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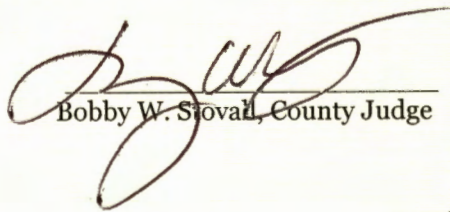
RESOLUTION

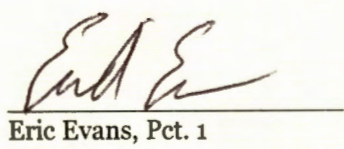
A RESOLUTION OF HUNT COUNTY, TEXAS, SELECTING PROFESSIONAL SERVICES REGARDING SUBDIVISION REGULATIONS, LAKE ZONING REGULATIONS, AND A LAKE COMPREHENSIVE PLAN

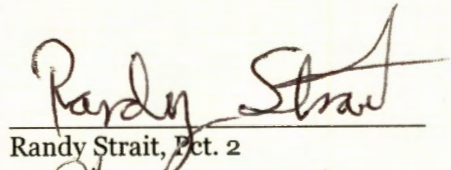
WHEREAS, In agreement with Government Code Chapter 2254 addressing professional services procurement and the selection of a provider for professional services and the related prohibition of competitive bids for such professional services, along with the counties of Cooke, Fannin, and Rockwall operating in the same manner for professional services, Hunt County will consider awarding a contract for Freese and Nichols for professional services regarding subdivision regulations, lake zoning regulations, and a lake comprehensive plan. Additionally, Texas Local Government Code Chapter 252 Purchasing and Contracting Authority of Municipalities Section 252.0215 exempts a procurement for personal, professional, or planning services from the requirement to submit a proposal required by SUBCHAPTER B. COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED.

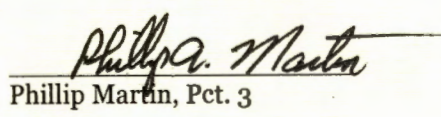
NOW, THEREFORE, be it resolved that the Hunt County Commissioners Court approves the Professional Services Agreement with Freese and Nichols attached as Exhibit "A," and gives the County Judge authority to sign the agreement on behalf of the County.

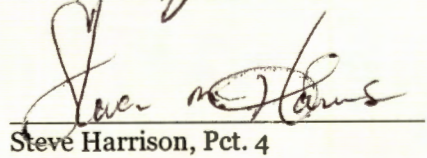
Approved this the 10th day of February, 2020 by the Hunt County Commissioner's Court.


Bobby W. Stovall, County Judge

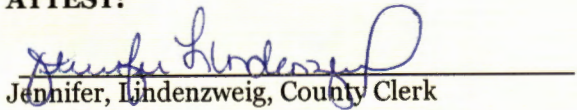

Eric Evans, Pct. 1


Randy Strait, Pct. 2


Phillip Martin, Pct. 3

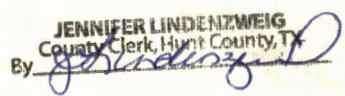

Steve Harrison, Pct. 4

ATTEST:


Jennifer Lindenzweig, County Clerk

FILED FOR RECORD
at 11:45 o'clock 2 M

FEB 10 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 



PROFESSIONAL SERVICES AGREEMENT

FILED FOR RECORD
at 11:45 o'clock 2 M

FEB 10 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By Jennifer Lindenzweig

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by Hunt County, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Lake Tawakoni Comprehensive Plan, Lake Zoning Regulations, County-Wide Subdivision Regulations and Engineering Standards Manual (ESM) Project.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: [Signature]
WENDY D. SHADY, PRINCIPAL
Print Name and Title

Date: 12-9-19

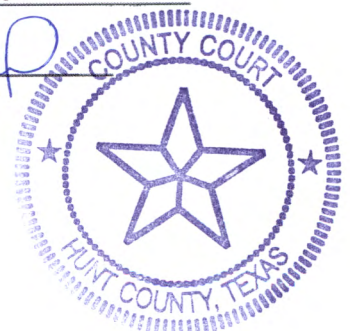
ATTEST: [Signature]

Hunt County

By: [Signature]
Booby W. Spool, County Jail
Print Name and Title

Date: 2-10-2020

ATTEST: [Signature]



SCOPE OF SERVICES

ARTICLE | I

PROJECT UNDERSTANDING

The purpose of this Project effort is to update the County's Lake Tawakoni zoning regulations and the County-wide subdivision regulations. The project is divided into four phases.

