

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND CLARION ASSOCIATES, LLC, IN THE AMOUNT OF \$349,980.00, FOR CONSULTANT SERVICES RELATED TO THE REVIEW AND DEVELOPMENT OF ZONING, SUBDIVISION, LANDSCAPE AND SIGNAGE REGULATIONS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Professional Services Agreement between the Town of Addison and Clarion Associates, LLC, in the amount of \$349,980.00, for consultant services related to the review and development of zoning, subdivision, landscape and signage regulations, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 26<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

**AGREEMENT  
BETWEEN  
THE TOWN OF ADDISON, TEXAS (TOWN)  
AND  
Clarion Associates, LLC (CONSULTANT)**

**FOR**

**PROFESSIONAL CONSULTANT SERVICES RELATED TO REVIEW AND  
DEVELOPMENT OF ZONING, SUBDIVISION, LANDSCAPE AND SIGNAGE  
REGULATIONS.**

Made as of the 26<sup>th</sup> day of June in the year 2018,

BETWEEN the Town:     The Town of Addison, Texas  
                                  Address  
                                  Addison, Texas Zip Code  
                                  Telephone: (972) 450-7001

and the Consultant:     Clarion Associates, LLC  
                                  621 17<sup>th</sup> Street, Suite 2250  
                                  Denver, Colorado 80293  
                                  Telephone: (303) 830-2890

for the following Project:   Development Regulation Review and Revision

The Town and the Consultant agree as set forth below.

**THIS AGREEMENT** is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, **Clarion Associates, LLC**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement," and

**WHEREAS**, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, review and development of zoning, subdivision, landscape, and signage regulations within the Town of Addison, Texas; hereinafter referred to as "Project"; and

**WHEREAS**, the Consultant desires to render such professional services for the Town 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, and for the mutual benefits to be obtained hereby, the parties agree as follows:

## **ARTICLE 1 CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional services performed and/or furnished by Consultant under the terms and conditions of this Agreement shall be consistent with the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
  - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison 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 Addison Town Council's authorization for the Addison City Manager to execute said change order.
  - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

## ARTICLE 2 THE CITY'S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the "Project Manager"). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

## ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall not exceed **Three Hundred Forty-Nine Thousand, Nine Hundred Eighty and 00/100 Dollars (\$349,980.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
  - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
  - 3.3.3 Additional copies of final reports which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
  - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
  - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
  - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

**Hourly Billable Rates by Position**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Director	\$210.00
Senior Associate	\$130.00
Associate	\$80.00
Graphics	\$70.00
Legal	\$200.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the

submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant 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 Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town 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 Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope

of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project 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 Town** – The Project is the property of the Town, and Consultant 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 Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town 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 Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5**  
**CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, 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 Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town 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 Town 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. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability 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 Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town 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 Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, 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 Town 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 Town 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. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

**5.4 Circumstances Requiring Umbrella Coverage or Excess Liability Coverage**

– If Project size and scope warrant, and if identified on the checklist located in Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, 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 Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town 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 Town 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. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6  
CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

**ARTICLE 7  
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town 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 Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant 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 Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

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

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

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant 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 mediation to be conducted by a mutually acceptable mediator.

#### **ARTICLE 10 INDEMNITY**

CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT/TRADEMARK INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN 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 CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **ARTICLE 11 NOTICES**

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

**City Manager  
Town of Addison, Texas  
PO Box 9010  
Addison, Texas, 75001  
Telephone: (972) 450-7027**

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

**Clarion Associates  
Matt Goebel, Director  
621 17<sup>th</sup> Street, Suite 2250  
Denver, Colorado 80293**

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 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 "F," 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 modifies 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," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials

required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 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 the 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 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of 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 an 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.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **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.
- 12.13 **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.
- 12.14 **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.
- 12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

**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:** \_\_\_\_\_

**TOWN:**

Town of Addison, Texas

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

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

**CONSULTANT:**

Clarion Associates, LLC

By:   
Matt Goebel, Director

Date: 6-15-18

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public In and For the State of Texas  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, ~~Town of Addison, Texas City Manager~~, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated. *Colorado*

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of June, 2018.



Notary Public In and For the State of Texas *Colorado*  
My commission expires: October 8, 2020



**Exhibit "A"**  
**Scope of Services**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and Clarion Associates, LLC (Consultant)**  
**to perform Professional Consultant Services for Development Regulation Review**  
**and Revision**

**Project Scope**

**Task 1: PUBLIC PARTICIPATION AND PROJECT MANAGEMENT**

**1.1. PUBLIC PARTICIPATION PLAN**

At the beginning of the project, Clarion will finalize and discuss a detailed public participation plan with Town staff. The plan will take full advantage of the various forums available that we have found helpful in other code projects. In particular, the plan will emphasize public involvement, regular workshop meetings with an Advisory Committee, regular reports to elected and appointed officials, and public meetings at important milestones during the process. We recommend that staff and officials begin thinking early about the formation and membership of an Advisory Committee.

