

AGENDA



City Council Meeting

Tuesday, February 28, 2023 at 6:00 PM

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

The City Council of the City of Anna will meet on February 28, 2023 at 6:00 PM in the Anna Municipal Complex-Council Chambers, located at 120 W. 7th Street, to consider the following items.

Welcome to the City Council meeting. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

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

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

4. **Reports.**

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

Items of community interest include: 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. Recognition of the 2023 Art Night Anna High School contest winners.
- b. Proclamation - March 2023 "Ask a Master Gardner Month"

5. **Consent Items.**

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council Member making such request prior to a motion and vote on the Consent Items.

- a. Approve City Council Meeting Minutes for February 14, 2023. (City Secretary Carrie Land)
 - b. Review Monthly Financial Report for the Month Ending January 31, 2023. (Budget Manager Terri Doby)
 - c. Approve a Resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Howe for the purchase of Howe's contract minimum water supply through the Greater Texoma Utility Authority. (Interim Director of Public Works Steven Smith)
6. **Items For Individual Consideration.**
- a. Consider/Discuss/Action on a Resolution regarding NexMetro CR 423, Development Agreement. (Planner II, Salena Tittle)
 - b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 24.3± acres located at the northwest corner of State Highway 5 and County Road 423 from SF-E Single-Family Residential – Large Lot to Planned Development to allow for a multiple-family residential development with modified development standards. (Planner II, Salena Tittle)
 - c. Consider/Discuss/Action on a Resolution regarding the NexMetro CR 423, Concept Plan. (Planner II, Salena Tittle)
 - d. Consider/Discuss/Action on a Resolution authorizing engineering/architectural/surveying service provider to complete project implementation for the City of Anna's 2023/2024 Texas Community Development Block Grant Program - Community Development (CD) Grant funded and administered through the Texas Department of Agriculture. (Economic Development Coordinator, Kimberly Garduno)
 - e. Consider/Discuss/Action on a Resolution authorizing engineering/architectural/surveying service provider to complete project implementation for the City of Anna's 2023 Texas Community Development Block Grant Program – Downtown Revitalization Program (DRP) Grant funded and administered through the Texas Department of Agriculture. (Economic Development Coordinator, Kimberly Garduno)
 - f. Consider/Discuss/Act on a Resolution approving an Economic Development Incentive Agreement with Home Depot U.S.A., INC. (Asst. Director of Economic Development Taylor Lough)
 - g. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the construction of a construction road for the Hurricane Creek Regional Wastewater Treatment Plant. (Interim Assistant City Manager Greg Peters, P.E.)
 - h. Consider/Discuss/Action on an Ordinance authorizing audits of the City and/or its departments, appointed boards, corporations, or other entities concerning financial, accounting, and/or related information and policies to assess and improve compliance with state and federal laws and for other lawful purposes. (Interim City Manager Ryan Henderson)
7. **Closed Session (Exceptions).**
- Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:*
- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code

§551.071).

- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
 - c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
 - d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).
- The Council further reserves the right to enter into Executive Session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.
- 8. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.
 - 9. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 02/24/2023.

Carrie L. Land, City Secretary

- 1. The Council may vote and/or act upon each of the items listed in this agenda. Notwithstanding the foregoing or any other statement in this Agenda, the Council shall not take action on any item until after providing opportunity for public testimony under the "Neighbor Comments" item or after any public hearing held under applicable law.
- 2. The Council reserves the right to retire into closed executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
- 3. Persons with a disability who want to attend this meeting who may need assistance should contact the City Secretary at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.



Item No. 3.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Nate Pike

AGENDA ITEM:
Neighbor Comments.

SUMMARY:

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FINANCIAL IMPACT:

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BACKGROUND:

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STRATEGIC CONNECTIONS:

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ATTACHMENTS:



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Recognition of the 2023 Art Night Anna High School contest winners.

SUMMARY:

This item is to update council on our first Art Night at the Municipal Complex, show off our local student artwork, and celebrate the artistic efforts of contest winners.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

On February 23, the City held its first Art Night contest with Neighbor Academy alumni, local high school art students, and the wider community. This event was created by this fall's Neighbor Academy for their community project as a way to engage with our local youth and celebrate their artistic talents. They sought to create an event to engage youth and increase opportunities for public art within the City of Anna, and ultimately bring a little more life into the Municipal Complex. This is our first time putting on this art contest and partnership, and we hope to make it reoccurring in the future. This time we created a layout for a basic art program and build a strong foundation for the potentially reoccurring art events. In the future, there is the opportunity to expand the contest to other grades, potentially give the contest a theme, and more.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Carrie Land

AGENDA ITEM:

Proclamation - March 2023 "Ask a Master Gardner Month"

SUMMARY:

Residents of Anna benefit from the services of trained Master Gardeners and from science-based horticultural information provided through Texas A&M AgriLife. Teaching local residents about sustainable gardening can help improve their quality of life and the environment.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

Collin County Master Gardeners Association will be present to accept the Proclamation.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. 2023 March Ask a Gardner Month

City of Anna, Texas

Proclamation



WHEREAS, the Volunteer Membership of the Collin County Master Gardener's Association has served residents of the City of Anna residents since 1997; and

WHEREAS, the Collin County Master Gardener's Association is affiliated with the Texas A&M AgriLife Extension Service of the Texas A&M University system; and

WHEREAS, the mission of the Collin County Master Gardener's Association is to assist and support the Texas A&M AgriLife Extension Horticulture Agent in providing our community with research-based information on sustainable horticultural practices and environmental stewardship; and

WHEREAS, 10 residents serve as Master Gardener volunteers, and in concert with all Collin County Master Gardeners, the organization has dedicated nearly 150,000 hours of community service in just the past five years; and

WHEREAS, the need to raise awareness amongst residents of the City of Anna regarding environmental stewardship, water conservation and biodiversity enhancement is vital to the health and welfare of our community; and

WHEREAS, the Collin County Master Gardener's Association provides science-based horticultural information at no charge to the public through their Ask the Master Gardener Booth, their Ask a Master Gardener Information Center (a help line for plant questions), their garden caretaking and public education services provided at the Myers Park Research & Demonstration Gardens and other regional gardens, the Speakers Bureau and many other resources that can be accessed from their website www.ccmgatx.org, and through The Garden Show, the organization's premier educational event that will be held for the benefit of all on Saturday, March 18 and Sunday, March 19 at Myers Park & Event Center, McKinney.

NOW, THEREFORE, I, Nate Park, Mayor of the City of Anna, on behalf of the City Council and the Citizens of Anna, do hereby proclaim the month of March in the year 2023, as

“Ask a Master Gardener Month”

And encourage all to support and utilize the horticultural services and ongoing educational programs faithfully provided by the Collin County Master Gardeners Association for the benefit of the City of Anna and its Citizens.

*In witness, whereof I have hereunto set my hand this
28th day of February 2023 and called this seal to be
affixed.*

Mayor Nate Pike



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council Meeting Minutes for February 14, 2023. (City Secretary Carrie Land)

SUMMARY:

City Council Meeting Minutes for February 14, 2023

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

City Council Meeting Minutes for February 14, 2023

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. CCmin2023-02-14

**Regular City Council Meeting
Meeting Minutes**



Tuesday, February 14, 2023 @ 6:00 PM

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

The City Council of the City of Anna met on 02/14/2023 at 6:00 PM in the Anna Municipal Complex-Council Chambers, located at 120 W. 7th Street, to consider the following items.

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

Mayor Pike called the meeting to order at 6 PM.

Members Present:

Mayor Nate Pike
Mayor Pro Tem Lee Miller
Deputy Mayor Pro Tem Randy Atchley
Council Member Kevin Toten
Council Member Stan Carver
Council Member Danny Ussery

Members Absent:

Council Member Pete Cain

2. Invocation and Pledge of Allegiance.

Council Member Carver led the Invocation and Mayor Pike led the Pledge of Allegiance.

3. Neighbor Comments.

Mark Mahar
Creekside neighborhood - cracks in sidewalks and curbs, solicitors, and newspapers.

Residents requested the City Council reconsider their action taken, on November 8th, allowing the Atmos Metering Station:

Tom Longmire
Mike Archer
Laura Longmire
Kim Hoyt
Ted Hoyt

Lee Hendrix
Kelly Teichman
Ryan Teichman
Jennifer Richardson

4. Reports.

- a. Recognize 2022 Volunteers. (Community Enhancement Coordinator Olivia Demings)

Recognition of all City of Anna Volunteers who participated during the year 2022. The Volunteer of the Year, the volunteer with the most service hours, was also recognized.

Elijah Nelms	Glen Spellman
Bill Wehunt	Darrell McCauley
Richard Quinonez	Tonia Burr
Chase Brooke	Crystal Carle
Mackenzie Martin	Johnny Carrillo
Ava Link	Yvonne Freeth
Matthew Robinson	Hurricane Creek Rotary Club
Holden Wilson	New Life Church Anna
Allison Inesta	Anna-Melissa Democrats
Justin Inesta	Michael Allison
Kay Stocking	Byron Jackson
Tinahse Chapuredima	Jeff Morrison
David Colegrove	Matt Braun
Hannah Crittendon	Jasmin Gonzalez
American Heritage Girls	Alastair Hunte
Troop TX1419	Lisa Long
West Crossing Neighbors	Patricia Pringle
Ronalea Freeth	Katharine Chamberlain
Luke Gorski	Alfredo Fernandez
Dalton Hensley	Robin Miller
Vinay Joshi	Lauren Goff
Hannah Kudadze	Jennifer Leeder
Tanner Larson	Lori Zettler
David McDonald	Andrew Carlson
Trisha Reneau	Experian Anna

- b. Recognize December and January We Notice! Designees. (Community Enhancement Coordinator Olivia Demings)

December winner: Mike Nelin, 2318 Luscombe Lane

January winner: Gregory O'Neal, 606 S Smith Drive

5. Work Session.

- a. Review City of Anna 2023-2024 Strategic Work Plan. (Assistant City Manager Taylor Lough)

On January 24, 2023, the City Council approved a Resolution adopting City of Anna Success Statements. This action followed a workshop held on December 9 and 10, 2022, in which members of the City Council drafted seven Strategic Outcome Areas that help define Anna's future identity.

6. Consent Items.

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

- a. Approve the City Council Meeting Minutes for January 14, 2023 and January 24, 2023. (City Secretary Carrie Land)
- b. Approve an Ordinance Ordering a General Election to be held on May 6, 2023 for the Purpose of Electing Two (2) Council Members; Designating Polling Places; Ordering Notices of Election to be Given; Adopting a Voting System, and Authorizing Execution of Joint Election Contracts. (City Secretary Carrie Land)

This Ordinance orders a General Election to be held on May 6, 2023, from 7am - 7pm, for the purpose of electing two (2) Council Members; designating polling places; ordering notices of election to be given; adopting a voting system, and authorizing execution of Joint Election Contracts.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCIL MEMBERS; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; ADOPTING A VOTING SYSTEM; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS; PROVIDING SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

- c. Approve a Resolution regarding a Hotel Incentive Agreement with North Texas Hoco, LLC. (Director of Economic Development Joey Grisham)

The City of Anna and North Texas Hoco, LLC entered into a Hotel Incentive Agreement for the development of a Wyndham Garden Hotel to be located adjacent to the Anna Surgery Center on US Highway 75. The agreement requires North Texas Hoco, LLC to build a hotel with a minimum of 85 hotel rooms and investment of at least \$15 million. Construction must commence by October 31, 2023, with a Certificate of Occupancy being required by January 31, 2025. The City will rebate 70% of hotel occupancy taxes up to \$375,000 over 3 years and waive water/wastewater/irrigation impact fees up to \$127,050.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING A HOTEL INCENTIVE AGREEMENT WITH NORTH TEXAS HOCO, LLC

- d. Approve a Resolution authorizing City representatives in matters pertaining to the City's participation in the Texas Community Development Block Grant Program. (Economic Development Coordinator Kimberly Garduno)

The Texas Community Development Block Grant Program (TxCDBG) assists small cities and rural communities with funding opportunities for community projects such as utility infrastructure, disaster response, and unique local economic development projects. To allow for local changes in personnel, Texas Department of Agriculture recommends identifying the signatories by position.

This resolution identifies those positions who will have the ability to access the grant database, TDA-GO, sign grant documents and authorize payment requests for grant funds. Once the Signatory Resolution is adopted and submitted to TDA-GO, the community may continue to rely on the same resolution for subsequent TxCDBG applications. The City may provide an updated resolution at any time as local needs change. Only those positions named in the resolution will be permitted to take action in TDA-GO on behalf of the community.

Staff recommended that the City Council approve the Resolution authorizing the Mayor, Mayor Pro-Tem, Interim City Manager, Interim Assistant City Manager, or Assistant City Manager to serve as the City's representative in matters related to the Texas Community Development Block Grant Program.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO
THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM.

- e. Review Minutes of the January 3, 2023 Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution regarding the Miranda Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

One lot on 1.5± acres located on the west side of Old Valdasta Road, 1,740± feet south of La Paloma Drive. Located in the Extraterritorial Jurisdiction (ETJ).

The Development Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval at their February 6, 2023 meeting

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

- g. Approve a Resolution regarding the Anna Town Center, Block A, Lot 5R, Replat. (Director of Development Services Ross Altobelli)

Multiple-family residences on one lot on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive. Zoned Planned Development (Ord. No. 648-2014 & Ord. No. 974-2022).

The purpose for the Replat is to dedicate easements necessary for the proposed multiple-family residence development.

The Replat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, REPLAT.

- h. Approve a Resolution regarding the Anna Town Center, Block A, Lot 5R, Site Plan. (Director of Development Services Ross Altobelli)

Multiple-family residences on one lot on 14.9± acres located on the east side of Throckmorton Boulevard, 38± feet south of Hackberry Drive. Zoned Planned Development (Ord. No. 648-2014 & Ord. No. 974-2022).

The purpose of the Site Plan is to show the proposed multiple-family residence development.

The Site Plan is in conformance with the adopted Planned Development standards and the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN CENTER, BLOCK A, LOT 5R, SITE PLAN.

- i. Approve a Resolution regarding the Serenity at the Square, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

Multiple-family residences on one lot on 11.0± acres located at the northeast corner of E. Finley Boulevard and Sharp Street. Zoned: Planned Development (Ord. No. 129- 2004, Ord. No. 691-2015, & Ord. No. 980-2022).

The purpose of the Preliminary Plat is to propose lot and block boundaries and easements necessary for the future construction of the multiple-family residential development.

The Preliminary Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING SERENITY AT THE SQUARE, BLOCK A, LOT 1, PRELIMINARY PLAT

- j. Approve a Resolution regarding the Villages of Hurricane Creek North, Phase 1A, Block W, Lot 26X, Site Plan. (Director of Development Services Ross Altobelli)

Amenity center on one lot on 2.2± acres located on the west side of Stockport Drive, 260± feet north of Chasebrook Drive. Zoned: Planned Development (Ord. No. 932- 2021).

The purpose of the Site Plan is to show the proposed amenity center site improvements.

The Site Plan is in conformance with the adopted Planned Development standards and the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING VILLAGES OF HURRICANE CREEK NORTH, PHASE 1A, BLOCK W, LOT 26X, SITE PLAN.

- k. Approve a Resolution regarding the Villages of Hurricane Creek, Phase 1B, Block R, Lot 1X, Site Plan. (Director of Development Services Ross Altobelli)

Amenity center on one lot on 4.3± acres located at the southwest corner of Forest Hill Lane and Brookside Lane. Zoned Planned Development (Ord. No. 886-2020).

The purpose of the Site Plan is to show the proposed amenity center development.

The Site Plan is in conformance with the adopted Planned Development standards and the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING VILLAGES OF HURRICANE CREEK, PHASE 1B, BLOCK R, LOT 1X, SITE PLAN.

- l. Approve Police Department Report on 2022 racial profiling data that was submitted to the Texas Commission on Law Enforcement (TCOLE). (Police Chief Dean Habel)

Texas Occupations Code 1701.164 specifies that all law enforcement agencies are to collect racial profiling data and submit the report to TCOLE, as well as the city's governing body. This applies to all agencies designated as "Full Reporting." Anna PD is designated as a full reporting agency due to the fact that we routinely make traffic stops.

- m. Approve an Ordinance Adopting Financial Policies. (Finance Director Alan Guard)

The only update to the financial policies at this time regards the use of funds received from Public Improvement Development agreements. These funds may be used for any legal purpose. It is recommended these funds be used for pay-as-you-go contributions for capital projects. Staff would like to formalize the use

of these funds within the City's financial policies. Any appropriation of these funds would require formal Council action.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS ADOPTING FINANCIAL POLICIES

- n. Approve a Resolution amending the authorized signatories to execute checks currently on file at Independent Financial. (Finance Director Alan Guard)

Staff recommended that the Council approves the Resolution amending the authorized signatories to execute checks currently on file at Independent Financial bank.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, AMENDING THE AUTHORIZED SIGNATORIES TO EXECUTE CHECKS CURRENTLY ON FILE AT INDEPENDENT FINANCIAL BY REMOVING JAMES PROCE FROM THE LIST OF AUTHORIZED SIGNATORIES; REMAINING WILL BE ALAN GUARD, CARRIE LAND, NATE PIKE, LEE MILLER, AND ADDING RYAN HENDERSON TO THE NAMED AUTHORIZED SIGNATURES; AND PROVIDING AN EFFECTIVE DATE.

- o. Approve a Resolution of the City of Anna, Texas declaring certain property of surplus and authorizing the City Manager to execute the sale or disposal of said property. (Interim Public Works Director Steven Smith)

The City owns a late model Chevy Tahoe which has been retired and is no longer in service. The City is seeking to have the vehicle declared surplus property, so that it may be sold or disposed of. The decision to declare this vehicle as surplus property was reviewed and approved by the City Attorney and the Finance Director.

A RESOLUTION OF THE CITY OF ANNA, TEXAS DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SALE OR DISPOSAL OF SAID PROPERTY.

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on an Ordinance Amending the FY2023 Community Investment Program (CIP) Budget to increase funding for Fire Station 2 Project and increase station size to six bays. (Interim City Manager Ryan Henderson)

The proposed budget amendment includes funding for the following purposes:

- Fire Station 2 (\$4,660,000) As the City of Anna has moved forward with the 2021 Capital Improvement Bond Program, it has become increasingly evident that the costs for land acquisition, design, and construction of these significant projects have been impacted by rising costs associated with inflation. After being presented with the option of increasing Fire Station 2 to a six-bay fire station and realizing the costs will continue to increase, City Council deliberated and decided that now was the opportune time to increase the scope of the project. This amendment will fund the cost of the increased scope.

The funding source for this budgeted increase is Public Improvement District (PID) Fees. There are no restrictions on this special revenue, as the funds can be used for any legal purpose. According to the newly adopted PID fee policy, these developer contributed fees are to be used towards capital projects that expand services to our community. Using PID fees will eliminate the necessity of allocating additional property taxes and maintains the principal of growth paying for growth without an impact to our neighbors. The use of these funds for capital projects will also allow the City to offset the impact of the current inflationary period, and if desired, also expand the service of capital projects.

AN ORDINANCE AMENDING ORDINANCE NO. 1002-2022 ADOPTING THE BUDGET FOR THE 2022-2023 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 Atchley moved to approve. Council Member Toten seconded. Motion carried 6-0.

- b. Consider/Discuss/Action on a Resolution approving Change Order 1 and Change Order 2 for Fire Station 2 to build the facility as a 6-bay fire station. (Interim Assistant City Manager Greg Peters, P.E.)

Funding for the Fire Station 2 project was appropriated in the FY2023 Community Investment Program budget in the amount of \$6,340,000 million from the 2021 Bond Funds. The estimated cost of Fire Station 2 with 6-bays is \$11,000,000. The additional \$4,660,000 is proposed to be paid from the PID Fee fund.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF IN EXECUTING AND APPROVING CHANGE ORDER NO. 1 AND CHANGE ORDER NO. 2 TO THE CONTRACT FOR DESIGN-BUILD SERVICES WITH CROSSLAND CONSTRUCTION, INCORPORATED FOR THE DESIGN AND CONSTRUCTION OF FIRE STATION 2 AS A SIX BAY STATION IN THE AMOUNT NOT TO EXCEED FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000); AND PROVIDING FOR AN EFFECTIVE DATE.

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

- c. Consider/Discuss/Action on an Ordinance Amending the FY2023 Community Investment Program (CIP) Budget to increase funding for Fire Station 2 Project. (Budget Manager Terri Doby)

MOTION: Mayor Pike moved to take no action on Items 7c. and 7d. Council Member Toten seconded. Motion carried 6-0.

- d. Consider/Discuss/Action on a Resolution approving Change Order 1 for the construction of Fire Station 2 as a three bay fire station. (Interim Assistant City Manager Greg Peters, P.E.)

See Item 7c.

- e. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding the Avery Pointe, Phase 1, Block U, Lots CA-67R & 68, Residential Replat. (Director of Development Services Ross Altobelli)

Two vacant lots on 6.4± acres located on the north side of W. White Street, 143± feet west of Buffalo Bill Drive. Zoned: Planned Development (Ord. No. 673-2014).

The purpose of the Replat is to dedicate lot and block boundaries and easements necessary to subdivide the property.

The Replat is in conformance with the City's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

Mayor Pike opened the public hearing at 7:00 PM.

There were no public comments.

Mayor Pike closed the public hearing at 7:01 PM.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AVERY POINTE, PHASE 1, BLOCK U, LOTS CA-67R & 68, REPLAT.

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

- f. Conduct a Public Hearing and Consider/Discuss/Action on a Resolution regarding the creation of The Woods at Lindsey Place Public Improvement District and ordering public improvements to be made for the benefit of such district. (Director of Economic Development Joey Grisham)

As previously discussed with the City Council, DR Horton has submitted its Public Improvement District (PID) petition for The Woods at Lindsey Place Development located off Rosamond Pkwy.

The City will receive approximately \$3.23 million in PID fees.

Mayor Pike opened the public hearing at 7:02 PM.

There were no public comments.

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

A RESOLUTION REGARDING THE CREATION OF THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT;

PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

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

- g. Consider/Discuss/Action on a Resolution of the City of Anna, Texas determining the costs of certain authorized improvements to be financed by The Woods at Lindsey Place Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including a proposed Assessment Roll; calling a regular meeting and noticing a public hearing for March 14, 2023 to Consider an Ordinance levying assessments on property located within The Woods at Lindsey Place Public Improvement District; directing the filing of the proposed Assessment Roll with the City Secretary to make available for public inspection; directing City Staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. (Director of Economic Development Joey Grisham)

DR Horton approached the City months ago about the creation of a Public Improvement District (PID) for The Woods at Lindsey Place Development located off Rosamond Pkwy. Some of the benefits of creating a PID include the developer expediting the construction of their portion of Buddy Hayes Blvd. and adding several park features and amenities. The City Council approved the Amended Development Agreement with DR Horton on January 24, 2023.

A RESOLUTION OF THE CITY OF ANNA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR MARCH 14, 2023 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE WOODS AT LINDSEY PLACE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

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

- h. Consider/Discuss/Action on a Resolution approving an Impact Fee Reimbursement Agreement between the City of Anna, Texas and Qualico Developments U.S., Incorporated for the Leonard Trails development. (Interim Assistant City Manager Greg Peters, P.E.)

Qualico Developments U.S., Incorporated is seeking to construct a planned development project south of FM 455 and east of the DART rail line. As a part of the project, there is roadway, water, and sanitary sewer infrastructure which is required to be built. This infrastructure is also shown in the City of Anna Master Thoroughfare Plan, Master Water Plan, and Wastewater Master Plan. As such,

the proposed improvements are eligible for impact fee reimbursement in accordance with state law.

The proposed improvements included in this agreement are:

- Roadway Project - construction of Leonard Avenue from fm 455 to the southern edge of the property, tying into the existing endpoint of Leonard Avenue in the Ana Crossing development.
- Water Project - construction of a 12-inch water main (impact fees to fund the upsize cost from an 8-inch main to a 12-inch main) in accordance with the City Water Master Plan
- Sewer Project - construction of an off-site sewer main to extend sewer availability to the area north of the Anna Crossing development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPACT FEE REIMBURSEMENT AGREEMENT WITH QUALICO DEVELOPMENTS U.S., INCORPORATED FOR THE CONSTRUCTION OF PUBLIC ROADWAY, WATER, AND SANITARY SEWER IMPROVEMENTS, IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- i. Consider/Discuss/Action on a Resolution Approving Interim City Manager Employment Agreement (Interim City Manager Ryan Henderson)

On January 14, the City Council appointed Assistant City Manager Ryan Henderson as the Interim City Manager. The agreement before the City Council is retroactive to that date of action and stipulates the terms and duties of the interim appointment.

MOTION: Mayor Pike moved to approve. Council Member Toten 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). Utilities Facilities
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of

a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

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

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

Mayor Pike recessed the meeting at 7:17 PM.

Mayor Pike reconvened the meeting at 8:01 PM.

Mayor Pike returned to Item 7i.

Mayor Pike left the meeting at 8:02 PM.

MOTION: Council Member Miller moved to enter closed session to discuss Item 8c.. Council Member Toten seconded. Motion carried 6-0.

Mayor Pro Tem Miller recessed the meeting at 8:02 PM.

Mayor Pro Tem Miller reconvened the meeting at 8:20 PM.

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

No action was taken.

10. Adjourn.

Mayor Pro Tem Miller adjourned the meeting at 8:20 PM.

Approved the 28th day of February, 2023

Mayor Nate Pike

Attested:

City Secretary Carrie L. Land



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Terri Doby

AGENDA ITEM:

Review Monthly Financial Report for the Month Ending January 31, 2023. (Budget Manager Terri Doby)

SUMMARY:

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2023 through January 31, 2023. Enclosed in the report is an executive dashboard that provides a high level look at major funds along with detailed reporting of sales tax collections.

The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

FINANCIAL IMPACT:

Information only.

BACKGROUND:

The FY2023 Budget was adopted on September 13, 2022.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. FY2023 City Council Monthly Financial Report January

CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through January 31, 2023

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

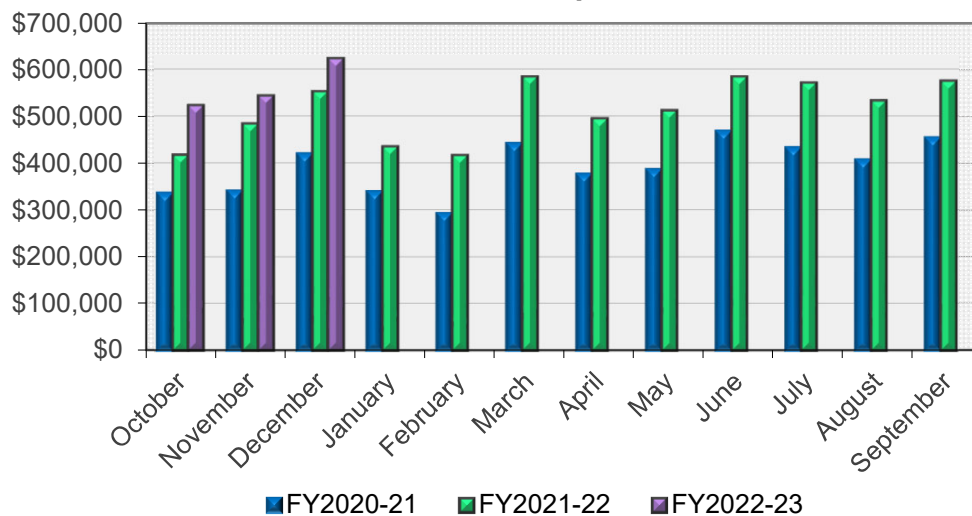
	FY2023 Budget	FY2023 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 9,418,264	\$ 8,216,999	87.2%	Property taxes are collected in January and February.
Sales Tax	4,293,100	1,019,138	23.7%	Remitted from the Comptroller with lag time of 30 - 60 days; Includes three months of remittances.
Franchise and Local Taxes	825,000	-	0.0%	Payments are generally quarterly.
Charges for Services	273,000	223,795	82.0%	
Fines	300,000	71,488	23.8%	
Permits, Licenses and Fees	4,305,000	939,572	21.8%	
Investment Income	50,000	68,975	138.0%	Timing issue
Other Revenues	16,300	31,543	193.5%	
Revenue Total	\$ 19,480,664	\$ 10,571,510	54.3%	With 33.3% of the year expired, revenues recorded are at 54.3% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 19,438,379	\$ 5,560,270	28.6%	With 33.3% of the year expired, expenses are 28.6% of budget.
Utility Fund				
REVENUES				
Water Sales	\$ 6,510,000	\$ 2,504,885	38.5%	
Sewer Charges	5,640,263	1,777,362	31.5%	
Sanitation Revenue	1,760,000	721,463	41.0%	
Other Charges for Services	802,000	230,944	28.8%	
Permits, Licenses and Fees	461,000	187,577	40.7%	
Investment Income	20,000	34,382	171.9%	
Other Revenues	7,200	129	1.8%	
Utility Fund Total	\$ 15,200,463	\$ 5,456,742	35.9%	With 33.3% of the year expired, revenues recorded in the General Ledger are at 35.9% of budget.
EXPENDITURES				
Administration	\$ 1,801,749	\$ 598,735	33.2%	
Water	5,522,940	1,711,863	31.0%	
Sewer	4,772,345	1,462,140	30.6%	
Sanitation	1,760,000	428,038	24.3%	
Utility Billing	568,445	144,683	25.5%	
Utility Fund Total	\$ 14,425,479	\$ 4,345,459	30.1%	With 33.3% of the year expired, expenses are 30.1% of budget.

Th

CITY OF ANNA
Schedule of Sales Tax Collections
For the month December 31, 2022

	2022-23 Collections		% Change	2021-22 Collections	
	Monthly		from	Monthly	
			Prior Year		
October	\$	522,386	25.2%	\$	417,343
November		542,873	12.3%		483,556
December		622,388	12.7%		552,138
January					435,037
February					416,044
March					583,700
April					494,472
May					511,309
June					583,874
July					570,950
August					533,224
September					575,011
	\$	1,687,647		\$	6,156,658
Budget:		6,753,000	25.0%		4,300,000

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

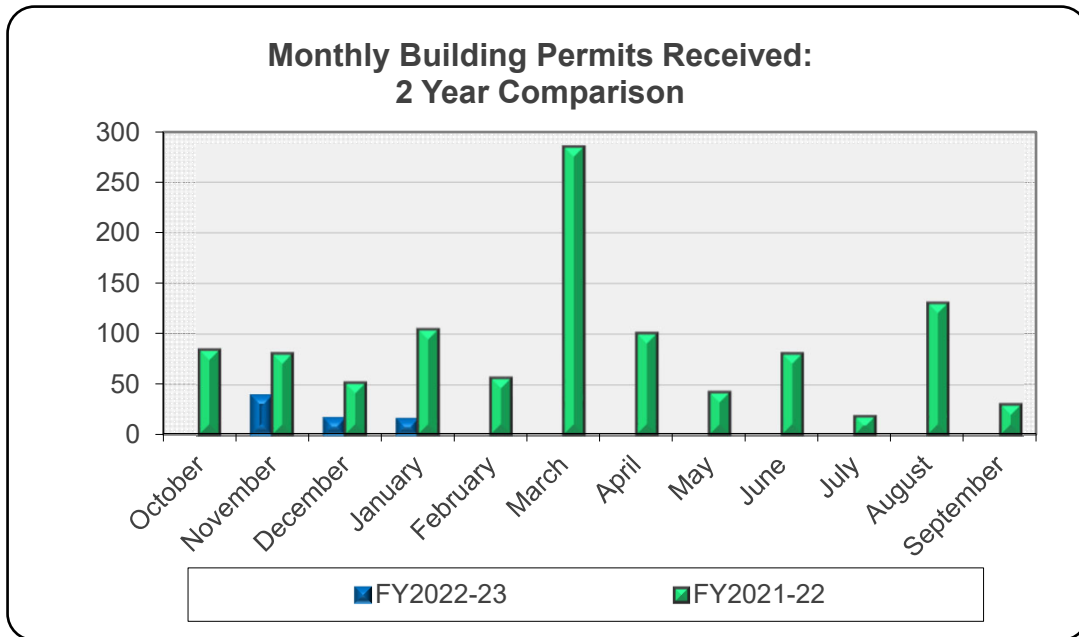


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CITY OF ANNA
Building Permits Issued
Thru the month January 31, 2023

	Fiscal Year 2022-23 Monthly	Fiscal Year 2021-22 Monthly
October	1	85
November	39	81
December	17	52
January	16	105
February		57
March		285
April		101
May		43
June		81
July		19
August		131
September		31
	73	1,071

		% Budget
FY2023 Budget:	1,100	6.6%





Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Steven Smith

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Howe for the purchase of Howe's contract minimum water supply through the Greater Texoma Utility Authority. (Interim Director of Public Works Steven Smith)

SUMMARY:

This item is to approve an interlocal agreement with the City of Howe for the purchase of a portion of their unused water allocation. The total cost is \$71,457.70. The City of Anna has been purchasing unused water allocations from Howe and Van Alstyne over the past several years through the collective Collin Grayson Municipal Alliance. This is the most efficient and financially prudent way for Anna to receive adequate water supply without triggering an increase to the city's take or pay volume.

FINANCIAL IMPACT:

Funding for the purchase of treated potable water was appropriated in the FY2023 Public Works Department budget in the amount of \$2,165,000. These funds will be used to pay the \$71,457.70 required per the agreement.

BACKGROUND:

The Cities of Anna, Melissa, Van Alstyne, and Howe are members of the Collin Grayson Municipal Alliance (CGMA). The CGMA purchases treated water from North Texas Municipal Water District (NTMWD) through agreements with the Greater Texoma Utility Authority (GTUA). The purchased water is delivered to the four cities via a pipeline owned and operated by GTUA. Each of the four cities have a "take or pay" water volume, which is the amount of water each City is responsible for purchasing each year regardless of use. Water beyond the take or pay volume is subject to a higher unit rate cost from NTMWD. In order to stay within the take or pay amount, Anna is able to purchase unused water allocated to the other CGMA members. As all four cities continue to grow, new take or pay rates will be established as necessary to ensure adequate water supply.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution with ILA Anna-Howe_buy-sell-MAV
2. Invoice for Anna MAV water

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA AND THE CITY OF HOWE FOR THE PURCHASE OF A PORTION OF THE CITY OF HOWE'S CONTRACT MINIMUM WATER SUPPLY THROUGH THE GREATER TEXOMA UTILITY AUTHORITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO THE CITY OF HOWE FOR THE PURCHASE OF SAID ADDITIONAL WATER SUPPLY AS SET FORTH IN THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna and the Cities of Howe, Melissa, and Van Alstyne are all members of the Collin Grayson Municipal Alliance; and

WHEREAS, the Collin Grayson Municipal Alliance has a contract with the Greater Texoma Utility Authority for the purchase of water with agreed upon take or pay minimum volumes for each City; and

WHEREAS, the City of Anna is growing in both size and population, which is increasing the demand for water within the City; and

WHEREAS, it is in the public interest for the City of Anna to purchase a portion of the City of Howe's unused take or pay minimum volume in order to supply the City of Anna with the volume of water required to serve the public; and

WHEREAS, the purchase of a portion of the City of Howe's unused take or pay allows the City of Anna to prevent the automatic increase to their contractual take or pay minimum volume; and

WHEREAS, the Interlocal Agreement is attached hereto as Exhibit A;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Interlocal Agreement and Authorization of Payment

The City Council of the City of Anna, Texas hereby approves the Interlocal Agreement attached hereto as Exhibit A and authorizes the City Manager to execute the Interlocal Agreement and approve payment for the purchase of a portion of the City of Howe's take or pay minimum volume of water.

PASSED AND APPROVED by the City Council of the City of Anna, Texas and to be effective this _____ day of February 2023.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

EXHIBIT A

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND THE CITY OF HOWE, TEXAS FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE SELLING CITY'S MINIMUM ANNUAL VOLUME 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 the **CITY OF HOWE, TEXAS**, a Texas General Law City hereinafter referred to as "Howe", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Howe 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 Howe 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 annual volume amount (MAV) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2021-2022 ended July 31, 2022**, 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 MAV; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Annual Volume (MAV) 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, identifying the MAV water to be transferred, and referencing the amount of purchase / transfer cost; and

WHEREAS, the City of Howe is desirous of selling to each Anna, Melissa, and Van Alstyne a portion of their unused MAV and Anna, Melissa, and Van Alstyne are willing to purchase said unused portion of the MAV as defined in this agreement and detailed in “Exhibit A” thus allowing Howe to recover a portion of its purchased but unused MAV for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 3, 2022, updated October 10, 2022**, memorandum titled “Sale of GTUA-CGMA Buy-Sell MAV to Participant City” attached hereto for reference and labeled “Exhibit A”.

NOW, THEREFORE, ANNA and HOWE, 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, 2022** and shall be executed and consummated in full between **October 31, 2022 and January 31, 2023** 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 HOWE shall transfer 20,839,200 gallons (**20,839.2** one-thousand-gallon increments) of MAV water to ANNA for the water year ended **July 31, 2022**, and ANNA shall remit to HOWE a payment for said transfer of MAV at the rate of **\$3.429** per thousand gallons totaling in the sum of **\$71,457.70** as payment in full for said portion of HOWE’s unused 2022 MAV. Following execution of this agreement, HOWE shall submit to ANNA an invoice for the transfer of the described MAV for the above stated sum and ANNA shall remit payment for said transfer within thirty (30) days of receipt of said invoice, it being the intent that this transaction shall be completed as soon as reasonably possible, but on or before **January 31, 2023**, 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 before or by the stipulated date.

III. RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and HOWE shall each approve an interlocal agreement authorizing the sale / purchase of the stipulated portion of MAV water as described herein and further detailed in the attached Exhibit A.
2. HOWE, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced volume of MAV water detailed above in Section II and for the stipulated sell / purchase amount.

3. ANNA shall remit to HOWE the above stated payment for the transferred MAV water within thirty (30) 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 annual volume 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 annual volume than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum annual volume 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 HOWE 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. However, upon the occurrence of such event in which either party terminates this Agreement by giving the other party thirty (30) days written notice, the selling party shall forward such notice to GTUA so that alternative billing for the water volume specified in this agreement may be processed per the GTUA-CGMA billing policy.

V. RELEASE AND HOLD HARMLESS

Anna and HOWE, 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 HOWE 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.

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: _____

Ryan Henderson
Assistant City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF HOWE, TEXAS

Date: _____

By: _____

Jeff Stanley
City Administrator

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, 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 _____ day of _____, 2022, by _____, _____, of the **City of Howe, Texas**, a Texas General Law City, on behalf of said municipality.

Notary Public, State of Texas

Exhibit A

Attach copy of **October 3, 2022, updated October 10, 2022** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: “Sale of GTUA-CGMA MAV to Participant City”

City of Howe

P. O. Box 518
Howe, Texas, 75459
903-532-5771

INVOICE

City of Anna
P O Box 776
Anna TX 75409

Date: January 16, 2023
INVOICE # 201121

Qty	Description	Unit Price	Gallons/Thousand	
ILA/ Resolution	MAV Water for water year ending July 31, 2022	\$3.429 per thousand	20,839	\$71,457.70
			Total	\$71,457.70

Thank you!



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding NexMetro CR 423, Development Agreement. (Planner II, Salena Tittle)

SUMMARY:

The intent of the development agreement is to ensure the use of high quality, durable materials for residential development within the city to create well designed and attractive architecture. Additionally, the development agreement includes construction deadlines associated with the single-family for rent product and impact fee reimbursements associated with the construction of a commercial collector road and upsized utilities.

The applicant is proposing the following masonry standards:

Single-Unit and Two-Unit Multiple-Family Residence Buildings

Front elevation: 80% masonry

Remaining cumulative surface (excluding windows and doors): 60% masonry

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

Approving the development agreement in no way puts an obligation on the City Council to approve the rezoning request. It only puts in place development and design regulations should the decision be made to approve the rezoning request.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Resolution - DA (NexMetro CR 423)
2. DRAFT Development Agreement

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANN WARREN HAYSLETT RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR A MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF STATE HIGHWAY 5 AND COUNTY ROAD 423.

WHEREAS, Ann Warren Hayslett is the Property Owner of real estate generally located at the northwest corner of State Highway 5 and County Road 423; and

WHEREAS, Property Owners desire to rezone the subject property to allow for a multiple-family residential use; and

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

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

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

PASSED by the City Council of the City of Anna, Texas, on this 28th day of February 2023.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of _____ ("**Effective Date**") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Ann Warren Hayslett ("**Owner**"). The City and Owner are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Property, as described in Exhibit 1 and depicted on Exhibit 2 (the "**Property**") is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is SF-E Single-Family Residential – Large Lot (SF-E) (the "**Original Zoning Classification**") and,

WHEREAS, the Owner has applied to amend the SF-E Single-Family Residential – Large Lot zoning to allow for MF-1 Multiple-Family Residential – Medium Density (MF-1) with modified development standards as an additional land use. (the "**Zoning Change**") and,

WHEREAS, Owner has contracted to sell the MF-1 parcel (the "**MF Parcel**") to NexMetro Acquisitions, LLC and/or its assigns ("**Purchaser**"), respectively (the "**Sale Transactions**") and

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

WHEREAS, in the event that the Property is rezoned, the City and Owner desire to enter into a development agreement to (a) establish development and design regulations to ensure that future multiple-family residence development is appropriate for the area and fits in well with adjacent properties and (b) set forth the terms for the construction of the Roadway Improvements and Water System Improvements and the reimbursement of certain cost and expenses thereof; and,

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

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

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

Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof. A party shall constitute a Subsequent Owner hereunder only during such time as such party owns fee simple title to all or a portion of the Property.

Single-Unit and Two-Unit Multiple-Family Residence Buildings

- A. Except as noted below, the exterior walls (excluding windows and doors) on the front elevation of any structure shall be 80 percent masonry. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 60 percent masonry. Each structure shall be deemed to have only one front elevation.
- B. A maximum of 10 percent of any exposed exterior wall may consist of exterior insulation and finish system (EIFS).
- C. Second floor Dutch gable roof elements are not required to be masonry.
- D. Roofing materials of a structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or an equivalent or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- E. Roofs:
 - i. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall; however, the overhang shall not encroach into a setback more than one foot. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".
 - ii. Roofing materials of any structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- F. Building articulation: At least four (4) facade articulation techniques are required on each unit to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation:
 - i. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall

construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.).

- ii. Bay windows.
- iii. Masonry chimney(s).
- iv. Double-entry door(s).
- v. Covered Entry(ies)
- vi. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.
- vii. Front porch of at least 50 square feet.
- viii. The installation of at least two (2) coach lights.
- ix. Other techniques for building articulation can be substituted if administratively approved by the administrative official.
- x. Notwithstanding anything herein to the apparent contrary, the elevations in Exhibit 4 attached hereto are approved by the City and any and all structures constructed in accordance with such elevations shall be deemed to satisfy all applicable requirements of this Section 2 as relates to the materials and other features of said elevations.

G. Fenestration:

- i. Windowless exterior walls that face a travel way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second story facing a travel way.
- ii. Windows shall be in harmony with and proportionate to the rest of the structure.
- iii. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15% or greater.

SECTION 3. NOTICES AND PAYMENTS.

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

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

To Property Owner: Ann Warren Hayslett
7257 Stefani Drive
Dallas, Texas 75225

With a copy to: NexMetro Acquisitions, LLC
2221 Lakeside Blvd., Suite 1210
Richardson, Texas 75082
ATTN: Josh Eadie

In addition, copies of any and all notices required or permitted to be given hereunder shall be given to each Subsequent Owner at such Subsequent Owner's address for such Subsequent Owner designated in a written notice given by such Subsequent Owner pursuant to this Section 3 to the City and the other parties required or permitted to receive written notices hereunder.

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

- A. This Agreement may only be modified and/or terminated as follows: (a) modified, amended or terminated by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), each then-current owner of fee simple title to the Property; and/or (b) terminated unilaterally by City upon the breach of any material term or condition hereunder by Owner or any Subsequent Owner by providing written notice thereof to Owner or such Subsequent Owner, if applicable, after the expiration of all Notice and Cure Rights pursuant to Section 6 hereof, provided that the City may only terminate this Agreement as to the applicable Defaulting Owner and not as to any other party and not as to any portion of the Property owned by any such other party. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 28th day of February 2023. The Parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.
- B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines as and only to the extent such deadlines apply to all or the portion of the Property then owned by Owner or such Subsequent Owner, in each case subject to extension for Force Majeure pursuant to Section 14 hereof and subject to the Notice

and Cure Rights set forth in Section 6 hereof:

1. Within 120 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.
 2. Within 180 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the multiple-family residence development), and civil plans.
 3. A preconstruction meeting between Owner and City staff shall occur within 90 days of final approval of the civil plans.
 4. Site construction pursuant to final approved civil plans must commence within 120 days after the preconstruction meeting.
 5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the **"Building Plans"**) no later than 180 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City, and (d) recordation of the multiple-family residence development final plat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
 6. Recordation in the Official Records of Collin County, Texas of the multiple-family residence development final plat must occur within 180 days of commencement of site construction.
 7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of the multiple-family residence final plat and obtaining a building permit.
 8. All deadlines set forth in Section 5 hereof.
- C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a **"Deadline Default"**), subject to extension for Force Majeure pursuant to Section 14 hereof and subject to the Notice and Cure Rights set forth in Section 6 hereof, is a material default under this Agreement.

SECTION 5. ROADWAY AND WATER MAIN CONSTRUCTION; IMPACT FEE REIMBURSEMENT.

- A. Roadway Improvements. The Parties agree that Owner at its sole cost shall design, reconstruct and install that certain two-lane segment of a commercial collector road currently designated as County Road 423 from the intersection with State Highway 5 to the western limits of the Property along with all necessary appurtenances and in compliance with City Regulations.
- B. Roadway Improvements Deadlines. The design, construction, and installation of the Roadway Improvements shall be in all material respects in full accordance with City Regulations as set forth in this Agreement and the civil construction plans that must be approved by the City in advance of Commencement of Construction. Commencement of Construction of the Roadway Improvements and shall occur on or before the 180th day after the City's approval of the civil construction plans for the Roadway Improvements and the issuance of the permit(s) required for construction of said improvements. Completion of Construction of the Roadway Improvements must be completed on or before the 360th day after Commencement of Construction. Notwithstanding the foregoing or any other provision of this Agreement, if Commencement of Construction or Completion of Construction of the Roadway Improvements does not timely occur then the City may at its sole discretion—in addition to other any rights or remedies it may choose to exercise—withhold the issuance of or revoke any building permits required for vertical construction on any or all areas within the Property until Completion of Construction of the Offsite Roadway Improvements occurs.
- C. Water System Improvements. The Parties agree that Owner at its sole cost shall design, construct, and install a 12-inch water main on and across the subject property in accordance with the City of Anna Water System Master Plan within a water easement dedicated by the Owner on the Final Plat of the subject property. Said water system improvements shall be designed and constructed with all necessary appurtenances and in accordance with City Regulations.
- D. Water System Improvements Deadlines. The design, construction, and installation of the Water System Improvements shall be in all material respects in full accordance with City Regulations as set forth in this Agreement and the civil construction plans that must be approved by the City in advance of Commencement of Construction. Commencement of Construction of the Water System Improvements and shall occur on or before the 180th day after the City's approval of the civil construction plans for the Roadway Improvements and the issuance of the permit(s) required for construction of said improvements. Completion of Construction of the Water System Improvements must be completed on or before the 360th day after Commencement of Construction. Notwithstanding the foregoing or any other provision of this Agreement, if Commencement of Construction or Completion of Construction of the Water System Improvements does not timely occur

then the City may at its sole discretion—in addition to other any rights or remedies it may choose to exercise—withhold the issuance of or revoke any building permits required for vertical construction on any or all areas within the Property until Completion of Construction of the Offsite Roadway Improvements occurs.

E. Impact Fee Reimbursement Roadway Improvements and Water System Improvements.

If Owner meets the deadlines set forth in Section 5.B for Roadway Improvements as relates to Commencement of Construction and Completion of Construction of said improvements, the City will pay to Owner all Roadway Impact Fees it actually collects from the subject property up to an amount that is the lesser of the Owner's actual cost of design and construction of the Roadway Improvements or the total amount actually collected from the Roadway Impact Fee Reimbursement Area. If Owner meets the deadlines set forth in Section 5.D for Water System Improvements as relates to Commencement of Construction and Completion of Construction of said improvements, the City will pay to Owner all Water Impact Fees it actually collects from the subject property up to an amount that is the lesser of the Owner's actual upsize costs of design and construction of a 12-inch water main instead of an 8-inch water main, or the total amount actually collected from the Water Impact Fee Reimbursement Area. Under no circumstances shall the City be required to reimburse Owner for Roadway Improvements and Water System Improvements from any funding source other than Roadway Impact Fees and Water Impact Fees actually collected from the property. The City shall establish a Roadway and Water Impact Fee Account and shall use the funds in said accounts to make payments to the Owner under this paragraph and said payments shall be made every three (3) months beginning three (3) months after the first deposit into said account.

F. Definitions. For purposes of this Section 5, the following terms have the following meanings:

1. **"Commencement of Construction"** means that Owner has entered the right of way for the Roadway Improvements with construction equipment and begun grading of the Roadway Improvements.
2. **"Completion of Construction"** means that the City has inspected and accepted the Roadway Improvements as applicable.
3. **"Roadway Impact Fee Account"** means an interest-bearing deposit account maintained by the City pursuant to Section 395.024, Texas Local Government Code, as amended into which the City shall deposit all Roadway Impact Fees actually collected from the property within the Roadway Impact Fee Reimbursement Area.
4. **"Roadway Impact Fee Reimbursement Area"** means the real property described

and/or depicted in Exhibit 3.

5. **“Roadway Impact Fee”** with respect to Roadway Improvements, means the roadway impact fees assessed on property with new development in the Roadway Impact Fee Reimbursement Area (Exhibit 3) that are collected to fund roadway capital improvements identified on the City’s Capital Improvement Plan.

- G. **Payee Information.** With respect to any and every type of payment/remittance due to be paid at any time by the City to Owner after the Effective Date, the name and delivery address of the payee for such payment shall be:

NexMetro Acquisitions, LLC
2221 Lakeside Blvd Suite 1210
Richardson, TX 75082
Attn: Josh Eadie

Owner may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Owner’s rights hereunder.

