

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH 110% INC. FOR PARK IMPACT FEE STUDY IN AN AMOUNT NOT TO EXCEED \$132,895; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with 110% Inc. for park impact fee study services in conformance with the City’s requirements.

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

SECTION 1. The City Council hereby approves the agreement between the Town of Addison and 110% Inc. for park impact fee study services in an amount not-to-exceed of \$132,895.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **25th** day of **APRIL**, 2023.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

**PROFESSIONAL SERVICES AGREEMENT
PARK IMPACT FEE STUDY**

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **110%, Inc.** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Work defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Work

Upon written notice to proceed by City, Professional agrees to provide to City Park Impact Fee Study (“Project”), as set forth in the Scope of Work attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Work”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Work.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified

City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed ONE HUNDRED THIRTY TWO AND EIGHT HUNDRED NINETY FIVE DOLLARS (\$132,895.00), excluding reimbursable expenses identified in **Exhibit A**.

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Work or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Work.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other

party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification

to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that

City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or

stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

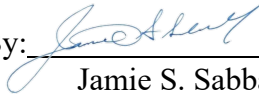
For City:

For Professional:

TOWN OF ADDISON, TEXAS

110%, INC.

By: _____
David Gaines
City Manager

By:  _____
Jamie S. Sabbach
President

Date: _____

Date: _____

Notice Address:

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75001
E: dgaines@addisontx.gov

110%, Inc.
Attn: Jamie S. Sabbach
PO Box 538
Salida, Colorado 81201
E: jsabbach@110percent.net

Addison Contract ID:
PSA_JT_April 5, 2023_v1.20220427

Exhibit A

PARK LAND DEVELOPMENT FEE STUDY

Scope of Work

110% Inc.



April 12, 2023

Town of Addison
Janna Tidwell, Director of Parks and Recreation
5300 Belt Line Road
Dallas, Texas 75254
jtidwell@addisontx.gov

Dear Janna,

We are pleased to submit the following scope of work for a Park Land Development Fee Study for the Town of Addison, Texas.

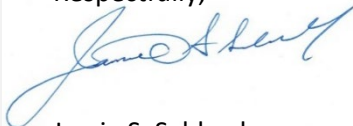
In partnership with Verdunity, 110% Inc. will provide project oversight and bring an unrivaled approach to this processes largely due to our substantial practical experiences in public sector management and a focus on adaptive leadership in today's dynamic social, economic, and environmental times. Over the next 6-12 months, we have the capacity to facilitate a process and deliver results that cannot be matched by other consulting firms.

Our experiences allow us to deeply understand the nuances of working with professional staff, community members, and elected bodies. Equipping public parks and recreation systems to secure a financially sustainable future is always our intention - this will be the case while working alongside the Town of Addison.

Lastly, not only does our team bring significant consulting experience to this project, we also bring practical experience having administered similar processes (i.e., adopting an updated park impact fee ordinance) from start to finish. We believe these experiences should prove to be invaluable to this process.

In the event you have any questions as you review this proposal, please email me at jsabbach@110percent.net or call 720.304.2167.

Respectfully,



Jamie S. Sabbach
President & Principal in Charge

Contact us:
www.110percent.net
info@110percent.net
720.304.2167



Influencing Ethical Decision-making
Strengthening Leadership Competencies
Helping Create a Financially Sustainable Future One Organization at a Time





Serving the park and recreation industry
Ethics • Leadership • Financial Sustainability

We are 110%. A parks and recreation consulting firm of former practitioners who advocate for inspiring ethical decision making, strengthening leadership competencies, and ensuring the financial sustainability of parks & recreation.

Our Services

Planning Initiatives

Our custom tailored Planning Initiatives blend visioning what an organization/community can become with the strategy of creating a responsible and sustainable future. We strive to leverage our experience and networks to provide your organization with an optimized and practical Master or Strategic Plan.

Financial Sustainability

The Financial Sustainability Strategy empowers organizations to use data and information to make informed decisions. Whether done as a standalone project or with a Planning Initiative, our unique process combines sound financial management principles with our one-of-a-kind cost of service tool to help organizations clearly understand how their taxpayer resources are being allocated.

Education, Presentations & Training

Our educational content, expert presentations, and training programs effectively address important industry issues around the three key areas of economics, ethics, and leadership. By delivering effective and engaging content which provide tangible and impactful results, our carefully crafted programs are certain to be an extraordinary experience.