Specific issues the draft public participation plan will address will include, but not be limited to:

- The role of the Advisory Committee in helping to educate and inform the public. Often, committee members can serve as trusted liaisons to keep various groups informed of project progress and to seek detailed input on targeted issues.
- Potential educational opportunities, such as "zoning 101" presentations to help inform the public about the need for an updated ordinance.
- How technology will be used to keep Addison stakeholders informed about project progress.
- The overall schedule/timeline for public participation activities throughout the duration of the project.

The plan will be developed prior to the project orientation meeting; following discussion at that meeting, we will prepare a final version for implementation throughout the duration of the project.

Other public engagement techniques that we often use and may be considered include:

- Press coverage of the project goals, scope, and timetable at project inception.
- Informal open houses (showcasing pictures and graphics illustrating the impacts of proposed zoning regulations).
- Online surveys.
- Individual and group meetings with stakeholders.

- An open email list so that stakeholders can receive regular project updates, particularly when new interim work products become available for public review.
- Well-publicized public meetings to present work products and receive community feedback.

### 1.2. ADVISORY COMMITTEE AND PUBLIC MEETING MATERIALS

For all Advisory Committee and public meetings described in this scope, Clarion will create informative and graphically rich materials and presentations that are tailored to the specific issues and topics to be discussed and presented, and to the intended audiences. These will be prepared in a variety of formats, such as PowerPoint presentations and detailed information sheets. The table below summarizes when Clarion will facilitate meetings with the Advisory Committee, the Planning Commission, and the City Council.

### 1.3. MEETING FACILITATION

In addition to preparing meeting materials, Clarion will facilitate several meetings at key times throughout the project, as summarized in the table below. The focus and format of the meetings may range (e.g., small workshops, open houses, round tables, public hearings) depending on the project timing, the information being presented for review and discussion, or the intended audience. The general intention of all meetings will be to solicit meaningful feedback from a variety of Addison's stakeholders.

Summary of Trip Meetings						
Task	Deliverable	Advisory Committee	Stakeholder Groups	Public Meeting	Planning Commission	City Council
2.2; 2.3; and 2.4	Project Orientation Meeting & Tour	✓	✓	✓		✓
3.2	Ordinance Assessment & Annotated Outline	✓	✓	✓		✓
4.2.a	Phase 1 – Zone Districts & Uses	✓	✓	✓	The Planning Commission is invited to attend meetings with the City Council.	✓
4.2.b	Phase 2 – Development & Design Standards	✓	✓	✓		✓
4.2.c	Phase 3 – Administration & Procedures	✓	✓	✓		✓
4.2.d	Phase 4 – Signs	✓	✓	✓		✓
4.4	Consolidated Draft UDO	✓	✓	✓	[preliminary report]	✓
					[1st public hearing]	
					[2nd public hearing]	
		✓	✓	✓	[final report]	
4.5	Adoption Draft UDO					✓
						(if necessary)

NOTE: Each row represents one trip by Clarion, for a total of 12 trips. Each trip is budgeted as two days, one night.

#### 1.4. PROJECT MANAGEMENT

##### 1.4.a. Maintaining Project Schedule and Budget

As part of the project orientation task below, Clarion will work with Town staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods. We have found these schedules to be critical to maintaining project momentum. Clarion has an enviable record of completing projects on time and within budget. Our success is due in part to our regular communication with our clients throughout the project and our ability to make adjustments when necessary.

##### 1.4.b. Conference Calls and Meetings

Throughout the duration of this project, Clarion will be available to participate in regular conference calls, as needed, to assist in providing relevant project reviews and updates. With a land development code update, there can be both periods of daily communication and also periods where Clarion is in the background drafting materials. During those times, we like to communicate regularly with our clients to make sure they understand exactly where the project stands in relation to the schedule. We are also well-versed in GoTo Meeting and similar online tools for meetings that require review of documents or presentation materials using a shared screen and/or video teleconferencing platform.

#### 1.5. PROJECT WEBSITE

Clarion will develop and host a basic website for the project to provide an online central location for uploading key background resources and project materials. Clarion will update the site as necessary (e.g., to provide notice of public meetings and to upload PDF versions of project documents). Clarion will register a domain name (chosen in consultation with Town staff), and will host the site for a maximum of 24 months. During that time, any updates, additional content, or other changes or maintenance to the site would be completed by Clarion. The site will provide an opportunity for public comments to be submitted; these will be provided to Town staff for incorporation into other public comments received.