- H. **Contract Award.** Owner’s engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents to the City before awarding a contract for construction of any part of the Roadway Improvements.
- I. **Construction Standards and Inspection.** The Roadway Improvements shall be constructed and inspected—and all fees applicable to the Roadway Improvements shall be paid by Owner in accordance with applicable state law, City Regulations, the applicable Bond Ordinance and other development requirements imposed by any other governmental body or entity with jurisdiction over the Roadway Improvements, in each case in effect as of the Effective Date.
- J. **Contract Letting.** This Agreement and construction of the Roadway Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Roadway Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bids or alternative delivery methods may be utilized by the City as allowed by law. The Parties acknowledge that the construction contracts for the construction of Roadway Improvements have not been awarded as of the Effective Date and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Roadway Improvements, the Parties agree as follows:

1. Owner's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including but not limited to the proposed construction contract showing the negotiated total contract price and scope of work.
2. Owner shall submit all such documents along with a written notice of intention to let a construction contract at least 20 days in advance of the date that Owner intends to execute such contract.
3. WITHIN 15 DAYS AFTER RECEIPT OF THE WRITTEN NOTICE AND ASSOCIATED DOCUMENTS, THE CITY MANAGER MAY: (I) APPROVE THE AMOUNT OF THE CONTRACT PRICE AND PROVIDE WRITTEN NOTICE TO OWNER THAT OWNER MAY EXECUTE THE CONSTRUCTION CONTRACT AND PROVIDE A COPY TO THE PID ADMINISTRATOR, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED; OR (II) REQUIRE THAT THE CONTRACT BE PROCURED THROUGH COMPETITIVE BIDDING OR COMPETITIVE SEALED PROPOSALS ("**COMPETITIVE PROCUREMENT**") SOLELY TO THE EXTENT THAT THE ROADWAY IMPROVEMENTS FOR WHICH SUCH CONSTRUCTION CONTRACT IS TO BE LET DO NOT MEET THE PARAMETERS FOR EXEMPTION FROM THE COMPETITIVE BIDDING PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 252.022. IF THE CITY FAILS TO NOTIFY OWNER WITHIN SUCH 15-DAY PERIOD, THE CITY SHALL BE DEEMED TO HAVE APPROVED THE CONTRACT PRICE AND AUTHORIZED OWNER TO EXECUTE THE CONSTRUCTION CONTRACT; PROVIDED, HOWEVER, NO SUCH CONTRACT SHALL BE DEEMED TO BE APPROVED AND OWNER SHALL NOT BE DEEMED TO BE AUTHORIZED TO EXECUTE SUCH CONTRACT UNLESS OWNER SUBMITS THE WRITTEN NOTICE AND ASSOCIATED DOCUMENTS WITH A WRITTEN STATEMENT PROMINENTLY DISPLAYED ON THE FIRST PAGE OF THE NOTICE IN BOLD-FACE, UNDERLINE, CAPITALIZED TEXT IN AT LEAST 12-POINT SIZE FONT READING AS FOLLOWS: "**WARNING: IF THE CITY FAILS TO RESPOND TO THIS NOTICE WITHIN FIFTEEN (15) DAYS IN ACCORDANCE WITH SECTION 5.G.3 OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANNA AND ANN WARREN HAYSLETT, EFFECTIVE ON OR ABOUT FEBRUARY 28, 2023, AS AMENDED, THE SUBMITTED PROPOSED CONTRACT(S) SHALL BE DEEMED TO BE APPROVED BY THE CITY AND OWNER SHALL BE DEEMED TO BE AUTHORIZED TO EXECUTE THE PROPOSED CONTRACT(S).**"
4. Competitive Bids/Proposals. In order to require Competitive Procurement, the City must provide Owner with written notice of said requirement within 15 days of delivery to the City of the written notice required under Section 5.G.3., above. If the City Manager requires Competitive Procurement, then Owner must: (i) advertise for and award the contract in the same manner set forth for competitive sealed bids or competitive sealed proposals Local Government Code Chapter 252

as if the City were pursuing a public improvement contract subject to said Chapter 252 as approved by the City Manager; and (ii) supply the City with true and complete copies of all notices of bid/proposal requests and all bids/proposals subsequently received.

5. Ownership. All of the Roadway Improvements shall be owned by the City upon acceptance of them by the City. Owner agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Roadway Improvements to the City and the public.
6. Operation and Maintenance. Upon inspection, approval, and acceptance of the Roadway Improvements, the City shall maintain and operate the accepted Roadway Improvements.
7. Maintenance Bonds. Owner shall execute or cause to be executed a valid maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Roadway Improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the Roadway Improvements.
8. Inspections, Acceptance of Public Infrastructure, and Owner's Remedy. The City shall inspect, as required by City Regulations, the construction of the Roadway Improvements. The City's inspections/acceptance shall not release Owner from its responsibility to construct or ensure the construction of the Roadway Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Owner's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.
9. 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 applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, its engineers, 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 or Owner's engineers, or their respective officers, agents, servants or employees, it being the intent of the Parties that approval by the City's Director of Public Works or his/her designee signifies approval on only the general design concept of the improvements to be constructed.
10. Insurance. Owner or its contractor(s) shall acquire and maintain, during the period of time when any of the Roadway Improvements is under construction (and until the full and final completion of the Roadway Improvements 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 typically covered under a workers compensation insurance or general liability insurance policy which might arise out of the Roadway Improvements construction contracts, whether by Owner, 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 the Roadway Improvements 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.

11. INDEMNIFICATION and HOLD HARMLESS. OWNER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "**RELEASED PARTIES**"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR WILLFUL CONDUCT OF OWNER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE ROADWAY IMPROVEMENTS AGREEMENT (TOGETHER, "**CLAIMS**"); AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS PARAGRAPH. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL CONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. OWNER, 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 OR PORTION THEREOF OWNED BY THE INDEMNIFYING PARTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON OWNER'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.

12. Status of Parties. At no time shall the City have any control over or charge/supervision of Owner's design, construction, installation or other work related to any of the Roadway Improvements, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, installation or other work. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Owner.
13. Eminent Domain. Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Roadway Improvements. If, however, Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "**Eminent Domain Fees**") actually incurred by the City in the exercise of its eminent domain powers that for any reason and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Roadway Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Owner within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

SECTION 6. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement as any such term or condition applies to the portion of the Property then owned by Owner or such Subsequent Owner, as applicable (such defaulting Owner or Subsequent Owner, as applicable, referenced herein as “**Defaulting Owner**”), the City will have the following non-exclusive and cumulative remedies, each of which remedies may only be exercised by the City against the applicable Defaulting Owner and/or the portion of the Property owned by such Defaulting Owner (and not against any other Owner, Subsequent Owner or other portion of the Property):

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the Parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur.
- C. The City may withhold and retain and/or expend any remaining Roadway Impact Fees (allocable to the Defaulting Owner or the portion of the Property owned by such Defaulting Owner) for any lawful purpose.
- D. The non-defaulting Party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing: (a) City may not exercise any rights or remedies against a Defaulting Owner or any portion of the Property owned by such Defaulting Owner for a breach of any term or condition of this Agreement unless there is a breach of any material term or condition of this Agreement by such Defaulting Owner applicable to portion of the Property

owned by such Defaulting Party and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City to such Defaulting Owner provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both the City and such Defaulting Party mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by such parties); and (b) any notice of a default or breach provided by the City hereunder to a Defaulting Owner must be concurrently provided to each other owner of the Property (if any), and each such other owner shall have the right (but not the obligation) to cure the default or breach of the Defaulting Owner within thirty days (30) after the failure of the Defaulting Party to cure such default or breach by the deadline set forth above, and the City shall not exercise any rights or remedies hereunder unless such default or breach remains uncured after the expiration of such thirty (30)-day period. The notice and cure rights set forth in this paragraph are collectively referred to herein as the **"Notice and Cure Rights"**.

SECTION 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the Parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 7 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "**Transferor**") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "**transferred Property**") to a Subsequent Owner (the "**Transferee**") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer. Notwithstanding anything herein to the apparent contrary, by any Transferee's acceptance of a deed from any Transferor conveying title to such Transferee of any portion of the Property, as of the date of such deed such Transferee shall be deemed hereunder to have acknowledged and agreed in writing to assume such Transferor's obligations, liabilities and indemnifications hereunder (subject to the provisions of this Agreement) with respect to such portion of the Property without any further action by such Transferee.

SECTION 8. RECORDATION.

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

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

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

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 30 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto. Any failure by the City to execute and deliver an estoppel certificate within 30 days after receipt of a written request from an owner of the Property shall be deemed to be a certification by the City that: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and that there are no amendments thereto except as disclosed by such owner.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "**Acting Party**") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the

“Force Majeure Period”) of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds (**“Force Majeure”**). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within 30 days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party’s performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE; CONDITION PRECEDENT.

This Agreement will be effective upon the Effective Date first stated herein. The closing of the Sale Transactions shall be a condition precedent to the effectiveness of this Agreement and this Agreement shall be effective upon the closing of the Sale Transactions.

[signature page follows]

CITY OF ANNA

By: _____
Ryan Henderson, Interim City Manager

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF COLLIN

Before me, the undersigned notary public, on the ____ day of _____, 2023, appeared Ryan Henderson, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Interim City Manager of the City of Anna, Texas.

Notary Public, State of Texas

Ann Warren Hayslett

By: _____
Ann Warren Hayslett

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned notary public, on the ____ day of _____, 2023, appeared [Ann Warren Hayslett], 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/she executed the same in his/her capacity as provided herein.

Notary Public, State of Texas

EXHIBIT 1

PROPERTY DESCRIPTION

[Follows This Cover Page]

LEGAL DESCRIPTION – TRACT 1

BEING a tract of land situated in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas, being part of a tract conveyed to Ann Warren Hayslett (Tract 1-A), by deed recorded in Document No. 96-0110243 of the Deed Records of Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of herein described tract and lying in the east line of a tract of land conveyed to Joe A. Greer, Jr. and Geraldine Greer, by deed recorded in Volume 976, Page 120 of the Deed Records of Collin County, Texas;

THENCE, S 89°21'12" E, 1131.97 feet to a 5/8 inch iron rod found at the northwest corner of a Dedication to the State of Texas recorded in Document No. 20200116000072310 of the Official Public Records of Collin County, Texas;

THENCE, S 04°07'43" W, 206.34 feet to a 5/8 inch iron rod found at the intersection of said State Highway No. 5 and the northwest line of County Road 423;

THENCE, S 38°36'03" W, 1411.11 feet to a 1/2 inch iron rod found lying in said northwest right-of-way line of County Road 423 at the northeast corner of a tract of land conveyed to Ann Warren Hayslett, by Probate No. PR-15-00992-3 of the Deed Records of Collin County, Texas;

THENCE, S 87°33'17" W, 219.93 feet to a 1/2 inch iron rod found at the northwest corner of said Hayslett tract and lying in the east line of a tract of land conveyed to Donald Johnston, by deed recorded in Volume 4308 , Page 1070 of the Deed Records of Collin County, Texas;

THENCE, N 00°43'46" W, passing at a distance of 550.64, the northeast corner of said Johnston tract and the common southeast corner of said Greer tract, and continuing a total distance of 1330.87 feet to the POINT OF BEGINNING with the subject tract containing 975,007 square feet or 22.383 acres of land.

LEGAL DESCRIPTION – TRACT 2

BEING a tract of land situated in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas, being part of a tract conveyed to Ann Warren Hayslett (Tract 2-A), by deed recorded in Document No. 96-0110243 of the Deed Records of Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 5/8 inch capped iron rod found at the most northern corner of said Hayslett tract and being at an interior ell corner of a Dedication to the State of Texas recorded in Document No. 20200116000072440 of the Official Public Records of Collin County, Texas;

THENCE, S 02°47'43" E, 206.47 feet, along the west line of State Highway No. 5 (variable width right-of-way);

THENCE, S 04°09'34" W, 90.40 feet, along said west line of State Highway No. 5;

THENCE, N 85°50'26" W, 138.19 feet;

THENCE around a tangent curve to the left having a central angle of 50°40'23", a radius of 320.00 feet, a chord of S 68°49'24" W – 273.88 feet, an arc length of 283.01 feet, lying in the southeast line of County Road 423, from which a 1/2 inch iron rod bears S 43°50'40" W, 669.23 feet;

THENCE, N 38°43'02" E, 369.17 feet, along said southeast line of County Road 423;

THENCE around a non-tangent curve to the right having a central angle of 35°16'32", a radius of 307.28 feet, a chord of N 58°30'49" E - 186.21 feet, an arc length of 189.18 feet to the POINT OF BEGINNING with the subject tract containing 59,226 square feet or 1.360 acres of land.

EXHIBIT 2

CONCEPT PLAN

[Follows This Cover Page]



EXHIBIT 3

**DESCRIPTION OF ROADWAY AND WATER MAIN CONSTRUCTION IMPACT FEE
REIMBURSEMENT AREA**

[Follow This Cover Page]

EXHIBIT 3

Impact Fee Reimbursement Area

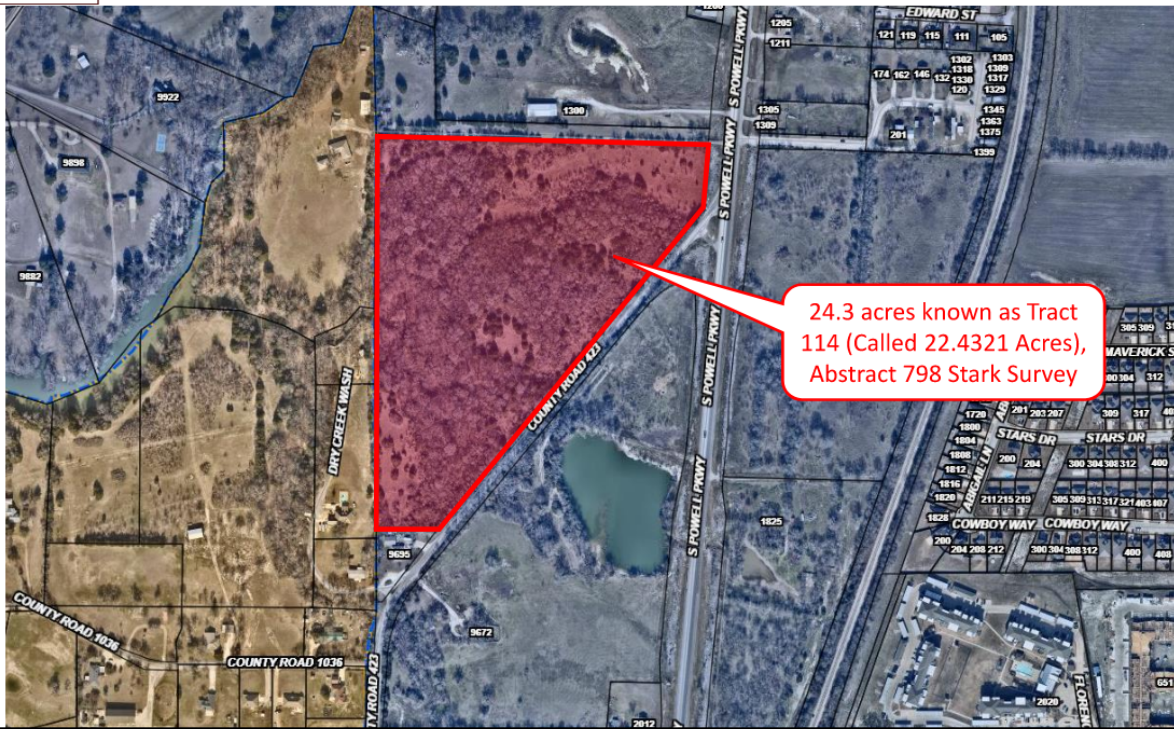


EXHIBIT 4

APPROVED ELEVATIONS

[Follow This Cover Page]

EXHIBIT 4

One Bedroom



Two Bedroom



Three Bedroom





Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Salena Tittle

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 24.3± acres located at the northwest corner of State Highway 5 and County Road 423 from SF-E Single-Family Residential – Large Lot to Planned Development to allow for a multiple-family residential development with modified development standards. (Planner II, Salena Tittle)

SUMMARY:

The applicant is proposing a multiple-family residential development on one lot with modified development standards consisting of one- and two-unit buildings, maximum height of one story/35 feet, consisting of one-bedroom, two-bedroom, and three-bedroom units.

The Planning & Zoning Commission recommended denial of the Planned Development zoning request unanimously. **Approval by City Council would require a supermajority vote.**

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A Concept Plan (Exhibit A), NexMetro CR 423, and an Open Space Exhibit (Exhibit B) accompany this request.

Surrounding Land Uses and Zoning

North: Vacant tract zoned SF-E Single-Family Residential - Large Lot (SF-E) (currently used for an access drive for the adjacent northwestern property).

East: Across State Highway 5, vacant land zoned SF-E Single-Family Residential - Large Lot (SF-E).

South: Single-family residential lot zoned SF-1 Single-Family Residential District (SF-1).

West: Extraterritorial Jurisdiction (ETJ).

Proposed Planned Development Stipulations

The requested zoning is Planned Development. This Planned Development is to allow for MF-1 Multiple-Family Residential – Medium Density with modified development standards. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for multiple one and two unit multiple-family residential buildings on one lot.

Design Standards – The language in the proposed PD district would allow for modified development standards associated with the multiple-family residential development request.

MF-1 Multiple-Family Residential – Medium Density

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. Parking- Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

The applicant is requesting not to provide the required visitor parking (0.25 per dwelling unit).

The applicant is requesting to reduce the required covered parking 75% to 50%.

2. Refuse facilities. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way.

The applicant is proposing four enclosed dumpster locations for the development as well as a valet service to offset the requirement.

3. Screening fence – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.

The applicant is requesting to install the following:

Six-foot masonry screening wall along State Highway 5 to ensure residents' privacy and create a sound barrier from traffic.

Six-foot board on board wood fence with masonry columns every 50 linear feet along County Road 423, the northern property boundary, and the southern property boundary line.c. Six-foot wood fence along the western property boundary line.

4. Screening requirements- Sec. 9.04.039 (Screening device requirements) of the Zoning Ordinance prohibits solid fences in the required front yard setback of any district. Additionally, no fence shall exceed 3 feet in height in the front yard of any district.

The applicant is proposing a 6-foot masonry screening wall within the required 50-foot front yard setback along State Highway 5 (THOR Overlay District requirement) to assist with traffic noise and provide privacy for future residents.

5. Minimum Building Separation (feet): 8

The fire department requires a minimum 10-foot building separation but has agreed to the 8-foot separation as long as all units are sprinklered per NFPA, NCTCOG, and our local fire code amendments.

6. Minimum Side Yard Setback (feet): 20

The applicant is requesting to reduce the required side yard setback to 20 feet along all property boundary not adjacent to right-of-way. The city's ordinance requires 25 feet.

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

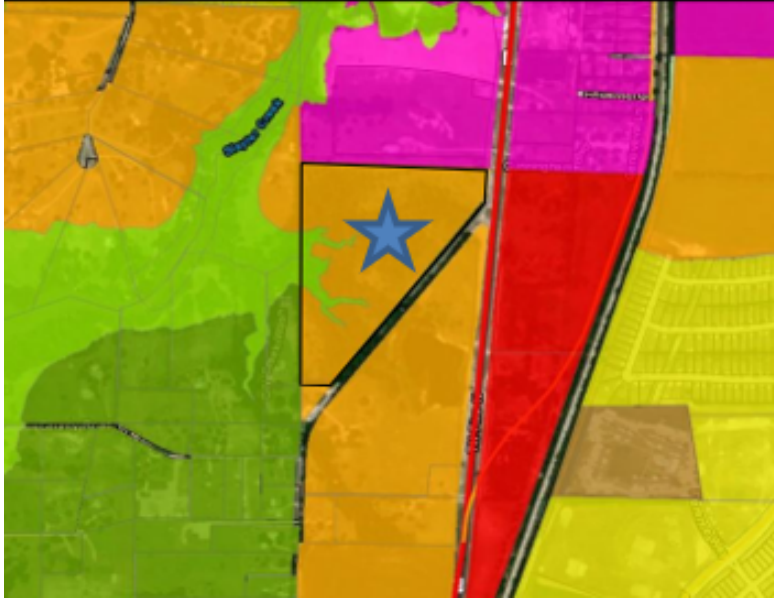
FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

Comprehensive Plan and Future Land Use Plan

Future Land Use Plan – The Future Land Use Plan designates this property as Cluster Residential (CR).



Character & Intent

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

The applicant is proposing one and two unit multiple-family residential dwellings on a single lot with interior vehicular circulation being provided by 24-foot fire lanes.

The proposed development form does not meet the Character & Intent as defined within the Anna 2050 Comprehensive Plan nor do the unit types being proposed meet the city's zoning regulations descriptions/definitions associated with single-family dwelling, detached or attached.

3.1.22 Single-family dwelling, attached: A dwelling that is part of a structure containing three or more dwellings, each designed and constructed for occupancy by one family, with each dwelling unit attached by a common wall to another with a minimum length of attachment of 20 feet, in which each dwelling is located on a separate platted lot.

3.1.23 Single-family dwelling, detached: A detached building designed exclusively for occupancy by one family, excluding manufactured housing, located on a lot or separate building tract and having no physical connection to a building on any other lot.

CONCLUSION:

The proposed residential development form does not meet the Character & Intent of the Cluster Residential PlaceType within the Anna 2050 Comprehensive Plan or as defined within the City of Anna Zoning Ordinance.

RECOMMENDATION:

The Planning and Zoning Commission recommended denial due to the proposed zoning not being in conformance with the Future Land Use Plan of the Anna 2050 Comprehensive Plan.

Below are the recommended restrictions if Council votes in favor of the zoning request:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 2) and Open Space Plan (Exhibit 3).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - i. Parking:
 - a. 2 parking spaces per dwelling unit
 - b. Visitor parking not required
 - c. 50% of required parking must be covered (Garage or Carport)
 - ii. Refuse Facilities: Multiple-family buildings will be served by valet trash service with four enclosed dumpster locations contained onsite.
 - iii. Screening:
 - a. Six-foot masonry screening wall, within the front yard setback, along State Highway 5 to ensure resident privacy and create a sound barrier from traffic.
 - b. Six-foot board on board wood fence with masonry columns every 50 linear feet along County Road 423 and the northern property boundary and southern property boundary lines.
 - c. Six-foot wood fence along the western property boundary line.
 - iv. Building separation (feet): minimum 8 feet. All buildings that are separated by less than 10 feet must be sprinklered per NFPA, NCTCOG, and local fire code amendments.
 - v. Side Yard Setback (feet): minimum 20 feet along all property boundary not adjacent to right-of-way.

STRATEGIC CONNECTIONS:

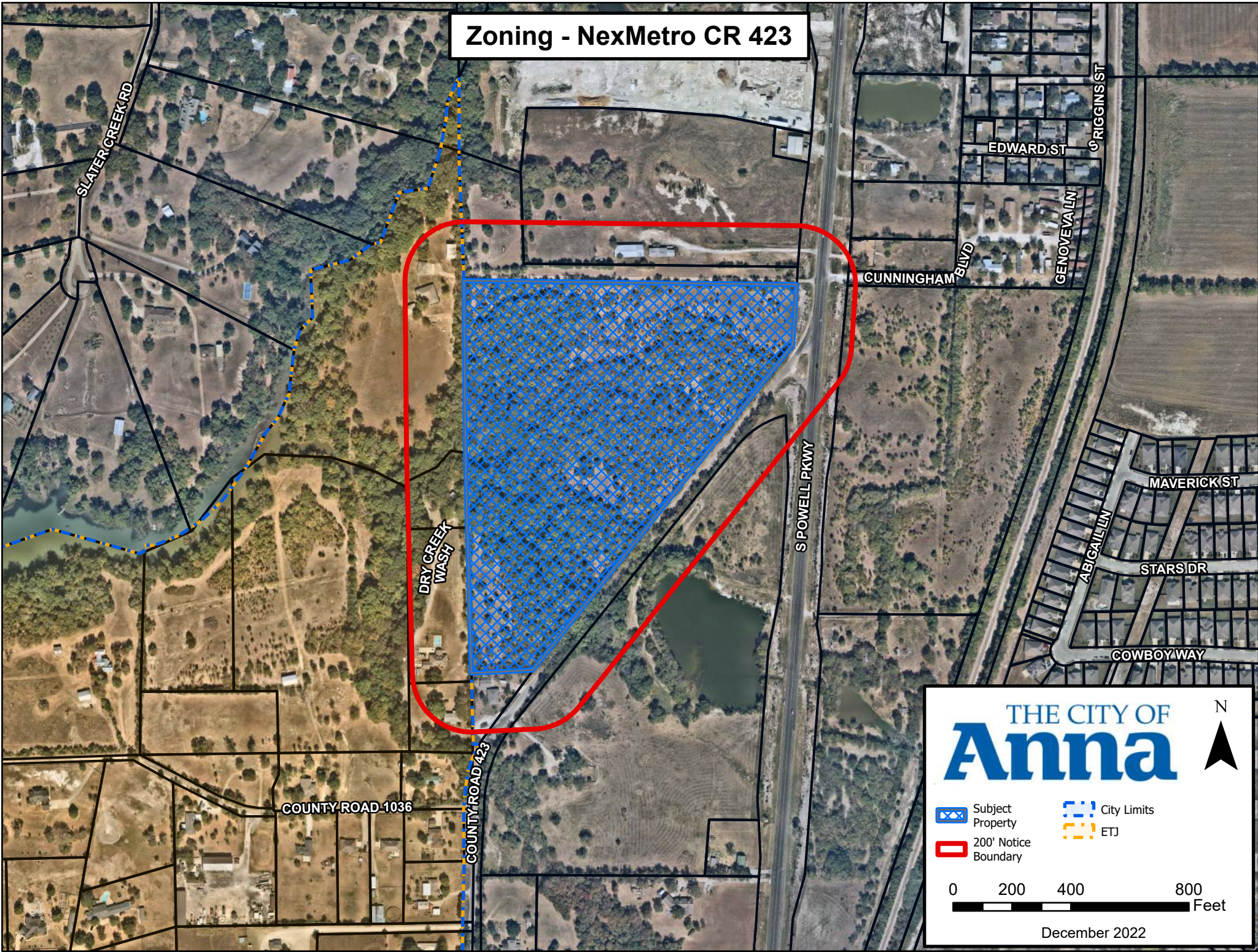
This item has no strategic connection.

ATTACHMENTS:

1. Zoning Locator Map
2. DRAFT Ordinance - NexMetro CR 423
3. DRAFT Ord. Exhibit 1 - Legal Description
4. DRAFT Ord. Exhibit 2 - NexMetro CR423 Concept Plan
5. DRAFT Ord. Exhibit 3 - NexMetro CR 423 Open Space Exhibit
6. PZ Packet - (Zoning) - NexMetro CR 423
7. Opposition Responses Combined

8. Applicant Housing Information Pamphlet

Zoning - NexMetro CR 423



CITY OF ANNA, TEXAS

(Property zoned under this ordinance is generally located at the northwest corner of State Highway 5 and County Road 423)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested zoning amendment from Ann Hayslett on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the northwest corner of State Highway 5 and County Road 423 is zoned SF-E Single-Family Residential – Large Lot; and

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

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

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

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of a high-quality Multiple-Family Residential – Medium Density development.

2. Definitions.

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

3. Development Standards.

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 2) and the Open Space Plan (Exhibit 3).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - i. Parking:
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 - b. Six-foot board on board wood fence with masonry columns every 50 linear feet along County Road 423 and the northern property boundary line and the southern property boundary line.
 - c. Six-foot wood fence along the western property boundary line.
 - iv. Building separation (feet): minimum 8 feet. All buildings that are separated by less than 10 feet must be sprinklered per NFPA, NCTCOG, and local fire code amendments.

- v. Side Yard Setback (feet): minimum 20 feet along all property boundary not adjacent to right-of-way.

Section 3. **Official Zoning Map**

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

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. **Penalty**

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

Section 6. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 28th day of February 2023.

ATTESTED:

Carrie L. Land, City Secretary

APPROVED:

Nate Pike, Mayor

DRAFT

LEGAL DESCRIPTION – TRACT 1

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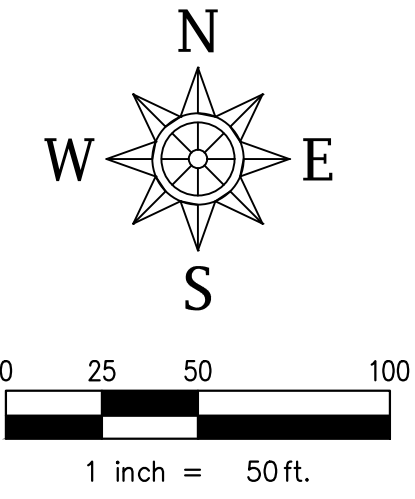
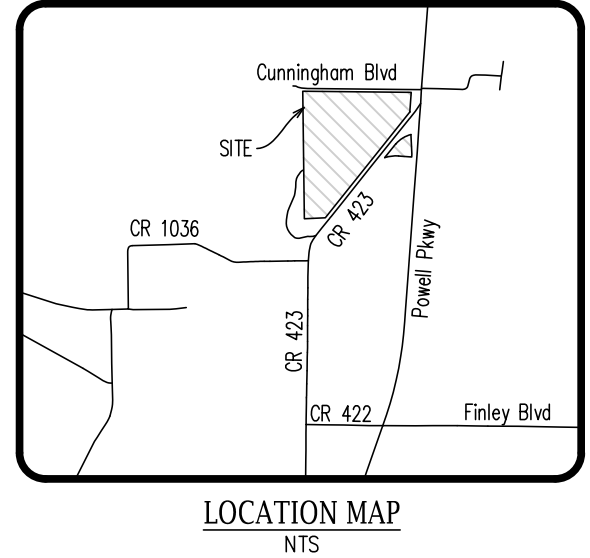
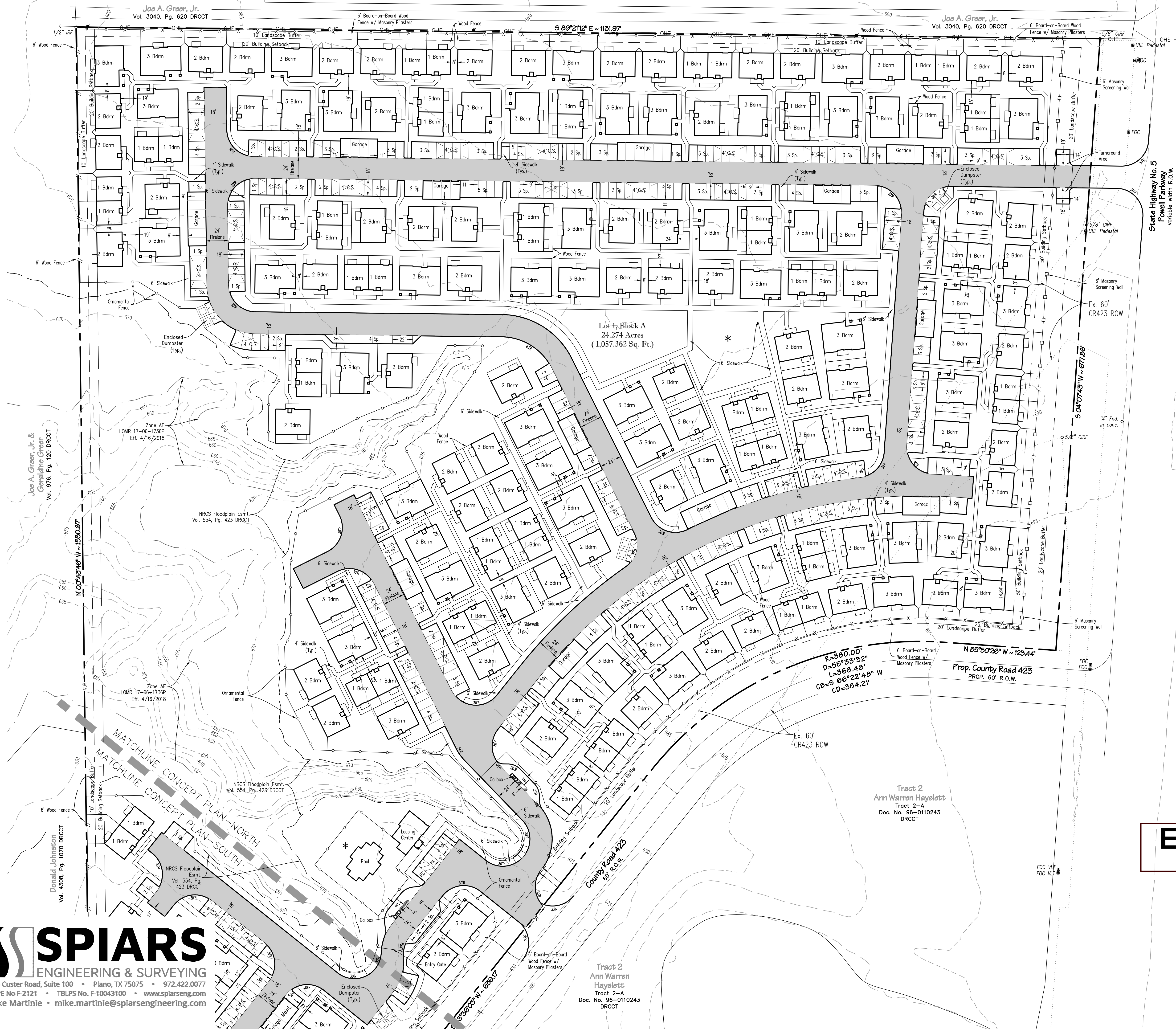
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7:27:31 PM



- Legend**
- Firelane
 - 6' Board-on-Board Wood Fence w/ Masonry Pilasters
 - 6' Masonry Screening Wall
 - Ornamental Fence
 - 6' Perimeter Wood Fence
 - Activity Node that will be designed & intended to promote community social interaction.
 - Covered Parking Structures

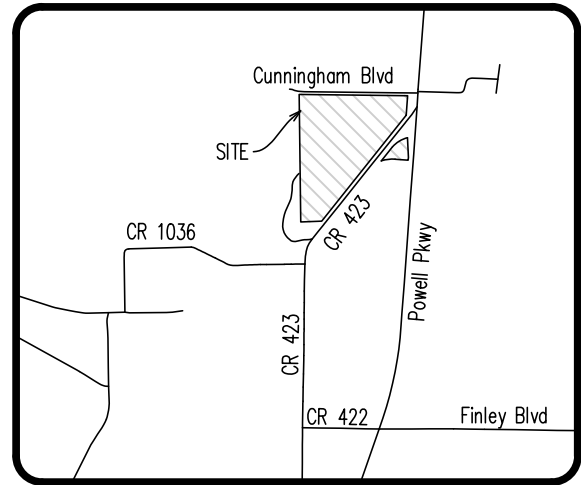
SITE DATA

Ex. Zoning	Single-Family Large Lot (SF-E)	
Prop. Zoning	Planned Development (PD/MF-1)	
Proposed Use	Multifamily	
Lot Area	24.274 Ac. / 1,057,362 Sq. Ft.	
Building Types:	No. Units:	Building Area:
Leasing Office	-	1,000 Sq. Ft.
1 Bedroom (1-B)	62	690 Sq. Ft.
2 Bedroom (2-B)	79	984 Sq. Ft.
3 Bedroom (3-B)	62	1,265 Sq. Ft.
Total:	203	199,946 Sq. Ft.
Building Height	1-Story, Max. 35'	
Lot Coverage	18.91%	
Density	8.36 Units/Ac.	
Parking Required:	Spaces/Unit	Spaces
1 Bedroom Units = 62	2.00	124
2 Bedroom Units = 79	2.00	158
3 Bedroom Units = 62	2.00	124
Leasing Office (1:200)	-	5
Total:		411
50% Covered Parking Req'd		206
Parking Provided	Spaces	
Standard Spaces	225	
Detached Covered Spaces	144	
Detached Garage Spaces	62	
Leasing Office	5	
Total:	436	
Covered Parking Provided	206	
Open Space Required		
1-Bed Units (600 Sq. Ft./Unit)	37,200 Sq. Ft.	
2-Bed Units (900 Sq. Ft./Unit)	71,100 Sq. Ft.	
3-Bed Units (1,200 Sq. Ft./Unit)	74,400 Sq. Ft.	
Total Open Space Required	182,700 Sq. Ft.	
Open Space Provided (Ratio)	Area (Sq. Ft.)	Open Space (Sq. Ft.)
Amenity Areas (3:1)	17,550	52,650
Pool (3:1)	6,480	19,440
Unit Backyards (1:1)	105,700	105,700
Open Areas (1:1)	26,980	26,980
Landscape Buffer Area (1:1)	56,260	56,260
Floodplain Area (1:2)	174,230	87,115
Total Open Space Provided	348,145	

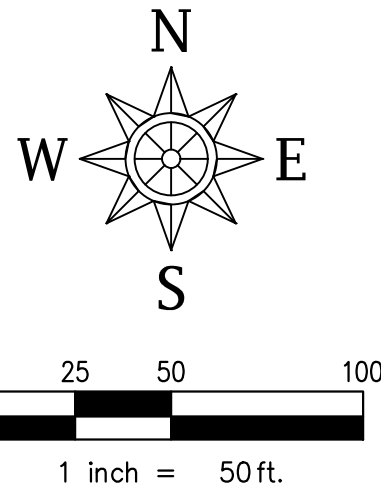
EXHIBIT 2
Sheet 1 of 2

EXHIBIT A
CONCEPT PLAN - NORTH
NEXMETRO CR423
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY ABSTRACT NO. 798
1,057,362 Sq. Ft./24.274 Acres

ENGINEER/SURVEYOR/APPLICANT	DEVELOPER	OWNER
Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Mike Martinie, P.E.	NexMetro Communities 2221 Lakeside Blvd., Suite 1210 Plano, TX 75075 Telephone: (469) 546-9434 Contact: Josh Eadie	Ann Warren Hayelett 7257 Stefani Drive Dallas, TX 75225 Telephone: (214) 346-1111

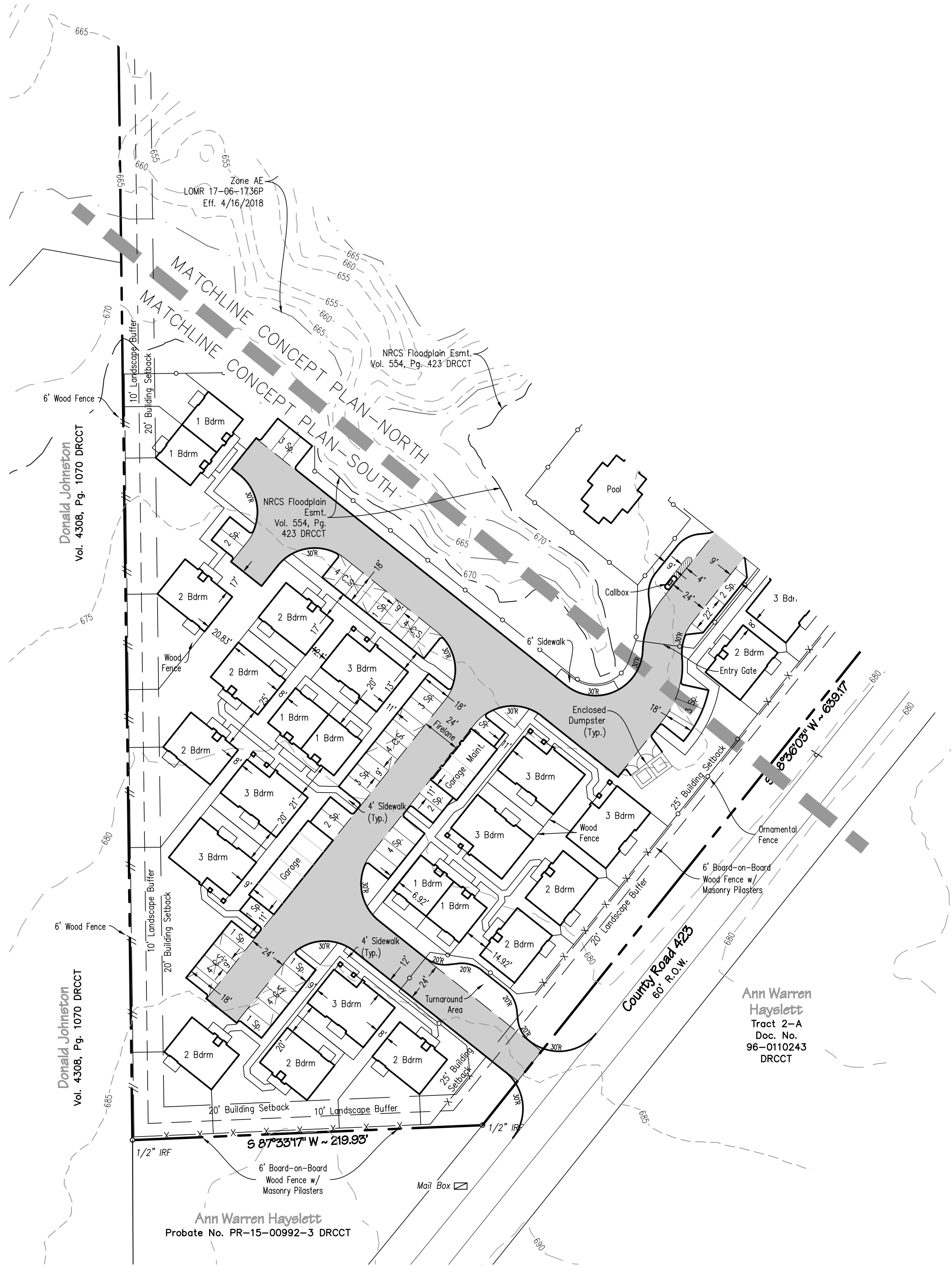


LOCATION MAP
NTS



Legend

- Firelane
- 6' Board on Board Wood Fence w/ Masonry Pilasters
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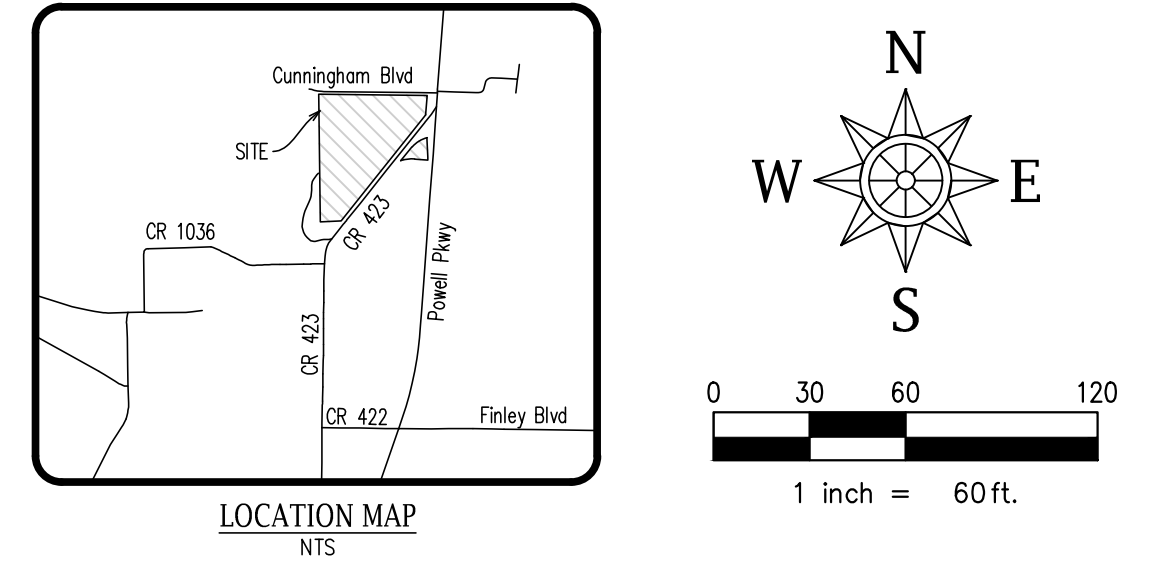


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EXHIBIT 2
Sheet 2 of 2

EXHIBIT A
CONCEPT PLAN - SOUTH
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IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY ABSTRACT NO. 798
1,057,362 Sq. Ft./24.274 Acres

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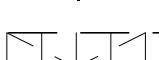
Legend

	Amenity Areas/Pool
	Unit Backyards
	Open Areas
	Landscape Buffer Area
	Floodplain Area

	6' Board on Board Wood Fence w/ Masonry Pillars
	6' Masonry Screening Wall
	Ornamental Fence
	6' Perimeter Wood Fence

*

Activity Node that will be designed & installed to promote community social interaction.

	Covered Parking Structures
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<u>SITE DATA</u>		
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Prop. Planned Use	Planned Development (PD/MF-1)	
Proposed Use	Multifamily	
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EXHIBIT 3

EXHIBIT B
OPEN SPACE EXHIBIT

NEXMETRO CR423

IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY ABSTRACT NO. 798
1,057,362 Sq. Ft./24.274 Acres

<u>ENGINEER/SURVEYOR/APPLICANT</u>	<u>DEVELOPER</u>	<u>OWNER</u>
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Telephone: (972) 422-0077 TBPE No. F-2121	Telephone: (469) 546-9434 Contact: Josh Eadie	
Contact: Mike Martinie, P.E.		



CITY OF ANNA
PLANNING & ZONING COMMISSION

February 6, 2023

Public Hearing: Zoning – NexMetro CR 423

Applicant: Ann Hayslett

DESCRIPTION:

Request to rezone 24.3± acres located at the northwest corner of State Highway 5 and County Road 423 from SF-E Single-Family Residential – Large Lot to Planned Development (PD) to allow for a multiple-family residential development with modified development standards.

REMARKS:

The applicant is proposing a multiple-family residential development on one lot with modified development standards consisting of one- and two-unit buildings, maximum height of one story/35 feet, consisting of one-bedroom, two-bedroom, and three-bedroom units.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A Concept Plan (Exhibit A), NexMetro CR 423, and an Open Space Plan (Exhibit B) accompany this request.

Surrounding Land Uses and Zoning

North	Vacant tract zoned SF-E Single-Family Residential – Large Lot (SF-E) (currently used for an access drive for the adjacent northwestern property).
East	Across State Highway 5 vacant land zoned SF-E Single-Family Residential – Large Lot (SF-E).
South	Single-family residential lot zoned SF-1 Single-Family Residential District (SF-1).
West	Extraterritorial Jurisdiction (ETJ).

Proposed Planned Development Stipulations

The requested zoning is Planned Development. This Planned Development is to allow for MF-1 Multiple-Family Residential – Medium Density with modified development standards. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for multiple one and two unit multiple-family residential buildings on one lot.

Design Standards – The language in the proposed PD district would allow for modified development standards associated with the multiple-family residential development request.

MF-1 Multiple-Family Residential – Medium Density

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

1. **Parking** - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.
 - The applicant is requesting not to provide the required visitor parking (0.25 per dwelling unit).
 - The applicant is requesting to reduce the required covered parking 75% to 50%.
2. **Refuse facilities**. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way.
 - The applicant is proposing four enclosed dumpster locations for the development as well as a valet service to offset the requirement.
3. **Screening fence** – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.
 - The applicant is requesting to install the following:
 - a. Six-foot masonry screening wall along State Highway 5 to ensure residents' privacy and create a sound barrier from traffic.
 - b. Six-foot board on board wood fence with masonry columns every 50 linear feet along County Road 423, the northern property boundary, and the southern property boundary line.
 - c. Six-foot wood fence along the western property boundary line.
4. **Screening requirements** - Sec. 9.04.039 (Screening device requirements) of the Zoning Ordinance prohibits solid fences in the required front yard setback of any district. Additionally, no fence shall exceed 3 feet in height in the front yard of any district.

- The applicant is proposing a 6-foot masonry screening wall within the required 50-foot front yard setback along State Highway 5 (THOR Overlay District requirement) to assist with traffic noise and provide privacy for future residents.
5. Minimum Building Separation (feet): 8
- *The fire department requires a minimum 10-foot building separation but has agreed to the 8-foot separation as long as all units are sprinklered per NFPA, NCTCOG, and our local fire code amendments.*
6. Minimum Side Yard Setback (feet): 20
- *The applicant is requesting to reduce the required side yard setback to 20 feet along all property boundary not adjacent to right-of-way. The city's ordinance requires 25 feet.*

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

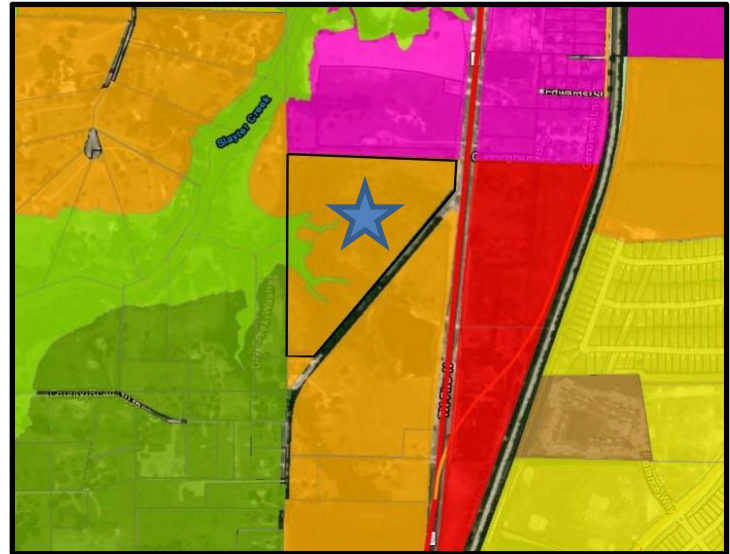
Comprehensive Plan and Future Land Use Plan

Future Land Use Plan – The Future Land Use Plan designates this property as Cluster Residential (CR).

Character & Intent

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

The applicant is proposing one and two unit multiple-family residential dwellings on a single lot with interior vehicular circulation being provided by 24-foot fire lanes.



The proposed development form does not meet the Character & Intent as defined within the Anna 2050 Comprehensive Plan nor do the unit types being proposed meet the city's zoning regulations descriptions/definitions associated with single-family dwelling, detached or attached.

3.1.22 Single-family dwelling, attached: *A dwelling that is part of a structure containing three or more dwellings, each designed and constructed for occupancy by one family, with each dwelling unit attached by a common wall to another with a minimum length of attachment of 20 feet, in which each dwelling is located on a separate platted lot.*

3.1.23 Single-family dwelling, detached: *A detached building designed exclusively for occupancy by one family, excluding manufactured housing, located on a lot or separate building tract and having no physical connection to a building on any other lot.*

SUMMARY:

Request to rezone 24.3± acres located at the northwest corner of State Highway 5 and County Road 423 from SF-E Single-Family Residential – Large Lot to Planned Development which will allow for a multiple-family residential development with modified development standards.

Although the proposed layout and development standards offer a diverse housing option within the City of Anna, the proposed residential development form does not meet the Character & Intent of the Cluster Residential PlaceType within the Anna 2050 Comprehensive Plan or as defined within the City of Anna Zoning Ordinance.

