

# AGENDA

## ANNA PARKS ADVISORY BOARD MEETING



**Monday, November 18, 2024 @ 6:00 PM**

**Anna Municipal Complex  
120 W. 7th Street  
Anna, TX 75409**

**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. Receive a Report**

- a. Receive a report on parks maintenance and recreation programs and events (see attached memo).
- b. Receive a report on the Bryant Park master plan and professional services agreement.
- c. Receive a report on a trail connection to the new playground at Natural Springs Park.
- d. Receive a report on the inclusion of a dog park add alternate in the Anna Crossing Park project.
- e. Receive a report on the scope of the park system master plan update by Freese & Nichols.
- f. Receive a report on the park improvements at Carol Park (Meryl Street park land dedication).

**5. Project Update.**

- a. Receive a report on Parks CIP projects update. (see attached memo)

**6. Items For Individual Consideration.**

- a. Discuss, Consider, Action on Parks Advisory Board meeting minutes on August 19, 2024.
- b. Discuss, Consider, Action on a park naming recommendation for Anna Crossing Park (working name).
- c. Discuss, Consider, Action on a professional services agreement with Project Advocates.
- d. Discuss, Consider, Action on the addition of a second fitness court utilizing a

Persons with a disability who want to attend this meeting who may need assistance should contact the Neighborhood Services Department at 214-831-5333 two working days prior to the meeting so that appropriate arrangements can be made.

grant through the National Fitness Campaign.

- e. Discuss December, January and February Parks Advisory Board meeting dates.
- 7. **Items for Future Consideration - No Items**
- 8. **Adjourn.**

This is to certify that I, Marc Marchand, Director of Neighborhood Services, posted this Agenda on the City's website ([www.annatexas.gov](http://www.annatexas.gov)) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 11/15/2024.



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Marc Marchand, Director of Neighborhood Services



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## Memorandum

**Memorandum No: 24-18-11**

**Date:** November 18, 2024

**To:** Park Advisory Board

**From:** Jeff Freeth, Assistant Director of Neighborhood Services

**Re:** Parks Maintenance and Recreation Programs and Events Update

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The Parks Division completed the following:

- Mowed city parks and city facilities. (154 acres mowed)
- Over seeded soccer fields at Slayter Creek Park.
- Prepped ballfields for adult softball games.
- Winterized splash pad for the season and cleaned all spray features.
- Treated all bodies of standing water for mosquitos throughout the parks.
- Spot sprayed all landscape beds at parks, city hall and park entrance signs.
- Prepped playing fields for soccer practices/games at Slayter Creek Park.
- Restored and stabilized the low areas and repaired washed-out sections at Natural Springs Park.
- Repaired 5 valves, 7 rotors, 4 bubblers, 1 solenoid, 13 lateral lines & 6 irrigation boxes at parks & City facilities.
- Tested and maintained the splash pad throughout each day and took readings daily at 9am, 1pm, & 4pm.
- Inspected 5 sets of restrooms each morning and restocked on Mondays and Fridays.
- Cleaned and inspected 5.5 miles of walking trails each week.

The Recreation Division completed the following:

- Youth programs:
  - 4U-10U youth soccer games, practices and playoffs
  - Friday Monthly Fri-Yay Drop-in Craft on Friday, November 8 (Yarn Owl)
- Adult programs:
  - Nature Walk on Saturday, November 2 and Baldwin Park
  - Adult Coed Softball Fall league games and playoffs

- Adults 50+ programs:
  - The Crafting Corner Embossed Gratitude Journal on October 23
  - Yummy Mummy Lunch on October 31
  - Book club at Sherley Heritage Park on November 6
  - Trip to Nasher Sculpture Center on November 14 and Allen Americans Hockey Game on November 16
- Offered and/or hosted the following contract classes:
  - Tinkergarten
  - Baseball, T-ball, soccer and basketball camps and/or clinics
  - Tennis and pickleball classes and paddle battle
  - Dog training class
  - Adaptive Soccer

Hosted the Dog Splash Day at the Slayter Creek Park Splash Pad on Saturday, November 2<sup>nd</sup>.

Hosted the monthly interdepartmental event logistics meeting on November 13 to discuss post event evaluations and upcoming events.

Began the planning process for Spring 2025 programs and events and Recreation Guide.

Provided logistical support for the Greater Anna Chamber of Commerce's Veterans Day Parade on Saturday, November 9<sup>th</sup> at Slayter Creek Park.

c: Matt Lewis, Parks Superintendent  
 Marc Marchand, Director of Neighborhood Services  
 Greg Peters, Assistant City Manager  
 Taylor Lough, Assistant City Manager  
 Ryan Henderson, City Manager  
 Management Team



October 14, 2024

Mr. Dalan Walker  
Park Planning & Development Manager  
City of Anna  
120 W. 7<sup>th</sup> Street  
Anna, Texas 75409

Dear Mr. Walker:

We appreciate the opportunity to submit this Scope of Services for Bryant Park in Anna, Texas. This proposal is being submitted for your review and approval. This Scope of Services is divided into two Phases: Phase I – Basic Design Services and Construction Documents for Phase I development; and Phase II – Additional Services related to the project.

Dunkin Sims Stoffels, Inc. and City Staff have met over the last year to discuss Bryant Park development. Conceptual plans and preliminary cost estimates were prepared for discussion and to determine the scope of services. The following program elements for the park were presented:

- Soccer Fields for Practice or Game Use
- Soccer Fields Lighting (Alternate)
- Parking Spaces and West Access Drive
- Concrete Walking Trail
- Pre-Fabricated Restroom Building
- Rain Garden and Entry Design
- Utilities (Water, Sewer, Electrical)
- Landscape Planting Plan

Based on these meetings this proposal will outline the scope of services for preparation of the necessary studies and obtain the required permits and prepare the construction documents and specifications for construction of the park.

## **PHASE I – BASIC DESIGN SERVICES & CONSTRUCTION DOCUMENTS FOR PHASE I**

### **Design Development Services**

An opinion of probable cost for construction has been prepared for the program elements identified by the City for construction in this phase of the project. We have based our fee on the estimated construction amount presented in Opinion of Probable Cost dated August 2024 which is \$3,206,950.00, plus \$750,000 for the lighting alternative for a total cost of \$3,956,950.00.

The services in this phase are divided into three sections: (1) Construction Documents and Specifications; (2) Bidding and Contract Award; (3) Construction Manager at Risk, if CMR is chosen; and (4) Construction Administration. Each section sets forth the services to be performed.

## **Bryant Park Master Plan**

This proposal is based on the Master Plan and Preliminary Cost Estimate reviewed by staff. An opinion of probable cost for construction of the park will be developed as the project progresses through the design development phases.

## **Construction Documents and Specifications**

Construction documents and specifications will be prepared for the park elements outlined in the Opinion of Probable Cost for construction dated August 1, 2018 (see attached). The consulting team will perform the following tasks in this section of the project:

- Grading Plan(s), which will establish grades for all elements of the project.
- Parking Spaces and Access Road.
- On-Site Utilities (Water, Sewer, Electric).
- Walking Trail Design.
- Soccer Fields / Practice or Game Facilities.
- Layout Plan(s) locating by dimensions all structures, walks, fence lines, planting areas, etc.
- Pre-Fabricated Restroom Building.
- Sports lighting for the field will be prepared as an alternate.
- Irrigation Plan(s) showing the location of all heads, pipe, valves, pumps, and controls.
- Landscape Planting Plan.
- Construction Details providing plans, sections, elevations of the individual elements of the plan.
- Prepare proposal forms and appropriate add or deduct alternates.
- Prepare the project manual.

## **Bidding and Contract Award**

The Consultant will be responsible for the following tasks in this phase:

- Answer questions and interpret drawing during the bidding period.
- Assist the City in assessing bids.
- Prepare and distribute any required addendum.
- Attend the bid opening and prepare a bid tabulation sheet after the bids are opened.
- Analyze the bids and make a written recommendation to the City for awarding a contract.

### **Construction Manager at Risk**

Should the City elect to construct the park utilizing the Construction Manager at Risk we can prepare the advertisement for selection of Construction Manager at Risk (CMR). This is a document which is prepared and used to solicit proposals for selection of the CMR.

Dunkin Sims Stoffels, Inc. will assist the City in reviewing the proposals and determining the most qualified for CMR and will participate with the City during the interviews/interview process of the Construction Manager Firm.

### **Construction Administration**

We will perform the following tasks during this phase of the project.

- Consultation and advice to the City.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractors for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the City's approval and execution.
- Coordinate final site walk through with the City at the conclusion of the construction and provide a punch list to Contractor to complete the project.

## **PHASE II – ADDITIONAL SERVICES**

### **Final Plat or Replat for Park Expansion**

The park area designated as park land will be platted. A northern property line for the park will be established based on the final construction documents. We would recommend the City budget \$16,000.00 for this task.

### **Site Survey**

A topographic field survey will be prepared for the site. The site survey will tie and locate existing topographic contours and existing site features. Underground utilities made known through Dig-Tess and the City of Anna will be located. An electronic drawing file will be prepared from the collected information. This file will be used for the preparation of construction documents. We recommend that the City budget \$17,000.00 for the site survey.

### **Geotechnical Report**

A geotechnical report will provide soil analysis and recommendation for the construction of various elements in the park. Based on our experience, we recommend that the City allow \$20,000.00 for this report.

## EXCLUDED SERVICES

This Scope of Work does not include redesign or modification of the drainage structures at the intersection of Bryant Road and County Road 371.

## CONTRACT TIMING

This Scope of Work is valid for 6 months from October 9, 2024. After that 6-month timeframe, services will be reviewed and may be modified.

## REIMBURSABLE EXPENSES

### Plan and Specification Reimbursables

The Consultant will invoice the City at cost plus a 10% mark-up for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as, the cost of mailing sets of contract documents to prospective bidders will be charged to the City. We would recommend the City budget \$5,000.00 for this task.

### Texas Department of Licensing and Regulation Fee

The City should budget \$5,000.00 for plan review and inspection fees for ADA compliance. Any fees not utilized will be returned to the City.

## SUMMARY OF FEES

Phase I – Basic Design Services & Construction Documents for Phase I ..... \$ 474,834.00  
(Based on Construction Budget of \$3,206,950 plus \$750,000 for the lighting alternative for a total of \$3,956,950.00)

Phase I Total: \$ 474,834.00

### Phase II – Additional Services

Plat or Replat of Park Addition ..... \$ 16,000.00  
Site Survey ..... \$ 17,000.00  
Geotechnical Report ..... \$ 20,000.00

Additional Services Total: \$ 53,000.00

### Reimbursable Expenses

Plan and Specification Reimbursables ..... \$ 5,000.00  
TDLR Fees ..... \$ 5,000.00

Reimbursable Expenses Total: \$ 10,000.00

**TOTAL SERVICES FEE: \$ 537,834.00**

### **Preparation of Alternates**

The Consultant's fees are based upon the total dollars allocated for construction of the project. The Consultant will prepare an estimate for probable cost of construction. This estimate will be based on the design development phase of the project. Should the City request design alternates be prepared for bidding, the consulting team will invoice the City in addition to the original contract amount, the agreed percentage of construction cost for preparation of plans, construction documents and specifications for the alternates. Any such expenses shall be pre-authorized by the City in advance of work being performed.

The consulting team appreciates the opportunity to submit this Scope of Services and we look forward to working with you and the City of Anna. If you have any questions, do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Stoffels", with a stylized flourish at the end.

Bob Stoffels, RLA  
Principal

CITY OF ANNA  
PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN  
UPDATE SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

1. PROJECT DESCRIPTION

Freese and Nichols, Inc. ("FNI") will perform professional planning and design services for the City of Anna ("Client") by preparing a Parks, Recreation, Open Space, and Trails Master Plan. It is expected that this work will take 10 months starting from the point of contract signing by the Client, which is anticipated in early 2025.

The citywide Parks, Recreation, Open Space, and Trails Master Plan Update will include an introduction and community analysis, parks and recreation inventory, identification of vision and goals, needs assessment, and recommendations for existing and future parks, recreation, and open space desires. The study area will encompass the entire City limits. Homeowners Association (HOA) parks will be included in the inventory but will be listed separately from public parks, and recommendations will not be created for the HOA parks. City parks that will be included in the basic inventory and assessment are listed below.

- |                                      |                         |
|--------------------------------------|-------------------------|
| 1. Baldwin Park                      | 5. Johnson Park         |
| 2. Bryant Park                       | 6. Natural Springs Park |
| 3. Geer Park                         | 7. Sherly Heritage Park |
| 4. Henry Clay "Yank" Washington Park | 8. Slayter Creek Park   |

The final deliverable will meet the criteria established by the Texas Parks and Wildlife Department for Parks, Recreation, Open Space, and Trails Master Plans.

## II. SCOPE OF SERVICES

### PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN UPDATE

#### Module 1: Project Initiation

##### Task 1A: Project Initiation

- FNI will conduct an initiation conference call and virtual presentation with key City staff. The purpose of the meeting will be to review the project scope; schedule; communication; expectations; deliverables; City and Consultant tasks, and confirmation of a Steering Committee to guide the creation of the Parks Plan (based on prior conversations, it is understood that the Parks Board will serve as the Steering Committee for this process).
- Additionally, this meeting will discuss existing plans and facilities and any key information FNI should be aware of going into the Parks Board and stakeholder meetings.

##### Task 1B: Document Template and Layout

- FNI will use the same template for the Parks Plan as was created for the Land Use Plan in Phase 1.

*Module 1 Deliverables: Prep for and conduct meetings described; Document template*

#### Module 2: Analysis & Inventory

##### Task 2A: Stakeholder Interviews (virtual)

- FNI will conduct up to five (5) 45-minute meetings with key stakeholders as identified by the City.

##### Task 2B: Public Survey

- FNI will develop an online survey to poll citizens on questions relevant to the Parks Plan as agreed to by the City.
- The survey questions will attempt to identify the parks and recreation vision, recreational issues, opportunities and needs, and key desires.
- FNI will provide a survey weblink to the City, and the City will be responsible for providing interface with the existing City website.
- This does not include a statistically valid survey, if desired, an outside survey firm could be brought in for an additional cost.