Phone
720.304.2167

Email
info@110percent.net

Website
www.110percent.net

LinkedIn
@110-percent-inc



Our Team



Jamie Sabbach
Founder / Principal / Advocate / Educator

Jamie founded 110% Inc. in 2010 with the intention of helping organizations be more strategic and bold amid dynamic social, environmental, and economic change. Having decades of experience in the public park and recreation field and as a college instructor have fed her passion to help others enhance their own talents and improve performance. Jamie has testified in front of the United States Congress on the importance of public parks and recreation. She is a past President of the American Park and Recreation Society and was inducted as a Fellow into the American Academy for Park and Recreation Administrator in 2008. Jamie is a native of Illinois who lives in the mountains of Colorado. She's a former college jock who enjoys hiking, biking, golf, volunteering, and has a love affair with the Chicago Cubs!



Farrell Buller
Principal / Certified Executive Coach / Change Advocate

Farrell has more than 20 years in progressively responsible leadership roles. She has focused on achieving results for leaders and their teams, successfully leading organizations of 500+ employees, with budgets of up to \$80M, as well as smaller organizations and teams. As a graduate of the University of Northern Colorado in Therapeutic Recreation and as a former Parks and Recreation Director and City Manager, Farrell embraced her passion for serving others. She brings the ability to impact, influence, and inspire leaders at all levels. Farrell is the recipient of several awards, including Outstanding New Professional of the Year, Mid-West Region Professional of the Year, and the Pottsie Development Scholarship. You can often find Farrell and her family intentionally taking the "road less traveled" as they discover their next adventure!



Matt David
Operations & Marketing Manager / Utility Player

With a tip-of-the-cap for his love for baseball, Matt is our team's "Utility Player" and does a little bit of everything due to his wide range of experiences and skill set. He has municipal, non-profit, and private sector experience in marketing, operations, programming, budgeting, digital design, project management, and general administration. Matt has an eye for detail, mind for inquisition, and a big heart for community and servant leadership. Outside of work, he enjoys life with his wife and two dogs in Stillwater, MN by exploring the outdoors, spending time with friends and family, tackling home improvement projects, and cheering on their favorite sports teams.



Alexis Rankey
Project Consultant

Alexis is a seasoned parks and recreation professional with over 12 years of experience demonstrating a high level of business acumen and passion for high-quality service delivery. She started as a scorekeeper, progressed into programming and supervision, and currently serves as the Business Services Division Manager for the Town of Erie Parks & Recreation Department. Her thorough understanding of programming and operations, intricate knowledge of municipal finance and budgeting, and love for data and analytics drives her to help others "put it all together" to better serve the community and lay a strong foundation for the future. True to her rec rat roots, she spends her free time mountain and road biking, golfing, playing hockey, glamping, and spending time with her family and dogs.

Staff Resume



Jamie Sabbach
Founder / Principal / Advocate / Educator



Biography

Jamie founded 110% Inc. in 2010 with the intention of helping organizations be more strategic and bold amid dynamic social, environmental, and economic change.

Having decades of experience in the public park and recreation field and as a college instructor have fed her passion to help others enhance their own talents and improve performance. Her current work focuses on enhancing ethics, adaptive leadership, and financial sustainability efforts for organizations.

Jamie has testified in front of the United States Congress on the importance of public parks and recreation. She is a past President of the American Park and Recreation Society and was inducted as a Fellow into the American Academy for Park and Recreation Administrator in 2008. Jamie is a native of Illinois who lives in the mountains of Colorado.

Work History

110%, Inc.

President & Principal
Feb 2010 - present

Indiana University, Bloomington, IN

Adjunct Faculty
Sep 2021 - present

City of Boulder, CO

Superintendent of Recreation & Community Facilities
Mar 2023 - Feb 2008

Illinois State University, IL

Faculty in Dept. of Kinesiology and Recreation
Aug 2001 - March 2003

City of Bloomington, IN

Director of Recreation and Community Services
Jan 1997- Jul 2001

Education

Harvard University

Kennedy School of Government, TAPLD, 2014

Indiana University

Post-Graduate coursework, 1998-2000

Eastern Illinois University

Master of Science Degree in Public Administration/Sports Management, 1988

Eastern Illinois University

Bachelor of Science Degree in Physical Education/Coaching/Business Administration, 1986

