

ORDINANCE NO. 2012-215

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR PLANNING SERVICES BY AND BETWEEN THE CITY OF DENTON, TEXAS AND CLARION ASSOCIATES, LLC, DENVER, COLORADO; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (NOT-TO-EXCEED \$150,000 FOR AGREEMENT FOR PLANNING SERVICES).

WHEREAS, the City Council deems that it is in the public interest to engage the planning firm of Clarion Associates, LLC ("Clarion"), Denver, Colorado, as a Consultant to provide planning services for the evaluation of development review procedures and other development code revisions for the City of Denton, Texas that are related to the Denton Development Code; and

WHEREAS, this procurement of planning services is exempt from the requirements of the competitive bidding laws in accordance with Section 252.022(a)(4) of the Texas Local Government Code; and

WHEREAS, City staff has reported to the City Council that there is a substantial need for the above-referenced planning services, and that limited City staff cannot adequately perform the specialized services and tasks with its own personnel; and

WHEREAS, Chapter 2254 of the Texas Government Code, generally provides that a City may not select a provider of consulting services on the basis of competitive bids, but must select the provider on the basis of demonstrated competence, knowledge, and qualifications, and for a fair and reasonable price; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1: The preamble to this ordinance is incorporated herewith by reference as a part of this ordinance.

SECTION 2: The City Manager is hereby authorized by the City Council to execute a "Agreement for Planning Services" (the "Agreement") with Clarion Associates, LLC, Denver, Colorado, as a consultant for planning services related to the Denton Development Code, for a fee of not-to-exceed \$150,000; in substantially the form of the "Agreement" that is attached hereto as Exhibit "A" and incorporated herewith by reference.

SECTION 3: The award of this Agreement by the City is on the basis of the demonstrated competence, knowledge, and qualifications of Clarion and the demonstrated ability of Clarion to perform the services needed by the City for a fair and reasonable price.

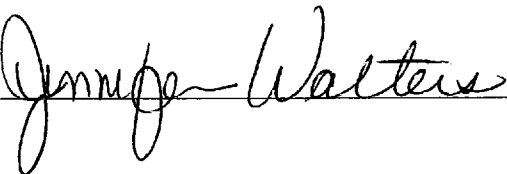
SECTION 4: The expenditure of funds as provided in the attached Agreement is hereby authorized.

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

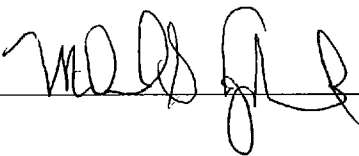
PASSED AND APPROVED this the 11th day of September, 2012.


MARK A. BURROUGHS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: 

STATE OF TEXAS

COUNTY OF DENTON

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**PLANNING SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DENTON, TEXAS AND CLARION ASSOCIATES, LLC**

THIS AGREEMENT is made and entered into as of the 11th day of September, 2012, by and between the City of Denton, Texas, a Texas Municipal Corporation, with its principal offices at 215 East McKinney Street, Denton, Texas 76201 (hereinafter "OWNER") and Clarion Associates, LLC, a Limited Liability Corporation, with its offices at 621 17th Street, Suite 2250, Denver, Colorado 80293 (hereinafter "CONSULTANT"); the parties acting herein, by and through their duly-authorized officers and representatives.

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

ARTICLE I

ENGAGEMENT OF PLANNING FIRM

This Agreement is for the purpose of retaining CONSULTANT to perform planning services as a consultant for the City of Denton, Texas. CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the Articles to follow, with diligence and in accordance with the standards customarily obtained for such services in the State of Texas. The services set forth herein are in connection with the following:

Planning services incident to the Evaluation of Development Review Procedures and Other Development Code Revisions regarding the Denton Development Code (hereafter the “Project”).

ARTICLE II
SCOPE OF SERVICES

The CONSULTANT shall perform the following services:

- A. To perform all those services and tasks as are set forth in CONSULTANT'S "Scope of Work – Evaluation of Development Review Procedures and Other Development Code revisions" issued by CONSULTANT August 3, 2012 and provided to Howard Martin, Assistant City Manager of the City of Denton, Texas, which proposal is attached hereto and incorporated herewith by reference as Exhibit "A."
- B. If there is any conflict between the terms of this Agreement and the Exhibits attached to this Agreement, the specific terms and conditions of the Scope of Work shall control over the general terms and conditions of this Agreement.

ARTICLE III PERIOD OF SERVICE

This Agreement shall become effective upon execution by the OWNER and the CONSULTANT and upon the issuance of a notice to proceed by the OWNER, and shall remain in force for the period that may reasonably be required for the completion of the Project, and any required extensions approved by the OWNER; or until the monetary consideration expressed herein is wholly exhausted, whichever event shall first occur. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expediently as possible and to meet the schedules established by the OWNER, acting through its Assistant City Manager of Utilities or his designee.

ARTICLE IV COMPENSATION

A. COMPENSATION TERMS:

“Direct Non-Labor Expense” is defined as that expense, based upon actual cost, for any expense reasonably incurred by the CONSULTANT in the performance of this Agreement and other incidental reasonable expenses incurred in connection with the Project. Provided however, any reasonable sub-consultant billings reasonably incurred by CONSULTANT in connection with the Project shall be invoiced to OWNER at those billings cost plus up to an additional ten (10%) percent.

