

DTJ03/1/2022



DRIPPING SPRINGS
Texas

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 11 day of March 2022, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the "City") and DTJ, (hereinafter referred to as "Consultant"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Consultant agree to the following:

- (a) Consultant shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Consultant shall attend meetings of City Council, Planning and Zoning Commission, Development Code Committee, and related committee meetings as needed to provide progress reports and drafts of the comprehensive plan services.
- (c) Consultant shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Consultant will report to the City Administrator, verbally or in writing, any conflicts between Consultant and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Consultant shall maintain complete and accurate records of work performed for the City. Consultant shall manage both public and confidential records that Consultant obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Consultant shall comply with the City's public information policies.
- (f) Consultant shall endeavor to perform its services with "Standard of Care" which is the degree of care and skill ordinarily exercised by professionals practicing under the same or similar circumstances.
- (g) Performs other related duties as needed.

2. **Scope of Work.** Consultant will provide consulting services related to the Comprehensive Plan and Development Code Services as described in Attachment "A" in one or more task orders. This Agreement approves Task Order #1 as listed in Attachment "A".
3. **Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached (Attachment 'C') or as mutually agreed in writing upon during the planning process through approved Task Orders. This Agreement shall be in effect for a period of one year unless terminated as provided below or once all work associated with approved Task Orders under this Agreement are completed. Consultant shall start work immediately after the execution of this Agreement.
4. **Payment for Services and Task Orders.** The City will compensate Consultant in accordance with the fee structure contained in Consultant's proposal attached as Attachment "B". The initial task order for this project will include the services listed in Attachment "A". Additional services from Attachment "A" may be approved by the City in writing as funds are appropriated. For approved task orders, the Consultant shall invoice City in accordance with Consultant's attached proposal for Task Order # 1 and for all future approved task orders. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract will not exceed two hundred and forty-four thousand and five hundred seventy-five dollars (\$244,575). Task Order #1 shall not exceed one hundred eighty-three thousand three hundred seventy dollars (\$183,370). Additional task orders for services and payment for additional services as relates to Attachment "B" must be approved in writing by the City prior to provision of such services.
5. **Relationship of Parties.** It is understood by the parties that Consultant is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Consultant. The City may contract with other individuals or firms for legal services.
6. **Limitations.** During the period the Consultant is covered by this agreement, the Consultant will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City the Consultant may perform services with the following Clients and under the following conditions:
 - (a) Consultant's Clients (Siepiela Interests, Davy Crockett Development, Smith Residence, Creek Road Residential (Sterling Austin Development) and Bunker Ranch) are existing Clients working within Dripping Springs and/or the Dripping Springs ETJ. The Consultant is not restricted from performing services for these Client within Dripping Springs.

within Dripping Springs and will alert the City in writing pursuant to this Agreement and the City Code and gain approval prior to performing services. The Consultant will establish a team that is different from those working under this Contract.

7. **Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party.
8. **Injuries/ Insurance.** Consultant acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "D".
9. **Indemnification.** Consultant agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that are incurred by the City but only to the extent caused by the negligent acts or omissions of Consultant, Consultant 's employees, if any, and Consultant's subconsultants.
10. **Assignment.** Consultant's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City except as provided for, and with the protections, described in Attachment " A".
11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person, by email, or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Consultant:

DTJ Design, Inc.
Attn: S. Christopher Moore
3101 Iris Ave., Suite 130
Boulder, CO 80301
303-443-7533

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after email delivery or deposit in U.S. mail.

12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Consultant has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Consultant affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Consultant must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

17. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

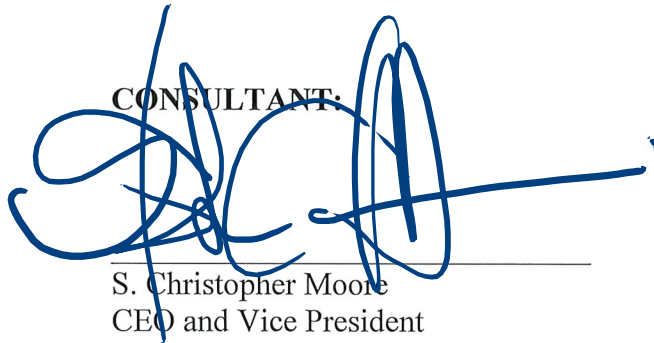


Ginger Faught
Deputy City Administrator
for
Michelle Fischer
City Administrator

3/11/2022

Date

CONSULTANT:



S. Christopher Moore
CEO and Vice President

3-17-2022

Date

ATTEST:

Andrea Cunningham
City Secretary

Proposal

Attachment "A" Scope of Services

TASK 1: PRE-PLANNING

1.1 Data Collection & Review including History

- Collect data as provided by City.
- Review data for how it influences and/or affects the planning process.