##### Task 2C: Introduction & Community Analysis

- FNI will prepare an introduction chapter to the report to summarize the purpose of the plan, the benefits of parks and recreation, and a brief history and description of the City, location, and context.
- FNI will prepare a community context chapter. The chapter will document and analyze the city's demographic profile and previous planning efforts to understand user groups and establish a basis for park standards and future demands. Items to be included in the report may include historic and projected populations, growth areas, age distribution, race and ethnicity, educational attainment, employment, and economics. FNI will duplicate this information from the Future Land Use Plan as feasible and agreed to by the City.
- Based on the results of the public input, FNI will draft a vision with accompanying goals and to reflect the community's values and desires.

#### Task 2D: Parks Inventory

- City staff will provide baseline parks and recreation data including park and facility names, locations, acreages, lists of amenities, and list of programs. FNI will provide questionnaires and spreadsheets to City staff during project initiation to facilitate this data gathering.
- FNI will conduct an inventory tour and site reconnaissance to document park and facility conditions of the City's parks and facilities. City staff may facilitate the tour or provide the team with information they can use for a self-guided tour.
- FNI will prepare a parks and recreation inventory chapter to document the following: current parkland size, location and classification; quantity and condition of equipment and amenities; and identification of recreation programs to create a snapshot of the current parks and recreation system. This data will be used as the basis for the Needs Assessment.

*Module 2 Deliverables: Prep for and conduct meetings described, - Conduct public survey and share results with City; Create draft chapters (Introduction & Community Analysis and Parks Inventory.)*

#### Module 3: Parks Assessment

##### Task 3A: Parks Assessment

- FNI will conduct demand-based, standards-based, and resource-based needs assessments to analyze parkland location, quantity, and amenities. Public input will be summarized in the demand-based assessment.
- FNI will develop target levels of service for parkland acreage, trail corridors and linkages, and other amenities that are right-sized for the City of Anna. Levels of service will be based on current population and future population projections from the Community Analysis.

##### Task 3B: Summary of Needs

- FNI will present a summary identifying noted needs in the City's parks network and recreational programming, based on the findings of the Parks Assessment. These needs will be addressed in the recommendations.

##### Task 3C: Public Open House

- FNI and the City will conduct a public open house to allow residents to respond to the needs assessment and provide further input that can influence the recommendations.

##### Task 3D: Parks Board Meeting #1

- FNI will conduct a meeting with the City's Parks Board to present and get feedback on the outcomes of this work phase.

*Module 3 Deliverables: Prep for and conduct meetings described; Create draft Parks Assessment chapter.*

#### Module 4: Recommendations & Implementation

##### Task 4A: Recommendations

- FNI will draft a recommendations chapter based on the outcomes of the public input and the needs assessment. Recommendations may include land acquisition and development of new parks, enhancements and upgrades to existing parks, recreational programming, high-level trails master plan, and partnerships and funding opportunities. Recommendations will include the identification of new regional-level park(s) and a city-wide trails plan.

#### Task 4B: Implementation Plan

- FNI will develop an Implementation Plan. Based on community and City staff feedback, recommendations will be prioritized into an implementation action plan to include initiation time frames and planning level potential cost ranges.

#### Task 4C: Parks Board Meeting #2

- FNI will conduct a meeting with the City's Parks Board to present and get feedback on the outcomes of this work phase.

*Module 4 Deliverables: Prep for and conduct meetings described; Create draft chapters (Recommendations and Implementation Plan).*

#### Module 5: Adoption & Finalization

##### Task 5A: Draft Plan

- FNI will update the draft chapters based on feedback received up to this point, both from the community and client, and will generate a *full draft plan* for adoption consideration.
- FNI will undertake one round of revisions to the draft plan based on City comments, the client shall provide consolidated comments using a comment log provided by FNI. This will be the *final draft plan* for consideration.

##### Task 5B: Parks Board Meeting #3 — Boards & Commissions Recommendation

- FNI will attend (1) meeting for the presentation of the Plan to a joint meeting of the Parks Board and any other Boards & Commissions that need to provide a recommendation on the proposed Parks Plan.
- FNI will not make updates to the plan between this meeting and the City Council meeting. Boards & Commissions recommendations and comments will be provided to City Council along with the draft plan in the same form it was provided to Boards & Commissions.

##### Task 5C: Plan Adoption Meeting — City Council

- FNI will attend (1) meeting for the presentation and consideration of the Plan by City Council.

##### Task 5D: Finalization of Deliverables

- The Client will provide consolidated final comments using a comment log provided by FNI.
- FNI will revise the plan and provide a *final document* for adoption. At this point, it is assumed that the plan adoption is on consent and FNI will not attend the City Council meeting.
- FNI will create the plan using Adobe InDesign.
- FNI will provide the City with the following deliverables:
  - Digital PDF version of the final plan document, which can be used in a variety of ways by the city, including web and print.
  - CD containing all working electronic files for the report, including the packaged InDesign files, digital versions of all chart, tables, maps, graphics, etc, GIS shape files, and other electronic data developed during the planning process.

### III. COMPENSATION

FNI shall perform professional services as outlined in **ARTICLE I** for a total not to exceed amount of \$103,758.

ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by Consultant, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Printing and binding of documents in addition to those identified in ARTICLE II will be billed in accordance with the rates outlined in Exhibit C. Consultant, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of Consultant.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparation of new impact fees or impact fee updates for water, wastewater, roadway or drainage under Chapter 395.
- E. Preparation or revisions to engineering criteria manuals and development manuals.
- F. Preparation or revisions to the zoning map, such as zoning map amendments.
- G. Preparation of water, wastewater or drainage master plans, or updates to other adopted plans.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, including MPO applications.
- I. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- J. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and Consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- M. Providing document revisions in excess of those outlined in Article I.

## ARTICLE III

**TIME OF COMPLETION:** Consultant is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the basic services within **Eight (8) months of the notice to proceed, with three (2) additional months to account for the adoption process, totaling Ten (10) months.**

If Consultant's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

**RESPONSIBILITIES OF OWNER:** City shall perform the following in a timely manner so as not to delay the services of Consultant:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Provide information from all previous and current studies and projects (as available) that may affect the outcome of the Project. This information will be provided in digital format when possible and available.
- C. Provide any identified issues known to City Staff.
- D. Provide the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
- E. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- F. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by Consultant within a reasonable time so as not to delay the services of Consultant. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- G. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- H. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- I. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI designates the following representatives:

City of Anna Representative

FNI's Project Representative

Name:

E-mail:

Phone:

FNI's Accounting Representative

Name:

E-mail:

Phone:

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## Memorandum

**Memorandum No: 24-11-18 CIP**

**Date:** November 18, 2024  
**To:** Parks Advisory Board  
**From:** Dalan Walker, Park Planning and Development Manager  
**Re:** Park CIP Project Update

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Updates for active Park CIP projects in November are below.

### **Natural Springs Park Erosion**

- The developer has improved the erosion control measures to reduce the amount of silt moving onto park property.
- Curlex will be utilized to help stabilize the soil in the area around the trail connection into the park.

### **Anna Park Projects (Slayter Pickle Ball/Basketball Courts, Slayter Parking Expansion, Yank Improvements, Natural Springs Park Parking Lot)**

- The final punch list items were finally addressed; retainage has been released.

### **Pecan Grove Trail**

- Construction is progressing; much of the trail has already been poured; the parking spaces at the Luscombe cul-de-sac have been poured.
- The submittal processes is ongoing.
- The bridge may not arrive until March 2025.

### **Playground at Natural Springs Park**

- The playground has been completed.
- Subdrain under the wood fiber surfacing will be installed November 15<sup>th</sup>.
- The ribbon cutting will be held November 16<sup>th</sup>; volunteers may assist with moving wood fiber into the playground area and planting trees.

### **Anna Crossing Park**

- Design has begun and construction documents are in progress.
- A dog park add alternate has been added to the project.

### **Bryant Park**

- The master plan for the park has been completed.
- A professional services agreement will go to City Council in December.

**Wayfinding Project**

- Staff are reviewing the final design book for the project.

c: Jeff Freeth, Assistant Director of Neighborhood Services  
Matt Lewis, Parks Superintendent  
Marc Marchand, Director of Neighborhood Services  
Greg Peters, Assistant City Manager  
Taylor Lough, Assistant City Manager  
Ryan Henderson, City Manager  
Management Team



**Meeting MINUTES**  
**ANNA PARKS ADVISORY BOARD MEETING**  
**Monday, August 19, 2024 @ 6:00 PM**

**Anna Municipal Complex**  
**120 W 7th street**  
**Anna, TX 75409**

The Parks Advisory Board of the City of Anna met at 6:00PM, on August 19, 2024, at Anna Municipal Complex, located at 120 W. 7th Street, Anna TX 75409, to consider the following items.

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

Parks Advisory Board Member Susan Jones called the meeting to order at 6:03pm. Quorum was established. The following Parks advisory board members were in attendance Susan Jones, Rachel Sinagra, Kennon Weaver, Choya Morrison and Alastair Hunte. Chad Fisher and Jeff Reece were absent. Staff present included Assistant Director of Neighborhood Services Jeff Freeth, Park Planning and Development Manager Dalan Walker, and Assistant City Manager Greg Peters.

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

Parks Advisory Board Member Alastair Hunte led the Pledge of Allegiance and Prayer.

**3. Neighbor Comments – no comments made**

**4. Receive a Report**

Received a report on parks maintenance and recreation programs and events

**5. Project Updates**

- a. Received a report on CIP Project Update
- b. Parks Planning and Development manager Dalan, discussed the updated master plan for Anna Crossing Park based on new research done into the functionality of the ponds has been concluded.
- c. The TAS inspection has been completed for the Skatepark at Slayter Creek Park. This project is now complete and will be removed from next month's report.

**6. Items for Individual Consideration**

- a. Discuss, Consider, Action on a park naming recommendation for a park to be dedicated by Don Collins

**MOTION:** Park Advisory Board Member Alastair Hunte made a motion for the Villages of Waters Creek park to be named “Carols’s Park”. Seconded by Kennon Weaver. Motion Carried.

- b. Discuss, Consider, Action on Parks Advisory Board meeting minutes on July 15, 2024.

**MOTION:** Park Advisory Board Member Alastair Hunte made a motion to approve the minutes Seconded by Choya Morrison. Motion Carried.

- c. Discuss, Consider, Action on date for parks board members tour of parks on September 16, 2024.



The Parks Advisory Board will tour city parks at the beginning of next month's meeting on September 16<sup>th</sup>.

**7. Items for Future Consideration – No item**

**8. Adjourn.**

Parks Advisory Board member Susan Jones adjourned the meeting at 6:31pm.

\_\_\_\_\_  
Marc Marchand, Director of Neighborhood Services

ATTEST: \_\_\_\_\_

## **Exhibit “A”**

### **City of Anna Policy and Procedure for Naming City Parks, Trails, Recreational Areas and Other Recreational Facilities**

#### **Purpose:**

The purpose of this policy is to establish a systematic and consistent approach for the official naming of parks, trails, recreational areas, and other recreational facilities owned and/or operated by the City of Anna.

#### **Objectives:**

The objectives of this policy are to:

- Provide name identification for individual parks or other recreation areas within the City of Anna to ensure that they are easily located and to provide a sense of place;
- Provide criteria and procedure for naming parks or other recreation areas to ensure that given names are consistent with the values and character of the area or neighborhood served and within the City as a whole;
- Assure the quality of the chosen title/name, so that it will serve the purpose of the City in a permanent manner; and
- Provide opportunities for public participation and input to fully represent the best interest of the community in the naming and dedication of parks and other recreation areas.

#### **Definitions:**

The umbrella of parks, trails, recreational areas, and other recreational facilities includes all property assets under the City’s ownership and the Neighborhood Services Department’s control including buildings, structures, open spaces, public parks, natural areas, and other environmental lands and habitats.

#### **Naming Criteria:**

The following criteria may be used in determining the appropriateness of the naming designation:

- a. Geographic location (such as neighborhood, street name, etc.)
- b. Nearby natural and physical characteristics of the land
- c. Historical or cultural significance
- d. Persons of outstanding civic service to the city
- e. Documented community support
- f. Events hosted in the area
- g. Relevant concepts or ideas
- h. Organizations providing community service in the area
- i. Significant material contributions

- j. Significant financial contributions

### **Naming Procedure:**

The following process shall be followed in naming parks or other recreation areas:

1. City residents, staff, community leaders, and community organizations interested in proposing a name for a park or other recreational area shall submit a written recommendation to the Neighborhood Services Director. Recommendations need to describe in detail why the submitted name merits designation.
2. A variety of means to encourage public participation to submit a name may be implemented by the Neighborhood Services Department such as city website advertisement, public notices sent to community members in proximity of recreational area, and more. The means to submit a written recommendation, no matter the specifics of the medium, will be available through the City website and at City Hall.
3. The Neighborhood Services Department shall research and verify information on names provided in the recommendations. The Neighborhood Services Director will forward naming recommendations that meet the naming criteria to the Parks Advisory Board.
4. The Parks Advisory Board shall consider all requests that meet the criteria and submit a formal recommendation for names deemed worthy of consideration to the Mayor and the City Council.
5. The City Council will confirm park, trail, recreational area, and other recreational facility names by resolution.
6. The City Council has final approval and may reject any naming or renaming request.
7. The City Council may name or rename without following these procedures.
8. The process of naming new facilities shall normally be done before construction begins.

### **Renaming:**

The intent of naming is for permanent recognition; the renaming of parks and other recreational areas within the City of Anna is generally discouraged. Though, the City understands that renaming parks and other recreational areas may be necessary to create more cohesiveness throughout the City or to update past names that have become irrelevant or dishonorable. It is recommended that efforts to change a name become subject to crucial examinations so as not to diminish the original justification for the name or discount the value of prior contributors. Renaming a park or other recreational area will follow the same procedure stated above.

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF ANNA, TEXAS, AND Project Advocates, LLC.  
2024-2029**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (“Effective Date”)

Between the City:           The City of Anna, Texas  
                                  120 W. 7<sup>th</sup> Street  
                                  Anna, Texas 75409  
                                  Telephone: (469) 885-8807

and the Firm:               Project Advocates, LLC  
                                  3833 Ridgeway Lane  
                                  Plano, TX 75074

for the following Project: Master Agreement for **Program and/or Project Management and/or Owner Representation**

**THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES** (this “Agreement”) is made and entered into by and between the **City of Anna, Texas**, a home-rule municipality (“City”), and **Project Advocates, LLC [Program and/or Project Management and/or Owner Representation]** (“Firm”), to be effective from and after the date as provided above. City and Firm are at times each referred to herein as a “party” or collectively as the “parties.”