B. BILLING AND PAYMENT:

For and in consideration of the professional services and related expenses to be performed by the CONSULTANT herein, the OWNER agrees to pay CONSULTANT based upon the rates set forth in Exhibit “B” which is attached hereto and incorporated by reference herewith; a total fee, not-to-exceed \$150,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its Assistant City Manager of Utilities (hereafter the “ACMU”) 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 ACMU, or which is not submitted to the OWNER 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 hereinabove.

C. 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 increased by the rate of one percent (1%) per month from the said thirtieth (30th) day, and in addition, the CONSULTANT may, after giving ten (10) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full for all amounts then due and owing, and not disputed by OWNER for services, expenses and charges. Provided, however, nothing herein shall require the OWNER to pay the late charge of one percent (1%) per month as set forth herein, if the OWNER reasonably determines within fifteen (15) days subsequent to the receipt of a billing invoice of CONSULTANT, with such notice provided to CONSULTANT within that time period, that the work is unsatisfactory, in accordance with Article IV of this Agreement.

ARTICLE V 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 of its subcontractors or subconsultants.

ARTICLE VI OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants, if any) 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 the Agreement in another project or for other purposes than specified herein any of the information or materials developed pursuant to this agreement, CONSULTANT is released from any and all liability relating to their use in that project. Nothing in this paragraph shall be construed to limit CONSULTANT'S ability to use documents prepared pursuant to this Agreement for marketing or promotional purposes.

ARTICLE VII 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 VIII INDEMNITY AGREEMENT

The CONSULTANT shall indemnify and save and hold harmless the OWNER and its officials, officers, agents, attorneys and employees from and against any and all liability, claims, demands, 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, resulting from the negligent acts or omissions of the CONSULTANT or its officers, shareholders, agents, attorneys and employees 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 party's 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 the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency, that has a rating with A. M. Best Rate Carriers of at least an "A-" or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident and with property damage limits for not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance (if applicable) in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Errors and Omissions Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies to the Purchasing Agent of OWNER to evidence such required coverage within fifteen (15) days of the date of approval of this Agreement. The insurance policies shall name the OWNER as an additional insured on all such policies to the extent legally possible (save and except the coverage described in Subparagraph C. and D. of this Article), and all of such policies shall contain a provision that such insurance shall not be cancelled or modified without thirty (30) days prior written notice to OWNER and CONSULTANT. In such event, the CONSULTANT shall, prior to the effective date of the change or cancellation of coverage, deliver copies of any such substitute policies furnishing at least the same policy limits and coverage to OWNER.

ARTICLE X
ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution such as mediation. No arbitration or alternate dispute resolution 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.

ARTICLE XI
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by providing thirty-(30) day's 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 effected 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 nonperformance or other reason(s), and not less than (30) 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 prior to notice of termination being received by CONSULTANT, in accordance with Article IV of this Agreement. Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information to the OWNER and the new consultant. 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 files. CONSULTANT agrees that it shall also fully comply with any and all written requests received from the OWNER, through its ACMU, to maintain confidentiality respecting certain designated records, documents, and other written materials related to the Project, which the OWNER reasonably determines is competitively sensitive, and would likely cause damage to the OWNER if disclosed to the public or to any other person, party, or entity.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval of the work by the OWNER shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its officers, employees, agents, subcontractors, and sub-consultants for the accuracy and competency of their work performed pursuant to this Agreement.

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 at the addresses shown below, by means of U. S. Mail, postage prepaid, certified mail, return receipt requested, unless otherwise specified herein.

To CONSULTANT:

Clarion Associates, LLC
621 17th Street, Suite 2250
Denver, Colorado 80293
Attn: Matt Goebel

To OWNER:

City of Denton, Texas
Attn: City Manager
Denton City Hall

215 East McKinney Street
Denton, Texas 76201
Telephone: (940) 349-8407

and

City of Denton, Texas
Attn: Assistant City Manager - Utilities
Howard Martin, ACM
215 East McKinney Street
Denton, Texas 76201
Telephone: (940) 349-8230

All notices under this Agreement shall be effective upon their actual receipt by the party to whom such notice is given.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement, consisting of ten (10) pages and two (2) exhibits, constitute the complete and final expression of the 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 understandings, and agreements which may have been made in connection with the subject matter of this Agreement.

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 the extent reasonably possible, to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the original

intentions of the parties respecting any such stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, local laws, rules, regulations, and ordinances applicable to the work performed by CONSULTANT hereunder, as they may now read or as they may hereafter 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, 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, nor 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 direct supervision. All personnel engaged in performing the work provided for in this Agreement, shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

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. CONSULTANT shall promptly notify OWNER, in writing, of any change of its name as well as of any material change in its corporate structure, its location, and/or its operations.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. 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, unless such waiver or modification is in writing, duly executed.

The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE XXI
MISCELLANEOUS

A. The following Exhibit is attached to and made a part of this Agreement:

Exhibit "A" --- CONSULTANT'S "Scope of Work" dated August 3, 2012

B. The City 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 City 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 City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Company 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 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.

