

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONSULTANT SERVICES  
RELATED TO  
PROJECT NO. 2023-10017  
CITY OF TOMBALL  
COMPREHENSIVE PLAN, MAJOR THOROUGHFARE PLAN  
& UNIFIED BUILDING CODE UPDATE**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

NOW, THEREFORE, the City and Consultant in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.  
SCOPE OF AGREEMENT**

Consultant agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Consultant compensation as stated in the sections to follow.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.  
OWNERSHIP OF WORK PRODUCT**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

**SECTION IV.  
TIME FOR PERFORMANCE**

The time for performance is an estimated 650 calendar day duration beginning from the execution date of this Agreement, as described in Exhibit "A" attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

**SECTION V.  
COMPLIANCE AND STANDARDS**

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance.

**SECTION VI.  
INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$450,000.00, including reimbursable expenses.

**SECTION VIII.  
INSURANCE**

Consultant shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Consultant. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.  
Attn: Shad Comeaux  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

#### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

#### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

#### **SECTION XIII. DISCLOSURE OF INFORMATION**

Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

#### **SECTION XIV. MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XVIII.  
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XIX.  
MISCELLANEOUS PROVISIONS**

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

B. This Agreement is for sole benefit of the City and Consultant, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

D. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Consultant, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, 2023.

**Freese & Nichols, Inc.**

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Name: Shad Comeaux  
Title: Vice President/ Principal

**CITY OF TOMBALL, TEXAS**

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David Esquivel, City Manager

ATTEST:

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Tracylynn Garcia, City Secretary

# EXHIBIT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### PROJECT UNDERSTANDING:

As further described below, the City of Tomball (Client, City) is engaging FNI (Consultant) to develop a comprehensive plan amendment and updated development regulations anticipated in the form of a Unified Development Code (UDC), consistent with standards, procedures and best management practices in Texas. Execution of the contract by all parties shall constitute notice to proceed.

Concurrent with this planning process, the City is conducting water and wastewater master plans, drainage master plans, impact fee updates and a parks, recreation and open space master plan. Information from these respective planning efforts will be coordinated with the Comprehensive Plan and Development Regulations and vice versa.

#### SCOPE OF SERVICES:

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate or, in some cases, may deviate from the sequence shown in this Scope of Services document.

### **PHASE 1: PROJECT MANAGEMENT, COORDINATION, MEETINGS AND ENGAGEMENT**

#### **Task 1.1: Project Management and Quality Control**

Perform general project management and control project quality, progress and budget for the scoped period of completion, including the Consultant's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

#### Deliverables:

- a. Project schedule, updated as needed
- b. Monthly one-page reports and invoices

#### **Task 1.2: Engagement and Meetings**

The consultant will prepare an engagement plan for approval by the City, consistent with the following:

1. Staff Check-In Meetings

The Freese and Nichols Team will meet with City staff periodically throughout the project to discuss project progress, key action items and responsibilities, and the project schedule. These meetings will take place through standing conference calls to be determined by the Client and the Freese and Nichols Team. The project's progress and status will also come through monthly status updates will be submitted that summarize progress and document upcoming tasks. The monthly status updates

will outline any upcoming key decisions which will require input from or discussion with the City. Outside of scoped project meetings, conference calls with City staff will be scheduled as needed.

## 2. Project Initiation

A conference call or virtual meeting with key project team staff from the City will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off.

## 3. Kick-off Meeting and Study Area Tour

Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.

## 4. Comprehensive Plan Advisory Committee (CPAC) Meetings

CPAC members will be identified by the City at the outset of the project. CPAC meetings will allow for the review of key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps, handouts, or materials, and drafts of key tasks for review and comment. A total of five (5) meetings are included in this scope of work. The first CPAC meeting could take place as part of the trip for the Kickoff Meeting and Study Area Tour.

## 5. Stakeholder Meetings and/or Community Conversations

A total of one (1) day of stakeholder meetings are planned and will be held virtually unless combined with other scheduled in-person efforts. Over the course of a few days near the beginning of the project, FNI will seek to engage in conversations with community leaders and other stakeholders who can provide specific insights into the Comprehensive Plan process, as identified by the City. These stakeholders can be engaged through a variety of methods, details of which will be determined via the Engagement Plan.