**WHEREAS**, the City desires to engage the services of the Firm to provide professional **services as describe for Program and/or Project Management and/or Owner Representation** on an on-call basis (“Project”); and

**WHEREAS**, the Firm desires to render such professional services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
FIRM’S SERVICES**

- 1.1 **Engagement of the Firm** – At City's request and in City's sole discretion, City is entitled to engage Firm from time to time to perform professional services in accordance with the terms and conditions of this Agreement (“Services”). Firm agrees to perform such Services in accordance with the terms and conditions of this Agreement and with any individual written Project Order issued pursuant to Article 1.2 hereof. City reserves the right, in its sole discretion, to hire other firms or Firms for any reason and for any purpose. If any employee of Firm, who is performing the day-to-day Services under this Agreement, is separated, for any reason, from employment with Firm, Firm shall provide City with written notice thereof at least five (5) business days’ prior to said separation unless circumstances

reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

- 1.2 **Scope of Services** – The Services to be provided by Firm to City shall be as mutually agreed to in a separate written Project Order executed by City and Firm (“**Scope of Services**”). Whenever used in this Agreement, the term Services shall mean those services specified in this Agreement and in a Project Order issued pursuant to this Agreement and all related work. Each Project Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the City. Each Project Order shall be subject to and integrated into this Agreement, and the terms of this Agreement are incorporated into and made a part of each Project Order by reference to this Agreement. All Services within the Scope of Services shall be performed by the employees of Firm or Firm's officers, employees, agents, representatives, sub-contractors or sub-Firms unless otherwise provided in a Project Order. Firm shall be wholly and solely responsible for any Services or subcontracted Services provided by any officer, employee, agent, representative, sub-contractors or sub-Firms of Firm (collectively, “**Firm's Personnel**”). If at any time after entering into this Agreement, City has any objection to Firm's representative or to any of Firm's Personnel, or any objection to any personnel of sub-Firm retained by Firm and assigned to perform the Services, Firm shall promptly propose substitutes to whom City has no objection. The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City (“**Change Order(s)**”).
- 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” that have not been issued as a duly executed, written Project Order or Change Order issued by the Anna City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written Change Order shall be preceded by the Anna City Council's authorization for the Anna City Manager to execute said Change Order.
- 1.2.2 **FIRM SHALL NOT PERFORM ANY “EXTRA” WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ANNA CITY MANAGER.** Firm acknowledges that Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – Firm agrees to commence work immediately upon the execution of a Project Order, and to proceed diligently with said work to completion as described in such Project Order.
- 1.4 **Standard of Care** – Firm shall perform the Services required hereunder: (1) with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional under the same professional license.
- 1.5 **Term** – The term of this Agreement shall begin on the Effective Date and shall continue until **10/1/2024 – 10/1/2029**, unless sooner terminated as provided herein.

- 1.6 **Subcontracted Services** – When necessary, subcontracted services shall be procured by Firm in connection with the Services provided pursuant to this Agreement, subject to City's prior written consent. Firm shall issue subcontracts for such subcontracted services in Firm's own name. Firm shall be compensated for subcontracted services for the actual amount invoiced by the subcontractor. Except as set forth in this Agreement, neither Firm nor City may assign, sublet, transfer, or otherwise convey (together, an "Assignment"), and neither Firm nor City has the power to enter into an Assignment of any or all of the rights, duties and obligations or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## **ARTICLE 2 THE CITY'S RESPONSIBILITIES**

City shall use reasonable efforts to not delay the Services of Firm as follows:

- 2.1 **Project Data** – The City shall furnish information that is reasonably requested by Firm and that City has in its possession at the time of Firm's request as expeditiously as necessary for the orderly progress of the Services, and Firm shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Services ("Project Manager"). City, or the authorized Project Manager, shall on an as-needed basis, issue Project Orders to Firm in accordance with the Scope of Services. City, or the authorized Project Manager shall examine the documents submitted by Firm and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Firm's Services. Firm understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

## **ARTICLE 3 FIRM'S COMPENSATION**

- 3.1 **Compensation for Firm's Services** – Compensation by the City to Firm for Services shall be on a fixed fee or a time and materials basis as specified in the applicable Professional Services Project Order ("Firm's Fee"). All time shall be billed at Firm's labor billing rates agreed upon by City. Said rates shall only be adjusted in writing as may be agreed to between the Parties.
- 3.1.1 **Disputes between City and Construction Contractor** – If the Scope of Services involves the Firm performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Firm shall research previous and existing conditions of the Services, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Firm shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written

request from the City. City and Firm agree that if requested by the City, completion of this task shall be included in the Firm's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Firm's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Firm and the Firm's Personnel in connection with the Services. All submitted Direct Expenses are to be within the amounts as set forth in the applicable Project Order, and consistent with Exhibit E, City of Anna Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Firm shall be solely responsible for the auditing of all Direct Expenses prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment for Services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.
- 3.3 **Invoices** – No payment to Firm shall be made until Firm tenders an invoice to the City. Invoices are to be submitted to City immediately upon completion work as set forth in the applicable Project Order. On all submitted invoices, Firm shall include appropriate background materials and sufficient detail for the City to verify the Services performed and Direct Expenses incurred in support of the submitted charges on said invoice. Such background material shall include employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. Each invoice shall constitute a representation of the Firm that the proportion of the Services has been fully performed in accordance with this Agreement, that the Direct Expenses have been actually incurred and that payment of the indicated amount has been earned by, and is properly due and payable to, the Firm in accordance with this Agreement. Notwithstanding the presentation of any invoice to the City, the amount reflected thereon shall be due and payable to the Firm only to the extent earned by the Firm in accordance with the terms of this Agreement. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.4 **Timing of Payment** – City shall make payment to Firm for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Firm is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be made and mailed on the date that the payment is postmarked. If the City makes any payment by electronic means, the payment is considered to be made on the date that the City requests and authorizes the payment to be made.
- 3.5 **Disputed Payment Procedures** – In the event of a disputed or contested invoice by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Firm of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the City receives the invoice. The written notice shall include a detailed statement of the amount of the invoice which is disputed and the City shall provide Firm an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Firm, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.4. If a dispute is resolved in favor of the City, Firm shall submit to City a corrected invoice, reflecting any and all

payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any invoice or portion thereof that has background materials supporting the submitted charges.

- 3.6 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.5 to the shall grant the Firm the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Firm shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after the Firm gives written notice of suspension to the City, in accordance with Chapter 2251, Subchapter “D” of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Firm if the Firm is in breach of any provision(s) of this Agreement.
- 3.7 **Adjusted Compensation** – If the Scope of Services or if the Firm’s Services are materially changed due to no error on behalf of Firm in the performance of Services under this Agreement, the amounts of the Firm’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Firm as a result of any material change to the Scope of the Services shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.8 **Project Order Suspension** – If the Firm’s work is suspended or abandoned in whole or in part for more than three (3) months for reasons that are not wholly or partially the Firm’s fault, Firm shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Firm shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Firm in connection with this Agreement prior to Firm receiving final payment. If the work is resumed after being suspended for more than three (3) months, the Firm’s compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Firm after the work is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the City** – The Firm’s work in connection with the Services is the property of the City, and Firm may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Services without City’s prior written consent. City shall be furnished with such reproductions of the plans, data, documents, maps, and any other information as defined in the applicable Project Order. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Firm will revise plans, data, documents, maps, and any other information as defined in the applicable Project Order to reflect changes while performing the Services and promptly furnish the same to the City in an acceptable electronic or other format. All such reproductions shall be the property of the City who may use them without the Firm’s permission for any

purpose relating to the Services, including, but not limited to, completion of the Services, and/or additions, alterations, modifications, and/or revisions to the Services.

**4.1.1 Work for Hire** – The agreements and obligations set forth in this Article 4.1.1 are supported by the mutual considerations and covenants set forth in this Agreement and also by consideration of the payment of \$10.00 by the City to Firm, and other good and valuable consideration, the payment and sufficiency of which is hereby acknowledged.

4.1.1.1 The term “Work” as used in this Section 4.1.1 means the materials created by Firm as part or in furtherance of the Services including without limitation any and all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, assessments, memorandums, appraisals and/or any other materials or copies thereof in any reproducible, tangible, or electronic form or medium. The Work conceived, or originated by Firm or others for the Firm, or on behalf of the Firm, or performed in connection with the Services is and will be of original development by Firm and are to be considered works made for hire as that term is defined in the Copyright Act (17 U.S.C. §101) and shall be the sole and exclusive property of the City, without any consideration paid to Firm beyond that set forth under this Agreement. All rights of Firm with respect to all designs and copyrights, trademarks, trade names, and other proprietary rights relating to the Work are by this Agreement assigned to the City. Firm agrees to promptly support and give all reasonable assistance to enable the City to prepare, file and prosecute any United States or foreign application for all types of design trademark or copyright registrations related to the Work that the City deems appropriate, and Firm will execute all appropriate documents and assignments for such. The City shall have the sole right to determine the treatment of information received from Firm, including but limited to the right to keep the same as a trade secret, to use, disclose, and publish the same with or without prior copyright registration and to file, license or share the same in its own name or the name of an affiliate or to follow any other procedure that the City may deem appropriate.

4.1.1.2 To the extent that any material produced under this Agreement may not be considered works made for hire, or to the extent that Article 4.1.1 or any portion thereof is declared invalid either in substance or purpose, in whole or in part, Firm agrees to irrevocably transfer, grant, convey, assign, and relinquish exclusively to the City all of Firm’s right, title, and interest, including ownership of copyright and patent rights, to any material developed by Firm under this Agreement, without the necessity of further consideration. Firm shall have no right to disclose or use any of the Work for any purpose whatsoever except as expressly set forth in this Agreement. Further, the rights conveyed by this instrument include the right and authority of the City, at its expense, to make timely application for the renewal and extension of any copyright of the Work as allowed by the laws now or later in force in the United States and in any other country. Firm irrevocably constitutes and appoints the City “attorney in fact” to apply for renewal within one year before the expiration of the initial copyright term, and covenants to execute any further instruments that may be necessary to perfect the City’s full enjoyment of the renewal right.

4.1.1.3 No rights or licenses, expressed or implied, in any other work or other information is granted to Firm by this agreement, and no license, partnership, or assignment of any right, title, or interest is created, granted or implied by the City under this Agreement.

4.1.1.4 Furthermore, Firm acknowledges and agrees that the Work—to the extent permitted by applicable law—is confidential and proprietary trade secret information of the City, and of substantial value to the City. Firm agrees that it will not use the Work in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement. Firm also agrees not to disclose to any third party any part of the Work except as is necessary to perform the Services. Firm will take reasonable precautions at least as stringent as it takes to protect its own most highly confidential and proprietary information to protect the confidentiality of the Work. Firm's breach of this obligation will result in irreparable and continuing damage to the City for which there will be no adequate remedy at law, entitling the City to injunctive relief and a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

4.1.1.5 Firm affirms that the Work is original, that all statements asserted as facts are based on careful investigation and research for accuracy, that the Work does not, in whole or part, infringe any copyright or violate any right or privacy or other personal or property right whatsoever, that it has not been published or used in total or in part and is not being submitted or considered for publication or use in total or in part elsewhere, and that Firm has full power and authority to enter into this Agreement and to make the grants and transfers contained herein. Subject to any limitations stated in Article 10 of this Agreement, Firm will indemnify, and hold harmless the City, its officials, officers, agents, representatives and anyone directly or indirectly employed by it against damages, losses, and expenses, including attorney's fees and related expenses, arising out of infringement of any rights during or after completion of the Work, and will defend all claims in connection with any alleged infringement of those rights utilizing legal counsel approved by the City.

4.1.1.6 The obligations imposed by this Article 4.1.1 shall remain in effect indefinitely and shall survive any termination or expiration of the Agreement, whether by expiration of time, operation of law or otherwise.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Firm acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Firm (and Firm's Personnel) under this Agreement are property of the City and upon completion of the Services shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) the ("PIA") and exceptions to the PIA and any other applicable laws requiring public disclosure of the information contained in said items.

## **ARTICLE 5 FIRM'S INSURANCE REQUIREMENTS**

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a general liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies. In the event that there is a material modification to such policy, Firm shall provide written notice of such modification to City at least thirty (30) days prior to such material modification. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies. In the event that there is a material modification to such policy, Firm shall provide written notice of such modification to City at least thirty (30) days prior to such material modification. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.4 **Required Umbrella Coverage or Excess Liability Coverage** – Firm shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,

in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit F**, such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

## **ARTICLE 6 FIRM'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to work performed in conjunction with the Services shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in **Article 3**. Copies of employee time sheets, receipts for direct expense items and other records of expenses will be included in the monthly invoices.

## **ARTICLE 7 AUDITS AND RECORDS / COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND CITY CHARTER**

The Firm agrees that at any time during normal business hours and as often as the City may deem necessary, Firm shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Firm agrees that it is aware of the Compliance with Federal, State, Local Laws and City Charter requirements as set forth in **Exhibit G**, and is in compliance therewith. Firm agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Firm shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit H** and incorporated herein for all purposes.

## **ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES**

City may, upon thirty (30) days written notice to Firm, terminate this Agreement or any individual Project Order, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement or a Project Order due to a default of and/or breach by Firm and the expense of finishing the Services exceeds the Firm's Fee at the time of termination, Firm waives its right to any portion of Firm's Fee as set forth in **Article 3** herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Services. On any default and/or breach by Firm, City may elect not to terminate the Agreement or a Project Order, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Firm's Fee that would otherwise be

due to Firm as set forth in Article 3 herein. If City terminates this Agreement and Firm is not in default of the Agreement or a Project Order, Firm shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Firm shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Firm in connection with this Agreement prior to Firm receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator.