Selected Client List

Crown Mountain Park & Recreation District, CO

Park & Recreation District Master Plan, 2022 - present

City of Corona, CA

Community Services Dept. Master Plan, 2022 - present

City Napa, CA

Parks & Recreation Services Management Plan, 2018 - 2019; 2021 - present

Channahon Park District, IL

Financial Sustainability Strategy, 2021

Bend Park and Recreation District, OR

Park & Recreation District Strategic Plan, 2018 - 2019

Staff Resume



Farrell Buller
Principal / Certified Executive Coach



Biography

Farrell has more than 20 years in progressively responsible leadership roles. She has focused on achieving results for leaders and their teams, successfully leading organizations of 500+ employees, with budgets of up to \$80M, as well as smaller organizations and teams. As a graduate of the University of Northern Colorado in Therapeutic Recreation and as a former Parks and Recreation Director and City Manager, Farrell embraced her passion for serving others.

She brings the ability to impact, influence, and inspire leaders at all levels. Farrell is the recipient of several awards, including Outstanding New Professional of the Year, Mid-West Region Professional of the Year, and the Pottsie Development Scholarship, and was awarded the opportunity to attend the Altruism Institute and Agents of Change symposiums.

Work History

110%, Inc.

Principal Consultant & Certified Executive Coach, Jan 2021 - present

Town of Erie, CO

Deputy Town Administrator, Feb 2019 - Jan 2021
Acting Town Administrator, May 2018 - Jan 2019
Assistant to the Town Administrator, Sep 2017 - Apr 2018
Director of Parks and Recreation, Mar 2014 - Sep 2017

City of Lakewood, CO

Recreation Division Manager, Apr 2011 - Mar 2014

City of Commerce City, CO

Recreation Division Manager, Oct 2004 - Jan 2011

City of Boulder, CO

Recreation Coordinator, Jan 2000 - Oct 2004

Education

Clemson University

Think Tank: Invitation-only Symposium, 2019

Altruism Institute

Invitation-only Symposium, 2016

Agents of Change

Invitation-only Symposium, 2015-2018

National Recreation & Park Association

Directors School Graduate, 2015

University of Northern Colorado

Bachelor of Science Degree in Recreation/Therapeutic, 1997

Selected Client List

City of Olympia, WA

Operations Strategy & Business Plan, 2022 - present

City of West University Place, TX

Operational Analysis & Financial Sustainability Strategy, 2022 - present

City of Bellingham, WA

Financial Sustainability Strategy, 2022 - present

City of Greeley, CO

Leadership and Organizational Development, 2022

Oquirrh Recreation & Park District, UT

Financial Sustainability Strategy, 2021

Project References

Serving a variety of municipal park and recreation departments as well as special districts and county systems, 110% has worked alongside hundreds of organizations of all sizes leading and facilitating master plan, strategic plan, and financial sustainability efforts as well as professional development programs.

Below we have included a diverse blend of project types we have led and systems for which we have worked over the past few years. Feel free to contact any or all of the contacts included to discuss the quality and integrity of our work.



Crown Mountain (CO) Park & Recreation District Master Plan

The Crown Mountain Park & Recreation District has experienced significant change over the last decade including growth and expansion. Fully aware of the challenges development presents, the District engaged in a thoughtful review and analysis of its current conditions and realities as well as those of the community it serve. They understand this is a necessary baseline in order to ensure that the master plan is built upon fiscally responsible recommendations that address community need and interest and can be afforded.

Contact	Rebecca Wagner, Director	Address	501 Eagle Count Dr.
Email	crownmtdirector@sopris.net		El Jebel, CO 81623
Phone	970.963.6030	Dates	May 2022 - present



Corona (CA) Community Services Department Master Plan

With a strong interest in developing a model master plan and influencing positive change in their community, Corona's Community Service Department chose to begin a 2022-2023 master planning process. We see ourselves as an ally in assisting them transform their parks and recreation system by way of a new and innovative planning process that is building coalitions and strengthening a commitment to fiscal responsibility for sustainable outcomes.

Contact	Dr. Anne Turner, Director	Address	400 S. Vicentia Ave., Ste. 225
Email	anne.turner@CoronaCA.gov		Corona, CA 92503
Phone	951.739.4985	Dates	March 2022 - present



Napa (CA) Parks & Recreation Services Management Plan

The Napa Parks and Recreation Services Department wanted to design and develop an effective and transformative strategic management plan. The plan intended to set the Department up to be adaptable in response to dynamic change and ongoing concerns and expected impacts of deteriorating infrastructure, increased tourism, climate change, and increasing operational expenses. A subsequent financial sustainability process followed as a way to open the door for necessary conversations to address how the Department would re-set and begin to invest more in community need and infrastructure. This includes the development of financial sustainability, social equity, and capital investment policies to guide investment decisions moving forward.