## 6. Public Engagement Effort

Two (2) community events or other public engagements with similar levels of effort, as established in the Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on residents' visions for the City. These will be in-person engagements unless otherwise warranted due to identified project needs. "Meetings-in-a-box" will also be created to allow for community organizations or individuals to engage their circles of influence.

## 7. City Council Briefings and Adoption Meetings

Attend seven (7) City Council or Planning and Zoning Commission meetings during the process, which may be structured as joint meetings of the Planning and Zoning Commission and the City Council.



8. Project Website, Surveys and Branding
  - a. The City will establish a project website to host the community survey, engagement materials and final documents.
  - b. Develop one (1) non-scientific online community survey and online ideas wall during the visioning phase.
  - c. The full draft of the plans and development regulations will be available online for public review and comment.

Deliverables:

- a. Meetings, events and engagements, and their associated support materials, as described
- b. Summaries of each engagement activity

**PHASE 2: COMPREHENSIVE PLAN AMENDMENT AND THOROUGHFARE PLAN UPDATE**

**Task 2.1: Community Snapshot and Existing Conditions Update**

FNI may place the following information within the body of the Plan or place it in an appendix and shift the introduction to the Vision chapter to enhance readability.

1. Baseline Analysis
  - a. Update the existing demographics based on new Census data and projections.
2. Context Analysis
  - a. Study a historic timeline of the City, including major events impacting the physical development of the community.
  - b. Review and critique past and ongoing planning efforts conducted by the City.
  - c. Evaluate regional initiatives.
  - d. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
  - e. Identify strengths, weaknesses, opportunities, and constraints related to the physical/environmental conditions, policy/regulatory conditions, and ownership and land assembly conditions at play in the study areas.

Summary of Task 2.1 Deliverables:

The Community Snapshot Analysis Report will be a draft Plan element, potentially in the form of an appendix, of written information, supported with charts, tables and other graphics depicting the above information, explaining the importance, patterns and meaning of the facts as they relate to the City and the

Comprehensive Plan.

## **Task 2.2: Community Vision and Guiding Principles**

### 1. Community Vision

Based on an assessment of the existing goals and objectives of Tomball, an understanding of existing community constraints, and a summary of public input and feedback, the community's vision will be developed.

### 2. Guiding Principles

The foundation of the Comprehensive Plan will be defined through the guiding principles and goals. The plan recommendations and implementation result from the Comprehensive Plan's guiding principles and goals, which support the community's vision. FNI will develop guiding principles/goals based on analysis, community input and feedback received at the beginning of the process.

### 3. Summary of Community Engagement

Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in an appendix.

Summary of Task 2.2 Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information. This will include:

- Brief summary of community input and surveys
- Development of guiding principles to assist in recommendations and formation of implementation strategies.

## **Task 2.3: Future Land Use**

### 1. Future Land Use & Development Types and Projections

A key component of the Future Land Use Plan is the definition and discussion of future land use types, at times called place types, including any new land use types that may be applicable within the City. Discussions of the types of land uses will include associated character guidelines and preferred locations. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map described below.

### 2. Growth Scenarios

- a. Forecasting of the City's growth based on recent growth trends and utility master plans.
- b. Identification of areas of stability, incremental change and transformative change.
- c. Generation and assessment of up to three (3) growth scenarios with community members,

the CPAC, and elected officials (format to be determined via the Engagement Plan). Discussion of tradeoffs including economic growth, quality of life, community health, environmental and agricultural conservation, net revenue position, transportation, long-term sustainability and community resilience.

### 3. Future Land Use Plan

The Future Land Use Plan is a policy document which is intended to guide City staff and officials as they make decisions on where, when and how the City should grow and redevelop. The development of a future land use plan will ensure a cohesive and unified vision for the City is presented to developments and property owners as future development and redevelopment occurs within the community. FNI will develop a future land use plan that will consider existing land use information, neighborhood compatibility, anticipated zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and integrate them into a graphic depiction of the community's future.