C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

D. For the purpose of this Agreement, the key person who will serve as Project Manager respecting this engagement shall be Matt Goebel, Vice President of CONSULTANT. Mr. Goebel of CONSULTANT shall also be a point-of-contact for OWNER. However, nothing herein shall limit CONSULTANT from using other qualified and competent consultants and administrative support personnel of their firm to perform the services required herein.

E. CONSULTANT shall commence, carry on, and complete its work on the Project with all applicable dispatch, and in a sound, economical, efficient manner, and in accordance with the provisions hereof. In accomplishing the Project, 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.

F. 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 to, and make all provisions for the CONSULTANT to enter in or upon, public and private property as required for the CONSULTANT to perform consulting services under this Agreement.

- G. 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.

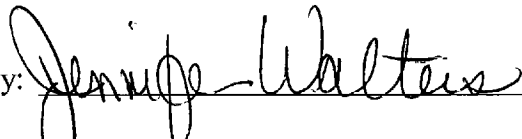
IN WITNESS WHEREOF, the City of Denton, Texas has executed this Agreement in four (4) original counterparts, by and through its duly-authorized officials; and CONSULTANT has executed this Agreement by and through its duly-authorized undersigned officer, on this the 11th day of September, 2012.

“OWNER”


CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: 
GEORGE C. CAMPBELL, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

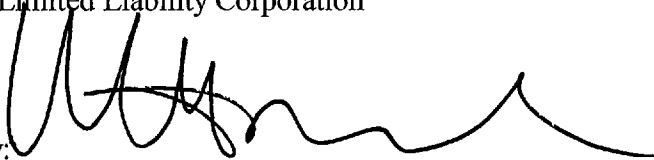
By: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: 

“CONSULTANT”

CLARION ASSOCIATES, LLC
A Limited Liability Corporation

By: 
MATT GOEBEL
VICE PRESIDENT

ATTEST:

By: _____

Project Overview

Scope of Work

Our proposed scope of work consists of the following tasks:

- Phase 1: Project Initiation, Background Review, and Interviews
- Phase 2: Development Code Update
 - Task 2.1: Evaluation of the Development Review Process
 - Task 2.2: Review of Draft Regulations to Implement the Downtown Implementation Plan (DTIP), and Preparation of Additional Infill and Redevelopment Standards ,
 - Task 2.3: Cleanup, Reorganization, and Reformatting of the Development Code
- Phase 3: Training and Education

Phase 1 is designed to serve as a kick-off for the entire project and allow us to collect background information for all of the following tasks. (In other words, we would schedule one set of interviews and ask questions about multiple topics – process, infill, etc.) Phase 2 includes three code update tasks that are designed to be accomplished independently. Phase 3 would be undertaken at the end of the project and would provide an educational overview of the entire code and development review process, including the updates completed in Phase 2.

Because the draft scope includes a variety of relatively discrete tasks, there are various ways in which the work plan and schedule may be organized. The city may choose to undertake some or all of these tasks and may re-arrange the order of completion as desired. In particular, though the Phase 2 tasks are written in this draft to be completed independently and sequentially, we could achieve some economies of scale (both budget and schedule) if multiple tasks are undertaken simultaneously. For example, if we undertake Task 2.1 (process review) and Task 2.2 (DTIP standards) simultaneously, we may be able to prepare one policy memo that addresses both sets of issues (versus two), and one set of draft code revisions (versus two).

Another option would be to move Task 2.3 (code cleanup and reorganization) to the first step in the project, to provide a better initial foundation that would give code users a better understanding of the current regulations (minus the redundancies and inconsistencies we understand exist) before making additional substantive edits to address procedures, infill standards, and other topics.

We are flexible on all aspects of this work plan and look forward to talking with city staff further to fine-tune this draft and develop a scope that meets the city's needs.

Zoning Advisory Committee

For discussion purposes, this scope includes the creation of a Zoning Advisory Committee for this project. The appointment of an advisory committee by the city, made up of representatives from a variety of interest groups, including the Planning and Zoning Commission and development and neighborhood interest groups, can be an efficient way to ensure a diversity of input while minimizing project costs. The advisory committee,

which typically contains approximately 10 to 12 members, can serve as an initial sounding board, providing input throughout the project. In most of our code projects, the consultant team meets with the ZAC during each of the incremental tasks of the update project (i.e., upon the completion of various milestone products). If possible, we try to schedule these meetings early on the same day that we are scheduled to present a draft to city officials so that we can incorporate the ZAC feedback into the public presentation.

Working with a ZAC is our preferred public participation approach for most full code rewrite projects. However, we recognize that the Denton project will not be a full-scale rewrite. It may be necessary to work with different groups of stakeholders on different issues; for example, one set of stakeholders may be necessary to review procedural improvements, versus another to review draft infill standards.

We look forward to working with staff to determine if an advisory committee makes sense for this project, and if so whether one group or multiple groups would be appropriate.