Contact	Katrina Gregory, Recreation Director	Address	1850 Soscol Ave., Ste. 201
Email	kgregory@Cityofnapa.org		Napa, CA 94559
Phone	707.257.9529	Dates	July 2018 - May 2019, July 2021 - present



Bend (OR) Park & Recreation District Strategic Plan

The Bend Park and Recreation District initiated a strategic planning effort with an interest in establishing a road map for the District's internal operations. Complementing the comprehensive plan, the strategic plan serves as a road map for parks, trails, and facility projects. The actionable framework resulting from the process further guides the District to be agile, responsive, and innovative in its management of resources moving forward.

Contact	Michelle Healey, Deputy Director	Address	799 SW Columbia St.
Email	michelleh@bendparksandrec.org		Bend, OR 97702
Phone	541.389.7275	Dates	November 2018 - June 2019



Channahon (IL) Park District Financial Sustainability Process

The Channahon Park District engaged in a financial sustainability process with the intention of conducting a thoughtful review and analysis of their financial condition and realities. Channahon, Illinois has faced significant change over the past decade including stagnant property tax revenues which elevated their interests in being fiscally responsible in order to address increasing community needs and take care of existing assets.

Contact	Mike Leonard, Executive Director	Address	24856 W Eames St.
Email	mleonard@channahonpark.org		Channahon, IL 60410
Phone	815.467.7275	Dates	July - December 2021

Firm Overview



Prosperity for your city doesn't come from endless new growth. *It's cultivated.*
Here's how we help you do that:



We *crunch the numbers* to understand the true costs of a city's business model and establish a common fiscal language in your community.



We help you align your people and resources to build consent, train change agents, and make meaningful progress right now.



We cultivate fiscal health by prioritizing people and place-based development and building incrementally with locals and local wealth.

Why We Do This Work

Most cities say they want to be fiscally responsible, environmentally resilient, and socially inclusive. Unfortunately, policies and investments rarely align with these desired outcomes. Daily decisions often cater to a vocal minority and prioritize growth and expansion without fully considering long-term costs and impacts. We're left with generic, unhealthy places that residents and businesses struggle to connect and invest in, aging neighborhoods and infrastructure, and expensive liabilities which future generations will have to find a way to pay for. Helping communities to solve these problems is what drives us.

Company Highlights

Verdunity, Inc. is a Texas-based S-Corp established in 2011. Our founder and President Kevin Shepherd, PE has over 27 years of experience in community development, served as National Director of HDR's Community Planning Practice and member of their Sustainable Solutions Leadership Team prior to founding Verdunity, and has worked with close to 200 cities across North America (100+ in Texas).

Our primary office is in Rockwall, part of the DFW Metroplex. Our staff of seven is dispersed in five locations across three states (Dallas, Lubbock, and Austin, TX, Shreveport, LA, and Carlton Landing, OK) Collectively, we have over 60 years of experience working to improve cities around the country.

We have produced multiple award-winning projects, including Texas APA's 2017 Comprehensive Plan of the Year (Royse City 2030 Plan), 2017 Long Range Plan of the Year (Farmers Branch East Side Comprehensive Plan), and two 2022 Vernon Deines Merit Awards for Comprehensive Plan (Envision Taylor, and Parsons Comprehensive Plan)

What Our Clients Say About Us

"Kevin and his team are leaders in the field. These guys checked out of the big consulting world and are working to carve out a spot for themselves doing principled, Strong Towns-like work. It is tough to be such a pioneer, but we need small firms of innovators like Verdunity if the Strong Towns approach is going to become the default approach for local governments."
Chuck Marohn, PE, AICP Founder & President, Strong Towns

"Verdunity is the planning and engineering connection we've been looking for as city managers. They have a fiscal and environmental sustainability approach that minimizes infrastructure costs as opposed to maximizing them... Verdunity offers a fresh approach that is fantastic for mediating issues that often arise between developers & the City, and between cities."
Michael Kovaacs City Manager, Fate, TX