RECOMMENDATION:

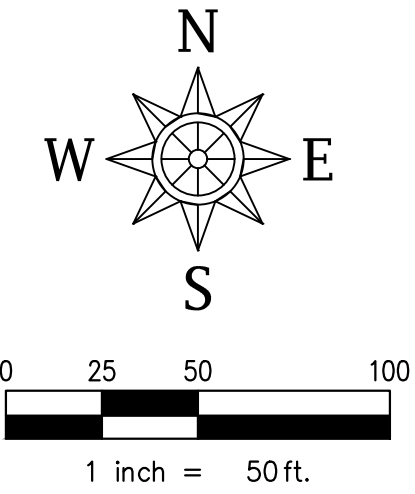
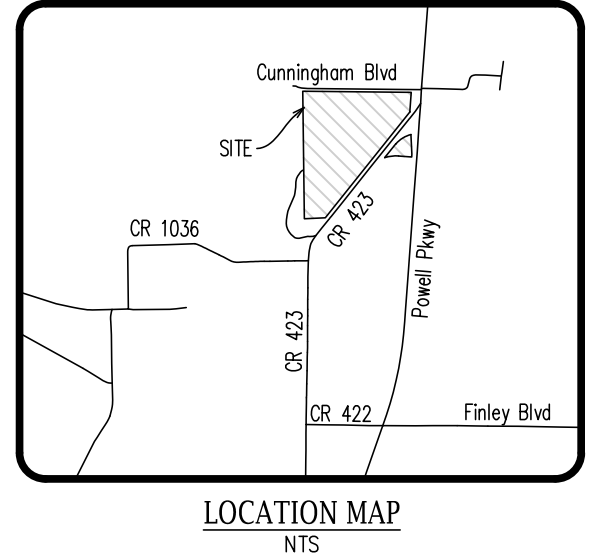
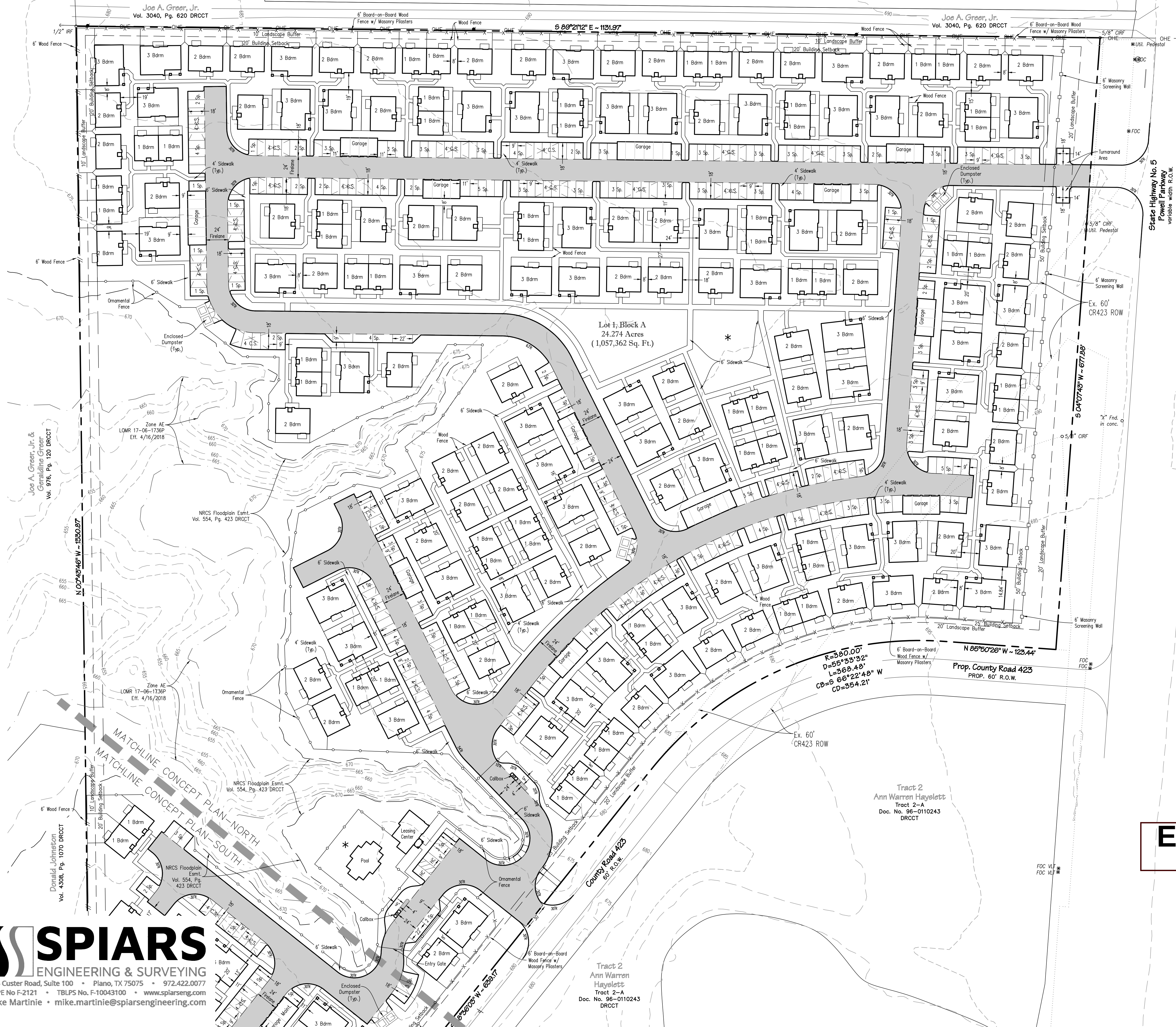
The proposed zoning is not in conformance with the Future Land Use Plan of the Anna 2050 Comprehensive Plan.

Below are the recommended restrictions if the Commission votes in favor of the zoning request:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A) and the Open Space Plan (Exhibit B).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential – Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - i. Parking:
 - a. 2 parking spaces per dwelling unit
 - b. Visitor parking not required
 - c. 50% of required parking must be covered (Garage or Carport)
 - ii. Refuse Facilities: Multiple-family buildings will be served by valet trash service with four enclosed dumpster locations contained onsite.
 - iii. Screening:
 - a. Six-foot masonry screening wall, within the front yard setback, along State Highway 5 to ensure resident privacy and create a sound barrier from traffic.
 - b. Six-foot board on board wood fence with masonry columns every 50 linear feet along County Road 423 and the northern property boundary line and the southern property boundary line.
 - c. Six-foot wood fence along the western property boundary line.

- iv. Building separation (feet): minimum 8 feet. All buildings that are separated by less than 10 feet must be sprinklered per NFPA, NCTCOG, and local fire code amendments.
- v. Side Yard Setback (feet): minimum 20 feet along all property boundary not adjacent to right-of-way.

Drawing: 6-2022 035522-156 NEXMETRO CR423(2) S.D. Plan.dwg, Saved By: Maria, Save Time: 1/31/2023 7:27:31 PM
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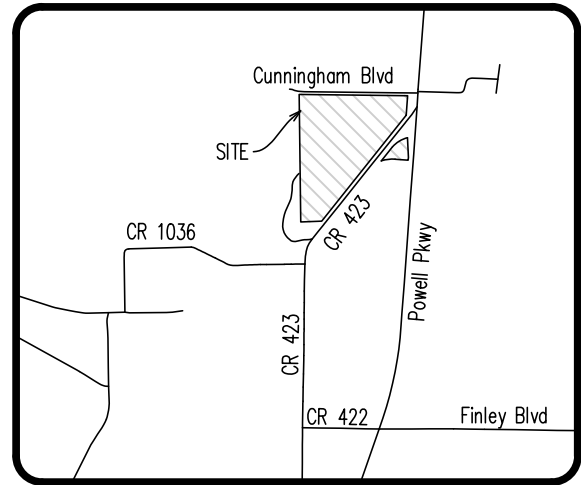
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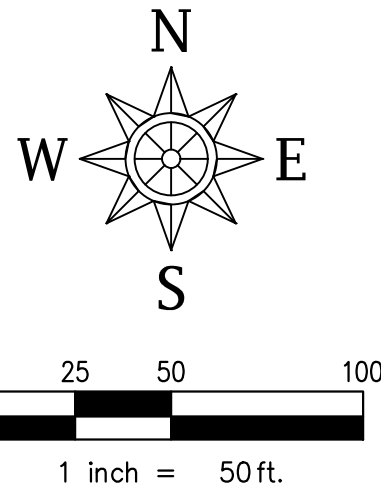
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LOCATION MAP
NTS



Legend

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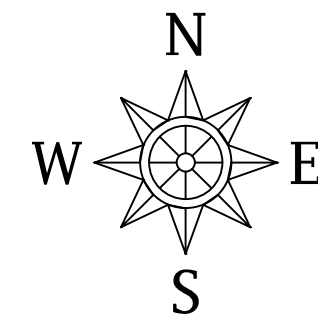
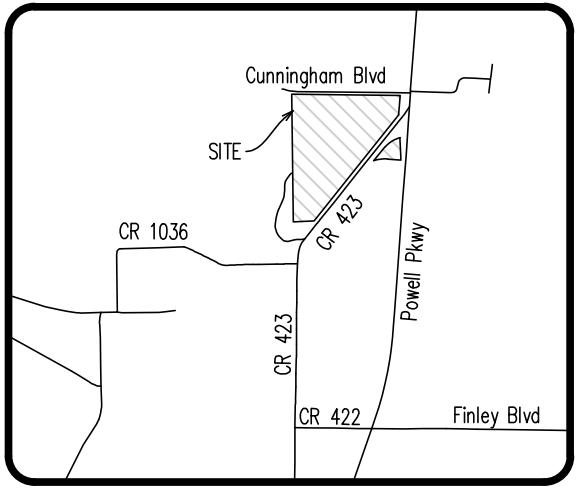
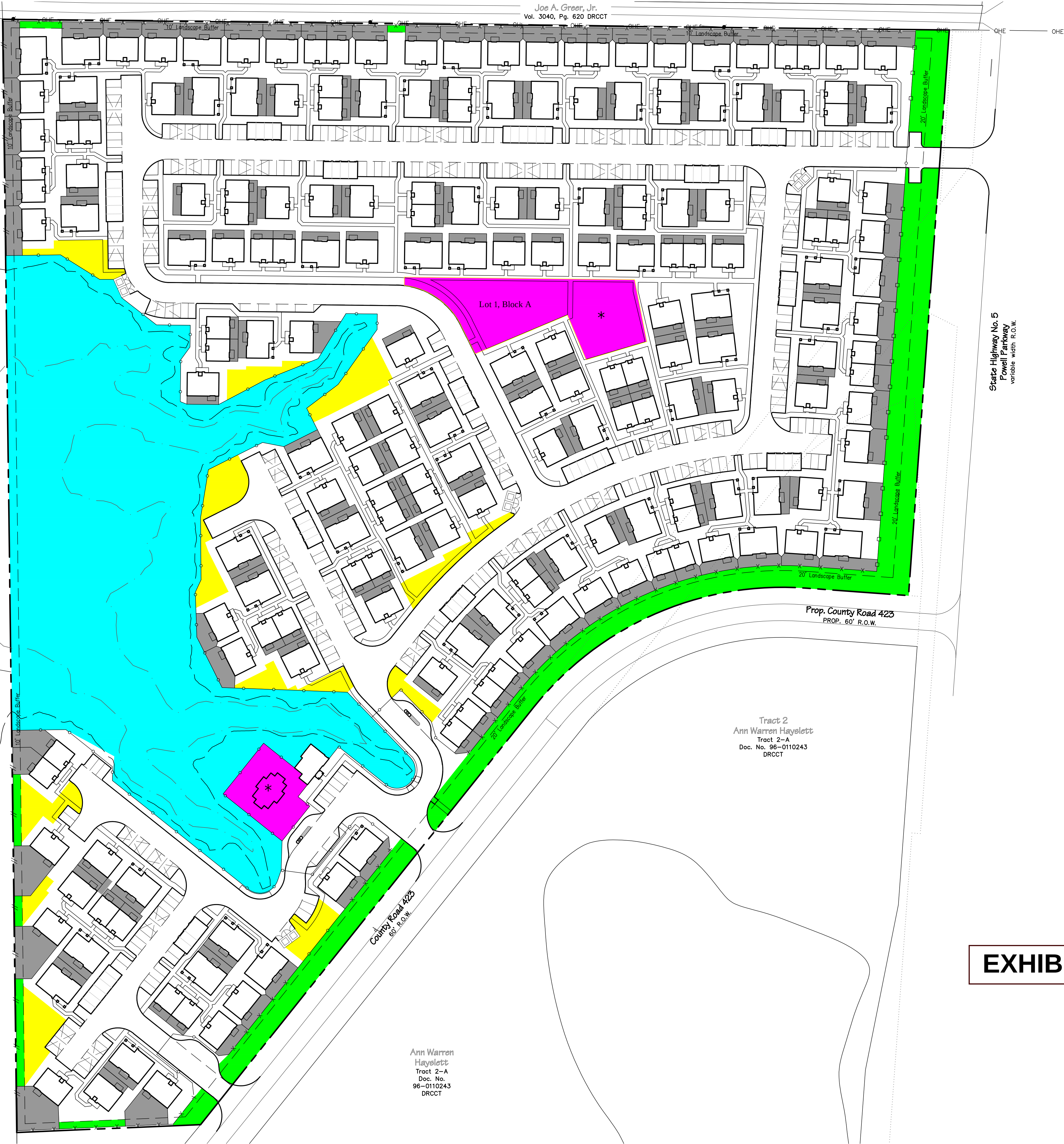
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Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Mike Martinie, P.E.	NexMetro Communities 2221 Lakeside Blvd., Suite 1210 Richardson, TX 75082 Telephone: (469) 546-9434 Contact: Josh Eddie	Ann Warren Haylett 7257 Stefani Drive Dallas, TX 75225

Joe A. Greer, Jr. &
Geraldine Greer
Vol. 976, Pg. 120 DRCCT

Donald Johnson
Vol. 4308, Pg. 1070 DRCCT



0 30 60 120
1 inch = 60 ft.

Legend

- Amenity Areas/Pool
- Unit Backyards
- Open Areas
- Landscape Buffer Area
- Floodplain Area
- 6' Board on Board Wood Fence w/ Masonry Pilasters
- 6' Masonry Screening Wall
- Ornamental Fence
- 6' Perimeter Wood Fence
- Activity Node that will be designed & intended to promote community social interaction.
- Covered Parking Structures

SITE DATA

Ex. Zoning	Single-Family Large Lot (SF-E)	
Prop. Zoning	Planned Development (PD/MF-1)	
Proposed Use	Multifamily	
Lot Area	24.274 Ac. / 1,057,362 Sq. Ft.	
Building Types:	No. Units:	Building Area:
Leasing Office	-	1,000 Sq. Ft.
1 Bedroom (1-B)	62	690 Sq. Ft.
2 Bedroom (2-B)	79	984 Sq. Ft.
3 Bedroom (3-B)	62	1,265 Sq. Ft.
Total:	203	199,946 Sq. Ft.
Building Height	1-Story, Max. 35'	
Lot Coverage	18.91%	
Density	8.36	Units/Ac.
Parking Required:	Spaces/Unit	Spaces
1 Bedroom Units = 62	2.00	124
2 Bedroom Units = 79	2.00	158
3 Bedroom Units = 62	2.00	124
Leasing Office (1:200)	-	5
Total:	411	
50% Covered Parking Req'd	206	
Parking Provided	Spaces	
Standard Spaces	225	
Detached Covered Spaces	144	
Detached Garage Spaces	62	
Leasing Office	5	
Total:	436	
Covered Parking Provided	206	
Open Space Required		
1-Bed Units (600 Sq. Ft./Unit)	37,200 Sq. Ft.	
2-Bed Units (900 Sq. Ft./Unit)	71,100 Sq. Ft.	
3-Bed Units (1,200 Sq. Ft./Unit)	74,400 Sq. Ft.	
Total Open Space Required	182,700 Sq. Ft.	
Open Space Provided (Ratio)	Area (Sq. Ft.)	Open Space (Sq. Ft.)
Amenity Areas (3:1)	17,550	52,650
Pool (3:1)	6,480	19,440
Unit Backyards (1:1)	105,700	105,700
Open Areas (1:1)	26,980	26,980
Landscape Buffer Area (1:1)	56,260	56,260
Floodplain Area (1:2)	174,230	87,115
Total Open Space Provided	348,145	

EXHIBIT B

EXHIBIT B
OPEN SPACE EXHIBIT
NEXMETRO CR423
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY ABSTRACT NO. 798
1,057,362 Sq. Ft./24.274 Acres

ENGINEER/SURVEYOR/APPLICANT	DEVELOPER	OWNER
Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Mike Martinie, P.E.	NexMetro Communities 2221 Lakeside Blvd., Suite 1210 Plano, TX 75075 Telephone: (469) 546-9434 Contact: Josh Eadie	Ann Warren Hayslett 7257 Stefani Drive Dallas, TX 75225

January 30, 2023

NexMetro CR423 – PD Justification Memo

Below, please find all variances included in the PD Development Regulations and their support justification. We believe the PD to be fair and restrictive to our use, while providing flexibility in some areas that would not drive value for our unique product type. We did our best to provide examples rather than theories and would be open to providing additional support by touring our existing product or providing design parameters if applicable.

ACCESSORY USE

VARIANCE:

- Covered parking structures to be maximum $\pm 54'$; code states "carports" to be max 24' long.

JUSTIFICATION:

- The term "Carports" lends itself to be for only 2 parking stalls in a residential setting, while it's more common to have covered parking structures/awnings for MF anywhere from 4 to 6 spaces long/wide. Our ask would be to allow for max 6-stall covered parking structures. We would be happy to provide an example of our other projects if needed, but this request seems common to most MF product.

BUILDING/YARD SETBACK

VARIANCE:

- Proposing 20' building setback along adjacent single-family zoning (south & north parcels), Code requires 25' building setback.
- Proposed masonry screening wall along Hwy 5 is allowed to be within 50' building setback; Code requires screening to be located outside of building setback.

JUSTIFICATION:

- Will be providing a 6' board-on-board wood fence w/ masonry pilasters abutting the adjacent single-family zoning to the north and south with the provided building setback as a part of the unit backyards. Adjacent property to the north is a flag lot with no adjacent homes (just an access drive). Providing masonry screening wall along Hwy 5 frontage (east) within the provided building setback as part of unit backyards. Masonry screening wall provides noise reduction from highway and location relative to the units is intended to provide additional buffer from highway noise. Also, additional 5' building setback provided along west property line – 15' required, 20' provided; 25' building setback provided along CR423 – 25' required, 25' provided; 50' building setback provided along Hwy5 – 50' required, 50' provided.
- To provide desired "landscape buffer" along frontage and non-frontage boundaries with fence located in the building setback, canopy tree plantings will be provided in accordance with the "Perimeter Landscape" stipulations below.

PERIMETER LANDSCAPE***VARIANCE:***

- Required 10' landscape buffer along adjacent single-family zoning (south & north parcels) able to be within unit backyards, with wood privacy fences allowed in buffer.

JUSTIFICATION:

- Will be providing a 6' board-on-board wood fence w/ masonry pilasters abutting the adjacent single-family zoning to the north and south with the required 10' buffer as a part of the unit backyards. Adjacent property to the north is a flag lot with no adjacent homes (just an access drive). A 10' buffer outside either screening wall/fence would turn into a "no man's land" and be cumbersome to maintain especially if adjacent developments had fences installed at property line. Also, additional 5' yard setback provided along west property line – 15' required, 20' provided; 25' yard setback provided along CR423 – 25' required, 25' provided; and 40' yard setback provided along Hwy5 – 50' required, 40' provided. Tree plantings to be provided within unit backyards along north and south property line to appease intent of landscape buffer in addition to screening proposed along all property lines.

OPEN SPACE/INTERIOR LANDSCAPE***VARIANCE:***

- Pool, Event Areas, and Open Space areas onsite to be considered 3:1 for required open space requirements – available landscape area onsite that is outside of LS buffer is more than double requirement of Open Space area (not all said landscape area has been included in calculation on concept plan).
- Development proposes 10-foot landscape buffer along north and south property lines to be contiguous with abutting unit backyards.

JUSTIFICATION:

- Pool, Event Areas, and other Open Spaces areas are programmed for usage (grills, fire pits, seating, games, etc.) and not just wide-open spaces.
- Additional landscape area is provided adjacent to NRCS floodplain but not all said landscape area is included in open space calculations.

PARKING***VARIANCE:***

- 2 parking spaces per unit included resident and visitor allowance; code required 2/unit for residents and 0.25/unit for visitors.
- Proposed covered parking at rate of 50%.

JUSTIFICATION

- An independent parking study was conducted on existing Avilla developments and yielded a parking demand of 1.85 per unit (resident and visitor). NexMetro commits to provide a minimum 2 spaces per unit but may exceed this ratio once final site planning and engineering occurs.
- Parking study is attached as Exhibit A.

DUMPSTERS

VARIANCE:

- Dumpster locations will exceed allowed 250' from each unit.

JUSTIFICATION

- Development will utilize a valet trash service in which residents will have trash pickup at unit front door 7 days a week.

SIGNAGE

VARIANCE:

- Two signs for development

JUSTIFICATION

- Development would like to utilize screening wall signage as a part of the hardscape design, which would flank both sides of main entry at CR423 with another sign option interfacing with the masonry screening wall and/or board-on-board wood fence along Hwy 5. This is to be masonry with metal lettering, consistent with other NexMetro projects. We can provide a picture if necessary.

SCREENING

VARIANCE:

- 6' board-on-board wood fence w/ masonry pilasters along public ROW.
- Ornamental fence along portion of public ROW.
- 6' board-on-board wood fence w/ masonry pilasters along the north, adjacent to a single-family zoned flag lot currently used for an access drive.
- Required masonry screening wall to be 6' in height, located only to the south adjacent to single-family zoning.
- 6' wood fence along the west property line (county).

JUSTIFICATION:

- Screening is not required along public ROW. In effort to secure development, we propose a mixture of 6' board-on-board w/ masonry pilasters and ornamental fencing along CR423 and Hwy5. Masonry screening along the south can also have tree plantings in 10' backyards contributing to screening. Board-on-board fence w/ masonry pilasters along the north can also have tree plantings in 10' backyards contributing to screening. Northern property line does not abut homes on the single-family zoned property, this portion of flag lot is utilized for an access drive from Hwy5. The distance between the future CR423 ROW back of curb and our property would be utilized as a mixture of trail, landscaping, and screening wall. This would be the best use of land whether dedicated or privately owned.

BUILDING SEPARATION

VARIANCE:

- 8' Separation between buildings

JUSTIFICATION

- Buildings construction will utilize NFPA-13D sprinkler requirements and will be minimum of 8' apart. In reviewing the PD Site Plan, the typical distance between homes is around 10'. The average is even higher.

EXHIBIT A



RECEIVED
01/30/2023
PLANNING DEPT.
CITY OF ANNA

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

This property borders my property east and west and north to south. The development
of this property as proposed will negatively impact our quality of life, privacy and safety.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Joe A. Greer, Jr.

Name (Please Print)

Joe A. Greer Jr

Signature

PO Box 272, Anna, TX 75409

Address

January 28, 2023

Date

Please return form to:

USPS Mail:

City of Anna

Planning and Development Department

P.O. Box 776

Anna, TX 75409

Hand Delivery:

Planning and Development Department

Municipal Complex

120 W. Seventh Street

Anna, TX 75409

Or by e-mail to stittle@annatexas.gov

Subject: Zoning Response

Ross Altobelli

From: Beth Lowry [REDACTED]
Sent: Saturday, February 04, 2023 8:30 PM
To: Ross Altobelli; Nate Pike; Lee Miller; Kevin Toten; Stan Carver; Randy Atchley; Danny Ussery; Pete Cain
Subject: Rezoning Hwy 5 & 423

Hello all,

I would like my email to be on record that I am completely against zoning for more multi-family. We are going to have 3 in Anna Town Square, one on Foster Crossing. This is going to be a traffic nightmare, and there's going to be a lot of people in a small radius. We don't have the infrastructure to handle all of this as is.

Please leave it zoned as is. We have plenty of mutli-family this area! It really makes me regret building in this area. I had no idea that all you were going to focus on was bringing in as many apartment complexes as possible.

Beth Lowry
ATS Resident

From: Glenn Brown [REDACTED]
Sent: Wednesday, February 08, 2023 6:00 PM
To: Ross Altobelli <raltobelli@annatexas.gov>
Subject: Resent and Ongoing zoning change request

Mr. Altobelli,

I am opposed to rezoning of the property on the 24.3+acres located at the northwest corner of State Highway 5 and County Road 423 from Single-Family Residential to multi-family residential.

The addition of zoning change to multifamily of this land and land in proximity is against the current 2050 plan. Further zoning change in this area to additional Multifamily housing is detrimental for the entire city of Anna.

I understand the concept of Multifamily housing supporting the development of Anna. Given the already abundance of such planned from White St. to East Foster Crossing along Hwy 5. and Finley Blvd. It's time to close the door on Multifamily Zoning in this area and redirect such to areas behind future retail development along 75 and or dispersed more throughout Anna.

Respectfully,
Glenn Brown
2109 Adriana Dr.
Anna, Tx 75409

[Sent from Yahoo Mail for iPad](#)

From: Jennifer Wolfe [REDACTED]
Sent: Wednesday, February 08, 2023 9:10 PM
To: Ross Altobelli <raltobelli@annatexas.gov>
Subject: Anna Development

Hello,

My name is Jennifer Wolfe and my address is 813 Brittany Dr Anna TX 75409.

I am opposed to the rezoning of the property on the 24.3+acres located at the northwest corner of State Highway 5 and County Road 423 from Single-Family Residential to multi-family residential.

Thank you for your time and consideration.

Jennifer Wolfe

From: Savannah Farrell [REDACTED]
Sent: Wednesday, February 08, 2023 6:19 PM
To: Ross Altobelli <raltobelli@annatexas.gov>
Subject: Opposing zoning change

Hello,

My name is Savannah Somers and I live in Anna Town Square. I am opposed to the rezoning of the property on the 24.3+acres located at the northwest corner of State Highway 5 and County Road 423 from Single-Family Residential to multi-family residential. We already have multiple multi-family apartments, a preschool, an elementary school AND soon to be a middle school in our neighborhood. We certainly don't need more traffic or any other developments that lower our house values.

Thank you in advance,
Savannah Somers

Ross Altobelli

From: stephanie matcek [REDACTED]
Sent: Saturday, February 04, 2023 6:17 PM
To: Nate Pike; Lee Miller; Danny Ussery; Randy Atchley; Stan Carver; Kevin Toten; Ross Altobelli
Cc: Lauren Mecke
Subject: P&Z Meeting Monday, Feb 2 Item #15

Good Afternoon,

I am a resident of Anna, TX. I am in opposition to the zoning request change for item 15 (Property on the NW corner of HWY5 and 423) that is on the agenda for Monday February 6, 2023 P&Z Meeting . It is currently zoned for SF.

This last year The City of Anna has approved a large amount of diversified housing options for new incoming residents to rent. I do see a pattern of the same zoning changes being requested over and over for the high density developments in this area (parking, trash, setbacks, and fencing). I'm not seeing the diversity in this. Please don't let diversity be replaced by high density.

Last year we had a neighbor involved in a fatal accident at HWY 5 and 423. I recently used the intersection. It was hard to gauge the speed of the traffic with limited visibility headed south bound on HWY 5. The timing of infrastructure changes to HWY 5, 423, Finley, and Leonard should be taken under consideration with the timing and of adding additional traffic flow.

I'm opposed to the rezoning changes for the following reasons. It would add additional traffic issues that come with high density population at that location. There are plenty of diversified multi-family options already planned for future residents near this location. The rezoning does not align with the 2050 City Plan.

Traffic is a key piece to The City of Anna's culture. I appreciate all of you. Thank you for serving our City. I appreciate all you do for Anna.

Best Regards,
Stephanie Dingle
820 Anne Ct



Discovering and Developing Missing Middle Housing



TOWNHOUSE



DUPLEX



MANSION APARTMENT

- What it is
- Where it went
- And why it's a needed housing option for people of *all* ages

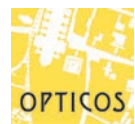


ACCESSORY DWELLING UNIT



COTTAGE COURT

SEE MORE HOME TYPES INSIDE!





AARP is the nation’s largest nonprofit, nonpartisan organization dedicated to empowering people 50 or older to choose how they live as they age. With nearly 38 million members and offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, AARP strengthens communities and advocates for what matters most to families, with a focus on health security, financial stability and personal fulfillment.

AARP, 601 E Street NW, Washington, D.C. 20049
Web: *AARP.org*
Toll-Free English: 1-888-OUR-AARP (1-888-687-2277)
Toll-Free Spanish: 1-877-342-2277
International Calls: +1-202-434-3525
TTY User Dial 711: English: 1-877-434-7598 | Spanish: 1-866-238-9488

AARP Livable Communities

The AARP Livable Communities initiative supports the efforts of local leaders and residents throughout the nation to make their communities more livable and age-friendly. Among the initiative’s programs are the AARP Community Challenge, an annual grant-funding effort to support projects that build momentum for local change, and the AARP Network of Age-Friendly States and Communities.

Web: *AARP.org/Livable*
Newsletter: *AARP.org/LivableSubscribe*
Email: *Livable@AARP.org* | **Twitter:** *@AARPLivable* | **Facebook:** */AARPLivableCommunities*



Opticos Design

Founded in 2000 on the belief that walkable places are critical for healthy, resilient and equitable communities, Opticos is a team of urban designers, architects and strategists focused on finding new solutions to the most challenging housing and community issues of our time. Opticos introduced the concept of Missing Middle Housing and is a leader in the development of form-based coding, a mixed-use and walkability-supportive type of zoning. As a founding B Corporation, Opticos is committed to operating with a focus on social, environmental and economic responsibility.

Opticos, 2100 Milvia Street, Suite 125, Berkeley, California 94704
Web: *OpticosDesign.com*
Phone: 1-501-558-6957
Newsletter: *OpticosDesign.com/blog*
Email: *info@opticosdesign.com* | **Twitter:** *@OpticosDesign* | **Facebook:** */OpticosDesign*

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What Is Missing Middle Housing — and Where Did It Go?

Across the United States, there is a mismatch between the available housing stock and what the market wants and needs.

As a nation, we need a shift in how homes are designed and developed. So-called Missing Middle Housing is a critical part of the solution.

Architect and urban designer Daniel Parolek is the founder of Opticos Design and a frequent contributor to AARP. He coined the term “Missing Middle” to describe a set of residential building types that exist in the middle of the continuum between detached single-family houses and large apartment buildings.

Such midsized, often moderately priced homes are referred to as

missing because very few have been built in the U.S. since the early 1940s. The shortage is largely due to zoning constraints, the shift to car-centric patterns of development, and the challenges of financing multiunit dwellings.

That’s a problem, because the benefits of this largely missing housing type abound:

- Missing Middle homes provide the size and affordability options that people of all ages — including older adults — very much need but often can’t find.
- Since Missing Middle dwellings are house-scale, the design and size of the buildings fit comfortably among detached single-family houses.

- When a classic but too-large historic home is converted into a multiunit Missing Middle-style residence, the housing type can help preserve existing houses as well as an area’s look and feel.
- The housing type can enable family members to live with or near one another while having their own space or residence. (Find more benefits on page 4.)

Discovering and Developing Missing Middle Housing provides local leaders, building and planning professionals, and involved community members with information about what Missing Middle Housing is — and why it’s time to return this versatile residence type to America’s housing portfolio. ■

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▼ Turn the page to learn about this Missing Middle streetscape.



The Characteristics of Missing Middle Housing

Because Missing Middle homes are house-scale, they typically look like and are the size of a single-family dwelling. But inside, the house contains multiple homes. Among the Missing Middle home type's other characteristics and qualities:

- The buildings fit seamlessly into neighborhoods, either because similar housing types already exist in the community or because the homes are designed and constructed to preserve or complement the streetscape's appearance and character.
- The house-sized, multiunit structures can provide a neighborhood or community with a wider range of housing options, at various price points.
- The housing types fit within — and help to generate — walkable, place-based neighborhoods with community amenities that become an extension of people's homes and serve as shared spaces where neighbors can safely get out and about and gather.
- The homes can accommodate people of all ages, physical abilities and life stages.



Residential development since the mid-20th century has focused on the creation of detached single-family homes or large apartment buildings. The hard-to-find housing options in between are the “Missing Middle.”

The AARP Home and Community Survey consistently finds that most Americans, including older adults, prefer to live in neighborhoods that offer a mix of housing and transportation options and are close to jobs, schools, shopping, entertainment and green spaces.

These preferences — coupled with the rapid aging of the U.S. population overall, the decrease in households with children and the national housing shortage — will likely boost the demand for smaller homes and affordable, quality rental housing in amenity-rich locations.

A neighborhood that includes Missing Middle Housing is well-positioned to respond. ■

An important point: Walkability is key to the benefits provided by Missing Middle Housing. With stores, services and eateries within walking distance of where people live, local businesses can thrive and car ownership by residents can be optional, thus reducing the need for a community or developer to provide parking. That, in turn, helps reduce the costs for all involved. (Learn more on pages 4 and 26.)



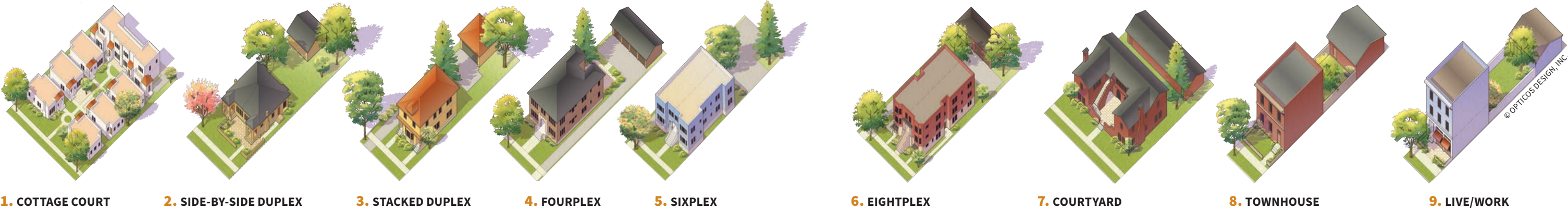
PHOTOS: OPTICOS DESIGN (2)

Up until the 1940s, small, multiunit buildings (such as the Alameda, California, fourplex pictured here) were commonly built on standard lots within neighborhoods to provide housing for moderate-income individuals and families.



Historic Missing Middle Housing examples (like this side-by-side duplex home in New Orleans, Louisiana) often have the same level of architectural refinement as single-family houses from the same era.

A Missing Middle Housing Sampler



Benefits of Missing Middle Housing

The word “middle” as used in the term “Missing Middle Housing” principally refers to the midsized housing types that exist between single-family homes and large (often high-rise) apartment or condominium buildings. But “middle” also relates to the home type’s level of affordability.

Because Missing Middle residences have historically delivered attainable housing choices for people earning 60 percent or more of an area’s median income, they are a practical and needed middle income and workforce housing option. The size and cost of Missing Middle units also benefit older adults, including empty nesters looking to downsize.

A caveat: The affordability or even attainability of Missing Middle Housing — for developers and buyers — is only possible where land and real estate prices haven’t become so inflated that building or purchasing a home is financially prohibitive.

BENEFIT: Affordability by Design

Missing Middle Housing increases supply and supports walkable living by using land efficiently; providing small yet spacious residences; employing simple, lower-cost-but-still-quality construction

methods; reducing the reliance on car ownership; and, often, providing income opportunities for owners.

All these factors result in a housing choice that is more attainable for buyers and renters than most detached single-family houses.

BENEFIT: Reduced Transportation Costs

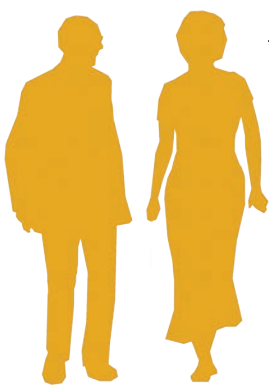
Parking is expensive.

“It costs thousands of dollars per stall to build. It occupies valuable real estate. It is ubiquitous, accompanying nearly every building built across the United States,” says *ReinventingParking.org*. “Yet at nearly every destination, drivers don’t directly pay for the parking they use. Instead, the cost is hidden, bundled into the grocery bill, benefits package, and rent of every shopper, employee, and tenant.”¹

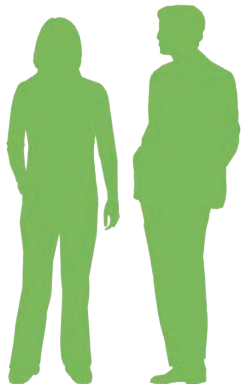
For an apartment dweller, a parking spot adds an average cost of \$225 per month.² According to *HomeAdvisor.com*, the cost to pave a parking lot can range from \$10,000 for a 10-car space to \$700,000 for a 300-car area.³ The cost to build a parking garage ranges from \$7 million to \$12 million, reports *Fixr.com*.⁴



I live alone. I feel safe in my neighborhood, which is active and walkable. I’m close to my gym, a small grocery store and a great coffee shop. My office is an easy bike ride away. My studio apartment is perfect for me and lets me save for my future.



We are retirees. We’re so glad we can remain in our longtime neighborhood after downsizing from the large home where we raised our children.



We’re a couple. We share a one-bedroom apartment in a lively neighborhood where we can walk to shops, restaurants and even our jobs!

I’m a single father. I appreciate living in a neighborhood where my child can play at a local park — and I don’t need to care for a big house and yard on top of solo parenting.



Added to the costs shouldered by residents is the expense of owning and operating a car in the United States, which according to AAA is nearly \$10,000 a year.⁵ Since Missing Middle Housing is inextricably tied to walkable places — and, often, public transit options — the need for a car and parking can be reduced or outright eliminated. (See page 26 for more.)

BENEFIT: Shared Land Costs

When a multiunit residence or development is placed on the same-sized lot as a single-family home, land costs can be divided among multiple households. As a result, it’s often less expensive to purchase the individual unit than a single-family home of the same overall size and quality of construction.

BENEFIT: Smart Land Use

Since Missing Middle homes vary in size and can be quite small, they are able to fit on small plots of land and can more easily work around a location’s trees and natural topography. The home type is especially useful for infill lots, which are undeveloped or now-vacant plots of land in otherwise developed locations.

Filling infill and other small lots with Missing Middle Housing achieves big change through small contributions. The incremental creation of such

homes can add significant numbers of affordable, locally owned housing units. Because small residential lots can provide business opportunities for local, smaller-scale builders and developers, they empower residents and small businesses to build equity and benefit from improvements to a neighborhood and the broader community.

BENEFIT: Income, Equity and Empowerment

High housing costs and decades of discriminatory practices (such as restrictive ordinances and mortgage redlining against minority groups) have denied home ownership to many Americans.

Because the entry-level purchase cost is less than a single-family home, Missing Middle Housing types can provide people of various incomes and experiences the opportunity to live in quality housing and build equity while doing so.

Since federal home loans can be used to finance buildings with up to four units, buyers can qualify to purchase a Missing Middle building that contains their own unit and up to three other apartments. The rental income can help pay the loan and the owners’ own housing costs. Alternatively, a smaller residence can enable an individual or family to buy a starter unit, build equity, and then potentially sell the property to purchase a larger home. ■



▲ Original Missing Middle-style homes from the mid-20th century and earlier still exist in older cities and towns. The quality runs the gamut from historically rich and renovated residences to those in need of repair and modernization. In existing walkable neighborhoods there are opportunities to convert single-family homes into multiple units. In this case, a house in Portland, Oregon, was refurbished and converted into a stacked fourplex. While the pictured project was financed with private funding, affordable housing subsidies and historic preservation funds can be available for these types of projects.



FOR ENDNOTE CITATIONS SEE PAGE 31 | PHOTOS: GARLYNN WOODSONG (2)

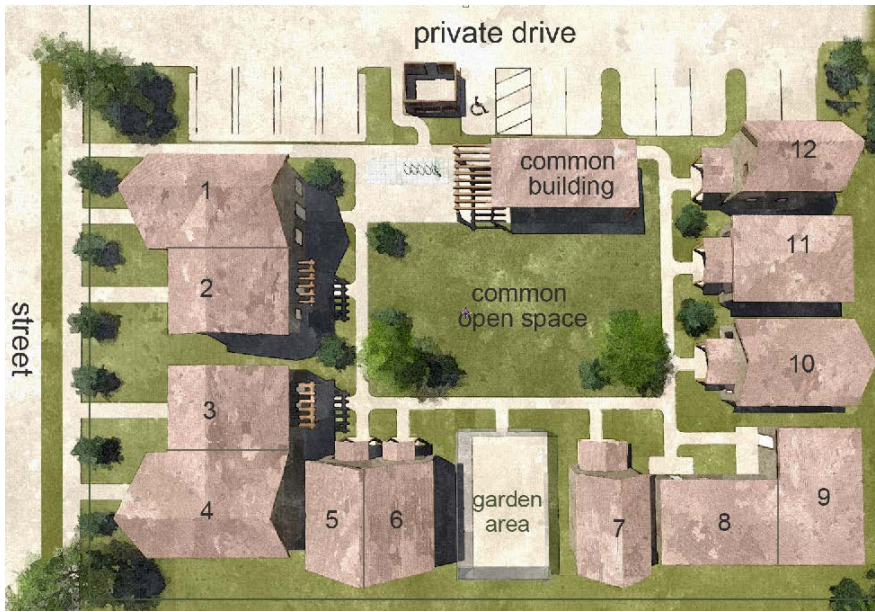
Missing Middle Housing Types

The COTTAGE COURT

Single-unit, cottage court houses are typically 1 to 1½ stories tall and are oriented around a courtyard that serves as an outdoor community space in lieu of rear yards.

Cottage (or bungalow) communities typically have shared parking areas. Many include a common building that can be used for community gatherings or reserved for private parties. Since the homes are small, the developments sometimes offer shared laundry facilities, storage spaces and secondary housing units that can accommodate guests.

This Missing Middle home-type is very compatible with houses in single-family zones. ■



▲ In 2017, the city of Ashland, Oregon, approved an ordinance to allow developments with a minimum of three and a maximum of 12 cottages. Most of the homes must be 800 square-feet or smaller. Allowing one cottage per 2,500 square-feet of lot area, the overall lot size is, at its largest, about one-third of an acre. At least 20 percent of the land must be preserved as common open space.



▲ Located on a 1.37-acre lot in Healdsburg, California, eight detached, two-bedroom homes surround a shared community space.



▲ An attached, side-yard ADU (left, with the red door) and an attached rear-yard ADU (above) in historic Cape May, New Jersey.



▲ An above-garage, backyard ADU in Brevard, North Carolina.



▲ A combination garage-and-interior ADU in Portland, Oregon.

The ACCESSORY DWELLING UNIT

As small houses or apartments on the same property as a single-family residence, accessory dwelling units — commonly referred to as ADUs — play a major role in addressing the national need for smaller homes and affordable, quality rental housing. A traditional home type, ADUs are reemerging as an affordable and flexible housing option that meets the needs of older adults and young families alike.

An ADU can occupy space within the main residence or be built as an addition or freestanding structure. A garage with an ADU is often known as a carriage house, a term once used for a building that housed horse-drawn carriages and stable hands at grander homes. Other names for an ADU include “guest house,” “in-law suite” or “backyard bungalow.”

Unlike the cottage or bungalow court (opposite page), or the other housing types in this publication, an ADU cannot be independently bought or sold. The unit is always part of the property it’s on. However, the accessory (or secondary) dwelling can be used as a separate living space for relatives, guests or rent-paying tenants.

Since ADUs make use of the existing infrastructure and already-developed land, their environmental impact is low. Since they are created out of existing housing, they easily fit a neighborhood’s look.

Many states and local jurisdictions have amended their zoning codes to allow ADUs. Doing so helps increase the supply and diversity of housing in neighborhoods with larger lots. Another benefit of ADUs is that they provide a softer introduction to Missing Middle Housing in areas that have been resistant to anything but single-family homes. ■

See page 10 for more Missing Middle Housing types.

AARP
The ABCs of ADUs
A guide to
Accessory Dwelling Units
and how they expand housing options
for people of all ages



AARP.org/ADUs

Find articles and resources about ADUs, including model legislation, a design guide and *The ABCs of ADUs*, a free, photo-filled, 24-page primer that’s available in print and as a PDF download.

TOP: CITY OF ASHLAND, OREGON, CONCEPTUAL SITE PLAN BY ARKITEK; DESIGN & ARCHITECTURE
BOTTOM: COURTESY CRAFT DEVELOPMENT/PHOTO BY KIM CARROLL, CARROLL CREATIVE

MELISSA STANTON, AARP (4)

Missing Middle Housing and Thriving, Walkable Neighborhoods

A key attraction of Missing Middle Housing is that the properties incorporate features that draw people to neighborhoods with detached single-family homes.

Due to their limited height and small footprint — and the fact that they are usually mixed among a variety of other building types — Missing Middle Housing residences challenge the image normally associated with multifamily housing.

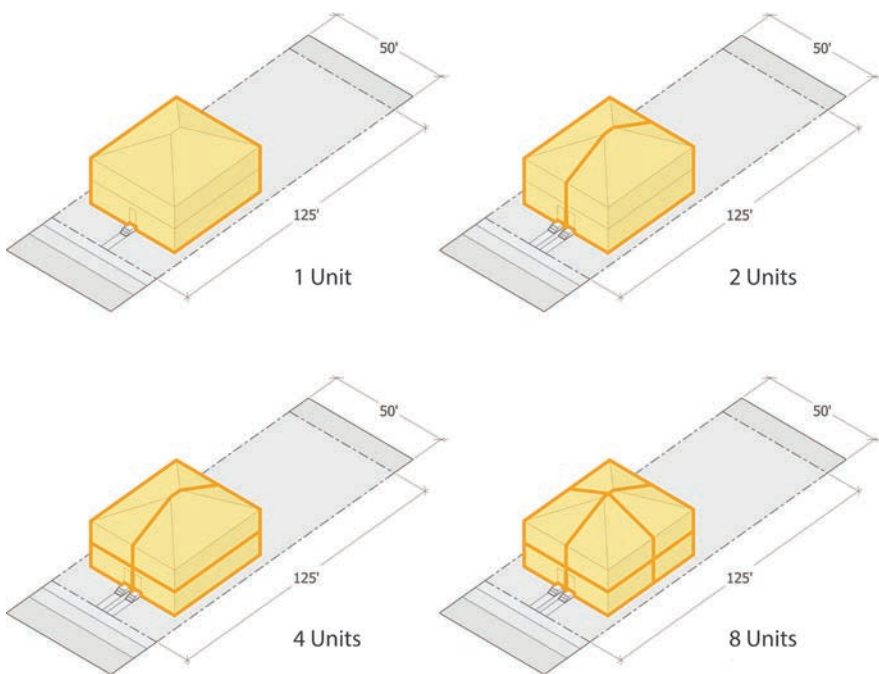
Debunking Density

Conversations can quickly go sour when a discussion turns to the topic of increasing an area’s density.

This response is partly due to associating the term “high density” with large buildings that house dozens, hundreds or even thousands of people. Yet zoning that has a low-density goal is not immune to negative results.

In planning and zoning, the term “density” defines only the *number* of units, not their size. As a result, low-density zoning often leads developers to build the largest houses the market will tolerate in order to maximize their gains. Put another way, there’s more profit in building and selling an oversized \$1 million house than a two-bedroom bungalow.

Regulating by density ignores the fact that many single-family homes are so large that it’s easy to fill the same-sized building with multiple residences that are small, affordable and useful. Another benefit is that,



▲ The diagram shows how a differing number of housing units can fit within a residential building without changing the dwelling’s overall size or placement on a 6,250-square-foot lot.



◀ In this site plan, five cottage-style homes (of about 650 square-feet each) fit on a 14,976-square-foot (or .34 acre) lot.

when more people are housed, a community’s tax base expands, which helps fund public services (parks, police, libraries, schools). The residents also add to the customer base needed to support the types of thriving, commercially successful Main Streets and downtowns that

people of all ages, life stages and income levels desire.

Enabling housing that modestly increases density, rather than regulating or restricting higher density, is essential to meeting the pent-up desire for safe and economical walkable living.

Rethinking Zoning

Many of the neighborhoods that are home to Missing Middle Housing types were built prior to the advent of zoning in the early 1900s. The creation of new Missing Middle residences largely ended in the 1940s.

“Euclidean” zoning, the most common type in the United States, was designed to separate different land uses and housing types, such as single-family and multifamily homes.

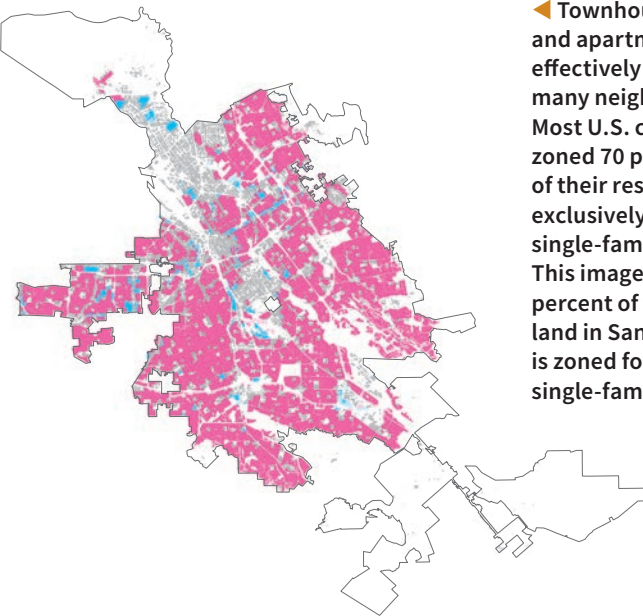
American cities also tend to regulate land use by residential density, which results in communities where residents can’t walk to stores and where people can’t downsize or even upsize into another home without leaving the community.

Zoning regulations and specifics vary by state and municipality, but few zoning codes effectively enable Missing Middle Housing.

Many state and local legislators have been pursuing much-needed changes to remove the planning and zoning barriers that prevent the creation of Missing Middle Housing.

The cities of Memphis, Tennessee, and Minneapolis, Minnesota — and the states of Nebraska, California and Oregon — are among the places that have adopted regulations more favorable to Missing Middle Housing, such as allowing three to four units on any lot, including those zoned for single-family.

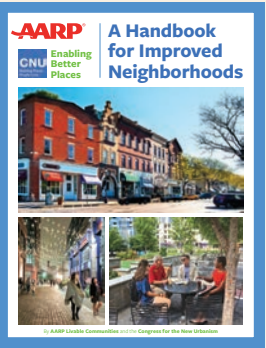
(See page 21 for more about the Nebraska efforts. See page 33 to learn about the AARP guide *Re-Legalizing Middle Housing: A Model Act and Guide to Statewide Legislation*.) ■



◀ Townhouses, duplexes and apartments are effectively banned in many neighborhoods. Most U.S. cities have zoned 70 percent or more of their residential land exclusively for detached single-family houses. This image shows that 94 percent of the residential land in San Jose, California, is zoned for detached single-family housing.