The first phase is to kickoff the project. The County and FNI will meet to review the overall project scope and objectives. Additionally, background information and County history related the zoning and subdivision topics will be discussed.

The second phase of the project is to develop a Lake Comprehensive Plan for the area surrounding Lake Tawakoni in Hunt County. A Lake Comprehensive Plan is needed to determine the vision for the lake that is supported by County officials and the public. The Lake Comprehensive Plan will be used as a basis for the third and fourth phases of this project.

The third phase is the update of the existing zoning regulations surrounding Lake Tawakoni. County zoning regulations can be applied within 5,000 feet of the shoreline of the lake. The current Lake Zoning Commission will serve a key role in the update of the zoning regulations.

The fourth phase of the project is the update of the County-wide subdivision regulations. FNI understands that the County desires to update its subdivision and land development rules and regulations to identify deficiencies, modernize standards, align with State statutes, and streamline the development review/approval process. FNI will assess the County's subdivision standards and floodplain and stormwater management processes, as well as procedures to efficiently process and approve development applications.

The fifth phase of the project is for FNI to prepare an Engineering Standards Manual (ESM) to address basic (1) drainage and (2) roadway improvements.

- Hunt County does not currently have any engineering standards for drainage or roadway improvements. In order to prepare the ESM, FNI will use a template document from either a Texas city or county as a base document.
- For drainage engineering standards, FNI will review drainage criteria standards or manuals from other cities or counties and select basic standards that FNI determines are needed to be included in the ESM.
- For roadway engineering standards, FNI will review roadway criteria standards or manuals from other cities or counties and select basic standards that FNI determines are needed to be included in the ESM.

PHASE 1 | PROJECT KICKOFF

Freese and Nichols, Inc. (FNI) will conduct a project kickoff with County officials to begin the project.

The scope of services includes the following tasks:

- A. Project Kickoff Meeting with County
 1. FNI will have a project kickoff meeting with the County to determine the County's Project Manager, communication plan, and request data and documents that the County will provide to FNI.
 2. The purpose of the kickoff meeting will be to layout and provide coordination between the County and FNI.
 3. Meeting # 1: One (1) meeting with the County Judge and other County Officials, which will be determined by the County Judge.

PHASE 1 | MEETINGS FOR THE PROJECT KICKOFF:

- A. FNI will conduct one (1) meeting for this phase per the project schedule.

PHASE 1 | DELIVERABLES FOR THE PROJECT KICKOFF:

- A. None

PHASE 2 | LAKE COMPREHENSIVE PLAN:

FNI shall render the following professional services in connection with the development of the project:

- A. Baseline Chapter (Chapter 1 of the Comprehensive Plan):
 1. Chapter Purpose: This chapter will establish the baseline planning elements important to consider during the planning process.
 2. Previous Planning Studies: FNI will review previous planning studies, such as transportation plans or economic development studies.
 3. Population Growth: FNI will conduct an analysis of the County's population growth. FNI will also include regional population growth estimates and projections for the region.
 4. Existing Land Use: FNI will inventory the land uses surrounding the lake. The existing land use inventory will include:
 - i. Analysis of types of land use (color-coded by category and quantified by acres);
 - ii. Discussion of existing development patterns; and
 - iii. Discussion of existing land use relationships, both positive and negative.
 5. Physical Factors Influencing Development: FNI will document the physical environment that influences the future land use pattern and rate of growth. The following are the specific elements to be documented in order to describe the existing physical environment.
 - i. Analysis of the municipal boundaries;

- ii. Analysis of the major topographic features in southeastern Hunt County, including any areas of unusual topography or extensive tree cover; and
- iii. Generalized documentation and analysis of existing floodplain areas and the proposed lake take line boundary.