Project Status Updates

To ensure open lines of communication regarding this project, as we work with staff to create the project calendar, we will schedule a series of regular meetings with the Planning and Zoning Commission and City Council to provide project status updates. We will schedule these updates to coincide with other scheduled trips to the extent possible, and also will add in supplemental budget for additional meetings as necessary. Most of the project status updates will be provided as part of reviewing the project reports or draft regulatory language identified in this scope. During phases of the project where we are drafting project materials or staff is reviewing those materials, we will provide the Planning and Zoning Commission and City Council with a brief summary of the documents that are being prepared or reviewed and an anticipated timeframe for completion.

Comprehensive Plan Coordination

We understand that the City is in the process of updating the comprehensive plan in conjunction with Wallace Roberts & Todd (WRT). We will work with both staff and WRT to ensure that the code revisions are coordinated with the comprehensive plan work.

Phase 1. Project Initiation, Background Review, and Interviews

1.1. Initial Document Review

As a first step in preparing for the drafting and code reorganization tasks that follow, Clarion Associates will review in greater detail the following documents:

- City of Denton Development Code;
- Draft updates to the development code;
- The Denton Plan 1999-2020;
- Denton Downtown Implementation Plan;
- Zoning map(s);
- City of Denton Transportation Design Criteria Manual;
- Organization Review of the Planning & Development Department;
- Administrative rules;
- Examples of approved development permits, specific permit use approvals, and variances;
- Application Criteria Manual;
- DRC Review Timeline; and
- Other relevant plans, ordinances, and policies as identified by the city.

Many of these materials have already been forwarded to us and we will work with staff to collect the remaining documents. As background, we will analyze and compare the plan policies with the current zoning and subdivision language, map, and regulatory structure to identify key issues and opportunities in the ordinance update project. This review will draw on Clarion's Texas and national experience, as well as staff input, on ways in which other jurisdictions address and solve issues that need to be addressed in the Denton development code update project. This background review will form the basis for the initial meetings described below.

1.2. Initial Project Meetings

Clarion will meet with city planning staff and other city officials to discuss overall project goals and to finalize the project work plan. We will discuss communication protocols, the format of project deliverables, and confirm the project schedule. Get-acquainted meetings will be held with the elected and appointed officials (as well as the project advisory committee, if one is appointed). We will also tour the city with the planning staff to see first-hand how key substantive issues are playing out in practice.

1.3. Interviews with Staff and Others / Staff Survey

Following the initial project meetings and on the same trip, Clarion will oversee an intensive initial discussion of the code update issues addressed by this project with city staff, the City Council, Planning and Zoning Commission, and other officials. With staff's guidance, the consultant team also will interview key players in the development process (e.g., developers, business owners, neighborhood group representatives, development professionals such as engineers and planners) in small groups or one-on-one to get their views on the same topics. These discussions and review will give us a clear understanding of how the existing code works (and doesn't work) in practice, and help to

identify key issues and practical problems that need to be addressed in the specific code update tasks. The interviews will focus in particular on the development review process, opportunities to streamline or simplify the process, opportunities to improve the clarity and/or the consistent administration of the code, and possible new standards for infill and redevelopment.

We will also develop a short, web-based questionnaire to collect feedback from key staff in other departments and other public stakeholders to assist in producing a methodical analysis and record of strengths and weaknesses of the existing code on the topics addressed in this project.

PHASE 1: PROJECT INITIATION AND ANALYSIS RESPONSIBILITIES AND DELIVERABLES	
Clarion	City Staff
Review code, plan, and policy documents as provided by city	Send copies of relevant documents not available on internet to Clarion (including editable digital version of Development Code)
Draft questionnaire	Circulate link to questionnaire to city departments and others
Prepare for and conduct project meetings and interviews with staff, other departments, stakeholders, ZAC, planning and zoning commission, and City Council	Organize and attend project initiation meetings and interviews
Participate in reconnaissance tour with staff	Organize and accompany Clarion team on reconnaissance tour of city
Trips	
One 3-day trip to Denton to meet with staff, conduct interviews, participate in reconnaissance tour, and facilitate kick-off meetings (Goebel, Garvin)	
Timeframe	
Complete within six weeks of notice to proceed	

Phase 2. Development Code Update

2.1. Evaluation of Development Review Procedures

The purpose of Task 2.1 will be to conduct an outside review of the City of Denton development review procedures, focusing in particular on opportunities to streamline the Development Code to maximize efficient use of staff resources and to ensure that development applications compliant with city standards are reviewed and approved as quickly and efficiently as possible. The task will begin with preparation of an assessment report, followed by the drafting of specific code amendments.

2.1.a. Assessment Report - Staff Draft

Based on information gathered during Phase 1, our team will prepare a targeted analysis of the development review procedures in the Development Code and the city's actual review process. The scope of our review and assessment will include all city departments as they function specifically in the administration and enforcement of the Development Code. This analysis will focus on the strengths and weaknesses of the current code, including:

- Opportunities to streamline the review process;
- Areas of consistency and inconsistency between existing city policies and programs and current regulations and practices; and
- Ways to make the review procedures clearer, more understandable, and more user-friendly.