Barriers for MMH in Greenville County						
Barriers to MMH	Imagine Greenville Comp Plan	Berea Plan	Brandon Plan	Conestee Plan	Monaghan Mill Plan	Cherrydale Plan
Max. Density Allowed: Too Low	●	●	?	?	●	●
Min. Lot Area: Too High	●	●	●	●	●	●
MMH Types Identified	●	2	2	2	2	2
Content is Supportive of MMH	●	●	●	●	●	●
Key:	● Barrier	?	Unclear	●	Not a Barrier	

▲ Unless planning efforts are undertaken with Missing Middle Housing in mind, the building types can be hindered by standards that make more sense for car-centric suburban apartment complexes than for walkable neighborhoods. The chart depicts an assessment of several small area plans in Greenville, South Carolina.



AARP.org/Zoning

Order or download *Enabling Better Places: A Handbook for Improved Communities*, by AARP and the Congress for New Urbanism, to learn how small and incremental zoning and land use code changes can help achieve community-desired results.

Missing Middle Housing Types

The DUPLEX

A duplex residence consists of two units within a building that is of similar size and scale to a single-family house. In some duplexes, the units are side-by-side, sharing a common wall down the middle; in others, one unit is stacked atop the other. In either case, the entries to both units face the street.

Duplex homes benefit from many of the same advantages as single-family residences do, such as favorable financing options and zoning codes.

Since the cost of building or purchasing a duplex is on par with that of a similarly sized single-family house, while being divided among two households instead of one, the housing type offers genuine affordability advantages. ■



▲ A duplex (such as this one in Detroit, Michigan) can be so similar in form to a single-family house that sometimes the only clue is the presence of two entrances.



◀ A close look at the three front doors on this home reveals four unit numbers. (The center door leads to the two upstairs apartments.)

An Accessible Answer



◀ Few older homes meet accepted accessibility standards. In fact, historic examples of Missing Middle Housing frequently feature a raised first floor. This 5,000-square-foot building in Saratoga Springs, New York, with a zero-step entrance is an exception. Built in 1930 as office space for Skidmore College, the property is now a five-unit residence with three apartments downstairs and two up top, including two studios, two one-bedroom units and one two-bedroom unit.

Contemporary Missing Middle Housing equivalents can be built with inclusive design (also called “universal design” or UD) features that help make a home safe and livable for residents of all ages and abilities. Unlike many home-

safety products or add-ons of the past, such design elements are useful, unassuming and attractive. These can include a zero-step entry (pictured), assist or grab bars in bathrooms, and handrails on both sides of a staircase. Given

the rapid aging of the U.S. population, and the number of people who have mobility impairments on either a permanent or temporary basis, housing with well-designed accessibility features are a present and future must-have. ■

The FOURPLEX

The classic version of this housing type consists of two side-by-side units on the ground floor, with two more units stacked directly above.

Although the structure itself could otherwise be classified as a small multiplex, the fourplex residence occupies a special place in the discussion of Missing Middle Housing.

- At two stories in height and 40 to 50 feet in width, a fourplex’s dimensions are comparable to those of single-family homes in countless neighborhoods across the United States.
- The ground-floor, single-story apartments contained inside offer living options for older adults or people with mobility challenges who need housing without stairs.
- Financing is relatively easy, as a conventional mortgage can be used for a building containing up to four units.
- The fourplex can fit on a smaller lot, including on infill lots (described on page 5) which often exist in locations that are supported by transit and locally serving businesses.

▼ Parking for fourplexes must be strategically handled. Ideally, no more than one off-street parking space per unit is required. This housing type works well on lots with a rear alley, which can provide direct access to side-by-side residences at the back of the parcel. Corner lots, which offer a greater supply of potential on-street parking, are also good candidates.



Yet very few fourplexes have been built in recent decades. Contemporary zoning and building codes can be obstacles to the classic fourplex type. As a result, developers favor building multistory townhouses. (Learn more on page 15.) ■

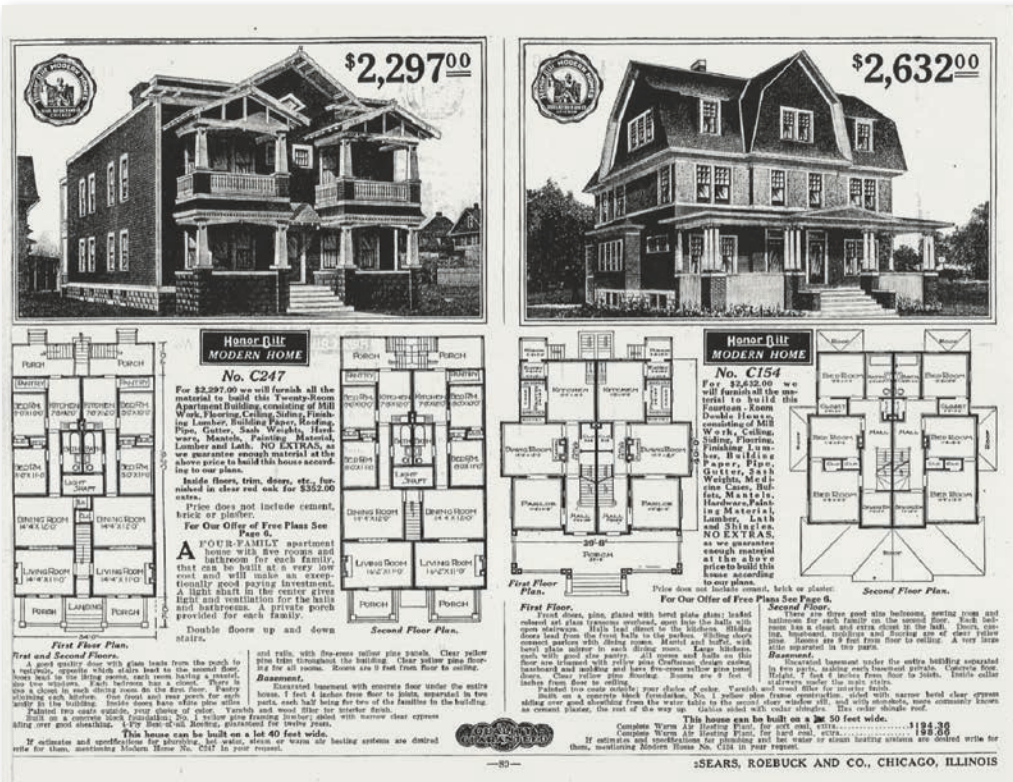
See page 14 for more Missing Middle Housing types.

Finding Missing Middle Housing

Most U.S. cities with pre–World War II housing have plentiful examples of Missing Middle Housing types in their historic neighborhoods. Surviving examples of Missing Middle Housing usually date to the 1940s or earlier.

Before the widespread use of automobiles, many of these neighborhoods were within walking distance of the urban core or were served by streetcar networks linking housing to jobs, shops and services.

Because contemporary zoning codes usually do not allow for the creation of any (or just a few) Missing Middle Housing types in lower density zones, motivated planners and developers are forced to pursue alternative approaches, such as seeking a variance or participating in a demonstration project in order to test the building type in single-family residential areas. ■



▲ In the early to mid-1900s, Sears, Roebuck and Co., sold house plans and home-building kits, some of which were Missing Middle Housing types. Home No. C247 (above left) was a four-family “apartment house” featuring five rooms plus a bathroom and porch for each family. The house could be built on a 40-foot wide lot. The slightly larger house No. C154, a 14 room “double house” (or side-by-side duplex), needed a 50-foot lot.

Looking Locally

Because Missing Middle Housing types typically have a footprint no larger than a large, detached house, it is easy to integrate them into existing neighborhoods — and sometimes hard to find them!

- Online tools such as Google Maps can be useful for locating neighborhoods with Missing Middle Housing types. (See page 29 to learn about using online mapping and data resources.)
- Compact street networks with house-like buildings, possibly near historic centers or neighborhood Main Streets, are good places to look — as are locations where a neighborhood is transitioning to a higher-density, more walkable context.
- Signs of multiple units within a building include multiple front doors or pathways to doors or more than one mailbox, doorbell, gas meter or address number.

Because Missing Middle Housing can integrate with and complement single-family zoning, the two housing types are easily able to coexist.

There are several ways to place Missing Middle–style homes

Distributed Throughout a Block

Missing Middle Housing types can exist along a street, standing side by side and intermingling with detached single-family homes. The blended pattern of detached single-family residences and Missing Middle Housing works well because these types are comparable in form and scale.



On the End of a Block

The streets that intersect the end of a block is often a busier corridor than the streets occupied by detached single-family homes. Placing Missing Middle Housing types on the “end grain” of a block allows for the use of slightly larger buildings because the structure isn’t sitting directly next to detached single-family homes. In this placement type, the alley to the rear of the Missing Middle structure also allows for a good transition in scale to the single-family lots.



As a Commercial Corridor Transition

When a Missing Middle residence is located in an area that’s adjacent to a neighborhood Main Street, the building itself provides a gradual transition point between residential and commercial or mixed-used properties. The nearness of residents provides a customer base for local businesses and services. By serving as a type of buffer, a Missing Middle–type structure can actually keep a single-family home in a walkable area from being located directly next to, say, a restaurant or bar (or a store or office building) and the parking lots needed by the businesses’ customers and employees.



As a Transition to Higher-Density Housing

Another transition benefit of Missing Middle Housing is achieved by placing small to mid-sized multiunit housing on a few of the lots that transition from a residential side street to a more populated corridor, thus providing a transition in scale to the larger buildings on the end grain of the block along the primary street.



Missing Middle Housing Types

The MANSION APARTMENT

Missing Middle Housing types are, by definition, house scale. But all houses are not the same size.

In locations with historic mansions or large manor houses, it can be very easy to adapt existing, oversized single-family houses or create new



▲ From the outside, these houses appear to be mansions. A closer look reveals that each house actually contains several residences. The Norfolk, Virginia, examples (top and bottom) contain apartments. The Baltimore, Maryland, property (center) hosts five townhouse-like side-by-side units.

multiunit buildings that will seamlessly blend within the context of the street or neighborhood.

A mansion apartment maintains the form and scale of a large estate house, while accommodating multiple units, typically exceeding the quantity found in fourplexes. (Such a building might also be referred to as a sixplex, eightplex, and so on.)

These buildings tend to be much larger than other Missing Middle Housing types and are composed of sunlight-filled wings rather than being deep buildings with internal corridors, as in a traditional high-rise apartment building or a dormitory or hotel.

The mansion or estate appearance is reinforced through a single, architecturally celebrated main entrance that faces the street and may be shared among several units.

Because numerous historic mansions in desirable neighborhoods have already been divided into multiple units, it can sometimes be difficult to tell where the conversions exist. A key to discovering them is to pay close attention to mailboxes, address signage and other exterior features. (See page 29 for more about these clues.) If the house contains multiples of any — such as several doorbells rather than one — the home has likely been converted into apartments.

Unlike a multiplex residential building, however, a mansion apartment building requires that the owner or developer be mindful of the structure’s architectural features and possibly older mechanical systems and construction methods and materials. Details matter, especially as applied to the main entrance, windows, siding and roof.

A mansion conversion is not a utilitarian building. Many of these buildings are not wheelchair accessible, at least not without significant renovations and the installation of an elevator.

But when the subdivisions and renovations are done well, former mansions provide a generous (and grand!) living experience. ■



▼ Townhouses are a common residence type throughout the United States that can adapt to a wide range of contexts. However, when such developments are oversized and disconnected from needed shops and services, they contribute to sprawl and the need for more or expanded roadways and parking lots. Missing Middle Housing-type townhouses (pictured in Wheeling Heights, West Virginia, left, and Longmont Colorado, below) are efficient and attractive options for infill lots in new and existing walkable locations.

The TOWNHOUSE

Townhouses — sometimes called townhomes, rowhouses or rowhomes — can be found throughout the world and make up an important part of the original urban fabric in historic East Coast cities as well as in locations such as Chicago, Illinois; Cincinnati, Ohio; and San Francisco, California.

Townhouses represent a fast growing percentage of new housing, in fact the fastest from 2011 to 2017, far outpacing other Missing Middle types. This is largely because townhouses can be sold as “fee simple” units — meaning that, unlike ownership in an apartment building, the buyer owns both the building and the land beneath it. That makes the construction, sale and maintenance of the property less complex than it would be for a building of stacked units.

In contrast to freestanding detached houses, townhouses are connected to adjacent buildings on one or two sides via shared walls. Each townhouse has an entry that faces a street or courtyard. The homes typically include a small rear yard.

Because of their small footprints and shared walls, townhouses make efficient use of land, which means they can be constructed and sold at a lower price than a new detached house. Since townhouses are not stacked, it alleviates the concerns by some residents about noise from upstairs neighbors. A downside is that townhouses don’t typically offer the same diversity of unit mix (such as one- or two-bedroom units) or an option for one-story living.

The overall dimensions and unit makeup of townhouses vary. In neighborhoods of detached,



house-scale buildings, each run of townhouses might be limited to two or three units, with their height not exceeding two stories. In a more urban environment, a row of townhouses can occupy an entire block. In historic areas of Boston, Massachusetts, and the borough of Brooklyn in New York City, three- and four-story townhouses have been converted into apartments (and back again) as the housing market has shifted over time.

The way townhouses handle parking can make or break them in terms of their contribution to a walkable streetscape. Walking along a street lined by townhouses can be a delightful experience — but if the front setbacks are merely driveways and the ground floor facades are dominated by garage doors, the experience is much less inviting. In the best examples, parking is accessed at the rear and does not (as shown on page 26) occupy the majority of the ground floor. ■

See page 18 for more Missing Middle Housing types.

Developing Missing Middle Housing

As noted on page 9, several local governments and states are adjusting zoning codes and other regulations to allow for Missing Middle neighborhoods and residences. Here are a few examples.



▲ Lincoln Street in Prairie Queen, a Missing Middle neighborhood in Papillion, Nebraska, features live/work-style dwellings where the upper floors are residential and the street-level units are “flex” spaces that can be used as housing or for a business.

With older adults retiring and downsizing their homes, and a high percentage of adults living alone or as couples without children, **Nebraska** — like many other states — is experiencing an acute lack of housing choice and affordability.

In an effort to address both, in 2020 the state enacted the Municipal Density and Missing Middle Housing Act. The law requires Nebraska’s 11 largest cities to assess and report on the existing zoning and housing stock and then develop an action plan for implementing solutions, including Missing Middle Housing.

For cities that fail to adopt a housing action plan, the

law requires Missing Middle Housing to be allowed in any area zoned for single-family housing. AARP Nebraska worked with the targeted communities to provide information about Missing Middle Housing. Opticos founder Daniel Parolek, who was raised in Nebraska, shared a Nebraska-focused Missing Middle Housing presentation for local leaders and residents.

To provide Nebraskans with local examples of Missing Middle-style housing, the Opticos team created two self-guided walking tours: one in the historic Dundee neighborhood in **Omaha** (see page 28), the other in **Papillion**, in a new development called Prairie Queen (see page 21). ■



◀ In 2020, the city of **Memphis, Tennessee**, began implementing its Memphis 3.0 Comprehensive Plan by creating seven small area plans for priority neighborhoods, including Hollywood–Hyde Park, Highland Heights, Klondike and South City. Each plan has a strong Missing Middle Housing component featuring a range of Missing Middle types on typically sized existing lots. ■



◀ **Iowa City, Iowa**, has a long history of limiting sprawling development at its edges. In a recent comprehensive plan, the city identified 900 acres at its southern border, which it calls the South District, and created an area of targeted growth to deliver a range of Missing Middle Housing choices in a compact, walkable neighborhood. ■



▲ As an area dominated by pricey vacation homes and ski season rentals, housing options in **Teton County** and the town of **Jackson, Wyoming**, are beyond the reach of low- and moderate-income households. Because of that, workers in the tourism-rich region endure long, costly commutes. A 225-acre site that abuts the town provides an

opportunity to add much-needed attainable (or “workforce”) housing. Opticos was hired in 2020 to engage the community, propose solutions, create a detailed vision plan, and write a set of development standards to help create a mix of 1,200 for-sale and rental units of Missing Middle Housing in a new walkable neighborhood. ■

“Housing stock known as middle housing, while prominent in the early 1900s, has been largely missing in the construction of new housing in the United States since the mid-1940s.... Examining and updating municipal zoning codes and ordinances to permit varied types of housing stock will provide greater availability of affordable housing, increase residential density, promote more efficient and effective land use, and create conditions for successful mass transit, bikeability, walkability, and affordability in residential neighborhoods.”

— Nebraska State Legislature, LB866

Missing Middle Housing Types



◀▲ Live/work buildings (like those in Norfolk, Virginia’s East Beach, left, and the mixed-use Serenbe development in Chattahoochee Hills, Georgia, above) help make a town or neighborhood a vibrant and interesting place to live, work and visit.

The LIVE/WORK PROPERTY

A live/work building combines a conventional dwelling unit, usually located upstairs, with a ground-floor flex space that can accommodate a range of nonresidential uses. This apartment-style Missing Middle Housing type is well suited for a street-level retail shop, office or business.

Live/work buildings are typically clustered together, on or near a neighborhood Main Street. They work best as a transition type between residences and commercial locations and are rarely successful when located within a strictly residential block.

The work portion of the live/work property has its own frontage and street-facing entrance — often expressed as a storefront — but it also includes direct interior access to the residential portion that’s located on the same floor or directly above on the second and sometimes third floor.

The ground floor ceilings of the live/work space are usually at least 10 feet high, which can properly serve nonresidential uses. While building codes generally specify the requirements for different uses, live/work units are often addressed as a special case in order to align with the housing styles nearby. ■



▲ Live/work units in Orlando, Florida’s Baldwin Park



▲ The top two floors of this live/work building in Buena Vista, Colorado, contain a 1,400-square-foot residence. The ground floor can house a shop, office or apartment.



The COURTYARD BUILDING

A courtyard building is a medium-sized structure that consists of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Often, each unit has its own exterior entrance, although up to four units may share a common stoop, staircase or entryway.

The courtyard-accessed entries — and the views into the courtyard from upper-story living spaces — are important because the shared open space is key to delivering the quality of life and sense of community that are the housing type’s signature benefits. (A similarly sized building with apartments accessed from a common internal corridor does not meet the intent of this type.)

The building itself is composed of wings that define the courtyard. Because the wings are no deeper than an individual house, a courtyard building can appear to be house-scale despite typically occupying a larger lot than what’s needed for a single-family home.

The wings surrounding the courtyard (or courtyards) can take various configurations: L-shaped, C-shaped, and O-shaped courtyard buildings are all common. Open-air passages through the wings can provide access into the courtyard or between courtyards.

The courtyard dimensions vary by climate but are typically about 20 to 30 feet across. Narrow courtyards are favored in hot climates for shading, while larger courtyards are suited to cooler or temperate climates to allow for both sun and shade. The height can vary in different parts of the building. ■

◀ Many courtyard buildings are inspired by the Spanish tradition, which features the type prominently.



▲ The courtyard is an ideal environment for landscaping to complement the adjacent homes.



▲ Direct access to the courtyard from the surrounding units is a key feature of this building type.



▲ The layout of courtyard housing can help build connections among neighbors.

See page 22 for more Missing Middle Housing types.

A Little Bit of Land Can Host a Lot of Missing Middle Housing

Plots of land from two to five acres are a sweet spot for smaller-scale developers constructing Missing Middle Housing. Lots within that range allow for a variety of housing types and building layouts without the need to design an entire neighborhood, which can have significant (and costly) implications for public infrastructure.

When working with a small plot of land, the challenge can be to create a strong sense of place while also generating value for home sales or rentals. This is particularly important if the site is in a context that would not otherwise generate strong interest. Good site planning is key to achieving Missing Middle objectives.

Hamilton Square: Novato, California | 2.7 acres

Located across the street from an elementary school, and a five-minute walk to the SMART commuter train, Hamilton Square is a mix of for-sale and rental units, as well as fee simple (see page 15) versus stacked units. Proposed designs for the property inspired community discussions about the amount of open space to provide; the ratio of and relationship between the for-sale and rental options; the viability of live/work units; and the trade-offs between the number of units and the desire for shared amenities and placemaking features. ■

▼ Developed on the site of a former gas station, Hamilton Square is an example of how contaminated land can be remediated (by removing polluted soil), restored (with clean soil) and revitalized for a new use. The site plan options show the variety of ways the space could be developed.



Prairie Queen: Papillion, Nebraska | 40 acres

After acquiring an undeveloped site in Papillion, a city at the edge of the Omaha public transit system, Urban Village Development, a company that successfully renovated a collection of small, historic, multiunit brick buildings in Midtown Omaha, approached Opticos to design a neighborhood-scale apartment community of Missing Middle Housing.

Unlike a conventional suburban apartment project, the site plan features a series of blocks and tree-lined streets framed by diverse building types that will ultimately accommodate 500 to 600 units.

As of November 2020, 132 units were completed and leased. Monthly rents range from \$1,000 for a one-bedroom apartment to \$3,000 for a three-bedroom townhouse. Despite their differing prices, the units are all within the same block, which is a rarity for an apartment community. The arrangement provides economic diversity and mobility within the neighborhood.

A budget-saving innovation is that there are no large parking lots. Rather, each unit has one off-street parking space, either in a garage or off a rear alley. On-street parking is allowed for guests as well as residents who have more than one car.

Prairie Queen includes a mix of Missing Middle Housing types, from duplexes to mansion apartments. The architecture reflects styles drawn from Omaha’s historic neighborhoods, but done in a simplified way that is economically feasible.

At its entrance, the neighborhood incorporates one block of live/work units. (See the photo on page 16.) The properties contribute to the area’s walkability by housing the types of amenities that residents seek, such as a



▲ Although this photo shows a clear weather day, freezing temperatures and snow are common in Papillion, Nebraska, where Prairie Queen, a walkable, suburban development is located. The residents are fine about having just one off-street parking space per unit and first-come, first-served guest and overflow parking along the streets.

coffee shop and a shared coworking space. If the commercial uses do not materialize, the flex spaces can be rented as one-bedroom apartments. A greenway connects the site to a lake, capturing valuable views and enabling residents to interact as they walk to and from the water.

To launch the project, Urban Village employed a mixed-use development agreement that challenged many city standards, including for alley design, utility hookups, parking minimums and minimum street widths.

The city of Papillion considers the Prairie Queen development to be a success. In fact, the mayor was so pleased with the project that it is used as a case study for city departments, encouraging them to reconsider engineering standards and development regulations so Missing Middle-style developments can be built more easily in the future. ■



▲▼ Although many of the buildings look like single-family homes, they are in fact multiplex structures containing two to eight residential units. Visit opticosdesign.com (and search for “Prairie Queen”) to watch a video and learn more about the community.



Missing Middle Housing Types

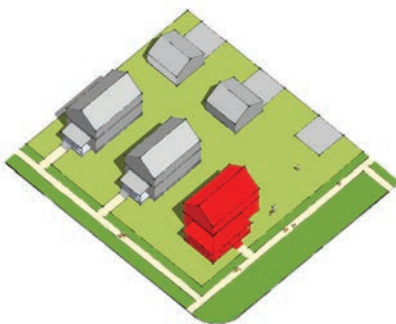
The MULTIGENERATIONAL HOUSE

All too often, buildings are treated as static objects. Yet the people inhabiting and using them are anything but static.

What if homes were designed to accommodate the full life cycle of the people living in them? The multigenerational house is an example of a home in which different types of units serve the needs of people at different ages and life stages. Missing

Middle Housing has the added benefit of allowing incremental development and rental income opportunities, which can make it easier to finance and more affordable to build over time.

The following scenario describes just one possibility, but it illustrates a broader concept that can be tailored to the unique circumstances of individual households.

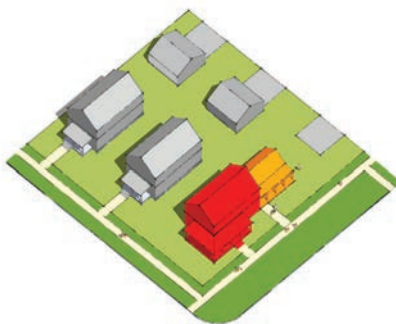


PHASE 1: The Single-Family House

The story begins with an ordinary house on an ordinary lot. A couple with young children move into a new home that has downstairs living spaces and bedrooms upstairs with one or more full bathrooms.

“Grandfamily-ing,” family caregiving for older relatives, and adult children living at home are significant trends.

— 2021 AARP Home and Community Survey

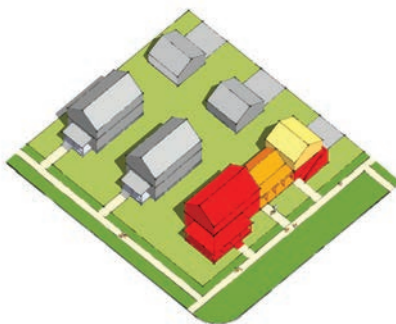


PHASE 2: The ‘Wing Unit’ Addition

The owners add a first-floor suite featuring a bedroom, living area, kitchenette and a full bathroom so a pair of grandparents can move in to help with the children while also receiving help with their own needs.

The property now contains two dwellings. A door between the two can remain open or closed and locked as needed. (A laundry room can be shared, or each unit can have its own.)

Because the wing unit is all on one level and has been designed to be fully accessible, it’s suitable for aging in place.

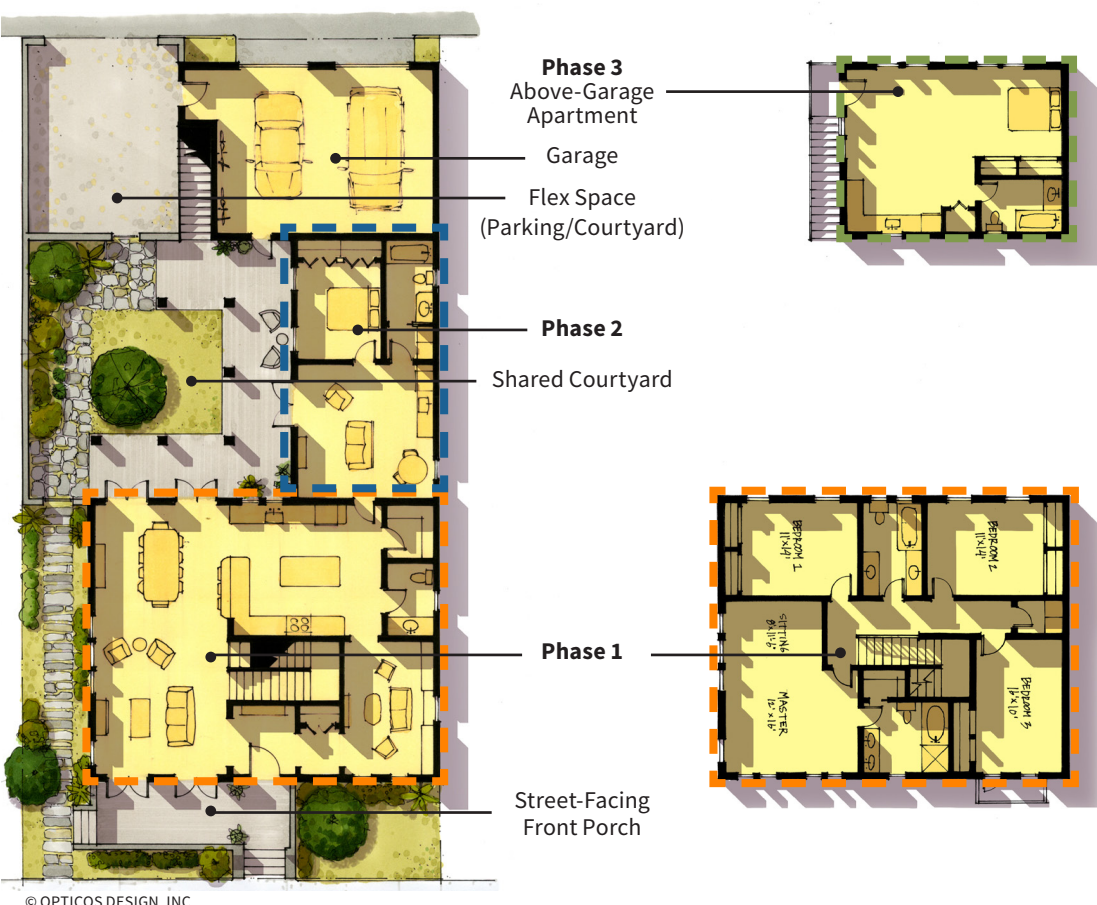


PHASE 3: The ADU Addition

As time goes on, the homeowners move into the wing unit so an adult child with a family can reside in the main house.

As the property owners reach retirement, they build a new garage (or update an existing one) to include a second-story living space.

This “carriage house” style accessory dwelling unit is rented out to pay down the construction costs and provide retirement income. The apartment can someday house an adult grandchild who needs a place to live while building savings, or to enable a hired caregiver to reside on-site. ■



◀ In the scenario for the multigenerational house, the main unit is Phase 1. The Phase 2 unit is added when the family needs more space. The Phase 3 above-garage-ADU is created to generate rental income or accommodate family members.

▼ The illustration below shows the home with both additions.



◀ In this photo, the main house is on the right. The carriage house (or above-garage accessory dwelling unit) is at left.



We are a multigenerational household.

We have room for three generations to live together. Our children are growing up with their grandparents — who have moved into the attached, single-story apartment — while we live in the main house with the kids.

See page 1 for a list of all the Missing Middle Housing types featured in this guide.

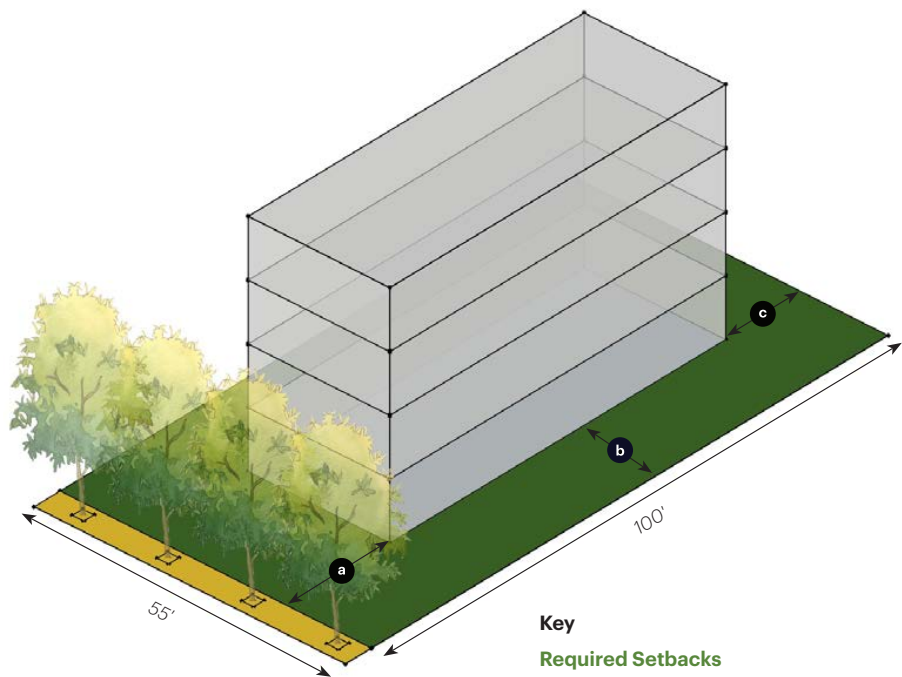
Understanding the Barriers to Missing Middle Housing

As noted on page 9, the majority of the residential land in just about every community in the United States is mapped for single-family zoning. As a result, the current codes in very few places effectively enable Missing Middle Housing.

In fact, in many cities, zoning designations jump directly from single-family (which may allow duplexes) to those permitting buildings much taller and larger than Missing Middle Housing. Few allow

multifamily or medium-density zones that can deliver small-scale buildings with multiple units on small-to-medium-sized lots. As explained earlier, “multiunit” does not need to mean big buildings on big lots.

The dominance of single-family zoning isn’t the only obstacle to Missing Middle Housing. Following are some others, including (on the next spread) the perceptions and realities about parking.



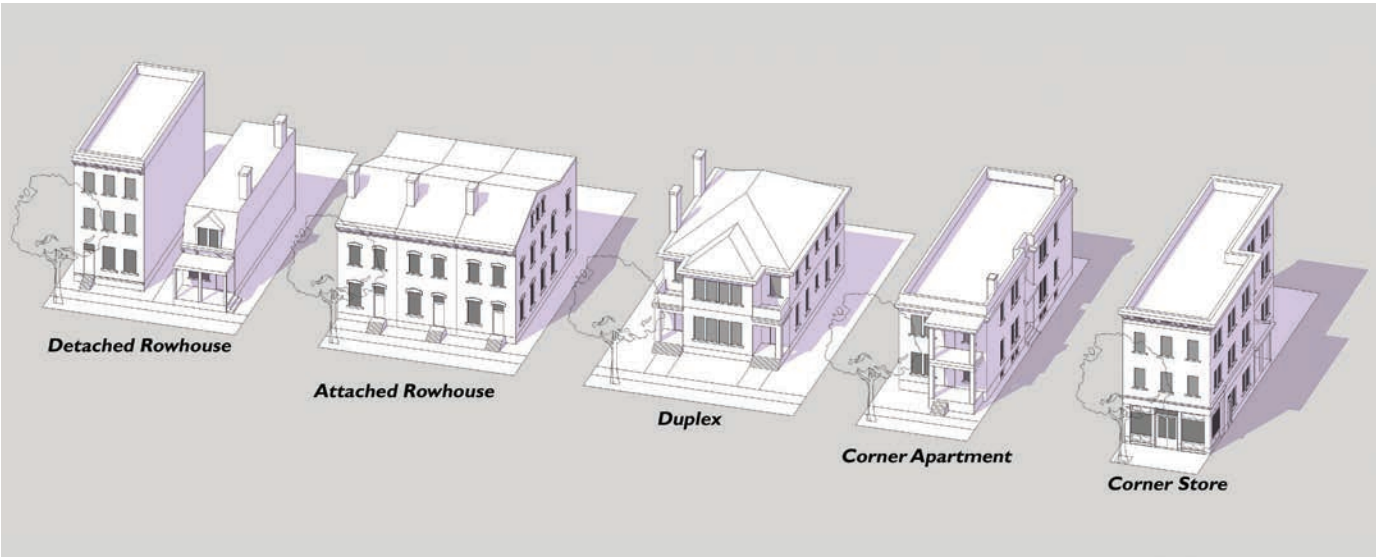
RM-2 Zone, 40' x 120' Lot Size Max. Envelope per Existing Standards	
Building Form	
Lot Area of Tested Lot	4,800 sf
Min. Required Lot Area	none
Max. Height	40'
Max. Lot Coverage	40%
Parking	
Min. Parking Spaces	2 per unit for single family; 1.5 per unit for multifamily
Density	
Max. Allowed Density	20 du/ acre

Key
Required Setbacks

- a Front = 20'
- b Side = 5' (min. 15' for multifamily)
- c Rear = 15'

▲ A Missing Middle assessment for the city and county of Greenville, South Carolina, revealed that the deep setbacks required for multifamily buildings were a major obstacle to building Missing Middle homes on infill lots.

- **Developer Fees and Incentives:** Local governments charge real estate developers impact fees to cover the cost of new or expanded public facilities and services. The fee charged per unit is typically the same regardless of the structure’s size. That means it can be more affordable, impact-fee-wise, for a developer to build one large, single-family residence rather than a similarly sized or smaller building that includes multiple dwelling units.
- **Lack of Missing Middle Housing Builders:** There are currently (as of 2022) few or no mass-production large-scale residential builders focused on delivering Missing Middle Housing. This is likely because it’s been decades since Missing Middle residences were allowed under most community zoning codes. Building professionals and industry organizations will need to adapt to focus on Missing Middle Housing and deliver more efficiencies at this scale, much as they did for vertical mixed-use projects in the early 2000s.



▲ Few, if any, residential builders are currently set up to produce Missing Middle Housing at the same scale as they are for neighborhoods of single-family houses.

- **Larger Buildings Have Cost Efficiencies:** Constructing larger buildings, such as a 125- to 150-unit apartment or condominium development, provides easier-to-identify and often larger cost efficiencies (translating to a higher return on investment) than a three-, four-, eight- or even 16-unit building or series of them.
- **Change Is Challenging:** Current residents often don't welcome an increase in housing units. The concerns can range from fears that, with a rental, an absentee landlord won't maintain the property, to a belief that the added or smaller housing will negatively impact real estate values. Even the threat of community opposition can keep developers and public officials from considering multiunit buildings in places where the local code requires a public meeting or negotiated process for a use permit or a rezoning variance. Discussions and policies that recognize the interests of all stakeholders can help address or calm concerns. (See page 33 for information about the AARP publication *Re-Legalizing Middle Housing: A Model Act and Guide to Statewide Legislation*, which provides policy and regulation recommendations.)
- **Code Standards:** The International Building Code (IBC), which applies to any residence with more than two units, makes it challenging and more costly to build small multifamily homes as the code also applies to very large residential buildings. Most single-family and townhouse home builders are not accustomed to using the IBC. Several cities and even states are pursuing the idea of having the less restrictive International Residential Code (IRC) apply to buildings with up to six units.

- **Minimum Parking Requirements:** Mandates for providing one, two or more off-street parking spots are often unattainable or unnecessary in urban settings, where the space just might not exist or where creating them wastes valuable space that could be used for housing. (Turn the page for more about parking.) ■

Because housing and parking are frequently debated topics, local leaders often have to weigh whether it’s worse to have an actual affordable housing problem or a perceived parking problem.

Proposing Less Parking

Since the mid-20th century, communities nationwide have done a better job of delivering parking than housing.

The result is that, in many places, parking is now so oversupplied that people can't even fathom having to pay for it. Meanwhile, the scarcity of housing has led to an affordability crisis that becomes worse with each passing year.

In the tug-of-war between parking and housing, parking has been on the winning end. A better balance is needed to ensure that both needs are met so the intended beneficiaries can all "win."

When shops, schools, services and other community amenities have enough people within a safe walking and cycling distance to support their operations, fewer off-street parking spaces are needed for businesses and homes. Reduced parking requirements are a necessary step for delivering Missing Middle Housing. Without it, the residences either won't be built — or won't be built at attainable prices. ■

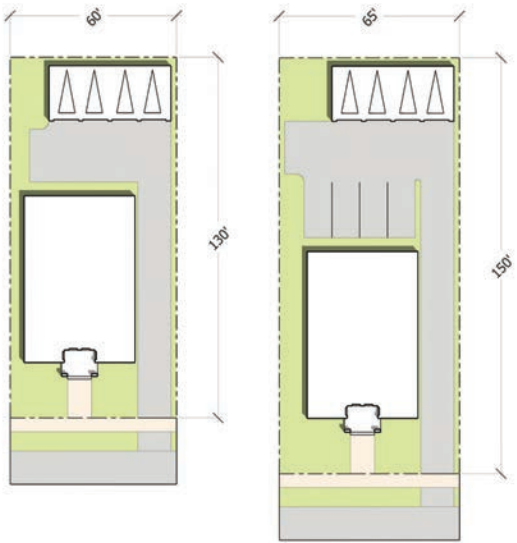


▲ Accommodating cars by adding a garage for apartment residents often lifts a building an additional story, which precludes having active, community-focused spaces on the ground floor.

OPTICOS DESIGN

OPTICOS DESIGN

► Off-street parking takes up a lot of space, which makes many housing types inherently impossible to design and build on small lots. In the image, a 40-foot by 60-foot fourplex is feasible, assuming a parking standard of one space per unit (as seen in the near-right site plan, with each triangle indicating a covered parking spot). If the parking is increased to two spaces per unit, as shown on the far right, the lot would need to be significantly larger (9,750 versus 7,800 square feet) to accommodate eight parking spots for the same sized building.



The land and construction costs for parking increases the price tag of development. These costs are typically passed along to renters and homebuyers.

Prioritizing Housing Over Parking

The wait list for a senior housing unit to open up in Cutler Bay, Florida, is about three years.

To incentivize developers to create affordable, accessible housing for older adults, in 2019 the town council reduced from two to one the number of required parking spaces per unit when building senior housing. The town had noticed that many older residents owned only one car or used public transit.

“Since a single parking space can cost as much as \$20,000 to acquire and build, we’ve reduced the cost of the project for developers,” the town manager told AARP.

Removing the Barrier of Parking Minimums

In most places, reductions in parking requirements are necessary to enable Missing Middle Housing. Such proposals often run into opposition. Following are some of the common concerns and potential responses to them.

“People in my community don’t want to live without a car. I don’t want to live without a car.”

Reducing parking mandates is about providing more housing and lifestyle choices, not forcing anyone to live without a car. But according to the 2019 AARP Home and Communities Survey:

- About 6 in 10 adults ages 18 to 49, and 4 in 10 adults age 50 or older, walk or cycle to get where they need or want to go.
- More than 9 in 10 adults say it is important for their community’s streets to be safe for all users, including pedestrians, bicyclists and motorists.
- At least 3 in 4 adults say it’s important for a community to have affordable public transit options and special transportation services for older adults and those with disabilities.

Developers will still provide parking, but the elimination or reduction of residential parking requirements can enable the creation of housing that’s more affordable for all residents, including the growing number of households that don’t drive, want to live “car-light,” or don’t want to or can’t take on the expense of owning a car.

“We don’t have public transit in my community, so we can’t reduce parking. Also how is parking reduction even possible in communities without safe and reliable public transit?”

Eliminating or reducing parking requirements does not mean that everyone is going to have to live without a car or need access to public transit. For instance, the recently constructed Missing Middle-style Prairie Queen development in Nebraska (page 21) is functioning very well with one off-street parking space per unit.

In addition to there already being a lot of parking in most parts of the nation, demographic changes make it possible to alter the parking formulas that have been used by municipalities for decades. For instance:

- Approximately 1 in 3 households in the United States consists of a single adult, meaning that roughly 30 percent of the nation’s housing units only need parking for one car.
- More people, and especially young people, are choosing not to drive. According to the U.S. Department of Transportation, as of 2020, only about 80 percent of Americans age 20 to 24 had a driver’s license. That figure is down from 87 percent in 1995.
- When streets have proper sidewalks and crosswalks, and needed shops and services nearby, people can safely walk to where they need and want to go.
- The nation’s population is rapidly aging, and many older adults no longer can, or choose not to, drive.

- By 2030, 1 out of every 5 people in the United States will be age 65 or older. By 2050, that number will increase to 1 out of every 4 people. Many older people will need smaller homes and alternative mobility choices.
- People in most parts of the country have more mobility alternatives at their fingertips than ever before. These include ride share services such as Uber and Lyft, car-sharing programs, and on-demand bicycle and scooter share services.
- Where dedicated bike lanes and other safe cycling pathways exist, bike riding can be easier for people of all ages and levels of athleticism by use of motorized, electric-assist “e-bikes,” which help riders travel longer distances, even across hilly terrains.
- In many communities, shuttle vans and on-demand ride services are available for little or no cost to older residents and people with disabilities or mobility differences. ■

Visit the [Parking Reform Network](https://www.parkingreform.org) at [ParkingReform.org](https://www.parkingreform.org) for a map of where parking mandates have been reduced or eliminated.

The Missing Middle Housing Walking Tour

An effective way for local leaders and interested community members to advocate for Missing Middle Housing is to show neighbors, business owners, real estate professionals and other influencers what Missing Middle Housing is. Taking

people on an in-person or virtual tour through a vibrant neighborhood can demonstrate the range of Missing Middle Housing types that already exist. The participants might just become informed advocates for (and resources about) Missing Middle Housing.



◀ In Saratoga Springs, New York, the mailboxes at the entrance of a 19th century mansion are a clue that the residence now contains multiple apartments. Missing Middle-applicable fact: A plaque on the historic home explains that its original owner, a merchant and entrepreneur named John Benedict, “assisted many mechanics and laboring men to ‘obtain homes for themselves on easy terms, payable in work.’”



▲ Opticos founder Daniel Parolek (far left) leading a Missing Middle Housing tour in Portland, Oregon.



▲ A walking tour map created for an outing hosted by AARP and Opticos.
◀ The presence of multiple utility meters is an indication of multiple apartments.

How to Find and Identify Missing Middle Housing

Neighborhoods that are likely to include Missing Middle Housing are usually historic areas with homes built before World War II.

Local planning departments and historical societies may be able to suggest suitable neighborhoods. State or local chapters of the American Institute of Architects (AIA.org) might also be able to assist.

Geographic Information System Mapping data, also known as GIS, is often publicly accessible through the local government’s

planning department website and may include information about lot sizes and number of units.

If GIS information is not available, an urban planner in the community may have access to Urban Footprint, which is a software program and technical tool used by planners. And, yes, Google Maps can also be a good tool for this research.

Well-designed Missing Middle Housing can require a little sleuthing to identify, as the buildings are often so similar to single-family homes.

Look for the following clues:

- Multiple mailboxes and addresses on a building
- Multiple entries
- Multiple utility meters
- Multiple trash and recycling receptacles
- Multiple parking spots, likely behind the building, possibly with numbers indicating which spot can be used by which unit

Continued on page 30 ►

Picture This



When photographing Missing Middle Housing types, showing a structure from several perspectives can help explain the buildings’ usefulness and attractiveness.

1. Take front (also called facade or elevation) photos to show how tall and wide the building is.
2. Take 45-degree angle photos to show how deep the building is.
3. Take photos that include the neighboring buildings to show how the Missing Middle home fits into the streetscape.
4. Take photos of the streetscape to show how the building (and its front yard, entry and outdoor spaces) relates to the street. If doable without trespassing, take photos of the building’s sides and rear exterior.
5. Take photos of the surrounding neighborhood, including any special or desirable features, such as shared green spaces, street trees, landscaping, lighting and outdoor furnishings.



Plan, Prep and Lead a Walking Tour

If examples of Missing Middle Housing do exist in or near the community, a field trip is the best way to make the case.

Suggested steps and to-dos:

1.

Based on the locations and building types found, determine a walking route. A one- to two-mile tour takes about 90 minutes to two hours. The tour need not stop and start in the same location, but consider people’s transportation needs at the end.
2.

Consider including both good and bad examples of multiunit buildings so participants can learn by contrasting the two.
3.

Try to build in a rest stop or a tour conclusion location at a nearby coffee shop. This will give people a chance to grab a snack or drink, use the restroom and/or discuss what they’ve observed. Stopping at a local eatery also demonstrates Missing Middle Housing’s walkability to shops and services.
4.

Determine a tour date (and perhaps a bad weather date).
5.

Decide how the tour will be promoted, by whom and to whom. For instance, will a website page be created so people can learn more and register? Will the tour be an invitation-only event?

Even if the tour will be open to the general public, send invitations to the people you or your organization would most like to join the walk. Such “influencers” can include:

- Local officials (from the mayor or city manager’s office; city, town or county council members; planning and zoning review board commissioners)
- Neighborhood groups
- Housing advocates
- Architects, developers and builders
- Local historians
- Involved residents

Look and Learn

During a Missing Middle walking tour (or an online or meeting room presentation) ask questions of the participants.

When viewing a Missing Middle example, ask them to identify, among other features:

- The building type (duplex, fourplex, etc.)
- Characteristics that help the multifamily property blend in with the surrounding single-family homes
- Number of floors and entries
- Parking locations
- Shared spaces
- Setback distances
- Lot sizes
- The frontage type (porch, stoop, zero-step entry, etc.)



▲ Missing Middle–type residences in (clockwise from top) Charlotte, North Carolina; Pittsburgh, Pennsylvania; Providence, Rhode Island; and Saratoga Springs, New York



▲ Examples of Missing Middle Housing discovered while walking in (clockwise from top) Habersham, South Carolina; Annapolis, Maryland; Hudson, New York (where a house built in 1898 is now a fourplex next to a restaurant and hotel) and Providence, Rhode Island (where a Missing Middle–style apartment building stands next to, and is just a smidge taller than, a single-family home).

OPTICOS DESIGN (1) | MELISSA STANTON, AARP (3)

MELISSA STANTON, AARP (4)

6.

If promoting the tour to the public, create and distribute outreach materials, such as printed flyers, news releases and social media posts.
7.

Prepare a walking tour schedule and handout with a map that shows the route. The handout can include pages for notes or sketches, as well as information and links.
8.

As participants RSVP, send them a confirmation and information such as contact numbers for the organizer(s); a list of what to bring (and not bring); instructions for where and when to meet; how to get to the meeting spot and where to park, etc.
9.

If the response to the invitation or promotional efforts is large, organize the attendees into walking tour teams, with 5 to 15 participants per tour guide. (If needed, recruit additional guides or helpers.)
10.

Before setting out on the tour, inform the participants about the safety protocols and etiquette. Encourage people to ask questions during the tour, share their observations and take photographs — but remind them that the homes on the tour are occupied, so any pictures taken and shared should not invade the residents’ privacy.
11.

As a tour guide or organizer, be attentive to the audience. Go slowly and take breaks as needed.
12.

At or after the tour’s conclusion, ask the participants to complete a survey about the experience and Missing Middle Housing. Ask whether they would like to help the community generate more housing options and encourage walkability.
- If an area has more Missing Middle Housing examples than can be seen during one outing, plan additional walks! ■
- Turn the page for more ways to take action. ►

Take Action

Encourage the Creation of Missing Middle Housing

Local leaders, community members and housing advocates can help spread the word about what **Missing Middle Housing** is — and why it’s so important for people of all ages, life stages and incomes



▲ To maximize the presence of natural light on two deep, oddly-sized lots in South Jordan, Utah, the conventional townhouse is flipped on its side by orienting the longer facade along the walkway. Each two-story “mews home” (a mews is a rambling, pedestrian-only path) has its own outdoor space and direct access parking.

- **Organize a ‘Missing Middle Walking Tour’**

The value of such an in-person or online show-and-tell is discussed on page 28. Such an activity can be planned and led by an individual or a group, with each member taking on a different task for the event.

- **Identify Community Partners**

Missing Middle Housing benefits many stakeholders, from renters to homebuyers to landowners to builders. Community groups, professional associations and nonprofit organizations representing different populations can work together for the benefit of all involved.

- **Seek a Change to the Zoning Code**

Members of a city or county council, a planning board, or even a state legislature can be asked to pursue this option — and to do so by making specific, incremental changes rather than taking on a revamp of an entire zoning code. Learn more by reading the AARP guide *Re-Legalizing Middle Housing* (opposite), so named because although this “middle” housing type is now largely missing, it once existed and can be a common housing option again.

- **Promote Pilot Projects**

City-, county- or town-owned parcels, particularly in older neighborhoods, can be ideal sites to test, or pilot, Missing Middle Housing development. The results of these studies can inform needed changes to development standards and encourage private developers and lenders to pursue similar projects.

- **Talk About the Need for Housing Options**

As a smaller-scale home type, Missing Middle Housing is one of many housing options needed by communities and people of all ages. Point out how Missing Middle homes are especially useful for young adults entering the housing market, as well as single adults, empty nesters and retirees who don’t need the space provided by (or the upkeep responsibilities of) a large single-family home.