Summary of Task 1: Public Participation and Project Management	
Deliverables	Town Staff Responsibilities
Consultant Team Responsibilities	
<ul style="list-style-type: none"> <li>• Prepare Public Participation Plan</li> <li>• Draft presentations for Advisory Committee and public meetings</li> <li>• Prepare meeting materials for facilitating public meetings and Advisory Committee meetings, including handouts or other visual materials</li> <li>• Facilitate meetings with the public, appointed officials, elected officials, and/or other interest groups (meetings specified in later tasks)</li> <li>• Maintain project budget and schedule</li> <li>• Facilitate regular communication with Town staff</li> <li>• Develop basic project webpage as location for uploading key background resources and project materials; update as necessary; host webpage for 24 months</li> </ul>	<ul style="list-style-type: none"> <li>• Review public participation plan and provide feedback</li> <li>• Establish project Advisory Committee</li> <li>• Review content and provide feedback</li> <li>• Distribute background information prior to meetings</li> <li>• Schedule meetings with appropriate stakeholders</li> <li>• Organize public meetings (secure location, logistics, notices, etc.)</li> <li>• Attend and participate in meetings</li> <li>• Review project schedules and provide feedback</li> <li>• Participate in regular meetings with consultant</li> <li>• Gather public comments submitted to the website for consolidation with other public and staff comments.</li> </ul>
Schedule	
Ongoing throughout duration of project, as described in subsequent tasks	

## Task 2: PROJECT ORIENTATION

This task is designed to serve as a kick-off for the entire project, and allows for the collection of background information to lay a foundation for all subsequent project-related work.

### 2.1. BACKGROUND RESEARCH

As a first step, the team will review in greater detail the *Town of Addison Comprehensive Plan* and subsequent plan amendments, the existing Code of Ordinances and zoning map, the *Master Transportation Plan*, Special Study Areas, and any other relevant plans and policies as identified by Town staff. This background review will form the basis for the initial meetings described below.

### 2.2. PROJECT ORIENTATION MEETING AND TOUR

On a kick-off trip, the team will hold a project orientation meeting with Town staff to discuss overall project goals and to finalize the project work plan and schedule. The team will also discuss the public engagement process to inform the public participation plan, as described earlier. On the same trip, get-acquainted meetings will be held with the elected and appointed officials as recommended by Town staff. We will tour Addison with Town staff so the team can gain an understanding of how key substantive issues are playing out in practice, for example, looking at instances of relatively good and not-so-good development projects.

### 2.3. INITIAL ADVISORY COMMITTEE MEETING

On the same trip as the kick-off meetings described above, the team will work with the Town project manager to arrange an initial meeting and kick-off with the Advisory Committee. During this meeting, the team will provide an introduction to the project scope and schedule, and facilitate a discussion with the Advisory Committee to explore ideas to generate meaningful stakeholder involvement and to learn about the Committee's overall goals for this project. As previously mentioned, Town staff should begin thinking about the composition of the Advisory Committee as soon as possible (if one has not already been established), well before the project kick-off.

### 2.4. STAKEHOLDER INTERVIEWS

On the same trip as the kick-off meetings described above, the team will begin the public participation process by facilitating detailed discussions of land development issues with a variety of Addison stakeholders. These discussions will be held on a one-on-one or very small group basis with individuals who are familiar in some way with the existing code or land use issues generally in Addison, such as neighborhood advocates, developers, business owners, consultants, and attorneys. Additionally, we will develop a survey (both printed and online) to be circulated among stakeholders, including staff in other Town departments. This survey will help produce a thorough analysis and record of the existing Ordinance's strengths and weaknesses and will help inform proposed changes. If recommended by the Town, we also will facilitate a general public meeting on the same trip to introduce the project to the general public.

Summary of Task 2: Project Orientation	
Deliverables	
Consultant Team Responsibilities	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>Review background documents</li> <li>Prepare survey for staff distribution</li> </ul>	<ul style="list-style-type: none"> <li>Provide data and documents not currently available from the Town's website</li> <li>Review survey and provide feedback</li> <li>Distribute survey internally and make available to the public</li> </ul>
Projected Meetings	
Consultant Team Responsibilities	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>Facilitate project orientation meetings with staff and Advisory Committee (and Town officials as recommended by staff)</li> <li>Participate in tour of Addison</li> <li>Conduct stakeholder interviews</li> </ul>	<ul style="list-style-type: none"> <li>Organize meetings (secure location, logistics, notices, etc.)</li> <li>Attend and participate in meetings</li> <li>Schedule meetings or work-session to introduce consultants to the decision makers</li> <li>Organize tour of Addison and distribute tour maps/materials in advance (if applicable)</li> <li>Identify stakeholders and schedule interviews</li> </ul>
Schedule	
Within two months of project initiation.	

### Task 3: ORDINANCE ASSESSMENT AND ANNOTATED OUTLINE

#### 3.1. ORDINANCE ASSESSMENT AND ANNOTATED OUTLINE –STAFF DRAFT

Based on our professional experience, and building on information gathered during Tasks 2, Clarion will prepare a detailed assessment of the current Addison Code of Ordinances, specifically related to the Town's zoning, subdivision, landscaping, and signage regulations. This assessment will address issues such as, but not limited to:

- The Ordinance's effectiveness in implementing, and consistency with the Comprehensive Plan;
- Overall organization and user-friendliness of the Ordinance;
- How the Ordinance responds to the project goals in the RFQ (not listed here, to conserve space);
- Development review procedures as described in the Ordinance, and as carried-out in practice;
- Strengths and weaknesses of the existing Ordinance related to the above topics;
- National best practices relevant to the Town of Addison; and
- Opportunities to streamline application and review process, correct inconsistencies between the Ordinance and relevant policies, and suggest ways to make the application and review procedures clearer and more user-friendly.