For each of the existing procedures (rezoning, special exception, ADP, local permit, etc.), we will work with staff to determine if the procedure:

- Meets relevant city goals, objectives, and policies?
- Works (for all of the parties involved), needs to be revised, needs to be replaced, or needs to be eliminated?
- Is efficient, or could be streamlined or combined with another procedure?
- Is balanced between the obligations placed on the applicant and the responsibilities placed on the staff? and
- Meets the requirements of Texas law.

The Assessment Report will present options and, in some cases, alternative techniques for addressing these issues taken from our work in other jurisdictions (in Texas and elsewhere) and additional best practices research.

Along with policy recommendations, Clarion will draft an annotated outline of recommended revisions to the Development Code. The purpose of the outline will be to allow staff, ZAC, Planning and Zoning Commission, elected officials, and the public an opportunity to review the overall structure of the proposed revisions before the actual drafting begins. The outline will set out the proposed structure of the code amendments, providing commentary explaining the purpose and scope of each new or amended provision.

We believe this Assessment Report step is critical because it helps establish a structure for the proposed regulatory amendments that meets city objectives, clarifies how old and new sections will work as a whole, and provides an early opportunity to make corrections or suggest other approaches before significant time and resources are spent on actual drafting of the targeted code amendments.

The first draft of the Assessment Report (approx. 15-20 pages) will be for internal staff review only. That review allows staff time to provide the consultant team with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review.

2.1.b. Assessment Report - Public Draft

We will schedule a conference call with staff to discuss the document and receive feedback. Then, after we receive one round of consolidated written comments from city staff and revise the staff draft, a public draft will be released. We will convene meetings with the project advisory committee (if one is appointed), Planning and Zoning Commission, and City Council to discuss the report and receive comments. The general objective of these meetings will be to gain consensus on the general scope and parameters of the issues to be addressed in the procedural code amendments. In our experience, obtaining early consensus on issues contained in the Assessment Report is a crucial step toward ensuring that the remainder of the process proceeds smoothly and effectively.

2.1.c. Proposed Code Amendments - Staff Review Draft

Based on the feedback received on the Assessment Report, Clarion will prepare draft amendments to the Development Code to implement the changes discussed, streamlining and simplifying procedures as appropriate to ensure that they work as effectively as possible for both the city and development applicants.

We will review and revise (as necessary) all of the procedures in Subchapter 3 (Procedures), including plan amendment, zoning amendment, and the various permit and relief procedures. We will also locate and update procedures from other sections of the code, including specific use permits in Subchapter 6 (Specific Uses), site review in Subchapter 13 (Site Design Standards), and subdivision review in Subchapter 16 (Subdivisions). All of the procedures will be consolidated into a single section and forwarded to the city for staff review. If we recommend changing aspects of a procedure to conform to Texas law, we will note these changes for the legal department.

2.1.d. Proposed Code Amendments- Public Review Draft

Following receipt of a single set of written comments from staff, we will schedule a conference call to review the draft. Clarion Associates will then prepare a revised draft of the consolidated procedural regulations that incorporates changes, comments, and edits received on the staff review draft. We will then meet with and present the draft procedural regulations to the Planning and Zoning Commission, and City Council (as well as the advisory committee if one is appointed) for consideration and comment.

TASK 2.1: EVALUATION OF REVIEW PROCEDURES RESPONSIBILITIES AND DELIVERABLES	
Clarion Team	Denton Staff
Prepare staff draft of Assessment Report	Review and provide comments on draft Assessment Report; conference with Clarion to decide on revisions
Prepare public review draft of Assessment Report and present in Denton	Attend presentation meetings
Prepare staff draft of procedural code amendments	Review and provide comments on draft procedural code amendments, conference with Clarion to decide on revisions
Prepare public review draft of procedural code amendments	Distribute revised draft to ZAC, PZC, and City Council
Present procedural code amendments in Denton	Attend presentation meetings
Trips	
One 2-day trip to present the Assessment Report (Goebel, Garvin)	
One 2-day trip to present the draft code amendments (Goebel, Garvin)	
Estimated Timeframe	
Four months	

2.2. Review Draft Regulations to Implement the DTIP and Prepare New Infill Standards (DTIP Amendments)

City staff has been in the process of drafting and revising zoning regulations to implement the Downtown Implementation Plan. This includes changes to the parking and sign standards, along with the preparation of form-based district regulations that will be applicable in the downtown. In this task, Clarion will review and suggest additional amendments as necessary to the draft parking, sign, and form-based provisions to ensure that they support the DTIP and collectively address the policies set forth in the downtown plan. In addition to these changes, we often find that it is important to incorporate new standards that address infill and redevelopment when a community makes code changes that are designed to create a more compact and connected development pattern. This is because when development moves to a more urban scale that is pedestrian-oriented, existing standards that separate buildings and uses frequently create a barrier to project development. In conjunction with the changes proposed by staff to the parking, sign, and zone districts, Clarion will draft standards and policies that recognize the need to allow flexibility for infill development and redevelopment in both the DTIP area and surrounding neighborhoods in terms of both design and development standards and review procedures. These standards may address topics such as:

- Screening and buffering;
- Flexible dimensional standards for lots and setbacks;
- Contextual site design requirements;
- Building height transitions;
- Tree preservation;
- Historic districts; and

- Reduced parking requirements.