- **Spread the Word**

Share this guide and other Missing Middle Housing resources (see opposite page) with local influencers, such as elected officials and real estate professionals. If you share materials via social media, please use the hashtag **#MissingMiddleHousing**.

Learn More

WEBSITE: MissingMiddleHousing.com

Information and resources, including *Missing Middle Housing: Thinking Big and Building Small to Respond to Today’s Housing Crisis*, a book by Opticos founder Daniel Parolek, published by Island Press.

WEBSITE: AARP.org/MissingMiddleHousing

Information and resources, including, *Re-Legalizing Middle Housing: A Model Act and Guide to Statewide Legislation*, a free, downloadable resource from AARP Government Affairs.

FREE HOUSING AND ZONING PUBLICATIONS FROM AARP: AARP.org/LivableLibrary

The ABCs of ADUs: A Guide to Accessory Dwelling Units and How They Expand Housing Options for People of All Ages

A primer for elected officials, policymakers, local leaders, homeowners, consumers and others, *The ABCs of ADUs* is an award-winning, 24-page introductory and best-practices guide for how towns, cities, counties and states can include ADUs in their mix of housing options.

Accessory Dwelling Units: A Step-by-Step Guide to Design and Development

Featuring ADU policies and projects from Austin, Texas; Denver, Colorado; Oakland, California; and Washington, D.C., this 113-page design catalog contains information about financing and budgeting for an ADU project as well as visuals that show how ADUs can be easily designed to serve people of differing ages and abilities.

Accessory Dwelling Units: Model State Act and Local Ordinance

This 56-page downloadable guide can be used by state and local elected officials in support of policies and legislation to allow ADUs.

Enabling Better Places: A Handbook for Improved Neighborhoods

By AARP and the Congress for the New Urbanism

Small-scale land use and zoning changes can help communities revitalize and thrive. Learn how in this publication for local leaders and community advocates.

AARP HomeFit Guide

Learn how to make a house or apartment safe, comfortable and a great fit — for people of all ages. Available in English, Spanish, Chinese, Korean and Vietnamese.

Making Room: Housing for a Changing America

Filled with infographics, ideas, solutions, photographs and floor plans from the National Building Museum exhibition of the same name, this 88-page publication is a rallying cry for a wider menu of housing options.

Discovering and Developing Missing Middle Housing

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Daniel Parolek, Founder, Opticos Design
Mike Watson, Director, AARP Livable Communities

And colleagues from AARP Government Affairs, AARP Livable Communities, AARP Public Policy Institute, AARP State Offices, and Opticos Design.

ENDNOTES: 1. <https://www.reinventingparking.org> | 2. <https://www.reinventingparking.org/2015/06/how-much-does-one-parking-spot-add-to.html> | 3. <https://www.homeadvisor.com/cost/outdoor-living/pave-a-parking-lot/> | 4. <https://www.fixr.com/costs/build-parking-garage> | 5. <https://www.nerdwallet.com/article/loans/auto-loans/total-cost-owning-car> | 6. <https://www.nytimes.com/interactive/2019/06/18/upshot/cities-across-america-question-single-family-zoning.html>

AARON SHAW, ENDEAVOUR ARCHITECTURAL PHOTOGRAPHY



What Is Missing Middle Housing — and Where Did It Go?

Across the United States, there is a mismatch between the available housing stock and what the market wants and needs.

The nation is mostly missing (and needs) a set of residential building types that exist in the middle of the continuum from detached single-family houses to large apartment buildings.

So-called Missing Middle Housing is a critical part of the solution.

Created by AARP Livable Communities and Opticos Design, ***Discovering and Developing Missing Middle Housing*** provides local leaders, building and planning professionals, and involved community members with information about what Missing Middle Housing is, where it still exists, and why it's time for communities nationwide to return this versatile residence type to America's housing portfolio.



FOURPLEX



COURTYARD BUILDING



LIVE/WORK

Find this publication and more at
[AARP.org/MissingMiddleHousing](https://www.aarp.org/MissingMiddleHousing)

See the cover and inside pages for more examples of Missing Middle Housing.



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023

Staff Contact: Salena Tittle

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the NexMetro CR 423, Concept Plan. (Planner II, Salena Tittle)

SUMMARY:

Multiple-family residences on one lot on 24.3± acres located at the northwest corner of State Highway 5 and County Road 423.

The Planning & Zoning Commission recommended denial of the Concept Plan at the February 6, 2023 Planning & Zoning Commission Meeting.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case. The purpose of the concept plan is to show the conceptual layout and related site improvements associated with the future multiple-family residential development. The concept plan complies with the Planning and Development regulations as requested by the zoning case.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The Concept Plan is contingent on approval of the zoning request.

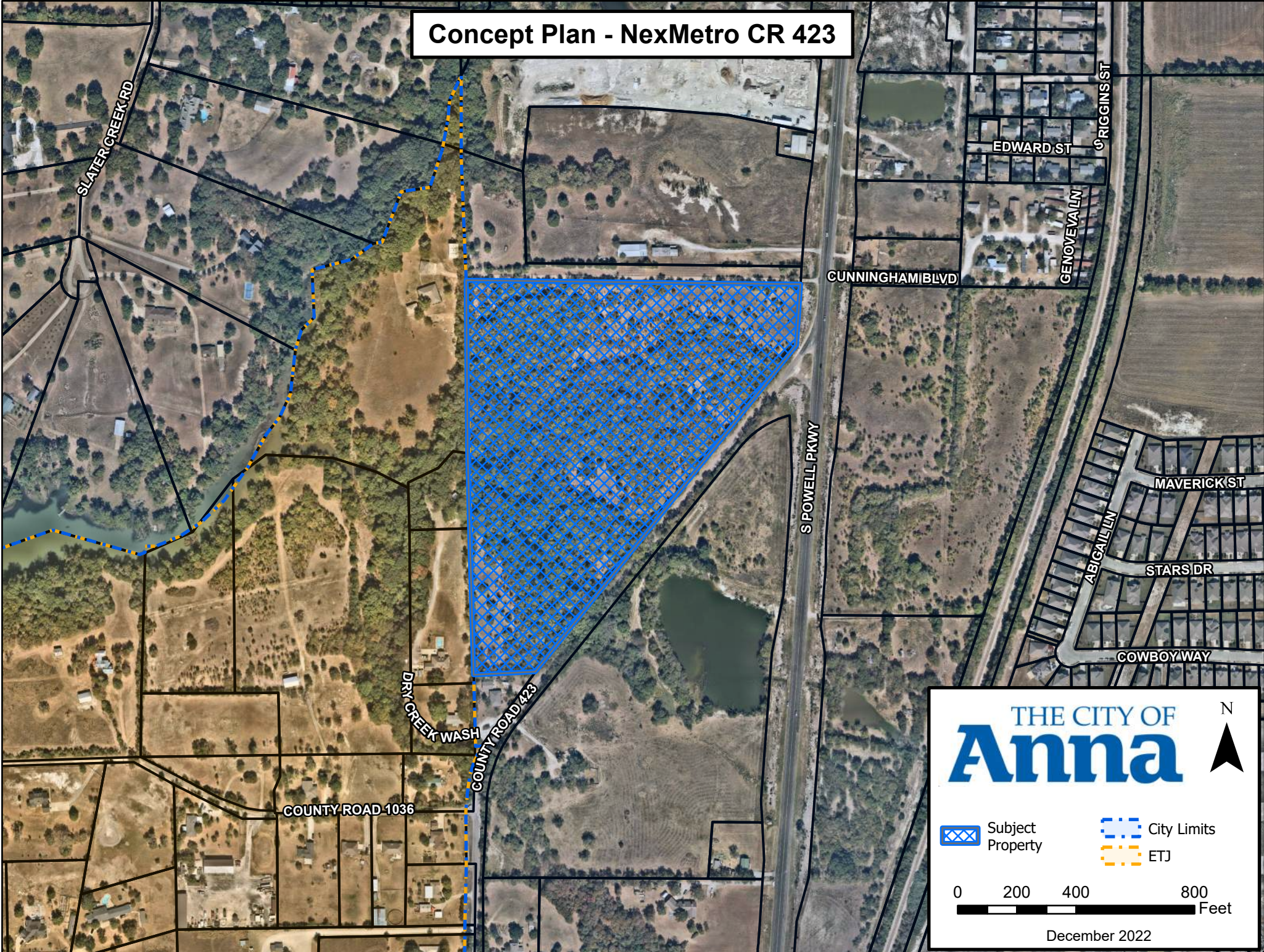
STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Concept Plan Locator Map
2. DRAFT Resolution - NexMetro CR 423
3. DRAFT Exhibit A - NexMetro CR423 Concept Plan

Concept Plan - NexMetro CR 423



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 200 400 800 Feet

December 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR NEXMETRO CR 423.

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

WHEREAS, Ann Hayslett has submitted an application for the approval of the Concept Plan for NexMetro CR 423; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for NexMetro CR 423 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of February 2023.

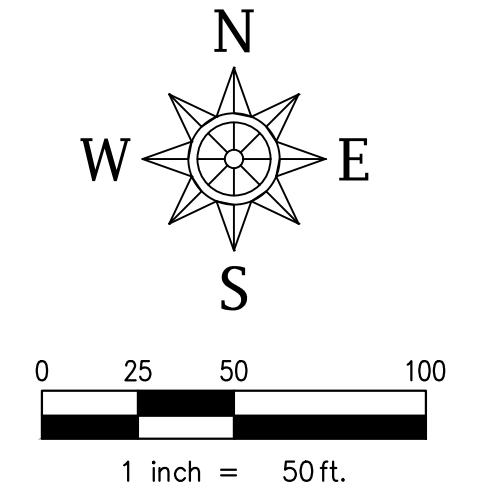
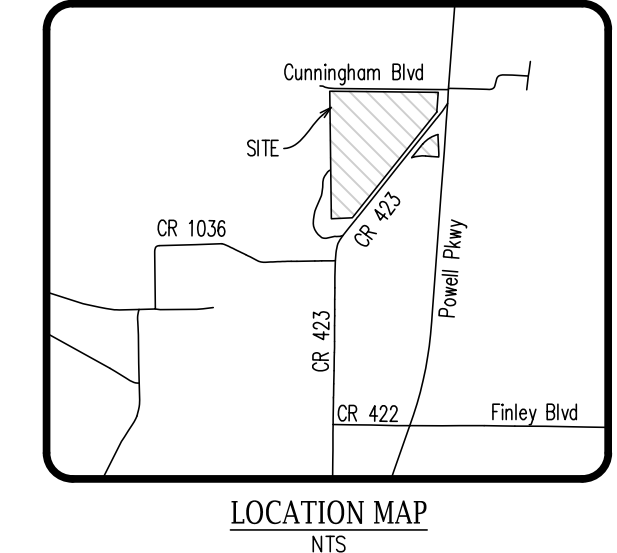
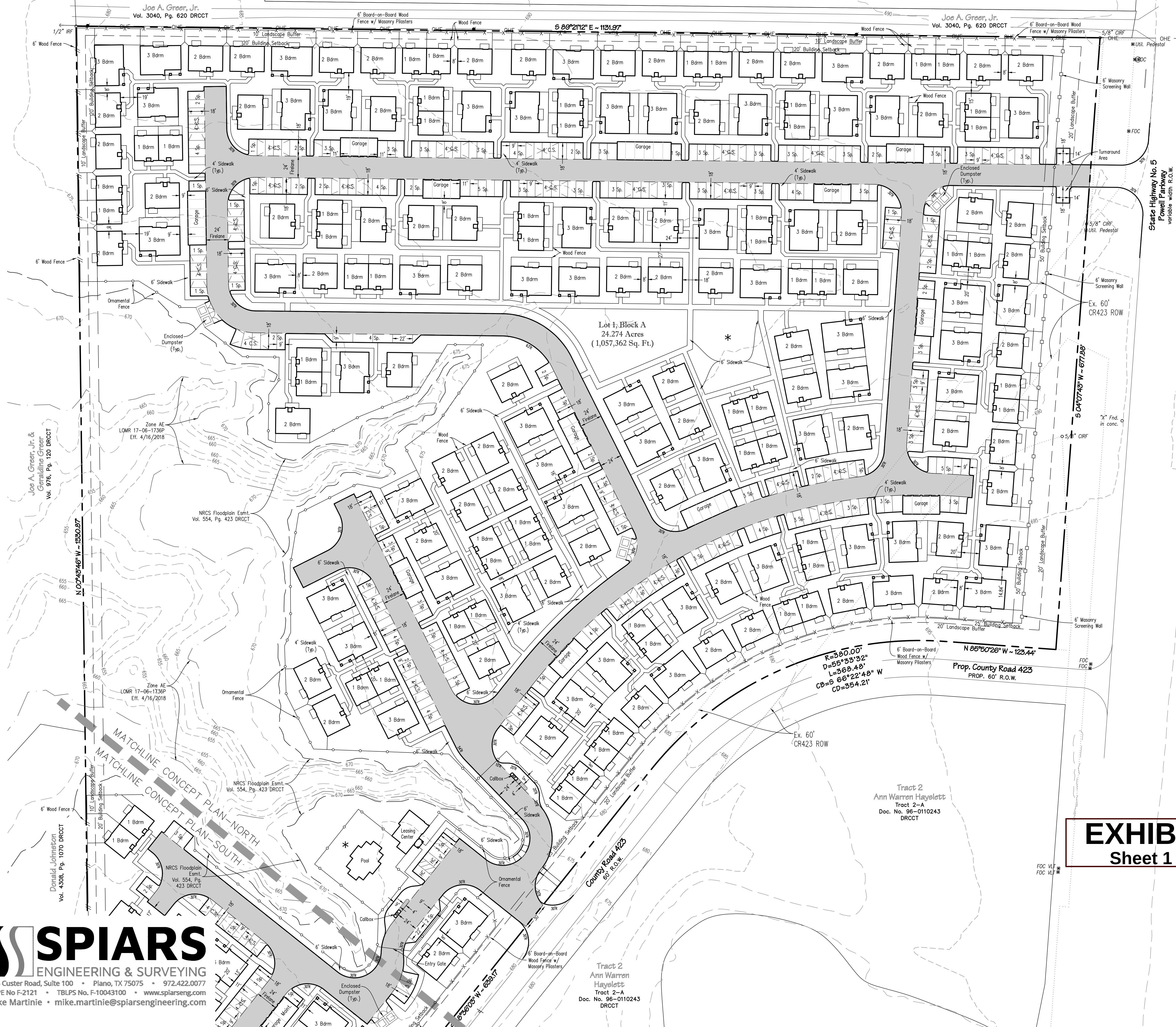
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Drawing: G:\2022\035\22-156\Nexmetro_CR423\CAD\Site Plan.dwg, Saved By: Marina, Save Time: 1/31/2023 7:27 PM
Printed by: marina Plot Date: 1/31/2023 7:27 PM
7:27:31 PM



Legend	
	Firelane
	6' Board on Board Wood Fence w/ Masonry Pilasters
	6' Masonry Screening Wall
	Ornamental Fence
	6' Perimeter Wood Fence
	Activity Node that will be designed & intended to promote community social interaction.
	Covered Parking Structures

SITE DATA

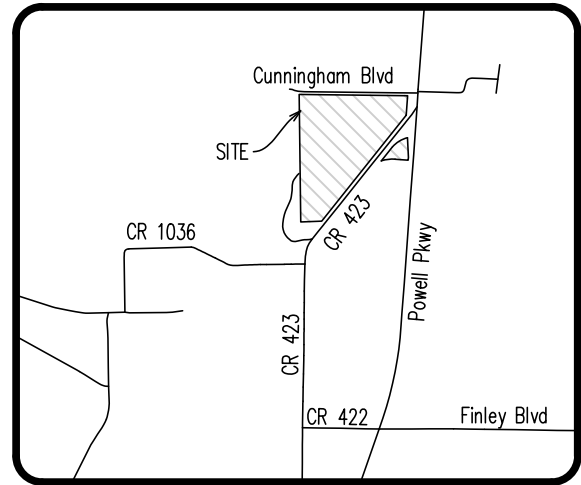
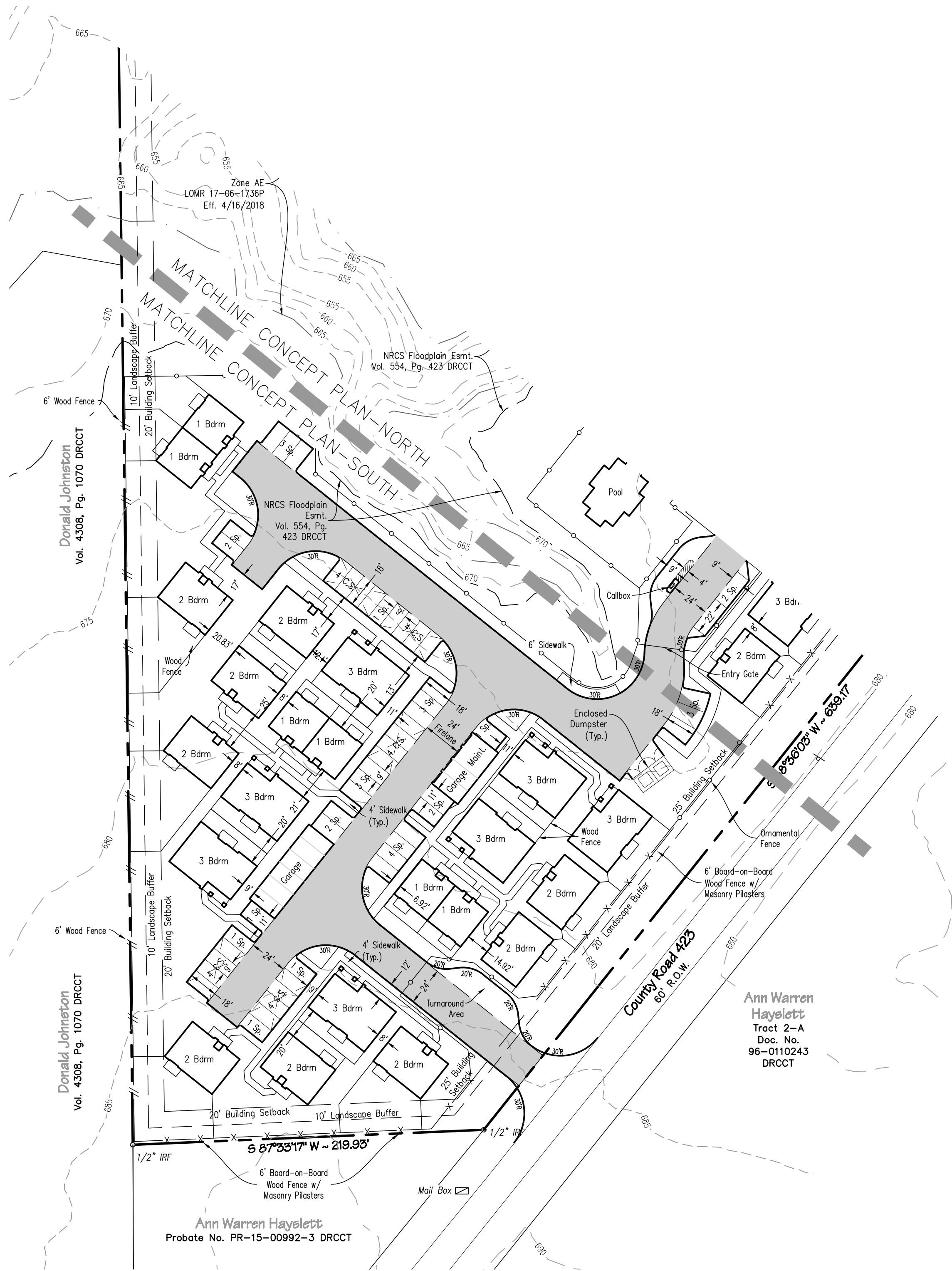
Ex. Zoning	Single-Family Large Lot (SF-E)	
Prop. Zoning	Planned Development (PD/MF-1)	
Proposed Use	Multifamily	
Lot Area	24.274 Ac. / 1,057,362 Sq. Ft.	
Building Types:	No. Units:	Building Area:
Leasing Office	-	1,000 Sq. Ft.
1 Bedroom (1-B)	62	690 Sq. Ft.
2 Bedroom (2-B)	79	984 Sq. Ft.
3 Bedroom (3-B)	62	1,265 Sq. Ft.
Total:	203	199,946 Sq. Ft.
Building Height	1-Story, Max. 35'	
Lot Coverage	18.91%	
Density	8.36 Units/Ac.	
Parking Required:	Spaces/Unit	Spaces
1 Bedroom Units = 62	2.00	124
2 Bedroom Units = 79	2.00	158
3 Bedroom Units = 62	2.00	124
Leasing Office (1:200)	-	5
Total:		411
50% Covered Parking Req'd		206
Parking Provided	Spaces	
Standard Spaces	225	
Detached Covered Spaces	144	
Detached Garage Spaces	62	
Leasing Office	5	
Total:	436	
Covered Parking Provided	206	
Open Space Required		
1-Bed Units (600 Sq. Ft./Unit)	37,200 Sq. Ft.	
2-Bed Units (900 Sq. Ft./Unit)	71,100 Sq. Ft.	
3-Bed Units (1,200 Sq. Ft./Unit)	74,400 Sq. Ft.	
Total Open Space Required	182,700 Sq. Ft.	
Open Space Provided (Ratio)	Area (Sq. Ft.)	Open Space (Sq. Ft.)
Amenity Areas (3:1)	17,550	52,650
Pool (3:1)	6,480	19,440
Unit Backyards (1:1)	105,700	105,700
Open Areas (1:1)	26,980	26,980
Landscape Buffer Area (1:1)	56,260	56,260
Floodplain Area (1:2)	174,230	87,115
Total Open Space Provided	348,145	

EXHIBIT A

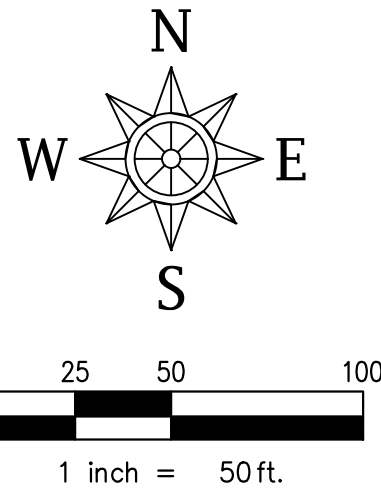
Sheet 1 of 2

EXHIBIT A
CONCEPT PLAN - NORTH
NEXMETRO CR423
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY ABSTRACT NO. 798
1,057,362 Sq. Ft./24.274 Acres

ENGINEER/SURVEYOR/APPLICANT	DEVELOPER	OWNER
Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Mike Martinie, P.E.	NexMetro Communities 2221 Lakeside Blvd, Suite 1210 Richardson, TX 75082 Telephone: (469) 546-9434 Contact: Josh Eadie	Ann Warren Hayslett 7257 Stefani Drive Dallas, TX 75225



LOCATION MAP
NTS



Legend

- Firelane
- 6' Board on Board Wood Fence w/ Masonry Pilasters
- Masonry Screening Wall
- Ornamental Fence
- 6' Perimeter Wood Fence
- Activity Node that will be designed & intended to promote community social interaction.
- Covered Parking Structures

SITE DATA

Ex. Zoning	Single-Family Large Lot (SF-E)	
Prop. Zoning	Planned Development (PD/MF-1)	
Proposed Use	Multifamily	
Lot Area	24.274 Ac. / 1,057,362 Sq. Ft.	
Building Types:	No. Units:	Building Area:
Leasing Office	-	1,000 Sq. Ft.
1 Bedroom (1-B)	62	690 Sq. Ft.
2 Bedroom (2-B)	79	984 Sq. Ft.
3 Bedroom (3-B)	62	1,265 Sq. Ft.
Total:	203	199,946 Sq. Ft.
Building Height	1-Story, Max. 35'	
Lot Coverage	18.91%	
Density	8.36	Units/Ac.
Parking Required:	Spaces/Unit	Spaces
1 Bedroom Units = 62	2.00	124
2 Bedroom Units = 79	2.00	158
3 Bedroom Units = 62	2.00	124
Leasing Office (1:200)	-	5
Total:	411	
50% Covered Parking Req'd	206	
Parking Provided	Spaces	
Standard Spaces	225	
Detached Covered Spaces	144	
Detached Garage Spaces	62	
Leasing Office	5	
Total:	436	
Covered Parking Provided	206	
Open Space Required		
1-Bed Units (600 Sq. Ft./Unit)	37,200 Sq. Ft.	
2-Bed Units (900 Sq. Ft./Unit)	71,100 Sq. Ft.	
3-Bed Units (1,200 Sq. Ft./Unit)	74,400 Sq. Ft.	
Total Open Space Required	182,700 Sq. Ft.	
Open Space Provided (Ratio)	Area (Sq. Ft.)	Open Space (Sq. Ft.)
Amenity Areas (3:1)	17,550	52,650
Pool (3:1)	6,480	19,440
Unit Backyards (1:1)	105,700	105,700
Open Areas (1:1)	26,980	26,980
Landscape Buffer Area (1:1)	56,260	56,260
Floodplain Area (1:2)	174,230	87,115
Total Open Space Provided		348,145

EXHIBIT A
Sheet 2 of 2

EXHIBIT A
CONCEPT PLAN - SOUTH
NEXMETRO CR423
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY ABSTRACT NO. 798
1,057,362 Sq. Ft./24.274 Acres

ENGINEER/SURVEYOR/APPLICANT	DEVELOPER	OWNER
Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Mike Martinie, P.E.	NexMetro Communities 2221 Lakeside Blvd., Suite 1210 Richardson, TX 75082 Telephone: (469) 546-9434 Contact: Josh Eddie	Ann Warren Haylett 7257 Stefani Drive Dallas, TX 75225



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Kimberly Garduno

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing engineering/architectural/surveying service provider to complete project implementation for the City of Anna's 2023/2024 Texas Community Development Block Grant Program - Community Development (CD) Grant funded and administered through the Texas Department of Agriculture. (Economic Development Coordinator, Kimberly Garduno)

SUMMARY:

The Revitalization of Downtown Anna is considered a top priority as outlined by City Council. City staff identified two grant programs funded and administered through the Texas Department of Agriculture. The city has potential to rank high in the selection process and has a good chance to receive CDBG funding for 2023-24. At the January 24th City Council meeting, Council approved the selection of Public Management Inc. to assist city staff with the grant administration and application process. The next step is the selection of an engineering firm with extensive Community Development Block Grant (CDBG) project management experience.

Fiscal Year 2023-24 CDBG Funding provided by TDA:

- Grant Maximum \$500,000
- Grant is competitive within our region
- Engineering Fee - up to \$75,000 or 25 percent of construction budget (from awarded amount). Final fee will be negotiated with awarded firm. If a fee cannot be agreed upon, the city will negotiate with the 2nd rated firm.
- Eligible activities include sidewalks and lighting, eliminating architectural barrier, water/sewer lines, road reconstruction, etc. Sidewalks required for maximum points.
- Project must benefit 51% Low to Moderate Income (LMI) area to receive maximum points
- Current SAM registration is required
- Application deadline is April 3, 2023

Federal Grants require an extensive amount of paperwork throughout the process. To meet all the documentation requirements on federal grants, cities find it beneficial hire engineering, architectural, and surveying firms that have experience and knowledge to assist City staff during the application process and ensure funding. Therefore, staff is recommending City Council approve hiring an engineering firm to assist with grant

application and administration process.

FINANCIAL IMPACT:

Up to \$75,000 or 25 percent of construction budget (from awarded amount).

BACKGROUND:

Request for Proposal process

- Requests for Statement of Qualifications sent out January 13, 2023, with a deadline of February 3, 2023.
- Newspaper Ad ran in The Anna Melissa Tribune on January 12, 2023.
- Staff received Six (6) proposals: Huitt-Zollars, Birkhoff Hendricks Carter, Kimley Horn, Freese and Nichols, Parkhill and TLC Engineering.
- Staff recommends City Council hiring Huitt-Zollars for engineering services because they have extensive experience with Downtown street improvements and managing CDBG grant funded projects.

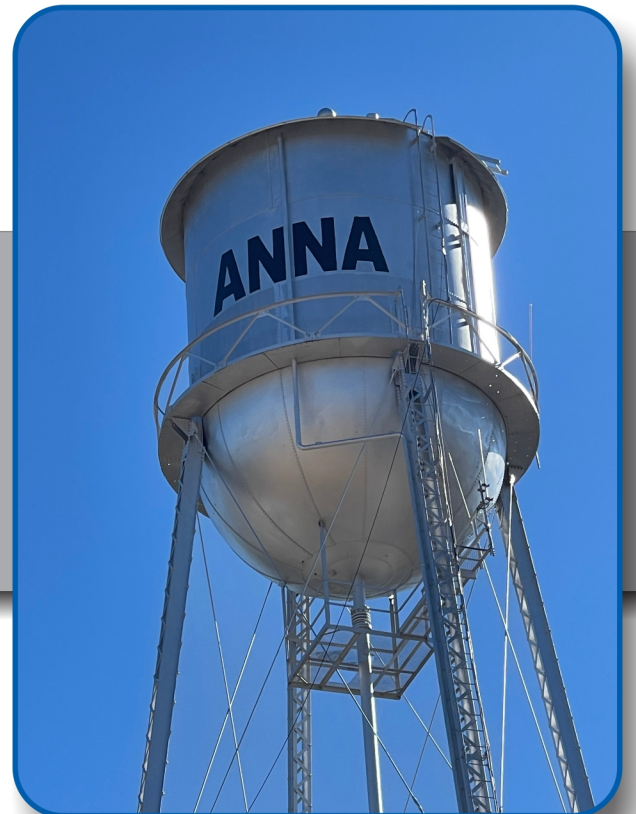
STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. HZ_CD_SOQ_ 2023-2024 Community Development Fund
2. Anna Engineer RFQ for 23-24 CDBG Packet_January 13 2023
3. Scoring Matrix_CD Grant_Top 2_Rev
4. Resolution PSA Engineering Firm CDBG CD Grant_Engineering

Statement of Qualifications
**2023/2024 Community
Development Fund (CD)**
February 3, 2023



February 3, 2023

Ms. Kimberly Garduno
Economic Development Coordinator
City of Anna
120 W. Seventh Street
Anna, Texas 75409

Reference: **Request for Qualifications for Engineering Services
2023/2024 Community Development Fund (CD)**

Dear Ms. Garduno:

City of Anna (the City) is seeking an engineering firm to provide various professional and engineering services that will lead to safe, efficient, and neighbor-friendly construction. **Huitt-Zollars, Inc.** (Huitt-Zollars), a Dallas-based, full-service engineering and architectural firm established in 1975, is that ideal firm. We are recognized throughout Texas as an infrastructure design leader, providing high quality, cost effective, time sensitive solutions for numerous public sector clients.

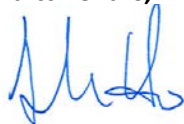
We have a complete understanding of the scope of work to be performed due to our recent and relevant grant-funded project experience; below are just a few of our recent projects:

- ✓ **Design services for CDGB-DR Industrial Drive for the City of Greenville**
- ✓ **Design services for CDGB-DR Pin Oak Drainage Project for City of Dickinson**
- ✓ **Design services for FEMA-HMP Improvements on 9th and 11th Streets Project for Galveston County**

Plus, over the past five (5) years, Huitt-Zollars has worked closely with **Public Management, Inc. your Grant Administrator** and several Texas cities, counties, and has successfully applied and secured over \$100 million in **CDBG grant funded projects**.

We appreciate this opportunity and look forward to your continuing interest in our qualifications. Thank you.

Sincerely
Huitt-Zollars, Inc.



John Ho, PE, F.NSPE
Principal-in-Charge/Vice President

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Firm Background

FIRM BACKGROUND

Huitt-Zollars, Inc. is a full-service engineering and architectural firm with 21 regional offices. Established in 1975, the firm's seasoned staff is comprised of more than 530 professional, technical, and support personnel that are committed to delivering high quality services.

Huitt-Zollars has a close working relationship with **Public Management, Inc. your Grant Administrator** and has successfully applied and secured over \$100 million in **CDBG grant funded** projects.

Huitt-Zollars consistently excels in the execution of highly complex multi-discipline and concurrent assignments for public agencies, corporate, institutional, industrial, and private clients. Clients, which we've repeatedly served that have similar projects, include the cities of Allen, Carrollton, Dallas, Mesquite, Plano, and Sherman, TxDOT and NTTA. Examples are provided in the following pages. Also, representative projects are shown on the resumes of each of our project team members.

Huitt-Zollars also developed an innovative approach to planning and design that ensures a detailed integration and coordination of all disciplines. Known as **ADVANCEDDESIGN**, Huitt-Zollars' strength springs from the commitment and ability to execute this program. **ADVANCEDDESIGN** is a company-wide philosophy, and City of Anna can count on Huitt-Zollars' commitment to design excellence that provides economic value to you.

Services we provide:

- Architecture
- Civil Engineering
- Construction Management
- Electrical Engineering
- Environmental Studies
- Facility Condition Assessments
- Interior Design
- Landscape Architecture
- Mechanical Engineering
- Planning
- Plumbing Engineering
- Site Development
- Structural Bridge Engineering
- Structural Building Engineering
- Surveying
- Sustainability
- Urban Design

"Our **commitment** is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of **quality** and **integrity**."

80% of our work is from repeat clients. Our clients believe in the **character, integrity, reputation, judgment, and efficiency** of Huitt-Zollars.

Guided by the philosophy shown in the above Mission Statement, Huitt-Zollars utilizes an established blend of checks and procedures to maintain client satisfaction in our day-to-day practice. All projects begin with "hands-on" direction by principals of the firm. Huitt-Zollars' officers are expected to serve in a Project Manager capacity and are involved in the design of your project each and every step of the way. A good design basis must be established as the first step in delivering a quality project. This responsibility is vested with the principals of the firm and key project staff, who work to define the project requirements.

We listen intently to understand your needs and will design your project around your functional requirements, budget, and schedule. Throughout the design process, Huitt-Zollars continuously monitors the progress of the project; we measure the cost and benefit of each element against impacts to milestone budgets and 80% of our work is from repeat clients. Our clients believe in the character, integrity, reputation, judgment, and efficiency of schedules.

Huitt-Zollars understands that performance is the key to success, and adherence to high standards of performance and responsiveness sets us apart from the competition. Client satisfaction is the only real indication of performance. Huitt-Zollars offers large firm resources and small firm attention to detail to our clients, many of whom have secured our services through long-term, indefinite delivery or task order contracts. Our performance and success are measurable, and the best measure is how much work comes from our existing client base.

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Experience

PROJECT EXPERIENCE

Disaster Recovery/ Federally Funded Construction Projects and Projects located in the General Region of the State

Huitt-Zollars has significant FEMA, TDEM, TxGLO and HUD project experience in providing post-disaster damage assessments and grant funded (FEMA PA & HMP, CDBG-DR, etc.) project design to numerous local governments in response to federally declared disasters including Tropical Storm Allison, Hurricane Ike and Hurricane Harvey. We worked with Galveston County to conduct FEMA Damage Assessments for private structures in the unincorporated areas of Bolivar Peninsula and San Leon following Hurricane Ike. We have performed similar assignments for the City of Dickinson, City of Houston, Harris County Flood Control District, and METRO. Huitt-Zollars also worked with the US Army Corps of Engineers to assess and design repairs to Texas Gulf Coast Federal Projects due to damages from Hurricanes Ike and Dolly. The following are examples of our federally grant funded disaster response work.

DENISON DOWNTOWN MAIN STREET IMPROVEMENTS | Denison, Texas

Reference: Bobby Atteberry, City of Denison, 903-464-4440

Huitt-Zollars provided ADA sidewalks, ramps, street lighting, and traffic signal design for Main Street and Austin Street (SH 69) intersection in Denison, Texas. The signal design used context sensitive design to help preserve the historical look of the main street corridor. Traffic signals were mounted on signal poles as opposed to mast arms to maintain the downtown corridor identity. To provide the maximum amount of usable sidewalks for pedestrian flows, the controller cabinets and powers were located in alleys behind the buildings fronting Main Street. The advantages to locating the controller cabinets and power sources in the alleys included moving the construction of the equipment outside of the roadway improvements, minimizing utility conflicts, and maintaining the equipment without having to close the roadway. The decorative signal, pedestrian, and illumination poles were incorporated into the design to conform to the downtown corridor design guide standards. Jeff Roberts, PE was the electrical engineer for the street lighting, and ensured extensive design coordination with the City of Denison and TxDOT during the design and approval process.

DOWNTOWN GARLAND STREET IMPROVEMENTS | Garland, Texas

Reference: Shafik Salamor, PE, City of Garland, 972-205-2126

Huitt-Zollars prepared construction plans for the reconstruction of 3,300 LF of streets, utilities and storm sewers in the vicinity of City Hall, the Performing Arts Center and Library in the downtown area of Garland, Texas. The street improvements also included the addition of on-street parking, brick crosswalks, streetscape improvements, street lighting, and landscaping.

2,080 linear feet of 8-inch and 12-inch water main with stub-outs for connections, fire hydrants, and appurtenances was replaced in 5th Street, Austin Street, and 6th Street. The water main along 6th Street was particularly challenging due to it crossing a DART right-of-way. The water main relocation involved coordination with franchise utilities, DART, and the City of Garland.

Professional services included field survey work for the design and the establishment of existing right-of-way; the production of street, railroad grade crossing, water, wastewater, storm sewer, street lighting, and pavement marking plans for construction; bid schedules; and cost estimates. For this project, two complete sets of construction plans, specifications, and bidding documents were prepared; one set for the City of Garland improvements and one set for the DART crossing.



SHERMAN SUP STREETSCAPE IMPROVEMENTS, TxDOT | Sherman, Texas

Reference: Thomas L. Pruitt, PE, City of Sherman, 903-892-7208

Huitt-Zollars was selected by the City of Sherman to create and design planning documents, conceptual designs and construction documentation for the Shared Use Pathways and streetscape design of East Lamar Street, Throckmorton Street and East Houston Street in Downtown Sherman, Texas. Designs included new 8' Shared Use Pathways, new connector sidewalks and sidewalk reconstruction, new curb ramps, pedestrian crosswalk improvements, landscape and irrigation design. All improvements **were funded, designed and coordinated with TxDOT**. Landscape improvements included native and adaptive species, local aggregates and granites for groundcovers and high efficiency drip irrigation systems. Tasks included dimensional control, material plans, design details, planting design, and details and irrigation plans and details.



SACHSE ROAD AND 5th STREET | Sachse, Texas

Reference: Dennis Abraham, PE, Dallas County, 214-653-7232

The overall project consisted of reconstructing approximately three miles of an existing two-lane rural asphalt roadway with a four-lane divided reinforced concrete curb & gutter roadway with sidewalks, barrier-free ramps and stormwater collection. The project began at the intersection of 5th Street & SH 78 extending east along 5th Street to its intersection with Sachse Road and continuing eastward along Sachse Road to the City Limits Line. At the intersection of 5th Street and Sachse Road, a modern roundabout is planned due to the existing configuration of the intersection. The overall project included field topographic surveying for design, field surveying for right-of-way and easement determination, subsurface utility engineering, geotechnical field investigation and reporting, environmental assessment, USACE permitting, the relocation of water mains and sanitary sewer lines, sidewalks, curb ramps, street lighting, landscaping, irrigation, flood study and FEMA map revisions, relocation of franchise utilities, traffic signals, and coordination with Dallas County, the City of Sachse, TxDOT, and other stakeholders as necessary.



INDUSTRIAL DRIVE | Greenville, Texas

Reference: John Wright, City of Greenville, 903-457-3135

A **Texas Capital Fund Grant project** thru the Texas Department of Agriculture. Huitt-Zollars assisted the **Grant Administrator** in preparing exhibits and OPCC and successfully received the grants for the design and construction of the project.

This project consisted of designing and developing construction plans, specifications, and bidding documents for the reconstruction of Industrial Drive from 500 feet east of Joe Ramsey Boulevard to the west side of the MK&T Railroad Right-of-Way. The Industrial Drive improvements involved the construction of approximately 1,250 linear feet of undivided concrete curb and gutter street; the proposed roadway is a 41-ft. (B-B) wide undivided concrete street.



Our proposed scope of services includes roadway/drainage design, boundary and topographic survey, and construction phase services. Services included field survey, design, and production of construction plans; and coordination with the City of Greenville, and the franchised utility companies.

TxDOT STATEWIDE CURB RAMP PROGRAM | Dallas, Texas

Reference: Peter Krause, PE, Texas Department of Transportation, 512-416-2714

Huitt-Zollars conducted field investigations and prepared plans, specifications and estimates (PS&E) for over 6,000 ADA curb ramps on TxDOT roadways throughout Texas in support of TxDOT's Statewide Curb Ramp Program. PS&E packages were coordinated and prepared for various TxDOT Districts, including the local Districts of Dallas and Paris. The Dallas District contract consisted of over 800 curb ramps, while the Paris District consisted of over 650. Huitt-Zollars performed fieldwork, curb ramp design, compiled quantities and pay items, prepared bid packages, and ensured quality assurance. Design teams developed a thorough understanding of accessibility needs at corners, including access to nearby driveways and to other pedestrian features such as pedestrian buttons. Designs were prepared in compliance with ADA, TAS, as well as TxDOT's design manuals and standard details. With input from TxDOT, highways with large numbers of unmarked crosswalks were analyzed for safety.



Huitt-Zollars assembled qualified field teams, efficient back-office operations, strong project management, and solid quality control procedures with a thorough understanding of technical requirements. Our approach emphasized using up to date tools for field data collection integrated with office production systems to increase the efficiency of both field and office staff. Our approach further emphasized the PS&E package efficiency, employing the 11 ramps from the PED-12A standards and supplementing them with adequate details and specifications.

Our team focused on minimizing the disturbances to existing conditions and strived to stay within the existing footprint. Curb ramps were designed to avoid existing trees, signposts, drainage structures, utility posts, fire hydrants, and telephone pedestals. At traffic signals, our team designed ramps to align with existing signal poles. Stop bars and crosswalk markings were considered, maintaining existing locations and modifying them only when necessary. When signal pole locations were incompatible with ramp locations, new pedestal poles for pedestrian buttons and heads were considered.



When complex conditions were encountered that could not be addressed by the PED standards, the Field Engineering Team identified unusual corners to the Project Manager for review of the aerial images, digital photos and field notes. The Project Manager facilitated a discussion with the team's RAS to identify one or two potential solutions to present to TxDOT for their review. There were situations where an alternate accessible route, such as across the street, had to be utilized, but variances from TDLR were avoided.

VELOWAY / SOPAC TRAIL PHASE 4A | Dallas, Texas

Reference: Tushar Solanki, Dallas County, 214-653-7151

The greater Dallas area is home to a spectacular trail system that winds through a myriad of neighborhoods, workplaces and recreational areas. The VeloWay/SoPac 4A Trail is a vital link in that system. With the addition of the VeloWay/SoPac Phase 4A trail, local residents are able to enjoy scenic, uninterrupted walks and bike rides from north Dallas to White Rock Lake, the Trinity River Corridor, American Airlines Center and beyond.

The project consisted of providing engineering design services for the preparation of construction plans & specifications for the construction of 2.5 miles of Hike & Bike trail along abandoned DART right-of-way from Northwest Highway to Greenville Avenue in the City of Dallas. A future 1-mile extension will connect this trail to the Cottonwood/White Rock/Northaven Trail intersection near Royal Lane & US75. The design included a 14-foot wide trail, 2 new bridges and modifications to 4 existing bridges, retaining walls, lighting, signing and enhancements. Gateways and Trailheads along the trail will provide an alternate means of transportation from homes to businesses, promoting cleaner air, less congested highways, and encourage members of the communities to improve their physical health.



The project started in June 2009 as a joint funded project between Dallas County and the City of Dallas. In 2012, the City of Dallas decided not to fund their half of the project and the design was halted. HZ worked with Dallas County to prepare an application for funding **FHWA's Transportation Enhancement Program (TEP) 2014** administered by TxDOT and the North Central Texas Council of Governments. The TEP application form was submitted to TxDOT for consideration. The project was ranked Number 2 overall by TxDOT for the Dallas – Paris District in February 2013. Final approval from FHWA was received in July 2013 providing \$3 million of funding for construction. Design was restarted and the plans were revised to comply with the TxDOT Local Government Project Procedures. The PS&E design package was completed in May 2016. Construction was completed in July 2018 at a cost of \$6.5 million and opened to the public. The project team consisted of Huitt-Zollars, Dallas County, TxDOT, DART, City of Dallas, neighborhood groups and the franchised utility companies.

The trail will serve the citizens from the surrounding neighborhoods and will be a vital portion of the Dallas hike and bike trail system that provides a safe and accessible route connecting the heart of downtown Dallas to north Dallas and beyond to neighboring communities.

COTTONWOOD CREEK TRAIL SECTION "A" – SPRING VALLEY / COIT | Dallas, Texas

Reference: Aniswarie Kanamazina, PE, City of Dallas, 214-671-8422

This project consisted of the preparation of construction plans and specifications for the construction of a pedestrian/bicycle linkage between the Preston Ridge Trail and the Cottonwood Trail along Coit Road from Spring Valley Road to Haymeadow Drive. This work was done to provide pedestrians and bicyclists with a safe and attractive way to connect to these two major trails, thereby increasing the number of users.

The project has two main features:

- (1) Improved crosswalks and barrier free ramps at the intersection of Spring Valley Road and Coit Road.
- (2) Construction of a new sidewalk, approximately 1,000 feet long, amenities and landscaping improvements along the north side of Spring Valley from Maham Road to Coit Road, and along the east side of Coit Road from Spring Valley Road north to Haymeadow Drive.

Challenges faced during the design of this project included the desire to meander the sidewalk in a narrow right-of-way resulting the need for additional easements, presenting options for the alignment of the sidewalk at the public meeting, making numerous revisions due to property owners not granting an easement, the introduction of **ARRA stimulus funds (Surface Transportation Block Grant Program)** into the project resulting in the preparation of additional specifications for the bidding of the project, and making the new sidewalk and ramps meet ADA requirements and still connect to adjoining properties.

The improvements were designed and constructed in accordance with City of Dallas, TxDOT, AASHTO, ADA and other applicable regulations. The project included new crosswalks, an 8-foot wide reinforced concrete sidewalk, benches, trashcans, landscaping and irrigation. Services included field survey work for the design and establishment of existing right-of-way and easements; environmental investigation; production of construction documents; and coordination with the City of Dallas, TxDOT, the franchised utility companies, property owners, citizen groups and other applicable stakeholders.



DALLAS ROAD / COTTON BELT TRAIL | Grapevine, Texas

Reference: Paul Lee, City of Grapevine, 817-481-0372

This project consisted of designing and developing plans, specifications, proposal documents, and estimates in compliance with TxDOT guidelines for the construction of approximately 1.5 miles of the Cotton Belt Trail consisting of a 10-foot wide trail section along the north side of Dallas Road, a 12-foot wide trail section along the east side of Dooley Street from Dallas Road to the north side of the TexRail corridor (DART ROW), and a 12-foot wide trail section east from Dooley Street along the north side of the TexRail corridor (DART ROW) to Texan Trail where it will connect with the Links Trail, a TxDOT on-system trail. To construct the 10-foot wide trail section along Dallas Road, the existing 5-lane undivided, 67-foot wide pavement section is being reduced on the north side to a 4-lane divided roadway, 60-foot wide pavement section.



FEMA - HMP FUNDED 9TH AND 11TH AVENUES DRAINAGE IMPROVEMENTS I Galveston County, Texas

Reference: Michael Shannon, PE, County Engineer, Galveston County, 409-770-5557

Galveston County contracted with Huitt-Zollars to provide design, bidding, and construction phase services for drainage improvements along 9th and 11th Avenues in the unincorporated areas of Bacliff in Galveston County, Texas. Huitt-Zollars prepared plans, specifications and estimates for the design of this **FEMA-Funded** drainage improvement project. This project improves the drainage in a six-block by eight-block area of unincorporated Bacliff that is highly developed. The local area benefiting from this project is 7th Street to 13th Street and from Avenue A to the Bacliff outfall ditch. Included in this project is the re-grading of 5,200 linear feet of roadside ditches on 9th & 11th Avenue and 250 linear feet of replacement storm drainpipe. Scope of work included surveying, subsurface utilities investigation, and engineering and construction inspection. Coordination requirements included utility service providers for electrical, telecommunications, natural gas, water and sewer. Huitt-Zollars prepared drawings, specifications, and an opinion of probable construction cost for each road. The drawings included plan view drawings, typical pavement sections, traffic control plans, and details. Huitt-Zollars also prepared a Project Manual for the project based on the County's standard construction contract including the writing of Special Provisions, as required.



Bid Phase Services included attending the pre-bid meeting, issuing addenda, attending bid opening, and preparing bid tabulations with recommendations for award. Construction Administration services were provided during the construction contract, including Construction Inspection and Materials Testing services. Huitt-Zollars and its sub consultants attended the preconstruction conference and monthly project progress meetings. They also monitored the project progress, provided weekly inspection and progress reports, and reviewed the contractor's monthly pay estimates, submittals, and Requests for Information (RFIs). Huitt-Zollars monitored and managed the activities of construction inspectors and the materials testing laboratory, reviewed lab test reports for conformity with technical specifications, reviewed submittals from the contractor, and prepared change orders. Huitt-Zollars participated in the substantial completion site visit, prepared a punch list of incomplete items, and conducted a final site visit.

FEMA-FUNDED FACILITY ASSESSMENTS AND IMPROVEMENTS TO COUNTY FACILITIES FOLLOWING HURRICANE IKE I Galveston County, Texas

Reference: Sean Welch, Galveston County, Assistant Floodplain Administrator, 409-770-5557

Huitt-Zollars was retained by Galveston County, Texas to provide architectural and MEP engineering services for the assessment and preparation of plans and specifications to repair flood damages to county facilities from Hurricane Ike. This project was partially **funded by FEMA**. These facilities, all located near the Galveston County Courthouse at 722 Moody on Galveston Island, included:

- Courthouse Annex First Floor
- Old North Jail First Floor
- North Jail Elevator Replacement
- Courthouse Annex Elevator Replacement
- South Jail / Parking Garage Elevator Replacement
- Records Storage Facility

The scope of work included removal and replacement of mechanical, electrical and plumbing equipment (HVAC systems, lighting, restrooms, ductwork and elevators); improvements to restrooms to comply with current codes and accessibility standards; build-out for record storage areas, and interior improvements and finishes to walls and floors.