Along with the ordinance assessment, Clarion will prepare a detailed annotated outline for updated ordinances. One important substantive goal of the assessment/outline is to clarify whether the zoning, subdivision, landscape, and signage regulations will be updated and maintained as separate documents or consolidated into a unified development code. We have extensive experience with both approaches and understand the pros and cons of maintaining freestanding documents versus consolidation. We will work with staff and Town officials to develop a recommended approach that is presented in the annotated outline.

If the Town elects to pursue a UDC, the outline will provide detailed recommendations for an improved organizational structure, and describe how the new UDC will be integrated with other Addison regulations and ordinances. The annotated outline will include a description of innovative options to consider, and commentary explaining the rationale for any recommended approaches.

The first draft of the ordinance assessment and annotated outline will be for internal staff review only. That review allows staff time to provide Clarion with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review.



### 3.2. ORDINANCE ASSESSMENT AND ANNOTATED OUTLINE – PUBLIC DRAFT

After the team revises the staff draft, based on one round of consolidated written comments from staff, a public draft will be released. We will convene a meeting with the Advisory Committee and one public meeting (potentially with the Planning and Zoning Commission) to discuss the report and receive comments. The general objective of these meetings will be to gain consensus on the general scope and parameters of the issues to be addressed in the drafting of the new ordinance. In our experience, obtaining early consensus on issues contained in the report is a crucial step toward ensuring that the remainder of the process proceeds smoothly and effectively.

Summary of Task 3: Ordinance Assessment and Annotated Outline	
Consultant Team	
Responsibilities/Deliverables	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>Prepare staff draft of the Ordinance Assessment and Annotated Outline</li> <li>Prepare the public draft of Ordinance Assessment and Annotated Outline</li> </ul>	<ul style="list-style-type: none"> <li>Review draft and provide one round of consolidated written comments</li> <li>Distribute public draft</li> </ul>
Projected Meetings	
Consultant Team Responsibilities	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>Present public draft of Ordinance Assessment and Annotated Outline (Advisory Committee; public meeting on same trip)</li> </ul>	<ul style="list-style-type: none"> <li>Organize meetings with the Advisory Committee and public and distribute background materials prior to the meetings</li> </ul>
Schedule	
Deliver staff draft within two months of project orientation meetings	

## Task 4: PREPARE DISCUSSION DRAFT UDC

### 4.1. DRAFT UNIFIED DEVELOPMENT CODE – STAFF DRAFTS

Following completion and approval of the ordinance assessment and annotated outline, Clarion will begin drafting the revised UDC according to the agreed-upon structure. Document drafts will be user-friendly and include all the substantive new materials discussed in the earlier reports. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. The drafts will include commentary and footnotes to explain changes from current regulations and practice and the rationale behind each new provision. The commentary and footnotes will also demonstrate how the revised code addresses the issues noted in ordinance assessment and the annotated outline where applicable.

The updated UDC will likely include a substantial amount of new information, presented in a new format. It will be difficult for any review body – staff, stakeholders, community members – to read and digest all of the new information in its entirety. We recommend dividing the drafting of the new UDC into four phases. While the specific order and contents of each is up for discussion, below we suggest a typical breakdown that has worked well in other communities.

#### 4.1.a. Phase 1 – Zone Districts and Uses

This component will include drafts of the proposed districts (new or existing districts, plus dimensional standards) and the uses allowed by right or by review in each district. Districts will reflect Addison's needs based on the *Town of Addison Comprehensive Plan* and other area-specific planning efforts. This material is the backbone of most zoning codes and it is important that zoning districts are drafted simultaneously to ensure they use a consistent vocabulary and that the proposed districts are not overlapping or repetitive. The districts will include both text and illustrations for each district that address applicable use, scale, siting, and (potentially) building form. One important component of this work is to modernize and simplify permitted use lists and controls to allow flexibility for market-driven adjustments, to address more modern and emerging land uses, and to remove antiquated uses.

**4.1.b. Phase 2 – Development and Design Standards**

This component will include standards that address the look and feel of new development and redevelopment (e.g., landscaping, parking, connectivity, building design, and lighting). The development standards are also expected to address environmental and open space protection, sustainability (e.g., renewable energy infrastructure), redevelopment and infill standards, and area-specific standards.

**4.1.c. Phase 3 – Administration and Procedures**

This component will outline all the review and approval procedures in Addison related to land use and development. Existing procedures will be reviewed and updated and/or completely rewritten with general goals of promoting efficient and predictable decision-making. All responsibilities of the various review and decision-making bodies will be summarized in an easy-to-read table. This phase will also cover general provisions, enforcement procedures, and rules for nonconformities.