"Politicians and decision makers are not easily-swayed by creative thinking and tend to be risk-averse when it comes to heretofore unheard of re/development strategies and tactics. So, how do we easily translate our tactics and well-informed best practices into a language the everyone can hear and understand; The language of money? Enter Verdunity- a team that speaks the native tongue of the engineer, have the hearts of planners, and the minds of financial officers. Those skills combine to produce an easily understood set of scenarios, maps and accompanying data that communicate the positive/negative effects of any given land use decision on a City's tax base. When decision makers can see and easily conclude where and how money is lost or gained- all of us win; especially the tax payers."
Sheena Salvino, Pasadena Economic Development Corporation



Kevin Shepherd PE

Founder + CEO

kevin@verdunity.com | 214.425.6720 | @k_shepherd

Kevin has over 27 years of experience in civil engineering, planning, municipal finance, site development, and community engagement. Considered to be a thought leader and pioneer in the planning/engineering field, Kevin leverages his unique background and passion for initiator change to educate, challenge traditional silos, and bring perspectives together to encourage communities to build in a manner that is more fiscally responsible, healthy and sustainable.

Kevin spent the first 17 years of his career working for large engineering firms in various roles related to the planning, design, and construction of infrastructure and site development projects. In 2009, his career changed course when he was offered the opportunity to serve as National Director of HDR's Community Planning & Urban Design practice and member of the firm's Sustainable Solutions Leadership Team. It was during this period that Kevin realized that many communities across the country were headed down a path that was depleting our natural resources and that would lead many cities to fiscal insolvency. He left HDR in 2011 to start Verdunity and focus on helping Texas communities address these challenges. Most recently, he started the Go Cultivate! podcast and workshop programs to expand educational efforts and implementation of Strong Towns principles in cities across the country.

The fiscally-based planning approach Kevin has advocated for and implemented on recent projects is receiving attention from city managers, planners and finance directors across the country, including large metros like Fort Worth, mid-size cities like Shreveport, LA, fast-growth suburbs and rural towns. Kevin is a vocal advocate for Strong Towns and Congress for the New Urbanism, and speaks and writes regularly on the concepts of fiscally-based planning, place-based design and economic gardening.

EDUCATION

B.S. Civil Engineering
Texas A&M University

REGISTRATIONS & CERTIFICATIONS

Professional Engineer TX 88642

PROFESSIONAL AFFILIATIONS

American Planning Association, CNU-NTX Board Member, ISI Envision, STAR Technical Advisor, Strong Towns Fellow, Urban Land Institute

INDUSTRY EXPERIENCE

Verdunity	2011-Present
HDR	1996-2011
LAN	1994-1996

STRENGTHSFINDER TOP 5

Achiever, Individualization, Competition, Maximizer, Strategic

VERDUNITY PROJECT EXPERIENCE

Park Development Fee and Annual Updates - Fate, TX
WTC MUD 1 Parks Master Plan | Williamson & Travis Counties, TX
Land Use Fiscal Analysis & Comprehensive Plan | Kyle, TX
Land Use Fiscal Analysis & Comprehensive Plan | Liberty Hill, TX
Land Use Fiscal Analysis & Comprehensive Plan | Sweetwater, TX
Land Use Fiscal Analysis & Comprehensive Plan | Waxahachie, TX
Land Use Fiscal Analysis & Comprehensive Plan | Killeen, TX
Dallas LUFA and Housing Affordability Study | Southern Dallas Progress CDC
Strategic Plan & Land Use Fiscal Analysis | Pasadena, TX
Land Use Fiscal Analysis & Comprehensive Plan | Parsons, KS
2022 Vernon Deines Merit Award
Land Use Fiscal Analysis & Comprehensive Plan | Taylor, TX
2022 Vernon Deines Merit Award
Comprehensive Plan | Crowley, TX
Comprehensive Plan | Royse City, TX
2017 TX APA Comp Plan of the Year
Economic Development Strategic Plan | Texoma COG
Downtown Master Plan | Burkburnett, TX



Town of Addison, TX

PARK LAND DEVELOPMENT FEE STUDY & POLICY PLAN DETAILED WORK PLAN

The proposed process included in the pages that follow has been specifically designed for the Town of Addison. Having facilitated successful planning projects with many agencies in North America, **we manage each individual process with a commitment to detail and a focus on heightening the probability of effective implementation and action**, and always have the long-term impacts of the plan top of mind throughout the process.

Designed in two phases, the Data Collection and Analysis will begin first followed by the preparation of the Ordinance and Final Report. The process will include substantial staff, stakeholder, and City Council engagement as well as a series of analyses all leading to rational and justifiable recommendations and high-quality deliverables. The process is detailed in the pages that follow and is expected to take approximately 9 months to complete (anticipated completion February 2024).