### 4. Population Projections and Capacity Analysis

Incorporate a new projected growth rate and population projections for the City based upon concurrent water and wastewater master planning efforts. The population projections will help inform decisions pertaining to infrastructure, public facilities, parks and other Capital Improvement Program items. FNI will evaluate shifting population patterns and trends to increase understanding of Tomball's stage of growth and development relative to build-out, including a capacity analysis based on the future land use map.

### 5. Development/Redevelopment Opportunity Areas

As the planning team assesses future land uses, we will identify up to two (2) opportunity areas (other than Downtown) for an assessment that may explore the potential for catalytic change. Opportunity areas are unique places or have the potential to become unique areas through specific strategies, incentives or locations. An example might be the Highway 249 corridor. The existing conditions and factors to consider will be evaluated, and a vision for each area will be identified with general strategies to achieve the vision outlined. Funding an opportunity area study through the Houston-Galveston Area Council might be possible.

### 6. Future Land Use Plan Map

The Future Land Use Plan Map will depict color-coded land uses within the City's planning area. The map will consider the following:

- a. Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
- b. Location of environmentally sensitive areas or barriers that should be considered when making future development decisions.
- c. Location of future land uses along major transportation corridors along with associated intensities.

- d. Economic productivity through development and redevelopment strategies, seeking to enhance the net revenue position of the City and balancing tax base.
- e. Compatibility of adjacent uses and contexts to provide thoughtful transitions and buffering.
- f. Anticipated use as a basis to establish zoning.

## 7. Growth Management

Prepare buildout analyses and timing/phasing linked to infrastructure for fiscal implications and identify any direction regarding future annexation as well as other ETJ management tools and policy regarding special districts.

### Summary of Task 2.3 Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information.

### **Task 2.4: Transportation and Mobility**

#### 1. Current Plans and Agency Coordination

Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), and the Metropolitan Planning Organizations (MPO).

#### 2. Existing Conditions Assessment

Conduct a general overview of the existing thoroughfare system to serve as a basis for plan development. This assessment will include: existing street functional classification, identification of critical intersections, existing and future major traffic generators, and key regional connections. Efficacy of techniques like prescriptive street grids will be explored for appropriateness. Data of available traffic volumes from the City, TxDOT or MPO will be used to assess general roadway utilization and potential issues resulting from long-term growth, though travel demand modeling and similar modeling is not included. Data compiled from this task of effort will be documented to establish a planning context and include:

- a. Current local and regional travel patterns
- b. Key planning, growth and development influences on arterial corridors
- c. Supporting identified issues and needs of the arterial transportation network

#### 3. Thoroughfare Plan and Functional Classification

Based on plan input, future land use planning, evaluation of future needs, and growth/connectivity, update the Thoroughfare Plan to address a community need, regional connectivity, and long-term needs for thoroughfare network development. System functional classification will also be addressed to facilitate long-term mobility needs. Key arterial classes of the network will be

identified for policy recommendation, the general design and right-of-way preservation.

#### 4. Design Standards

The City's current design standards will be reviewed, and recommendations will be prepared for up to seven (7) street functional classifications with up to 3 variable context environments. These recommended roadway cross-sections will graphically depict land configurations, pedestrian realm and right-of-way dimensions. General design standards for thoroughfare layout (location, intersection spacing, etc.) may also be prepared. Supporting text detailing pedestrian systems will also be included. General recommendations for future trail and pedestrian connection locations may be made graphically on maps.

#### 5. Action Plan

Provide a list of near- and long-term actions for implementing the thoroughfare plan, including general roadway needs, key policy considerations (traffic impact analysis, etc.), and other programmatic items (pavement management program, etc.).

#### Summary of Task 2.4 Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information.

#### **Task 2.5: Downtown Assessment**

##### 1. Existing Conditions and Planning Context Analysis

FNI will review past or ongoing efforts that may influence the Study Area and summarize key recommendations. FNI will evaluate and document existing conditions in the Study Area. Emphasis will be placed on the most recent plans, and those found most relevant by the City. Other existing conditions to be reviewed may include but are not limited to regional context, transportation plans, campus plans, history, demographics and growth trends, municipal boundaries, regulatory controls, and general planning context for the Study Area.