**4.1.d. Phase 4 – Signs**

This component will include revisions to Addison's signage and advertising standards to ensure the regulations are content neutral and in-line with recent case law. Rather than folding this component into Phase 2, Development and Design Standards, staff has requested that signage and advertising be drafted and reviewed separately to ensure it receives adequate attention.

For all four phases, Clarion will work with Town staff during the annotated outline stage to identify specific articles/chapters to include in each phase. We recommend including applicable definitions in each phase, building up to a final consolidated list of definitions.

For each of the four phase, a staff draft will be created and circulated for review by key staff to check the factual accuracy (e.g., to ensure any procedures to be carried forward are described correctly) and feasibility of recommended changes. Each staff draft will be accompanied by a cover memorandum that summarizes the major new features of the draft, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first phase, the team will begin drafting the second phase, and so on. Following this schedule, drafting and staff review proceeds in an efficient manner that maintains project momentum.

**4.2. DRAFT UNIFIED DEVELOPMENT CODE - PUBLIC DRAFTS**

Based on staff comments, the team will produce revised, refined drafts of each phase for broad distribution to the Advisory Committee, key stakeholders, and the public.

With each public draft, Clarion will schedule a trip to present the material as outlined in the Table in Task 1.3. We recommend a minimum of three meetings to occur on the same trip for each phase – one for the Advisory Committee, one for the general public, and one to update the City Council and Planning Commission. (All trips in this scope are budgeted at two days, one night.) City staff may also schedule stakeholder meetings during each phase to provide updates and to solicit additional feedback. Rather than holding two separate meetings to brief the Planning Commission and City Council, we recommend the Planning Commission be invited to attend the City Council meeting where project material will be presented. Clarion will facilitate the meetings and prepare materials and presentations for such meetings, seeking staff review and input before finalizing them. We anticipate staff will attend and provide brief introductions and participate in the majority of the public meetings.

**4.3. TESTING THE UNIFIED DEVELOPMENT CODE**

Clarion will work with Town staff to identify appropriate testing scenarios for the new draft UDC standards. As one option, Clarion can provide testing on hypothetical projects using a "before and after" approach by which we demonstrate the scope and challenges with a project under the current ordinances followed by the same project under the proposed UDC. Another option would be to select various hypothetical or real projects that address known issues in the community (such as parking, landscaping, or design) or related to the approval procedures for certain types of projects. The key characteristics that would change based on the new UDC would be summarized

for each scenario in a brief handout or PowerPoint presentation. Additional specifics on the testing scenarios and their presentation should be discussed with staff in greater detail during project kick-off.

#### 4.4. CONSOLIDATED DRAFT UNIFIED DEVELOPMENT CODE

Based on comments received from staff, the Advisory Committee, other stakeholders, and the general public, we will revise the public draft phases to create a Consolidated Draft Unified Development Code. We recommend at least three meetings during the first trip for the consolidated draft, including one Advisory Committee meeting, one general public meeting, and one Planning Commission meeting (all scheduled on one trip). Stakeholder and City Council meetings may also be scheduled during that trip.

This phase will also include two additional trips where Clarion will attend formally-noticed public hearings with the Planning Commission, as required by Chapters 211, 212, and 213 of the Texas Local Government Code. Clarion representatives will lead the development of all meeting materials and will be available in person to present the materials at these meetings. We will also present the results of the testing scenarios at these meetings.

#### 4.5. ADOPTION DRAFT UNIFIED DEVELOPMENT CODE

After receiving comments on the Consolidated Draft Unified Development Code, Clarion will revise the document and create an Adoption Draft Unified Development Code to be carried forward into the adoption process. This draft will include final versions of all illustrations, charts, and tables.

Summary of Task 4: Prepare Discussion Draft UDC	
Consultant Team	
Responsibilities/Deliverables	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>Prepare Staff Drafts of UDC (in four phases)</li> </ul>	<ul style="list-style-type: none"> <li>Review drafts and provide one round of consolidated written comments on each phase</li> </ul>
<ul style="list-style-type: none"> <li>Prepare Public Drafts of UDC (in four phases)</li> </ul>	<ul style="list-style-type: none"> <li>Review Public Drafts and note any further comments</li> <li>Consolidate comments from stakeholders and public on each phase</li> </ul>
<ul style="list-style-type: none"> <li>Test draft UDC standards and procedures based on pre-determined scenarios</li> </ul>	<ul style="list-style-type: none"> <li>Work with consultant to identify appropriate testing scenarios and methodologies</li> </ul>
<ul style="list-style-type: none"> <li>Prepare Consolidated Draft UDC (one consolidated draft)</li> </ul>	<ul style="list-style-type: none"> <li>Review public draft and note any further comments</li> </ul>
<ul style="list-style-type: none"> <li>Participate in three public hearings (three trips)</li> </ul>	
<ul style="list-style-type: none"> <li>Prepare Adoption Draft UDC</li> </ul>	
Projected Meetings	
Consultant Team Responsibilities	Town Staff Responsibilities
<ul style="list-style-type: none"> <li><b>Public Draft UDC:</b> Present public drafts of four phases to Advisory Committee and public to solicit feedback</li> </ul>	<ul style="list-style-type: none"> <li>Organize meetings and distribute background materials prior to the meetings</li> <li>Consolidate comments from stakeholders and public on each phase</li> </ul>
<ul style="list-style-type: none"> <li><b>Consolidated Draft UDC:</b> Present public draft to Advisory Committee, the public, and the Planning Commission to solicit feedback</li> </ul>	<ul style="list-style-type: none"> <li>Organize meetings and distribute background materials prior to the meetings</li> <li>Consolidate comments from stakeholders and public</li> </ul>
Schedule	
Deliver and hold public meetings on Consolidated Draft UDC within 21 months of project initiation (to allow three months for final adoption)	