## **ARTICLE 10 INDEMNITY**

FIRM SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS PAST, PRESENT AND FUTURE OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF FIRM, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM FIRM IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY FIRM PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN FIRM AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR

SEPARATION FROM EMPLOYMENT WITH THE FIRM, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. FIRM IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN FIRM IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE FIRM FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY FIRM THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. NOTWITHSTANDING THE FOREGOING, IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN FIRM'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, SUCH THAT THE FIRM SHALL: (1) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE FIRM OR THE FIRM'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE FIRM EXERCISES CONTROL; AND (2) REIMBURSE THE CITY'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE FIRM'S LIABILITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY FIRM IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF FIRM'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF FIRM'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. FIRM SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS

DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF FIRM FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND FIRM SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

## **ARTICLE 11 NOTICES**

Firm agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Ryan Henderson  
City Manager  
City of Anna  
P.O. Box 776  
Anna, TX 75409-0776

City agrees that all notices or communication to Firm permitted or required under this Agreement shall be delivered to Firm at the following addresses:

Project Advocates, LLC  
ATTN: Phil Miller  
3833 Ridgetop Lane  
Plano, TX 75074

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked and deposited in the U.S. mail with proper postage by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

## **ARTICLE 12 MISCELLANEOUS**

**12.1 Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

**12.1.1 Exhibit A,** Professional Services Project Order Form

**12.1.5 Exhibit E,** City of Anna Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 **Exhibit F**, City of Anna Contractor Insurance Requirements.

12.1.7 **Exhibit G**, City of Anna Compliance with Federal, State, Local Laws and City Charter

12.1.8 **Exhibit H**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or shall prevail in that order.

- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of this Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.11 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or

immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.12 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Firm, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorney's fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.13 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.14 **Independent Contractor** – In performing this Agreement, Firm and Firm's Personnel shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Firm shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Firm's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City. At no time shall the City have any control or direction, direct or indirect, over the Firm's means, methods, sequences, techniques, procedures, supervision, subcontractors or other undertakings utilized to perform the Services.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Duty to Facilitate Compliance with Public Information Act**
- (a) The obligations in this section apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the Anna City Council.
  - (b) If this Agreement is described in subsection (a) above, Firm shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:
    - (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Anna for the duration of this Agreement;

- (2) promptly provide to Anna any contracting information related to this Agreement that is in the custody or possession of Firm on request of Anna; and
- (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Firm; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code, as amended.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Firm agrees that this Agreement can be terminated if the Firm knowingly or intentionally fails to comply with a requirement of that subchapter.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

**Effective Date:** \_\_\_\_\_

**CITY:**

City of Anna, Texas

By: \_\_\_\_\_  
Ryan Henderson, City Manager

Date: \_\_\_\_\_

**FIRM:** Project Advocates, LLC

By: \_\_\_\_\_  
Phil Miller, Principal

Date: 10/2/2024\_\_\_\_\_

**STATE OF TEXAS** §  
§  
**COUNTY OF COLLIN** §

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Page 16 of 25

## **EXHIBITS to MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

### **EXHIBIT A**

#### **PROFESSIONAL SERVICES PROJECT ORDER FORM:**

Individual “Professional Services Project Orders” will be issued for each project.  
Sample PSPO is included in the City’s RFQ.

**EXHIBIT E**  
**CITY OF ANNA GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE**  
**MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

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- I. **FIRM'S RESPONSIBILITY**. The Firm shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Firm shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Services, when such transportation is not a function of routine performance of the duties of the Firm in connection with the Services, and when such transportation exceeds beyond fifty (50) miles from the Services site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Firm at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Firm agrees to place these standards in all subcontracts for work on the Services.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Services-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- D. **In-House Reproduction** - Firm shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- F. **In-House Plotting** – Firm shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Services. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Firm duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Firm and/or the Firm's employees. Firm agrees to place these standards in all subcontracts for work on the Services.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Service site, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

### **III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- 1. **Requirement of Prior Approval** – Firm may be allowed to charge a General and/or Administrative Markup on work completed if Firm can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Firm must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Firm to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

### **IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- 1. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.
- 2. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Firm shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

END OF SECTION

**EXHIBIT F**  
**CITY OF ANNA CONTRACTOR INSURANCE GUIDELINES**

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**I. Requirement of Insurance –**

- A. All required insurance policies shall name the City, its past, present, and future officials, officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies
- C. Such policies shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

**II. Insurance Company Qualification –** All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

**III. Certificate of Insurance –** A Certificate of Insurance and applicable endorsements evidencing the required insurance shall be submitted with the contractor’s bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance and applicable endorsements shall also be provided to the City prior to the date the contract is renewed or extended.

**Insurance Checklist** – “X” means that the following coverage is required for this Agreement. Copies of all endorsements for each policy required.

| Coverage Required |                                                                                                                                                                                                                                                                            | Limits                                                                                    |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <u>  X  </u> 1.   | Worker’s Compensation & Employer’s Liability                                                                                                                                                                                                                               | ▪ Statutory Limits of the State of Texas                                                  |
| <u>  X  </u> 2.   | General Liability                                                                                                                                                                                                                                                          | ▪ Minimum \$ 1,000,000.00 each occurrence;                                                |
| <u>    </u> 3.    | XCU Coverage                                                                                                                                                                                                                                                               | ▪ Minimum \$ 1,000,000.00 per occurrence;<br>▪ Minimum \$ 2,000,000.00 aggregate.         |
| <u>  X  </u> 4.   | Professional Liability                                                                                                                                                                                                                                                     | ▪ Minimum \$ 1,000,000.00 each occurrence;<br>▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <u>  X  </u>      | Umbrella Coverage or Excess Liability Coverage                                                                                                                                                                                                                             | ▪ An amount of \$ 2,000,000.00.                                                           |
| <u>  X  </u> 6.   | City and its past, present, and future officials, officers, agents, representatives, and employees named as additional insured on General Liability Policy and Umbrella or Excess Liability Coverage. This coverage is primary to all other coverage the City may possess. |                                                                                           |

- X   7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X   8. Thirty (30) days notice of cancellation, non-renewal, or material change required.
- X   9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X   10. Each Policy and Certificate of Insurance must state the project title and Professional Service Project Order number.
- 11. Other Insurance Requirements (State Below):

END OF SECTION

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                       |                                                        |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br><b>Holmes Murphy-Des Moines</b><br><b>2727 Grand Prairie Pkwy</b><br><b>Property Casualty/Select-DM</b><br><b>Waukee, IA 50263</b> | <b>CONTACT NAME:</b> CORE Certificate Request          |                       |
|                                                                                                                                                       | <b>PHONE (A/C, No, Ext):</b>                           | <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> corecertificaterequest@holmesmurphy.com                                                                                        |                                                        |                       |
| <b>INSURED</b><br><b>Project Advocates, LLC</b><br><b>120 S 31st Ave Ste 5101</b><br><b>Omaha, NE 68131-1481</b>                                      | <b>INSURER(S) AFFORDING COVERAGE</b>                   |                       |
|                                                                                                                                                       | <b>INSURER A : Employers Mutual Casualty Company</b>   |                       |
|                                                                                                                                                       | <b>INSURER B : Underwriters at Lloyd's London (IL)</b> |                       |
|                                                                                                                                                       | <b>INSURER C : EMC Property &amp; Casualty Company</b> |                       |
|                                                                                                                                                       | <b>INSURER D :</b>                                     |                       |
|                                                                                                                                                       | <b>INSURER E :</b>                                     |                       |
| <b>INSURER F :</b>                                                                                                                                    |                                                        |                       |

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 6D47712          | 09/02/2023              | 09/02/2024              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| C        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                         |           |          | 6D47712          | 09/02/2023              | 09/02/2024              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br>EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$0                                                                                                                                                              |           |          | 6J47712          | 09/02/2023              | 09/02/2024              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$                                                                                                                                                                                |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                             |           | N/A      | 6H47712          | 09/02/2023              | 09/02/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| B        | Prof. Liability                                                                                                                                                                                                                                                                        |           |          | B0621PPROJ000723 | 09/02/2023              | 09/02/2024              | \$2,000,000                                                                                                                                                                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## 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

*Sean O'Hare*

By submitting a response to the solicitation and entering into a contract with the City, the Firm hereby verifies and certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Anna Purchasing Agent. Failure to do may result in terminating this contract for default.

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Anna Finance Department, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

**COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF ANNA, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF ANNA AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF ANNA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF ANNA THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA. NOTWITHSTANDING THE FOREGOING, IF THE AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN VENDOR'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, SUCH THAT THE VENDOR SHALL: (1) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL; AND (2) REIMBURSE THE CITY'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE VENDOR'S LIABILITY.**

**NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer of the submitting firm or its partners are either employed by the City of Anna or is an elected official of the City of Anna

and who has a financial interest, direct or indirect, in any contract with the City of Anna or has a financial interest, directly or indirectly, in the sale to the City of Anna of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Anna City Charter, interest represented by ownership of stock by a City of Anna employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

**DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Anna no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications and to this Agreement as Exhibit H.

**DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL**

Section 2271.002, Texas Government Code: the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

**DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

Section 2252.153 or Section 2270.0201, Texas Government Code: provides that the City may not enter into a governmental contract with" (1) a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; or (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**Authorized Representative:**

Company Name: Project Advocates, LLC

Date:  
10/2/2024

Printed Name: Phil Miller

---

EXHIBIT G  
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

---

Title:           Principal

---

Signature:

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify with witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

EXHIBIT H  
CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

Project Advocates does not have any relationships that might cause a  
Conflict of Interest with the City of Anna.

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                        | <b>FORM CIQ</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|
| For vendor doing business with local governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                 |
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                     | <b>OFFICE USE ONLY</b> |                 |
| <b>1</b> Name of vendor who has a business relationship with local governmental entity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Date Received          |                 |
| <b>2</b> <input type="checkbox"/> 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.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |                 |
| <b>3</b> Name of local government officer about whom the information is being disclosed.<br><br>_____<br>Name of Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                 |
| <b>4</b> 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.<br><br><div style="margin-top: 20px;"><p>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?</p><p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p><p>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?</p><p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p></div> |                        |                 |
| <b>5</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |                 |
| <b>6</b> <input type="checkbox"/> 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                 |
| <b>7</b><br><br>_____<br>Signature of vendor doing business with the governmental entity      _____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                        |                 |

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 1/1/2021



**NEW SERVICES**

**For Campaign Partners**

*Celebrating 500 Healthy Communities*



# AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

CELEBRATING 500  
HEALTHY COMMUNITIES



NOW FUNDED  
TO WELCOME 1,000  
HEALTHY COMMUNITIES  
BY 2025

CAMPAIGN MISSION: To Build Healthy Communities





BROUGHT TO YOU BY



CIVIC LEADERS ACROSS AMERICA

Featured Officials in the State Campaign



Lieutenant Governor of Mississippi  
**Delbert Hosemann**  
Horn Lake, MS



IL State Senator  
**Seth Lewis**  
Medinah Park District, IL



River Rouge, MI  
Mayor William Campbell



San Francisco, CA  
Mayor London Breed



Dumfries, VA  
Mayor Derrick Wood



Caldwell, TX  
Mayor Janice Easter



Malden, MA  
Mayor Gary Christenson



San Marcos, CA  
Mayor Rebecca Jones



Sparks, NV  
Mayor Ed Lawson



Mount Vernon, NY  
Mayor Shawyn Patterson-Howard



Huntsville, AL  
Mayor Tommy Battle



La Feria, TX  
Mayor Olga Maldonado



Mayor London Breed  
San Francisco Fitness Court® Studio  
Ribbon Cutting

# STATEWIDE CAMPAIGN



NATIONAL FITNESS CAMPAIGN

# 2024

200 NEW PARTNERS

WE'RE PLEASED TO ANNOUNCE THE 2024 CAMPAIGN



# TEXAS STATEWIDE CAMPAIGN

Presented By



Over 50 participating municipalities and schools

Strategic Plan Adopted  
for Health Impact Across State



Priority Grant Funding being committed to  
existing site partners statewide



# EXISTING FITNESS COURTS®: PERFORMANCE REPORT

Annual Service for Campaign Growth Partners



## NFC HEALTHY SITE SCORE INDEX

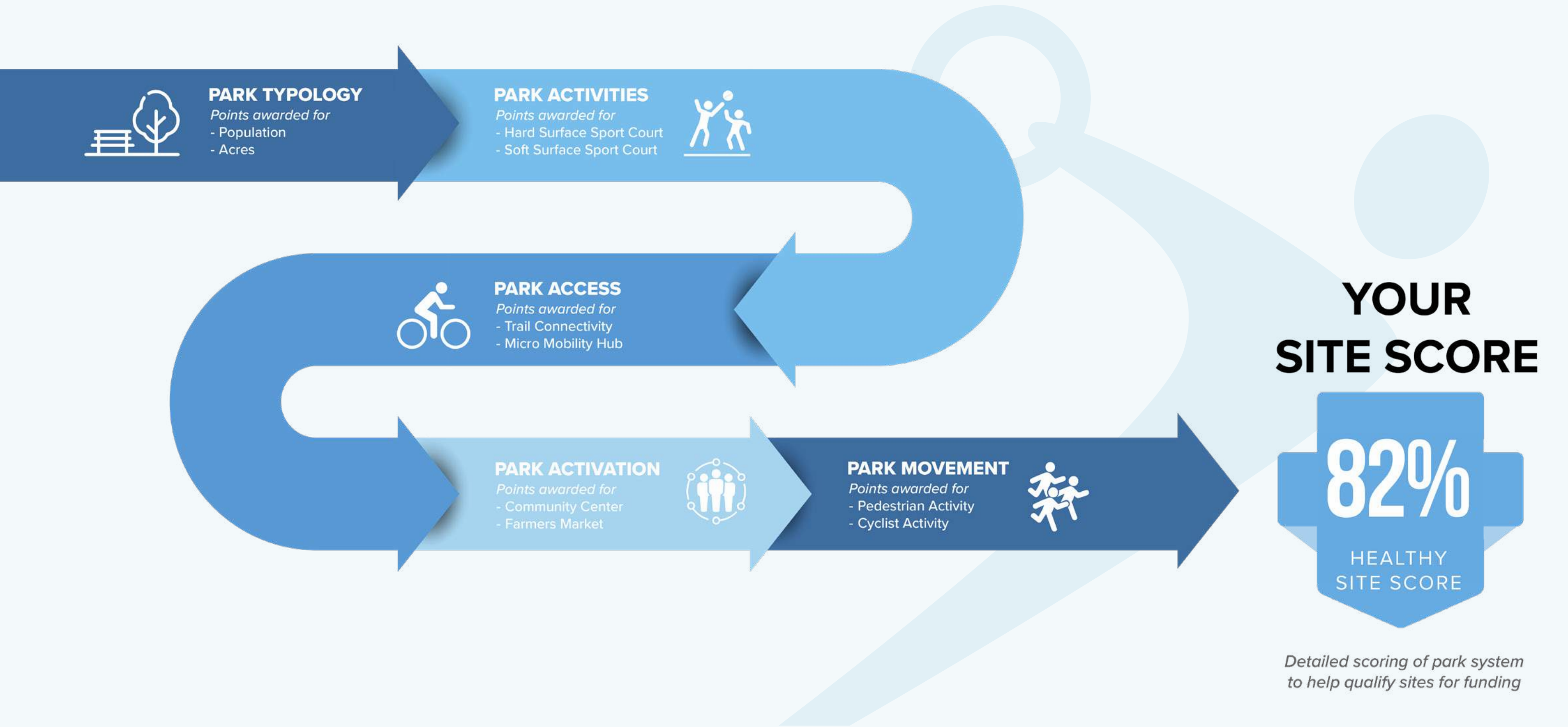
Metrics & Demographics Data Delivery for your Fitness Courts®

Recieve benchmark analysis for your local Fitness Courts® against the NFC Healthy Site Score Index

# SITE SCORING GUIDE

Qualify Your Site for Funding

Feasibility Analysis Example





# FITNESS COURT®

## PERFORMANCE REPORT

ANNA, TX



LAUNCHING THE LOCAL CAMPAIGN  
ANNA, TX

Pilot Fitness Court Launch Day!  
July 1, 2023

Fitness Court Site #1:  
Slayter Creek Park  
425 W Rosamond Pkwy, Anna, TX 75409



“It’s a game-changer for our community. We’re all about providing equal access to exercise and fitness programming in Anna, and this initiative embodies that commitment.”