1.2 Demographics & Economic Snapshot

- Inventory and assess demographic statistics.
- The primary data source to be used will be the latest available ACS or U.S. Census and subsequent updates.
- Identify market opportunities for the greater Dripping Springs market that allow for consideration of the 'place' Dripping Springs has in the local Austin/Hays County regional market, while providing the Client Team with a technical and analytical base of information from which to direct plan decisions and develop strategy.
- Specifically, we will build upon the City's historical demographic data, past studies and any other studies prepared for the City and/or EDC third parties and will collect psychographic and market data related to: population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and select economic values.
- Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions, as well as model the impacts of various growth scenarios.
- Focus on the community's economic base, labor force characteristics (including its spatial distribution over time), tax gap, and local economic development opportunities and resources; to determine economic needs and goals; and to merge this information with information about population trends and characteristics, natural resources, community facilities and services, housing, and land use, so that a strategy for the economic well-being of the community can be developed.

1.3 Existing Conditions

- Collect and analyze information about existing conditions and the potential for the future of the City of Dripping Springs, including a review and analysis of the Community Assessment adopted in 2016 and subsequent addenda.

TASK 2: PUBLIC PARTICIPATION PLAN

DTJ will apply a Persona Based Engagement Strategy, whereby individuals and organizations will be identified. Public participation tasks include:

2.1 Primary Outreach and Engagement

- One (1) Online Survey
- Two (2) Stakeholder Meetings (in-person) (both on one day)
- One (1) Public Open House Meeting (with Founders Day) - (DTJ & LPC & CB)
- One (1) Public Open House Meeting (DTJ & LPC only)

2.2 Virtual Engagement

- Four (4) Interviews (virtually)
- Two (2) Stakeholder Meetings (virtually)
- Two (2) Focus Group Meetings (virtually)

2.3 Visioning & Meeting-in-a-Box

- Two-Day Visioning (scenario building) - (everyone except CB)

- Meeting-in-a-Box: One (1) "meeting-in-a-box" presentation will be made available to serve as presentation material for Staff to various organizations and civic groups as may be needed. This includes one (1) presentation, one (1) training session, and results being analyzed.

TASK 3: COMPREHENSIVE PLAN ELEMENTS

3.1 Comprehensive Plan Visioning + Goals

- Prepare a vision statement for Dripping Springs based on public engagement.
- Establish the City of Dripping Springs Community Goals based on public engagement and the community's vision and direction for the future.

3.2 Market Demand Analysis

- Undertake market analysis with detailed housing and retail/commercial demand to facilitate baseline and scenario options.
- This process will explore capacity for commercial (destination retail, hospitality to support tourism, corridor retail) and how findings relate to the remaining major infill locations (catalyst sites).
- This process will help support and inform the planning process and program justification.

3.3 Comprehensive Plan Planning Elements (PE)

PE 1: Economic Development Strategy

- Analyze existing economic development efforts and support the development of an economic development strategy around the attraction of quality development and proactive economic development polices to guide the economic development program.
- The strategy is to support comprehensive planning polices and regulations from an economic lens that manages growth, recommends infrastructure to serve future development needs, increases and retains local talent, enhances neighborhood quality, reinforces downtown as a place and destination, and increases the overall quality of life for Dripping Springs residents, workforce, visitors, and students.
- The purpose of this process is to link land-use and economic development strategies to integrate the responsible redevelopment and reinvestment of targeted areas with a priority of value capture and other economic priorities based upon the nexus of community input, major landowner goals, and City priorities.

PE 2: Land Use & Character

Analysis of existing development patterns (existing land use), existing Overlays, and Character Area review.