### Task 5: UNIFIED DEVELOPMENT CODE ADOPTION

#### 5.1. EXECUTIVE SUMMARY

Clarion will provide the Planning and Zoning Commission and the City Council with the Final Adoption Draft Unified Development Code in a form appropriate for their review and consideration for final adoption. To accompany the Final Drafts, Clarion will prepare an Executive Summary that describes the project and the final



documents, detailing comparisons between the existing and proposed ordinances, and summarizing all major changes.

## 5.2. ADOPTION DRAFT PRESENTATION AND PUBLIC MEETINGS

Clarion will assist Town staff in the presentation of the Final Adoption Draft at public meetings (suggested three minimum), developing materials for each. Clarion will then make additional rounds of edits based on feedback received at the public meetings, based on consolidated written direction provided by staff. Additional meetings can be added as necessary.

## 5.3. FINAL UNIFIED DEVELOPMENT CODE

Based on comments and direction from the City Council, the public, and staff, as summarized in consolidated written direction provided by staff, we will create the final adopted draft of the new Unified Development Code for the Town's files. This final draft will be prepared to live on the Town of Addison's website in a user-friendly and searchable format. We can also discuss with staff other opportunities for developing an interactive web format for the new code.

## 5.4. UNIFIED DEVELOPMENT CODE SUMMARY POWERPOINT

Following the final adopted draft of the new UDC, Clarion will prepare a PowerPoint presentation that walks through the changes from the old Ordinances to the new UDC and highlights some of the new features of the UDC. Clarion will walk through the presentation with staff using *GoToMeeting* or a similar platform as phase of this proposed scope of work. Clarion will be available to facilitate additional in-person training for staff and/or other stakeholders upon request.

Summary of Task 5: UDC Adoption	
Consultant Team Responsibilities	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>• Submit final drafts</li> <li>• Prepare executive summary to accompany final drafts</li> <li>• Participate in three public meetings (three trips)</li> <li>• Make edits to Adoption draft following each public meeting based on consolidated written comments from staff</li> </ul>	<ul style="list-style-type: none"> <li>• Organize meetings and distribute background materials prior to the meetings</li> <li>• Consolidate comments from stakeholders and public on each iteration of the Adoption draft</li> </ul>
Projected Meetings	
Consultant Team Responsibilities	Town Staff Responsibilities
<ul style="list-style-type: none"> <li>• Present Adoption drafts in Addison at public meetings (three trips)</li> </ul>	<ul style="list-style-type: none"> <li>• Organize meetings and distribute background materials prior to the meetings</li> <li>• Consolidate comments from stakeholders and public on each draft</li> </ul>
Schedule	
Hearings TBD	

## Project Schedule

A schedule for all tasks is set forth below. Based on our experience, we believe a two-year engagement period resulting in adoption is realistic for the proposed UDC scope of work (though the actual adoption date depends on political factors and thus can be somewhat unpredictable). The goal is a start date of **September 1, 2018**, but this will depend on the timing of the contracting process.

We outlined a process in this proposal that we believe works and that meets the Town's desired timeframe by resulting in a draft code that has been through numerous public meetings within 21 months, which then allows three months for the final adoption, which often we find can be a formality if prior meetings have been well-attended, informative, and productive. We are happy to further discuss alternatives with you at the discretion of staff and/or the evaluation committee. We summarized our proposed schedule in the table below.