When all of the standards have been reviewed and/or drafted, we will identify necessary change or cross-references that we recommend be made in other sections of the Development Code to fully incorporate the new and revised regulations and assess how the proposed DTIP Amendments will work with any code amendments proposed elsewhere in this workplan.

2.2.a. Assessment Report

As with other elements of this scope of work, the development of DTIP Amendments will begin, following the Phase 1 interviews, with development of a brief Assessment Report (approx. five to seven pages) to identify proposed policy changes and to suggest alternative approaches for amending the code. We will schedule a call with staff to present the report to officials and to staff to receive feedback and to receive direction on the proposed amendments. (We do not believe separate staff and public versions are necessary for this report, but would be happy to fold those into the scope upon request.)

2.2.b. Proposed Code Amendments - Staff Review Draft

Based on the feedback received on the Assessment Report, Clarion will prepare draft DTIP Amendments (in the form of amendments to the Development Code) to implement the changes discussed in the report. The first set of code amendments will be prepared for staff review. All amendments will be prepared in “track-changes” format to allow a clear comparison between current regulations and proposed changes.

2.2.c. Proposed Code Amendments- Public Review Draft

Following receipt of a single set of written comments from staff, we will schedule a conference call to review the draft. Clarion Associates will then prepare an additional draft of the code amendments incorporates changes, comments, and edits received on the first draft. We will then meet with and present the draft procedural regulations to the Planning and Zoning Commission, and City Council (as well as the advisory committee if one is appointed) for consideration and comment.

TASK 2.2: DTIP AMENDMENTS RESPONSIBILITIES AND DELIVERABLES	
Clarion	Denton Staff
Prepare Assessment Report	Review and comment on Assessment Report
Facilitate conference call with staff and officials to discuss Report and determine direction for DTIP Amendments	Schedule and participate in conference call to discuss Assessment Report and determine direction for DTIP Amendments
Prepare draft DTIP Amendments	Review and comment on staff draft of DTIP Amendments
Prepare public review draft of DTIP Amendments	Distribute revised draft to ZAC, PZC, and City Council
Present standards in Denton	Attend presentation meetings
Trips	

TASK 2.2: DTIP AMENDMENTS RESPONSIBILITIES AND DELIVERABLES
One 2-day trip to present DTIP Amendments in Denton (Goebel, Garvin)
Timeframe
Three months

2.3. Cleanup, Reorganization, and Reformatting of the Development Code

In Task 2.3, Clarion will work with staff to improve the user-friendliness of the Development Code and ensure consistent code administration and enforcement. This will involve not only non-substantive improvements to the code's organization and format, but also a substantive review of potential overlap and/or inconsistencies between the Development Code and other city regulations.

We understand that a variety of technical issues exist regarding the code's adoption in 2002 and its relationship to the prior regulations. While the consolidated Development Code carried forward similar or slightly modified versions of many existing code provisions (especially from Articles 34 and 35), the prior versions of those provisions were not repealed when the DDC was adopted, and in many cases still remain on the books as valid city law. In some cases, we understand that the old and new versions of similar provisions are inconsistent. There is general language that the stricter of the two provisions controls in cases of conflict, but this approach is insufficient and city staff must regularly determine which regulations apply to particular circumstances on a case-by-case basis. We heard detailed examples of these types of inconsistencies, in areas such as the floodplain regulations, downtown use standards, and security assurances for the construction of public improvements, among others. The situation leads generally to the possibility of inconsistent interpretations and contributes to a perception of uncertainty and unpredictability behind the Denton development review process.

We also heard other examples of issues to address and reconcile, such as:

- Internal inconsistencies within the DDC and elsewhere in the city code (e.g., vested rights provisions); and
- Nonconforming use, special exception, and local permit provisions adopted at the time of the DDC adoption that have proven unworkable in some circumstances.

The city's code publisher, Municode, has prepared memoranda that identify dozens of instances where substantive code cleanup is necessary in order to address these types of concerns. Staff has indicated that they believe there are numerous problems beyond those identified in the Municode memos.

The code update project must determine a strategy to reconcile the DDC with related provisions in Articles 34 and 35 and various other scattered provisions elsewhere in the city code. The city's regulations for a certain topic must be clearly stated in one location, not in multiple locations. The work program will require working with city legal staff

and going through the Denton Development Code section by section, in detail, to identify areas of concern and potential inconsistencies with other parts of the city code.

Beyond addressing these substantive cleanup issues, there are other opportunities to improve the user-friendliness of the development code. Potential solutions to these issues may include:

- Consolidating into individual sections all procedures, zoning district/use provisions, and substantive regulations.
- Reviewing past code interpretations for relevancy and possible inclusion in the code;
- Increasing the number of summary tables, flow charts, and illustrations to make the code more user-friendly;
- Improving quick-reference tools such as the index and definitions; and
- Preparing an external Administrative Manual for routine requirements, lists, and fees.

In many of our code update projects, this code cleanup and reorganization task is straightforward and relatively noncontroversial, and so public involvement and stakeholder review is relatively minimal. However, in this case, we believe that the reconciliation of the potentially conflicting versions of old and new regulations may be complex and will in many cases require discussion to articulate current city policy. Thus, we recommend going through an assessment report process first, before actually implementing the changes through code amendments.