- Conduct an existing land use inventory of the City of Dripping Springs and areas in the immediate fringe around the City, based on standard categories.
- Evaluate existing Overlays, Planned Development Districts, and Character Areas and draft and present in map form, along with text descriptions, recommendations for "Character Areas" that identify unique sub-areas of the City.
- These sub-areas will be utilized for determination(s) of future land use actions by the City Council and City staff, as well as the functional boundary for future sub-area plans that may be adopted by reference into this plan.
- Develop land use categories, designating boundaries and developing the future land use map and draft recommendations that align with Dripping Springs goals for land use policies.

PE 3: Transportation

- Identify conflicts with proposed land use plan.
- Identify opportunities to highlight or enhance the existing Thoroughfare Plan.

PE 4: Infrastructure + Facilities

- Review certain elements related to infrastructure.
- Provide recommendations for revisions to existing design guidelines and utility ordinances to enhance alignment with the public's and staff's vision for future development.

PE 5: Housing

- Analyze demand based upon age and affordability to understand capacity for attainable, and varied housing stock to enable proactive housing strategies and policies.
- This initiative shall assist in creating policies to create healthier, more resilient, and expanded housing choices.
- The purpose of the housing element is to analyze the housing stock and housing market within the City, inventory existing housing resources, identify gaps in the local housing market, identify trends that may affect the housing market over time, and develop strategies to address the current and future needs of the community, with the overall goal of ensuring that housing opportunities are provided for households of all types, ages, and income levels.

The housing element will include a brief write up of the following:

- Housing Baseline Assessment to establish local housing by age, tenure, and values for benchmarking purposes.
- Market Demand based upon regional capture of owner and non-owner-occupied demand based upon age and income affordability ranges.
- Gaps + Trends - we will support the analysis of available gaps in housing product and link with local and regional trends to serve choice residents, increase housing equity, and attract talent to harness economic opportunities.
- Housing Strategy - we will review existing policies, programs, regulations, and incentives to create more sustainable neighborhoods, create balanced housing, integrate fiscally responsible development, and increase economic impacts.

PE 6: Parks + Recreation

- Review the existing Parks Master Plan.
- Incorporate the recommendations of the Parks Master Plan into the Comprehensive Plan.

PE 7: Historic Preservation

- Review the City's three historic districts including the Mercer Street, Hays Street, and Old Fitzhugh Road Historic Districts.
- Prepare a memo that reflects on the connection between the past and future growth of the City.

TASK 3.5: Land Use Scenarios

- Prepare up to three (3) land use scenarios.
- Scenarios to include build-out plus other options.
- Associated with each scenario, this Task will include brief commentary on transportation and infrastructure related needs.

Task 4: IMPLEMENTATION PLAN

- **4.1 Implementation Strategy** The DTJ team will develop an implementation strategy with a focus on the integration of the planning elements.

4.2 Action Steps + Priorities

- We will develop a list of strategies and implementation measures to accomplish the short, mid, and long-term goals and objectives of the Comprehensive Plan for the next 10 years, including:
 - Metrics for work to be completed, with specific reference to catalyst items.

- Timelines that should be followed to complete the goals of the Plan.

TASK 5: INITIAL MEMO & DRAFT REPORT WRITING

5.1 Initial memos with text, graphs, maps & graphics

- The DTJ team will prepare internal memos and draft documents in preparation of the draft and final project report

TASK 6: REPORT WRITING & PRESENTATIONS

6.1 Report with text, graphs, maps & graphics

- The DTJ team will prepare and edit a report that includes the findings and recommendations of the Comprehensive Plan.
- The result will be an easy understandable document with descriptive text, graphs, and maps, including illustrative graphics and photographs.
- The Project will be written up as a draft report for review by City Staff.
- A final report will be prepared for review by Staff, and final review by the Development Committee for approval by the City Council.
- This Task makes provision for a maximum of two (2) rounds of comments by City Staff.

6.2 Executive Summary

- The Comprehensive Plan report will include the preparation of a Comprehensive Plan executive summary.

6.3 Presentations & Communications

- During a total of four (4) meetings with the Development Committee, we will present intermediate deliverables, implementation strategy, and the final Plan.
- We will present the final Plan (final deliverables) during one (1) meeting with the City Council.