B. Vision Chapter (Chapter 2 of the Comprehensive Plan):

1. **Chapter Purpose:** The vision for the lake is more than simply an idea of what the residents of Hunt County want the lake to become; a vision is reflective of the many tangible and intangible characteristics and values that Hunt County residents desire to preserve and to provide for current residents and future generations of residents.
2. **Issue Identification (Public Input):** County residents, stakeholders, Zoning Commissioners, and County Commissioners will be solicited to identify issues they believe are important for the Comprehensive Plan to address. The issue identification process is envisioned to be a brain-storming session during which individuals provide issues for discussion.
3. **Visioning Exercise (Public Input):** The vision exercise will ask County residents, stakeholders, Zoning Commissioners, and County Commissioners what they believe the lake should offer to the community of Hunt County in regards to development and recreation.
4. **Vision Statement:** Based on the results of the public input exercises, a vision statement for the lake will be prepared.

C. Future Land Use Plan (Chapter 3 of the Comprehensive Plan):

1. **Chapter Purpose:** This chapter will establish the future land uses surrounding the lake. The Future Land Use Plan is a policy document that is intended to guide County officials and staff as they make decisions on lake area development and zoning. Development of a land use plan that is understandable to citizens, County staff, Zoning Commissioners and County Commissioners will ensure that a cohesive and unified vision for the lake is presented to developers and property owners as future development occurs around the lake that will protect and enhance the long term use of the lake.
2. **Future Land Use Types Defined:** A key component of the Future Land Use Plan is the definition and discussion of future land use types. Discussions of the types of land uses will center on the types of land uses, such as residential, nonresidential, and recreation, and where they are best suited around the lake. The type and density of development will be discussed.
3. **Future Land Use Plan Map:** The Future Land Use Plan will culminate with the depiction of color-coded land uses within the lake planning area. The plan will consider the following:
 - i. Location of future residential, nonresidential, recreational and open space and public land uses;
 - ii. Location of environmentally sensitive areas or barriers that should be considered or protected when making future development decisions; and
 - iii. Location of future land uses along major transportation corridors.
4. **Land Use Projections:** Land use projections will be calculated. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map.

D. Lake Area Transportation Plan (Chapter 4 of the Comprehensive Plan):

1. **Chapter Purpose:** Land use and transportation decisions are interrelated. Therefore, an important part of the Comprehensive Plan will be to examine the relationship between the existing thoroughfare systems and both existing and future land uses. The purpose of this section is to provide a transportation framework that will serve as a guide for mobility decisions to, from, and around the lake. The County recently developed a new County Thoroughfare Plan and this chapter will build upon the network developed within that plan.
 2. **Existing Conditions:** FNI will conduct a general overview of the existing transportation system to serve as a basis for plan development.
 3. **Transportation Plan:** Based on plan input, the Future Land Use Plan Map, the new County Thoroughfare Plan, and identified future needs, FNI will create the Lake Area Transportation Plan by addressing functional roadway classifications, roadway sizing options, and roadway design standards.
- E. **Implementation Plan (Chapter 5 of the Comprehensive Plan):**
1. **Chapter Purpose:** The Implementation Plan will be structured into a coordinated action program so that County leaders, staff, and other decision-makers can easily identify the steps that are necessary to achieve the vision for Hunt County that is described within the Comprehensive Plan.
 2. **Implementation Actions:** The Implementation Plan will outline actions primarily by:
 - i. Reviewing the various policies and related recommendations from each Plan element;
 - ii. Dividing the policies and related recommendations into applicable implementation actions, such as regulatory actions (e.g., zoning regulations), programs, and intergovernmental partnerships; and
 - iii. Prioritizing the implementation actions into appropriate timeframes.

PHASE 2 | MEETINGS FOR THE COMPREHENSIVE PLAN:

FNI will conduct ten (10) meetings with the County to develop the Lake Comprehensive Plan. The following meetings are included within this scope.