CDBG-DISASTER RECOVERY PROJECT – PIN OAK DRIVE, DRAINAGE IMPROVEMENTS I Dickinson, Texas

Reference: Chris Heard, City Administrator, City of Dickinson, 281-337-6204

Huitt-Zollars worked with the **City of Dickinson's (City) Grant Administrator Consultant** to develop this project and assisted in the preparation of the Hurricane Harvey Community Development Block Grant – Disaster Recovery Infrastructure Application to successfully secure funding from the **Texas General Land Office (TxGLO)** for this project. The proposed project was developed after months of meetings between City's representatives and the disaster recovery consulting team. The Team incorporated detailed data derived from historical flood impacts, LIDAR and elevation patterns within the community, as well as impacts of the proposed improvements on existing facilities. The Team focused on limiting the devastating impacts of future storms and developing long-term recovery projects that will provide immediate and meaningful relief to residents and businesses during extreme storm events. Additionally, the City plans to incorporate this methodology with future long-term recovery efforts that will complement and enhance the City's overall well-being and mitigate the impacts of severe flood events. Huitt-Zollars also contributed to the Community Needs Assessment to describe the current conditions of the facilities and actions taken on the project to address the damage along with the specific disaster-related impacts to infrastructure and housing. Huitt-Zollars also prepared an exhibit documenting the specific disaster condition. Finally, Huitt-Zollars prepared the preliminary project cost estimate. Huitt-Zollars is also providing engineering services for this project, which will provide adequate conveyance for the associated watershed encompassing Pin Oak Drive, Oak Drive and Gill Road. Project includes surveying, geotechnical investigation and preparation of construction documents to install a new 36-inch and 42-inch Reinforced Concrete Pipe (RCP) storm sewer with grated inlets to augment the existing roadside ditches. The new RCPs shall be installed under the existing pavement to avoid costly relocations of existing utilities. The work includes removal of existing asphalt paving and base and placement of reinforced concrete pavement and treated subgrade. In addition, the existing culverts on the downstream end of Pin Oak Drive shall be modified and the roadside ditches desilted. Huitt-Zollars will also provide bidding and construction administration services for this project.



3

Work Performance

WORK PERFORMANCE

We understand that performance is the key to success and that adherence to high standards of performance and responsiveness sets us apart from the competition. The only tangible indication of performance is client satisfaction. Huitt-Zollars is chosen by our clients because of our long-standing reputation for quality. We are proud of our outstanding client retention rates and references from satisfied cities, counties, and public agencies. Our performance and success are measurable – over 80% of our annual fees come from repeat clientele, proof that our philosophy is working. When the City of Anna chooses Huitt-Zollars as its engineering design services firm, it will receive the same high levels of customer service we consistently provide all of our clients. We encourage the City to reach out to our below references to discover first-hand how Huitt-Zollars can create programmatic efficiencies while being mindful of budgets and schedules.

REFERENCES

Chris Flanigan, PE / Director of Engineering
City of Allen
305 Century Parkway
Allen, TX 75013
(214) 509-4576
cflanigan@cityoffallen.org

Scott Holden, PE / Director of Public Works
City of Lucas
665 Country Club Road
Lucas, Texas 75002
(972) 727-8999
sholden@lucastexas.us

Ronnie Bates / Director of Public Works
City of Denison
300 W. Main Street
Denison, Texas 75020
(903) 465-2720
rbates@cityofdenison.com

“Huitt-Zollars managed multiple iterations of scope of work diligently and kept the budget in line with changing requests and provided well-coordinated design solutions to the need for an enhanced security fence on the Dallas Love Field perimeter. Their leadership on technical issues and coordination with various agencies was exemplary.”

Clarissa Easton, AIA, Dallas Department of Aviation

“Recently we received an RFI from a contractor; HZ was able to review the request and provided response within an hour.

Thank you for the prompt response.”

Matthew Stevens, PE, DWU Senior Engineer

“Huitt-Zollars provided fast response time to RFI’s and submittals, and allowed the contractor to meet their aggressive schedule.”

Kevin Bates, PE, City of Allen

BUDGETS AND SCHEDULES

Project; Client	Bid Date	On-Time	No. of Bids	Final Cost Estimate by HZ	Low Bid/Award	% of Change Orders
Flora Lane City of Denison	1/20	Yes	4	\$1,901,000	\$1,954,974	N/A
Bait Shop Waterline City of Lucas	1/22	Yes	8	\$1,300,000	\$1,231,956	N/A
Mesquite CIPP Phase 3 City of Mesquite	5/17	Yes	3	\$2,618, 000	\$2,132,414	0
Denison SSO City of Denison	7/17	Yes	2	\$2,300, 000	\$2,089,821	0
Scottsdale Paving City of Richardson	6/21	Yes	11	\$2,743,320	\$2,230,246	N/A

4

Capacity to Perform

CAPACITY TO PERFORM

With our current staff, we have the personnel and resources available to provide the City of Anna with a cost-effective immediate response for any request. Our team's current work will be completed in the next few months, or is an otherwise ongoing effort, which does not demand excessive time. This combination of short-term ongoing projects and non-demanding regular efforts affords us the needed resources to accommodate the varied demands of your project.

At any given moment, we can add additional staff from our other offices across the U.S. to support the project, if required due to unique and urgent situations, unforeseen changes in workload, staffing, or project schedule.

We have reviewed our current and forecasted workload, and the proposed staff has adequate capacity to manage the City's projects. You can count on us to take your projects from planning/design through construction without any changes in staffing.

Our daily ability to handle your on-call requirements resides in our available resources, but also in the strength of communication and relationships between our Project Manager, **Matthew McLeod, PE** and our team members. Matthew is experienced in all aspects of design and construction, but more importantly, is experienced with the levels of communication required for successful projects. Our team has the ability to start work immediately following a notice to proceed from the City. Our subconsultants also have the necessary means to begin work immediately. The following will give you an indication of the time commitments it will take from our entire staff and consultants to complete the project for the City of Anna.

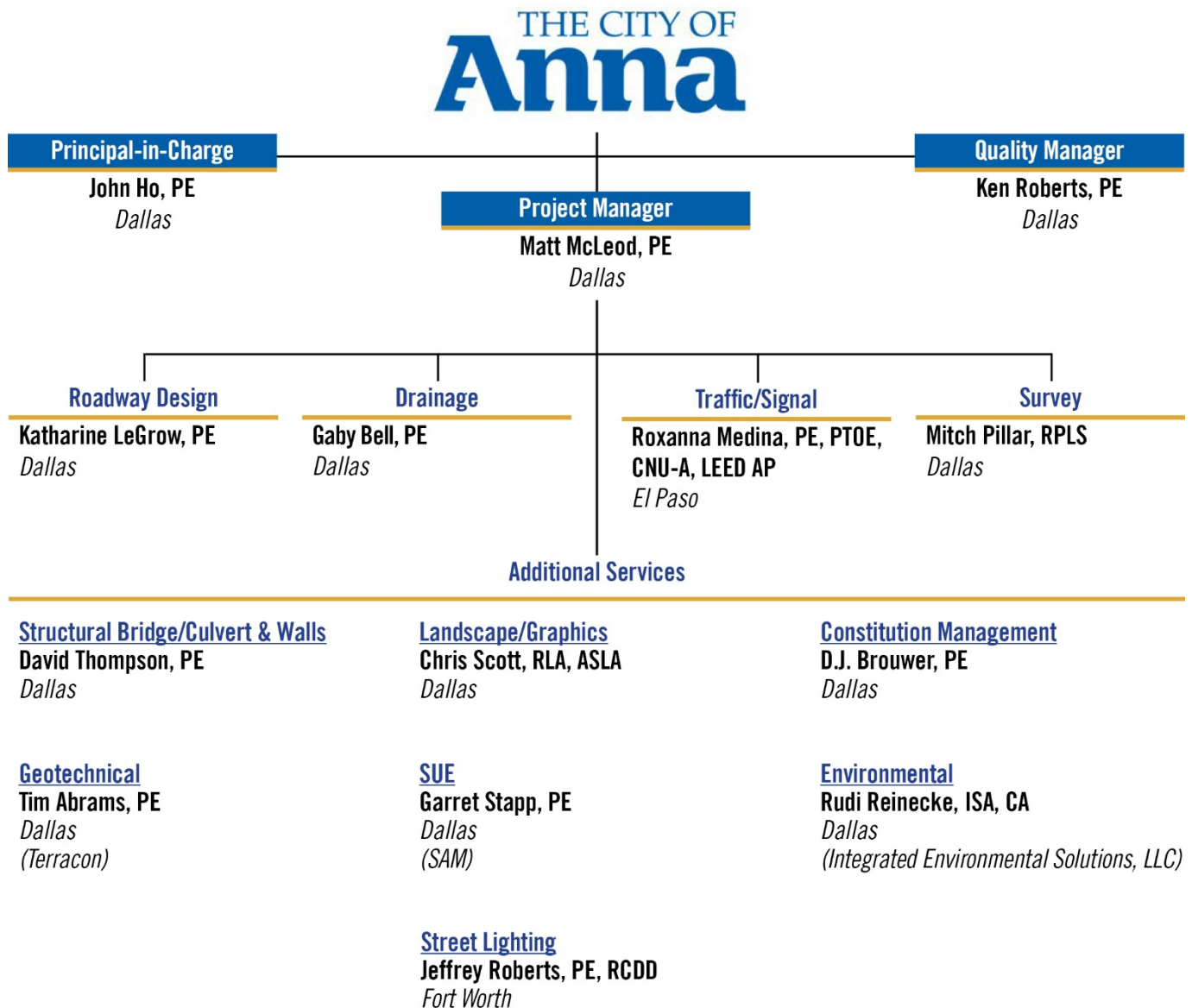
Our current and projected workload for the next year is consistent with and similar to other architectural and engineering firms practicing in the DFW region. The workload for each group within the Dallas office varies, and personnel are assigned to individual projects to meet client expectations and schedules. Our current workload is normal and there are no known conditions that would limit our ability and capacity to undertake tasks for the City of Anna. Additionally, we have six other offices in Texas (Sherman, Fort Worth, Austin, two in Houston, and El Paso) that have professional engineering and architecture staff that are available to support our planning/design efforts. Should your projects need to be expedited, we have the in-house resources and expertise to complete your projects ahead of schedule without hiring new staff.

5

Organizational Chart

ORGANIZATIONAL CHART

Huitt-Zollars has assembled a highly qualified team for the City of Anna RFQ. Each member of the team has the available capacity and depth of relevant project experience to provide the expertise required to successfully complete the tasks specific to this contract. Our team has been structured to enable each expert to efficiently apply their skills during the execution of work, and to establish a clear hierarchy of functions and responsibilities to meet each specific set of project requirements. Project staffing is based on the team members' extensive, recent experience on successful projects throughout North Texas.



6

Resumes

RESUMES

MATTHEW MCLEOD, PE | Project Manager

HUITT-ZOLIARS



Matthew McLeod brings numerous years of experience designing and managing roadway and highway projects for State, County, City, and toll agencies throughout Texas. He has knowledge in designing roadway horizontal alignments, vertical profiles, traffic control plans, cross-sections, pedestrian & bicycle facilities, SWPPP, open & closed drainage systems for roadway and site projects, including swales, storm-drain systems, standard and bridge culverts, volume reduction and environmental detention ponds, grading related to drainage activities, as well as drainage area determination and all related calculations.

His experience includes mobility-engineering projects from schematic design level through full PS&E development. Some of the clients he has worked with include, but are not limited to: TxDOT, NTTA, Northgate Constructors, LBJIG, as well as projects for multiple North Texas municipalities.

RELEVANT PROJECT EXPERIENCE

Firewheel Drive Roadway Improvements - Flower Mound, Texas

McLeod served as Project Manager and Senior Project Engineer for PS&E to construct the northbound lanes of Firewheel Drive between Milford Drive and Garden Road, approximately 818 feet in length. The western side of Firewheel Drive was previously constructed and the two lanes were being utilized for a lane each of northbound and southbound traffic. He was responsible for paving plans, removal plans, typical sections, pavement markings, quantity summary, cross-sections, and erosion control. Sidewalk connections and an existing trail connection with RRFBs were added during design of the project.

Main Street and Mill Street Landscape and Pedestrian Improvements - Lewisville, Texas

McLeod served as Project Manager for PS&E in the reconstruction of 1.10 miles of landscape, pedestrian, and bicycle improvements on Main Street (from Mill Street to Railroad Street) and Mill Street (from Purnell Street to College Street). The improvements focus on providing landscape and pedestrian enhancements along each corridor, which include on-street bicycle lanes and shared-use vehicle/bicycle lanes, restriping of pavement to include turn lanes for vehicles, parallel parking with curb bumpouts at intersections, back-in angled parking, relocation of drainage inlets, landscaping of the parkway, and ADA/PROWAG compliant hardscape improvements for pedestrian pathways and crosswalks.

As Project Manager, he was responsible for the development of paving plans, cross sections, removal plans, traffic control plans, storm drain plans, and erosion control. He also worked closely with City staff by providing exhibits and assisting with public meetings to inform City Council and property owners about parking and driveway changes and proposed right-of-way acquisition.

15th Street Reconstruction –US 75 to Ave G - Plano, Texas

McLeod served as Senior Project Engineer in the reconstruction of 0.36 miles of 15th Street in Plano from east of Center Drive to G Avenue. Project improvements consisted of a Complete Streets approach including upgrading sidewalks to meet ADA/TAS requirements, reconstructing drive approaches, enhancing pedestrian crossings, installing on/off street mixed used trails for this important Plano bike route to downtown and the DART Downtown Plano rail station, improving DART bus stop locations along the corridor, median and parkway landscaping, removal and relocation of overhead and underground utilities to a common utility trench corridor near the ROW, and decorative street lighting.

Shiloh Road - Garland, Texas

Designed PS&E for paving, drainage, and water/wastewater improvements to widen an urban arterial from four lanes with raised median to six lanes with raised median. Project consisted of 0.8 miles of Shiloh Road from I-635 Frontage Road to W. Kingsley Road in addition to 0.2 miles of McCree Road from KCS Railroad ROW to Leon Road.

As Senior Project Engineer and Project Manager he was responsible for the roadway horizontal alignments, vertical profiles, cross-sections, ADA/TAS compliant sidewalks & pedestrian ramps, traffic control plans, and grading of all aspects of the project. In addition, he handled client coordination, franchise utility coordination, and railroad coordination.

EDUCATION: 1981/BS, Civil Engineering/Southern Methodist University

REGISTRATION: Professional Engineer/Civil: 1985/Texas/#58873

HUITT-ZOLIARS

JOHN HO, PE, F.NSPE | Principal-in-Charge

HUITT-ZOLLARS



John Ho has 40 years of civil engineering experience and expertise in public infrastructure projects. As a consultant in the North Texas area, he has served as Principal-In-Charge and Project Manager in the planning and design of many roadway, drainage, and utility infrastructure projects. He is known for his attentive client services as a result of responding to their needs and meeting their goals and objectives.

RELEVANT PROJECT EXPERIENCE

Denison Downtown Main Street Reconstruction – Denison, Texas

Ho served as Principal-in-Charge for the two-block of the reconstruction of Main Street and adjacent alleys. Improvements included roadways, utilities, drainage, ADA accessibility, and street lighting.

Industrial Drive – Greenville, Texas

Ho served as Principal-in-Charge and worked closely with the City and Grant Administrator during the planning and application process and was successful in receiving the **grant from the Texas Department of Agriculture**. This project consisted of designing and developing construction plans, specifications, and bidding documents for the reconstruction of Industrial Drive from 500 feet east of Joe Ramsey Boulevard to the west side of the MK&T Railroad Right-of-Way. The Industrial Drive improvements involved the construction of approximately 1,250 linear feet of undivided concrete curb and gutter street; the proposed roadway is a 41-ft. (B-B) wide undivided concrete street.

Denison SSO Sewer – Denison, Texas

Ho was the Project Manager for the design of seven sanitary sewer main locations for approximately 20,000 LF, ranging from 8 to 12 inches throughout the City. The work was part of the City's Sanitary Sewer Overflow Initiative as required by the Texas Commission of Environmental Quality. The initiative is a voluntary program that addresses the increase in sewer overflow due to aging collection system throughout the state and encourages corrective action before harm is done to the public or the environment. Due to potential contaminated soil and ground water, pipe bursting was designed for one of the projects in order to minimize any adverse environmental impacts at another location. Huitt-Zollars worked closely with Grayson County Commissioner to re-align the sewer location in order to provide better access, ease construction and reduce construction cost.

Bait Shop Waterline Relocation – Lucas, Texas

Ho is serving as the PIC for the approximately 3,300 feet of 12-inch waterline relocation for the City of Lucas as part of the TxDOT intersection improvement project. Project included two bores under state roadways and crossing the existing NTMWD 20-inch water transmission mains. Scope of services included alignment study, surveying, design, and limited construction administration. Coordination with City, TxDOT, NTMWD and other stakeholders.

Maple Avenue Pipebursting – Dallas, Texas

The original design called for traditional open-cut replacement of 730 feet of 12-inch wastewater main with a 15-inch wastewater main. Due to contaminated soil conditions discovered after design was completed, the project was changed to pipe-bursting the existing 12-inch pipe in order to minimize soil disturbance. Huitt-Zollars was responsible for confirming this change was possible, and redesigned the project for pipe-bursting, on a tight time-frame in order to include the project in a construction bid package.

EDUCATION:	1981/BS, Civil Engineering/Southern Methodist University
REGISTRATION:	Professional Engineer/Civil: 1985/Texas/#58873

KENNETH ROBERTS, PE | Quality Manager

HUITT-ZOLLARS



Kenneth Roberts is experienced in managing and designing a wide range of public works projects including streets, alleys, major thoroughfares, flood protection and storm drainage facilities, and water and wastewater mains. His experience also includes design for single and multifamily residential projects, hotels, churches, airports, and recreational facilities.

RELEVANT PROJECT EXPERIENCE

Sachse Road Reconstruction - Sachse, Texas

Roberts served as Project Manager for civil engineering design services for the preparation of preliminary construction plans for the reconstruction of 2.4 miles of an existing two-lane rural asphalt roadway with a proposed four-lane divided roadway including sidewalks, and curb and stormwater collection. Services included USACE permitting, water and sanitary sewer relocations, street lighting, landscaping, irrigation, flood study and FEMA map revisions, relocation of franchise utilities, and traffic signals. Due to funding, the final design of the project was divided into four phases. This project was **Grant Funded**.

Timber Creek Utility Crossings – Lewisville, Texas

Roberts served as Project Manager for providing civil engineering design for the preparation of construction plans for the reconstruction of aerial crossings along Timber Creek including 11 aerial crossings, 8-inch to 30-inch, two relocations, 12-inch and 21-inch, and two waterline relocations, 12-inch and 30-inch. Professional services included field survey work for the design, geotechnical investigation, the production of sanitary sewer plans, design of special structural details for the crossings, and coordination with the franchised utility companies, TxDOT, and the City of Lewisville for the new locations.

Downtown Garland Street Improvements - Garland, Texas

Roberts served as PM for the preparation of construction plans for the reconstruction of 3,300 feet of streets, utilities and storm sewer in the vicinity of City Hall, the Performing Arts Center and Library in the Downtown area of Garland, Texas. The streets that were reconstructed were: 5th St., 6th St., Austin St., Walnut St., and the Alley between Austin St. and State St. The street improvements also included the addition of on-street parking, brick crosswalks, streetscape improvements, street lighting, and landscaping. The water mains were replaced in 5th St., 6th St., and Austin St. The wastewater lines were replaced in 5th St., Austin St., and on the south side of the DART right-of-way from the Library to 5th Street. The storm sewer system was upgraded to convey the 100-year storm and reduce the potential for flooding in this section of Garland. Professional services included field survey work for the design and establishment of existing right-of-way; the production of street, railroad grade crossing, water, wastewater, and storm sewer construction plans; bid schedules; and cost estimates.

Veloway / SoPAC Trail Phase 4A - Dallas, Texas

Roberts served as Project Manager for providing engineering design services for the preparation of construction plans for constructing approximately 3.4 miles of Hike & Bike Trail along abandoned DART right-of-way from Northwest Highway to White Rock Creek, north of Royal Lane in the City of Dallas. The design includes a 14-foot-wide hike and bike trail, one box culvert extension, bridge and retaining wall layouts, and coordination and planning between Huitt-Zollars and Dallas County. Due to limited funding from the City of Dallas, Dallas County inquired about funding through FHWA's Transportation Enhancement Program. Huitt-Zollars completed the application, including all associated paperwork and documentation, and the project was approved for funding. Due to the newly acquired federal funding, the plans were revised to comply with TxDOT standards, and a PS&E package was prepared for review and approval.

EDUCATION: 1979/Bachelor of Science, Civil Engineering/Texas Tech University

REGISTRATION: Professional Engineer/Civil: 1984/Texas/#55446

GREGORY R. WINE, PE, LEED AP | Grant Applications

HUITT-ZOLIARS



Over the past 34 years, Greg Wine has been responsible for the management, quality assurance/quality control, planning, design, and construction management of a broad range of municipal projects. He is well versed in low impact site design of public agency campuses and has led the needs assessment, facility condition assessments, space planning, programming and design of numerous local municipal projects. In addition, Wine has hands-on, multi-discipline project experience on pump and lift stations; coastal engineering projects involving wetlands creation and jetties; erosion control protection; levees, dams, and hydraulic structures; streets and roads; dredging operations; pilings, foundations, and retaining walls; and storm water drainage systems, water lines, and sanitary sewer lines. He is a graduate of the U.S. Army Corps of Engineers Coastal Engineering Research Center Shore Protection Course and Civil Works Construction Cost Engineering Course as well as a two-week Concrete Design Course conducted by the Bureau of Reclamation.

RELEVANT PROJECT EXPERIENCE

FEMA-Funded Facility Assessments and Improvements to County Facilities following Hurricane Ike – Galveston County, Texas

Wine was the Principal-in-Charge for providing architectural and MEP engineering services for the assessment and preparation of plans and specifications to repair flood damages to several Galveston County facilities from Hurricane Ike. This project was funded by FEMA.

FEMA-Funded Assessments and Improvements to the Lake Houston Dam following Record Flood – Houston, Texas

Following the record flood in October 1994, which damaged the Lake Houston Dam and its downstream erosion protection system, Wine was the Engineer-of-Record for an emergency purchase order issued by the City of Houston to perform a damage assessment and prepare an emergency bid package. The bid package was prepared overnight and a fast-track design effort began. Twenty-four hours later, the City of Houston received bids from five contractors, the low bid (which was 9% below the engineer's construction estimate) was declared responsive and a Notice to Proceed was issued. The project scope was further expanded to include construction management services for the repairs and preparation of design drawings with specifications for additional repairs. As the Engineer representing the City of Houston, Wine conducted meetings with individuals from the Federal Emergency Management Agency and the State of Texas on several occasions. Working closely with the City of Houston and FEMA, he prepared six separate Damage Survey Reports with supporting documentation, which resulted in \$1.5 million in FEMA reimbursements to the City.

FEMA Certification of the Texas City Hurricane-Flood Protection System – Galveston County, Texas

Wine served as the Engineer-of-Record for inspecting, analyzing and preparing documentation to certify that the Texas City Hurricane Flood Protection Levee meets the requirements of 44 CFR Section 65.10 of the National Flood Insurance Program (NFIP) regulations for Federal Emergency Management Agency (FEMA) Levee Certification. Work consisted of certifying that this 21.2 mile long, coastal flood and hurricane levee system meets the coastal levee design criteria for freeboard, closures, embankment protection, embankment and foundation stability, settlement, interior drainage, and other design criteria established by FEMA. He and his team conducted site visits of the flood-hurricane levee system and inspected the seventeen (17) closure structures, 6,850 linear feet of concrete floodwalls, Texas City Pump and La Marque pump stations, erosion protection and the Moses Lake Tide Gate; performed topographic surveys of the levee at critical locations; and assisted Galveston County in revising the Operation and Maintenance Manuals.

EDUCATION: 1989/Master of Engineering, Structures/University of Florida
1979/Bachelor of Science/United States Military Academy, West Point
REGISTRATION: Professional Engineer/Civil: 1992/Texas/#73646

KATHARINE LEGROW, PE | Roadway Design

HUITT-ZOLIARS



Katharine LeGrow has experience in a wide range of projects ranging from large master planned communities to major thoroughfare reconstruction. Her primary focus has been in single-family land development projects, providing design of storm sewer and drainage channels, water and wastewater layout and design and overall site grading. Additionally she has experience in the hydrology and hydraulics department with creation and analysis of models, detention facility analysis, plan and profile design for large drainage systems, and hydraulic reports. LeGrow is proficient in the use of AutoCAD Civil 3D design software for plan production, ArcMap for the purpose of creating interactive GIS exhibits and water and wastewater modeling software including InfoWorks ICM and WaterCAD.

RELEVANT PROJECT EXPERIENCE

Mesquite CIPP 3 - Mesquite, Texas

LeGrow evaluated the proposed rehabilitation of the existing sanitary sewer main using InfoWorks ICM software to determine the feasibility of modifying the sanitary sewer main and the anticipated performance of the rehabilitated line. She drafted an accompanying report detailing all modelling work performed and presented the existing conditions versus the proposed rehabilitated conditions with supporting exhibits produced from the InfoWorks ICM model.

City of Denison SSO Violation Projects - Denison, Texas

LeGrow provided design services for the reconstruction of seven existing failing sanitary sewer mains. She worked closely with City staff to incorporate design changes to the sanitary sewer mains that reflect the needs of the community. She produced the plan and profile sheets for each line, performed in-field construction administration and issued field revisions based on site observations.

Waterscape, Huffines Communities - Royse City, Texas

LeGrow served as Project Manager for design and construction documents for the Waterscape community, which will be approximately 1,110 single-family homes at full buildout. Huitt-Zollars has been responsible for design and layout of the community, street and utility infrastructure including an onsite metering station and connection to NTMWD wastewater trunk main. This development also included an offsite roadway abutting the development and an offsite waterline, ranging from 20 to 30 inches, which connected the development to City of Royse City elevated storage tanks.

Barrington, Lantana Master Development, Forestar Group - Lantana, Texas

LeGrow provided design for several phases of development in this master planned community. She provided analysis for storm drainage, sanitary sewer and water layout and general site grading. She produced plan and profile sheets for paving and utilities for multiple phases of development. She also performed associated construction administration for numerous phases of the project.

DCFWSO NO 10 Pavement Assessment Survey - Savannah, Artesia, Texas

LeGrow utilized tools in ArcGIS to create an online database to track and present an extensive pavement assessment survey. The project consisted of identifying and prioritizing pavement failures and defects that should be repaired or replaced. She worked in the field to identify, visually survey and record existing conditions of the pavement throughout the project site.

NTMWD Transfer Station Building - Plano, Texas

LeGrow performed the civil site design on this multidisciplinary project, including coordinating site needs and constraints with the architectural and electrical engineering groups. She produced utility, grading and paving plans for the site as well as providing a phasing plan that maintains operations of the existing facility through the construction of the new project.

EDUCATION: 2014/ Bachelor of Science/Civil & Environmental Engineering/University of Utah
REGISTRATION: Professional Engineer/Civil: 2019/Texas/#133113

GABRIELA BELL, PE, CFM | Drainage Design

HUITT-ZOLIARS



Gabriela Bell has 8 years of experience in open channel hydraulics, hydrologic analyses, storm water analysis and bridge hydraulics. She has served on a wide range of water resource projects including flood studies, master drainage plans, watershed studies and bridge hydraulic studies.

RELEVANT PROJECT EXPERIENCE

Town of Fairview, Master Drainage Study & Floodplain Study - Collin County, Texas

Bell completed hydrologic analysis on the Sloan Creek's approximately 5700-acre watershed for the Town of Fairview. She modeled and developed conceptual grading for detention facilities designed to detain low flows and mitigate excess runoff that would produce increases in 1% AEP peak flows downstream of the planned development area. Existing and proposed development peak discharges were determined using the SCS Unit Hydrograph method within HEC-HMS. Bell conducted hydraulic analysis on Sloan Creek and a tributary within the project. She modified the hydraulic model to incorporate a series of drop structures. The design goal was to simulate wet pools in order to keep reaches submerged to a target depth and protect streams from further erosion resulting from wet-dry cycles. She also analyzed impacts of a proposed overflow swale and modifications to and overtopped bridge as part of a conceptual floodplain reclamation study near the downstream portion of the stream.

Stormwater Master Plan, Upper Turtle Creek Basin A & B – University Park, Texas

Bell led the development of stormwater master plans for two of the City's drainage basins. Hydrodynamic modeling for each basin was completed using XP-SWMM. Both basins are currently fully-developed and primarily encompass residential areas that experience frequent flooding during small storm events. Proposed improvements included in the master plans consisted of optimized storm drain replacement improvements and innovative detention solutions. For Basin A, advanced design alternatives for a portion of the basin were provided in the stormwater master plan in order to accelerate the subsequent design phase and construction schedule. For Basin B, Bell served the City as Project Manager, developing multiple scenarios in order to provide the City with the comparative data needed to select the best solution based on level of improvement vs estimated construction cost, community needs and anticipated construction disturbance limits.

Storm Drain Replacement Phase 1, Upper Turtle Creek Basin A – University Park, Texas

Bell is currently directing the hydraulic detailed design for Phase 1 of Basin A. Phase 1 consists of approximately 7,100 linear feet (LF) of storm drain improvements with 1,000 LF of 10x6 RCB and 2,000 LF of 2-10'X6' RCBs and one 11 ac-ft. underground detention facility. The estimated construction cost for this phase is \$12M. Advancement of the detailed design is being completed using XP-SWMM. The detailed design process includes finalizing inlet sizing and placement based identified sections prone to inundation. Based on the approach taken for proposed trunk line placement during the SWMP phase, adjustments to the storm drain system alignment and profile due to utility conflicts has been minimal; however, some modifications have been completed due to anticipated residential disturbance issues associated with necessary construction procedures. All modifications based on these matters have been incorporated into the hydrodynamic model in order to ensure that the system continues to adequately mitigate runoff and prevent adverse impacts to downstream properties.

City of Arlington, Erosion & Scour Investigation for Rush Creek – Tarrant County, Texas

Bell assisted in assessing the cause of extensive stream bank erosion observed downstream of a gabion wall within Rush Creek near the Bowen Road and Green Oaks Blvd. intersection. The assessment involved reviewing available historic aerial photography, hydrologic and precipitation data as well as computing estimated shear stress at the stream bend. Evaluation concluded that increases in frequency of erosive storm events and the construction of the gabion wall contributed to stream instability downstream of the bend resulting in significant scour/erosion.

EDUCATION: 2011/Bachelor of Science, Civil Engineering/University of Texas El Paso
REGISTRATION: Professional Engineer/Civil: 2018/Texas/#130065
Certified Floodplain Manager: 2018/Texas/#3508-18N

ROXANNA R. MEDINA, PE, PTOE | Traffic Signal

HUITT-ZOLIARS



Roxanna Medina has over 15 years of experience in traffic and transportation engineering projects for private and public agency clients throughout the Southwestern US. Her capabilities include traffic and planning studies, parking studies, design of ADA compliant accessible routes, roadway geometric design, site circulation, signage, pavement marking, school zone and railroad crossings design, traffic control and management plans, and traffic signal design. Medina has completed the Texas Department of Transportation Qualification certification for Local Government Project Procedures (LGPP) to manage federally funded programs. Medina is familiar with AutoCAD, Microstation, GEOPAK, SignCAD, GuidSIGN, Synchro Traffic Signal Optimization Software, VISSIM Traffic Simulation Software, and the Highway Capacity

Software. Medina has thorough knowledge of the Manual on Uniform Traffic Control Devices (MUTCD), Highway Capacity Manual, and AASHTO's Geometric Design Manual, NACTO standards for Urban Street Design and Urban Bikeway Design Guides as well as other industry guidelines.

RELEVANT PROJECT EXPERIENCE

McKinney Corridor Study, City of Denton, Denton, Texas

Medina was the Task Leader for the corridor study for McKinney Ave for a 3 mile segment from Woodrow Lane to Grisham Road. The project included evaluating 13 intersections; determined LOS for existing and proposed conditions; evaluated delay and queue lengths for left turns lanes; performed signal warrant at unsignalized intersections for future conditions. The study also looked at ADA connectivity and transit facilities along the corridor. The recommendation from the McKinney Corridor Study incorporated the schematic design for widening the corridor from a three-lane roadway with a dual-left turn center lane to a four-lane roadway with a raised median. With the help of the study, the left turn lanes storage requirements at signalized intersections were incorporated into the design and the location of additional median openings were identified.

University Park Master Plan Study-City of University Park, University Park, Texas

Medina is currently overseeing a city-wide traffic study for the City of University Park, Texas. The traffic study is investigating the existing and future conditions of 70 intersections in the study area using the Synchro Software. VISSIM and the Highway Capacity Software (HCS) will also be used to evaluate select street segments. Capital improvements projects are also being considered for three major corridors (Lovers Ln, Hillcrest Ave, and Preston Rd) within the city limits. The Master Plan Study also includes a parking study for a commercial segment of Lovers Ln.

Ronald Reagan Blvd Corridor Study, City of Leander, Leander, Texas

Medina served as the Lead Traffic Engineer for the Ronald Reagan Blvd Corridor Study within the Leander City limits to develop a plan to manage future traffic control measures along the corridor. The study included studying 15 intersections along the 6.25-mile corridor from the Cedar Park City Limits to SH 29. Turning movement counts were collected at all the study intersections for typical weekday counts. In addition, Saturday counts were taken at key intersections and 24-hour counts were also done during the weekday counts. To ensure that all existing traffic data was captured, all approved development and project under construction were evaluated and trip generations were added to the collected trips. Growth rates were developed for the study area and the collected traffic counts were projected out to 5- and 20-year horizon years. Synchro models were developed for existing conditions, 5-year, 20-year horizon. From the models alternative control measures were identified for the intersections and the alternatives were modeled to determine the best options for the city. A VISSIM model will be created to visualize how the proposed alternatives will function along the corridor. A report describing the existing conditions and proposed alternatives for the corridor was prepared the City.

EDUCATION: 1998/Master of Science, Environmental Engineering/University of Texas at El Paso
1995/Bachelor of Science/Chemical Engineering/Texas A&M University

REGISTRATION: Professional Engineer/Civil: 2008/Texas/#100696
Professional Transportation Operations Engineer (PTOE): 2017/#4219

MITCH PILLAR, RPLS | Survey

HUITT-ZOLLARS



Mitch Pillar, a Registered Professional Land Surveyor in the State of Texas, has more than 34 years of experience as Survey Party Chief, Field Coordinator, Project Manager, and Survey Manager for a multitude of projects. He is skilled with projects involving horizontal and vertical control, boundary, right-of-way, and design surveys, as well as route and construction staking, subdivision layout, and photogrammetric ground control surveying. Pillar is in direct charge of records research, computations, drafting, and crew supervision. He currently serves as Huitt-Zollars' Dallas office Survey Manager, directing the activities of five survey crews and office survey staff.

RELEVANT PROJECT EXPERIENCE

City of Dallas Water and Wastewater Main Improvements Design – Dallas, Texas

Huitt-Zollars' survey group provided control and topographic surveys for approximately 52,000 linear feet of water and wastewater line replacement in various locations within the City of Dallas.

TxDOT Pharr District Bridge Replacements – Brooks, Willacy, Cameron & Hidalgo Counties, Texas

As part of an on call TxDOT bridge design contract, Huitt-Zollars survey group provided design and right of way surveys for eight bridge replacement projects in rural Brooks, Willacy, Cameron and Hidalgo Counties. This work consisted of establishing horizontal and vertical control; and providing roadway cross-sections, location and detail of existing structures, and creek cross-sections. In addition right-of way mapping, parcel plats, metes and bounds descriptions were prepared for right-of-way and easement acquisition.

TxDOT IH-35 Right-of-Way Mapping and Parcel Exhibits – Denton & Cooke Counties, Texas

Huitt-Zollars' survey group provided right-of-way mapping for approximately 8 miles of IH-35 in Denton and Cooke Counties. Parcel exhibits and descriptions were prepared for 96 parcels for right-of-way acquisition.

Allen Intersection Surveys – Collin County, Texas

Under contract with Collin County, the Huitt-Zollars survey group provided field surveys and base map preparation for improvements to five major intersections within the City of Allen, Texas. This work consisted of establishing horizontal and vertical control, and providing design topographic surveys and location and detail of existing structures. The existing right-of-way was established and parcel plats, metes, and bounds descriptions were prepared for additional right of way acquisition.

Los Rios Drive, City of Plano – Plano, Texas

As Survey Party Chief, Pillar was responsible for topographic and route surveying for three-mile roadway widening and bridge project.

Aerial Mapping Control for 12,000 Acres, DFW Airport – Dallas/Fort Worth, Texas

Pillar, serving as Survey Crew Chief, was responsible for the horizontal and vertical control for construction, data gathering for utility locations, and primary construction control.

Mustang Drive, Pool Road, and Dove Road Widening (9 miles), TxDOT Grapevine District and City of Grapevine – Grapevine, Texas

As Project Survey, Pillar provided design, topographic survey, utility relocation, right-of-way, and construction.

REGISTRATION: [Professional Land Surveyor: 2001/Texas/#5491](https://www.surveyor.state.tx.us/ProfessionalLandSurveyor/2001/Texas/#5491)

CHRIS SCOTT, RLA, ASLA, CNU-A | Landscape/Graphics

HUITT-ZOLIARS



Chris Scott is the Team Leader for Planning and Landscape Architecture for the Huitt-Zollars Dallas office. He has 30 years of experience with master planning, design, construction, and administration for regional, community, neighborhood and specialty parks, which include athletics, aquatic, cultural, and environmental parks. Details of his experience include master planning parks, hike and bike trail systems, streetscapes, and right-of-way beautification from a few acres to several hundred acres. Site specific design includes restroom and concession facilities, parking facilities, public gathering pavilions, picnic pavilions, overlooks, amphitheaters, entry monumentation, community and recreational aquatic centers, splash

parks, age appropriate playground facilities, athletic fields, hike and bike trails, soft surface trails, open space amenities, sport courts, screening walls, ponds, and ornamental fountains. Scott has also managed, bid, administered, and observed project construction for parks and recreation projects.

RELEVANT PROJECT EXPERIENCE

Texas Statewide Curb Ramps Improvements, TxDOT

Scott is serving as Quality Manager for this statewide program required for the state's ADA Transition Plan. He oversees the preparation of Plans, Specifications and Estimates (PS&E) for expenditures of approximately \$16 million-per-year at locations around the state. The improvements are required to bring intersections into compliance with state and federal requirements. The responsibilities of his design team include field data collection at hundreds of intersections, a geotagged photo inventory, plan preparation, quality assurance, and right-of-way determination and coordination with TxDOT and other agencies such as the Texas Department of Licensing and Regulation (TDLR) and utility owners. Sidewalk improvements, signal modifications, and drainage modifications are included in the designs.

In addition to overseeing the design, he uses the state's database to obtain queries, reports, construction costs; and oversees preparation of GIS maps for project locations.

Dallas Road / Cotton Belt Trail – Grapevine, Texas

Scott served as Project Manager for Landscape Architecture for the preparation of planning, conceptual designs, development plans and construction documentation for the streetscape design of Dallas Road in Grapevine, Texas. Designs included new Cottonbelt Trail extension, sidewalks and sidewalk reconstruction, new curb ramps, pedestrian crosswalk improvements, site amenities, ROW and median landscape improvements and water efficient irrigation design. All improvements were designed and coordinated with the TxDOT Fort Worth division. Landscape improvements included native and adaptive species of trees, shrubs, groundcovers and perennials, local aggregates/cobbles and granites for groundcover treatments and high efficiency drip irrigation systems.

Sachse Road and 5th Street Streetscape Improvements – Sachse, Texas

Scott served as Project Manager for Landscape Architecture for the preparation of planning, conceptual designs, development plans and construction documentation for the streetscape design of Sachse Road and 5th Street in Sachse, Texas. Designs included pedestrian crosswalk improvements, site amenities, ROW and median landscape improvements and water efficient irrigation design. All improvements were designed and coordinated with Dallas County Public Works. Landscape improvements included native and adaptive species of trees, shrubs, groundcovers and perennials, local aggregates/cobbles and granites for groundcover treatments and high efficiency drip irrigation systems. Tasks included dimensional control, material plans, design details, planting design and details and irrigation plans and details.

EDUCATION: 1992/Bachelor of Landscape Architecture/Texas Tech University

REGISTRATION: Registered Landscape Architect: 1999/Texas/#1976

7

Forms



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AXIS Surplus Insurance Company		26620
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 72626215

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2023	1/23/2023	1/23/2024	Per Claim \$10,000,000 Annual Aggregate \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

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ACORD 25 (2016/03)

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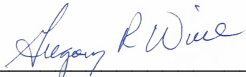
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Huitt-Zollars, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gregory R. Wine, PE / Executive Vice President

Printed Name and Title of Contractor's Authorized Official

February 3, 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Non-Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Non-Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

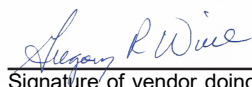
No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Non-Applicable

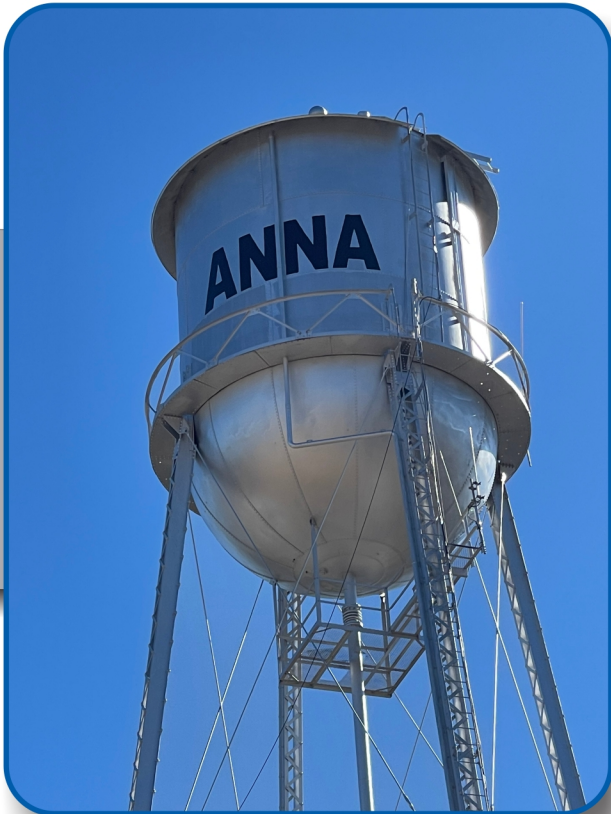
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

February 3, 2023
Date

Our commitment is to understand the needs
of our clients and to meet those needs by
delivering professional services with the
highest level of quality and integrity.



HUITT-ZOLLARS

5430 LBJ Freeway, Suite 1500 | Dallas, Texas 75420
214.871.3311 | fax 214.871.0757 | huitt-zollars.com

Request for Qualifications (RFQ) for Engineering Services

The City of Anna is seeking to enter into an engineering services contract with a state-registered engineer for application preparation and project implementation services related to a 2023/2024 Community Development Fund (CD) application and project of the TxCDBG Program of the Texas Department of Agriculture. The following outlines this request for qualifications.

- I. Scope of Services - The engineering contract will encompass all application and project-related engineering services to the City of Anna under its 2023/2024 CDG infrastructure project, including but not limited to the following:

Phase One

- Application preparation assistance, including sealed Table 2, Budget Justification, and Exhibit*

Phase Two

- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services (

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with TxCDBG federal or local match funds

- II. Statement of Qualifications - The City of Anna is seeking to contract with a competent engineering or architectural firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to water, sewer, street, and drainage projects and other eligible activities under the 2023/2024 CD Program;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state
- Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of the System for Award Management (SAM) www.Sam.gov .

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers, architects, and surveyors that will or may be assigned to this project if you receive the contract award.

Also, please provide a copy of your current certificate of insurance for professional liability, an executed Certification Regarding Lobbying, and completed CIQ Questionnaire.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)

- V. Deadline for Submission – Three (3) copies of the proposal shall be received by the City no later than **4:00 P.M. on February 3, 2023**. Please email your proposal or submit your proposal of services and a statement of qualifications (email preferred) for the proposed services to the address below:

Contact Name and Address: Kimberly Garduno, Economic Development Coordinator
120 W. Seventh St., Anna, TX 75409
Email address: kgarduno@annatexas.gov
Phone number: 214-831-5321

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ *[describe project]* under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the *[e.g. City Manager/County _____]* or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.
 6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for application preparation shall not exceed \$_____. The maximum amount of compensations and reimbursement to be paid hereunder for project engineering services shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
 7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
 9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
 10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.
-

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local City/County Official)

 (Printed Name)

 (Title)

BY: _____
 (Firm/Contractor's Authorized Representative)

 (Printed Name)

 (Title)

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:
(Choose appropriate contracted services)

SCOPE OF SERVICES

PHASE 1 – Application Preparation

1. Complete application preparation attachments including, but not limited to:
 - a. Sealed Table 2
 - b. Budget/project justification
 - c. Required maps

PHASE 2 – Project Engineering

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
 2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
 3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
 4. Prepare railroad/highway permits.
 5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
 6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
 7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
 8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
 9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
 10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
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11. Make 10-day call to confirm prevailing wage decision.
 12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
 13. Conduct bid opening and prepare minutes.
 14. Tabulate, analyze, and review bids for completeness and accuracy.
 15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
 16. Conduct pre-construction conference and prepare copy of report/minutes.
 17. Issue Notice to Proceed to construction contractor.
 18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
 19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
 20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
 21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
 22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
 23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
 24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
 25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
 26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
 27. Conduct interim/final inspections.
 28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
 29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.
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SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
 2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
 3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
 4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
 5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
 7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and
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records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
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**PART III -
PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Application preparation	0%
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
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5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
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16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract
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with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

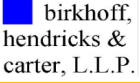
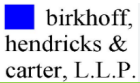
List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

2023-2024 CD Grant		Position	Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4	
		(Logo)	 Kimley»Horn  birkhoff, hendricks & carter, L.L.P.		 HUITT-ZOLIARS  Kimley»Horn		 HUITT-ZOLIARS  birkhoff, hendricks & carter, L.L.P.		 HUITT-ZOLIARS  Kimley»Horn	
Criterion	Score	Company	Kimley Horn 1	BHC 2	Huitt-Zollars 1	Kimley Horn 2	Huitt-Zollars 1	BHC 2	Huitt-Zollars 1	Kimley Horn 2
Designed Street Projects	20	-	20	18	19	17	18	18	20	20
Federal Construction Exp.	10	-	10	10	9	10	9	9	10	10
Has Worked in Region	10	-	10	10	10	10	10	10	10	10
Exp in Construction Mang.	18	-	17	17	18	18	16	16	18	18
TxCDBG Certification	20	-	2	2	2	2	2	2	2	1
Previous Projects on Schd	10	-	9	9	10	10	9	9	9	9
Projects in Budget	50	-	5	5	4	4	5	5	5	5
Work Product High Quality	10	-	9	9	10	10	9	9	9	8
Staff Experience	5	-	4	5	5	5	5	5	5	5
Adequacy of Resources	5	-	4	4	5	4	5	4	4	4
Prof. Liability Insurance	5	-	5	5	5	5	5	5	5	5
[TOTAL SCORE]	100	-	95	94	<u>97</u>	95	<u>93</u>	92	<u>97</u>	95

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING ENGINEERING/ARCHITECTURAL/SURVEYING SERVICE PROVIDER TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF ANNA'S 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT (CD) GRANT FUNDED AND ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

WHEREAS, the participation in the Texas Community Development Block Grant Program – Community Development Fund (CDBG) requires implementation by professionals experienced in the engineering/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the Texas Department of Agriculture requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

- Section 1. That Huitt-Zollars, Inc. is selected to provide application and project-related engineering and design services for a 2023/2024 CDBG Grant for the City.
- Section 2. That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 28th day of February 2023.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Kimberly Garduno

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing engineering/architectural/surveying service provider to complete project implementation for the City of Anna's 2023 Texas Community Development Block Grant Program – Downtown Revitalization Program (DRP) Grant funded and administered through the Texas Department of Agriculture. (Economic Development Coordinator, Kimberly Garduno)

SUMMARY:

The Revitalization of Downtown Anna is considered a top priority as outlined by City Council. City staff identified two grant programs funded and administered through the Texas Department of Agriculture. The city has potential to rank high in the selection process and has a good chance to receive CDBG funding for 2023 Downtown Revitalization Program (DRP). At the January 24th City Council meeting, Council approved the selection of Public Management Inc. to assist City staff with the grant administration and application process. The next step is the selection of an engineering firm with extensive Community Development Block Grant (CDBG) project management experience.

Fiscal Year 2023 DRP CDBG Funding provided by TDA:

- Grant Maximum \$500,000
- Grant is competitive within our region
- Engineering Fee - up to \$75,000 or 25 percent of construction budget (from awarded amount). Final fee will be negotiated with awarded firm. If a fee cannot be agreed upon, the city will negotiate with the 2nd rated firm.
- Eligible activities include sidewalks and lighting, eliminating architectural barrier, water/sewer lines, road reconstruction, etc. Sidewalks required for maximum points.
- Current SAM registration is required
- Application deadline is May 3, 2023

Federal Grants require an extensive amount of paperwork throughout the process. To meet all the documentation requirements on federal grants, cities find it beneficial hire engineering, architectural, and surveying firms that have experience and knowledge to assist City staff during the application process and ensure funding. Therefore, staff is recommending City Council approve hiring an engineering firm to assist with grant

application and administration process.

FINANCIAL IMPACT:

Up to \$75,000 or 25 percent of construction budget (from awarded amount).

BACKGROUND:

Request for Proposal process:

- Requests for Statement of Qualifications sent out January 13, 2023, with a deadline of February 3, 2023.
- Newspaper Ad ran in The Anna Melissa Tribune on January 12, 2023.
- Staff received Five (5) proposals: Huitt-Zollars, Birkhoff Hendricks Carter, Freese and Nichols, Kimley Horn and TRC Engineers.
- Staff recommends City Council hiring Huitt-Zollars for engineering services because they have extensive experience with Downtown street improvements and managing CDBG grant-funded projects.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. HZ_DRP_City of Anna_SOQ_Downtown DRP MS
2. Anna 23 DRP Engineering RFQ packet_January 13 2023
3. Scoring Matrix_DRP Grant_Top 2
4. Resolution PSA Engineering Firm CDBG DRP Grant_Engineering

Statement of Qualifications
**2023 Downtown Revitalization/
Main Street Program (DRP/MS)**
February 3, 2023



February 3, 2023

Ms. Kimberly Garduno
Economic Development Coordinator
City of Anna
120 W. Seventh Street
Anna, Texas 75409

Reference: **Request for Qualifications for Engineering Services
2023 Downtown Revitalization/Main Street Program (DRP/MS)**

Dear Ms. Garduno:

City of Anna (the City) is seeking an engineering firm to provide various professional and engineering services that will lead to safe, efficient, and neighbor-friendly construction. **Huitt-Zollars, Inc.** (Huitt-Zollars), a Dallas-based, full-service engineering and architectural firm established in 1975, is that ideal firm. We are recognized throughout Texas as an infrastructure design leader, providing high quality, cost effective, time sensitive solutions for numerous public sector clients.