<b>Task 1: Public Participation and Project Management</b>	
1.1 – Public Participation Plan	Month 1 - ongoing
1.2 – Advisory Committee and Public Meeting Materials	Month 1 - ongoing
1.3 – Meeting Facilitation	Month 1 - ongoing
1.4 – Project Management	Month 1 - ongoing
<b>Task 2: Project Orientation</b>	
2.1 – Background Research	Month 1 – Month 2
2.2 – Project Orientation Meeting and Tour	Month 1 – Month 2
2.3 – Initial Advisory Committee Meeting	Month 1 – Month 2
2.4 – Stakeholder Interviews	Month 1 – Month 2
<b>Task 3: Ordinance Assessment and Annotated Outline</b>	
3.1 – Assessment and Annotated Outline (Staff Draft)	Month 3 – Month 4
3.2 – Assessment and Annotated Outline (Public Draft)	Month 4 – Month 5
<b>Task 4: Prepare Discussion Draft UDC</b>	
4.1 – Draft Unified Development Code – Staff Drafts	
4.1.a – Phase 1 – Zone Districts and Uses	Month 5 – Month 7
4.1.b – Phase 2 – Development and Design Standards	Month 7 – Month 8
4.1.c – Phase 3 – Administration and Procedures	Month 11 – Month 12
4.1.d – Phase 4 – Signs	Month 14 – Month 15
4.2 – Draft Unified Development Code – Public Drafts	
4.2.a – Phase 1 – Zone Districts and Uses	Month 6 – Month 7
4.2.b – Phase 2 – Development and Design Standards	Month 9 – Month 10
4.2.c – Phase 3 – Administration and Procedures	Month 13 – Month 14
4.2.d – Phase 4 – Signs	Month 15 – Month 16
4.3 – Testing the Unified Development Code	Month 16 – Month 17
4.4 – Consolidated Draft Unified Development Code	Month 17 – Month 20
4.5 – Adoption Draft Unified Development Code	Month 20 – Month 21
<b>Task 5: Unified Development Code Adoption</b>	
5.1 – Executive Summary	Month 21
5.2 – Adoption Draft Presentation and Public Meetings	Month 22 – Month 24
5.3 – Final Unified Development Code	Month 24
5.4 – Unified Development Code Summary PowerPoint	Month 24

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**

**Agreement by and between the Town of Addison (Town)  
and Clarion Associates, LLC (Consultant)  
to perform Professional Consultant Services for Development Regulation Review  
and Revision**

**I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY**

*Memo – Addison Unified Development Code – Draft Scope, p.11*

**Budget**

A project budget, broken down by tasks, is summarized below. It includes all professional fees, travel, and other reimbursable expenses. This cost estimate is based on the team's extensive experience with similar code rewrite projects. All numbers are preliminary and open to discussion and negotiation. We are flexible and committed to developing a work plan, division of labor, and budget consistent with the City's resources and objectives.

Clarion Associates has an enviable record of completing projects within budgeted amounts. We maintain that record by developing a budget allocation, by task, with our client, at the start of the project. We maintain flexibility to reallocate a budget between tasks with the consent of the client, but our task-based approach allows us to carefully track our level of effort at each phase in order to spot potential overruns well in advance. In almost all cases, we are able to make mid-course adjustments to the workflow in order to complete the entire project within budget. Clarion prefers to bill monthly, based on the percentage of work completed the prior month, but we are happy to discuss alternatives.