Celestial Park, Town of Addison

PROJECT MANAGEMENT TASKS

PROJECT KICK-OFF

A thorough review of the process will take place during this initial virtual meeting to include: a review of the proposed scope of work and tasks; anticipated number and types of meetings; discussion of information and data requested; project timeline; and expected quality and format of all deliverables. Additionally, the Project Team will help begin to discuss, deliberate, and define the “Addison Way” that will ultimately guide the project approach and overall process.

CHECK INS, UPDATES, AND REVIEW MEETINGS

Regularly scheduled meetings (biweekly or monthly is suggested) with the Town’s project lead/team for the duration of the project will provide updates and insights that can help inform the process. Touch points will also include special sessions for the Project Steering Committee and City Council (at the discretion of the project lead). Throughout check ins, updates, and review meetings, the “Addison Way” will continue to reveal itself and influence the development of the project.

PHASE 1: DATA & INFORMATION COLLECTION AND ANALYSIS

1.1 ENGAGEMENT

Staff Focus Groups

Staff focus groups provide important interaction and can be key to a project's success. Minimally, these small group interviews with identified Town of Addison staff will allow for a general understanding of challenges and opportunities as viewed by those who know the organization best, all offer professional staff the opportunity to share their individual opinions and perspectives about the Town's current and future development interests and needs. Additionally, focus groups give staff from various departments (e.g., Development Services, Economic Development, Finance, Parks, and Recreation, etc.) an opportunity to be involved collectively in the process in a deeper way, thereby increasing their investment, interest, and "buy-in."

Staff Interviews

Staff interviews allow for more focused interactions with select individuals or small groups (2-3 people) including administrators and senior level employees. These conversations can provide insights that help crystalize key issues and opportunities and affirm or challenge what is heard in work sessions and/or staff focus group meetings.

City Council Work/Study Sessions

Engagement with the Town of Addison City Council will provide an important opportunity for these community representatives to be actively involved in the process. A minimum of two City Council work sessions are recommended to increase and enhance a collective understanding of key concepts and considerations of a park land dedication and impact fees process including but not limited to the following.

- ✓ Costs associated with development and return on investment (ROI).
- ✓ Human habitat impacts which result from development.
- ✓ The intersection of "developer-friendly" and ensuring that infrastructure can be paid for into perpetuity.
- ✓ Creating a fiscally balanced approach in response to growth interests.



Workshops in Mesa, AZ; Bend, OR; Mansfield, TX

Project Steering Committee

A pre-determined Project Steering Committee will be chosen to represent community interests throughout the process and serve in an advisory capacity to the Project and Consulting Teams. Selection criteria for potential committee members will be developed, reviewed, and approved by the Town's Project Team. Criteria will be developed with an interest in soliciting broad and fair representation of various stakeholders (e.g., developers, community members, local business owners, civic leaders, etc.).

Project Steering Committee applicants will be vetted and reviewed by the Project Team with recommended Committee member names submitted for approval to the Town's City Council.

Stakeholder Engagement – Community Focus Groups

Meaningful stakeholder engagement done well, is a broad and inclusive process between the Town and those impacted by the decisions of the organization. It is important to build relationships that create advocates and a collective project vision for the Town with an eye responsible use of resources.

Community focus groups will be coordinated and conducted to offer small and comfortable platforms for people to share their perspectives and opinions as they relate to the project's intended outcomes. These meetings will strengthen and affirm, or potentially counter what may be assumed.

Various community members will be identified and invited to participate who can represent various community interests and contribute valuable perspectives and insights. Logistical considerations such as best practices to ensure solid attendee turnout will be discussed with the Town's project team. Representation will include but not be relegated to the following individuals and organizations.

- ✓ Local government/civic leaders
- ✓ Parks and recreation users and participants as well as non-users
- ✓ Partner organization representatives
- ✓ Local business owners and representatives
- ✓ Town advisory board/committee representatives
- ✓ Town Council representatives (with consideration of quorum)

1.2 REVIEW AND ANALYSIS

Review of Current Plans

Reviewing current and relevant Town plans will help create a greater understanding of past planning efforts and help build a solid system wide foundation and approach for this process. With advisement from the Project Team, key areas of interest will be identified as they relate to a variety of Town plans and studies such as the Parks, Recreation and Open Space (PROS) Master Plan, City-Wide Trails Master Plan, Comprehensive Plan, Master Transportation Plan and Addison Circle Special Area Study.