FNI will inventory and analyze existing land use, transportation, and urban design conditions and plans within the Study Area, documenting the building and design conditions in the Study Area. The Consultant will examine current design guidelines applicable to the Study Area.

This assessment is critical to identifying locations within the Study Area ripe for public investment, private investment or a combination, opening the door for infill opportunities, redevelopment, activation and creation of engaging urban environments.

##### a. Physical Framework Affecting Redevelopment

In conjunction with the assessment of existing conditions, the FNI will review the study area's physical framework concerning issues that pose opportunities and constraints to market-based redevelopment and revitalization, such as the following:

- Existing land use patterns (public and private), parking areas and green spaces, and similar characteristics affecting area identity
- Regional and local traffic/transportation framework with an emphasis on issues

affecting access and visibility to the private properties within the study area

- Vehicular circulation and the pedestrian experience/accessibility
- Privately held structures, both historic and contemporary
- Vacant and underutilized parcels

b. Policy/Regulatory Framework Affecting Redevelopment

In conjunction with the assessment of existing conditions, the FNI will review the study area's policy and regulatory framework concerning issues that pose opportunities and constraints to market-based redevelopment such as the following:

- Existing regulations and effects on development
- Current municipal and regulatory boundaries including city limits, tax increment reinvestment zones and other special districts

c. Ownership and Land Assembly Framework Affecting Redevelopment

In conjunction with the assessment of existing conditions, the FNI will review the study area's ownership and land assembly framework concerning issues that pose opportunities and constraints to market-based redevelopment such as the following:

- Existing ownership patterns and related encumbering issues
- Existing assessed values and related opportunities/constraints
- Publicly owned lands

2. Implementation and Recommendations

The implementation and recommendations will be structured into a coordinated action program so that City leaders, staff and other decision-makers can easily identify the steps that are necessary to achieve the vision for downtown that is described within the Plan. The implementation plan will outline priorities in a matrix format, primarily by:

- Reviewing the various policies and related recommendations.
- Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions (e.g., possible development or subdivision ordinance updates), programs, and intergovernmental partnerships, to create an overall Action Plan. This will include identification of responsible parties, best fit approaches for financing, etc.
- Prioritizing the implementation techniques/actions into appropriate time periods.
- Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward plan implementation.
- Creation of a Capital Improvements Plan related to implementation, including prioritization, estimated design & construction costs and recommendations for financing such improvements.

Summary of Task 2.5 Deliverables:

Documentation of findings from all efforts of Task 2.5 as part of the Future Land Use chapter.

### **Task 2.6: Economic and Fiscal Resilience**

1. Evaluate economic approaches and challenges in the City and Region to develop strategies to build economically resilient and diverse communities.
2. Analyze the broad factors influencing new development, redevelopment and tourism activity in the City, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.
3. Examine the high level economic and tax impacts of the major components of the Plan, providing the City with a sense of how much new job activity and incremental revenue will be captured over the next 10 to 20 years. This will include estimation of net revenue position and tax base balancing.
4. Recommendations and findings will take into consideration the City's position within the Region's competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.
5. Identify strategies to balance and bridge the gap between current market demand, long-term desired state or aspiration goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned.

Summary of Task 2.6 Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information.

### **Task 2.7: Housing, Neighborhoods and Sense of Place**

1. Neighborhood and Housing Assessment
  - a. Evaluate neighborhoods at a high-level in terms of completeness: where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
  - b. Identify a variety of existing and recommended neighborhood and housing programs to address any emerging issues.
  - c. Explore housing typologies to address compatibility with character while allowing for incremental change, such as the use of accessory dwellings, townhomes and a variety of building type formats and other forms of housing responsive to market interest and need.
2. Preservation, Character, and Design
  - a. Assess the City's ongoing efforts in historic preservation, identifying any needs for new or updated historic resources surveys.