**Addison, Texas - Unified Development Code**

	Clarion Associates					TOTAL
	Overall	Sr Assoc	Associate	Graphics	Dayberry	
	Hourly Rate	\$210	\$130	\$80	\$70	\$200
<b>Task 1: Public Participation and Project Management</b>						
1.1 Public participation plan	8		32			\$7,640
1.2 -1.3 Mtg materials & facilitation (integrated into other tasks below)						\$0
1.4 Ongoing project management	70		40		10	\$19,900
1.5 Project website	20		40	40		\$10,200
<b>Hours</b>	<b>98</b>	<b>0</b>	<b>92</b>	<b>40</b>	<b>10</b>	<b>240</b>
Labor Costs	\$20,580	\$0	\$7,360	\$2,800	\$2,000	\$32,740
Number of Trips						
Trip Costs						\$0
<b>Task Total</b>						<b>\$32,740</b>
<b>Task 2: Project Orientation</b>						
2.1 Background research	6		12		4	\$3,020
2.2 Project orientation meeting and tour (including trip)	20		24		8	\$7,720
2.3 Initial advisory committee meeting	4		4		4	\$1,860
2.4 Stakeholder interviews	16		24		16	\$8,480
<b>Hours</b>	<b>46</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>32</b>	<b>142</b>
Labor Costs	\$9,640	\$0	\$5,120	\$0	\$6,400	\$21,160
Number of Trips	1		1		1	
Trip Costs	\$1,000		\$850		\$850	\$2,700
<b>Task Total</b>						<b>\$29,880</b>
<b>Task 3: Ordinance Assessment and Annotated Outline</b>						
3.1 Ordinance Assessment and Annotated Outline - Staff Draft	40	16	100	8	8	\$20,640
3.2 Ordinance Assessment and Annotated Outline - Public Draft (including trip)	40		60		16	\$16,400
<b>Hours</b>	<b>80</b>	<b>16</b>	<b>160</b>	<b>24</b>	<b>24</b>	<b>280</b>
Labor Costs	\$16,800	\$2,080	\$12,800	\$0	\$4,800	\$36,480
Number of Trips	1		1		1	
Trip Costs	\$1,000		\$850		\$850	\$2,700
<b>Task Total</b>						<b>\$39,880</b>
<b>Task 4: Prepare Discussion Draft UDC</b>						
4.1 Draft Unified Development Code - Staff Drafts						
4.1.a - Phase 1 - Zone districts and uses	45	16	120	80	8	\$28,580
4.1.b - Phase 2 - Development and design standards	40	16	100	60	8	\$24,180
4.1.c - Phase 3 - Administration and procedures	45	16	100	4	16	\$23,010
4.1.d - Phase 4 - Signs	30	8	50	8	16	\$13,100
4.2 Draft Unified Development Code - Public Drafts						
4.2.a - Phase 1 - Zone districts and uses (including trip)	40		80	16		\$15,920
4.2.b - Phase 2 - Development and design standards (including trip)	40		60	16		\$14,320
4.2.c - Phase 3 - Administration and procedures (including trip)	40		60	2	16	\$16,540
4.2.d - Phase 4 - Signs (including trip)	24		40	8	16	\$12,000
4.3 Testing the Unified Development Code	24	40	40	16		\$14,500
4.4 Consolidated Draft Unified Development Code (including 3 trips)	60		80	32	16	\$24,440
4.5 Adoption draft Unified Development Code	24		40	16	14	\$12,100
<b>Hours</b>	<b>432</b>	<b>96</b>	<b>770</b>	<b>256</b>	<b>110</b>	<b>1,446</b>
Labor Costs	\$90,520	\$12,480	\$61,600	\$18,060	\$22,000	\$200,660
Number of Trips	7		7		5	
Trip Costs	\$7,000		\$5,850		\$4,250	\$17,200
<b>Task Total</b>						<b>\$217,860</b>
<b>Task 5: UDC Adoption</b>						
5.1 Executive summary	4		16	8		\$2,680
5.2 Adoption draft presentation and public meetings (including 3 trips)	54		24		13	\$15,860
5.3 Final Unified Development Code	24		60		8	\$11,440
5.4 Unified Development Code summary PowerPoint	4		10			\$1,640
<b>Hours</b>	<b>86</b>	<b>0</b>	<b>110</b>	<b>8</b>	<b>21</b>	<b>225</b>
Labor Costs	\$18,000	\$0	\$8,800	\$560	\$4,200	\$31,620
Number of Trips	3		1		1	
Trip Costs	\$3,000		\$850		\$850	\$4,700
<b>Task Total</b>						<b>\$36,320</b>
<b>TOTAL</b>						<b>\$349,980.00</b>

**TOTAL CONSULTANT'S LUMP SUM FEE (NOT-TO-EXCEED): \$349,980**

**EXHIBIT "C"**  
**CITY OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND  
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY.** The Consultant 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 Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES.**

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project 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 Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.
- C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town'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. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town'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 Project. 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** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, 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 Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

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

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

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-Town reimbursements.



# **EXHIBIT "E"** **AFFIDAVIT**

## **REQUIREMENTS**

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.  Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.  Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.  Insurance company must be A-:VII-rated or above.</b>



**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **972-450-7091** or emailed to: **wnewcomer@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid# #1-243**

**Company: Clarion Associates, LLC**

**Printed Name:** Matt Gogber

**Signature:** [Signature] **Date:** 6-15-08

**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

THE STATE OF Colorado §  
§  
THE COUNTY OF Boulder §  
§

I, Matt Goebel, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- \_\_\_\_\_ Ownership of 10% or more of the voting shares of the business entity.
- \_\_\_\_\_ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- \_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- \_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- \_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- \_\_\_\_\_ Other: \_\_\_\_\_
- ☒ None of the Above.

Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 15<sup>th</sup> day of JUNE, 2018.

[Signature]  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Matt Goebel and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 15<sup>th</sup> day of June, 2018.

LORETTA J. KROOK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004022627

MY COMMISSION EXPIRES OCTOBER 8, 2020  
Professional Services Agreement  
(Development Regulation Review and Revision)

[Signature]  
Notary Public in and for the State of ~~Texas~~ Colorado  
My commission expires: October 8, 2020

**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b> This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received
<p><b>1. Name of person who has a business relationship with local governmental entity.</b> <span style="margin-left: 100px;"><u>NONE.</u></span></p>	
<p><b>2. Check this box if you are filing an update to a previously filed questionnaire.</b> <input type="checkbox"/></p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3. Name of local government officer with whom filer has employment or business relationship.</b> <span style="margin-left: 100px;"><u>NONE.</u></span></p> <p style="text-align: center;">_____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

4. Signature of person doing business with the governmental entity Date:

Signature

Date

**Local Government Officers Town of Addison, Texas**

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor:	Joe Chow
Council	
Members:	Tom Braun
	Ivan Hughes
	Guillermo Quintanilla
	Paul Walden
	Lori Ward
	Marlin Willesen
City Manager:	Wesley S. Pierson