TASK 7: INITIAL PROJECT MANAGEMENT

7.1 Project Kick-off Meeting & Half Day Tour

- DTJ will facilitate the Project kick-off meeting with City Staff to discuss previous planning efforts, data collection, the work plan, timeline, and process and communications protocol, and to conduct a driving tour of the City with City Staff to review key critical areas and to gain insight into Dripping Springs' initial vision, opportunities, and inherent challenges.

7.2 Request for Information

- DTJ will prepare a list of relevant demographic data, documents, studies, GIS data, and maps to be provided by City Staff, including recently approved plans

TASK 8: ONGOING PROJECT MANAGEMENT

8.1 Ongoing Project Management

- DTJ will conduct project management throughout the course of the Project.
- This Task includes monthly coordination and progress meetings with City Staff.

TASK 9: GIS DATA COLLECTION & ORGANIZATION

9.1 GIS Prep & Setup and GIS building

DTJ will collect from regularly available sources, organize, and prepare GIS data. Data will be based on existing digital information provided by the City and that is available within 3 months of Project

initiation. If new or additional information becomes available during the process or is part of another format (PDF, Hard Copy, etc.), DTJ will update the information as part of an Additional Services Agreement.

GIS Prep and Setup includes the following:

- Create spatial data layers to include:
 - population and demographic trends
 - political jurisdictions
 - natural and cultural resources areas
 - community facilities and services

DTJ will produce eleven (11) key GIS layers to include:

1. Location Layer
2. Existing Land Use Layer
3. Future Land Use Layer
4. Character Area Layer
5. Entitlements Layer (Development Agreements/PDDs)
6. Areas Requiring Special Attention Layer
7. Natural Features Layer – Water Resources
Showing rivers and streams, wetlands, 100-year flood plain, groundwater recharge areas, and water supply basins.
8. Natural Features Layer – Conservation Areas
Showing planned Green-space areas, major parks and recreation areas, and scenic views and sites.
9. Existing Transportation Facilities Layer
Showing the road network and classifications, bicycle/pedestrian and other transportation facilities as appropriate.
10. Transportation Plan Layer
Showing the proposed improvements to the road network and other transportation facilities as appropriate (including pedestrian and bike facilities).
11. Community Service Facilities Layer
Showing existing and proposed public safety facilities, hospitals and other public health facilities, parks and recreation facilities, general governmental administrative facilities, educational facilities, libraries, and other cultural facilities within the City of Dripping Springs.

9.2 GIS Mapping

DTJ will create data overlays as part of the Comprehensive Plan to:

- Develop the Existing Land Use Plan
- Develop the Future Development Map
- Facilitate discussion in Development Committee meetings, public meetings, meetings with the staff and other officials, and future use of the Plan.

In addition:

- Mapping will be coordinated with Dripping Springs staff to ensure that the Plan addresses local priorities, as well as any regional and State-wide concerns.
- Data layers will be provided in the form of ESRI Shapefiles.
- Existing GIS data will be utilized to take advantage of the knowledge and experience currently imbedded in existing databases.

Attachment "B" Fee Scope

Attachment "B" Fee Scope

A full description of the expectation for each item is listed in the attached requested Scope of Services.

Item	Task	Task Order #1	Task Order #2
1.	Comprehensive Plan 2045 Draft <i>(includes future land use map; incorporation of existing approved plans; analysis of existing data; historic character review)</i>	\$121,175	\$47,400
2.	Public Engagement	\$28,425	\$11,200
3.	Maps with GIS Layers as described in Scope <i>(future land use map; PDD/DA map, Conditional Overlays)</i>	\$25,000	
	Anticipated reimbursable amount @ 5%	\$8,730	\$2,930
	TOTAL	\$183,330	\$61,530

Additional services can be added by written amendment to this Agreement and will be charged at DTJ's Standard Hourly Rates as listed on the next pages.

COMPENSATION AND PAYMENT FOR SERVICES

- DTJ shall be paid a Fixed Fee of \$183,330, excluding expenses, for Task Order #1 for those Basic Services outlined, with the following approximate breakdown by Project Task. You will be billed monthly, based on the percent of completion. The Reimbursable Expenses budget is anticipated at 5% of the fee, which comes to \$8,730.