- Mayor Nate Pike

# SITE REVIEW & METRIC INDICATORS

## Pedestrian & Bike Activity Hot Zones

Pedestrian movement is a core indicator that NFC’s planning team reviews when looking for best site placement. With the experience of hundreds of Fitness Courts® installs across the country, NFC has found that careful siting of Fitness Courts®, ensuring that it is in a highly visible and fitness forward space, is essential to the success and optimal usage.



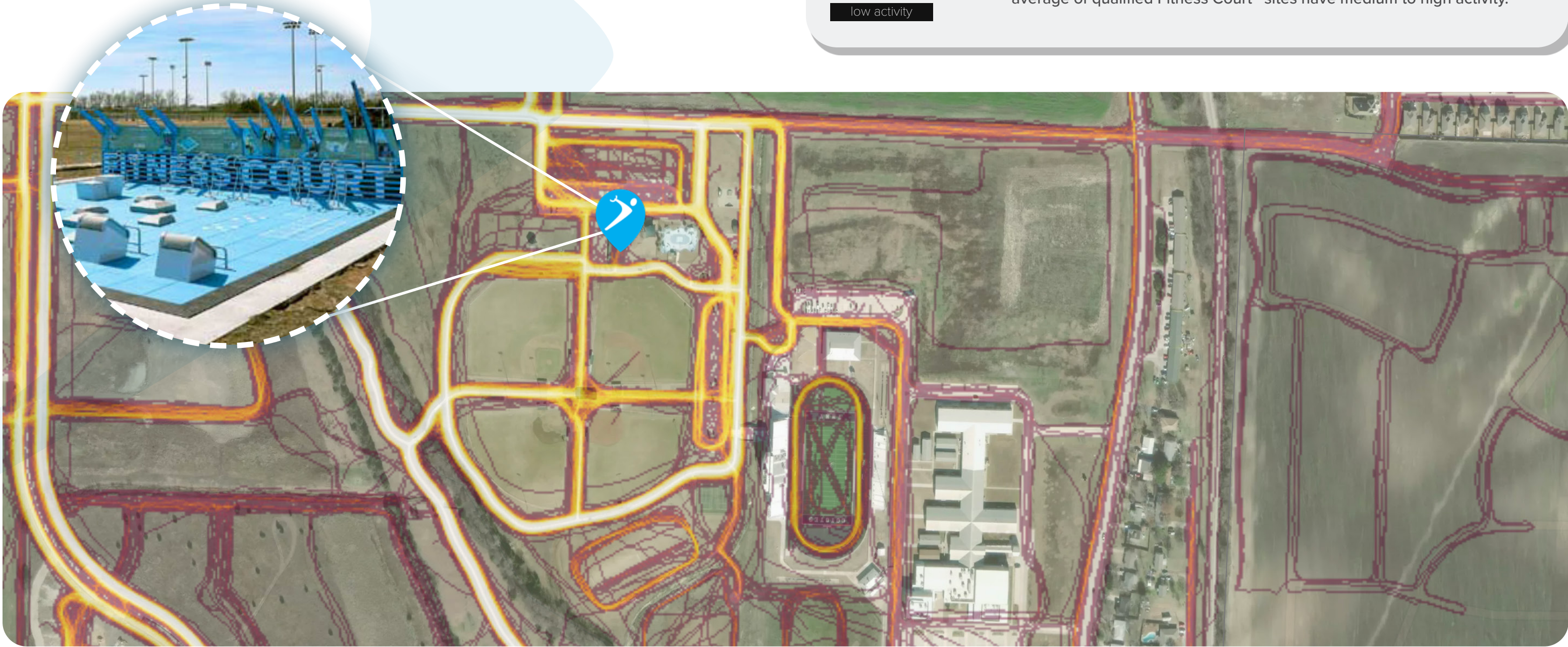
## Healthy Site Score

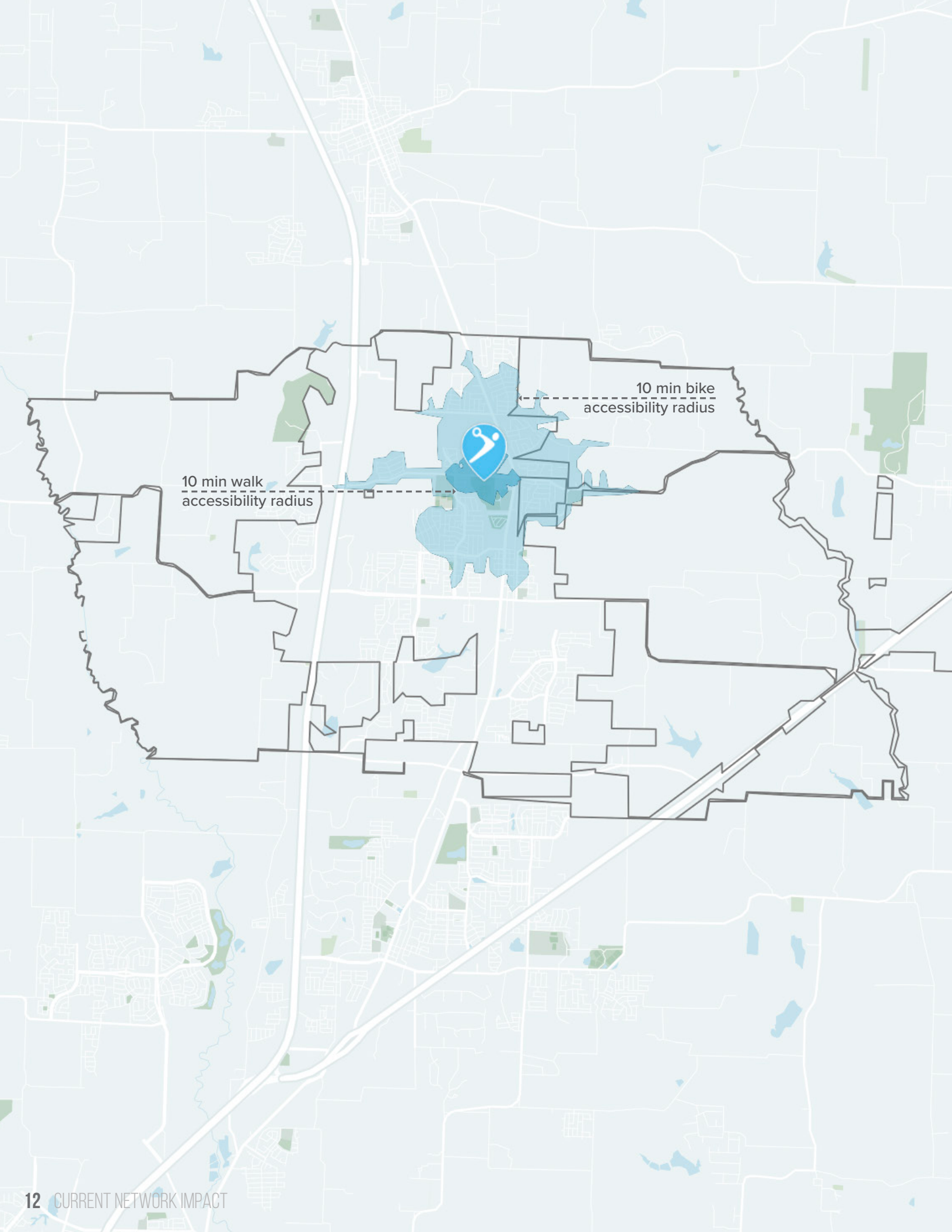
NFC’s Healthy Site Score indicates the amount of potential a location has for health impact. The HSS scoring scale ranks 0%-100% with the national average of qualified Fitness Court® sites landing between 80%-90%.



## Pedestrian Activity

Pedestrian Heat Mapping shows aggregated anonymous data on where people are walking and biking within a given area. The national average of qualified Fitness Court® sites have medium to high activity.



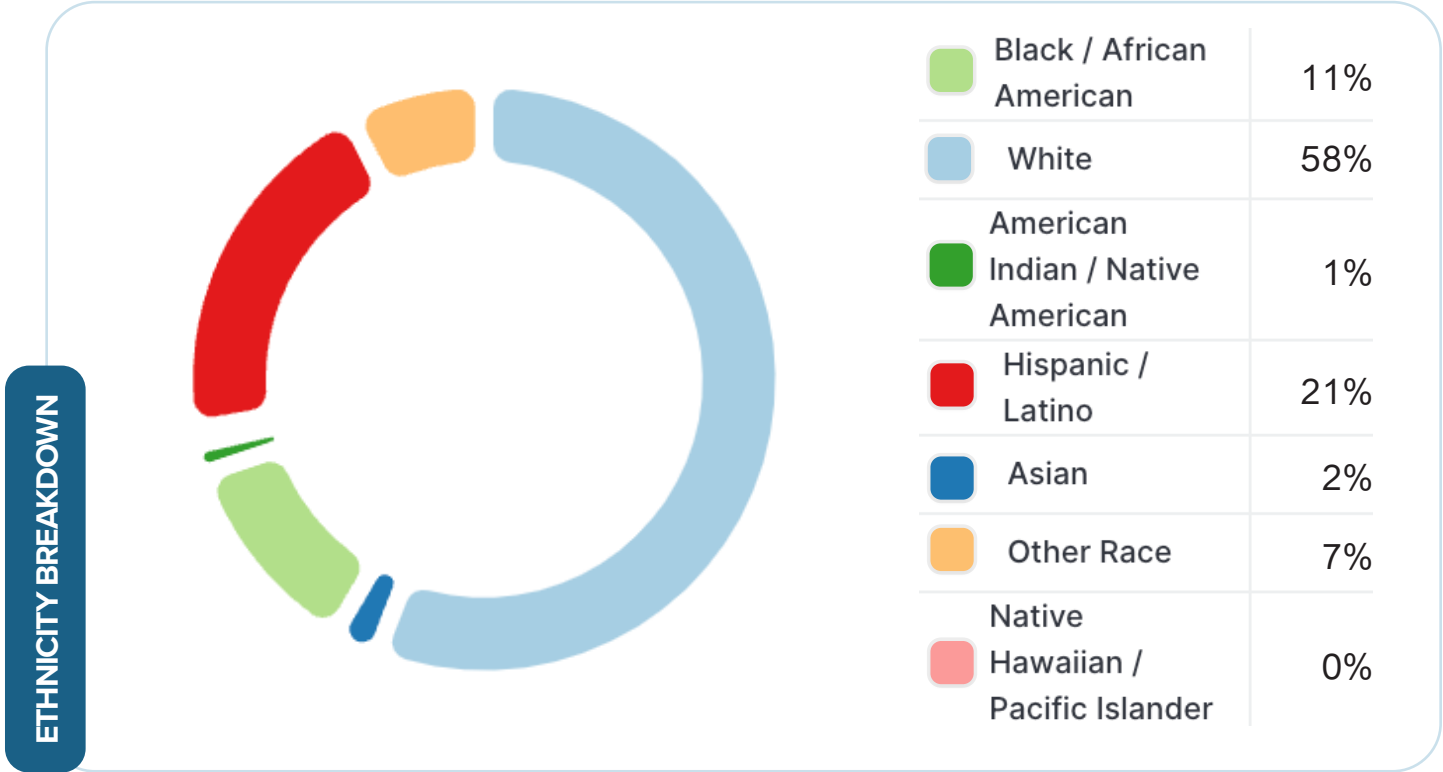
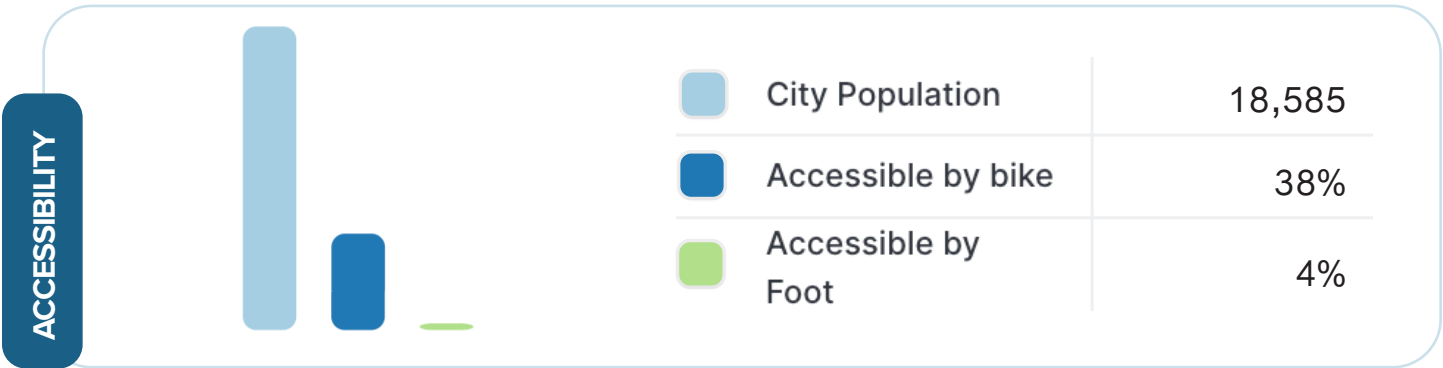