- b. Develop policies that address community gateways, community image, and the preservation of character-giving community elements, such as improvements to the public realm to promote accessibility, character, community, identity through urban design, streetscapes and public art.
- c. Consider approaches to underutilized existing development types and infill, such as older strip centers, for incremental redevelopment and activation.

Summary of Task 2.7 Deliverables:

A draft Plan element of written information, supported with charts, tables and other graphics depicting the above information.

### **Task 2.8: Implementation**

The implementation plan will be structured into a coordinated action program so that City leaders, staff and other decision-makers can identify the steps that are necessary to achieve the vision for the City that is described within the Plan. Aspects of implementation may be structured within the plan itself or in an action plan appendix for usability.

### **Task 2.9: Final Documents**

#### 1. Draft Report

Individual draft plan elements will be developed throughout the planning process. The City will consolidate comments from staff, steering committee and others and provide one set of consolidated comments per plan element to FNI.

FNI will prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and tasks. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The document will be designed with modern graphic design and narrative approaches to be approachable to technical and non-technical audiences. The draft will be provided to the City and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, the steering committee and others on Draft 1 and provide one set of consolidated comments. FNI will request a comment review meeting to clarify any comments.

FNI will prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Council.

#### 2. Final Report and Deliverables

FNI will produce an "as adopted" final report to incorporate any changes made during the adoption process by City Council. This document will be created in digital format, including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City.

#### 3. Plan Mapping



Project mapping is vital to both dissemination of information at meetings and the Comprehensive Plan document. All mapping created by the Consultant will be prepared using ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in a compatible electronic format to generate the necessary mapping.

Summary of Task 2.9 Deliverables:

- Plan element drafts as described above and throughout
- Draft report for review (Draft 1 and Draft 2)
- Final report and other plan deliverables
- The results of the Comprehensive Plan documentation will be digital files of the final Comprehensive Plan, including mapping data, photos, presentations, and any other material utilized during the planning process. Electronic files may also be provided through other digital file transfer systems mutually agreed to by the City and FNI.

### **PHASE 3: DEVELOPMENT REGULATIONS UPDATE**

#### **Task 3.1: Project Initiation, Form and Outline**

1. Prepare and finalize a project work plan/outline based on updating/rewriting the following, including identification of preferred form (e.g., Unified Development Code):
  - a. Chapter 50 (Zoning)
  - b. Chapter 40 (Subdivision)
  - c. Chapter 38, Article V (Street and Drainage Facilities) and select elements of Article VI (Right-of-Way Management)
  - d. Chapter 34 (Signs)
  - e. Chapter 26 (Manufactured Homes, Mobile Dwelling Structures and Recreational Vehicles)
  - f. Chapter 10, Article VIII (Flood Damage Prevention)
2. With direction from the City, define other critical regulations outside of those listed above from the Code of Ordinances with which to align the project development regulations for consistency and cross-reference as needed, but that will remain unaltered and outside of this project.
3. Preparation of the project development regulations does not include development of or revisions to Engineering Criteria Manuals, Construction Specifications and Standards Manuals, or Development Manuals, but such manuals will be cross-referenced as appropriate. Such revision services are available as an additional service.

#### **Task 3.2: Diagnostic of Current Regulations**

Produce a Code Diagnostic and Analysis Report to lay the foundation for revising the existing regulations. The diagnostic report will be used to guide the creation of the Development Regulations update. It is important that consensus is reached on the recommended changes and approach to streamline the ordinance writing process. The diagnostic report will be in memorandum/report format (approximately 30-40 pages in length), which will summarize the issues and recommended changes to the existing regulations, informed by the direction of the Comprehensive Plan.

This will focus effort in order to streamline the remainder of the process, identifying issues with all Code users and stakeholders, discussing potential resolutions and identifying the selected course of action.

FNI will conduct up to 12 hours of stakeholder interviews over two days, including internal (City Staff, elected/appointed officials) and external (developers, engineers, etc.) stakeholders, as identified and organized by City Staff. In addition to stakeholder input, the report will consider the following:

1. Evaluation of Comprehensive Plan in Phase 2 for relevant impacts to the regulatory environment.
2. Best practices evaluation, including the changing legislative and case law environments.
3. Establishment of the recommended organizational structure for the development codes.