Dripping Springs Comprehensive Plan						
Tasks	Fee Subtotal	Task Order #1			Task Order #2	
1. PRE-PLANNING	\$20,050	\$20,050				
2. PUBLIC PARTICIPATION PLAN	\$39,625		\$28,425			\$11,200
2.1 Primary Outreach + Engagement	\$23,425		\$23,425			
2.2 Virtual Engagement	\$5,000		\$5,000			
2.3 Visioning + Meeting-in-a-box	\$11,200					\$11,200
3. COMPREHENSIVE PLAN ELEMENTS	\$73,425	\$73,425				
4. IMPLEMENTATION PLAN	\$8,200					\$8,200
5. INITIAL MEMO AND DRAFT REPORT WRITING	\$5,500	\$5,500				
6. REPORT WRITING + PRESENTATIONS	\$21,500					\$21,500
7. INITIAL PROJECT MANAGEMENT	\$7,200	\$7,200				
8. ONGOING PROJECT MANAGEMENT	\$17,700					\$17,700
9. GIS DATA COLLECTION + ORGANIZATION + MAPPING	\$40,000	\$15,000		\$25,000		
9.1 GIS Prep & Setup and GIS building	\$25,000			\$25,000		
9.2 GIS Base Mapping	\$15,000	\$15,000				
Task Order Subtotal	\$233,200	\$121,175	\$28,425	\$25,000	\$47,400	\$11,200
Anticipated Reimbursable Expenses @ 5%	\$11,660	\$6,059	\$1,421	\$1,250	\$2,370	\$560
Project Total	\$244,860	\$127,234	\$29,846	\$26,250	\$49,770	\$11,760
Task Order Total		\$183,330			\$61,530	

2. Any services compensated on an Hourly Basis, including Additional Services, shall be based on the hourly rates set forth in the *Standard Hourly Rate Schedule* for DTJ. Similarly, any Additional Services required of consultants or subconsultants to DTJ on the project shall be compensated on their corresponding Hourly Basis.
3. Additionally, DTJ and its consultants, if any, shall be reimbursed for expenses incurred in the interest of the project. Those prices listed shall apply to those reimbursable items produced in-house. Other expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at no less than cost, and at no more than cost-plus-fifteen percent (15%). Such expenses will include but are not limited to printing, visual documentation of project graphics, postage, delivery, mileage, per diem, fax, and long-distance telephone. Airfares and other travel expenses related to the project will be billed at 1.05 times cost.
4. This Agreement anticipates DTJ's services will proceed continuously and will be completed within eleven (11) to thirteen (13) to months. If and to the extent this time is extended, or if DTJ's services are delayed or interrupted and have not been completed within this time limitation, compensation for any services rendered during the additional period of time shall be computed as an Additional Service based on the Standard Hourly Rates then in effect. Costs associated with re-starting the project after a suspension of work of thirty (30) days or longer shall be an Additional Service.

DTJ STANDARD HOURLY RATE SCHEDULE

Effective date January 2022

<u>Position</u>	<u>Rate/Hour</u>
Principal / Associate Principal	\$200 - \$300
Sr. Designer/Associate/PM	\$150 - \$225
Staff	\$80 - \$150

These rates are subject to review and adjustment in January and July of each calendar year by DTJ. DTJ shall notify Client in writing of any changes resulting from such review.

STANDARD PRICES FOR REIMBURSABLE EXPENSE ITEMS PRODUCED IN-HOUSE

Large Format Copy/Print/Scan \$0.95/s.f.	<u>Small Format Copy/Print/Scan B&W/Color</u>
Large Format Mylar Copy/Print \$8.85/s.f.	8.5 x 11 - \$0.10 ea./\$0.90 ea.
	11 x 17 - \$0.20 ea./\$1.80 ea.

Attachment "C" Project Schedule

Attachment “D” Consultant Insurance Requirements

CITY OF DRIPPING SPRINGS PLANNING FIRM INSURANCE REQUIREMENTS

Planning Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured on the General & Auto Liability coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance where the change affects the coverage of the City as an additional named insured.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Planning Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per claim and \$1 Million Dollars aggregate.