# LEVEL OF SERVICE MAPPING

## CURRENT NETWORK IMPACT

Anna, TX | 1 Fitness Court

### CITY POPULATION: 18,585



# NATIONAL FITNESS COURT® USAGE

## Setting the National Standards

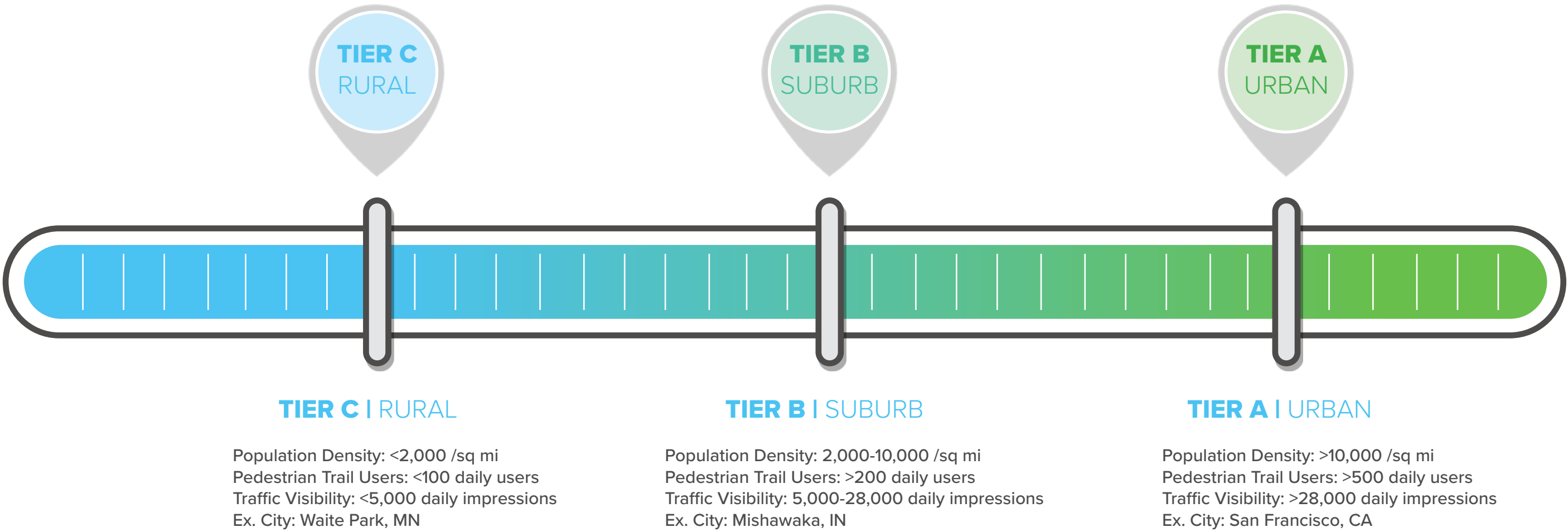
The benefits of the NFC program are far reaching, and include impacts on both physical and mental health. As NFC explores program impact, the immediate research focus around usage has centered around the typology and amount of people that can easily access the Fitness Courts, understanding that site placement in a visible and fitness forward space is essential to optimal usage. NFC has studied hundreds of site locations and has developed a unique formula based on pedestrian movement & infrastructure, accessibility, and population density of parntered cities.

### KEY INDICATORS TO INCREASE USAGE

- Site Location & Placement in Visible Location
- Greenway, Trail & Pedestrian Connectivity
- Local Awareness Campaigns & Promotion & Activation



### NATIONAL BENCHMARKING SCALE | FITNESS COURT USAGE



## CITY USAGE PROFILE

**Fitness Court® Usage based on National Standards**

### **Anna, TX:** Tier B - Suburban

**CITY POPULATION:** 18,585

**CITY POPULATION DENSITY:** 1,093 sq mi

**FITNESS COURT® NETWORK :** 1 site location

#### **National Average Est.**

*Tier B - Suburban*

(Based on Fitness Courts® open  
for 2 years or more)

**350**

*(unique users)*

**Average Annual Users**

**8,750**

*(uses per year)*

**Average Annual Usage**

**2,187,500**

*(calories per year)*

**Average Annual Calories Burned**

#### **Anna, TX Est.**

*Tier B - Suburban*

(Based on install in February 2023)

**515**

*(unique users)*

**Average Annual Users**

**12,875**

*(uses per year)*

**Average Annual Usage**

**3,218,750**

*(calories per year)*

**Average Annual Calories Burned**



**NETWORK EXPANSION**  
ANNA, TX

**Building a network of Healthy Infrastructure across the County**

NFC’s team of experts are now working across county boundaries to expand accessibility of outdoor infrastructure tying in county and city municipalities as well as collegiate and high school networks.

We’re mapping qualified sites for multi-year expansion and phasing within metropolitan regions to develop grant and sponsor funding for future years.

NATIONAL FITNESS CAMPAIGN

**BLUE CROSS AND BLUE SHIELD OF TEXAS**

PRESENTED BY

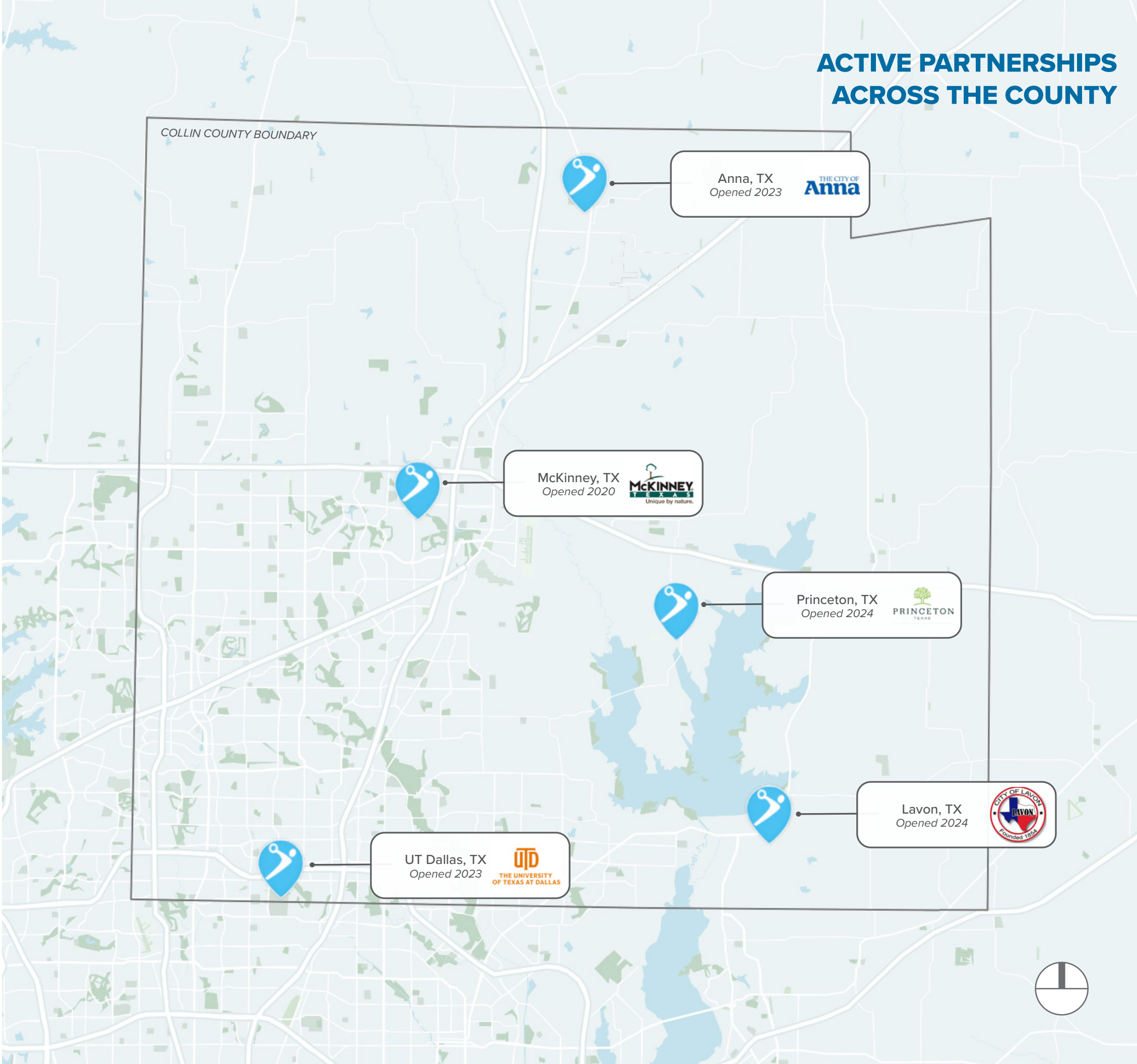


**BlueCross BlueShield of Texas**

**Now Funding Sites for 2024, 2025 & 2026**

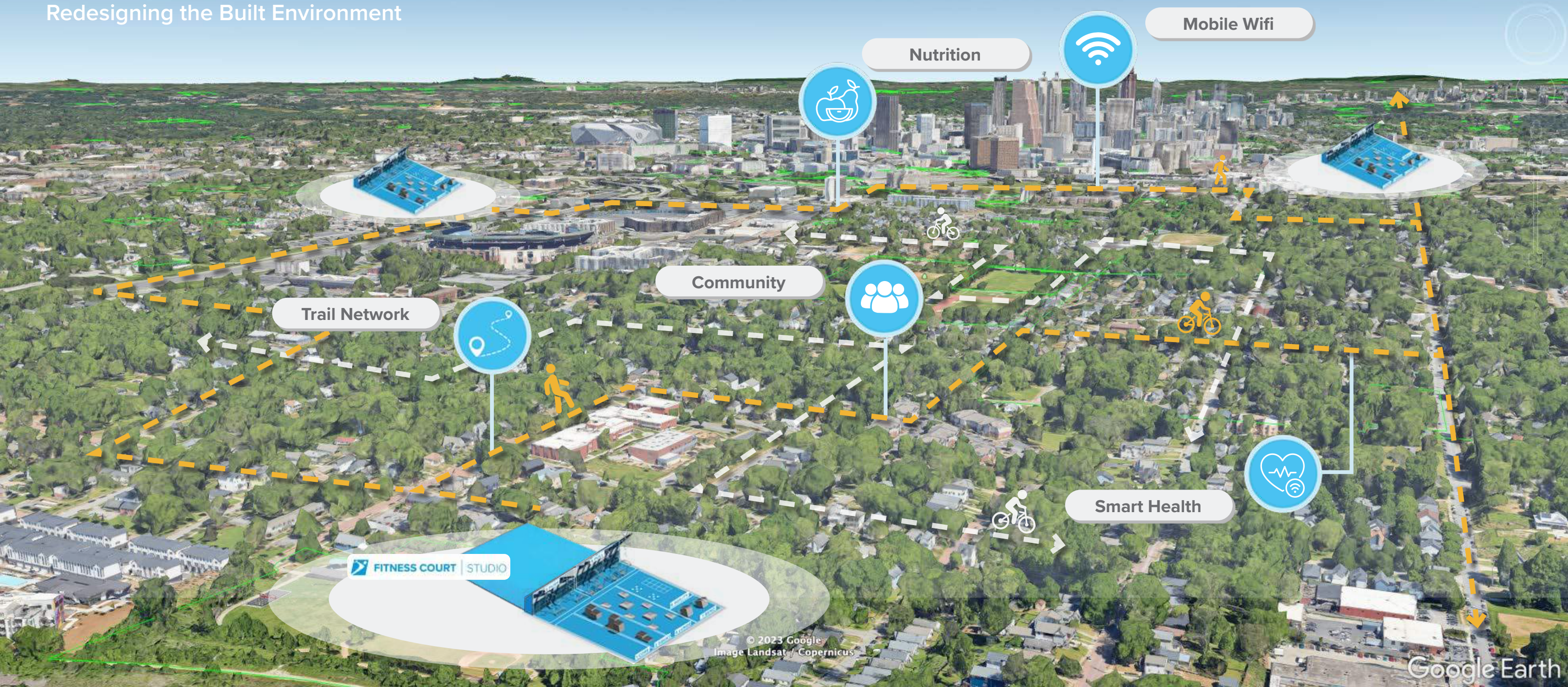
Over \$1,00,000 in Funding Now Available for Qualified Locations

**ACTIVE PARTNERSHIPS  
ACROSS THE COUNTY**



# HEALTHY INFRASTRUCTURE PLANNING

Redesigning the Built Environment



## BUILDING HEALTHY COMMUNITIES

Multi-site Phasing for Health Impact  
Healthy Site Score (HSS)