We have a complete understanding of the scope of work to be performed due to our recent and relevant grant-funded project experience; below are just a few of our recent projects:

- ✓ **Design services for CDGB-DR Industrial Drive for the City of Greenville**
- ✓ **Design services for CDGB-DR Pin Oak Drainage Project for City of Dickinson**
- ✓ **Design services for FEMA-HMP Improvements on 9th and 11th Streets Project for Galveston County**
- ✓ **Denison Downtown Main Street Improvements**
- ✓ **Downtown Garland Street Improvements**

Plus, over the past five (5) years, Huitt-Zollars has worked closely with **Public Management, Inc. your Grant Administrator** and several Texas cities, counties, and has successfully applied and secured over \$100 million in **CDBG grant funded projects**.

We appreciate this opportunity and look forward to your continuing interest in our qualifications. Thank you.

Sincerely
Huitt-Zollars, Inc.



John Ho, PE, F.NSPE
Principal-in-Charge/Vice President

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Firm Background

FIRM BACKGROUND

Huitt-Zollars, Inc. is a full-service engineering and architectural firm with 21 regional offices. Established in 1975, the firm's seasoned staff is comprised of more than 530 professional, technical, and support personnel that are committed to delivering high quality services.

Huitt-Zollars has a close working relationship with **Public Management, Inc. your Grant Administrator** and has successfully applied and secured over \$100 million in **CDBG grant funded** projects.

Huitt-Zollars consistently excels in the execution of highly complex multi-discipline and concurrent assignments for public agencies, corporate, institutional, industrial, and private clients. Clients, which we've repeatedly served that have similar projects, include the cities of Allen, Carrollton, Dallas, Mesquite, Plano, and Sherman, TxDOT and NTTA. Examples are provided in the following pages. Also, representative projects are shown on the resumes of each of our project team members.

Huitt-Zollars also developed an innovative approach to planning and design that ensures a detailed integration and coordination of all disciplines. Known as **ADVANCEDDESIGN**, Huitt-Zollars' strength springs from the commitment and ability to execute this program. **ADVANCEDDESIGN** is a company-wide philosophy, and City of Anna can count on Huitt-Zollars' commitment to design excellence that provides economic value to you.

Services we provide:

- Architecture
- Civil Engineering
- Construction Management
- Electrical Engineering
- Environmental Studies
- Facility Condition Assessments
- Interior Design
- Landscape Architecture
- Mechanical Engineering
- Planning
- Plumbing Engineering
- Site Development
- Structural Bridge Engineering
- Structural Building Engineering
- Surveying
- Sustainability
- Urban Design

"Our **commitment** is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of **quality** and **integrity**."

80% of our work is from repeat clients. Our clients believe in the **character, integrity, reputation, judgment, and efficiency** of Huitt-Zollars.

Guided by the philosophy shown in the above Mission Statement, Huitt-Zollars utilizes an established blend of checks and procedures to maintain client satisfaction in our day-to-day practice. All projects begin with "hands-on" direction by principals of the firm. Huitt-Zollars' officers are expected to serve in a Project Manager capacity and are involved in the design of your project each and every step of the way. A good design basis must be established as the first step in delivering a quality project. This responsibility is vested with the principals of the firm and key project staff, who work to define the project requirements.

We listen intently to understand your needs and will design your project around your functional requirements, budget, and schedule. Throughout the design process, Huitt-Zollars continuously monitors the progress of the project; we measure the cost and benefit of each element against impacts to milestone budgets and 80% of our work is from repeat clients. Our clients believe in the character, integrity, reputation, judgment, and efficiency of schedules.

Huitt-Zollars understands that performance is the key to success, and adherence to high standards of performance and responsiveness sets us apart from the competition. Client satisfaction is the only real indication of performance. Huitt-Zollars offers large firm resources and small firm attention to detail to our clients, many of whom have secured our services through long-term, indefinite delivery or task order contracts. Our performance and success are measurable, and the best measure is how much work comes from our existing client base.

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Experience

PROJECT EXPERIENCE

Disaster Recovery/ Federally Funded Construction Projects and Projects located in the General Region of the State

Huitt-Zollars has significant FEMA, TDEM, TxGLO and HUD project experience in providing post-disaster damage assessments and grant funded (FEMA PA & HMP, CDBG-DR, etc.) project design to numerous local governments in response to federally declared disasters including Tropical Storm Allison, Hurricane Ike and Hurricane Harvey. We worked with Galveston County to conduct FEMA Damage Assessments for private structures in the unincorporated areas of Bolivar Peninsula and San Leon following Hurricane Ike. We have performed similar assignments for the City of Dickinson, City of Houston, Harris County Flood Control District, and METRO. Huitt-Zollars also worked with the US Army Corps of Engineers to assess and design repairs to Texas Gulf Coast Federal Projects due to damages from Hurricanes Ike and Dolly. The following are examples of our federally grant funded disaster response work.

DENISON DOWNTOWN MAIN STREET IMPROVEMENTS | Denison, Texas

Reference: Bobby Atteberry, City of Denison, 903-464-4440

Huitt-Zollars provided ADA sidewalks, ramps, street lighting, and traffic signal design for Main Street and Austin Street (SH 69) intersection in Denison, Texas. The signal design used context sensitive design to help preserve the historical look of the main street corridor. Traffic signals were mounted on signal poles as opposed to mast arms to maintain the downtown corridor identity. To provide the maximum amount of usable sidewalks for pedestrian flows, the controller cabinets and powers were located in alleys behind the buildings fronting Main Street. The advantages to locating the controller cabinets and power sources in the alleys included moving the construction of the equipment outside of the roadway improvements, minimizing utility conflicts, and maintaining the equipment without having to close the roadway. The decorative signal, pedestrian, and illumination poles were incorporated into the design to conform to the downtown corridor design guide standards. Jeff Roberts, PE was the electrical engineer for the street lighting, and ensured extensive design coordination with the City of Denison and TxDOT during the design and approval process.

DOWNTOWN GARLAND STREET IMPROVEMENTS | Garland, Texas

Reference: Shafik Salamor, PE, City of Garland, 972-205-2126

Huitt-Zollars prepared construction plans for the reconstruction of 3,300 LF of streets, utilities and storm sewers in the vicinity of City Hall, the Performing Arts Center and Library in the downtown area of Garland, Texas. The street improvements also included the addition of on-street parking, brick crosswalks, streetscape improvements, street lighting, and landscaping.

2,080 linear feet of 8-inch and 12-inch water main with stub-outs for connections, fire hydrants, and appurtenances was replaced in 5th Street, Austin Street, and 6th Street. The water main along 6th Street was particularly challenging due to it crossing a DART right-of-way. The water main relocation involved coordination with franchise utilities, DART, and the City of Garland.

Professional services included field survey work for the design and the establishment of existing right-of-way; the production of street, railroad grade crossing, water, wastewater, storm sewer, street lighting, and pavement marking plans for construction; bid schedules; and cost estimates. For this project, two complete sets of construction plans, specifications, and bidding documents were prepared; one set for the City of Garland improvements and one set for the DART crossing.



SHERMAN SUP STREETSCAPE IMPROVEMENTS, TxDOT | Sherman, Texas

Reference: Thomas L. Pruitt, PE, City of Sherman, 903-892-7208

Huitt-Zollars was selected by the City of Sherman to create and design planning documents, conceptual designs and construction documentation for the Shared Use Pathways and streetscape design of East Lamar Street, Throckmorton Street and East Houston Street in Downtown Sherman, Texas. Designs included new 8' Shared Use Pathways, new connector sidewalks and sidewalk reconstruction, new curb ramps, pedestrian crosswalk improvements, landscape and irrigation design. All improvements **were funded, designed and coordinated with TxDOT**. Landscape improvements included native and adaptive species, local aggregates and granites for groundcovers and high efficiency drip irrigation systems. Tasks included dimensional control, material plans, design details, planting design, and details and irrigation plans and details.



SACHSE ROAD AND 5th STREET | Sachse, Texas

Reference: Dennis Abraham, PE, Dallas County, 214-653-7232

The overall project consisted of reconstructing approximately three miles of an existing two-lane rural asphalt roadway with a four-lane divided reinforced concrete curb & gutter roadway with sidewalks, barrier-free ramps and stormwater collection. The project began at the intersection of 5th Street & SH 78 extending east along 5th Street to its intersection with Sachse Road and continuing eastward along Sachse Road to the City Limits Line. At the intersection of 5th Street and Sachse Road, a modern roundabout is planned due to the existing configuration of the intersection. The overall project included field topographic surveying for design, field surveying for right-of-way and easement determination, subsurface utility engineering, geotechnical field investigation and reporting, environmental assessment, USACE permitting, the relocation of water mains and sanitary sewer lines, sidewalks, curb ramps, street lighting, landscaping, irrigation, flood study and FEMA map revisions, relocation of franchise utilities, traffic signals, and coordination with Dallas County, the City of Sachse, TxDOT, and other stakeholders as necessary.



INDUSTRIAL DRIVE | Greenville, Texas

Reference: John Wright, City of Greenville, 903-457-3135

A **Texas Capital Fund Grant project** thru the Texas Department of Agriculture. Huitt-Zollars assisted the **Grant Administrator** in preparing exhibits and OPCC and successfully received the grants for the design and construction of the project.

This project consisted of designing and developing construction plans, specifications, and bidding documents for the reconstruction of Industrial Drive from 500 feet east of Joe Ramsey Boulevard to the west side of the MK&T Railroad Right-of-Way. The Industrial Drive improvements involved the construction of approximately 1,250 linear feet of undivided concrete curb and gutter street; the proposed roadway is a 41-ft. (B-B) wide undivided concrete street.



Our proposed scope of services includes roadway/drainage design, boundary and topographic survey, and construction phase services. Services included field survey, design, and production of construction plans; and coordination with the City of Greenville, and the franchised utility companies.

TxDOT STATEWIDE CURB RAMP PROGRAM | Dallas, Texas

Reference: Peter Krause, PE, Texas Department of Transportation, 512-416-2714

Huitt-Zollars conducted field investigations and prepared plans, specifications and estimates (PS&E) for over 6,000 ADA curb ramps on TxDOT roadways throughout Texas in support of TxDOT's Statewide Curb Ramp Program. PS&E packages were coordinated and prepared for various TxDOT Districts, including the local Districts of Dallas and Paris. The Dallas District contract consisted of over 800 curb ramps, while the Paris District consisted of over 650. Huitt-Zollars performed fieldwork, curb ramp design, compiled quantities and pay items, prepared bid packages, and ensured quality assurance. Design teams developed a thorough understanding of accessibility needs at corners, including access to nearby driveways and to other pedestrian features such as pedestrian buttons. Designs were prepared in compliance with ADA, TAS, as well as TxDOT's design manuals and standard details. With input from TxDOT, highways with large numbers of unmarked crosswalks were analyzed for safety.



Huitt-Zollars assembled qualified field teams, efficient back-office operations, strong project management, and solid quality control procedures with a thorough understanding of technical requirements. Our approach emphasized using up to date tools for field data collection integrated with office production systems to increase the efficiency of both field and office staff. Our approach further emphasized the PS&E package efficiency, employing the 11 ramps from the PED-12A standards and supplementing them with adequate details and specifications.

Our team focused on minimizing the disturbances to existing conditions and strived to stay within the existing footprint. Curb ramps were designed to avoid existing trees, signposts, drainage structures, utility posts, fire hydrants, and telephone pedestals. At traffic signals, our team designed ramps to align with existing signal poles. Stop bars and crosswalk markings were considered, maintaining existing locations and modifying them only when necessary. When signal pole locations were incompatible with ramp locations, new pedestal poles for pedestrian buttons and heads were considered.



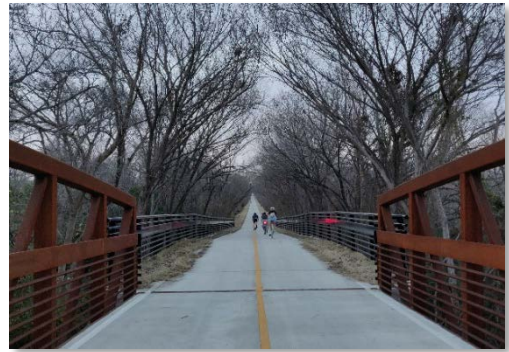
When complex conditions were encountered that could not be addressed by the PED standards, the Field Engineering Team identified unusual corners to the Project Manager for review of the aerial images, digital photos and field notes. The Project Manager facilitated a discussion with the team's RAS to identify one or two potential solutions to present to TxDOT for their review. There were situations where an alternate accessible route, such as across the street, had to be utilized, but variances from TDLR were avoided.

VELOWAY / SOPAC TRAIL PHASE 4A | Dallas, Texas

Reference: Tushar Solanki, Dallas County, 214-653-7151

The greater Dallas area is home to a spectacular trail system that winds through a myriad of neighborhoods, workplaces and recreational areas. The VeloWay/SoPac 4A Trail is a vital link in that system. With the addition of the VeloWay/SoPac Phase 4A trail, local residents are able to enjoy scenic, uninterrupted walks and bike rides from north Dallas to White Rock Lake, the Trinity River Corridor, American Airlines Center and beyond.

The project consisted of providing engineering design services for the preparation of construction plans & specifications for the construction of 2.5 miles of Hike & Bike trail along abandoned DART right-of-way from Northwest Highway to Greenville Avenue in the City of Dallas. A future 1-mile extension will connect this trail to the Cottonwood/White Rock/Northaven Trail intersection near Royal Lane & US75. The design included a 14-foot wide trail, 2 new bridges and modifications to 4 existing bridges, retaining walls, lighting, signing and enhancements. Gateways and Trailheads along the trail will provide an alternate means of transportation from homes to businesses, promoting cleaner air, less congested highways, and encourage members of the communities to improve their physical health.



The project started in June 2009 as a joint funded project between Dallas County and the City of Dallas. In 2012, the City of Dallas decided not to fund their half of the project and the design was halted. HZ worked with Dallas County to prepare an application for funding **FHWA's Transportation Enhancement Program (TEP) 2014** administered by TxDOT and the North Central Texas Council of Governments. The TEP application form was submitted to TxDOT for consideration. The project was ranked Number 2 overall by TxDOT for the Dallas – Paris District in February 2013. Final approval from FHWA was received in July 2013 providing \$3 million of funding for construction. Design was restarted and the plans were revised to comply with the TxDOT Local Government Project Procedures. The PS&E design package was completed in May 2016. Construction was completed in July 2018 at a cost of \$6.5 million and opened to the public. The project team consisted of Huitt-Zollars, Dallas County, TxDOT, DART, City of Dallas, neighborhood groups and the franchised utility companies.

The trail will serve the citizens from the surrounding neighborhoods and will be a vital portion of the Dallas hike and bike trail system that provides a safe and accessible route connecting the heart of downtown Dallas to north Dallas and beyond to neighboring communities.

COTTONWOOD CREEK TRAIL SECTION “A” – SPRING VALLEY / COIT | Dallas, Texas

Reference: Aniswarie Kanamazina, PE, City of Dallas, 214-671-8422

This project consisted of the preparation of construction plans and specifications for the construction of a pedestrian/bicycle linkage between the Preston Ridge Trail and the Cottonwood Trail along Coit Road from Spring Valley Road to Haymeadow Drive. This work was done to provide pedestrians and bicyclists with a safe and attractive way to connect to these two major trails, thereby increasing the number of users.

The project has two main features:

- (1) Improved crosswalks and barrier free ramps at the intersection of Spring Valley Road and Coit Road.
- (2) Construction of a new sidewalk, approximately 1,000 feet long, amenities and landscaping improvements along the north side of Spring Valley from Maham Road to Coit Road, and along the east side of Coit Road from Spring Valley Road north to Haymeadow Drive.

Challenges faced during the design of this project included the desire to meander the sidewalk in a narrow right-of-way resulting the need for additional easements, presenting options for the alignment of the sidewalk at the public meeting, making numerous revisions due to property owners not granting an easement, the introduction of **ARRA stimulus funds (Surface Transportation Block Grant Program)** into the project resulting in the preparation of additional specifications for the bidding of the project, and making the new sidewalk and ramps meet ADA requirements and still connect to adjoining properties.

The improvements were designed and constructed in accordance with City of Dallas, TxDOT, AASHTO, ADA and other applicable regulations. The project included new crosswalks, an 8-foot wide reinforced concrete sidewalk, benches, trashcans, landscaping and irrigation. Services included field survey work for the design and establishment of existing right-of-way and easements; environmental investigation; production of construction documents; and coordination with the City of Dallas, TxDOT, the franchised utility companies, property owners, citizen groups and other applicable stakeholders.



DALLAS ROAD / COTTON BELT TRAIL | Grapevine, Texas

Reference: Paul Lee, City of Grapevine, 817-481-0372

This project consisted of designing and developing plans, specifications, proposal documents, and estimates in compliance with TxDOT guidelines for the construction of approximately 1.5 miles of the Cotton Belt Trail consisting of a 10-foot wide trail section along the north side of Dallas Road, a 12-foot wide trail section along the east side of Dooley Street from Dallas Road to the north side of the TexRail corridor (DART ROW), and a 12-foot wide trail section east from Dooley Street along the north side of the TexRail corridor (DART ROW) to Texan Trail where it will connect with the Links Trail, a TxDOT on-system trail. To construct the 10-foot wide trail section along Dallas Road, the existing 5-lane undivided, 67-foot wide pavement section is being reduced on the north side to a 4-lane divided roadway, 60-foot wide pavement section.



FEMA - HMP FUNDED 9TH AND 11TH AVENUES DRAINAGE IMPROVEMENTS I Galveston County, Texas

Reference: Michael Shannon, PE, County Engineer, Galveston County, 409-770-5557

Galveston County contracted with Huitt-Zollars to provide design, bidding, and construction phase services for drainage improvements along 9th and 11th Avenues in the unincorporated areas of Bacliff in Galveston County, Texas. Huitt-Zollars prepared plans, specifications and estimates for the design of this **FEMA-Funded** drainage improvement project. This project improves the drainage in a six-block by eight-block area of unincorporated Bacliff that is highly developed. The local area benefiting from this project is 7th Street to 13th Street and from Avenue A to the Bacliff outfall ditch. Included in this project is the re-grading of 5,200 linear feet of roadside ditches on 9th & 11th Avenue and 250 linear feet of replacement storm drainpipe. Scope of work included surveying, subsurface utilities investigation, and engineering and construction inspection. Coordination requirements included utility service providers for electrical, telecommunications, natural gas, water and sewer. Huitt-Zollars prepared drawings, specifications, and an opinion of probable construction cost for each road. The drawings included plan view drawings, typical pavement sections, traffic control plans, and details. Huitt-Zollars also prepared a Project Manual for the project based on the County's standard construction contract including the writing of Special Provisions, as required.



Bid Phase Services included attending the pre-bid meeting, issuing addenda, attending bid opening, and preparing bid tabulations with recommendations for award. Construction Administration services were provided during the construction contract, including Construction Inspection and Materials Testing services. Huitt-Zollars and its sub consultants attended the preconstruction conference and monthly project progress meetings. They also monitored the project progress, provided weekly inspection and progress reports, and reviewed the contractor's monthly pay estimates, submittals, and Requests for Information (RFIs). Huitt-Zollars monitored and managed the activities of construction inspectors and the materials testing laboratory, reviewed lab test reports for conformity with technical specifications, reviewed submittals from the contractor, and prepared change orders. Huitt-Zollars participated in the substantial completion site visit, prepared a punch list of incomplete items, and conducted a final site visit.

FEMA-FUNDED FACILITY ASSESSMENTS AND IMPROVEMENTS TO COUNTY FACILITIES FOLLOWING HURRICANE IKE I Galveston County, Texas

Reference: Sean Welch, Galveston County, Assistant Floodplain Administrator, 409-770-5557

Huitt-Zollars was retained by Galveston County, Texas to provide architectural and MEP engineering services for the assessment and preparation of plans and specifications to repair flood damages to county facilities from Hurricane Ike. This project was partially **funded by FEMA**. These facilities, all located near the Galveston County Courthouse at 722 Moody on Galveston Island, included:

- Courthouse Annex First Floor
- Old North Jail First Floor
- North Jail Elevator Replacement
- Courthouse Annex Elevator Replacement
- South Jail / Parking Garage Elevator Replacement
- Records Storage Facility

The scope of work included removal and replacement of mechanical, electrical and plumbing equipment (HVAC systems, lighting, restrooms, ductwork and elevators); improvements to restrooms to comply with current codes and accessibility standards; build-out for record storage areas, and interior improvements and finishes to walls and floors.



CDBG-DISASTER RECOVERY PROJECT – PIN OAK DRIVE, DRAINAGE IMPROVEMENTS I Dickinson, Texas

Reference: Chris Heard, City Administrator, City of Dickinson, 281-337-6204

Huitt-Zollars worked with the **City of Dickinson's (City) Grant Administrator Consultant** to develop this project and assisted in the preparation of the Hurricane Harvey Community Development Block Grant – Disaster Recovery Infrastructure Application to successfully secure funding from the **Texas General Land Office (TxGLO)** for this project. The proposed project was developed after months of meetings between City's representatives and the disaster recovery consulting team. The Team incorporated detailed data derived from historical flood impacts, LIDAR and elevation patterns within the community, as well as impacts of the proposed improvements on existing facilities. The Team focused on limiting the devastating impacts of future storms and developing long-term recovery projects that will provide immediate and meaningful relief to residents and businesses during extreme storm events. Additionally, the City plans to incorporate this methodology with future long-term recovery efforts that will complement and enhance the City's overall well-being and mitigate the impacts of severe flood events. Huitt-Zollars also contributed to the Community Needs Assessment to describe the current conditions of the facilities and actions taken on the project to address the damage along with the specific disaster-related impacts to infrastructure and housing. Huitt-Zollars also prepared an exhibit documenting the specific disaster condition. Finally, Huitt-Zollars prepared the preliminary project cost estimate. Huitt-Zollars is also providing engineering services for this project, which will provide adequate conveyance for the associated watershed encompassing Pin Oak Drive, Oak Drive and Gill Road. Project includes surveying, geotechnical investigation and preparation of construction documents to install a new 36-inch and 42-inch Reinforced Concrete Pipe (RCP) storm sewer with grated inlets to augment the existing roadside ditches. The new RCPs shall be installed under the existing pavement to avoid costly relocations of existing utilities. The work includes removal of existing asphalt paving and base and placement of reinforced concrete pavement and treated subgrade. In addition, the existing culverts on the downstream end of Pin Oak Drive shall be modified and the roadside ditches desilted. Huitt-Zollars will also provide bidding and construction administration services for this project.



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Work Performance

WORK PERFORMANCE

We understand that performance is the key to success and that adherence to high standards of performance and responsiveness sets us apart from the competition. The only tangible indication of performance is client satisfaction. Huitt-Zollars is chosen by our clients because of our long-standing reputation for quality. We are proud of our outstanding client retention rates and references from satisfied cities, counties, and public agencies. Our performance and success are measurable – over 80% of our annual fees come from repeat clientele, proof that our philosophy is working. When the City of Anna chooses Huitt-Zollars as its engineering design services firm, it will receive the same high levels of customer service we consistently provide all of our clients. We encourage the City to reach out to our below references to discover first-hand how Huitt-Zollars can create programmatic efficiencies while being mindful of budgets and schedules.

REFERENCES

Chris Flanigan, PE / Director of Engineering
City of Allen
305 Century Parkway
Allen, TX 75013
(214) 509-4576
cflanigan@cityoffallen.org

Scott Holden, PE / Director of Public Works
City of Lucas
665 Country Club Road
Lucas, Texas 75002
(972) 727-8999
sholden@lucastexas.us

Ronnie Bates / Director of Public Works
City of Denison
300 W. Main Street
Denison, Texas 75020
(903) 465-2720
rbates@cityofdenison.com

“Huitt-Zollars managed multiple iterations of scope of work diligently and kept the budget in line with changing requests and provided well-coordinated design solutions to the need for an enhanced security fence on the Dallas Love Field perimeter. Their leadership on technical issues and coordination with various agencies was exemplary.”

Clarissa Easton, AIA, Dallas Department of Aviation

“Recently we received an RFI from a contractor; HZ was able to review the request and provided response within an hour.

Thank you for the prompt response.”

Matthew Stevens, PE, DWU Senior Engineer

“Huitt-Zollars provided fast response time to RFI’s and submittals, and allowed the contractor to meet their aggressive schedule.”

Kevin Bates, PE, City of Allen

BUDGETS AND SCHEDULES

Project; Client	Bid Date	On-Time	No. of Bids	Final Cost Estimate by HZ	Low Bid/Award	% of Change Orders
Flora Lane City of Denison	1/20	Yes	4	\$1,901,000	\$1,954,974	N/A
Bait Shop Waterline City of Lucas	1/22	Yes	8	\$1,300,000	\$1,231,956	N/A
Mesquite CIPP Phase 3 City of Mesquite	5/17	Yes	3	\$2,618, 000	\$2,132,414	0
Denison SSO City of Denison	7/17	Yes	2	\$2,300, 000	\$2,089,821	0
Scottsdale Paving City of Richardson	6/21	Yes	11	\$2,743,320	\$2,230,246	N/A

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Capacity to Perform

CAPACITY TO PERFORM

With our current staff, we have the personnel and resources available to provide the City of Anna with a cost-effective immediate response for any request. Our team's current work will be completed in the next few months, or is an otherwise ongoing effort, which does not demand excessive time. This combination of short-term ongoing projects and non-demanding regular efforts affords us the needed resources to accommodate the varied demands of your project.

At any given moment, we can add additional staff from our other offices across the U.S. to support the project, if required due to unique and urgent situations, unforeseen changes in workload, staffing, or project schedule.

We have reviewed our current and forecasted workload, and the proposed staff has adequate capacity to manage the City's projects. You can count on us to take your projects from planning/design through construction without any changes in staffing.

Our daily ability to handle your on-call requirements resides in our available resources, but also in the strength of communication and relationships between our Project Manager, **Matthew McLeod, PE** and our team members. Matthew is experienced in all aspects of design and construction, but more importantly, is experienced with the levels of communication required for successful projects. Our team has the ability to start work immediately following a notice to proceed from the City. Our subconsultants also have the necessary means to begin work immediately. The following will give you an indication of the time commitments it will take from our entire staff and consultants to complete the project for the City of Anna.

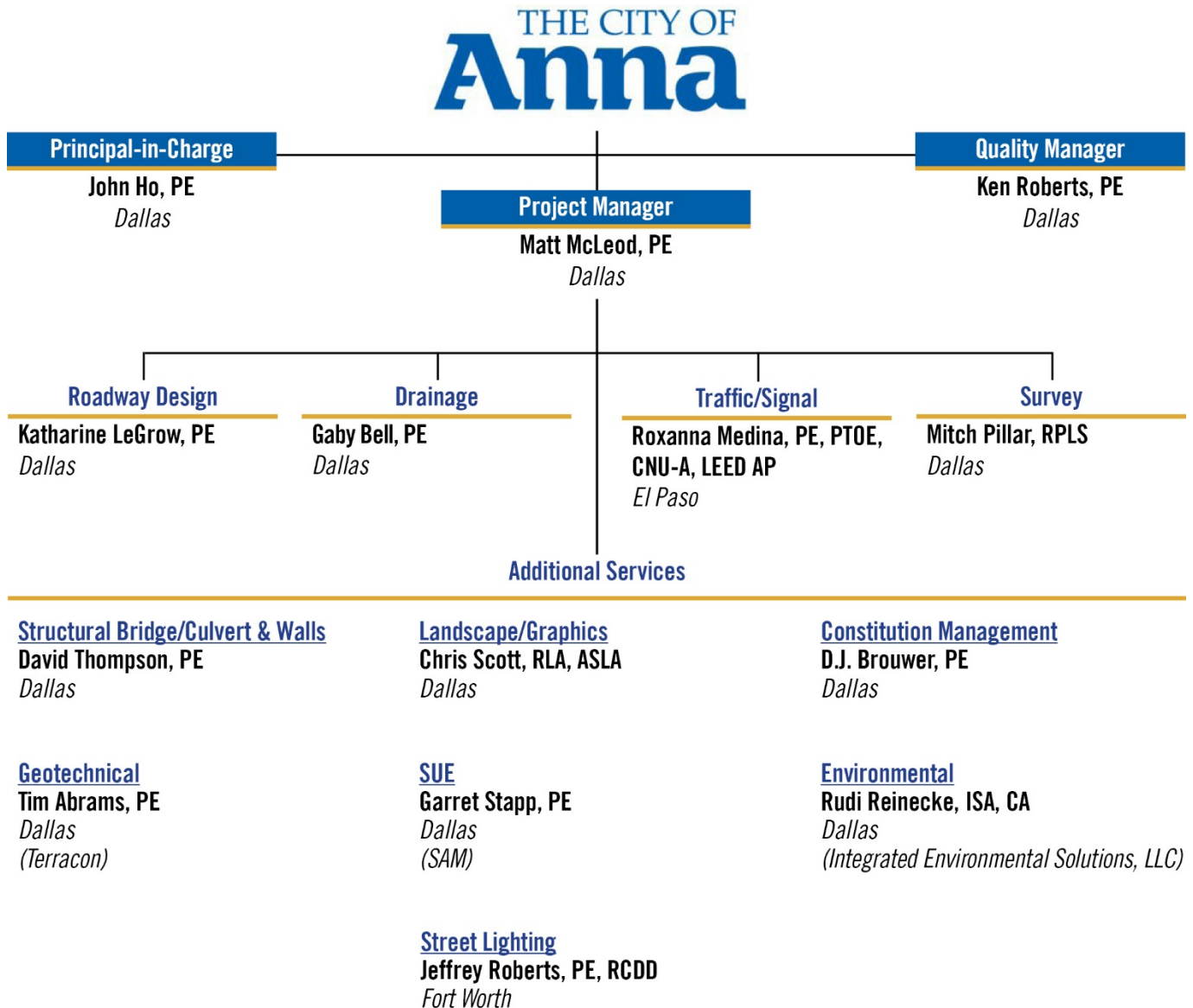
Our current and projected workload for the next year is consistent with and similar to other architectural and engineering firms practicing in the DFW region. The workload for each group within the Dallas office varies, and personnel are assigned to individual projects to meet client expectations and schedules. Our current workload is normal and there are no known conditions that would limit our ability and capacity to undertake tasks for the City of Anna. Additionally, we have six other offices in Texas (Sherman, Fort Worth, Austin, two in Houston, and El Paso) that have professional engineering and architecture staff that are available to support our planning/design efforts. Should your projects need to be expedited, we have the in-house resources and expertise to complete your projects ahead of schedule without hiring new staff.

5

Organizational Chart

ORGANIZATIONAL CHART

Huitt-Zollars has assembled a highly qualified team for the City of Anna RFQ. Each member of the team has the available capacity and depth of relevant project experience to provide the expertise required to successfully complete the tasks specific to this contract. Our team has been structured to enable each expert to efficiently apply their skills during the execution of work, and to establish a clear hierarchy of functions and responsibilities to meet each specific set of project requirements. Project staffing is based on the team members' extensive, recent experience on successful projects throughout North Texas.



6

Resumes

RESUMES

MATTHEW MCLEOD, PE | Project Manager

HUITT-ZOLIARS



Matthew McLeod brings numerous years of experience designing and managing roadway and highway projects for State, County, City, and toll agencies throughout Texas. He has knowledge in designing roadway horizontal alignments, vertical profiles, traffic control plans, cross-sections, pedestrian & bicycle facilities, SWPPP, open & closed drainage systems for roadway and site projects, including swales, storm-drain systems, standard and bridge culverts, volume reduction and environmental detention ponds, grading related to drainage activities, as well as drainage area determination and all related calculations.

His experience includes mobility-engineering projects from schematic design level through full PS&E development. Some of the clients he has worked with include, but are not limited to: TxDOT, NTTA, Northgate Constructors, LBJIG, as well as projects for multiple North Texas municipalities.

RELEVANT PROJECT EXPERIENCE

Firewheel Drive Roadway Improvements - Flower Mound, Texas

McLeod served as Project Manager and Senior Project Engineer for PS&E to construct the northbound lanes of Firewheel Drive between Milford Drive and Garden Road, approximately 818 feet in length. The western side of Firewheel Drive was previously constructed and the two lanes were being utilized for a lane each of northbound and southbound traffic. He was responsible for paving plans, removal plans, typical sections, pavement markings, quantity summary, cross-sections, and erosion control. Sidewalk connections and an existing trail connection with RRBs were added during design of the project.

Main Street and Mill Street Landscape and Pedestrian Improvements - Lewisville, Texas

McLeod served as Project Manager for PS&E in the reconstruction of 1.10 miles of landscape, pedestrian, and bicycle improvements on Main Street (from Mill Street to Railroad Street) and Mill Street (from Purnell Street to College Street). The improvements focus on providing landscape and pedestrian enhancements along each corridor, which include on-street bicycle lanes and shared-use vehicle/bicycle lanes, restriping of pavement to include turn lanes for vehicles, parallel parking with curb bumpouts at intersections, back-in angled parking, relocation of drainage inlets, landscaping of the parkway, and ADA/PROWAG compliant hardscape improvements for pedestrian pathways and crosswalks.

As Project Manager, he was responsible for the development of paving plans, cross sections, removal plans, traffic control plans, storm drain plans, and erosion control. He also worked closely with City staff by providing exhibits and assisting with public meetings to inform City Council and property owners about parking and driveway changes and proposed right-of-way acquisition.

15th Street Reconstruction –US 75 to Ave G - Plano, Texas

McLeod served as Senior Project Engineer in the reconstruction of 0.36 miles of 15th Street in Plano from east of Center Drive to G Avenue. Project improvements consisted of a Complete Streets approach including upgrading sidewalks to meet ADA/TAS requirements, reconstructing drive approaches, enhancing pedestrian crossings, installing on/off street mixed used trails for this important Plano bike route to downtown and the DART Downtown Plano rail station, improving DART bus stop locations along the corridor, median and parkway landscaping, removal and relocation of overhead and underground utilities to a common utility trench corridor near the ROW, and decorative street lighting.

Shiloh Road - Garland, Texas

Designed PS&E for paving, drainage, and water/wastewater improvements to widen an urban arterial from four lanes with raised median to six lanes with raised median. Project consisted of 0.8 miles of Shiloh Road from I-635 Frontage Road to W. Kingsley Road in addition to 0.2 miles of McCree Road from KCS Railroad ROW to Leon Road.

As Senior Project Engineer and Project Manager he was responsible for the roadway horizontal alignments, vertical profiles, cross-sections, ADA/TAS compliant sidewalks & pedestrian ramps, traffic control plans, and grading of all aspects of the project. In addition, he handled client coordination, franchise utility coordination, and railroad coordination.

EDUCATION: 1981/BS, Civil Engineering/Southern Methodist University

REGISTRATION: Professional Engineer/Civil: 1985/Texas/#58873

HUITT-ZOLIARS

JOHN HO, PE, F.NSPE | Principal-in-Charge

HUITT-ZOLLARS



John Ho has 40 years of civil engineering experience and expertise in public infrastructure projects. As a consultant in the North Texas area, he has served as Principal-In-Charge and Project Manager in the planning and design of many roadway, drainage, and utility infrastructure projects. He is known for his attentive client services as a result of responding to their needs and meeting their goals and objectives.

RELEVANT PROJECT EXPERIENCE

Denison Downtown Main Street Reconstruction – Denison, Texas

Ho served as Principal-in-Charge for the two-block of the reconstruction of Main Street and adjacent alleys. Improvements included roadways, utilities, drainage, ADA accessibility, and street lighting.

Industrial Drive – Greenville, Texas

Ho served as Principal-in-Charge and worked closely with the City and Grant Administrator during the planning and application process and was successful in receiving the **grant from the Texas Department of Agriculture**. This project consisted of designing and developing construction plans, specifications, and bidding documents for the reconstruction of Industrial Drive from 500 feet east of Joe Ramsey Boulevard to the west side of the MK&T Railroad Right-of-Way. The Industrial Drive improvements involved the construction of approximately 1,250 linear feet of undivided concrete curb and gutter street; the proposed roadway is a 41-ft. (B-B) wide undivided concrete street.

Denison SSO Sewer – Denison, Texas

Ho was the Project Manager for the design of seven sanitary sewer main locations for approximately 20,000 LF, ranging from 8 to 12 inches throughout the City. The work was part of the City's Sanitary Sewer Overflow Initiative as required by the Texas Commission of Environmental Quality. The initiative is a voluntary program that addresses the increase in sewer overflow due to aging collection system throughout the state and encourages corrective action before harm is done to the public or the environment. Due to potential contaminated soil and ground water, pipe bursting was designed for one of the projects in order to minimize any adverse environmental impacts at another location. Huitt-Zollars worked closely with Grayson County Commissioner to re-align the sewer location in order to provide better access, ease construction and reduce construction cost.

Bait Shop Waterline Relocation – Lucas, Texas

Ho is serving as the PIC for the approximately 3,300 feet of 12-inch waterline relocation for the City of Lucas as part of the TxDOT intersection improvement project. Project included two bores under state roadways and crossing the existing NTMWD 20-inch water transmission mains. Scope of services included alignment study, surveying, design, and limited construction administration. Coordination with City, TxDOT, NTMWD and other stakeholders.

Maple Avenue Pipebursting – Dallas, Texas

The original design called for traditional open-cut replacement of 730 feet of 12-inch wastewater main with a 15-inch wastewater main. Due to contaminated soil conditions discovered after design was completed, the project was changed to pipe-bursting the existing 12-inch pipe in order to minimize soil disturbance. Huitt-Zollars was responsible for confirming this change was possible, and redesigned the project for pipe-bursting, on a tight time-frame in order to include the project in a construction bid package.

EDUCATION:	1981/BS, Civil Engineering/Southern Methodist University
REGISTRATION:	Professional Engineer/Civil: 1985/Texas/#58873

KENNETH ROBERTS, PE | Quality Manager

HUITT-ZOLLARS



Kenneth Roberts is experienced in managing and designing a wide range of public works projects including streets, alleys, major thoroughfares, flood protection and storm drainage facilities, and water and wastewater mains. His experience also includes design for single and multifamily residential projects, hotels, churches, airports, and recreational facilities.

RELEVANT PROJECT EXPERIENCE

Sachse Road Reconstruction - Sachse, Texas

Roberts served as Project Manager for civil engineering design services for the preparation of preliminary construction plans for the reconstruction of 2.4 miles of an existing two-lane rural asphalt roadway with a proposed four-lane divided roadway including sidewalks, and curb and stormwater collection. Services included USACE permitting, water and sanitary sewer relocations, street lighting, landscaping, irrigation, flood study and FEMA map revisions, relocation of franchise utilities, and traffic signals. Due to funding, the final design of the project was divided into four phases. This project was **Grant Funded**.

Timber Creek Utility Crossings – Lewisville, Texas

Roberts served as Project Manager for providing civil engineering design for the preparation of construction plans for the reconstruction of aerial crossings along Timber Creek including 11 aerial crossings, 8-inch to 30-inch, two relocations, 12-inch and 21-inch, and two waterline relocations, 12-inch and 30-inch. Professional services included field survey work for the design, geotechnical investigation, the production of sanitary sewer plans, design of special structural details for the crossings, and coordination with the franchised utility companies, TxDOT, and the City of Lewisville for the new locations.

Downtown Garland Street Improvements - Garland, Texas

Roberts served as PM for the preparation of construction plans for the reconstruction of 3,300 feet of streets, utilities and storm sewer in the vicinity of City Hall, the Performing Arts Center and Library in the Downtown area of Garland, Texas. The streets that were reconstructed were: 5th St., 6th St., Austin St., Walnut St., and the Alley between Austin St. and State St. The street improvements also included the addition of on-street parking, brick crosswalks, streetscape improvements, street lighting, and landscaping. The water mains were replaced in 5th St., 6th St., and Austin St. The wastewater lines were replaced in 5th St., Austin St., and on the south side of the DART right-of-way from the Library to 5th Street. The storm sewer system was upgraded to convey the 100-year storm and reduce the potential for flooding in this section of Garland. Professional services included field survey work for the design and establishment of existing right-of-way; the production of street, railroad grade crossing, water, wastewater, and storm sewer construction plans; bid schedules; and cost estimates.

Veloway / SoPAC Trail Phase 4A - Dallas, Texas

Roberts served as Project Manager for providing engineering design services for the preparation of construction plans for constructing approximately 3.4 miles of Hike & Bike Trail along abandoned DART right-of-way from Northwest Highway to White Rock Creek, north of Royal Lane in the City of Dallas. The design includes a 14-foot-wide hike and bike trail, one box culvert extension, bridge and retaining wall layouts, and coordination and planning between Huitt-Zollars and Dallas County. Due to limited funding from the City of Dallas, Dallas County inquired about funding through FHWA's Transportation Enhancement Program. Huitt-Zollars completed the application, including all associated paperwork and documentation, and the project was approved for funding. Due to the newly acquired federal funding, the plans were revised to comply with TxDOT standards, and a PS&E package was prepared for review and approval.

EDUCATION: 1979/Bachelor of Science, Civil Engineering/Texas Tech University

REGISTRATION: Professional Engineer/Civil: 1984/Texas/#55446

GREGORY R. WINE, PE, LEED AP | Grant Applications

HUITT-ZOLIARS



Over the past 34 years, Greg Wine has been responsible for the management, quality assurance/quality control, planning, design, and construction management of a broad range of municipal projects. He is well versed in low impact site design of public agency campuses and has led the needs assessment, facility condition assessments, space planning, programming and design of numerous local municipal projects. In addition, Wine has hands-on, multi-discipline project experience on pump and lift stations; coastal engineering projects involving wetlands creation and jetties; erosion control protection; levees, dams, and hydraulic structures; streets and roads; dredging operations; pilings, foundations, and retaining walls; and storm water drainage systems, water lines, and sanitary sewer lines. He is a graduate of the U.S. Army Corps of Engineers Coastal Engineering Research Center Shore Protection Course and Civil Works Construction Cost Engineering Course as well as a two-week Concrete Design Course conducted by the Bureau of Reclamation.

RELEVANT PROJECT EXPERIENCE

FEMA-Funded Facility Assessments and Improvements to County Facilities following Hurricane Ike – Galveston County, Texas

Wine was the Principal-in-Charge for providing architectural and MEP engineering services for the assessment and preparation of plans and specifications to repair flood damages to several Galveston County facilities from Hurricane Ike. This project was funded by FEMA.

FEMA-Funded Assessments and Improvements to the Lake Houston Dam following Record Flood – Houston, Texas

Following the record flood in October 1994, which damaged the Lake Houston Dam and its downstream erosion protection system, Wine was the Engineer-of-Record for an emergency purchase order issued by the City of Houston to perform a damage assessment and prepare an emergency bid package. The bid package was prepared overnight and a fast-track design effort began. Twenty-four hours later, the City of Houston received bids from five contractors, the low bid (which was 9% below the engineer's construction estimate) was declared responsive and a Notice to Proceed was issued. The project scope was further expanded to include construction management services for the repairs and preparation of design drawings with specifications for additional repairs. As the Engineer representing the City of Houston, Wine conducted meetings with individuals from the Federal Emergency Management Agency and the State of Texas on several occasions. Working closely with the City of Houston and FEMA, he prepared six separate Damage Survey Reports with supporting documentation, which resulted in \$1.5 million in FEMA reimbursements to the City.

FEMA Certification of the Texas City Hurricane-Flood Protection System – Galveston County, Texas

Wine served as the Engineer-of-Record for inspecting, analyzing and preparing documentation to certify that the Texas City Hurricane Flood Protection Levee meets the requirements of 44 CFR Section 65.10 of the National Flood Insurance Program (NFIP) regulations for Federal Emergency Management Agency (FEMA) Levee Certification. Work consisted of certifying that this 21.2 mile long, coastal flood and hurricane levee system meets the coastal levee design criteria for freeboard, closures, embankment protection, embankment and foundation stability, settlement, interior drainage, and other design criteria established by FEMA. He and his team conducted site visits of the flood-hurricane levee system and inspected the seventeen (17) closure structures, 6,850 linear feet of concrete floodwalls, Texas City Pump and La Marque pump stations, erosion protection and the Moses Lake Tide Gate; performed topographic surveys of the levee at critical locations; and assisted Galveston County in revising the Operation and Maintenance Manuals.

EDUCATION: 1989/Master of Engineering, Structures/University of Florida
1979/Bachelor of Science/United States Military Academy, West Point
REGISTRATION: Professional Engineer/Civil: 1992/Texas/#73646

KATHARINE LEGROW, PE | Roadway Design

HUITT-ZOLIARS



Katharine LeGrow has experience in a wide range of projects ranging from large master planned communities to major thoroughfare reconstruction. Her primary focus has been in single-family land development projects, providing design of storm sewer and drainage channels, water and wastewater layout and design and overall site grading. Additionally she has experience in the hydrology and hydraulics department with creation and analysis of models, detention facility analysis, plan and profile design for large drainage systems, and hydraulic reports. LeGrow is proficient in the use of AutoCAD Civil 3D design software for plan production, ArcMap for the purpose of creating interactive GIS exhibits and water and wastewater modeling software including InfoWorks ICM and WaterCAD.

RELEVANT PROJECT EXPERIENCE

Mesquite CIPP 3 - Mesquite, Texas

LeGrow evaluated the proposed rehabilitation of the existing sanitary sewer main using InfoWorks ICM software to determine the feasibility of modifying the sanitary sewer main and the anticipated performance of the rehabilitated line. She drafted an accompanying report detailing all modelling work performed and presented the existing conditions versus the proposed rehabilitated conditions with supporting exhibits produced from the InfoWorks ICM model.

City of Denison SSO Violation Projects - Denison, Texas

LeGrow provided design services for the reconstruction of seven existing failing sanitary sewer mains. She worked closely with City staff to incorporate design changes to the sanitary sewer mains that reflect the needs of the community. She produced the plan and profile sheets for each line, performed in-field construction administration and issued field revisions based on site observations.

Waterscape, Huffines Communities - Royse City, Texas

LeGrow served as Project Manager for design and construction documents for the Waterscape community, which will be approximately 1,110 single-family homes at full buildout. Huitt-Zollars has been responsible for design and layout of the community, street and utility infrastructure including an onsite metering station and connection to NTMWD wastewater trunk main. This development also included an offsite roadway abutting the development and an offsite waterline, ranging from 20 to 30 inches, which connected the development to City of Royse City elevated storage tanks.

Barrington, Lantana Master Development, Forestar Group - Lantana, Texas

LeGrow provided design for several phases of development in this master planned community. She provided analysis for storm drainage, sanitary sewer and water layout and general site grading. She produced plan and profile sheets for paving and utilities for multiple phases of development. She also performed associated construction administration for numerous phases of the project.

DCFWSO NO 10 Pavement Assessment Survey - Savannah, Artesia, Texas

LeGrow utilized tools in ArcGIS to create an online database to track and present an extensive pavement assessment survey. The project consisted of identifying and prioritizing pavement failures and defects that should be repaired or replaced. She worked in the field to identify, visually survey and record existing conditions of the pavement throughout the project site.

NTMWD Transfer Station Building - Plano, Texas

LeGrow performed the civil site design on this multidisciplinary project, including coordinating site needs and constraints with the architectural and electrical engineering groups. She produced utility, grading and paving plans for the site as well as providing a phasing plan that maintains operations of the existing facility through the construction of the new project.

EDUCATION: 2014/ Bachelor of Science/Civil & Environmental Engineering/University of Utah
REGISTRATION: Professional Engineer/Civil: 2019/Texas/#133113

GABRIELA BELL, PE, CFM | Drainage Design

HUITT-ZOLIARS



Gabriela Bell has 8 years of experience in open channel hydraulics, hydrologic analyses, storm water analysis and bridge hydraulics. She has served on a wide range of water resource projects including flood studies, master drainage plans, watershed studies and bridge hydraulic studies.

RELEVANT PROJECT EXPERIENCE

Town of Fairview, Master Drainage Study & Floodplain Study - Collin County, Texas

Bell completed hydrologic analysis on the Sloan Creek's approximately 5700-acre watershed for the Town of Fairview. She modeled and developed conceptual grading for detention facilities designed to detain low flows and mitigate excess runoff that would produce increases in 1% AEP peak flows downstream of the planned development area. Existing and proposed development peak discharges were determined using the SCS Unit Hydrograph method within HEC-HMS. Bell conducted hydraulic analysis on Sloan Creek and a tributary within the project. She modified the hydraulic model to incorporate a series of drop structures. The design goal was to simulate wet pools in order to keep reaches submerged to a target depth and protect streams from further erosion resulting from wet-dry cycles. She also analyzed impacts of a proposed overflow swale and modifications to and overtopped bridge as part of a conceptual floodplain reclamation study near the downstream portion of the stream.

Stormwater Master Plan, Upper Turtle Creek Basin A & B – University Park, Texas

Bell led the development of stormwater master plans for two of the City's drainage basins. Hydrodynamic modeling for each basin was completed using XP-SWMM. Both basins are currently fully-developed and primarily encompass residential areas that experience frequent flooding during small storm events. Proposed improvements included in the master plans consisted of optimized storm drain replacement improvements and innovative detention solutions. For Basin A, advanced design alternatives for a portion of the basin were provided in the stormwater master plan in order to accelerate the subsequent design phase and construction schedule. For Basin B, Bell served the City as Project Manager, developing multiple scenarios in order to provide the City with the comparative data needed to select the best solution based on level of improvement vs estimated construction cost, community needs and anticipated construction disturbance limits.

Storm Drain Replacement Phase 1, Upper Turtle Creek Basin A – University Park, Texas

Bell is currently directing the hydraulic detailed design for Phase 1 of Basin A. Phase 1 consists of approximately 7,100 linear feet (LF) of storm drain improvements with 1,000 LF of 10x6 RCB and 2,000 LF of 2-10'X6' RCBs and one 11 ac-ft. underground detention facility. The estimated construction cost for this phase is \$12M. Advancement of the detailed design is being completed using XP-SWMM. The detailed design process includes finalizing inlet sizing and placement based identified sections prone to inundation. Based on the approach taken for proposed trunk line placement during the SWMP phase, adjustments to the storm drain system alignment and profile due to utility conflicts has been minimal; however, some modifications have been completed due to anticipated residential disturbance issues associated with necessary construction procedures. All modifications based on these matters have been incorporated into the hydrodynamic model in order to ensure that the system continues to adequately mitigate runoff and prevent adverse impacts to downstream properties.

City of Arlington, Erosion & Scour Investigation for Rush Creek – Tarrant County, Texas

Bell assisted in assessing the cause of extensive stream bank erosion observed downstream of a gabion wall within Rush Creek near the Bowen Road and Green Oaks Blvd. intersection. The assessment involved reviewing available historic aerial photography, hydrologic and precipitation data as well as computing estimated shear stress at the stream bend. Evaluation concluded that increases in frequency of erosive storm events and the construction of the gabion wall contributed to stream instability downstream of the bend resulting in significant scour/erosion.