Addison Circle Park, Town of Addison



Additionally, in order to attain a comprehensive view of the Town's current policies and practices, a review and analysis of current policies and practices as they relate to fee charges and ordinances will be conducted and incorporated as part of the process.

Level of Service (LOS) Analysis

Level of Service (LOS) standards identified in the most recent Parks, Recreation, and Open Space Master Plan will be reviewed and taken into considered as part of this process so that recommendations best align with community needs, quality service delivery including quality of assets, and financial realities.

GIS data provided by the City will be collected, reviewed, and utilized to support LOS analysis, service area mapping (existing and proposed), and fee calculations.

Analyze Parks Related Capital Improvement Needs

Insights from the Project Team as well as a review of the Town of Addison's Capital Improvement and Asset Management plans will provide the basis for the analysis of Addison's parks related capital improvement needs including location recommendations.

If requested, a complete review and analysis of Town-owned and managed park and recreation sites can be conducted. Elements of this additional analysis would include:

- ✓ *Design & Materials:* Includes observations of the quality of design, materials, use of standards, and durability of a space.
- ✓ *Use & Effectiveness:* Includes the observation of users or evidence of users of a space, range of offerings, balance of activities and contextual consistency.
- ✓ *Maintenance:* Includes observations of the quality of upkeep of a space, evidence of pride of users and maintenance, and presence of deferred improvements.
- ✓ *Comfort:* Includes observation of a space or facility's first impression, comfort of users, visual attractiveness, and perception of safety.
- ✓ *Access & Connectivity:* Includes observation of universal accessibility barriers, multi-modal connectivity, dominance of the space by a transportation uses other than pedestrian and bicycles and ease of access from surrounding areas.
- ✓ *Sustainability:* Observations focus on social interactions and connections to surrounding neighborhoods, and environmental considerations that result in net positive contributions.

The additional analysis uses observational-based information to rate the performance of each site ultimately leading to determining gaps, needs, opportunities for acquisition, and management, programming, and accessibility improvements such as:

- ✓ maintaining parks to meet the needs of the community in a fiscally responsible way
- ✓ the development of park-specific management plans
- ✓ the development of monitoring and enforcement strategies for conservation easements
- ✓ balancing the needs of various user groups and active and passive use
- ✓ connecting key neighborhood, trail, and habitat corridors
- ✓ creating wayfinding, destination, and interpretive signage

Existing conditions will be identified and combined with observations to outline recommended capital and operational improvements. *[NOTE: This analysis is not intended to be an engineering review of the viability, integrity, or structural condition of existing facilities.]*

PHASE 2: ORDINANCE AND FINAL REPORT

2.1 METHODOLOGY RECOMMENDATION

The first task of Phase 2 will result in methodology recommendations to include park land dedication requirements, fee in lieu, and park development/impact fees. These recommendations will include and consider variables such as maximum social, environmental, and economic benefit, flexibility in and for development, and consideration of Addison's unique character as it continues to evolve and change. The intention will be to present thoughtful, intelligent, and defensible methodologies for the Project Team's review prior to taking them forward for approval.



Parkview Park, Addison, TX

Recommended methodologies will include:

- ✓ Park land dedication requirements for single-family, multi-family, mixed-use, and commercial developments for both fee simple and rental occupation
- ✓ Fee in lieu of park land dedication, based on fair market value of land that otherwise would be dedicated by developers.
- ✓ Park development and impact fee.

Agency Comparison

A review of comparative cities and the methodologies they use to determine park land dedication requirements, fee in lieu, and park development and impact fees will be completed. This benchmarking exercise will include review filters such as the reasonableness, feasibility, and consistency of the methodologies.

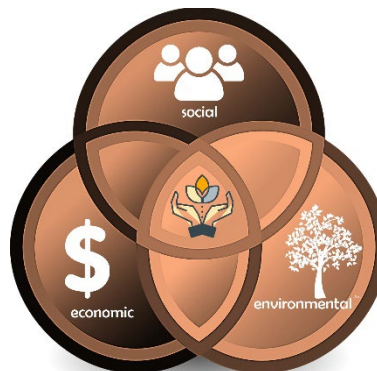
The following two comparison categories will be used to determine agencies for consideration as part of the analysis. Prospective agencies will be reviewed by the Project Lead prior to selection.