PLANNING



PHASING



LAYOUTS



PROJECTIONS



SCORES



MAPPING



TRAILS



**National Fitness Campaign**  
Grand Prairie , TX  
**2023**

**Grand Prairie**  
— T E X A S —

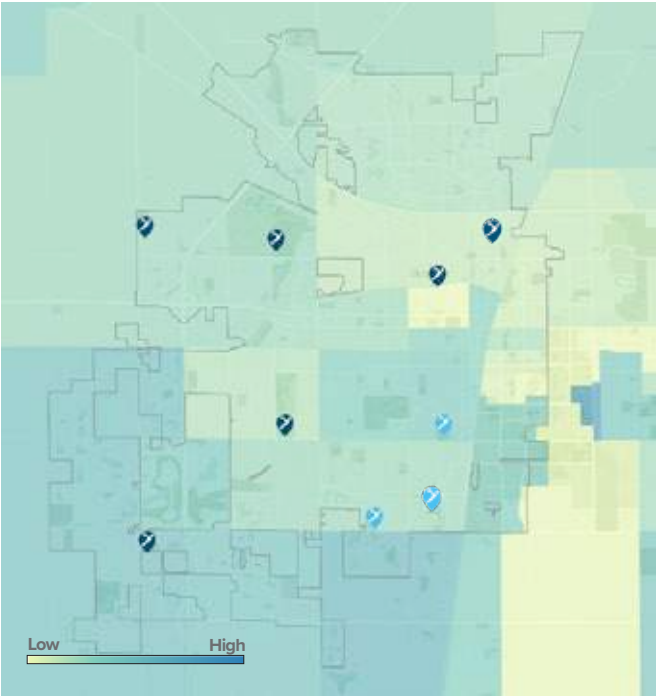


# CITY WIDE INVENTORY

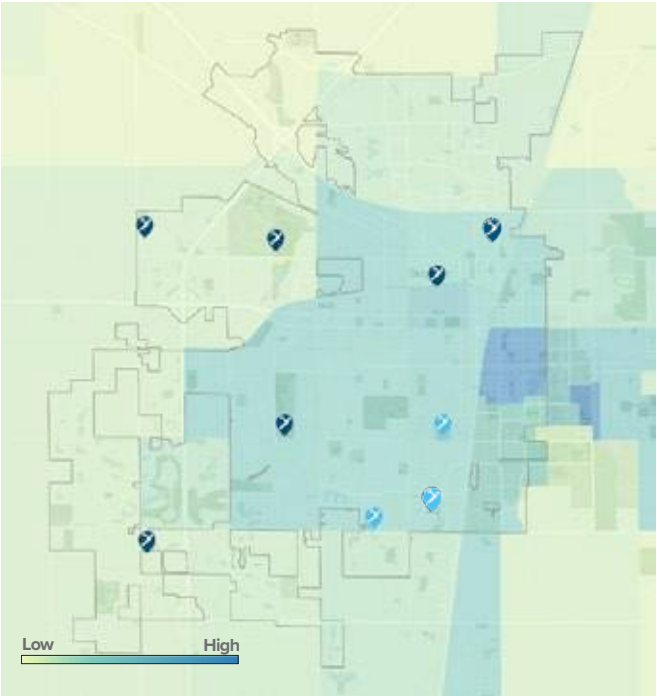
Physical & Social Data



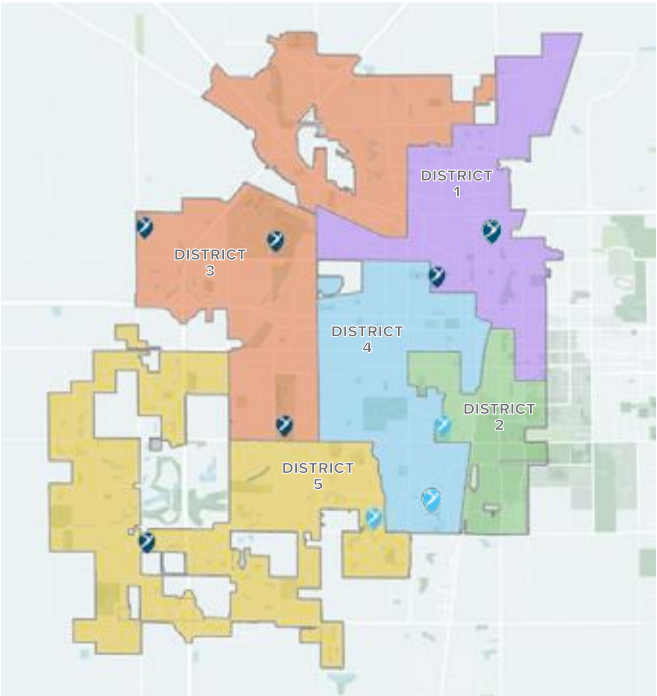
Feasibility Analysis Example



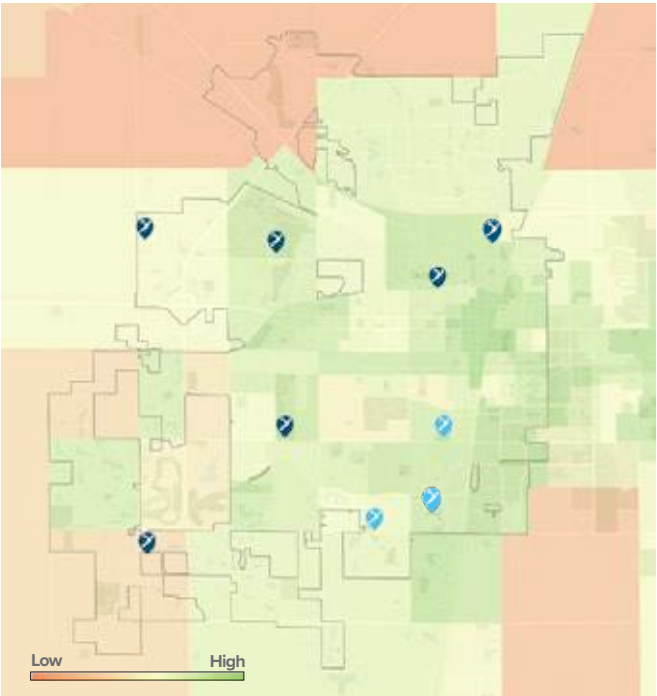
EQUITY MAP



POPULATION DENSITY



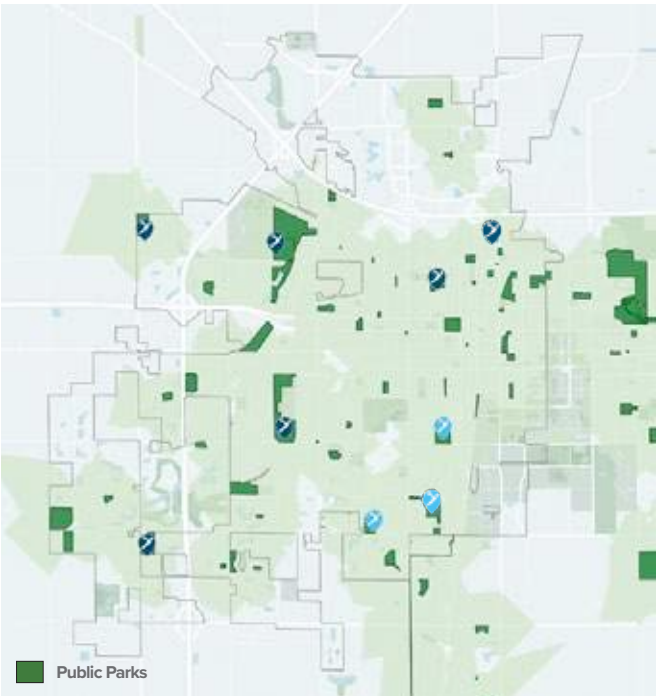
COUNCIL DISTRICTS



WALKABILITY



CYCLIST ACTIVITY



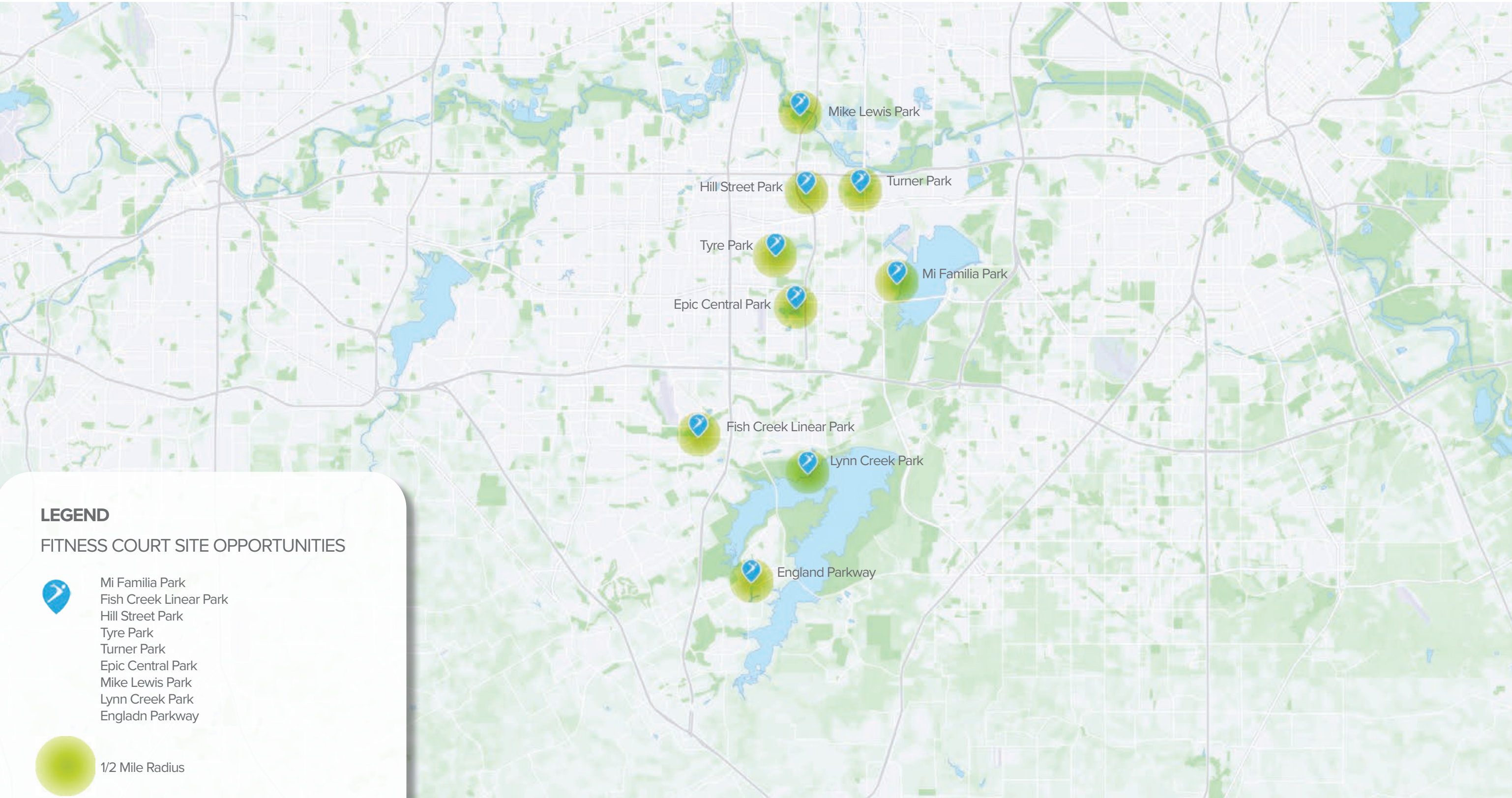
PARK OPEN SPACE

# OVERALL SITE PLAN

Grand Prairie, TX



Feasibility Analysis Example



# TOP SITE LOCATIONS

Grand Prairie, TX



Feasibility Analysis Example



Top Site Selection Matches for Maximum Grant Funding Opportunity



## Epic Central Park

- Top Scoring Elements:
- 1. Strong Civic Presence
  - 2. Excellent Internal circulation loop
  - 3. Adjacent to body of water



## Fish Creek Linear Park

- Top Scoring Elements:
- 1. Regional trail connectivity
  - 2. Connects multiple residential neighborhoods
  - 3. High pedestrian and cyclist activity



## Mi Familia Park

- Top Scoring Elements:
- 1. Adjacent to established neighborhood
  - 2. Good internal loop circulation
  - 3. Passive and active site opportunities

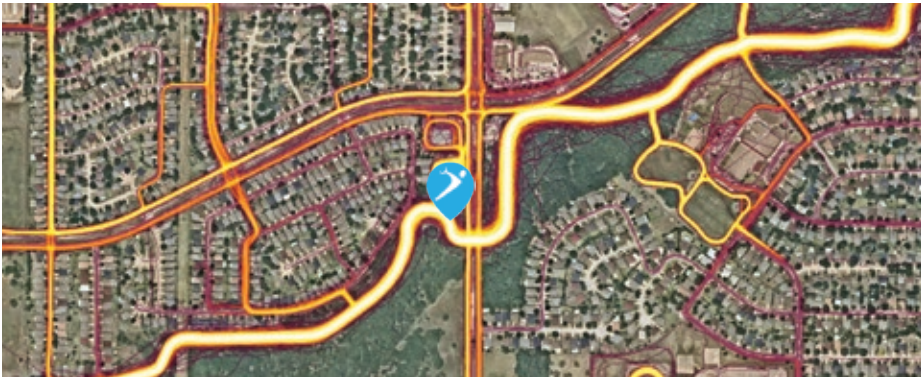


## Mike Lewis Park

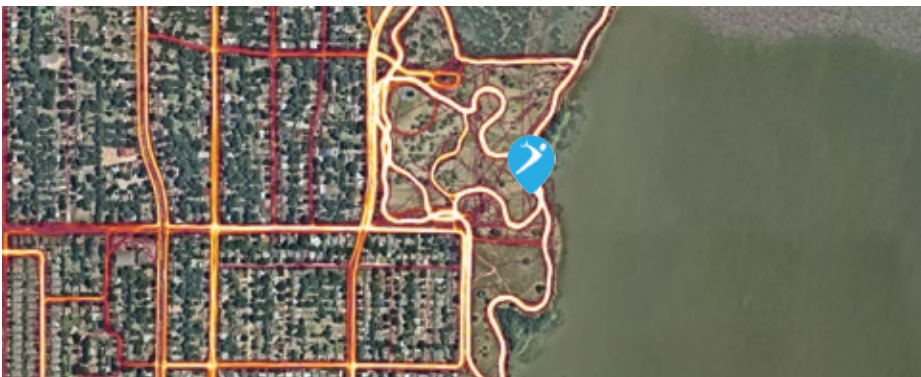
- Top Scoring Elements:
- 1. Regional Trail connectivity
  - 2. On site clustered amenities
  - 3. Great internal walking loop