City Staff is responsible for providing one set of consolidated comments on the draft report within 14 calendar days of receipt. FNI and City Staff will conduct one virtual meeting to review the City's comments. FNI will provide a revised report for discussion and direction at a joint workshop with the Planning & Zoning Commission and City Council. Based on the joint workshop direction, FNI will provide a final electronic deliverable of the report.

### **Task 3.3: Preparation of the Development Regulations**

Consultant shall undertake preparation of the development regulations based upon the findings of the Comprehensive Plan and the Diagnostic Evaluation to achieve a set of development codes that is implementable, legal, internally consistent and aligned to the vision.

#### 1. Module Drafting Process

The process for creating the development regulations will be divided into several distinct parts (modules) to allow for focused and topical discussion between City Staff and FNI. City Staff is responsible for providing one set of consolidated comments for each part, with conflicting comments either resolved or identified for a facilitated comment resolution conversation.

#### 2. Module Draft Review Process

- a. FNI will prepare one working draft for each of module. FNI will provide a brief (approximately one hour) virtual orientation session to introduce each module to City Staff.
- b. One set of consolidated comments from City Staff within 28 calendar days of receipt of the working draft. After written comments have been provided, FNI and City Staff will hold a virtual call (approximately one to two hours, as needed) to review City Staff's comments and direction.
- c. FNI will complete one revision following receipt of review comments, which will be included in the Full Discussion Draft.

#### 3. Full Discussion Draft

- a. Based on City Staff comments and revisions to the module draft reviews, FNI will prepare a Discussion Draft.
- b. FNI will deliver the discussion draft to the City, with City staff providing one review within 28 calendar days of receipt. FNI will edit as necessary, and post on the project website for public review.

- c. FNI will review all comments with City Staff and address as necessary to prepare a Final Draft for adoption consideration.
4. Zoning Map – This scope of services does not include amendments to or development of a new zoning map.
5. Final Draft and Adoption
  - a. FNI will prepare a draft set of development regulations for adoption consideration, and advise as necessary on the adoption process and notifications.
  - b. The Final Draft will be posted on the project website for public transparency.
  - c. FNI will attend in-person and facilitate one joint workshop with the Planning & Zoning Commission and City Council to review the draft development regulations and discuss initial feedback.
  - d. FNI will provide a revised draft of the development regulations for adoption consideration.
  - e. FNI will attend in-person and facilitate one public hearing at a joint meeting with the Planning & Zoning Commission and City Council to consider recommendation and adoption of the development regulations.

Deliverables:

- Project deliverables include all electronic files in Microsoft Word and Adobe PDF formats to edit and reproduce the development regulations. Note that this scope of services does not include development of engineering design/construction details or a zoning map.

## ARTICLE II

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

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

ARTICLE III

**TIME OF COMPLETION:** Consultant is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the basic services within **twenty-one (21) months of the notice to proceed.**

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

ARTICLE IV

**COMPENSATION:** FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$450,000. All project expenses are included.

<b>Project Phases</b>	<b>Fee Breakdown</b>
<b>Basic Services</b>	
PHASE 1: PROJECT MANAGEMENT, COORDINATION, MEETINGS AND ENGAGEMENT (includes Phases 2-3)	\$137,000
PHASE 2: COMPREHENSIVE PLAN AMENDMENT AND THOROUGHFARE PLAN UPDATE	\$120,000
PHASE 3: DEVELOPMENT REGULATIONS UPDATE	\$193,000
<b>TOTAL</b>	<b>\$450,000</b>

## ARTICLE V

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

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

## ARTICLE V

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

FNI's Project Representative

Name: Shad Comeaux, AICP  
E-mail: shad.comeaux@freese.com  
Phone: 832-456-4766

FNI's Accounting Representative

Name: Lisa Broussard  
E-mail: lisa.broussard@freese.com  
Phone: 972-331-6021