- A. **Meeting #2: Commissioners Court Meeting (Kickoff Meeting)**
 1. FNI will provide an overview of the project scope and give an orientation session for Commissioners Court to explain the purpose of the project.
 2. FNI will conduct visioning exercises to solicit input from the Commissioners Court.
- B. **Meeting #3: Lake Zoning Commission Meeting (Kickoff Meeting)**
 1. FNI will provide an overview of the project scope and give an orientation session for the Lake Zoning Commissioners to explain the purpose of the project.
 2. FNI will conduct visioning exercises to solicit input from Lake Zoning Commissioners.
- C. **Meetings #4: Stakeholder Interviews**

1. FNI will conduct a meeting or meetings with individuals selected by either County Commissioners or County staff.
 2. All meetings will be held on the same day.
 3. At these meetings, FNI will gather input for the plan with an issue identification exercise and a vision exercise.
- D. Meeting #5: Public Open House Meeting
1. FNI will conduct a public meeting at a location determined by the County Commissioners.
 2. FNI will provide an overview of the project scope and give a planning orientation session for the public.
 3. FNI will conduct visioning exercises to solicit input from the public.
- E. Meeting #6: Lake Zoning Commission Meeting (First Draft Discussion)
1. Using the input from the above meetings, FNI will create the first draft of the entire plan.
 2. At this meeting, FNI and the Lake Zoning Commission will meet to review the first draft.
 3. Revisions to the draft will be identified at this meeting.
- F. Meeting #7: County Commissioners Update Meeting
1. FNI will attend the County Commissioners meeting and provide an update of the project.
 2. FNI will provide an overview of the first draft and initial plan revisions.
- G. Meeting #8: Lake Zoning Commission Meeting (Second Draft Discussion)
1. Using the input from the above meetings, FNI will create the second draft of the entire plan.
 2. At this meeting, FNI and the Lake Zoning Commission will meet to review the second draft.
 3. FNI and the Lake Zoning Commission will gain consensus on the second draft.
- H. Meeting #9: County Commissioners Update Meeting
1. FNI will attend the County Commissioners meeting and provide an update of the project.
 2. FNI will provide an overview of the second draft and initial plan revisions.
- I. Meeting #10: Public Open House and Lake Zoning Commission Consensus
1. FNI will meet with the Lake Zoning Commission and hold a public open house to present the draft Lake Comprehensive Plan and solicit any comments/questions regarding the draft.
 2. The draft updated subdivision regulation should be posted on the County's website prior to this meeting.

- J. Meeting #11: County Commissioners Meeting
1. FNI will attend the County Commissioners meeting and present the final plan.
 2. At this meeting, the County Commissioners may adopt the Comprehensive Plan.

PHASE 2 | DELIVERABLES FOR THE COMPREHENSIVE PLAN:

- A. Electronic transmittal of the Lake Comprehensive Plan.
- B. Fifteen (15) printed copies will be submitted.

PHASE 3 | UPDATING THE EXISTING ZONING REGULATIONS AND ZONING MAP:

The purpose of this section is to update the existing zoning regulations and zoning map for an area surrounding the lake, which shall include the area within 5,000 feet of the shoreline of the lake (i.e., 447 foot elevation take line for Lake Tawakoni per TLGC 231.102). The project will follow the process outlined in the Texas Local Government Code, Chapter 231 – Subchapter F.

- A. Outline of the Zoning Regulation Text
 - Section 1: General Provisions
 - Section 2: Zoning Districts and Uses
 - Section 3: Development or Supplemental Regulations
 - Section 4: Procedures and Administration
 - Section 5: Definitions
- B. Outline of the Zoning Map
 1. The zoning map will include an area within 5,000 feet of the shoreline of the lake if the lake were filled to its storage capacity.
 2. The zoning map will be reflective of the Comprehensive Plan.
 3. It is anticipated that the zoning map will have districts for residential, nonresidential, and recreational uses. However, these districts will be determined during the development of the Comprehensive Plan, zoning regulations, and zoning map.
 4. The County will be responsible for all public notification for the zoning map.
- C. Basic Content

Depending on the direction established in the comprehensive plan and subject to the Commissioners Court discretion. Zoning regulations may be developed to address the following:

 1. The height, number of stories, or size of buildings in the area;
 2. The percentage of a lot that may be occupied;
 3. The size of yards and other spaces;
 4. Population density;

5. The location and use of buildings and land for commercial, industrial, residential, or other purposes; and
6. Building construction standards.

PHASE 3 | MEETINGS FOR UPDATING THE ZONING REGULATIONS AND ZONING MAP:

FNI will conduct up to six (6) meetings with the County to develop the updated zoning regulations and zoning map. The following meetings are included within this scope.

- A. Prior to meeting with the Zoning Commission
 1. FNI will draft the preliminary zoning text and zoning map.
 2. A draft will be emailed to the Zoning Commission before the first meeting.

- B. Meeting #12: Zoning Commission Meeting
 1. Meet to review and discuss preliminary draft of the zoning text and zoning map.
 2. At this meeting, the Commission will reach consensus on any revisions to the draft.

- C. Meeting #13: County Commissioners Update Meeting
 1. FNI will attend the County Commissioners meeting and provide an update of the project.
 2. FNI will provide an overview of the first draft of the zoning text and zoning map and initial plan revisions.

- D. Meeting #14: Zoning Commission Meeting
 1. Meet to review and discuss the revised preliminary draft of the zoning text and zoning map.
 2. At this meeting, the Commission shall reach a consensus on the draft.

- E. Meeting #15: County Commissioners Update Meeting
 1. FNI will attend the County Commissioners meeting and provide an update of the project.
 2. FNI will provide an overview of the consensus draft of the zoning text and zoning map.

- F. Meeting #16: Zoning Commission Public Hearing
 1. As required by TLGC 231.109, the Zoning Commission will hold a public hearing on the preliminary report (i.e., the preliminary draft of the Zoning Text and Map).
 2. After a hearing on the preliminary report, the Zoning Commission may submit a final report to the Commissioners Court.

- G. Meeting #17: Commissioners Court Public Hearing for Adoption
1. As required by TLGC 231.110, a final report must be received from the Zoning Commission before the court can take action or hold a public hearing.
 2. A zoning regulation or zoning district boundary proposed by the Zoning Commission is not effective until it is adopted by the Commissioners Court after a public hearing.
 3. The Commissioners Court by a majority vote may amend or reject a regulation or boundary proposed by the Zoning Commission.
 4. The zoning, if adopted, would then take effect.

PHASE 3 | DELIVERABLES FOR UPDATING THE ZONING REGULATIONS AND ZONING MAP:

- A. Electronic transmittal of the zoning regulations and map.
- B. Two hard copies of the zoning map (either 48" X 36" or 48" X 24").
- C. Fifteen (15) printed copies.

PHASE 4 | UPDATING THE EXISTING SUBDIVISION REGULATIONS:

The purpose of this phase is to update the existing subdivision regulations.

A. General Approach to Preparation of the Subdivision Regulations

The updated subdivision regulations will generally be organized as follows and address the following topics; however, the actual sections and subsections shown below are subject to change throughout the review and feedback process:

- Section 1: General Provisions
- Section 2: Decision-Maker Authority
- Section 3: Application Submittal and Processing Procedures
- Section 4: Plats and Platting Procedures
- Section 5: Construction Plans and Procedures
- Section 6: Subdivision Design Standards
- Section 7: Relief from Subdivision Design Standards
- Section 8: Definitions

PHASE 4 | MEETINGS FOR UPDATING THE EXISTING SUBDIVISION REGULATIONS:

FNI will conduct up to five (5) meetings with the County to develop the updated regulations. The following meetings are included within this scope.

- A. Meeting #18: Commissioners Court and Staff Feedback Meeting on Subdivision Regulations
 1. FNI will meet with County officials and County Staff to provide a detailed explanation of and review the updated regulations.
 2. County Staff and Commissioners Court should provide feedback to FNI.
- B. Meeting #19: Commissioners Court and Staff Feedback Meeting on revised Subdivision Regulations

1. FNI will integrate changes/commentary from Meeting #21 and present new draft to County Officials, County Staff, and stakeholders at this meeting (Meeting #22).
 2. County Officials, County Staff, and stakeholders should provide feedback to FNI.
 3. After the conclusion of this meeting, a public review draft can be created and submitted to the County to prepare for the open house (Meeting #23).
- C. Meeting #20: Public Open House with County Officials
4. FNI will meet with the County officials at a public open house to present the draft subdivision regulations and solicit any comments/questions regarding the draft.
 5. The draft updated subdivision regulation should be posted on the County's website prior to this meeting.
- D. Meeting #21: Commissioners Court Final Revisions and Consensus Meeting
1. Feedback meeting with County to review public input and any final revisions.
 2. The County officials review and reach consensus on the entire draft.
- E. Meeting #22: Public Hearing for Adoption of the Subdivision Regulations
1. FNI will meet with the Commissioner Court to present the updated subdivision regulations.
 2. The Commissioner Court will consider adoption of the updated subdivision regulations.

PHASE 4 | DELIVERABLES FOR THE DEVELOPMENT OF UPDATED SUBDIVISION REGULATIONS

- A. Electronic transmittal of the subdivision regulations.
- B. Seven (7) printed copies.

PHASE 5 | PREPARE AN ENGINEERING STANDARDS MANUAL (ESM):

Hunt County does not currently have any engineering standards for drainage or roadway improvements. FNI will prepare an Engineering Standards Manual (ESM) to address basic (1) drainage and (2) roadway improvements. In order to prepare the ESM, FNI will use a template document based from either a Texas city or county. The selection of the template document will be at the discretion of FNI.

- A. Review Existing Engineering Standards
 - 1. Since the County does not have any existing drainage and roadway engineering standards exist, FNI will select a template to be used for the review.
 - 2. FNI will review the template drainage and roadway engineering standards and make recommendations on revisions desired to the standards.

- B. Update Standards
 - 1. FNI will prepare updated engineering standards based on the template standards and submit updated standards to the County staff in digital format for review.
 - a. Drainage: FNI will recommend an existing drainage criteria manual to be used as a template for developing the Hunt County criteria. FNI will review the selected manual and make minor updates and corrections to items already included in the template document based on FNI's experience and Hunt County's particular needs. The review will include:
 - i. hydrologic and hydraulic analysis methodologies,
 - ii. data sources,
 - iii. storm drainage system design,
 - iv. open channel design,
 - v. bridge and culvert design,
 - vi. detention requirements,
 - vii. erosion control requirements, and
 - viii. no adverse impacts criteria.
 - b. Roadway: FNI will work with County staff to develop standard roadway cross-sections including right of way widths, roadway widths and minimum paving or improvement sections.
 - 2. FNI will also identify unnecessary content in an effort to keep the manual as concise and streamlined as possible. FNI will work with County staff to ensure that the proper level of detail is incorporated in the manual.

- C. One round of consolidated revisions is included; upon revisions (if any), a final draft will be electronically submitted to the County.

PHASE 5 | MEETINGS FOR THE ENGINEERING STANDARDS MANUAL (ESM):

- A. Meeting #23: Initial County Officials/Staff and FNI Meeting
 - 3. The purpose of this meeting is to coordinate with County staff to confirm the items to be added, updated, revised, or removed from the template criteria.

- B. Meeting #24: Preliminary ESM Draft Review Meeting
 - 1. The purpose of this meeting is to discuss County review comments, additions, or changes required to the draft ESM before submittal of the final ESM.
 - 2. This scope assumes FNI will prepare draft standards and make up to one (1) round of revisions based on County comments.
 - 3. Additional revisions will be considered an additional service.

PHASE 5 | DELIVERABLES FOR THE ENGINEERING STANDARDS MANUAL (ESM):

- A. Electronic transmittal of the ESM.
- B. Seven (7) printed copies.

ARTICLE | II

ADDITIONAL SERVICES:

Additional Services to be performed by FNI, if authorized by the Client, which are not included in the above described basic services, are described as follows:

- A. Preparing documents or revisions not listed above.
- B. Preparing any engineering standards, plans, or drawings.
- C. Meetings in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- D. Preparing data and reports for assistance to the Client 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.
- E. Assisting the Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- F. Assisting the Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- G. Providing basic or additional services on an accelerated time schedule. The scope of this service include 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 Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

A. TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of this AGREEMENT, which is anticipated to be October 2019, and agrees to complete the services within 18 to 22 months as show on EXHIBIT A.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client/County 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 in Attachment CO.

COMPENSATION

Compensation to FNI shall be the lump sum fee of Two Hundred Fifty Thousand (\$250,000). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services In Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	70	127
Professional 2	94	173
Professional 3	118	193
Professional 4	132	208
Professional 5	158	263
Professional 6	166	339
Construction Manager 1	86	154
Construction Manager 2	95	162
Construction Manager 3	130	178
Construction Manager 4	163	241
CAD Technician/Designer 1	58	110
CAD Technician/Designer 2	84	131
CAD Technician/Designer 3	109	175
Corporate Project Support 1	42	107
Corporate Project Support 2	63	145
Corporate Project Support 3	83	226
Intern / Coop	37	72

Rates for In-House Services

Technology Charge

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10.

These ranges and rates will be adjusted annually in February. Last updated February 2019.

315022019

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Client as used herein refers to Hunt County. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
- 2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		Workers' Compensation
General Aggregate	\$2,000,000	As required by Statute
Automobile Liability (Any Auto)		Professional Liability
CSL	\$1,000,000	\$3,000,000 Annual Aggregate

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI WDS
 CLIENT _____

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an Invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Hunt County Draft Schedule | Lake Tawakoni Comp Plan, Lake Zoning, and County-Wide Subdivision Regulations | **UPDATED 2/6/2020**

Phase	Item #	Item or Meeting Objective	Proposed Dates (All Dates Tentative)	Days b/w Items	2020-2021																						
					Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Sep 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21
Phase 1 Project Kickoff																											
	1	Meeting #1 Project Kickoff Meeting with County Judge and Staff	Thursday, February 27, 2020	N/A																							
Phase 4 County-Wide Subdivision Regulations (Phase Occurs Jointly with Phase 5)																											
Phase 4 Subdivision Regulations	27	FNI prepares and submits draft Subdivision Regulations to County.	Thursday, April 16, 2020	49																							
	28	Meeting #18 Commissioners Court and Staff Feedback Meeting on Subdivision Regulations	Thursday, April 30, 2020	14																							
	29	FNI prepares and submits revised draft Subdivision Regulations to County Staff.	Thursday, May 14, 2020	14																							
	30	Meeting #19 Commissioners Court and Staff Feedback Meeting on revised Sub. Regulations	Thursday, May 28, 2020	14																							
	31	FNI prepares and submits public review draft of the Subdivision Regulations County Staff.	Thursday, June 11, 2020	14																							
	32	Meeting #20 Public Open House with County Officials	Thursday, June 25, 2020	14																							
	33	Meeting #21 Commissioners Court Final Revisions and Consensus Meeting	Thursday, July 9, 2020	14																							
	34	FNI prepares and submits final Subdivision Regulations for adoption to County Staff.	Thursday, July 23, 2020	14																							
	35	Meeting #22 Commissioners Court Public Hearing and Adoption of Subdivision Regulations	Thursday, August 6, 2020	14																							
	36	FNI submits final Subdivision Regulations to County Staff.	Thursday, August 13, 2020	7																							
Phase 5 Engineering Standards Manual (ESM) (Phase Occurs Jointly with Phase 4)																											
Phase 5 ESM	37	Meeting #23 Initial County Officials/Staff and FNI Meeting	Thursday, March 12, 2020	14																							
	38	FNI prepares and submits preliminary ESM.	Thursday, April 16, 2020	35																							
	39	Meeting #24 Preliminary ESM Draft Review Meeting	Thursday, May 28, 2020	42																							
	40	FNI prepares and submits final ESM.	Thursday, July 23, 2020	56																							
Phase 2 Lake Tawakoni Comprehensive Plan																											
Phase 2 Lake Tawakoni Comprehensive Plan	2	Meeting #2 Commissioners Court Kickoff Meeting on the Lake Comprehensive Plan	Thursday, July 30, 2020	7																							
	3	Meeting #3 Lake Zoning Commission Kick-Off Meeting on the Lake Comprehensive Plan	Thursday, August 6, 2020	7																							
	4	Meeting #4 Stakeholder Interviews	Thursday, August 13, 2020	7																							
	5	Meeting #5 Public Open House to Gather Community Input	Thursday, September 3, 2020	21																							
	6	FNI prepares and submits first draft of the Lake Comprehensive Plan.	Thursday, October 15, 2020	42																							
	7	Meeting #6 Lake Zoning Commission Meeting to Review First Draft of the Plan	Thursday, October 22, 2020	7																							
	8	Meeting #7 Commissioners Court Update Meeting (Present Progress of the Plan)	Thursday, October 29, 2020	7																							
	9	FNI prepares and submits second draft of the Lake Comprehensive Plan.	Thursday, November 12, 2020	14																							
	10	Meeting #8 Lake Zoning Commission Meeting to Review Second Draft of the Plan	Thursday, November 19, 2020	7																							
	11	Meeting #9 Commissioners Court Update Meeting (Present Progress of the Plan)	Thursday, November 26, 2020	7																							
	12	FNI prepares and submits public review draft of the Lake Comprehensive Plan.	Thursday, December 10, 2020	14																							
	13	Meeting #10 Public Open House & Lake Zoning Commission Consensus on Plan	Thursday, January 14, 2021	35																							
	14	FNI prepares and submits final draft of the Lake Comprehensive Plan.	Thursday, January 21, 2021	7																							
	15	Meeting #11 Commissioners Court Meeting to Adopt the Lake Comprehensive Plan	Thursday, February 4, 2021	14																							
	16	FNI finalizes and submits Lake Comprehensive Plan to County Staff.	Thursday, February 11, 2021	7																							
	Phase 3 Lake Zoning Regulations and Zoning Map																										
Phase 3 Lake Zoning Regulations & Zoning Map	17	FNI develops the Lake Zoning Regulations and Zoning Map and emails draft to County.	Thursday, March 25, 2021	42																							
	18	Meeting #12 Lake Zoning Commission Meeting to Review First Draft of the Zoning	Thursday, April 8, 2021	14																							
	19	Meeting #13 Commissioners Court Update Meeting (Present Progress of the Zoning)	Thursday, April 15, 2021	7																							
	20	FNI revises the Lake Zoning Regulations and Zoning Map and emails second draft to County.	Thursday, April 29, 2021	14																							
	21	Meeting #14 Lake Zoning Commission Meeting to Review Second Draft of the Zoning	Thursday, May 6, 2021	7																							
	22	Meeting #15 Commissioners Court Update Meeting (Present Progress of the Zoning)	Thursday, May 13, 2021	7																							
	23	FNI revises the Lake Zoning Regulations and Zoning Map and emails public review draft to County.	Thursday, May 27, 2021	14																							
	24	Meeting #16 Lake Zoning Commission Public Hearing for Recommendation on Text and Map	Thursday, June 10, 2021	14																							
	25	Meeting #17 Commissioners Court Public Hearing to Adopt the Zoning Text and Map	Thursday, June 24, 2021	14																							
	26	FNI submits final zoning documents to the County.	Thursday, July 1, 2021	7																							

Hunt County Draft Schedule Lake Tawakoni Comp Plan, Lake Zoning, and County-Wide Subdivision Regulations UPDATED 2/6/2020		2020-2021											
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	31	FNI prepares and submits public review draft of the Subdivision Regulations County Staff.											
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	34	FNI prepares and submits final Subdivision Regulations for adoption to County Staff.											
Phase 5 ESM	37	Meeting #23 Initial County Officials/Staff and FNI Meeting											
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