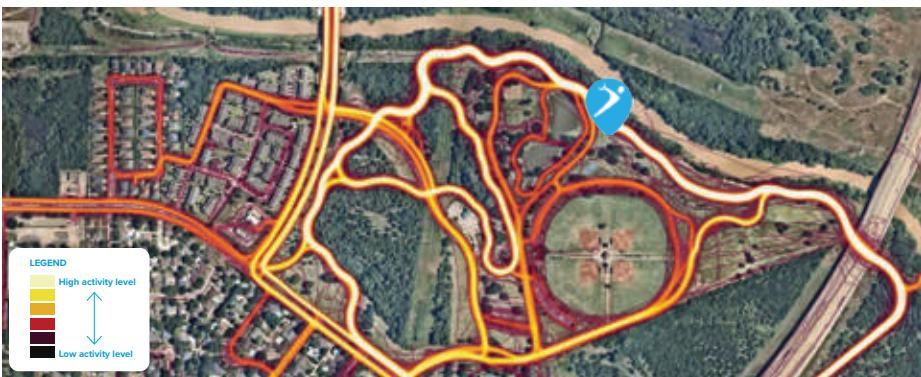
Epic Central Park



Fish Creek Linear Park



Mi Familia Park

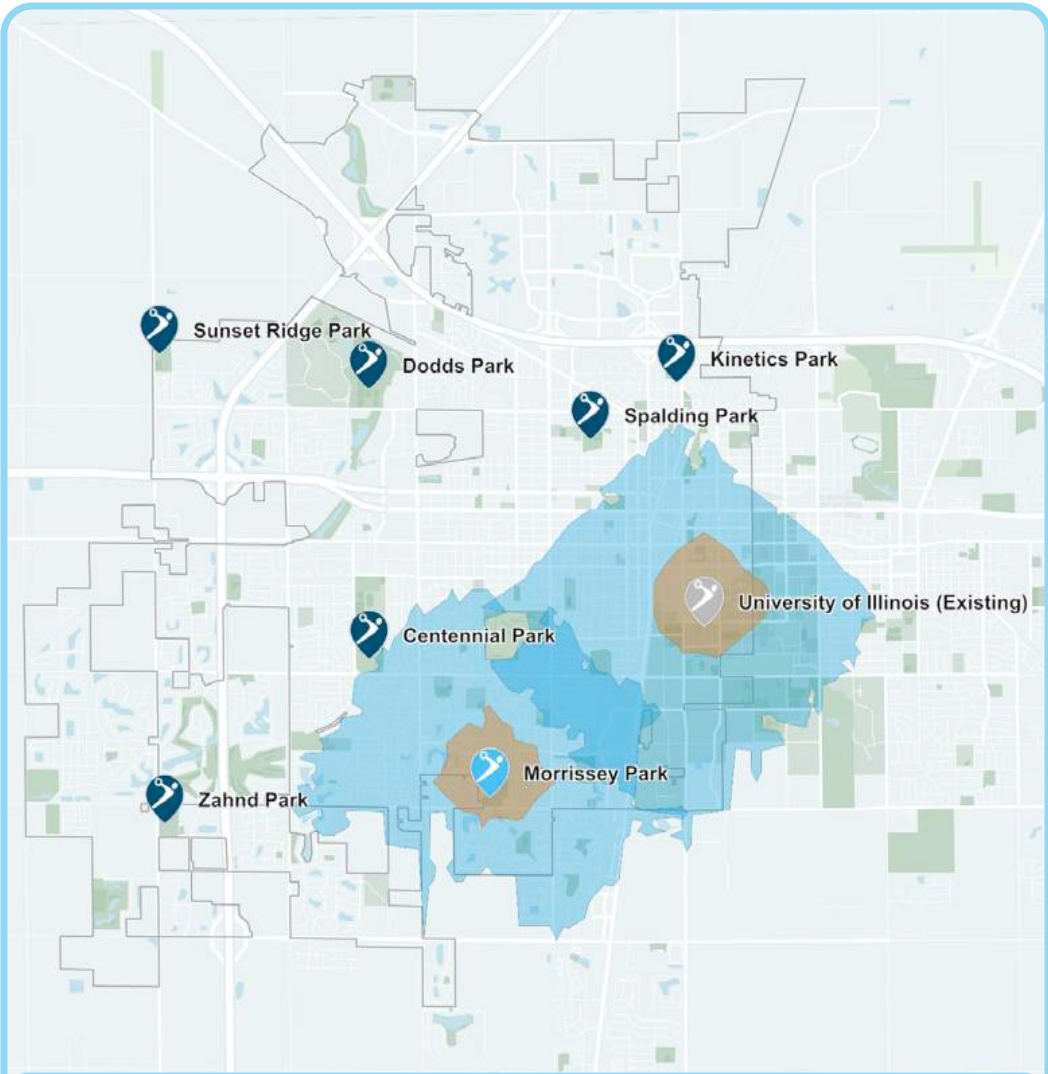


Mike Lewis Park

# BASELINE DENSITY PHASING PLAN

1 Fitness Court® Within a 10-Minute Bike Ride of Every Community Member

Feasibility Analysis Example

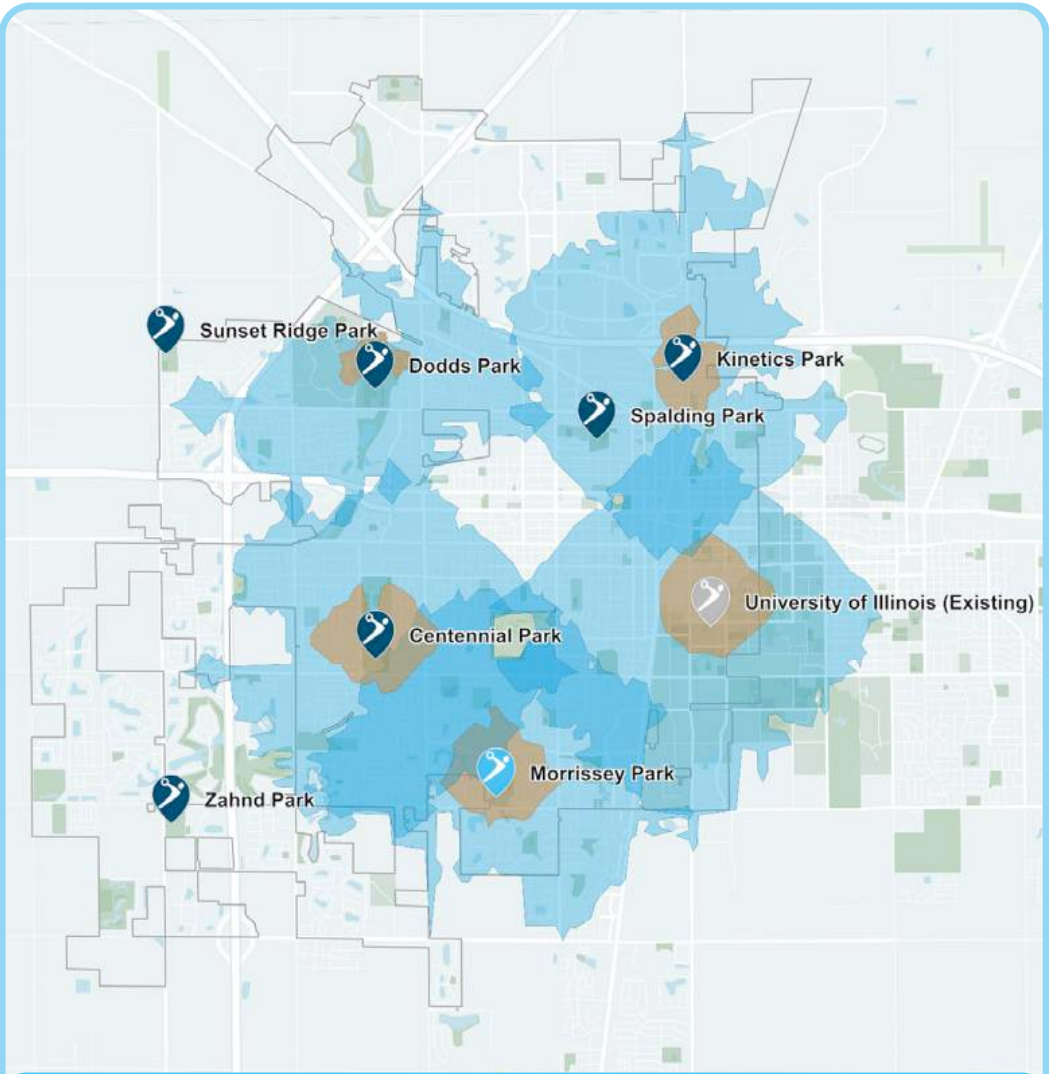


## PHASE 1

Morrissey Park - Pilot Location

43%

Baseline Density Build-out

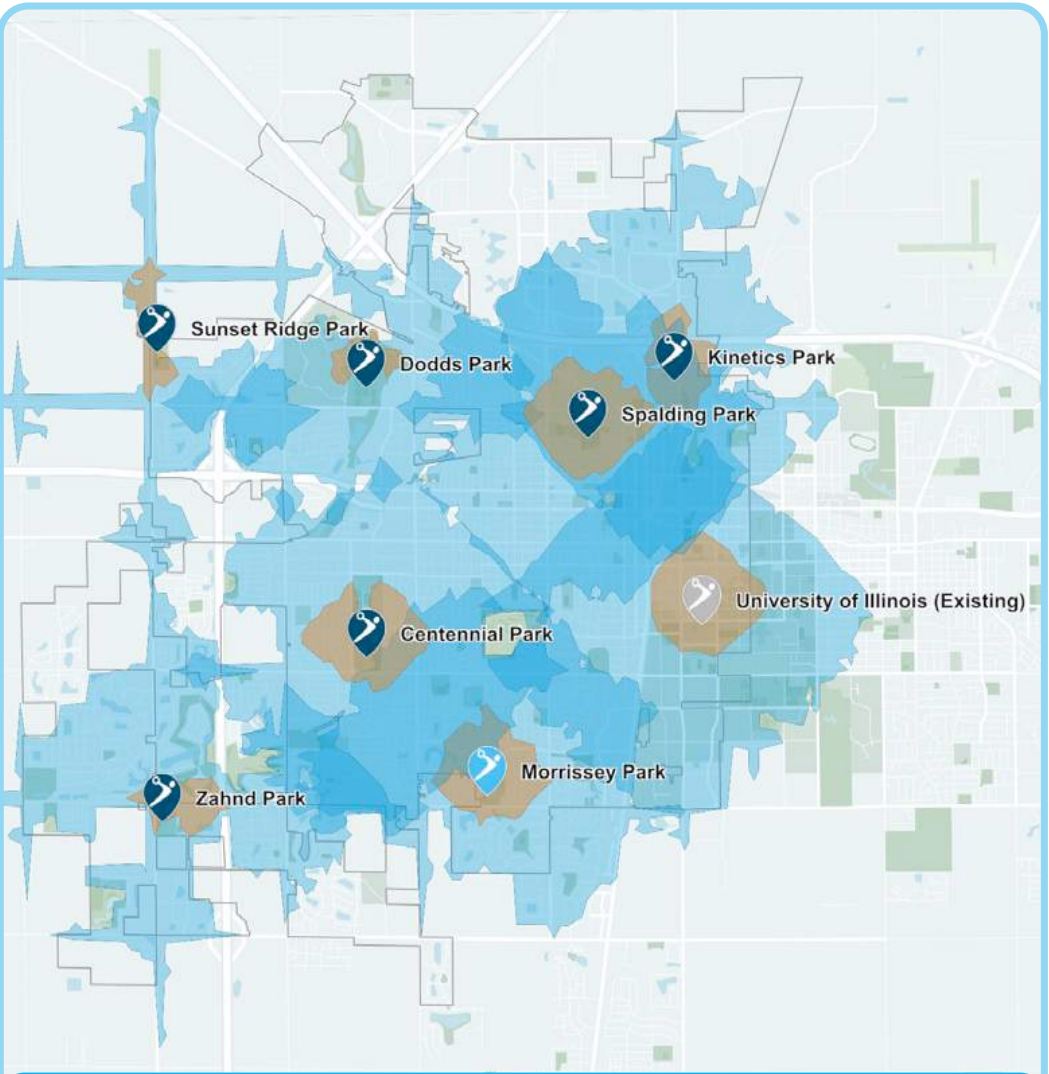


## PHASE 2

Centennial Park | Kinetics Park | Dodds Park

76%

Baseline Density Build-out



## PHASE 3

Zahnd Park | Sunset Ridge Park | Spalding Park

99%

Baseline Density Build-out



## 7 MOVEMENT FULL BODY WORKOUT SYSTEM

Fastest way to stay healthy in 7 minutes a day



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



**NEW FOR 2024!**

**FITNESS COURT® STUDIO**  
COMMUNITY WELLNESS HUB

**COMMUNITY WELLNESS PROGRAMMING**  
Welcomes Entire Community  
Mayors Wellness Series



HIIT



YOGA



ZUMBA



DANCE



STRETCH



KICKBOXING



TAI-CHI

THE POWER OF ART

Building America’s First Outdoor Kinetic Art Gallery



Keith Haring Fitness Court®  
Kutztown University, PA



Reno, NV  
Artist Remy Glock  
Photo provided by Eighty8Studios

Hunstville, AL  
Artist Jamal FRESKO Turner

Explore the Public Art Gallery and Meet the Artists



Basquiat Fitness Court®  
Deerfield Beach, FL

**FITNESS COURT®** AMBASSADOR  
SUPPORT YOUR COMMUNITY





# NEXT STEPS WITH YOUR PARTNERSHIP IN THE CAMPAIGN

## 1) FEASIBILITY STUDY

Funded by NFC Partners and  
Sponsors

- Pedestrian Infrastructure Analysis
  - Healthy Site Score (HSS)
  - Pre-qualify for funding

## 2) HEALTHY INFRASTRUCTURE EXPANSION PLAN

2024/2025 Funding Requirements  
*Pre-Qualify for Phase 2*

### GRANT FUNDING AVAILABLE:

**\$30,000-\$50,000** per site

*Grant funding typically supports about  
1/3 of funding requirement*

### PROGRAM FUNDING REQUIREMENT

**\$150,000-\$225,000 PER SITE**

## 3) ANNUAL PARTNERSHIP SUPPORT CALL

- Art and Design
  - Best Practices
- Annual Wellness Programs



# We're Building Healthy Communities Everywhere

Discussion - Q&A

Next  
Step



Release Grant Application if Appropriate