EDUCATION: 2011/Bachelor of Science, Civil Engineering/University of Texas El Paso
REGISTRATION: Professional Engineer/Civil: 2018/Texas/#130065
Certified Floodplain Manager: 2018/Texas/#3508-18N

ROXANNA R. MEDINA, PE, PTOE | Traffic Signal

HUITT-ZOLIARS



Roxanna Medina has over 15 years of experience in traffic and transportation engineering projects for private and public agency clients throughout the Southwestern US. Her capabilities include traffic and planning studies, parking studies, design of ADA compliant accessible routes, roadway geometric design, site circulation, signage, pavement marking, school zone and railroad crossings design, traffic control and management plans, and traffic signal design. Medina has completed the Texas Department of Transportation Qualification certification for Local Government Project Procedures (LGPP) to manage federally funded programs. Medina is familiar with AutoCAD, Microstation, GEOPAK, SignCAD, GuidSIGN, Synchro Traffic Signal Optimization Software, VISSIM Traffic Simulation Software, and the Highway Capacity

Software. Medina has thorough knowledge of the Manual on Uniform Traffic Control Devices (MUTCD), Highway Capacity Manual, and AASHTO's Geometric Design Manual, NACTO standards for Urban Street Design and Urban Bikeway Design Guides as well as other industry guidelines.

RELEVANT PROJECT EXPERIENCE

McKinney Corridor Study, City of Denton, Denton, Texas

Medina was the Task Leader for the corridor study for McKinney Ave for a 3 mile segment from Woodrow Lane to Grisham Road. The project included evaluating 13 intersections; determined LOS for existing and proposed conditions; evaluated delay and queue lengths for left turns lanes; performed signal warrant at unsignalized intersections for future conditions. The study also looked at ADA connectivity and transit facilities along the corridor. The recommendation from the McKinney Corridor Study incorporated the schematic design for widening the corridor from a three-lane roadway with a dual-left turn center lane to a four-lane roadway with a raised median. With the help of the study, the left turn lanes storage requirements at signalized intersections were incorporated into the design and the location of additional median openings were identified.

University Park Master Plan Study-City of University Park, University Park, Texas

Medina is currently overseeing a city-wide traffic study for the City of University Park, Texas. The traffic study is investigating the existing and future conditions of 70 intersections in the study area using the Synchro Software. VISSIM and the Highway Capacity Software (HCS) will also be used to evaluate select street segments. Capital improvements projects are also being considered for three major corridors (Lovers Ln, Hillcrest Ave, and Preston Rd) within the city limits. The Master Plan Study also includes a parking study for a commercial segment of Lovers Ln.

Ronald Reagan Blvd Corridor Study, City of Leander, Leander, Texas

Medina served as the Lead Traffic Engineer for the Ronald Reagan Blvd Corridor Study within the Leander City limits to develop a plan to manage future traffic control measures along the corridor. The study included studying 15 intersections along the 6.25-mile corridor from the Cedar Park City Limits to SH 29. Turning movement counts were collected at all the study intersections for typical weekday counts. In addition, Saturday counts were taken at key intersections and 24-hour counts were also done during the weekday counts. To ensure that all existing traffic data was captured, all approved development and project under construction were evaluated and trip generations were added to the collected trips. Growth rates were developed for the study area and the collected traffic counts were projected out to 5- and 20-year horizon years. Synchro models were developed for existing conditions, 5-year, 20-year horizon. From the models alternative control measures were identified for the intersections and the alternatives were modeled to determine the best options for the city. A VISSIM model will be created to visualize how the proposed alternatives will function along the corridor. A report describing the existing conditions and proposed alternatives for the corridor was prepared the City.

EDUCATION: 1998/Master of Science, Environmental Engineering/University of Texas at El Paso
1995/Bachelor of Science/Chemical Engineering/Texas A&M University

REGISTRATION: Professional Engineer/Civil: 2008/Texas/#100696
Professional Transportation Operations Engineer (PTOE): 2017/#4219

MITCH PILLAR, RPLS | Survey

HUITT-ZOLLARS



Mitch Pillar, a Registered Professional Land Surveyor in the State of Texas, has more than 34 years of experience as Survey Party Chief, Field Coordinator, Project Manager, and Survey Manager for a multitude of projects. He is skilled with projects involving horizontal and vertical control, boundary, right-of-way, and design surveys, as well as route and construction staking, subdivision layout, and photogrammetric ground control surveying. Pillar is in direct charge of records research, computations, drafting, and crew supervision. He currently serves as Huitt-Zollars' Dallas office Survey Manager, directing the activities of five survey crews and office survey staff.

RELEVANT PROJECT EXPERIENCE

City of Dallas Water and Wastewater Main Improvements Design – Dallas, Texas

Huitt-Zollars' survey group provided control and topographic surveys for approximately 52,000 linear feet of water and wastewater line replacement in various locations within the City of Dallas.

TxDOT Pharr District Bridge Replacements – Brooks, Willacy, Cameron & Hidalgo Counties, Texas

As part of an on call TxDOT bridge design contract, Huitt-Zollars survey group provided design and right of way surveys for eight bridge replacement projects in rural Brooks, Willacy, Cameron and Hidalgo Counties. This work consisted of establishing horizontal and vertical control; and providing roadway cross-sections, location and detail of existing structures, and creek cross-sections. In addition right-of way mapping, parcel plats, metes and bounds descriptions were prepared for right-of-way and easement acquisition.

TxDOT IH-35 Right-of-Way Mapping and Parcel Exhibits – Denton & Cooke Counties, Texas

Huitt-Zollars' survey group provided right-of-way mapping for approximately 8 miles of IH-35 in Denton and Cooke Counties. Parcel exhibits and descriptions were prepared for 96 parcels for right-of-way acquisition.

Allen Intersection Surveys – Collin County, Texas

Under contract with Collin County, the Huitt-Zollars survey group provided field surveys and base map preparation for improvements to five major intersections within the City of Allen, Texas. This work consisted of establishing horizontal and vertical control, and providing design topographic surveys and location and detail of existing structures. The existing right-of-way was established and parcel plats, metes, and bounds descriptions were prepared for additional right of way acquisition.

Los Rios Drive, City of Plano – Plano, Texas

As Survey Party Chief, Pillar was responsible for topographic and route surveying for three-mile roadway widening and bridge project.

Aerial Mapping Control for 12,000 Acres, DFW Airport – Dallas/Fort Worth, Texas

Pillar, serving as Survey Crew Chief, was responsible for the horizontal and vertical control for construction, data gathering for utility locations, and primary construction control.

Mustang Drive, Pool Road, and Dove Road Widening (9 miles), TxDOT Grapevine District and City of Grapevine – Grapevine, Texas

As Project Survey, Pillar provided design, topographic survey, utility relocation, right-of-way, and construction.

REGISTRATION: [Professional Land Surveyor: 2001/Texas/#5491](https://www.sos.texas.gov/land-surveyors/2001/Texas/#5491)

CHRIS SCOTT, RLA, ASLA, CNU-A I Landscape/Graphics

HUITT-ZOLIARS



Chris Scott is the Team Leader for Planning and Landscape Architecture for the Huitt-Zollars Dallas office. He has 30 years of experience with master planning, design, construction, and administration for regional, community, neighborhood and specialty parks, which include athletics, aquatic, cultural, and environmental parks. Details of his experience include master planning parks, hike and bike trail systems, streetscapes, and right-of-way beautification from a few acres to several hundred acres. Site specific design includes restroom and concession facilities, parking facilities, public gathering pavilions, picnic pavilions, overlooks, amphitheaters, entry monumentation, community and recreational aquatic centers, splash

parks, age appropriate playground facilities, athletic fields, hike and bike trails, soft surface trails, open space amenities, sport courts, screening walls, ponds, and ornamental fountains. Scott has also managed, bid, administered, and observed project construction for parks and recreation projects.

RELEVANT PROJECT EXPERIENCE

Texas Statewide Curb Ramps Improvements, TxDOT

Scott is serving as Quality Manager for this statewide program required for the state's ADA Transition Plan. He oversees the preparation of Plans, Specifications and Estimates (PS&E) for expenditures of approximately \$16 million-per-year at locations around the state. The improvements are required to bring intersections into compliance with state and federal requirements. The responsibilities of his design team include field data collection at hundreds of intersections, a geotagged photo inventory, plan preparation, quality assurance, and right-of-way determination and coordination with TxDOT and other agencies such as the Texas Department of Licensing and Regulation (TDLR) and utility owners. Sidewalk improvements, signal modifications, and drainage modifications are included in the designs.

In addition to overseeing the design, he uses the state's database to obtain queries, reports, construction costs; and oversees preparation of GIS maps for project locations.

Dallas Road / Cotton Belt Trail – Grapevine, Texas

Scott served as Project Manager for Landscape Architecture for the preparation of planning, conceptual designs, development plans and construction documentation for the streetscape design of Dallas Road in Grapevine, Texas. Designs included new Cottonbelt Trail extension, sidewalks and sidewalk reconstruction, new curb ramps, pedestrian crosswalk improvements, site amenities, ROW and median landscape improvements and water efficient irrigation design. All improvements were designed and coordinated with the TxDOT Fort Worth division. Landscape improvements included native and adaptive species of trees, shrubs, groundcovers and perennials, local aggregates/cobbles and granites for groundcover treatments and high efficiency drip irrigation systems.

Sachse Road and 5th Street Streetscape Improvements – Sachse, Texas

Scott served as Project Manager for Landscape Architecture for the preparation of planning, conceptual designs, development plans and construction documentation for the streetscape design of Sachse Road and 5th Street in Sachse, Texas. Designs included pedestrian crosswalk improvements, site amenities, ROW and median landscape improvements and water efficient irrigation design. All improvements were designed and coordinated with Dallas County Public Works. Landscape improvements included native and adaptive species of trees, shrubs, groundcovers and perennials, local aggregates/cobbles and granites for groundcover treatments and high efficiency drip irrigation systems. Tasks included dimensional control, material plans, design details, planting design and details and irrigation plans and details.

EDUCATION: 1992/Bachelor of Landscape Architecture/Texas Tech University

REGISTRATION: Registered Landscape Architect: 1999/Texas/#1976

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Forms



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AXIS Surplus Insurance Company		26620
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 72626215

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2023	1/23/2023	1/23/2024	Per Claim \$10,000,000 Annual Aggregate \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

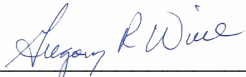
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Huitt-Zollars, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gregory R. Wine, PE / Executive Vice President

Printed Name and Title of Contractor's Authorized Official

February 3, 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Non-Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Non-Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

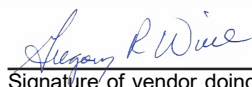
No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Non-Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

February 3, 2023
Date

Our commitment is to understand the needs
of our clients and to meet those needs by
delivering professional services with the
highest level of quality and integrity.



HUITT-ZOLLARS

5430 LBJ Freeway, Suite 1500 | Dallas, Texas 75420
214.871.3311 | fax 214.871.0757 | huitt-zollars.com

Request for Qualifications (RFQ) for Engineering Services

The City of Anna is seeking to enter into an engineering services contract with a state-registered engineer for application preparation and project implementation services related to a **2023 Downtown Revitalization/Main Street Program (DRP/MS)** Fund application and project of the TxCDBG Program of the Texas Department of Agriculture. The following outlines this request for qualifications.

- I. Scope of Services - The engineering contract will encompass all application and project-related engineering services to the City of Anna under its **2023 Downtown Revitalization/Main Street Program (DRP/MS)** Fund TxCDBG infrastructure project, including but not limited to the following:

Phase One

- Application preparation assistance, including sealed Table 2, Budget Justification, and Exhibit*

Phase Two

- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services (

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with TxCDBG federal or local match funds

- II. Statement of Qualifications - The City of Anna is seeking to contract with a competent engineering or architectural firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to sidewalk, water, sewer, street, drainage projects and other eligible activities under the 2023 Downtown Revitalization/Main Street Program;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state
- Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of the System for Award Management (SAM) www.Sam.gov .

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers, architects, and surveyors that will or may be assigned to this project if you receive the contract award.

Also, please provide a copy of your current certificate of insurance for professional liability, an executed Certification Regarding Lobbying, and completed CIQ Questionnaire.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)

- V. Deadline for Submission –Provide Three (3) hard copies, if mailing. The proposal shall be received by the City no later than 4:00 P.M. on February 3, 2023. Please email your proposal or submit your proposal of services and a statement of qualifications (emailed preferred) for the proposed services to the address below:

Contact name: Kimberly Garduno
Number: 214-831-5321
Email: kgarduno@annatexas.gov
Address: 120 W. Seventh St., Anna, Texas 75409

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

☐ Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ *[describe project]* under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the *[e.g. City Manager/County _____]* or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.
 6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for application preparation shall not exceed \$_____. The maximum amount of compensations and reimbursement to be paid hereunder for project engineering services shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
 7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
 9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
 10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.
-

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local City/County Official)

 (Printed Name)

 (Title)

BY: _____
 (Firm/Contractor's Authorized Representative)

 (Printed Name)

 (Title)

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:
(Choose appropriate contracted services)

SCOPE OF SERVICES

PHASE 1 – Application Preparation

1. Complete application preparation attachments including, but not limited to:
 - a. Sealed Table 2
 - b. Budget/project justification
 - c. Required maps

PHASE 2 – Project Engineering

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
 2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
 3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
 4. Prepare railroad/highway permits.
 5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
 6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
 7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
 8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
 9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
 10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
-

11. Make 10-day call to confirm prevailing wage decision.
 12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
 13. Conduct bid opening and prepare minutes.
 14. Tabulate, analyze, and review bids for completeness and accuracy.
 15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
 16. Conduct pre-construction conference and prepare copy of report/minutes.
 17. Issue Notice to Proceed to construction contractor.
 18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
 19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
 20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
 21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
 22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
 23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
 24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
 25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
 26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
 27. Conduct interim/final inspections.
 28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
 29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.
-

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
 2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
 3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
 4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
 5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
 7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and
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records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
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PART III - PAYMENT SCHEDULE

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Application preparation	0%
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
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5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
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16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract
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with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status: _____

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description: _____

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

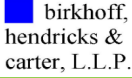
Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
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_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

2023 DRP Grant		Position	Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4	
		(Logo)	Kimley»Horn	HUITT-ZOLIARS	HUITT-ZOLIARS	Kimley»Horn	HUITT-ZOLIARS	 birkhoff, hendricks & carter, L.L.P.	HUITT-ZOLIARS	Kimley»Horn
Criterion	Score	Company	Kimley Horn 1	Huitt-Zollars 2	Huitt-Zollars 1	Kimley Horn 2	Huitt-Zollars 1	BHC 2	Huitt-Zollars 1	Kimley Horn 2
Designed Street Projects	20	-	19	19	19	17	18	17	20	20
Federal Construction Exp.	10	-	9	10	9	10	9	9	10	10
Has Worked in Region	10	-	9	10	10	10	10	10	10	10
Exp in Construction Mang.	18	-	18	16	18	18	15	16	18	18
TxCDBG Certification	20	-	2	2	2	2	2	2	2	1
Previous Projects on Schd	10	-	9	8	10	10	9	9	9	9
Projects in Budget	50	-	4	5	4	4	5	5	5	5
Work Product High Quality	10	-	9	9	10	10	9	9	9	8
Staff Experience	5	-	5	4	5	5	5	5	5	5
Adequacy of Resources	5	-	5	4	4	4	5	4	4	4
Prof. Liability Insurance	5	-	5	5	5	5	5	5	5	5
[TOTAL SCORE]	100	-	94	92	96	95	92	91	97	95

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AUTHORIZING ENGINEERING/ARCHITECTURAL/SURVEYING SERVICE PROVIDER TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF ANNA'S 2023 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – DOWNTOWN REVITALIZATION PROGRAM (DRP) GRANT FUNDED AND ADMINISTERED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

WHEREAS, participation in the CDBG requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the Texas Department of Agriculture requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

- Section 1. That Huitt-Zollars, Inc. is selected to provide application and project-related engineering and design services for a 2023 DRP Grant for the City.
- Section 2. That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 28th day of February 2023.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Taylor Lough

AGENDA ITEM:

Consider/Discuss/Act on a Resolution approving an Economic Development Incentive Agreement with Home Depot U.S.A., INC. (Asst. Director of Economic Development Taylor Lough)

SUMMARY:

Staff recommends approval of the Economic Development Incentive Agreement with Home Depot U.S.A, INC. Home Depot is working on developing a 13.71 acre site located at the intersection of Buddy Hayes Blvd. and Hackberry Drive at the north end of Anna Town Center (Walmart Development). They are looking to build 137,812 square feet, including a garden center. The Agreement requires Home Depot to complete construction by April 10, 2025 to receive incentives. They are currently in the due diligence phase.

FINANCIAL IMPACT:

Maximum of \$4 million sales tax rebate over ten years.

BACKGROUND:

The Economic Development Staff was approached months ago regarding a Home Depot store in the City of Anna. Since Home Depot is a major retailer and target for the city, staff worked with the City Attorney to draft an Economic Development Incentive Agreement for City Council consideration.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Home Depot Resolution
2. CITY HD INCENTIVE AGREEMENT
3. Signatory Resolutions (2.15.21)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING AN INCENTIVE AGREEMENT WITH HOME DEPOT U.S.A., INC.**

WHEREAS, Home Depot U.S.A., Inc. is in the process of developing property at the southeast corner of Hackberry Drive and Buddy Hayes Blvd. in the City of Anna, as generally described and depicted in Exhibit 1; and

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

WHEREAS, the City is authorized to grant the sales tax rebates under Chapter 380 of the Texas Local Government Code;

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

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

SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves the Economic Development Incentive Agreement between Home Depot U.S.A., Inc. and the City of Anna, Texas (“Agreement”) attached hereto as Exhibit 1, incorporated herein for all purposes, and authorizes the Mayor to execute the same on its behalf, subject to approval as to form by legal counsel for the City, said Agreement to be effective upon its passage and as set forth in said Agreement.

SECTION 3. Administration

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this the 28th day of February 2023.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Anna, Texas (the "City") and Home Depot U.S.A., Inc. ("Home Depot").

WHEREAS, that certain real property consisting of approximately 13.71 acres of land located at or near the southeast corner of the intersection of Highway 75 and Hackberry Drive, in the City of Anna, County of Collin, State of Texas, as generally described and depicted as "The Home Depot" on Exhibit A attached hereto and incorporated by reference ("the Property"), is in the process of being developed in order to be acquired and used by Home Depot as a new retail store; and

WHEREAS, Home Depot has requested certain economic development incentives for the retail store on the Property to defray a portion of the costs of the improvements and infrastructure associated with the Property; and

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

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, as amended, and further, is in the best interests of the City and Home Depot; and

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

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

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

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

"Annual Sales Tax Grants" shall mean economic development grants, each in the amount equal to fifty percent (50%) of the Sales Tax Receipts received by the City for the applicable Sales Tax Reporting Period, to be paid annually to Home Depot as set forth herein. The amount of each Annual Sales Tax Grant shall be computed by multiplying the Sales Tax Receipts received by the City for the given Sales Tax Reporting Period times fifty percent (50%), less the administrative fee charged to the City by the State of Texas. For purposes of

clarification, and as defined in "Sales and Use Tax," below, the tax referenced herein subject to the aforementioned fifty percent (50%) limitation is the City's one and one quarter percent (1.25%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items by Home Depot consummated on the Property.

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

"Commencement Date" shall mean the date a certificate of occupancy is issued by the City for occupancy of the Improvements by Home Depot.

"Completion of Construction" shall mean that (i) the Improvements are sufficiently complete, so as to be operational and fit for the intended use, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed; and (ii) the City has issued a certificate of occupancy for occupancy of the Improvements by Home Depot.

"Consummated" is defined in Section 321.203, Texas Tax Code, or its successor.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the earlier of: (i) the date of payment of the tenth (10th) Annual Sales Tax Grant; or (ii) the date of payment of the Maximum Sales Tax Grant amount.

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

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority or the City on Home Depot, and/or a Home Depot affiliate, and applicable to the development of the Property.

"Improvements" shall mean a Home Depot retail store to be constructed on the Property, more fully described in the submittals filed by Home Depot, or any of its agents, with the City, from time to time, in order to obtain a building permit(s).

"Maximum Sales Tax Grant" shall mean the cumulative payment of Sales Tax Grants to Home Depot in the amount of \$4 Million Dollars (\$4,000,000.00).

"Party" shall mean any party to this Agreement.

"Payment Request" shall mean a written request from Home Depot to the City for payment of an Annual Sales Tax Grant for the applicable Sales Tax Reporting Period.

"Property" shall mean the real property described in Exhibit A.

"Sales and Use Tax" shall mean with respect to the City, the City's one and one quarter percent (1.25%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items by Home Depot consummated on the Property.

"Sales Tax Area Reports" shall mean reports provided by the Comptroller to the City pursuant to Texas Tax Code, Section 321.3022, or other provision of the Texas Tax Code, with respect to Sales and Use Tax allocations to the City attributable to the sale of Taxable Items by Home Depot consummated on the Property or if such reports are not available from the Comptroller, such other documentation in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax by Home Depot received by the City from the Comptroller for the sale of Taxable Items by Home Depot consummated on the Property.

"Sales Tax Certificate" shall mean one or more Sales Tax Area Reports or a report provided by the Comptroller to the City in accordance with Section 321.3022, Texas Tax Code (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax collected (including any refunds, credits or adjustments) for the Sales Tax Reporting Period paid by Home Depot and received by the City from the Comptroller from the sale of Taxable Items consummated by Home Depot on the Property and, in turn, paid by the Comptroller to the City for use by the City in accordance with this Agreement; or, if such a report is not available, then a certificate or statement in a form reasonably approved by the City, setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) by Home Depot received by the City from the Comptroller, from the sale of Taxable Items by Home Depot consummated on the Property, including supporting documentation, to be provided by Home Depot that provides the same or similar information, as such other information as the City may reasonably require from time to time.

"Sales Tax Receipts" shall mean the City's receipt of the City's Sales and Use Tax from the Comptroller from Home Depot's collection of Sales and Use Tax (it being expressly understood that the City's use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items by Home Depot for the Sales Tax Reporting Period consummated on the Property.

"Sales Tax Reporting Period" shall mean a calendar year (with the calendar year ending December 31) except that (1) Home Depot may designate a different period coinciding with the fiscal year covered by its annual Sales and Use Tax return filed with the State of Texas and (2) the first Sales Tax Reporting Period shall begin on the Commencement Date and continue through and include the last day of the first full calendar year or fiscal year, as applicable, following the Commencement Date.

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor.

“*Taxable Items*” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

2. Sales Tax Grants.

(a) Annual Sales Tax Grants. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Home Depot, the City agrees to provide Home Depot with ten (10) Annual Sales Tax Grants, not to exceed the Maximum Sales Tax Grant in the aggregate. The Annual Sales Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request. Each Payment Request shall be submitted to the City not later than April 1 of the calendar year immediately following the end of the applicable Sales Tax Reporting Period (or 90 days immediately following the end of the applicable Sales Tax Reporting Period if such period is not on a calendar year basis), beginning with the first Sales Tax Reporting Period. Failure to timely submit a Payment Request for a given Sales Tax Grant Reporting Period shall require the City to notify Home Depot of such failure to submit and give Home Depot thirty (30) days to cure after its receipt of such notice. Each Annual Sales Tax Grant shall be paid by the City directly to Home Depot at the address of Home Depot specified on the related Payment Request.

(b) Adjustment Notification. Home Depot shall promptly notify the City in writing of any adjustments found, determined or made by Home Depot, the State of Texas, or by an audit which results, or will result, in either a refund or reallocation of Sales Tax Receipts or the payment of Sales and Use Tax or involving amounts reported by Home Depot as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Sales and Use Tax or Sales Tax Receipts. Home Depot shall notify the City in writing within ninety (90) days after receipt of notice of the intent of the State of Texas to audit Home Depot. Such notification shall also include the period of such audit or investigation.

(c) Adjustments. In the event Home Depot files an amended Sales and Use Tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing by Home Depot to the State of Texas, as determined, or approved by the State of Texas affecting Sales Tax Receipts for a previous Sales Tax Reporting Period, then the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas approved amendment shall be adjusted accordingly (*i.e.*, up or down, depending on the facts), provided the City has received Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Home Depot shall provide the City with a copy of any such amended sales and use tax report or return, and the approval thereof by the State of Texas. Copies of any amended sales and use tax return or report or notification from the State of Texas that additional Sales and Use Tax is due and owing by Home Depot to the State of Texas, as determined by the State of Texas, affecting Sales Tax Receipts for a previous Sales Tax Reporting Period shall be provided to the City with the Payment Request for the next Sales Tax Reporting Period.

(d) Refunds and Underpayments of Annual Sales Tax Grants. In the event the State of Texas issues a final determination that the City erroneously received (or failed to receive), for the benefit of the City, Sales Tax Receipts, or that the amount of Sales and Use Tax paid by Home Depot exceeds (or is less than) the correct amount of Sales and Use Tax for a previous Sales Tax Reporting Period, for which Home Depot has received an Annual

Sales Tax Grant, Home Depot shall, within sixty (60) days after receipt of notification thereof from the City specifying the amounts by which such Annual Sales Tax Grant exceeded (or was less than) the amount to which Home Depot were entitled pursuant to such State of Texas determination, adjust (up or down, depending on the facts) the amount claimed due for the Annual Sales Tax Grant payment for the Sales Tax Reporting Period immediately following such State of Texas determination. If the adjustment results in funds to be refunded to the City for the benefit of the City, the City shall withhold such amount to be refunded from the next Annual Sales Tax Grant payment payable to Home Depot. As a condition precedent to payment of such refund, the City shall provide Home Depot with a copy of such determination issued by the State of Texas. If the adjustment results in additional funds to be paid to Home Depot, the City shall pay such amount to Home Depot as an addition to the next Annual Sales Tax Grant payment. The provisions of this section shall survive termination of this Agreement.

(e) Grant Payment Termination: Suspension. The payment of the Annual Sales Tax Grants shall terminate on the effective date of a final determination by the State of Texas or other appropriate agency or court of competent jurisdiction that Home Depot is not a place of business resulting in Sales and Use Taxes being due the City from the sale of Taxable Items by Home Depot on the Property. In the event the State of Texas seeks to invalidate Home Depot as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the "Comptroller Challenge") the payment of Annual Sales Tax Grants by the City hereunder shall be suspended until such Comptroller Challenge is resolved in whole and favorably to the City. In such event, Home Depot shall not be required to return or refund Annual Sales Tax Grants previously received from the City provided Home Depot is actively defending against and/or contesting the Comptroller Challenge and Home Depot promptly informs the City in writing of such Home Depot actions and provides copies of all documents and information reasonably related thereto. In the event the Comptroller Challenge is resolved favorably to the City, the City shall remit to Home Depot within thirty (30) days thereafter all unpaid Annual Sales Tax Grants that it would have otherwise been entitled to during the suspension due to the Comptroller Challenge. In the event the Comptroller Challenge is not resolved favorably to the City and/or in the event the State of Texas determines that Home Depot does not have a place of business on the Property or that Home Depot is not a place of business where the Sales and Use Tax was properly remitted to the State of Texas, and Sales and Use Tax Receipts previously paid or remitted to the City relating to the Improvements are reversed and required to be repaid to the State of Texas, then the obligation thereafter to pay the Annual Sales Tax Grants shall terminate, and Home Depot shall refund all respective amounts of Annual Sales Tax Grants received by Home Depot from the City that relate to such Sales and Use Tax Receipts required to be repaid to the State of Texas, which refund shall be paid to the City within ninety (90) days after the date that the Comptroller Challenge required the City to repay Sales and Use Tax Receipts.

(f) Sales Tax Reports. The City and Home Depot designate this Agreement as a "revenue sharing agreement," thereby entitling the City to request annual sales and use tax information from the Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended. The City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of Taxable Items consummated on the Property by Home Depot and the payment of Sales and Use Tax (the "Sales Tax Reports") for each calendar year during the term hereof. To the extent that the release of any such reports or information regarding the Sales and Use Tax collected by Home Depot for the sale of Taxable

items consummated on the Property by Home Depot shall require the consent of Home Depot, Home Depot shall provide such consent to the City. Home Depot shall provide the sales tax identification numbers for Home Depot so that payments can be verified by the City.

(g) Confidentiality. Unless otherwise determined by the Texas Attorney General in writing, the sales and use tax documentation referenced in this Agreement shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The City shall seek a written opinion from the Texas Attorney General raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Parties agree, however, that this Agreement shall not be considered confidential.

3. Obligations. The obligation of the City to provide the Annual Sales Tax Grants hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Home Depot and each of the terms and conditions set forth below:

(a) Payment Request. Home Depot shall provide the City with the applicable Payment Request.

(b) Good Standing. Home Depot shall not have an uncured breach of this Agreement.

(c) Completion of Construction of the Improvements. Home Depot shall, subject to events of Force Majeure and Sections 4(a)(2) and 27 below, cause Completion of Construction to occur on or before April 10, 2025.

(d) Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than as a Home Depot store.

(e) Continuous Ownership. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, Home Depot or an affiliate of Home Depot shall continuously own the Property.

(f) Sales Tax Certificate. As a condition to the payment of each Annual Sales Tax Grant hereunder, the City shall have received a Sales Tax Certificate for the applicable Sales Tax Reporting Period for which payment of an Annual Sales Tax Grant is requested. The City shall obtain such Sales Tax Certificate from the Comptroller and shall provide a copy of each such Sales Tax Certificate to Home Depot upon its request. The City's obligations to calculate the Sales Tax Receipts or determine the entitlement of Home Depot to any Annual Sales Tax Grant or pay any Annual Sales Tax Grant during the term of this Agreement are contingent upon Home Depot providing items (1) through (4) set forth below and a Payment Request for the applicable Sales Tax Reporting Period. The City shall provide Home Depot with forms for items (1) through (4) set forth below and required herein. At the request of the City, Home Depot shall provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by City from

the State of Texas. Each Payment Request shall at a minimum be accompanied by the following:

- (1) Schedules, which show the amount of total sale of Taxable Items by Home Depot consummated on the Property for the applicable Sales Tax Reporting Period, and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by Home Depot consummated at the Improvements for the applicable Sales Tax Period;
- (2) A copy of all Sales and Use Tax returns and reports, Sales and Use Tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by Home Depot for the applicable Sales Tax Reporting Period showing the Sales and Use Tax collected (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment certificate) by Home Depot for the sale of Taxable Items consummated at the Improvements;
- (3) A copy of all direct payment and self-assessment returns, if any, including amended returns, filed by Home Depot for the applicable Sales Tax Reporting Period showing the Sales and Use Tax paid for the sale of Taxable Items consummated at the Improvements; and
- (4) Information concerning any refund or credit received by Home Depot during the applicable Sales Tax Reporting Period of the Sales and Use Taxes paid or collected by Home Depot which has previously been reported by Home Depot as Sales and Use Tax paid or collected.

Within thirty (30) business days after a request by the City, Home Depot shall provide a release or releases to the City as necessary to allow the State of Texas to disclose the Sales and Use Tax information pertaining to the sale of Taxable Items by Home Depot on the Property during the term of this Agreement in a form as may be required by the State of Texas.

4. Termination Provisions.

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

- (1) by mutual written agreement of the Parties;
- (2) by a Party, if another Party defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days, after written notice thereof; provided, it shall not constitute a breach or default if corrective action is instituted by or on behalf of such Party within the ninety (90) day period and diligently pursued until the breach or default is corrected.
- (3) by the City if any Impositions owed to the City or the State of Texas by Home Depot with respect to the Property shall have become delinquent (provided,

however, Home Depot retains the right to timely and properly protest and contest any such taxes or Impositions);

- (4) by the City if Home Depot suffers a Bankruptcy or Insolvency; or
- (5) by any Party if any subsequent federal or state legislation or any final and non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

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

(c) **Offsets.** The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Home Depot regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise; provided, however the debt due to the City has been finally determined or reduced to judgment by a court of competent jurisdiction.

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

6. **Limitation on Liability.** It is understood and agreed between the Parties that Home Depot in satisfying the conditions of this Agreement has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with Home Depot's actions.

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

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

9. **Reserved.**

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

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

If to the City:

City of Anna
Attn: City Manager

120 W. 7th Street
Anna, Texas 75409

If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339-4024
Attn: L. Renee Janssen, Senior
Real Estate Manager

With a copy to: Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339-4024
Attn: Nick Harper, Senior Corporate Counsel

12. Attorney's Fees to Prevailing Party. In the event any Party initiates or defends any legal action or proceeding against another Party to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

14. Indemnification.

HOME DEPOT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS INsofar AS SUCH LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS ARISE OUT OF A CLAIM BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, HAS BEEN OVER-PAID OR HAS BEEN INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED SOLELY TO THE SALE OF TAXABLE ITEMS BY HOME DEPOT AND/OR HOME DEPOT AFFILIATES CONSUMMATED ON THE PROPERTY DURING THE TERM OF THIS AGREEMENT, IT BEING THE INTENTION OF THE PARTIES THAT HOME DEPOT SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL SALES TAX GRANTS PAID TO HOME DEPOT HEREIN BY THE CITY THAT RELATE TO SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS FINALLY DETERMINED, AFTER ALL APPEALS THEREOF HAVE BEEN EXHAUSTED, WERE ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO OR COLLECTED BY THE CITY. THE INDEMNIFICATION SHALL APPLY ONLY TO ANY LIABILITY RESULTING FROM ERRORS OR OMISSIONS OF HOME DEPOT AND/OR HOME DEPOT AFFILIATES AND SHALL NOT APPLY TO ANY LIABILITY

RESULTING FROM ERRORS OR OMISSIONS OF THE CITY, THE STATE OF TEXAS OR ANY OTHER PERSON OR ENTITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM HOME DEPOT TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

15. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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

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

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

19. **Compliance with Chapter 2264, Texas Government Code.** Home Depot certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Home Depot, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), Home Depot shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Home Depot of the violation.

20. **Amendment.** This Agreement may only be amended by a written agreement executed by the Parties.

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

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

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

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

25. Assignment. This Agreement may not be assigned by Home Depot, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned; provided, however, Home Depot may assign this Agreement to any affiliate of Home Depot without the prior consent of the City. Any attempted assignment by Home Depot in violation of the terms and provisions of this section shall be void.

26. No Covenant to Build or Operate. Notwithstanding any other provision of this Agreement, the City acknowledges that Home Depot has not yet purchased the Property, and that nothing contained within this Agreement, either express or implied, shall be deemed as a covenant on the part of Home Depot to build or operate a Home Depot store on the Property. The City further acknowledges that its sole remedy for Home Depot's failure to build or operate a Home Depot store on the Property shall be to terminate this Agreement as permitted under this Agreement.

27. Statutory Representations.

(a) No Boycott. Pursuant to Chapter 2270, Texas Government Code, Home Depot certifies that it does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. Home Depot acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. Home Depot further certifies that it is not identified on any list referenced by Texas Government Code Section § 2252.152.

(b) Energy Companies. In accordance with Section 2274.001(1), Texas Government Code, as enacted by Acts 2021, 87th Leg., Ch. 529 (Senate Bill 13), Home Depot hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

(c) Firearms Companies. In accordance with Section 2274.001(2), Texas Government Code, as enacted by Acts 2021, 87th Leg., Ch. 530 (Senate Bill 19), Home Depot hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions: (a) "discriminate against a firearm entity or firearm trade association", a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; (b) "firearm entity", a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and (c) "firearm trade association", a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

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

City of Anna, Texas

By: _____
Ryan Henderson, Interim City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____ 20____, appeared Ryan Henderson, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Interim City Manager of the City of Anna, Texas.

Notary Public, State of Texas

Home Depot U.S.A., Inc.

By: _____
Suzanne Russo, its Assistant General Counsel

IN WITNESS WHEREOF:

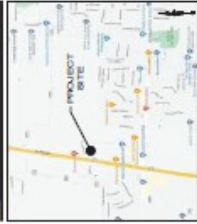
STATE OF GEORGIA

COUNTY OF COBB

Before me, the undersigned notary public, on the _____ day of _____, 20____, appeared Suzanne Russo, 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/she executed the same in his/her capacity as Assistant General Counsel of Home Depot U.S.A., Inc.

Notary Public, State of Texas

[Signature Page to Economic Development Incentive Agreement]

[illegible]

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PROVIDED BY MEMORIAL HOSPITAL HEALTH CARE.

THE HOME DEPOT

THE HOME DEPOT
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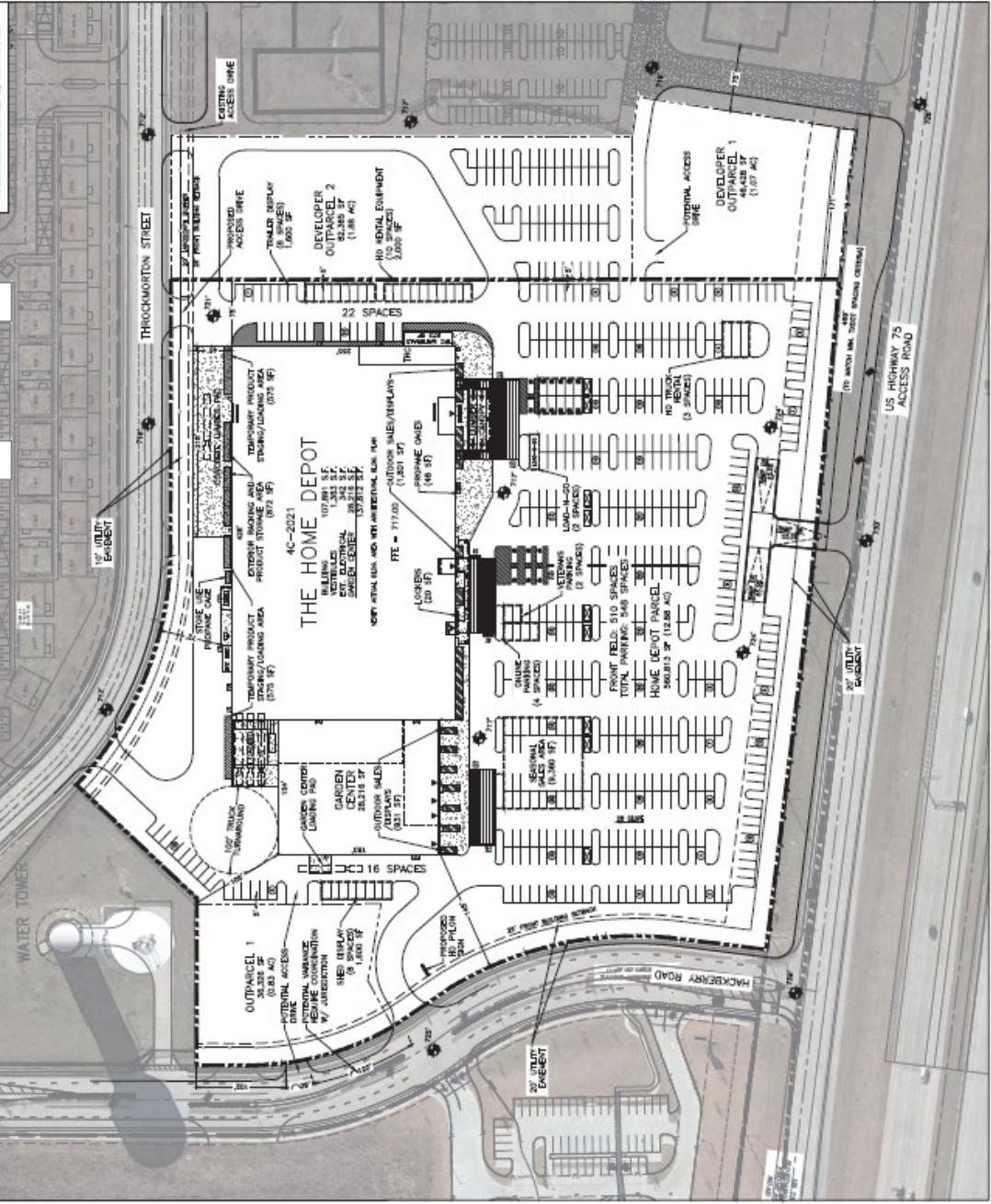
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08 HIGHWAY 70

THE UNIVERSITY OF CHICAGO

HOW TO SUBMIT YOUR MANUSCRIPT

TV CITY DI AMI

IX - SITE PLAN 4

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TX - SITE PLAN 4

DELEGATION OF AUTHORITY

I, Teresa Wynn Roseborough, Executive Vice President, General Counsel and Corporate Secretary of The Home Depot, Inc. (the “Company”) and its wholly owned subsidiary, Home Depot U.S.A., Inc., do hereby designate each Vice President and Deputy General Counsel and each of Suzanne Russo, John Chescavage and Michael A. Dalton as my designees and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all contracts, assignments, easements, conveyances, deeds, leases, subleases, agreements, certificates, instruments, or any other documents on behalf of the Company and each of its direct and indirect subsidiaries related to real property owned or leased or to be acquired or leased by the Company or its direct and indirect subsidiaries (the “Documents”) and to take, or cause to be taken, any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further, I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the Company and its direct and indirect subsidiaries.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of January 2021.

DocuSigned by:

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Teresa Wynn Roseborough
Executive Vice President, General
Counsel and Corporate Secretary



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a purchase order for the construction of a construction road for the Hurricane Creek Regional Wastewater Treatment Plant. (Interim Assistant City Manager Greg Peters, P.E.)

SUMMARY:

The City of Anna is seeking to construct a regional wastewater Treatment Facility in the southwest portion of the extraterritorial jurisdiction of the City. As a part of the project, the City must construct a construction road. This construction road is to be located within the existing right-of-way of County Road 286, where the existing road is a dirt path. Later in the construction of the treatment facility, this construction road will be improved to be a public road.

The City is proposing to utilize the Collin County Purchasing Cooperative to "piggy-back" on an existing contract Collin County has with WOPAC Construction, Incorporated. The total cost of the work is \$116,272.50, and the proposed funding source is the Certificate of Obligation Bond issued for the Hurricane Creek Regional Wastewater Treatment Plant. If approved, work is expected to begin in the next 30 days.

FINANCIAL IMPACT:

Funding for the Hurricane Creek Regional Wastewater Treatment Plant project was appropriated in the FY2023 Community Investment Program budget in the amount of \$65 million from the Certificate of Obligation Bond Fund. The estimated cost of the installation of the construction road for the project is \$116,272.50.

BACKGROUND:

The City of Anna Wastewater Master Plan includes a proposed regional wastewater treatment facility in the southwest portion of the City of Anna Extraterritorial Jurisdiction.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Resolution and Quote - WWTP Construction Road

2. Project Location Map

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE CONSTRUCTION OF A CONSTRUCTION ROAD AS PART OF THE HURRICANE CREEK REGIONAL WASTEWATER TREATMENT PLANT PROJECT TO WOPAC CONSTRUCTION, INCORPORATED IN THE AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND FIFTY CENTS (\$116,272.50); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is seeking to construct a regional wastewater treatment facility in the southwest region of the City of Anna's Extraterritorial Jurisdiction; and

WHEREAS, a construction road is required in order to provide proper access to the site; and

WHEREAS, WOPAC Construction, Incorporated has a current contract with Collin County for road paving improvements; and,

WHEREAS, the City of Anna is utilizing the Collin County contract with Wopac Construction, Incorporated in accordance with the Collin County Purchasing Program and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby authorizes the City Manager to execute purchase orders in an amount not to exceed \$116,272.50 to Wopac Construction, Incorporated for the construction road.

That funding for the project shall come from the Utility Fund Certificate of Obligation Bond Funds.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of February 2023.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A

WOPAC Const. Inc.

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

Estimate

Estimate No: 2318
Date: 2/13/2023



Quote To:

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

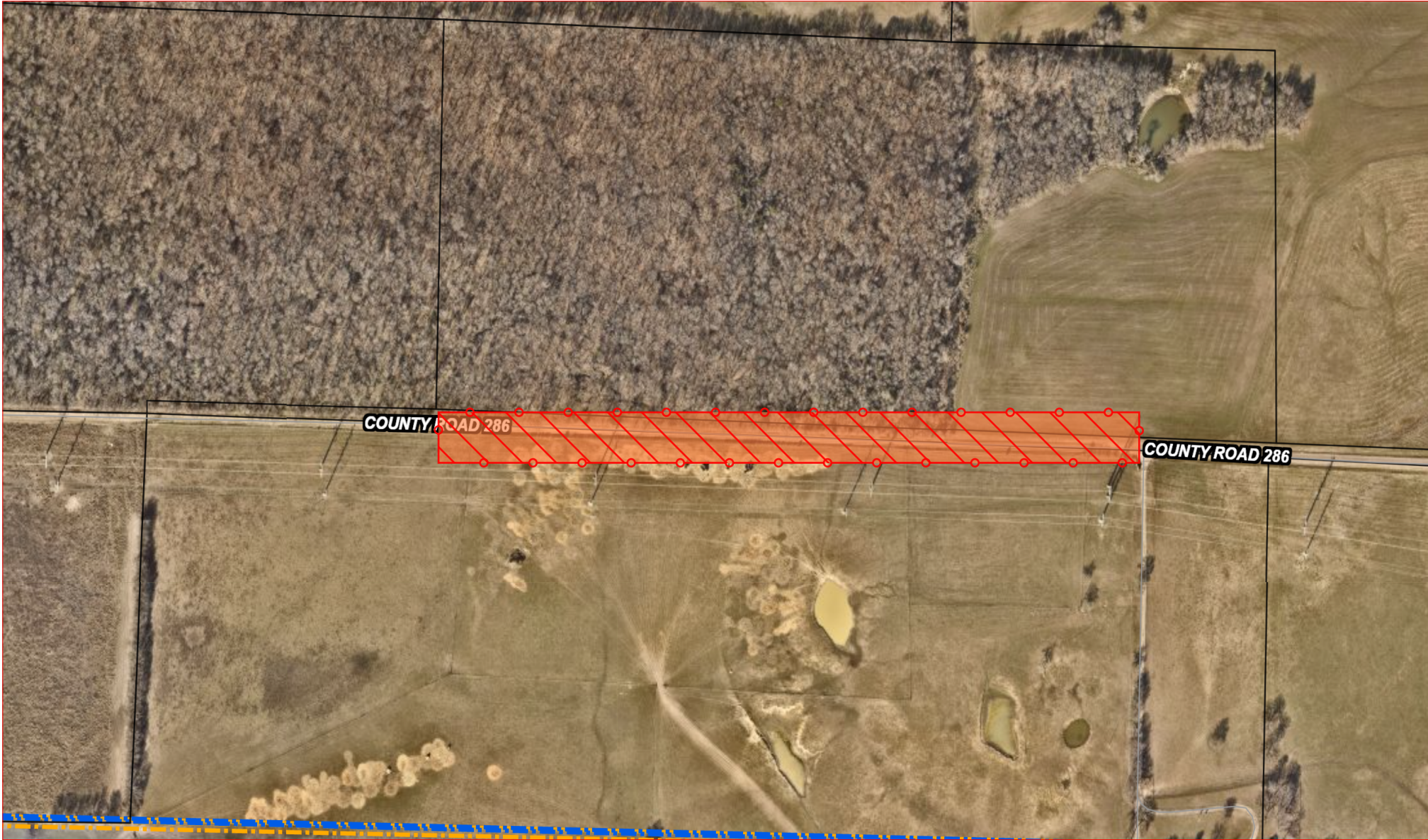
WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Install Cement Stabilized Flexbase on CR 268

Item	Description	Quantity	Unit	Rate	Amount
1	Grade and compact subgrade and ditches. Install 8" Cement Stabilized Flexbase at 15' width. Water, compact and grade flexbase with crown to drain water. 1850'x15'	27750	SF	\$4.19	\$116,272.50

Grand Total \$116,272.50

Construct 1850 LF of Cement Treated Flex-base for access to the Wastewater Treatment Plant Site.





Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 2/28/2023
Staff Contact: Ryan Henderson

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance authorizing audits of the City and/or its departments, appointed boards, corporations, or other entities concerning financial, accounting, and/or related information and policies to assess and improve compliance with state and federal laws and for other lawful purposes. (Interim City Manager Ryan Henderson)

SUMMARY:

An ordinance amending Anna Code Section 2.02.015.

FINANCIAL IMPACT:

This item has no financial impact.

BACKGROUND:

The ordinance before the City Council amends Anna Code Section 2.02, to add a new Section 2.02.015, giving the City Manager the authority to conduct external or internal audits of the City and/or its accounts, departments, personnel, systems, or other City-related entities. This is in addition to the annual independent audit required under City of Anna Home-Rule Charter.

STRATEGIC CONNECTIONS:

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

ATTACHMENTS:

1. Ordinance Amending Anna Code Section 2.02

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AUTHORIZING CERTAIN AUDITS OF THE CITY AND/OR ITS DEPARTMENTS, APPOINTED BOARDS, CORPORATIONS, OR OTHER ENTITIES CONCERNING FINANCIAL, ACCOUNTING, AND/OR RELATED INFORMATION AND POLICIES TO ASSESS AND IMPROVE COMPLIANCE WITH STATE AND FEDERAL LAWS AND FOR OTHER LAWFUL PURPOSES; PROVIDING A SAVINGS, SEVERABILITY, AND REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, City of Anna, Texas (the “City”) is a home-rule municipality duly formed under the laws of the State of Texas; and

WHEREAS, the City of Anna, Texas City Council (the “City Council”) has investigated and determined that it would be advantageous and beneficial to the City and its citizens to authorize the City Manager to conduct certain audits as set forth in this ordinance; and

WHEREAS, City Council desires to amend Article 2.02 of the Anna City Code of Ordinance (“Anna Code”) as set forth herein;

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

Section 1. Recitals Incorporated.

The above-referenced recitals are incorporated herein as the findings of the City Council as if set forth in full.

Section 2. Anna Code Section 2.02.015 Added.

This ordinance amends Article 2.02 of the Anna Code, to add a new Section 2.02.015 as set forth below:

ARTICLE 2.02 FINANCES

Division 1 Generally

[...]

Sec. 2.02.015 Audits

In addition to the annual independent audit required under City of Anna Home-Rule Charter, Section 7.18, the City Manager is hereby given authority to conduct external or internal audits of the City and/or its accounts, departments, personnel, systems, appointed boards, corporations, or other City-related entities concerning financial, accounting, and/or related information and policies to assess and improve compliance with state and federal laws and for other lawful purposes; provided, however, that audits that are primarily focused on the City Council or one or more City Council members must be authorized and approved in advance by the City Council separate and apart from the authority provided for in this section. The authority provided for under this section includes the authority to hire independent consultants to conduct any such audit in accordance with applicable law.

(Ordinance [REDACTED] adopted 2/28/23)

Section 3. Savings, Severability and Repealing Clauses.

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

Section 4. Effective Date.

This ordinance shall be in full force and effective from the date of its passage and is not required to be published.

PASSED by the City Council of the City of Anna, Texas, this 28th day of February 2023.

ATTESTED:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike