

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NELSON/NYGAARD CONSULTING ASSOCIATES, INC., FOR A CITYWIDE PARKING STUDY FOR THE ENGINEERING DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8360 – PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE PARKING STUDY AWARDED TO NELSON/NYGAARD CONSULTING ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$109,967.00).

WHEREAS, Nelson/Nygaard Consulting Associates, Inc., the professional services provider (the “Provider”) set forth in this ordinance, is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function [Transportation systems]; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is authorized to enter into the service contract attached hereto with Nelson/Nygaard Consulting Associates, Inc., for a Citywide Parking Study for the Engineering Department.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, Texas expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This ordinance was passed and approved by the following vote [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

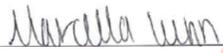
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

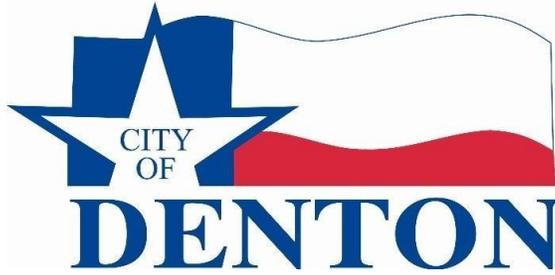
ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

  
Digitally signed by Marcella Lunn  
DN: dc=com, dc=cityofdenton,  
dc=codad, ou=Department Users  
and Groups, ou=General  
Government, ou=Legal,  
cn=Marcella Lunn,  
email=Marcella.Lunn@cityofdent  
on.com  
Date: 2024.03.12 21:50:52 -05'00'



## DocuSign City Council Transmittal Coversheet

PSA	8360
File Name	Citywide Parking Study
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES  
FILE 8360**

STATE OF TEXAS           §

COUNTY OF DENTON       §

THIS AGREEMENT (the “Agreement”) is made and entered into on \_\_\_\_\_, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called “OWNER” and Nelson\Nygaard Consulting Associates, Inc., with its corporate office at 621 SW Morrison St, Suite 1450, Portland OR 97205, hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I  
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas by similar professionals providing similar services. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Citywide Parking Study, as described in Exhibit A, which is on file at the purchasing office and incorporated herein (the “Project”).

**ARTICLE II  
SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER’s RFQ 8360 – Citywide Parking Study, which is on file at the purchasing office and made a part hereof as Exhibit A as if written word for word herein.

- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

### **ARTICLE III** **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER 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).
- D. Assisting OWNER 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 CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

**ARTICLE IV**  
**TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

**ARTICLE V**  
**COMPENSATION**

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$109,967.00.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

## ARTICLE VI OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

## ARTICLE VII OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

**ARTICLE VIII**  
**INDEMNITY AGREEMENT**

**THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AND EMPLOYEES FROM AND AGAINST LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.**

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

**ARTICLE IX**  
**INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

**ARTICLE X**  
**ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

**ARTICLE XI**  
**TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for

services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

**ARTICLE XII**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

**ARTICLE XIII**  
**NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Nelson\Nygaard Consulting Associates, Inc.  
Jonathan Watts  
621 SW Morrison St, Suite 1450  
Portland OR 97205

To OWNER:

City of Denton  
Purchasing Manager –File 8360  
901B Texas Street  
Denton, Texas 76209

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

**ARTICLE XIV**  
**ENTIRE AGREEMENT**

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**ARTICLE XV**  
**SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

**ARTICLE XVII**  
**DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

**ARTICLE XVIII**  
**PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
  
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

**ARTICLE XIX**  
**ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

**ARTICLE XX**  
**MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

**ARTICLE XXI**  
**MISCELLANEOUS**

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – RFP 8360 – Citywide Parking Study for the City of Denton (on file at the purchasing office)

Exhibit B – Consultant’s Scope of Services Offer, Project Schedule, and Compensation Rate Sheet

Exhibit C – Consultant’s Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Iain Banks. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT’s disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the

CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement. CONSULTANT may reasonably rely on the accuracy and completeness of information provided by OWNER; provided, however, if OWNER is providing the CONSULTANT third-party information that OWNER cannot independently verify or recreate CONSULTANT uses that information at their own risk.

- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

### **ARTICLE XXII** **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

### **ARTICLE XXIII** **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 3% or greater. If an overpayment of 3% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

### **ARTICLE XXIV**

## **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

### **ARTICLE XXV**

## **PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

### **ARTICLE XXVI**

## **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

### **ARTICLE XXVII**

## **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade

association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**ARTICLE XXVIII**  
**TERMINATION RIGHT FOR CONTRACTS WITH COMPANIES DOING BUSINESS WITH CERTAIN FOREIGN-OWNED COMPANIES**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

**ARTICLE XXIX**  
**CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line.  
(EX: Contract 1234 – Form 1295)

The OWNER must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission’s website within seven business days.

**ARTICLE XXX**  
**PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

**ARTICLE XXXI**  
**CHANGES TO RFP PROVISIONS.**

The parties agree that there are no provisions for liquidated damages included in this Agreement. The parties also agree that in the silence of specifications ordinary commercial practices shall be inferred.

**ARTICLE XXXII**  
**CONSEQUENTIAL DAMAGES.**

The parties mutually waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business and of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date\_\_\_\_\_.

**CONSULTANT**

**CITY OF DENTON, TEXAS**

DocuSigned by:  
BY: Jonathan Watts  
AUTHORIZED SIGNATURE

BY: \_\_\_\_\_  
SARA HENSLEY  
CITY MANAGER

Printed Name: Jonathan watts

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

Title: Director of operations

202.624.8366  
PHONE NUMBER

BY: \_\_\_\_\_

jwatts@nelsonnygaard.com  
EMAIL ADDRESS

2024-1129244

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

DocuSigned by:  
BY: Marcella Luna  
4B070831B4AA438...

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational  
obligations and business terms.

DocuSigned by:  
Cassandra Ogden Cassandra Ogden  
SIGNATURE PRINTED NAME

Assistant City Manager  
TITLE

City Manager's Office  
DEPARTMENT

Exhibit A  
RFQ 8360 – Citywide Parking Study for the City of Denton  
(on file in the purchasing office)

Proposal by:



Exhibit B



CITY OF DENTON

# Citywide Parking Study

November 15, 2023

In association with:  
Fehr & Peers



November 15, 2023

City of Denton  
Attn: Cori Power  
901-B Texas Street  
Denton, TX 76209

**RE: Citywide Parking Study**

Dear Cori Power and members of the selection committee,

Nelson\Nygaard specializes in developing comprehensive parking strategies that address the unique needs of each community for a broad range of municipal clients. Our plans recognize that parking demand and behavior are directly affected by land use and travel behavior, presenting distinct challenges in growing cities like Denton. Nelson\Nygaard specializes in the review and assessment of parking systems and mobility conditions in dynamic, high-growth settings like Denton, going beyond single-issue parking studies to solve complex challenges via innovative, effective, fiscally responsible parking and curb regulation, policies, and practices. We believe that Denton is the type of place that stands to gain significantly from our approach to these kinds of studies.

In the past 25 years, Nelson\Nygaard staff has successfully prepared dozens of parking studies for cities, towns, and public agencies of all sizes. We have assembled a team that combines national expertise with recent, relevant regional Texas knowledge to complete the study. Leading this project will be our most experienced parking staff, with **Iain Banks as Project Manager/Point of Contact, Thomas Brown as Principal-in-Charge, and Jackson Archer as Deputy Project Manager**. Iain and Thomas each have more than a decade of transportation planning experience with an emphasis on parking as the key component to unlocking a city's vitality. Project Manager Iain Banks has just completed the Fairfax County Parking Reimagined project, right-sizing parking requirements for the County's diverse community types. Principal-In-Charge Thomas Brown was also PIC for that study and is currently wrapping up a curb management study in Dublin, OH. Both studies analyzed and improved parking policies and regulations to advance clear community and economic development goals. Deputy Project Manager Jackson Archer is currently leading the mobility component of the Downtown Denton Master Plan Update.

Nelson\Nygaard's team includes Fehr & Peers, who alongside Nelson\Nygaard, is a leader in the transportation planning and parking sector. Fehr & Peers is currently serving the City of Denton on the Downtown Denton Parking Study.

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this project. We submit our proposal in accordance with the terms and conditions outlined in the request for proposal. Our offer will remain in effect for at least ninety (90) days from the date of submittal, November 15, 2023. Please contact Iain Banks at 202-454-3178 or [ibanks@nelsonnygaard.com](mailto:ibanks@nelsonnygaard.com) if you have any questions regarding our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Iain Banks', written over a light blue horizontal line.

Iain Banks  
Project Manager

Citywide Parking Study  
City of Denton

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## Appendix

- Appendix A: Full Resumes**
- Appendix B: Sample Invoice**
- Appendix C: Conflict of Interest Questionnaire**

# METHODOLOGY AND APPROACH

## Project Understanding

Through the 2022 Mobility Plan, the City of Denton has made clear its vision of a multimodal city that relies on a diversified mobility network, robust transit system, and safe and efficient movement of people and goods. A right-sized parking policy not only complements this mobility vision, but is necessary to make the vision a reality. The effective regulation and management of parking has long been one of the most critical and challenging aspects of urban mobility planning, however one that can uniquely deliver community-serving improvements, including better and more equitable access to goods, services, and social connection; sustainable growth and economic development; and affordable housing and economic opportunity.

Denton is a changing city with a mix of long-standing assets and new areas of regional interest. From destinations like the University of North Texas and Texas Woman's University, the downtown square, the Downtown Denton Transit Center, Quakertown Park, Rayzor Ranch, Discovery Park, and the city's growing commercial districts, our team's comprehensive approach considers how Denton's diverse assets have a variety of parking policy needs. Our approach is based on our experience with this type of work; however, if selected, our first task would be to refine and confirm the scope, schedule, study areas and facilities to be studied, and budget to make sure it aligns with the goals and the resources available for this study.

## Approach

Nelson\Nygaard brings a distinctive approach to parking management plans, an approach framed around the following guiding principles:



**Ask the right questions** from beginning to end, and answer them clearly.



**Present answers and information directly, but respectfully** letting data and key measurables address questions of supply sufficiency, while also respecting user and stakeholder experiences and perceptions.



**Remain nimble and solution-agnostic** to see where findings lead us, ensuring our survey of improvement opportunities is wide to capture best-fit recommendations for our clients.



**Consider city and policy values.** Parking is about more than productivity—how we supply and manage this urban infrastructure shapes a community's livability and goals.



**Look ahead.** We must not only manage what is occurring today but acknowledge the trendlines suggesting the new/transformed management challenges that parking plans must anticipate.

We have structured our approach to remain focused and disciplined, as well as curious and creative, to ensure that essential opportunities are explored fully and supported by a view toward implementation, while also seeking opportunities to bring more transformative improvement opportunities.

## Primary Scope of Work

Our team's approach to the scope of services in the RFP is outlined below, inclusive of the optional tasks and all proposed deliverables. Our approach is based on our deep experience with zoning code regulations and municipal parking policies and practices; however, if selected, our first task will be to refine and confirm the scope, schedule, and deliverables with the City. Unless otherwise requested, we propose providing a single draft of all deliverables, with a final version to be provided once a set of consolidated client comments and change requests is provided. All datasets and GIS files created in the process will be provided to the City at the project's end.

## Task 1 Project Initiation and Management

Below is our proposed plan for initiating and managing the project and staying coordinated with City staff from the day we receive a notice to proceed through final work product delivery and presentations.

### 1.1 Project Kickoff Meeting

Nelson\Nygaard will facilitate a kickoff meeting with the City's project team as well as representatives from City Administration, the Denton Police Department, and other departments as appropriate. The first objective of this meeting will be to develop, finalize, and confirm our project approach including work plan, schedule, goals, and key outcomes. This coordination will lay a foundation that will be crucial in achieving the 6-month completion date set by the City.

The team will also refine and confirm the study area and key parking facilities/challenges and situations. This meeting will be followed by collectively exploring and observing key conditions within the study area. Time will be spent discussing issues, opportunities, and key considerations with Staff.



### 1.2 Draft Project Work Plan

Following the project kickoff meeting, Project Manager Iain Banks will coordinate with the City's project manager to outline the optimal approach to achieving this level of strategic collaboration for the proposed study. The following aspects of project management, communication, and coordination will be finalized within a draft Project Work Plan that reflects discussions and decisions made during the kickoff meeting:

- A final, confirmed project organization, approach, scope, and schedule
- Identification of any gaps in the data, information, or processes necessary to project success
- A schedule and process for biweekly project check-in meetings/calls with the City's project manager
- Protocols and timelines for delivery and review of key project deliverables, as well as meeting agendas and summary notes
- File-sharing and draft review/development platforms available to expedite document review and deliverable development processes

Citywide Parking Study  
City of Denton

### 1.3 Review of Existing Materials and Information

We will review all available relevant plans, policies, data, and other key documentation to build upon our understanding of the study context. Beginning our work by reviewing previous work will allow us to streamline efforts by effectively leveraging the value provided by past and concurrent efforts, findings, and recommendations. The start of this work will be led by the previous review undertaken by our partners, Fehr & Peers, as a part of the ongoing Downtown Parking Study.

### 1.4 Stakeholder Outreach

To help inform the project, we propose to conduct stakeholder interviews to deepen the project team's understanding of key issues, potential opportunities, constraints to implementation, and perception of different future solutions. This typically includes groups such as residents, business owners, visitors, and employees as well as key planners, engineers, parking managers, and policy makers. Specific interviewees or key stakeholders will be identified during the kickoff meeting or before.

#### DELIVERABLES

- Kickoff Meeting Agenda and Notes
- Stakeholder Meeting Materials
- Tech Memo: Summary of Existing Materials Review
- Project Work Plan
- Agenda, Notes, and Supporting Documents for any other meetings

## Task 2 Policy and Practice Review

---

### 2.1 Regulatory Review

This subtask will focus on deepening our understanding of the City's regulatory tools for privately developed/maintained parking facilities, to include, at a minimum, relevant sections of the following:

- City Code of Ordinances
- Denton Development Code
- Transportation Criteria Manual
- Site Design Criteria Manual
- Public Infrastructure Construction Standard Details

We will also have access to similar reviews completed for the Downtown Parking Study, picking up from and expanding upon the relevant findings specific to citywide parking regulations. This review will include how policies and practices address opportunities for private development to improve, enhance, and/or expand curb parking/loading/access infrastructure; and if/how they mitigate against unnecessary loss of curbside capacities from proposals that include excessive driveways and/or private parking carveouts along the curb.

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Charlotte Code requires creation of public curbside parking in key mixed-use districts

## 2.2 Policies and Practices

This subtask will focus on the City's current policies and practices for maintaining, regulating, and managing City-controlled curbsides, not limited to a review of the process for assigning curbside regulations/restrictions (generally and in response to requests), tracking the effectiveness of these regulations, and making periodic updates as contexts, needs, and opportunities evolve. Our review of available documentation will be complemented by discussions with key City staff to learn the intent of key policies and practice and to gain insight into the historic and current performance of key policies and practices in terms of delivering intended results, as well as aligning with related City goals and objectives.

**DELIVERABLE:** Technical Memo: Summary of Policy and Practice Review

Citywide Parking Study  
City of Denton

## Task 3 Performance Indicators Review

### 3.1 Review of Received Complaints and Requests

Our team will work with the City’s project manager to access and review documented complaints, requests, and other observations regarding the Policies and Practices summarized in Task 2.2, as well as general parking conditions, user experiences, and stakeholder impacts. This review will allow us to compare the established policies and practices, and City staff input on their intent and effectiveness, with the perspectives being expressed in these stakeholders’ comments to the City.

### 3.2 Review Campus Parking Spillover Impacts

We will review available data, reporting, and timestamped aerial imagery to gain an understanding of the locations and extent of parking demand “spillover” impacts on Denton neighborhoods. Our team will also consult with University of North Texas (UNT) and Texas Woman’s University (TWU) representatives to understand campus parking policies and practices for mitigating these impacts – including a review of any available commuter surveys or other data pieces. Recent work in the area generated stakeholder observations that UNT parking demand had recently increased due to reduced campus-serving bus service. Combining this kind of stakeholder input with a check of aerial imagery before and after recent changes in campus transportation and/or parking policies, practices, or conditions will allow us to better advise the City of the nature and scale of impacts to on-street parking in campus-area neighborhoods.



Timestamped aerial imagery can capture the extent of peak campus-parking impacts on neighborhoods

Building from our work in Task 2, our team will assess how existing parking regulations, policies, and practices may be affecting the neighborhood impacts, as well as opportunities for developing new tools—such as Resident Permit Parking regulations—scaled and scheduled to appropriately address impacts and where and when they impact neighborhood parking conditions.

### 3.3 Coordinate with Downtown Parking Study

Many of the above tasks and subtasks will benefit from ongoing and completed work on the Downtown Parking Study. Fehr & Peers are leading that study, allowing our team to streamline coordination to leverage the full benefit of relevant findings and deliverables from the downtown study, therefore coordination is easily facilitated.

Citywide Parking Study  
City of Denton

Fehr & Peers will share findings from the Downtown Parking Study as they become available, such as:

- Travel behavior observed through their Big Data analysis
- Observed parking supply and demand, as well as turnover for downtown on-street and off-street parking as well as private parking lots
- Feedback from public outreach events and online survey
- Feedback from City stakeholder committee
- Strategies being considered to improve parking management practices in downtown
- The final approved toolbox of Downtown parking management strategies, as well as a prioritized list of actions to improve parking utilization and management in downtown Denton

**Deliverable:** Conditions Assessment: Tech Memo summarizing Task 3 findings

## Task 4 Preliminary Recommendations

---

The Nelson\Nygaard team will synthesize findings from completed tasks and begin to identify recommendations to address key issues and act upon improvement opportunities. Recommendations will be developed for regulatory tools used to influence privately developed, maintained, and managed parking, with a distinct set of recommendations developed for City-controlled parking policies and practices.

### 4.1 Codes, Ordinances, and Standards Recommendations

The Nelson\Nygaard team will develop initial recommendations for changes to City of Denton codes, ordinances, and standards. This may include recommendations for the following, based on previous task findings:

- **Minimum parking requirements:** Adjusting or removing requirement-ratios linked to land use categories
- **On-street parking credits:** Crediting available on-street parking toward a project's parking requirement for retail, restaurant, or other uses with high-turnover parking patterns
- **Off-site parking allowances:** Crediting leased, existing but underutilized off-site parking toward a project's parking requirement
- **Flexible parking requirements:** Providing opportunities to reduce parking requirements based on contextual conditions or development characteristics that will reduce parking supply needs, including transit proximity, on-site mobility amenities like bike-share or car-share, and/or parking management practices (unbundling, shared parking)
- **Bike parking standards:** Minimum requirements and design standards
- **TDM Standards:** Incentives or requirements, including strategies to encourage increased use of transit and other driving alternatives
- **Code-Supportive Parking Management Policies & Practices:** Curb management regulations, policies, and practices that can address parking-demand spillover impacts to enable the City code to reduce or eliminate parking requirements without negatively impacting on-street availability on adjacent streets

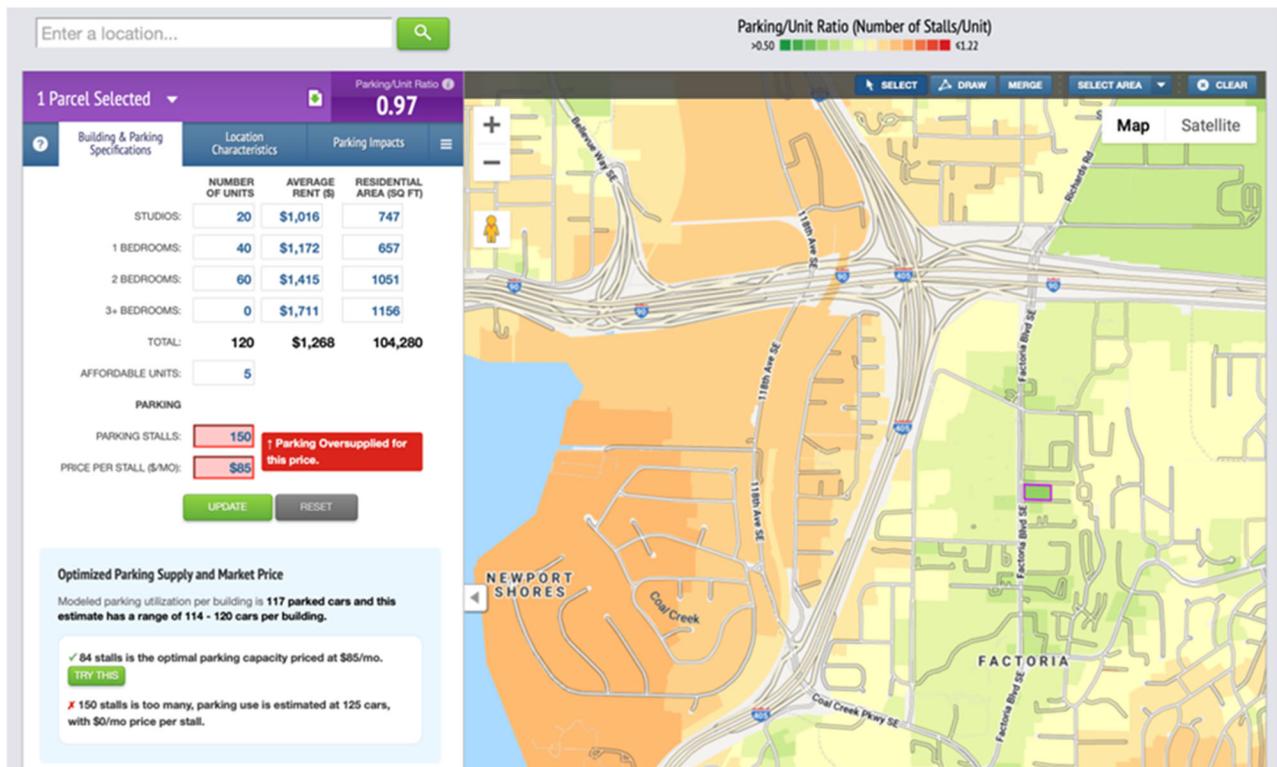
Citywide Parking Study  
City of Denton

## 4.2 Policies and Practices Recommendations

Based on the review of City policy, the review (and City feedback on) other City policies, and on review of existing parking conditions in downtown and adjacent to UNT and TWU, our team will present a toolbox of strategies for City consideration. Advantages and disadvantages of each will be provided along with how they might be implemented in Denton. The strategies will be categorized as follows:

- Curbside space allocation and prioritization
- Parking supply determination practices and estimation tools (e.g., Parking+ Tool illustrated below)
- Shared parking, time-delimited parking, paid parking, and residential parking permit programs
- On- and off-street parking design, wayfinding and access control
- Parking capacity addition
- Alternative modes of transportation
- Enforcement strategies

This parking strategies “toolbox” will be documented in a memorandum.



Fehr & Peers Parking+ helps clients understand tradeoffs between adding parking versus accommodating travel with other modes, incorporates shared parking concepts, and shows the impact pricing can have on parking demand

**Deliverable:** Preliminary Recommendations: Tech Memo presenting preliminary recommendations

## Task 5 Final Report

Our team will compile all task findings into a comprehensive report, presented in a concise and clear style that will emphasize effective visual graphics to provide a document for the public and decision makers. This will be complemented by appendices that present the final version of all previous task deliverables. We will submit a draft report for the project team's review, to be revised into a final report based on a single set of non-conflicting comments as presented to Nelson\Nygaard by City staff.



Code-Update Explainer Image from Fairfax County Study

**Deliverable:** Final Report: Summary of all Task findings and final recommendations

## Task 6 Presentation

Project Manager Iain Banks will prepare and present a slide deck summarizing the completed study processes, key findings, and final recommendations to the City Council for their feedback.

**Deliverable:** Preparation and presentation of study final report

## Optional Scope of Work:

### Assessing Viability of Removing Parking Minimums

Below is a series of proposed tasks, organized and designed to assess the viability of removing minimum parking requirements within the City of Denton Zoning Code. If approved, these tasks would be scheduled to inform the recommendations identified above for Task 4.1.

## Zoning Code Parking Requirements: A State of the Practice Review

---

### Peer Code Review

Nelson\Nygaard will review the parking standards from a set of peer jurisdictions (confirmed in Task 1). Current codes and practices for off-street parking and loading requirements and standards will be summarized, while also highlighting examples of innovative code practices that may be found (e.g., removal of parking requirements, establishment of parking maximums, bike parking requirements, etc.). Key code supportive practices will also be identified to include curbside management regulations on development adjacent and neighboring blocks, as well as TDM policies and programs that facilitate/encourage reduced parking supplies in key growth districts.

### Best Practices Survey

Our team will complement the peer code overview with a survey of established and emerging best practices for parking codes and code complementary practices, highlighting practices to address specific issues and opportunities identified in previous tasks. These best practices may go beyond merely responding to current demand generation rates for right-sizing parking, seeking to influence the future parking needs of new development projects in ways that provide critical support for the City's vision, goals, and growth priorities. Codes and practices for off-street parking, loading, queuing/stacking, and mobility—carshare and bike parking, for example—will be highlighted, as well as code supportive practices related to curbside management and TDM.

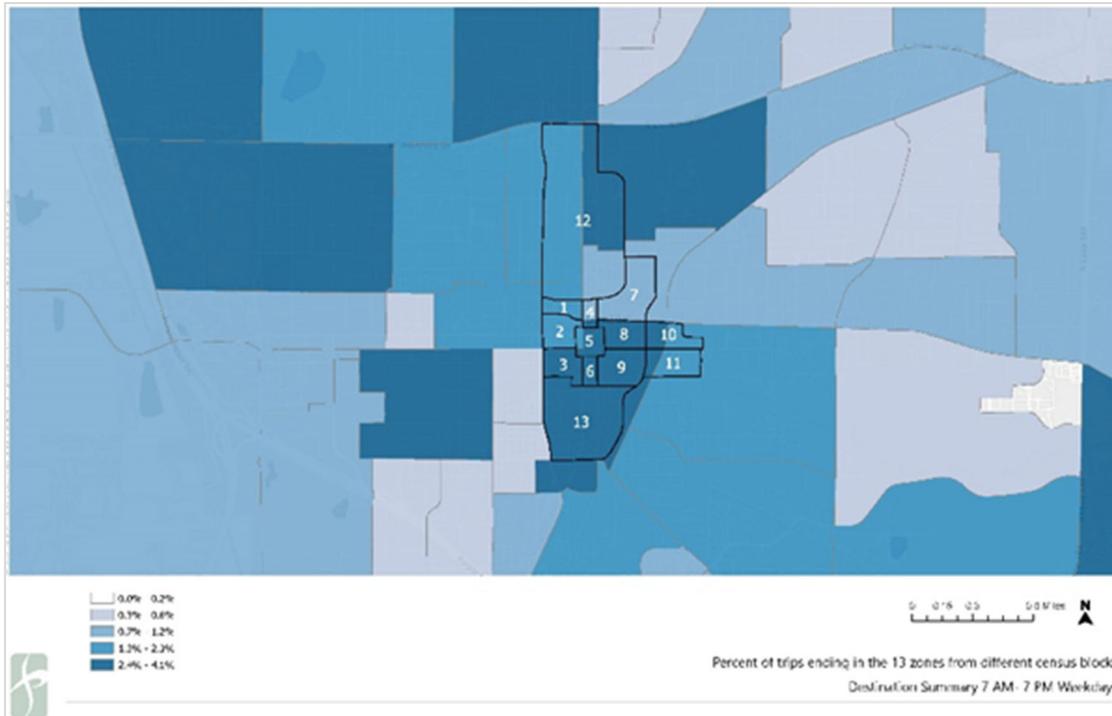
This review will also include a review of recent study reports and literature documenting the economic and housing impacts, and key and lessons learned, particularly those document outcomes from [Buffalo, New York](#), and [Seattle, Washington](#) – two major cities in which the impact on development patterns and on-site parking provision of broad elimination of parking requirements has been studied and results published.

**Deliverable:** State of the Practice Technical Memorandum

## Travel and Mode Share Conditions Review

### Internal Commuting and Travel Patterns

Fehr & Peers, as part of the Downtown Parking Survey, has already completed an analysis of internal commuting and travel patterns, focused on several Census tracts in the Downtown Denton area. Under this task, Fehr & Peers will expand that analysis citywide, utilizing StreetLight Data, as well as analyzing specific travel behavior for up to five specific sites of interest in Denton. Illustrations of StreetLight Data and Near Data analysis are provided below.



StreetLight Data illustrating travel to Denton's downtown



Near Data illustrating visits to Downtown by time of day and socioeconomic factors

## Citywide Parking Study City of Denton

The results of this analysis will be documented in the form of a presentation to City staff. The presentation will document, in a matrix style format, the percentage of trips to and from each census tract, the most common type of trip in Denton, busiest travel days and times, and what the implications are for parking planning in Denton.

**Deliverable:** Big Data analysis results and Presentation (Draft and Final)

### Non-Driving Mode Conditions and Trends

Parking demand can be reduced through the provision of non-auto travel options for residents, employees, and visitors to Denton. Denton's 2022 Mobility Plan examined citywide travel patterns and mode share, and makes recommendations for improvements to the auto, bike, and pedestrian networks. Under this task we will examine Denton's 2022 Mobility Plan and how its proposed improvements to the auto, pedestrian, and bicycle networks could reduce—or increase—the share of auto-based travel (and thus parking demand) previously identified in Denton.

Denton's Mobility Plan does not propose transit improvements—as Denton does not operate transit—so our team will hold a series (up to three) meetings with DCTA and their consultants to understand what is being considered for DCTA's rail, bus and on-demand microtransit service in Denton. We will also collaborate with Denton's Downtown Master Plan team to understand what is being proposed to improve multimodal options.

Findings from this analysis will be presented in a graphic based memorandum that overlays travel behavior data with modal improvements that are planned.

**Deliverable:** Technical Memorandum summarizing task findings (Draft and Final)

### Parking Supply and Availability Conditions

Much of what is described and anticipated under this task (code amendments, parking permit programs) will be covered elsewhere in this project (e.g., Task 7 of base scope) or other projects. Under this task we will focus our efforts as such:

- Facilitate a series of (virtual) meetings with members of the Parking Reform Network, a non-profit organization advocating for changes to parking policy, such as removal of parking minimums.
- We will also engage with Texas cities such as Austin and College Station, who have recently removed parking minimums in their city ordinances.
- Create a Travel Demand Management (TDM) toolbox and make recommendations and prioritize for what could work best, most quickly, in Denton.

**Deliverable:** Technical Memorandum summarizing task findings (Draft and Final)

## Recommendations (See also Task 4.1)

---

Findings from any and all of the above tasks that are approved by the City will be used to inform and expand upon the recommendations proposed for Task 4.1 above. Recommendations will reflect these findings and their implications for the viability of removing minimum parking requirements, selectively or entirely from the City's zoning code. The full set of recommendations will include:

- **Minimum parking requirements:** Adjusting or removing requirement-ratios linked to land use categories
- **On-street parking credits:** Crediting available on-street parking toward a project's parking requirement for retail, restaurant, or other uses with high-turnover parking patterns
- **Off-site parking allowances:** Crediting leased, existing but underutilized, off-site parking toward a project's parking requirement

## Citywide Parking Study City of Denton

- **Flexible parking requirements:** Providing opportunities to reduce parking requirements, based on contextual conditions or development characteristics that will reduce parking supply needs, including transit proximity, on-site mobility amenities like bikeshare or carshare, and/or parking management practices (unbundling, shared parking)
- **Bike parking standards:** Minimum requirements and design standards
- **TDM Standards:** Incentives or requirements, including strategies to encourage increased use of transit and other driving alternatives
- **Code-Supportive Parking Management Policies & Practices:** Curb management regulations, policies, and practices that can address parking-demand spillover impacts to enable the City code to reduce or eliminate parking requirements without negatively impacting on-street availability on adjacent streets

### Deliverables:

- Preliminary Code Update Recommendations: Tech Memo presenting preliminary recommendations
- Tech Memo: Summarizing key findings from all Optional Tasks completed

## Periodic Updates

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Our team will update the Citywide Parking Study, its recommendations and implementation outcomes two years after key recommendations have been implemented, and at least one more time within five years of key recommendations being implemented. These updates will document the original recommendations on the following.

- Have been implemented, fully or partially
  - With good results
  - With underperforming results
  - With poor results, but retain some promise
  - With poor results, and should have been or should be dropped as recommendations
- Have not been implemented
  - Due to barriers and challenges that should be addressed
  - Because they are no longer relevant
  - Because the time has not been right, but should remain a priority
- Updated Opportunities & Barriers
  - New ideas and strategies to be considered, particularly anything that has been discussed, considered, explored, or even implemented outside the study recommendations
  - Changes since the original study that present new challenges to code update opportunities

### Deliverable: Updated Code Change Recommendations

Citywide Parking Study  
City of Denton

# DETAILED PROJECT BUDGET

The fee for this project is \$71,745. A separate budget has been developed for the optional task and is provided on the following page. The detailed budget includes team members and their billing rates and totals by task, team members, and firms.

Task Description	Nelson\Nygaard Labor Costs							Subconsultant Costs								Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs			
	Banks, Iain	Archer, Jackson	Brown, Thomas	Constantine, Sophia	Trevino, Anna	Ergina, Samuel	NN Labor	Fehr & Peers						Fehr & Peers								
	Principal 1	Senior Associate 2	Principal 2	Associate 2	Associate 2	Associate 2		Anjum Bawa	Spencer Reed	Natalie Daugherty	Wayne Powell	Maria Vyas	Tory Gibler									
	Total Billing Rate	\$215.00	\$175.00	\$235.00	\$140.00	\$140.00	\$140.00	Hours	Cost	Principal	Technical Oversight	Planner / Engineer	Planner Support	Curb Management Oversight	Curb Management Lead					Labor	Hours	Cost
<b>1 Project Initiation and Management</b>																						
1.1 Kickoff Meeting	4	4					8	1,560	2		2					4	900	12	2,460	600	3,060	
1.2 Draft Project Work Plan	2	2					4	780	1							1	280	5	1,060		1,060	
1.3 Review of Existing Materials and Information	2	4			8	8	22	3,370			2	4				6	980	28	4,350		4,350	
1.4 Stakeholder Outreach	4	6			6	6	16	2,750	4		4					8	1,800	24	4,550		4,550	
<b>Task Total</b>	<b>12</b>	<b>16</b>	<b>-</b>	<b>-</b>	<b>14</b>	<b>8</b>	<b>50</b>	<b>8,460</b>	<b>7</b>	<b>-</b>	<b>8</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>19</b>	<b>3,960</b>	<b>69</b>	<b>12,420</b>	<b>600</b>	<b>13,020</b>		
<b>2 Policy and Practice Review</b>																						
2.1 Regulatory Review	2	4	2	8	4	4	24	3,840	2		2					4	900	28	4,740		4,740	
2.2 Policies & Practices	2	4	2		4	8	20	3,280	2		4					6	1,240	26	4,520		4,520	
<b>Task Total</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>44</b>	<b>7,120</b>	<b>4</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10</b>	<b>2,140</b>	<b>54</b>	<b>9,260</b>	<b>-</b>	<b>9,260</b>		
<b>3 Performance Indicators Review</b>																						
3.1 Review of Received Complaints & Requests	2	4			8	8	22	3,370	2		2					4	900	26	4,270		4,270	
3.2 Review Campus Parking Spillover Impacts	4	6	2		8	12	32	5,180	2		8	8			4	22	3,900	54	9,080		9,080	
3.3 Coordinate with Downtown Parking Study	2	2			4	4	12	1,900	2		4	6			4	16	2,900	28	4,800		4,800	
<b>Task Total</b>	<b>8</b>	<b>12</b>	<b>2</b>	<b>-</b>	<b>20</b>	<b>24</b>	<b>66</b>	<b>10,450</b>	<b>6</b>	<b>-</b>	<b>14</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>42</b>	<b>7,700</b>	<b>108</b>	<b>18,150</b>	<b>-</b>	<b>18,150</b>	
<b>4 Preliminary Recommendations</b>																						
4.1 Codes, Ordinances, and Standards Recommendations	8	8	8	4	-	4	32	6,120	2	2	4	4	2		14	2,920	46	9,040		9,040		
4.2 Policies & Practices Recommendations	8	8	8	4	8	4	40	7,240	2	2	6	12	2	6	30	5,590	70	12,830		12,830		
<b>Task Total</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>72</b>	<b>13,360</b>	<b>4</b>	<b>4</b>	<b>10</b>	<b>16</b>	<b>4</b>	<b>6</b>	<b>44</b>	<b>8,510</b>	<b>116</b>	<b>21,870</b>	<b>-</b>	<b>21,870</b>		
<b>5 Final Report</b>																						
5 Final Report	4	4	1	8		8	25	4,035	2		2	2		2	8	1,570	33	5,605		5,605		
<b>Task Total</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>-</b>	<b>8</b>	<b>25</b>	<b>4,035</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>8</b>	<b>1,570</b>	<b>33</b>	<b>5,605</b>	<b>-</b>	<b>5,605</b>		
<b>6 Presentation</b>																						
6 Presentation	4	4			-	4	12	2,120	4						4	1,120	16	3,240	600	3,840		
<b>Task Total</b>	<b>4</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>12</b>	<b>2,120</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>1,120</b>	<b>16</b>	<b>3,240</b>	<b>600</b>	<b>3,840</b>		
<b>TOTAL HOURS</b>	<b>48</b>	<b>60</b>	<b>23</b>	<b>24</b>	<b>50</b>	<b>64</b>	<b>269</b>		<b>27</b>	<b>4</b>	<b>40</b>	<b>36</b>	<b>4</b>	<b>16</b>	<b>127</b>		<b>396</b>					
<b>TOTAL LABOR COST</b>	<b>10,320</b>	<b>10,500</b>	<b>5,405</b>	<b>3,360</b>	<b>7,000</b>	<b>8,960</b>		<b>45,545</b>	<b>7,560</b>	<b>960</b>	<b>6,800</b>	<b>5,760</b>	<b>1,120</b>	<b>2,800</b>		<b>25,000</b>		<b>70,545</b>	<b>1,200</b>	<b>71,745</b>		
<b>TOTAL COSTS</b>															<b>25,000</b>					<b>71,745</b>		

Citywide Parking Study  
City of Denton

# Optional Task Detailed Budget

The total fee for optional tasks detailed in the scope of work section of this proposal is \$38,222.

	Nelson\Nygaard Labor Costs								Subconsultant Costs								Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs
	Banks, Iain	Archer, Jackson	Brown, Thomas	Constantine, Sophia	Trevino, Anna	Ergina, Samuel	NN Labor		Anjum Bawa	Spencer Reed	Natalie Daugherty	Wayne Powell	Maria Vyas	Tory Gibler	Fehr & Peers					
	Principal 1	Senior Associate 2	Principal 2	Associate 2	Associate 2	Associate 2	Hours	Cost	Principal	Technical Oversight	Planner / Engineer	Planner Support	Curb Management Oversight	Curb Management Lead	Labor					
	Total Billing Rate	\$215.00	\$175.00	\$235.00	\$140.00	\$140.00	\$140.00		\$280.00	\$240.00	\$170.00	\$160.00	\$280.00	\$175.00	Hours	Cost				
<b>OPTIONAL TASKS</b>																				
<b>Task Description</b>																				
1 A State of the Practice Review	4	4	4	8	0	8	28	\$4,740	2		2	2			6	\$1,220	34	\$5,960		\$5,960
2 Internal Commuting and Travel Patterns	2	4		4		4	14	\$2,250	2		6	8			16	\$2,860	30	\$5,110		\$5,110
3 Non-Driving Mode Conditions & Trends	2	4		8	0	8	22	\$3,370	2		4				6	\$1,240	28	\$4,610		\$4,610
4 Parking Supply & Availability Conditions	2	4	2	8		16	32	\$4,960	2	2	4			4	12	\$2,420	44	\$7,380		\$7,382
5 Recommendations	4	4	4	2		2	16	\$3,060	2		6	4	2	8	22	\$4,180	38	\$7,240		\$7,240
6 Periodic Updates	8	8	8		0		24	\$5,000	4		4		4		12	\$2,920	36	\$7,920		\$7,920
<b>TOTAL OPTIONAL TASK HOURS</b>	<b>22</b>	<b>28</b>	<b>18</b>	<b>30</b>	<b>0</b>	<b>38</b>	<b>136</b>		<b>14</b>	<b>2</b>	<b>26</b>	<b>14</b>	<b>6</b>	<b>12</b>	<b>74</b>		<b>210</b>			
<b>TOTAL OPTIONAL TASK COST</b>	<b>\$4,730</b>	<b>\$4,900</b>	<b>\$4,230</b>	<b>\$4,200</b>	<b>\$0</b>	<b>\$5,320</b>		<b>\$23,380</b>	<b>\$3,920</b>	<b>\$480</b>	<b>\$4,420</b>	<b>\$2,240</b>	<b>\$1,680</b>	<b>\$2,100</b>	<b>\$14,840</b>		<b>\$38,220</b>	<b>0</b>	<b>\$38,222</b>	

# RELEVANT EXPERIENCE

## Nelson\Nygaard

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a full-service transportation firm with over 150 people in offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

### Nelson\Nygaard specializes in:



#### Transit

Designing and developing great transit services for people



#### Cities and Streets

Balancing the mobility needs of everyone to create thriving places



#### Mobility Management, Access, and Policy

Creating strategies, policies, and systems that promote equitable access and mobility for all



#### Urban Corridors

Building vibrant, equitable communities with high-quality transit at the center



#### Parking and Demand Management

Creating livable places with better management of parking supply and demand



#### Active Transportation and Safety

Making places better for people to walk, bike, and gather

## Parking Consulting Expertise

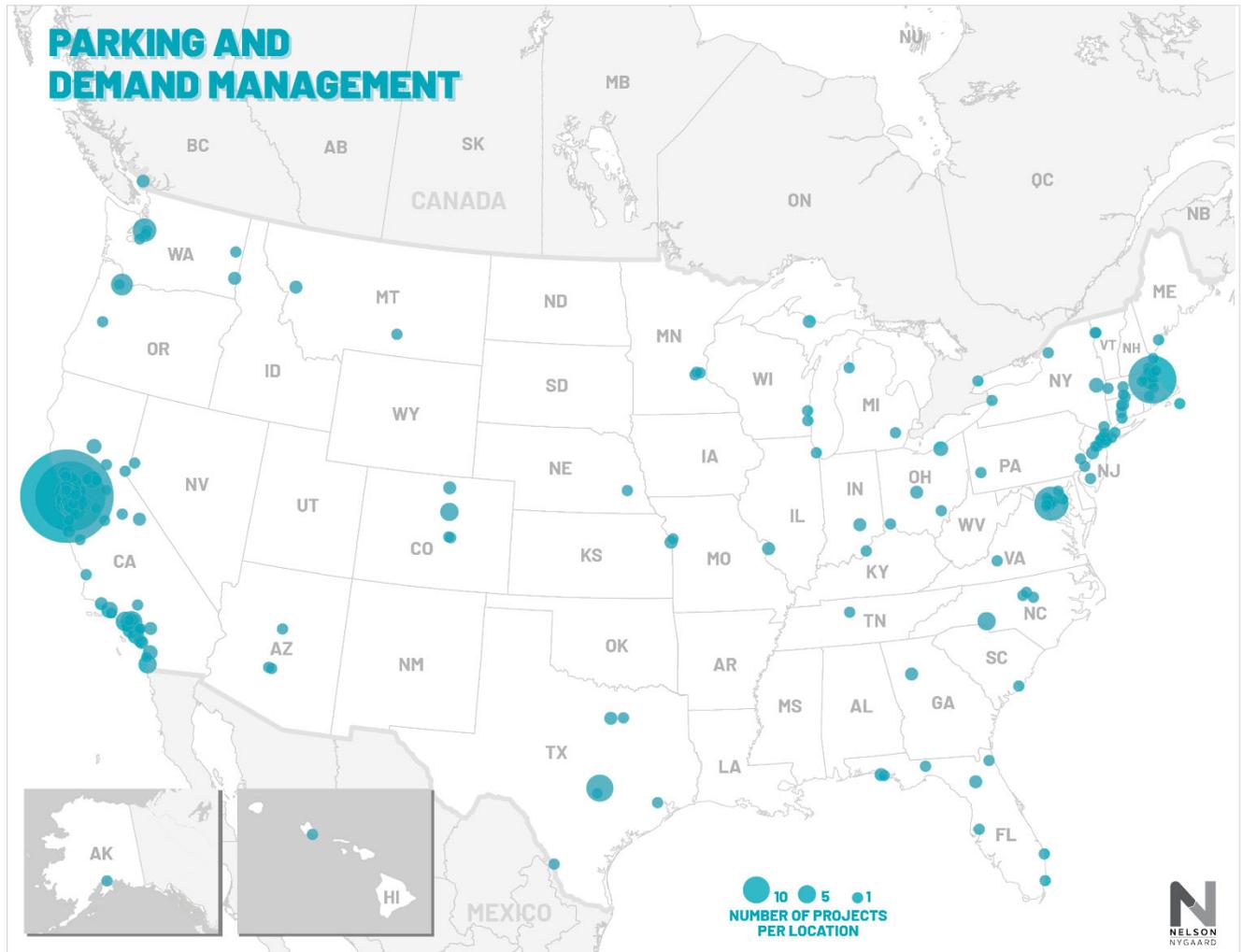


Nelson\Nygaard sees innovative management of parking supply and demand as an opportunity to create livable places.

We have pioneered an approach that demystifies the real costs of parking and develops strategies for sharing resources, reducing trips, integrating new technology, and appropriately pricing parking. Our multimodal skillset also helps us to proactively and flexibly respond to the mobility impacts of emerging technologies.

Our approach is to find a cost-effective blend of solutions specific to local needs. We challenge perceptions, build consensus, and win community support for policies, regulations, and plans that put parking needs in the context of desired outcomes. In doing so, we help communities save money, conserve resources, and achieve their larger goals for economic development and improved quality of life.

We have worked with cities across the country whose downtown areas continue to grow and thrive and ensure parking supports economic growth and vitality of the community. Our extensive parking planning experience is demonstrated in the project map below.



## Fehr & Peers

With Fehr & Peers' extensive knowledge of industry best practices and experience solving complex parking problems, they will dive deep and identify unique patterns, evolving mobility and parking trends, specific hot spots of demand, and any core issues related to land use and associated parking requirements. A key feature in their approach is our use of big data and custom tools and models to analyze how current trends related to auto ownership, transit access, and how parking fees influence parking demand.

### Internal Research & Development, and Custom Tools

Fehr & Peers invest their time to stay on top of changing standards and emerging trends to offer state-of-the-practice advice. They develop our own tools, evaluate emerging technologies, and coordinate with our clients and technology partners to understand data options and limitations. They listen to the needs of their clients to develop efficient analysis methods and tools that are content appropriate and derived from a robust research process. Their suite of advanced tools is designed to provide accurate, data-driven performance metrics in a quick-response format that can easily be customized to local conditions including:

- Proprietary tools such as Parking Revenue and TDM+ tools, which are based on their self-funded research. These tools can quantify the efficacy of parking management strategies and the reduction in parking that can be expected from TDM strategies.
- Parking demand modelling using GIS and other visual communication tools to analyze and communicate the parking issues from various different perspectives.
- Parking pricing tools that estimate how increasing the price of parking affects parking demand and revenue.

### National Experts

Fehr & Peers has national experts in many specialty areas including parking, federal research, safety, freight, climate, and equity. These experts offer insight into the best approach and the most current development in their fields.

### Data Experts

Fehr & Peers includes data scientists and experts that work in specialized software like GIS, Python, and AutoCAD. Their data science experts frequently speak at conferences nationwide to share their insights on the very latest innovative tools and techniques. They pride themselves on presenting complex technical data and concepts in easy to understand, visually compelling, and approachable formats.

## Project Manager

### Iain Banks, PTP

Availability: 30%, Estimated Hours: 48



**My ethos is that a city's parking system is vital to the planning of a sustainable transportation network, which supports community goals of mobility, economic vitality, and healthy living. Helping the City of Denton enhance their transportation goals through the lens of parking policy and programs is an exciting opportunity.**

With 20 years of public- and private-sector experience, Iain is the head of Nelson\Nygaard's Washington, D.C. office. He plays an integral role in the firm's parking and transportation demand management practice, including citywide and campus master plans, downtown parking programs, and corridor planning. Iain has helped dozens of municipalities, campus planners, downtown development organizations, and private developers craft parking and transportation policies, programs, and practices that achieve defined sustainability goals.

## Key Staff

### Jackson Archer, Deputy Project Manager

Availability: 30%, Estimated Hours: 60



**I can't wait to use the knowledge of parking solutions I've gained through my living and working in Texas to help shift Denton's parking policy and shape the future of parking in the city.**

Jackson's passion for multimodal transportation and shared parking guides his approach to transportation projects—Jackson firmly believes that a shared parking analysis is a key lever to prevent overbuilding parking supply. He enjoys working with local public agencies to advise on deployment of TDM and parking tools to meet project and city goals. Jackson's experience with local TDM and parking projects have typically involved circulation details (transit, bike, pedestrian, and complete streets) and close coordination with traffic engineers, land use attorneys, site designers, public agencies, and development and owner teams. Jackson's strength is understanding the varied needs of these stakeholders and producing solutions that just make sense.

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## Tom Brown, Principal-In-Charge

Availability: 15%, Estimated Hours: 23



I am excited to bring my nearly 20 years of parking management planning experience to help Denton address its most pressing challenges and promising opportunities. I learn something new on each project and love working with new partners to develop unique solutions for their communities. As the principal-in-charge, I also get to work with the best project managers and planning leads our firm has to offer to ensure we bring the right blend of national expertise and local understanding to each project.

Urban parking management has been a special focus for Tom as a principal at Nelson\Nygaard. In his experience, nothing undermines the best of planning and design efforts as quickly or significantly as failing to get the parking right. Getting it right, however, invariably involves negotiating challenging and consequential tradeoffs. Years of engaging diverse, passionate, and thoughtful stakeholders on all aspects of parking, in a wide variety of contexts and opportunity environments, has afforded Tom the capacity to offer his clients a clear assessment of best available options, the essential pros and cons of each, and a viable path forward in serving transportation, growth, and broader community goals and objectives.

## Sophia Constantine, Project Planner

Availability: 30%, Estimated Hours: 24



I'm passionate about right-sizing parking, and excited to use my experience working on parking studies across North America to best fit the needs of the City of Denton and all community members.

Sophia believes that all community members should have safe, accessible, non-driving mobility choices. Her background in smart mobility planning and policy informs all her projects. At Nelson\Nygaard, Sophia focuses on parking studies and code updates, transportation demand management, multimodal planning for downtowns and universities, and emerging mobility planning. She's led equitable parking strategies, transportation-focused code updates, and community engagement efforts across the United States.

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City of Denton

### Anna Trevino, Project Planner

Availability: 30%, Estimated Hours: 50



**I am excited to take the knowledge and experience I've gained through my planning work and my passion for equitable transportation solutions to support shaping the future of parking in the City of Denton, my hometown.**

Anna believes mobility is about creating opportunities to creatively connect people to the places they want to go. Anna specializes in multimodal transportation projects, transportation demand management, and curb management. Anna is passionate about helping people feel empowered to get around without a personal vehicle. She has brought her practical knowledge and skills to projects like curb management plans, downtown parking plans, TDM plans, and station area planning. Born and raised in Denton, Anna is familiar with the city's unique transportation landscape and has an intimate understand of the community's needs and goals.

### Sam Ergina, Project Planner

Availability: 30%, Estimated Hours: 64



**I am excited to take the knowledge I've gained through my planning work on parking studies and my passion for equitable transportation solutions to support in shaping the future of parking in the City of Denton.**

Sam contributes to developing spaces that prioritize collaboration, equity, and inclusion. His multidisciplinary background informs a planning approach that focuses on creativity, critical thinking, and accessibility. Sam has worked on both land use and transportation planning in the United States and abroad. His past work includes working with cities to create equitable community engagement processes and producing existing conditions analysis and evaluation. He has worked on parking studies in a variety of urban areas, from the Phoenix metropolitan area to the City of Martinez in California, and has previously worked on parking in Denton through the Denton Downtown Master Plan Update.

### Anjum Bawa, Principal-In-Charge

Availability: 30%, Estimated Hours: 27



**I look forward to using big data, GIS, and other statistical tools to develop creative, cost-effective, and results-oriented solutions for the City of Denton.**

Anjum has over 20 years of successfully delivering transportation planning and engineering projects throughout the USA. He has managed and assisted with various parking studies, community plans, special-event planning, and traffic engineering. He has completed several parking and circulation studies for large mixed-use districts, and developments and has contributed to many community-scale and institutional master plan efforts in the technology, education, and health industries.

Citywide Parking Study  
City of Denton

## Spencer Reed, Technical Oversight

Availability: 40%, Estimated Hours: 4



**Using a combination of experience, data, and innovative, I will provide thoughtful solutions to benefit the City of Denton.**

Spencer has more than 10 years of experience in transportation engineering and planning. He brings a wide variety of skills and an innovative analytical perspective to all his projects. His project and technical experience include parking demand studies, parking management plans, microsimulation modeling, traffic impact studies, travel demand modeling, conceptual design, and bicycle and pedestrian planning. Spencer understands that various projects have a wide range of needs, and he maintains a steadfast commitment to the efficiency and reliability of results.

## Natalie Daugherty, Lead Engineer

Availability: 60%, Estimated Hours: 40



**I am excited to bring my experience and passion for accessible transportation to the City of Denton.**

Natalie is a transportation engineer and planner in the Fehr & Peers Dallas office, and is leading the Denton Downtown Parking Study. Natalie has led multimodal transportation engineering and planning studies across the USA, and has a thorough approach that leads to success on a myriad of projects including parking, multimodal corridor planning, bike feasibility studies, and signal design plans.

## Project Experience

Our team has extensive experience developing citywide parking studies and we are proud of our record of positive relationships with our clients. We have included our most relevant project experience conducting parking studies with similar scope to the City of Denton's.



## Austin, TX

### Downtown Austin Parking Strategy

As one of the fastest growing cities in the U.S., Austin is experiencing a significant increase in high-density development in its downtown. Austin's strong grid street network and substantial investments in creating a walkable and attractive environment offer the ideal framework for shared parking, yet its legacy parking management system undermined Austin's desirable urban qualities.

The Downtown Austin Alliance hired Nelson\Nygaard to rethink parking in downtown through detailed technical analysis, facilitation of productive dialogue and integration of community values and priorities, and development of innovative recommendations. By identifying the downtown's future parking need within the context of numerous planning efforts and specific development projects, Nelson\Nygaard developed an **integrated set of 19 parking recommendations** that ensures parking facilitates future growth and supports transit and multimodal investments, while making it easier to find parking.

Bloomberg Philanthropies awarded the City of Austin with an American Cities Climate Challenge, granting the city up to \$2.5 million in technical assistance and support to reach its aggressive environmental goal of being carbon neutral by 2020. City officials utilized a portion of the funds to advance a key recommendation of the strategy – implementing a new performance-based pricing program to reduce vehicle emissions.

*The project was also selected for 2017 Project Planning Award from the APA, Texas Chapter.*



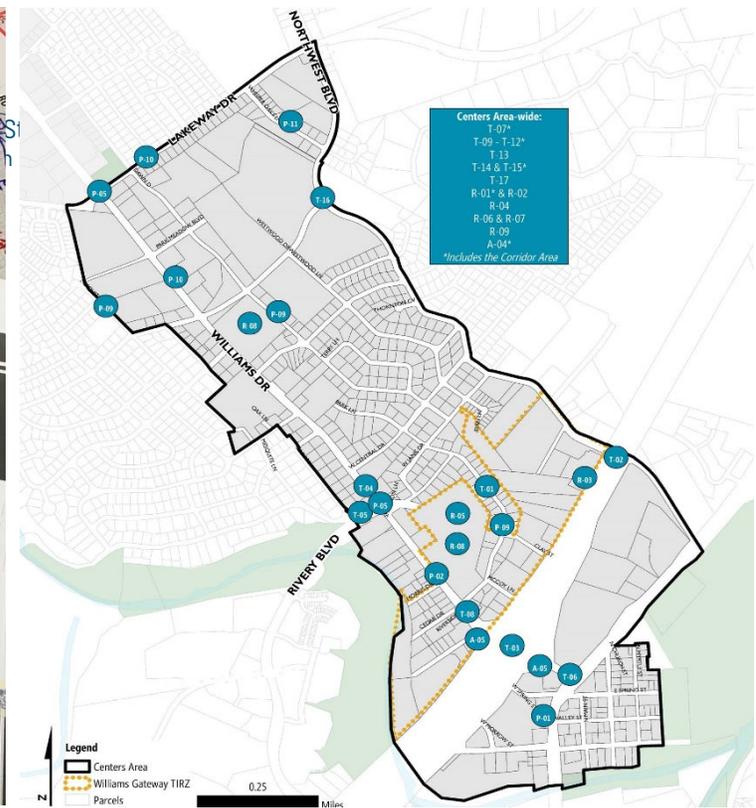
## Austin, TX

### South Congress Parking Strategy

Parking has been a long-standing challenge in Austin's renowned South Congress (SoCo) district. Competition for the curb is fierce as parking needs vary for an increasing number of residents, businesses, employees, and visitors. Sporadic attempts to fix parking have resulted in uncoordinated solutions that improve parking for a few, but do not holistically address the district's systemic problems. The [South Congress Parking Strategy](#) tackled these challenges head-on. Through a data-driven process, the Strategy provides a new vision and approach for parking in SoCo.

Nelson\Nygaard led all aspects of the study, including the creation of a robust and dynamic data dashboard for the inventory and occupancy of SoCo's 5,400 public and private parking spaces. We also collaborated with the SoCo community to go "beyond the data" and understand the nuances of parking activity along South Congress Avenue and in adjacent neighborhoods. The Strategy focused on the evolving nature of the SoCo curb and how to maximize the benefits of new rapid transit service, mitigate impacts of shared mobility services and commercial loading, and ensure equitable parking access for SoCo's service workers.

The final [Parking Toolkit](#) provides flexible package of solutions that can be implemented quickly yet modified over time as South Congress Avenue and its adjacent neighborhoods grow and evolve. The Austin Transportation Department has begun to implement the Toolkit, prioritizing the formation of a new management district in SoCo to advance demand-based pricing and reinvestment of net revenue into parking management, TDM services, and shared parking.



## Georgetown, TX

### Williams Drive Study

In recent years, the City of Georgetown and its community members have undertaken a number of studies to spur the redevelopment of the Williams Drive corridor, both as a gateway and as an entire corridor. This study was the first to consider both transportation and catalytic development sites, prioritizing the safe and convenient travel of vehicles, transit riders, bicyclists, and pedestrians along with development visions. It is the culmination of a year-long community planning process. It proposes context-sensitive multimodal operational improvements, streetscape changes, and mixed-use development concepts that will transform how people travel and live within and along the corridor.

The recommended concepts for corridor improvements are expected to provide optimal benefits in terms of multimodal mobility, safety, economic vitality, and urban design along Williams Drive. For the purpose of this study, the corridor was divided into two separate zones: the corridor and the center area. This enabled the creation of concept plans more tailored to the unique needs of different segments of Williams Drive.

Full implementation of the corridor improvements will take place over time. In some cases, designs need to be further refined and developed, and several recommendations require additional study. Nevertheless, the City is prioritizing multimodal improvements and development initiatives for Williams Drive and is planning to implement various aspects of the recommendations as soon as possible. A phased implementation plan was developed to guide this process, but the plan should be adjusted over time as conditions evolve and funding becomes available.

*This project won the APA Central Texas Chapter Planning Award for Best Plan in 2017.*



## San Antonio, TX

### Bandera Road Corridor Plan

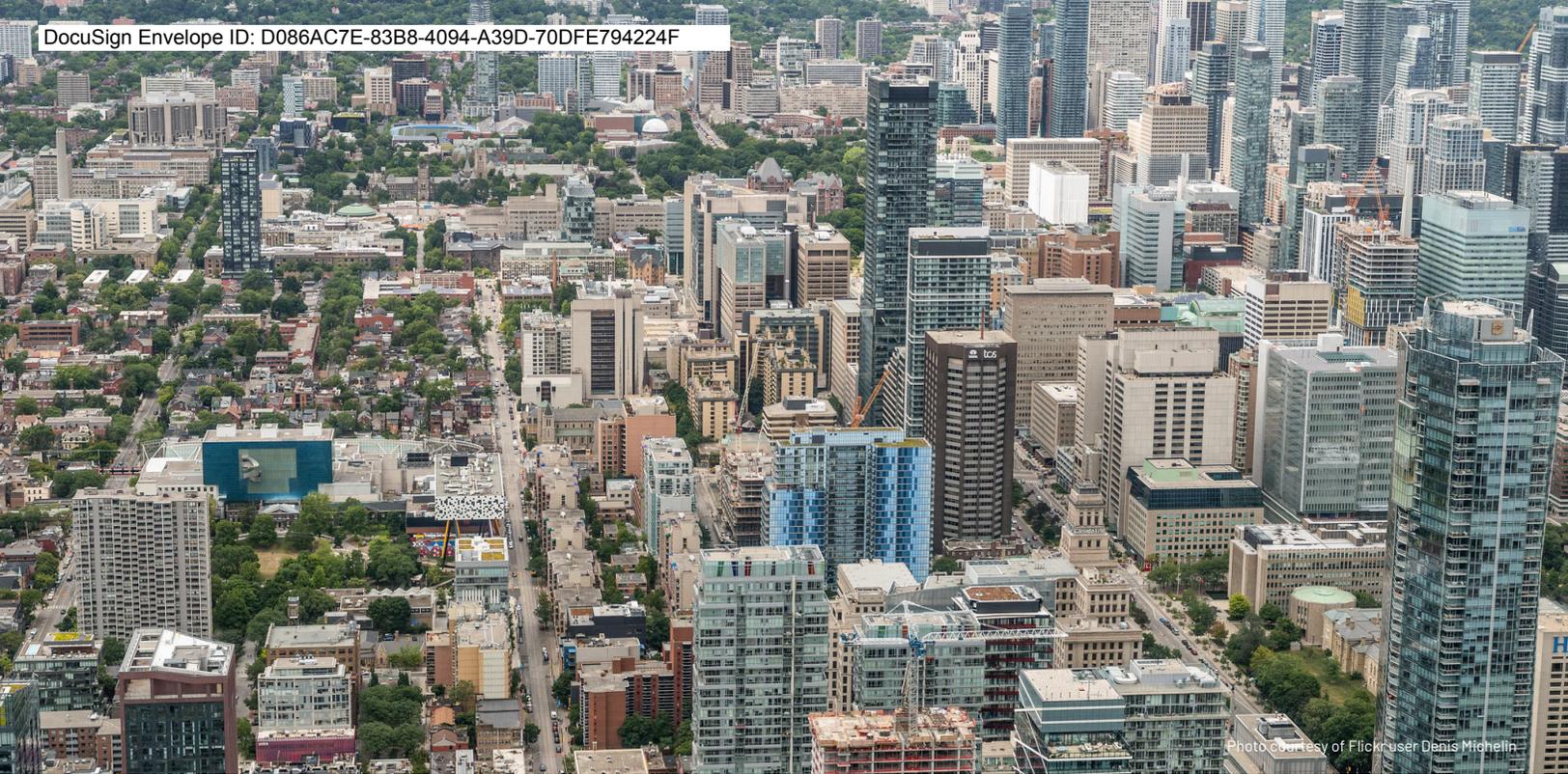
A total of twelve multimodal improvements within ½-mile of Bandera Road were identified that better connect the corridor to top destinations while also supporting disadvantaged populations in the area. These improvements were assigned a prioritization score based on a number of metrics centered on demographics and proximity. Additionally, a section examining twelve potential arterial extensions and expansions (previously identified by the Texas Department of Transportation [ TxDOT ]) is included in this memorandum, accompanied by an analysis detailing the potential benefits and impacts of each arterial opportunity.

While developing the network surrounding Bandera Road is crucial to achieving the goals of this plan, the impact of direct improvements to the corridor itself should not be understated. As a primary thoroughfare in the region, positive multimodal impacts in the region begin with Bandera Road.

Nelson\Nygaard conducted a multimodal analysis that included identifying active transportation network gaps for sidewalks, trails, and on-street bicycle network within a half mile of Bandera Road using existing spatial data, mapping trip generators that generate demand for multimodal access, and prioritizing projects based on the benefit of the new connection to the existing network, potential to connect destinations along the corridor, and provide equitable access.

The existing right-of-way and lane configuration of Bandera Road leaves ample room for a number of multimodal improvements to the corridor. The proposed improvements include priority bicycle, trail projects, and sidewalk projects. Future multimodal improvements on Bandera Road are under consideration as part of TxDOT's parallel transportation study of the roadway.

Our team also proposed improvements to Bandera Road itself, as a primary thoroughfare through the region, would provide a pathway to a safer and less congested network with support for multimodal transportation options.



## Toronto, ON

### Toronto Citywide Parking Strategy

As one of the best cities in the world to live, to visit and to do business, the City of Toronto recognizes that “managing parking effectively is essential to successfully implementing major city building objectives, including climate change adaptation and mitigation, affordability and congestion management. Partnering with Access, Nelson\Nygaard are part of a multi-disciplined team to update the strategy to enhance the City’s parking program.

Public interest and attention to parking matters has always been and continues to be high, making public and Council engagement a crucial component of the policy development process. Many policy and management decisions at play today – from those related to electrification to those related to land development – have parking considerations. We have proposed an approach to comprehensively review how the City manages parking across all areas of responsibility and impacts – to create a City wide blueprint to address current and future needs and re-imagine how parking decisions are governed. This strategy is not only a significant opportunity to bring alignment across City departments and agencies but also an opportunity to establish shared objectives for all aspects of parking that are bold and supportive of Toronto’s building goals.

The City has advanced many important policy areas impacting parking over the last several years, providing a strong launching point for this strategy. With this policy foundation as a starting point, together with our team’s strong understanding of the City’s technical and stakeholder context, we are progressing through strategic policy development.



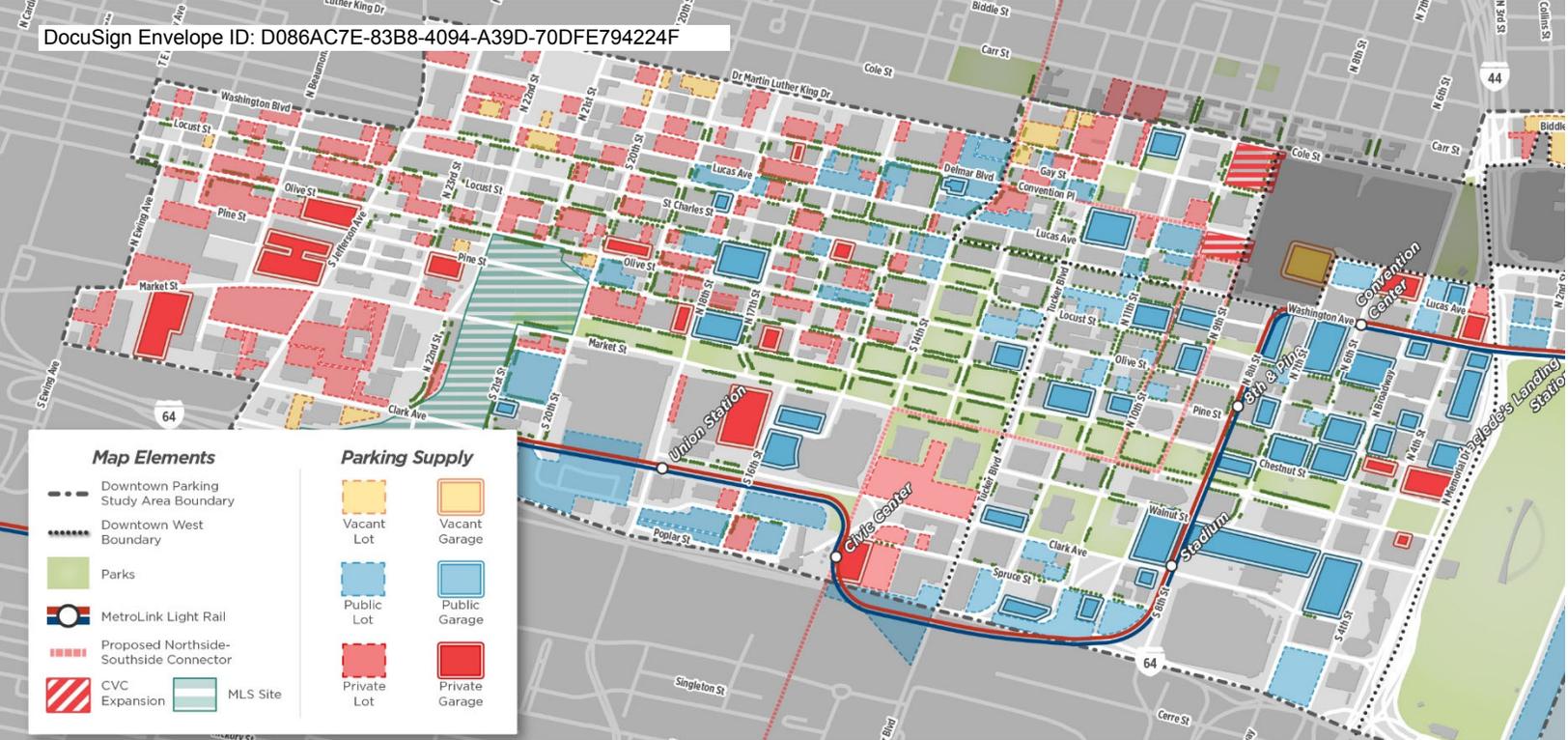
## Memphis, TN

### Downtown Memphis Parking Study

Memphis is a culturally rich city with a vibrant and historic downtown that offers a mix of land uses, transportation options, and a walkable environment. Well known for its strong local and regional brand of arts, culture, food, and music, the downtown has added more than 4,000 new residents over the last two decades and is growing nearly three times faster than the rest of Shelby County.

With millions of square feet of office and residential projects in the pipeline, the Downtown Memphis Commission and Memphis Medical District Collaborative hired Nelson\Nygaard to provide technical analysis to identify areas of high parking demand, facilitate productive dialogue, and develop actionable recommendations. We comprehensively documented the more than 71,000 existing public and private parking spaces, from individual blocks to large private garages, as well as how parking assets in eight downtown neighborhoods are utilized at different times of day. By identifying each neighborhood's future parking need within the context of numerous planning efforts and specific development projects, Nelson\Nygaard developed an integrated set of 10 parking and management recommendations that ensures parking facilitates continued growth across downtown. We also created a parking investment mapping tool to identify a clear decision-making framework for where and how to invest in public parking facilities.

DMC staff, in coordination with the Memphis Medical District Collaborative, Memphis Area Transit Authority, and the City, have begun to implement the plan. In September 2019, the Downtown Parking Authority adopted a change in bylaws to become the Downtown Mobility Authority, enabling a larger focus on transit and multimodal investments. The DMC has begun brokering shared parking agreements in their own and private garages to allow residential access after-hours. The DMC and MMDC launched a park-and-ride shuttle route through Downtown and are working to establish a Transportation Management Association for downtown and Medical District employees and residents.



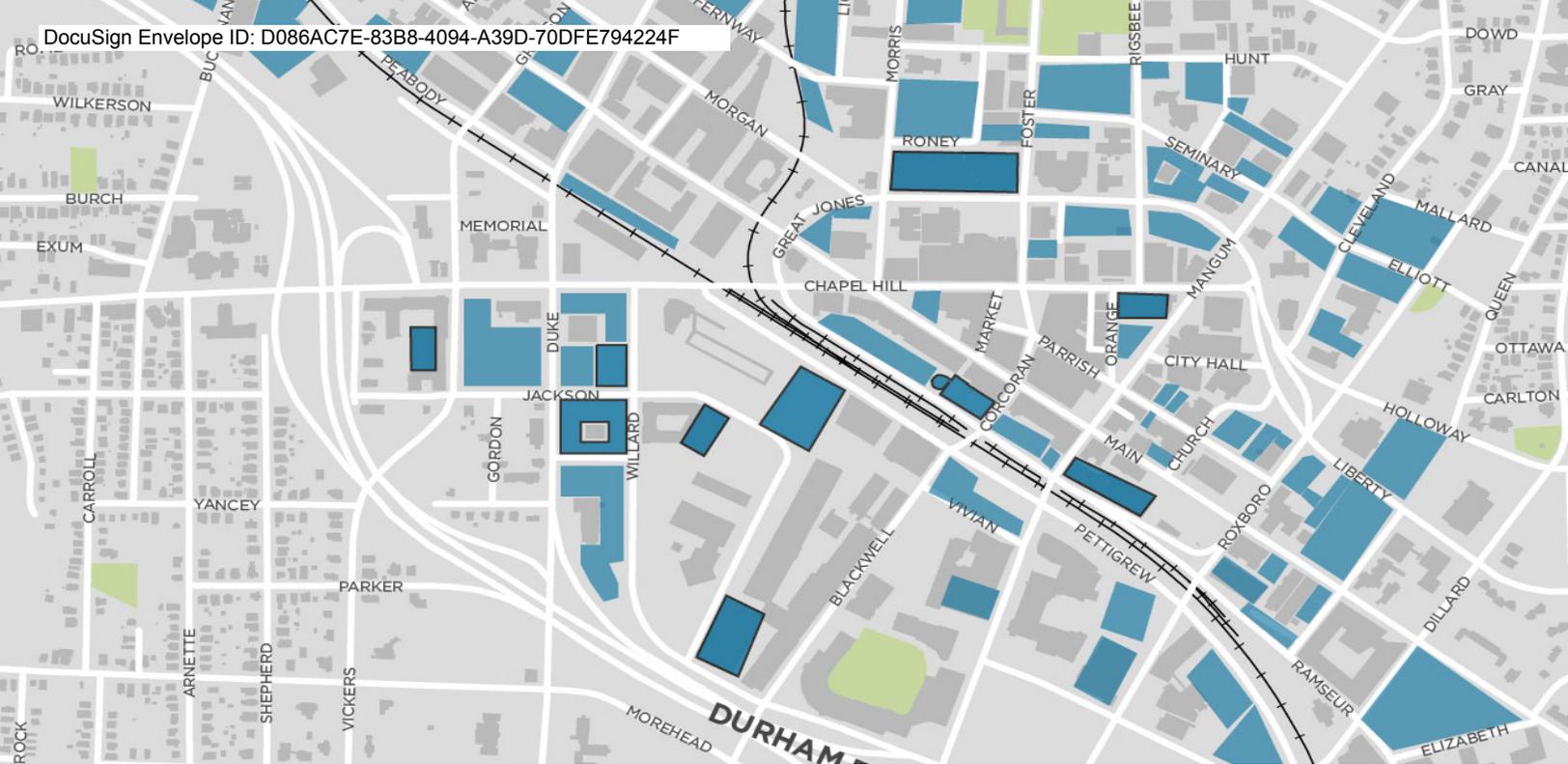
## St. Louis, MO

### St. Louis Downtown Parking Study

Recently connected to the Jefferson National Expansion Memorial and the Mississippi waterfront by the CityArchRiver project, Downtown St. Louis is experiencing an influx of public and private investment that will further establish the area as one of the region’s preeminent places to live, work, and visit. With new recreational assets, residences, and commercial developments opening Downtown, visitors flocking to the area for conventions, dining, nightlife, and Cardinals and Blues games now have a number of new transportation options available. Demands on the City’s parking system will be affected by ridesharing and micromobility services, plans for a North-South Metrolink line, and a redesigned Metro network that will bring frequent bus service to the City’s center.

St. Louis City leaders understand that a comprehensive Downtown Parking Study with smart parking policies will not only make Downtown growth sustainable and functional but will also maximize parking assets without compromising local character, thus fostering long-term success and growth. The St Louis Development Corporation hired Nelson\Nygaard to provide technical analysis to identify areas of high parking demand, facilitate productive dialogue, and develop actionable recommendations. We documented the more than 62,000 existing public and private parking spaces, from individual blocks to large private garages, along with how parking assets are utilized at different times of day in the four downtown sub-areas.

By identifying each sub-area’s future parking need in the context of multiple planning efforts and specific development projects, Nelson\Nygaard developed an integrated set of parking and management recommendations to ensure that parking will facilitate continued growth throughout downtown.



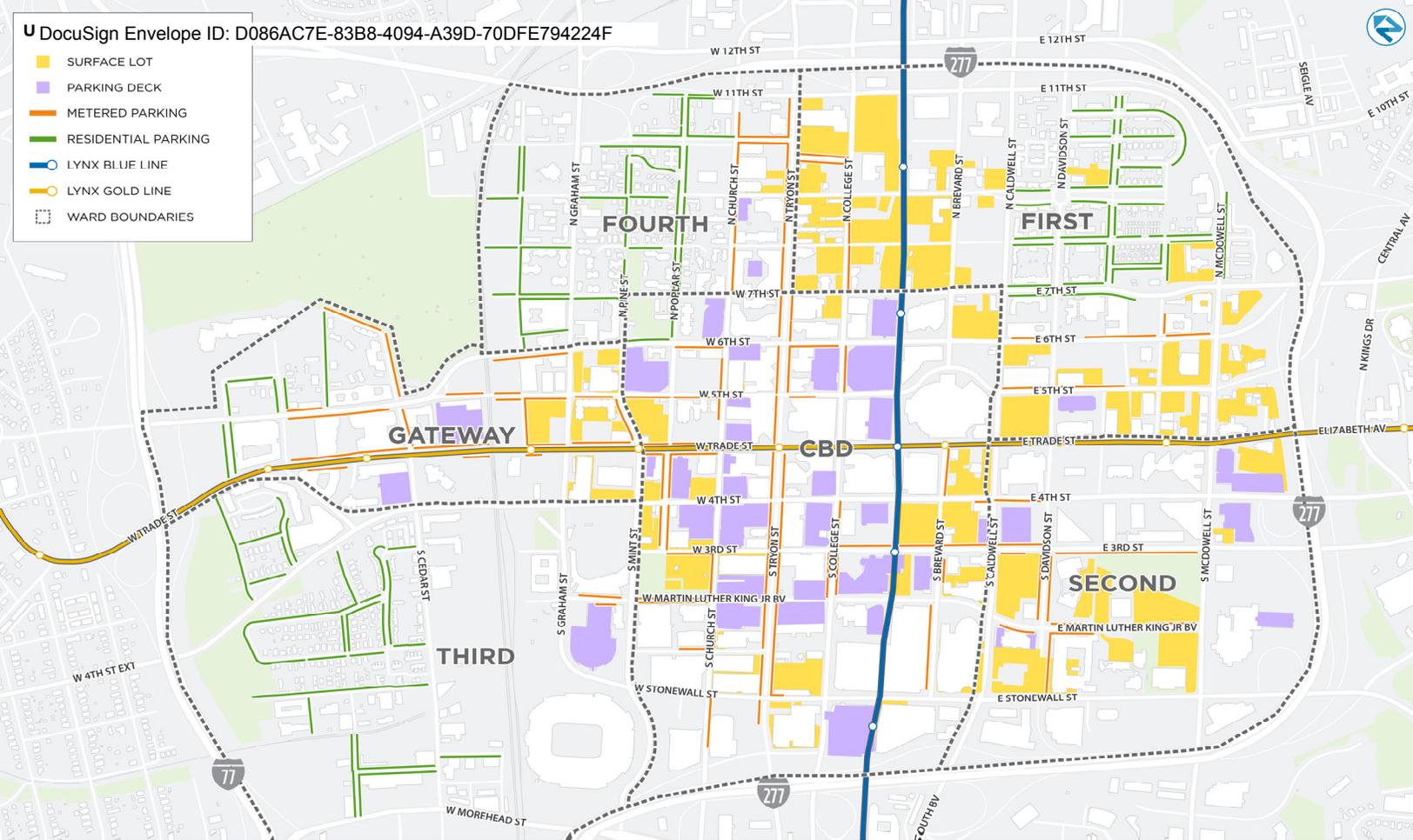
## Durham, NC

### Downtown Durham Parking Study

Durham has experienced dramatic growth in the last decade, with infrastructure improvements that have resulted in continued investment in the City. Effective parking management of the downtown is a key component to support the City's long-term economic vitality—without impinging on the character that makes Durham a regional attraction.

Nelson\Nygaard led a parking analysis of the downtown area to help the City understand the nature of parking in light of emerging trends, as well as plan for Durham's needs over the next ten years. These included a comprehensive understanding of parking supply and demand in both on-street and off-street and public and private facilities, along with a clear assessment of the dynamics between these assets and a complete understanding of the users who frequent them. The study approach emphasized the importance of understanding all potential travel options, as well as the most current parking management strategies, as part of the projections for future parking needs in the City.

The firm's recommendations include taking advantage of smart parking management opportunities, incentives for sharing existing resources, and potential synergies with other modes of travel, including walking, biking, and transit.



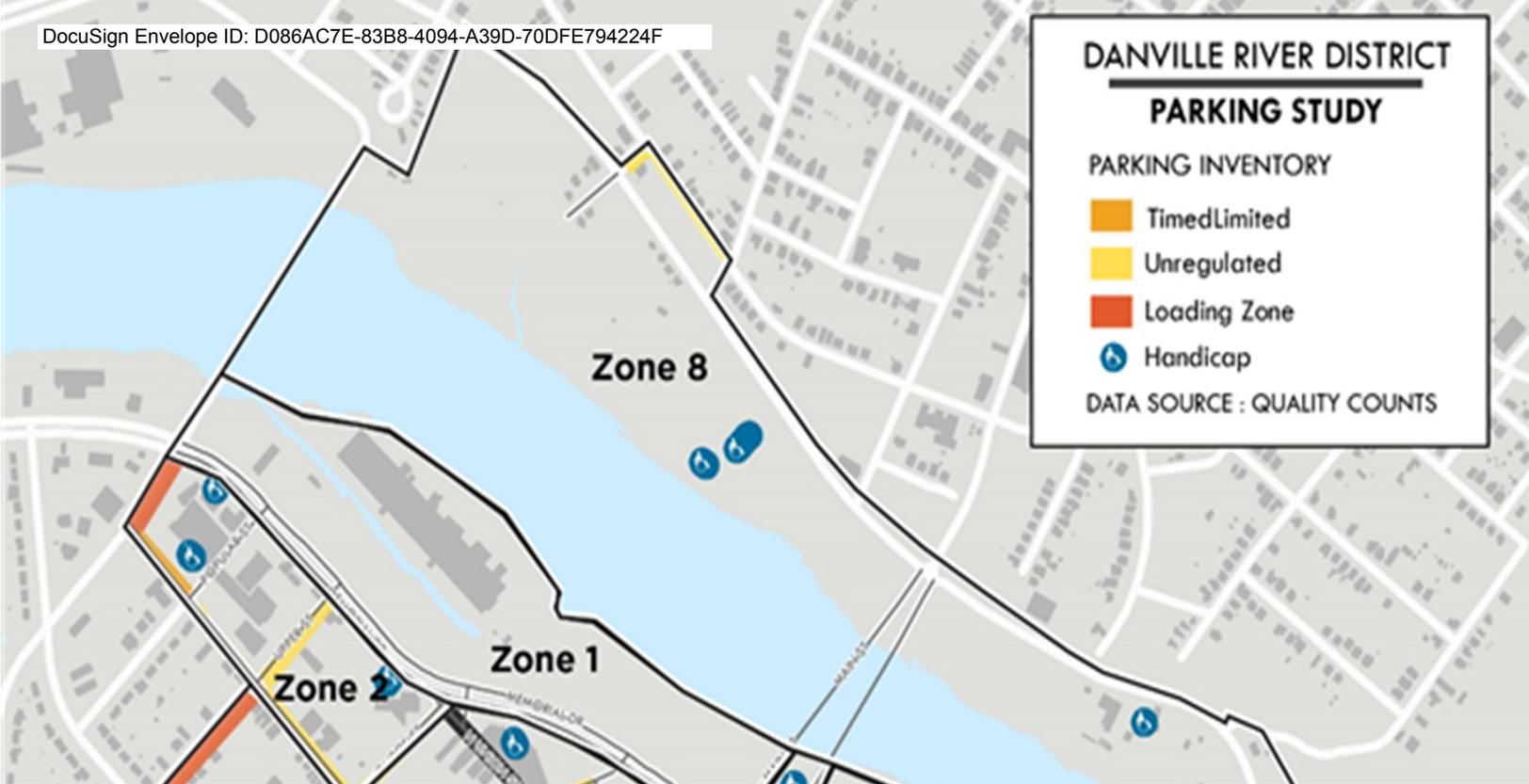
## Charlotte, NC

### Charlotte Uptown Parking Study

Charlotte has experienced dramatic growth in the last decade, with infrastructure improvements that have resulted in continued investment in the City. Effective parking management of Uptown is a key component to support the City’s long-term economic vitality—without inhibiting on the regional draw that makes Uptown successful.

Nelson\Nygaard is currently undertaking a parking analysis of the Uptown area to help Charlotte Center City Partners and stakeholders understand the nature of parking in light of emerging trends, as well as plan for Uptown’s needs over the next twenty years. These include an understanding of parking supply and demand in both on-street and off-street and public and private facilities, along with a clear assessment of the dynamics between these assets and a complete understanding of the users who frequent them. The study approach emphasizes the importance of understanding all potential travel options, as well as the most current parking management strategies, as part of the projections for future parking needs in the City.

The firm’s recommendations include taking advantage of smart parking management opportunities, incentives for sharing existing resources, and potential synergies with other modes of travel, including walking, biking, and transit.



## Danville, VA

### Danville River District Strategic Parking Plan

The River District is well poised with its mix of land uses, transportation options, and a walkable environment. The district's amenities, including excellent public schools, beautiful parks, and strong economy make the city, and River District in particular, a very desirable place to live, work, and visit. To continue on a successful path of quality as a desirable place to be, The River District is addressing the often-contentious issue of parking at an opportune time.

Using existing and new data, input from the city, key stakeholders, and the public, the team developed parking management options for the future through a mix of parking management strategies, technology, design, and regulations. This study focused on developing innovative, cost-effective, sustainable solutions that are responsive to concerns from various district user groups. Changes to the district's (and City's) parking management will only be successful with support from business owners, employees, residents, commuters, and other key audiences.

Nelson\Nygaard performed a parking analysis of the River District area to help the City understand the nature of parking in light of emerging trends, as well as plan for Danville's needs over the next ten years. These included a comprehensive understanding of parking supply and demand in both on-street and off-street and public and private facilities, along with a clear assessment of the dynamics between these assets and a complete understanding of the users who frequent them. The study approach emphasized the importance of understanding all potential travel options, as well as the most current parking management strategies, as part of the projections for future parking needs in the City.



# Why Updating the Fairfax County Parking Code is Kind of a BIG DEAL



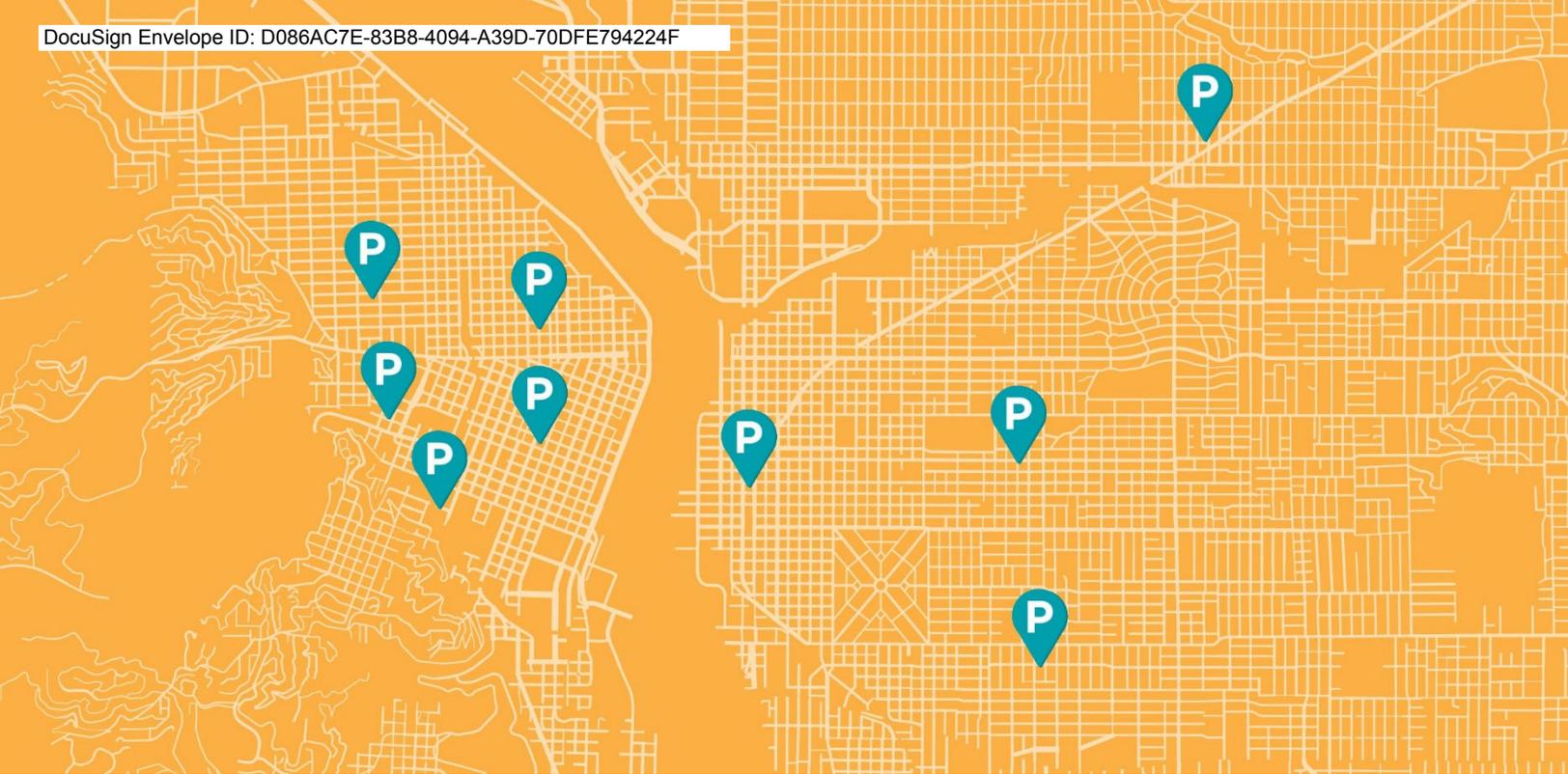
## Fairfax County, VA

### Fairfax County Zoning Ordinance and Off-Street Parking

Fairfax County has perhaps the most complex mix of development patterns of any jurisdiction in the country. The downtown intensity of Tysons, the planned town center in Reston, the strip commercial of Annandale and Richmond Highway and Baileys Crossroads, the malls in Fair Oaks and Springfield – each contains very different development and travel patterns, and parking needs, despite very similar mixes of land uses. Modernizing parking requirements in such a context required a blend of right-sizing parking ratios, offering flexibility to adjust for context and character, and referencing community values and goals to reshape the narrative around the role of parking in the County’s growth districts.

For the off-street parking review, Nelson\Nygaard is conducting a review of best practices in peer and non-peer communities to identify strategies, tools, and practices for consideration. We are also observing local travel and development patterns and evaluating strategy options in relation to community goals for congestion management, orderly development, and community/economic vibrancy.

Along with the zoning experts at Clarion Associates, Nelson\Nygaard developed an updated zoning code for the County. We diagnosed specific issues with the existing code, analyzed potential fixes, researched practices from similar communities in the region and beyond, and recommended specific code language to address them. The focus within both the subdivision and zoning elements of the code was to promote walkable, bikeable, transit-friendly development where applicable while also understanding the differing suburban and rural areas in the County and their requirements. This paragraph should answer the “so what?” question—why was our work important? Was this plan implemented? What were the results of the implementation? Is there data we can include or a quote from the client about how it was received by the public? Did the project win an award? All these questions should be addressed here. Most of all, we need to leave the reader with a sense of what’s at stake—why our work is so vital to the community or study area. You can think about this paragraph as zooming back out to look at the big picture and how our work is impacting that big picture. In particular, please include any equity considerations/impacts of the project.



## Portland, OR

### Citywide Parking Strategy

As the City of Portland grows, parking has become a source of tension and opportunity. Changes in land use and travel patterns directly affect parking demand and behavior. As residents and businesses adjust to growth and change, so too must the City's approach to the supply, management, and pricing of parking. Doing nothing is not an option. There is a growing recognition that tackling parking head-on will present Portland with direct avenues to address some of the city's most pressing challenges.

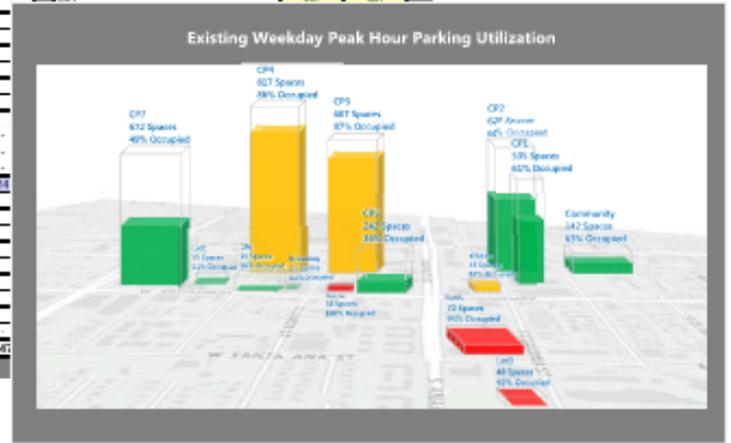
Nelson/Nygaard was hired by the Portland Bureau of Transportation (PBOT) to create the *Citywide Parking Strategy* (CPS). The CPS links all the different threads that touch on parking in Portland and articulates a cohesive vision for the future. Stakeholder feedback was instrumental in this effort with over 30 public events held. A highlight was the Parking Symposium in July 2015. Over 160 stakeholders participated in the daylong event giving Portlanders a chance to ask their toughest parking questions and get detailed and nuanced discussion about them.

The CPS identifies a set of goals, policies, and tools to guide the future growth of Portland in a comprehensive five-year action plan. The plan outlines key initiatives with timelines, as well as action steps for implementation. These include the expansion of the Parking Permit program to address area growth, the development and adoption of new parking technology, and the development of guidelines for new public parking supply.

With the adoption and implementation of these steps and others outlined in the plan, PBOT will be on the road to a parking strategy that takes into account the city's growth in relation to changing mobility trends.

**CENTER CITY PARKING TOOL**  
LAND USE DATA INPUT AT 1 PM WEEKDAY AND 1 PM WEEKEND

Land Use Information				Land Use Changes		Demand Changes		Parking Demand Allocation			
Land Use Type	Existing		Future		Add Use (+)	Reduce Use (-)	Weekday	Weekend	Residential (Rental)		
	Quantity	Unit	Quantity	Unit					Parking Demand	Weekday	Weekend
Retail	31,579	sf GLA	56,579	sf GLA	25,000	sf	78	89	CP1	0%	0%
Quality Restaurant	0	sf GLA	0	sf GLA					CP2	0%	0%
High-Turnover (Sit-Down) Restaurant	67,925	sf GLA	77,925	sf GLA	10,000	sf	84	134	CP3	0%	0%
Fast Food Restaurant	0	sf GLA	0	sf GLA							
Nightclub	0	sf GLA	0	sf GLA							
Ice Skating Rink	88,067	sf GLA	88,067	sf GLA							
Community Center	42,899	sf GLA	42,899	sf GLA							
Museum	21,244	sf GLA	21,244	sf GLA							
Church	48,034	sf GLA	48,034	sf GLA							
Hotel Business	0	rooms	0	rooms							
Hotel Leisure	0	rooms	0	rooms							
Restaurant/Lounge	0	sf GLA	0	sf GLA							
Conference Ctr/Banquet	0	sf GLA	0	sf GLA							
Convention Space	0	sf GLA	0	sf GLA							
Residential (Rental)	472	units	522	units	50	units	19	24			
Residential (Owned)	0	units	0	units							
Office	777,714	sf GLA	777,714	sf GLA							
Mixed-Use Restaurant	0	sf GLA	0	sf GLA							
Other 2	0	sf GLA	0	sf GLA							
Other 3	0	sf GLA	0	sf GLA							
Other 4	0	sf GLA	0	sf GLA							
Other 5	0	sf GLA	0	sf GLA							
Vehicle Storage	250	vehicles	250	vehicles							
Special Event	0	vehicles	0	vehicles							
							181	267			



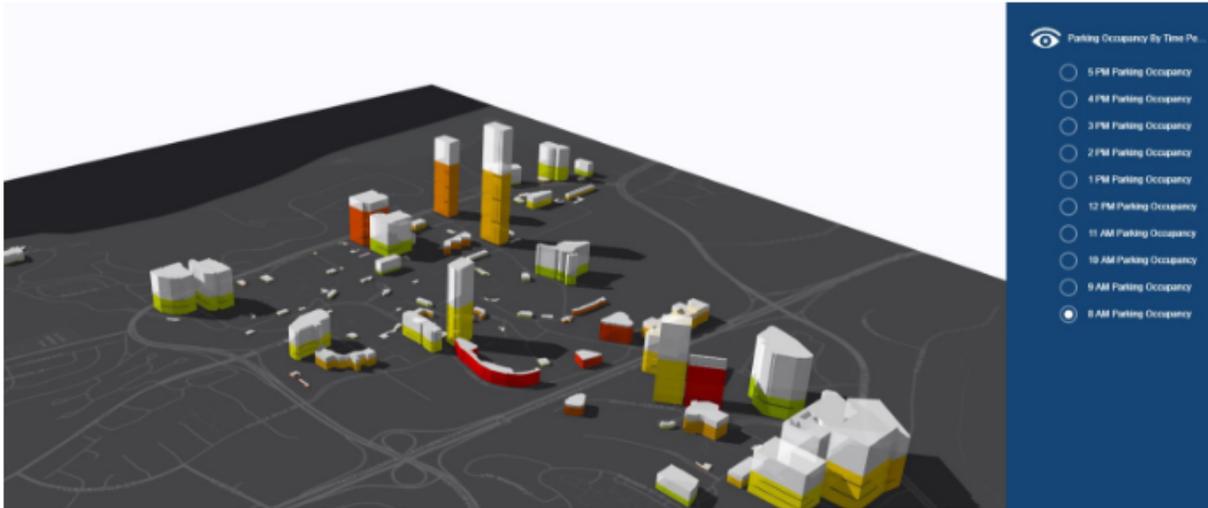
## Anaheim, CA

### Anaheim Center City District Parking Study

Fehr & Peers assisted the City of Anaheim with the development of a comprehensive parking management and development tracking tool for their Center City District. Development of the parking tool required a detailed data collection survey of the approximately 4,248 parking spaces spread amongst multiple parking facilities including surface lots, structures, and on-street spaces serving a variety of users. The survey documented the parking space supply and type as well as the hour parking demand across five days. Fehr & Peers utilized the parking code requirements for the City of Anaheim and the Urban Land Institute parking demand factors to develop an existing parking demand model

that was calibrated to the unique mix of uses in the Center City District. The existing parking demand model was incorporated within the parking tool to allow City staff to track parking demand and ratios vis-à-vis existing and proposed new development in the Center City District. In addition, the parking tool provides an estimation for parking demand in each facility with assignment of new development parking to specific facilities. The data collection and parking tool have been used to document existing parking demand and estimated parking demand with new projects in the Center City District.

For the UCSD parking study, we developed a new data visualization strategy using Esri's CityEngine to produce a web-based, interactive 3D model of parking utilization data. In the image shown, the shapes represent parking areas; the height of the "bars" total capacity; and the colors and fill levels the amount of utilization.



## San Diego, CA

### UCSD Parking Operations Study

Fehr & Peers assisted the University of California, San Diego (UCSD) with a comprehensive parking study for their main campus in La Jolla. This study took a detailed look at overall parking operations of all facilities, including lots, structures, and on-street spaces, serving a variety of users. The study reviewed parking supply and demand from both a high-level program strategy perspective as well as from a micro-level operations perspective, which supported the identification of custom solutions for individual parking resources and users. The goal of the study was to develop and validate a set of strategies, which made use of historic trends, data, and technology to optimize use of existing and future parking resources. The study also included a series of policy recommendations to help better manage the parking supply and provide flexibility for existing and future student, faculty, staff and visitor users.

Citywide Parking Study  
City of Denton

# **APPENDIX A**

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## **Complete Resumes**



## Iain Banks, PTP Project Manager



I bring experience in both the public and private sectors, previously serving as transportation planner for Annapolis, MD where I led the parking program and its integration into the mobility system.

### Education

M.S., Transportation Engineering and Planning, University of Southampton, England  
B.A., Geography, University of Portsmouth, England

### Experience

- **Citywide Parking Strategy, City of Toronto (Toronto, ON) 2023–Ongoing.** Project Task Manager. The Citywide Parking Strategy is developing a new way of thinking and programming parking in the City of Toronto including amongst other policies, equity, operations & management, pricing and curb management.
- **Downtown St. Louis Parking Study, City of St Louis (St. Louis, MO) 2020–2021.** Project Manager. Comprehensive parking management plan to implement strategies for on- and off-street parking resources to ensure economic vitality, land-use development and improve overall mobility in the city leveraging the multimodal networks in Downtown St Louis.
- **Charlotte-Uptown Parking Plan, Charlotte Center City Partners (Charlotte, NC) 2019–2021.** Comprehensive parking study for Charlotte’s Uptown District. Led stakeholder engagement, occupancy data analysis, growth projections, and mobility surveys, leading to the drafting of a Parking Management Plan.
- **Fairfax County Parking Code Update (Fairfax County, VA) 2021 – 2023.** Project Manager. Following on from the County’s Zoning Code modification, Nelson\Nygaard are leading the County through a reform of their parking code regulations. The code update is reimagining the code regulations throughout the various County district that ranges from rural areas to planned transit communities.
- **Downtown Memphis Parking Study, City of Memphis (Memphis, TN) 2018–2019.** Project Manager. Comprehensive parking management plan to recommend strategies for on- and off-street parking resources to minimize congestion, maximize access, and improve overall mobility in the Downtown area and the Memphis Medical District.
- **Downtown Durham Parking Study, City of Durham (Durham, NC) 2016–2018.** Project Manager. Comprehensive parking management plan to implement strategies for on- and off-street parking resources to maximize access and improve overall mobility in the city leveraging the multimodal networks and in Downtown Durham.
- **Williams Drive Study, Capital Area MPO (Georgetown, TX) 2017.** Project Manager. This study was the first to consider both transportation and catalytic development sites along the corridor, prioritizing the safe and convenient travel of vehicles, transit riders, bicyclists, and pedestrians along with development visions. It proposes context sensitive multimodal operational improvements, streetscape changes, and mixed-use development concepts that will transform how people travel and live within and along the corridor.



## Jackson Archer

### Deputy Project Manager



I bring a comprehensive understanding of multimodal mobility that is useful in crafting solutions to problems without a clear answer, especially among varied stakeholders.

## Education

M.S.C.R.P., University of Texas, Austin, TX

B.A., Government, Special Honors, University of Texas, Austin, TX

## Experience

- **Denton Downtown Master Plan (Denton, TX) 2023-Ongoing.** The City of Denton's Master Plan Update is Denton's first major plan to address its downtown in over 20 years. Jackson's team is leading the mobility portion of this project, which aims to provide bicycle, pedestrian, transit, and other mobility solutions to this Texas downtown destination.
- **Bandera Road Corridor Plan (San Antonio, TX) 2021-Ongoing.** Jackson worked with the Nelson\Nygaard team to lead development of the work product in the firm's role as the transportation analysis lead for the City of San Antonio's Bandera Road Corridor Plan. The Corridor Plan will provide the city with a blueprint for integrating land use, economic development, and mobility improvements to transform the corridor from a "through" place to a "to" place. Bandera Road is also State Highway 16, and the study area overlaps with a TxDOT-led initiative to develop mobility improvements along the facility, necessitating strategic coordination between the teams to ensure that recommendations benefit all users of this critical regional artery.
- **Intermodal Transportation Hubs for Colleges and Universities (Denton, TX) 2022-2023.** With Nelson\Nygaard as the lead firm among a team of consultants, Jackson is helping the North Central Texas Council of Governments development a campus mobility hub strategy for 63 colleges and universities in the North Central Texas region. When completed, the project will help guide mobility hub implementation and design, better connect campuses to regional transportation resources, and provide a better sense of place for campus affiliates through placemaking opportunities.
- **Las Vegas Trail Neighborhood Transformation Plan (Fort Worth, TX) 2021-2022.** Las Vegas Trail is an historically underserved neighborhood located in west Fort Worth. In a team led by urban design firm Interface Studio, Nelson\Nygaard is helping provide better and more connected multimodal infrastructure and transit services in the neighborhood. Jackson leads all transportation components of the plan and works closely with Trinity Metro and Transportation and Public Works Department staff to achieve the vision of a transformed Las Vegas Trail.
- **Dougherty Arts Center Relocation Parking Analysis and TDM Strategies (Austin, TX) 2021-Ongoing.** Jackson is currently leading the Phase 2 analysis of the Dougherty Arts Center (DAC) relocation plan in south/central Austin. This plan primarily revolves around shared parking and coordination with local entities, but TDM recommendations are included throughout the overall project.
- **Downtown Fort Worth Strategic Action Plan 2033 (Fort Worth, TX) 2022-Ongoing.** As part of a team led by Interface Studio, Nelson\Nygaard is helping develop the transportation recommendations for Downtown Fort Worth Initiative's 10-year downtown strategic action plan. Jackson is leading the project, which involves heavy coordination between DFWI, Trinity Metro, NCTCOG, and the City of Fort Worth. The Strategic Action Plan (SAP) initiative supports an updated Action Plan every 10 years – Jackson and his team is building off of the 2023 SAP and an ever-changing local context to provide a multimodal and transit-friendly downtown experience for downtown Fort Worth.

## Tom Brown

### Principal-In-Charge



I have helped dozens of governments, campus planners, economic-development organizations, and private developers craft parking policies, programs, and practices that achieve defined goals.

## Education

M.S., Urban Planning, Hunter College, New York, NY  
B.A., History, Ohio State University

## Experience

- **Martinez Downtown Parking Study, City of Martinez (Martinez, CA) 2021 – ongoing.** Principal-in-Charge for this study of parking conditions, challenges, and opportunities in downtown Martinez. This study has focused on addressing perceptions of insufficient parking supply through peak-hour utilization surveys combined with significant stakeholder engagement. This included modifying our standard occupancy-survey approach to account for lingering COVID-19 impacts on downtown activity – using timestamped pre-COVID aerial imagery to provide peak-hour count data from 2019 that was then compared to Fall 2021 counts completed at comparable times. Solutions focused on leveraging opportunities to shift parking activity to utilize more of the available downtown inventory, and creating more Park Once options for visitors, while also outlining supply-expansion/replacement opportunities – including site selection, capacity estimates, cost projections, and funding/partnership options.
- **Parking + Study, Kalamazoo Downtown Partnership (Kalamazoo, MI) 2018–2019, and City of Kalamazoo, 2022–23.** Led a downtown plan to develop a management plan for on- and off-street parking, including demand-management strategies, capacity-optimization opportunities, management organization/structure best practices, technological solutions, and non-driving mobility-improvement opportunities. Currently updating the plan, following the impacts of the COVID-19 pandemic on downtown parking demand, and the City takeover of the downtown parking systems. Also, currently advising the City on plans for a new City parking garage that will be jointly developed with Kalamazoo County, to function as County parking while also serving the adjacent regional transit center (Amtrak and Metro Bus hub) and providing public parking.
- **Travel Demand Management (TDM) Study, City of Traverse (Traverse City, MI) 2022**  
Managed a study of mobility-improvement and demand-management opportunities to reduce parking needs for Traverse City's thriving downtown district. Final strategies were framed around a Seasonal TDM concept that takes advantage of downtown's summer-based supply constraints to emphasize TDM during peak- and shoulder-season months – when non-driving commute options are far more viable and appealing compared to December–February. This seasonal TDM approach takes advantage of this, using variable parking rates (highest when alternatives are most viable, lowest when driving seems like the only option to most) + alternative-commute incentives to target mode shifts when they are most needed. This avoids the common, northern-city barrier to TDM success – Winter when parking demand tends to spike precisely because the appeal of all other options falls off. Traverse City's TDM plan takes advantage of an inverse cycle of parking demand that will allow it to reduce its downtown parking needs, without requiring 12-month mode-shift commitments from its commuters.



## Sophia Constantine Project Planner



I develop solutions and strategies that balance long-standing land uses, like parking, with new and emerging mobility options to give city residents options beyond driving.

### Education

B.A., Urban Studies and Political Science, University of Pittsburgh, PA

### Experience

- **Toronto Parking Strategy (Toronto, ON) 2023 – Ongoing.** Project Planner. Nelson\Nygaard is supporting the City of Toronto in creation of the city's first parking strategy. Sophia is leading the equitable parking policy subtask. This includes research on other equitable parking strategies and review of Toronto's draft strategy through an equity lens.
- **Fairfax County Parking Code Update (Fairfax County, VA) 2021 – On going.** Project Planner. Following on from the County's Zoning Code modification, Nelson\Nygaard are leading the County through a reform of their parking code regulations. The code update is reimagining the code regulations throughout the various County districts that range from rural areas to planned transit communities.
- **Town of Vienna Zoning Code Update (Vienna, VA) 2021–2023.** Project Planner. Nelson\Nygaard led an update to the Town of Vienna's parking and subdivision code sections. The project produced three technical memorandums that analyzed existing Vienna zoning ordinance parking standards, peer parking regulatory reform, and assessed policy and program alternatives for reform of Vienna's existing code requirements.
- **Town of Vienna Parking Study (Vienna, VA) 2022–Ongoing.** Lead Project Planner. Nelson\Nygaard is leading a parking study for the Town of Vienna. This parking study builds on previous zoning work and recommends solutions and strategies for parking management in Vienna.
- **City of San Mateo TDM Ordinance (San Mateo, CA) 2023–Ongoing.** Lead Project Planner. Nelson\Nygaard is supporting the City of San Mateo in creating a new transportation demand management ordinance.
- **Lexington Hartwell-Bedford Corridor Plan TMOD District Update (Lexington, MA) 2021–2023.** Project Planner. Nelson\Nygaard led an update to the Lexington Hartwell-Bedford Corridor Plan TMOD District Update. The plan consisted of policy and plan analysis, consideration of proposed zoning and potential development, and plan updates.
- **County of San Mateo and City of Half Moon Bay Midcoast Transportation Demand Management Plan (San Mateo, CA) 2023–Ongoing.** Lead Project Planner. Nelson\Nygaard is developing a transportation demand management plan for the Midcoast region of San Mateo County. The plan focuses on farmworker and visitor travel – a unique approach to transportation demand management.
- **Affordable Dwelling Unit Ordinance (Prince William County, VA) 2023 – Ongoing.** Deputy Project Manager. Nelson\Nygaard is leading the creation of a new affordable dwelling unit ordinance for Prince William County.



## Anna Trevino Project Planner



I understand the need for balancing modal priorities on constrained city streets, and work to ensure that parking policy meets the needs of residents, business owners, and visitors to Denton's vibrant neighborhoods.

### Education

B.A., Government; B.A., French, University of Texas at Austin, Austin, TX  
M.U.P., Transportation, University of Washington, Seattle, WA

### Experience

- **Bellevue Curb Management Plan, City of Bellevue, (Bellevue, WA) 2022-2023.** The Bellevue Curb Management Plan provided a comprehensive roadmap for prioritizing and improving the allocation of curb space in the city's urban core. As a project planner, Anna analyzed data, conducted research, and developed an existing conditions report. She also developed policy recommendations on pricing, demand management, and right of way allocation for the final curb management plan report.
- **Parking Communications Consultation, Ulupono Initiative (Honolulu, HI) 2023-Ongoing.** The Ulupono Initiative, an impact investment firm, is dedicated to supporting sustainable transportation initiatives in Hawaii. The goal of the project is to develop a communications toolbox to help elected officials increase public understanding and support for best practice approaches to coordinating the management of curbside spaces and off-street parking facilities, including reductions to on-street parking. As a project planner, Anna researched national and international best practices and examples of communications campaigns related to parking, TDM, and curb management. Anna also conducted interviews with parking, curb management, and TDM staff at cities and MPOs across the country to gain insight on their communications efforts. The findings from the best practices research and interviews will inform a reference manual for city staff to use to effectively communicate with the public about parking.
- **Dublin Curbspace Plan, City of Dublin (Dublin, OH) 2022-Ongoing.** As a project planner, Anna researched best practices for curbside management, analyzed survey data, developed materials and facilitated stakeholder engagement meetings, developed recommendations for improved parking and curb management practices, and collaborated on the deployment and monitoring of parking-focused technology pilots.
- **Martinez Downtown Parking Study, City of Martinez (Martinez, CA) 2023-ongoing.** Project planner for this study of parking conditions, challenges, and opportunities in downtown Martinez. This study has focused on addressing perceptions of insufficient parking supply through peak-hour utilization surveys combined with significant stakeholder engagement. As a project planner, Anna attended stakeholder meetings to gather feedback on community parking needs, and drafted updated parking and curb policy recommendations.



## Sam Ergina Project Planner



I build connections through the creation of accessible graphics, maps, and interactive materials that center the needs of Denton's communities.

### Education

Master of Urban Planning (M.U.P.), University of Melbourne, Australia  
B.S., Linguistics & Economics, Tulane University

### Experience

- **Denver Moves Phase 2 Implementation Plan (Denver, CO) 2022.** Helped create maps and a summary of Phase 2 for RTD's Denver Moves strategy. Contributed towards writing the implementation plan.
- **Capital Metro Service Standards and Guidelines (Austin, TX) 2022-2023.** Contributed towards a database of best practices surrounding service standards and bus stop design guidelines by researching other plans and studies. Supported the development of an equity-focused framework to prioritize the distribution of amenities over the CapMetro transit system.
- **Capital Metro Equitable Transit Oriented Development (Austin, TX) 2022-2023.** Conducted data analysis on existing conditions surrounding future transit station areas. Produced maps and a dashboard providing information and insight into metrics and indicators related to equitable development.
- **Central Maui Transportation Study (Maui, HI) 2022-2023.** Worked with the project team to identify a new street typology that prioritizes public and active transportation and mapped the new typology to be used in the study.
- **Nashville Connect Downtown (Nashville, TN) 2022-2023.** Helped develop white papers for best practice of transportation solutions for Downtown Nashville, particularly on construction management strategies. Developed a project website using ArcGIS StoryMaps for public education and engagement.
- **DART Value of Transit (Dallas, TX) 2023.** Performed geospatial data analysis to determine access to transit for different groups and build spider maps representing origin-destination data for trips made throughout DART service area.
- **Pflugerville Existing Conditions Report (Pflugerville, TX) 2023.** Conducted research of surround policy and planning context for transportation in Pflugerville, distilling key takeaways and relevant strategy alignment with Pflugerville's upcoming Transit Development Plan.
- **Capital Metro Bus Stop Design Guidelines (Austin, TX) 2023.** Designed amenity enhancement process for transit stops that prioritizes equitable distribution of resources. Built database that scores and prioritizes bus stop amenity upgrades based on amenity enhancement process, needs, and costs to optimize Capital Metro processes.

**Anjum Bawa, AICP**  
**Fehr & Peers Principal-In-Charge**



I have completed several parking and circulation studies for large mixed-use districts and developments, and has contributed to many community-scale and institutional master plans efforts.

**Education**

B.S., Southeastern Missouri State University  
Registrations

American Institute of Certified Planners (AICP) 2007 (021624)

**Affiliations**

American Planning Association

**Expertise**

- Transportation Planning and Engineering
- Transportation Impact Analysis
- Transportation and Parking Demand Management Planning
- Parking Planning
- Parking Layout Design
- Site Circulation and Access
- Special Event Parking and Circulation

**Experience**

- Southwest LRT Corridor Station Area Urban Planning and Design, Portland, OR
- Emerging Trends Study, Oregon Metro, OR
- Emerging Technology Implementation Plan, Oregon Metro, OR
- TriMet Integrated Mobility Innovation, TriMet, OR
- Parking Guidance and Management Strategies for TriMet TOD Plan, OR
- Impact of Disruptive Transportation Trends and New Mobility Solutions on Parking Demand – White Paper for City of Hood River, OR
- Stevenson Downtown Plan, Stevenson, WA
- Utah Parking Modernization Guidebook, Wasatch Front Regional Council, UT (on-going)

## Spencer Reed, PE Technical Oversight



I bring technical experience in microsimulation modeling, traffic impact studies, travel demand modeling, conceptual design, and bicycle and pedestrian planning.

### Education

B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

### Registrations

Licensed Civil Engineer: California (83432), Texas (143590), Florida (93668)

### Affiliations

American Society of Civil Engineers (ASCE)  
Institute of Transportation Engineers (ITE)

### Expertise

- Traffic Operations Analysis
- Microsimulation Analysis
- LOS Transportation Analysis
- VMT Transportation Analysis
- Parking Demand Analysis
- Parking Management Strategies
- Parking Circulation and Design
- Transportation Planning
- Specific and Master Plan Analysis
- Campus Planning
- Conceptual Design

### Experience

- Anaheim Center City District Parking Study
- Downtown Garden Grove Strategic Management Plan
- Rancho Cucamonga Shared Parking Tool and Manual
- Downtown Santa Ana Parking Study
- Old Towne Orange Parking Study
- BARN Parking Study
- Orange County Fair Event Center Parking
- Rancho Mission Viejo Lagoon Parking Study
- Harbor Plaza Parking Assessment

## Natalie Daugherty, EIT Lead Engineer



I am proficient in Visum, Vistro, Syncho, AutoCAD, ParkCAD, AGi32, Illustrator, and Streetmix and can interface with communities in a way that makes sense to nonexperts.

### Education

B.S., Civil Engineering, Georgia Institute of Technology  
Registrations

Licensed EIT, Civil Engineering, California (172053)

### Affiliations

Vice Chair for Administration, Young Professionals in Transportation

### Expertise

- Bicycle and Pedestrian Planning
- Complete Streets
- Traffic Operations & Capacity Analysis
- Travel Demand Modeling & Forecasting
- Traffic Signal Design
- Signing/Striping Design
- Roadway Safety Lighting Design
- Site Access/Circulation

### Experience

- East Blithedale Avenue Pavement Rehabilitation Program (Mill Valley, CA)
- Downtown West Design (San José, CA)
- Sam Rafael Crossing Improvements (San Rafael, CA)
- Habitat Redwood Boulevard Project Transportation Impact Study (Novato, CA)
- Portola Valley Evaluation Study (Portola Valley, CA)
- Stonestown Galleria Mixed-Use Project (San Francisco, CA)
- Brisbane Baylands Environmental Impact Report (Brisbane, CA)
- Bayview Multimodal Community Corridor Active Transportation Plan Grant Application (San Francisco, CA)

# **APPENDIX B**

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## **Sample Invoice**



November 9, 2023  
 Project No: 9XXXXXX.XXX  
 Invoice #: XXXXXX

CLIENT NAME  
 1 City Hall Ave  
 City Hall, Room 7  
 Clty, State 99999

Project XXXXXX.XXX Short project name  
 Long Project Name

Contract ID: XXXXXX, PO XXXXXX

Email invoices to Jane.Doe@client.com

**Professional Services from September 30, 2023 to October 27, 2023**

Phase	00.11	General Engineering & Technical Support
Sub-phase	1.00	1.1 - General Project Management

**Labor**

	Hours	Rate	Amount	
Black, Theresa	13.00	86.54	1,125.02	
White, Tien-Tien	14.25	75.48	1,075.59	
Yellow, Jennifer	7.00	30.29	212.03	
Orange, Katherine	9.00	70.91	638.19	
Red, Ian	2.00	39.90	79.80	
Totals	45.25		3,130.63	
	<b>2.7531 times</b>	<b>3,130.63</b>	<b>8,618.94</b>	
	<b>1.1 times</b>	<b>8,618.94</b>	<b>9,480.83</b>	
<b>Subtotal Labor</b>				<b>9,480.83</b>
		<b>Subtotal this Sub-phase:</b>		<b>\$9,480.83</b>

**REMITTANCE ADVICE**

**BY REGULAR MAIL OR COURIER:**

Pay to: Nelson Nygaard Consulting Assoc., Inc.  
 PO BOX 71181  
 Chicago, IL 60694  
 Tel: 415-284-1544 Tax ID: 58-2592493

**ACH WIRE INSTRUCTIONS:**

Beneficiary Bank: BMO Harris Bank  
 Routing Number: 071000288 Account Number: 3543154  
 Beneficiary: Nelson Nygaard Consulting Assoc., Inc.  
 Beneficiary Info: Invoice & Project No. Advice e-mail: cash.receipts@perkinswill.com

Project

Invoice

&lt;Draft&gt;

Project	Invoice	<Draft>
timesheet comment White, Tien-Tien	10/2/2023	.25 75.48 18.87
timesheet comment White, Tien-Tien	10/3/2023	1.00 75.48 75.48
White, Tien-Tien	10/4/2023	1.00 75.48 75.48
timesheet comment White, Tien-Tien	10/5/2023	2.25 75.48 169.83
timesheet comment White, Tien-Tien	10/6/2023	.50 75.48 37.74
timesheet comment White, Tien-Tien	10/9/2023	1.25 75.48 94.35
timesheet comment White, Tien-Tien	10/10/2023	1.25 75.48 94.35
timesheet comment White, Tien-Tien	10/11/2023	1.00 75.48 75.48
timesheet comment White, Tien-Tien	10/12/2023	1.00 75.48 75.48
timesheet comment White, Tien-Tien	10/13/2023	1.00 75.48 75.48
timesheet comment White, Tien-Tien	10/14/2023	.50 75.48 37.74
timesheet comment White, Tien-Tien	10/16/2023	1.00 75.48 75.48
timesheet comment White, Tien-Tien	10/17/2023	1.75 75.48 132.09
timesheet comment White, Tien-Tien	10/18/2023	1.25 75.48 94.35
timesheet comment White, Tien-Tien	10/19/2023	2.00 75.48 150.96
timesheet comment Black, Theresa	10/24/2023	1.00 86.54 86.54
timesheet comment White, Tien-Tien	10/25/2023	.25 75.48 18.87
timesheet comment White, Tien-Tien	10/26/2023	1.25 75.48 94.35
timesheet comment White, Tien-Tien	10/27/2023	.50 75.48 37.74
Totals		21.50 1,633.88 1,633.88
		<b>2.7531 times 1,633.88 4,498.24</b>
		<b>1.1 times 4,498.24 4,948.06</b>

**Subtotal Labor****4,948.06****Subtotal this Sub-phase:****\$4,948.06****Total this Phase****\$15,259.52****Total this Project****\$15,259.52****REMITTANCE ADVICE****BY REGULAR MAIL OR COURIER:**

Pay to: Nelson Nygaard Consulting Assoc., Inc.  
 PO BOX 71181  
 Chicago, IL 60694  
 Tel: 415-284-1544 Tax ID: 58-2592493

**ACH WIRE INSTRUCTIONS:**

Beneficiary Bank: BMO Harris Bank  
 Routing Number: 071000288 Account Number: 3543154  
 Beneficiary: Nelson Nygaard Consulting Assoc., Inc.  
 Beneficiary Info: Invoice & Project No. Advice e-mail: cash.receipts@perkinswill.com

# **APPENDIX C**

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## **Conflict of Interest Questionnaire**

## CONFLICT OF INTEREST QUESTIONNAIRE

### CONFLICT OF INTEREST QUESTIONNAIRE -

### FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Nelson\Nygaard Consulting Associates, Inc.

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information in this section is being disclosed.**

None

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A  Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

N/A  Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

N/A  Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

**4**  **I have no Conflict of Interest to disclose.**

**5** *Jennifer Wieland*

**November 13, 2023**

Signature of vendor doing business with the governmental entity

Date



## Exhibit C

**INSURANCE REQUIREMENTS**

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and additional insured or waiver of subrogation endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

**STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department reasonably satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - General liability and auto liability shall name as Additional Insured the City

of Denton, its Officials, Agents, Employees and volunteers.

- That such general liability and auto liability insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Except with respect to Professional Liability, provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or nonrenewed before the expiration date, except 10 days written notice for non-payment of premium.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should the general liability insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability, subject to the

policy terms, conditions, and exclusions, with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and \$2,000,000 products/completed operations aggregate.

**B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident  
Bodily Injury by Disease: \$100,000.00 Each Employee  
Bodily Injury by Disease: \$500,000.00 Policy Limit

**NOTES:**

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

**C. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000.00 per accident.

**NOTE:**

- a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

**D. PROFESSIONAL LIABILITY INSURANCE**

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against

damages for which the CONTRACTOR becomes legally obligated to pay arising out of negligent acts, errors, or omissions in the performance of professional services with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability general liability and automobile liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

**Certificate Of Completion**

Envelope Id: D086AC7E83B84094A39D70DFE794224F	Status: Sent
Subject: Please DocuSign: City Council Contract 8360 Citywide Parking Study	
Source Envelope:	
Document Pages: 73	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

**Record Tracking**

Status: Original	Holder: Cori Power	Location: DocuSign
2/27/2024 7:27:20 PM	cori.power@cityofdenton.com	

**Signer Events**

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.104	Sent: 2/27/2024 7:30:02 PM Viewed: 2/27/2024 7:32:25 PM Signed: 2/27/2024 7:39:21 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/27/2024 7:39:24 PM Viewed: 2/28/2024 8:06:39 AM Signed: 2/28/2024 8:14:21 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/28/2024 8:14:24 AM Viewed: 2/29/2024 5:24:04 PM Signed: 2/29/2024 5:26:06 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Jonathan Watts jwatts@nelsonnygaard.com Director of Operations Connectics Transportation Group Inc Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 173.73.192.169	Sent: 2/29/2024 5:26:09 PM Viewed: 3/1/2024 9:04:40 AM Signed: 3/1/2024 1:06:29 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/1/2024 9:04:40 AM ID: 6909e8ed-384d-44dc-926d-79c52b342814		

Signer Events	Signature	Timestamp
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Cassandra Ogden  
 cassandra.ogden@cityofdenton.com  
 Assistant City Manager  
 City of Denton  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 E7FF20C194EA4F9...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

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 Signed: 3/1/2024 3:38:17 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Cori Power  
 cori.power@cityofdenton.com  
 Purchasing Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication (None)

**Completed**  
 Using IP Address: 198.49.140.104

Sent: 3/1/2024 3:38:23 PM  
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 Signed: 3/11/2024 2:18:58 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Cheyenne Defee  
 cheyenne.defee@cityofdenton.com  
 Procurement Administration Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication (None)

Sent: 3/11/2024 2:19:03 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sara Hensley  
 sara.hensley@cityofdenton.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jesus Salazar  
 jesus.salazar@cityofdenton.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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 ID: 30ffdfa7-246d-49ae-b1f7-6cee5953ec99

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
 cheyenne.defee@cityofdenton.com  
 Procurement Administration Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/27/2024 7:39:24 PM

Carbon Copy Events	Status	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 3/1/2024 3:38:21 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Secretary Office  
citysecretary@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Brett Bourgeois  
Brett.Bourgeois@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/7/2024 2:33:32 PM  
ID: 43ce50b7-95f7-463b-82c0-28858f31943c

Chandra Muruganandham  
Chandrakanth.Muruganandham@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 8/31/2021 10:08:53 AM  
ID: 538b5e90-3ed8-4249-8ea6-115b012b7aef

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/27/2024 7:30:02 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.