1. Aspirational
 - a. Agencies with community profiles similar to that of Addison, Texas and/or agencies taking progressive, thorough, and/or strategic approaches.
2. Local Market Comparisons
 - a. Agencies in close proximity to Addison, Texas that need to stay competitive relative to development.

2.2 LAND DEDICATION AND FEES RECOMMENDATION

Recommendations will be vetted and filtered through the triple bottom line philosophy of economic, social, and environmental impacts. This should allow for a balanced approach between short-term satisfaction and the long-term consequences of decisions.

Although there is always optimism that developer negotiations will be mutually beneficial, having a planned, consistent, and community-centric framework that is adopted by the Addison Town Council should ultimately lead to greater benefit for all stakeholders.



Understanding that “not all land is created equal” will be essential to the determinants that will allow for decision making regarding land acquisition and dedication. Land accepted by the Town of Addison, will require a long-term commitment to maintain these properties, therefore, these assumed parcels should align with community needs and desires as identified in the Parks, Recreation, and Open Space Master Plan. In addition, fee in lieu recommendations will need to be in accordance with the Texas Local Government Code (fair market value of land multiplied by number of acres divided by number of dwelling units in the development).

Anticipated impacts of all recommendations will be evaluated alongside the Project Team (and others as requested).

Ordinance Adoption

The ordinance adoption process will include the necessary steps for ordinance adoption including required public notices, public hearings, and Council approval.

2.3 DELIVERABLES AND PRESENTATION OF RESULTS

Final presentations of recommendations will be provided to the Project Team and Steering Committee, and Town Council (at the discretion of the Project Lead and Team).

Deliverables resulting from Phase 1: Data Collection and Analysis include the following:

- Summaries of **Engagement Feedback** including focus groups, interviews, sessions, and meetings will be synthesized and used as a foundation for next steps in the project.
- Recommended updates to the **Level of Service Analysis** that best align with current and future park inventory, population, and intended stakeholder impacts.
- Parks Related Capital Improvement** needs and location recommendations.

Deliverables resulting from Phase 2: Final Report and Draft Ordinance include the following:

- A comprehensive **Final Report** which includes:
 - Summaries of methodologies** that identify park land dedication requirements, fee in lieu, and park development/impact fee.
 - City comparisons** including methodologies used by each municipality.
 - Recommendations of land dedication and fees.**
- Ordinance adoption process** through approval by Town Council.

PROPOSED TIMELINE

The proposed timeline below provides anticipated dates for each task area. These projections include all work associated with each task including research, evaluation, and reporting. Date ranges are what is anticipated but may vary dependent upon a variety of factors including Town staff/stakeholder/City Council availability, etc.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	
Project Kickoff	▶									
Phase 1: Data Collection and Analysis	▶									
1.1 Engagement		▶								
1.2 Review and Analysis		▶								
Phase 2: Ordinance & Final Report	▶									
2.1 Methodology Recommendation						▶				
2.2 Land Dedication and Fees Recommendation						▶				
2.3 Deliverables and Presentation of Results								▶		



AML Addison Apartments, Addison, TX

BUDGET

The budget below includes all proposed tasks detailed in the work plan. We believe the approach suggested will yield a complete and viable financial sustainability strategy for the Town of Addison. We are willing to modify or further customize any of the proposed work plan as presented to best suit the interests of the Department so that the intended outcomes of this process can be realized.

Project Tasks	Price
Project Management	\$11,350
PM.1 Kickoff	\$1,950
PM.2 Check ins and updates	\$9,400
Phase 1: Data Collection & Analysis	\$54,685
1.1 Engagement	\$36,040
1.2 Review and Analysis	\$18,645
Phase 2: Final Report and Draft Ordinance	\$66,860
2.1 Methodology Recommendation	\$25,960
2.2 Land Dedication and Fees Recommendation	\$25,900
2.3 Presentation of Results	\$16,000
Project total not to exceed (excl: *reimbursable expenses detailed below):	\$132,895

**Reimbursable expenses (i.e., graphic design work), per client request.*

Total = \$1,000 (Verdunity)

Consultant rates used to calculate the project fee above include:

- *110% – Principal: \$235/hour; Project Consultant: \$175/hour*
- *Verdunity – Senior Staff: \$225/hour; Support: \$125/hour*

NOTE: All pricing above includes three project visits. Additional in-person facilitation is available upon request. Pricing per trip is based upon market and staff time and priced at an additional \$3990 per trip per consultant.