2.3.a. Assessment Report - Staff Draft

Similar to the Assessment Report discussed for Task 2.1 (the evaluation of the development review procedures), we recommend that this code cleanup task begin with the drafting of a detailed assessment report that goes through the Denton Development Code section by section and identifies in detail Clarion's recommendations for reconciling the types of issues identified above.

This assessment report also should involve working with staff to identify an improved organizational structure for the revised code. The purposes of the organizational structure are to: 1) eliminate repetition (as much as possible), 2) group similar provisions, and 3) make content easy for the public and other users to locate. We anticipate that the new structure will include at least the following sections:

- **1. General Provisions** - Scope/applicability, authority, severability, relationship to other ordinances;
- **2. Zone Districts** - listing of all zone districts, allowable uses, and special district regulations
- **3. Use Regulations** – table of permitted uses, standards for special permit uses, accessory uses, temporary uses;
- **4. Dimensional Standards and Measurements** - height, setback, and other similar standards; rules of measurement;

- **5. Development Standards** - all substantive standards such as landscaping, parking, environmentally sensitive areas, site design, signs, gas well drilling and production;
- **6. Subdivision Standards** - standards and requirements relating to subdivisions, not including procedures
- **7. Review Authorities** – summary of who makes decisions, scope of powers of individual decision-making bodies (e.g., planning and zoning commission, board of adjustment);
- **8. Review Procedures** - procedures for each type of review or permit, such as rezonings, subdivisions, special exceptions, and variances, with summary table and flow charts;
- **9. Nonconformities** - provisions relating to nonconforming uses, structures, and lots;
- **10. Enforcement and Penalties**
- **11. Definitions and Rules of Construction**

Similar to Task 2.2, we will first prepare a staff review draft of the report. Following staff review and submission to Clarion of a single set of comments and edits, we will schedule a conference call to review the proposed changes.

2.3.a. Assessment Report - Public Draft

Clarion Associates will then prepare a revised draft of the Assessment Report code that incorporates changes, comments, and edits received on the first draft. We will meet with the city and present the draft report to officials and other stakeholders identified by staff for consideration and comment.

2.3.a. Proposed Code Amendments - Staff Review Draft

Based on the feedback received on the Assessment Report, Clarion will prepare draft amendments to the Development Code to implement the changes discussed in the report. The first set of code amendments will be prepared for staff review. All amendments will be prepared in “track-changes” format to allow a clear comparison between current regulations and proposed changes.

2.3.b. Proposed Code Amendments- Public Review Draft

Following receipt of a single set of written comments from staff, we will schedule a conference call to review the draft. Clarion Associates will then prepare an additional draft of the code amendments that incorporates changes, comments, and edits received on the first draft. We will then meet with and present the draft procedural regulations to the Planning and Zoning Commission, and City Council (as well as the advisory committee if one is appointed) for consideration and comment.

TASK 2.3: CLEANUP, REORGANIZATION, AND REFORMATTING OF THE DEVELOPMENT CODE RESPONSIBILITIES AND DELIVERABLES	
Clarion	Denton Staff
Prepare staff draft of Assessment Report	Review and provide comments on draft Assessment Report; conference with Clarion

TASK 2.3: CLEANUP, REORGANIZATION, AND REFORMATTING OF THE DEVELOPMENT CODE RESPONSIBILITIES AND DELIVERABLES	
	to decide on revisions
Prepare public review draft of Assessment Report and present in Denton	Attend presentation meetings
Prepare draft cleanup amendments to development code	Review and comment on staff draft of cleanup amendments
Prepare public review draft of cleanup amendments	Distribute revised draft to ZAC, PZC, and City Council
Present reorganized development code in Denton	Attend presentation meetings
Trips	
One 2-day trip to present the Assessment Report (Goebel, Garvin)	
One 2-day trip to present the draft code amendments (Goebel, Garvin)	
Timeframe	
Six months	

Phase 3. Education and Training Sessions

Following up on the completion of the code update tasks, Clarion will prepare a set of materials to educate community leaders and the public about the general Denton development review process, and how the city processes and approves applications for development. The most appropriate format for the materials will require discussion with staff, but we anticipate creation of one or more PowerPoint presentations and also a brief (approximately 10 to 15 pages) “user’s guide to the code.

After development of the training materials, Clarion will facilitate conduct a half-day training session with staff and elected and appointed officials to present the training materials. The intent will be to familiarize attendees with the major changes in procedures and substantive standards embodied in the code. At the end of the session, participants should understand:

- The organization of the development code and the contents of each chapter;
- What the changes are from the “old” code and why they were changed;
- How to relate the new code to The Denton Plan and the Downtown Implementation Plan; and
- Major changes to the administrative and procedural section of the code along with the timeline for administrative processes.

Following the training session, Clarion will be available for additional training sessions on a time-and-expenses basis, and the staff also will be able to present the materials directly without Clarion.

PHASE 3: DEVELOPMENT CODE TRAINING RESPONSIBILITIES AND DELIVERABLES	
Clarion	Denton Staff
Prepare and revise presentation materials	Review and comment on draft presentation
Present development code training session	Invite attendees and attend training session
Trips	
One 2-day trip to refine presentation and conduct training session (Goebel, Garvin)	
Timeframe	
Two months	

[illegible]

EXHIBIT B

*Clarion Associates LLC
621 17th Street, Suite 2250
Denver, Colorado 80293
303.830.2890
303.860.1809 fax*

*Planning and Zoning
Growth Management
Market Analysis
Real Estate Consulting
Sustainability*

C L A R I O N

MEMORANDUM

TO: Howard Martin, City of Denton
FROM: Matt Goebel, Clarion Associates
DATE: August 3, 2012
RE: Evaluation of Development Review Procedures & Other Development Code Revisions - Preliminary Cost Estimates

Per your request, this memorandum outlines proposed budget estimates (ranges) for Clarion Associates to undertake the evaluation of Denton development code procedures and other development code revisions as identified in the draft scope of work we submitted to you on June 22. We would be pleased to provide further detail and more specific cost estimates following additional conversations with city officials and staff. Budget estimates include all professional fees, travel, and other reimbursable expenses. All estimates are flexible and open to discussion and negotiation.

For all tasks, key variables in the drafting process that will affect the budget include:

- The extent to which adopted plans or policy statements provide clear, specific direction as to the content of the new or revised regulations (versus having to develop or refine policy direction during the regulatory drafting process);
- The number of drafts of the new regulations;
- The required amount of graphics and illustrations; and
- The number of in-person public meetings attended by Clarion staff.

All estimates below take into account the detailed level of staff understanding of the issues driving the revisions, as well as their availability to provide feedback and guidance regarding specific edits. Additionally, the work completed for the Denton Downtown Implementation Plan and Downtown Zoning District provides a stylistic and organizational framework that will be helpful in guiding the project layout.

As we identified in the Project Overview – Scope of Work in the project scope (pg. 1), there would be efficiencies of scale in preparing multiple code amendments together, versus independently. The more amendments, the greater the efficiencies that might be achieved. We address this more specifically below.

COST ESTIMATES IF REVISIONS ARE PREPARED IN STAGES

- **Project Initiation, Background Review, and Interviews**
 - Budget estimate: \$25,000 - \$30,000.
 - Comments: This phase serves as the basis of information collection for all of the other tasks in the project. Because the proposed edits are drawn from discrete sections of the current regulations, we will use this phase of the project to sketch a big picture understanding of the code - both how it currently works and how it should work - that will give us better perspective on the role of the specific updates and edits.
- **Evaluation of Development Review Procedures**
 - Budget estimate: \$ 35,000 - \$40,000
 - Comments: Revising development review procedures requires balancing the knowledge of what a community can fully require in terms of process against (1) what is helpful to require, and (2) what is beneficial to the development community. Our time in this task will be spent working with staff to best understand the procedural “culture” of Denton and then pulling from our experience in other communities to suggest best practices or streamlining approaches to improve the procedures that are currently in place.
- **DTIP Amendments**
 - Budget estimate: \$22,000 – \$26,000
 - Comments: We will review and comment on the draft regulations already prepared by the city, as well as prepare additional infill and redevelopment regulations to ensure a holistic approach to implementing the DTIP. Based on our understanding of Denton, we will also identify how the draft regulations will work within the current regulatory framework and identify any issues related to integrating the DTIP Amendments into the overall regulatory process.
- **Cleanup, Reorganization, and Reformatting of the Development Code**
 - Budget estimate: \$35,000 - \$40,000
 - Comments: The goal of a development code reorganization is to make the code easier to use. This means evaluating all aspects of the code to see how they can be improved in terms of organization, location, layout, and structure. It also means identifying conflicts, overlaps, and inconsistencies, and in the case of Denton’s code, cleaning-up a significant list of consolidation issues and edits. Because the revised code may look and “feel” different than the current code, we have included an assessment report at the start of the task to provide a series of detailed change recommendations, and have anticipated incorporating public review opportunities to keep the community involved in the process.
- **Education and Training Sessions**
 - Budget estimate: \$5,000
 - Comments: This budget anticipates the preparation and presentation of a half-day training session as well as the creation of a brief user’s guide to the code.

COST ESTIMATE IF THE REVISIONS ARE UNDERTAKEN SIMULTANEOUSLY

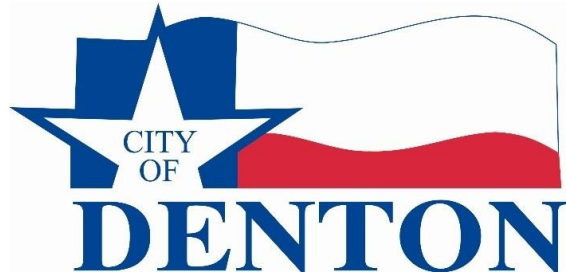
- Budget estimate: \$122,000 – \$141,000
- Comments: As drafted in the scope and briefly described in this memo, we anticipate that the project budget will fall in the range identified here. Grouping the project tasks as identified on page 1 of the scope will bring the project closer to the lower end of the budget range by:
 - Allowing the preparation of a single assessment report instead of the three assessment reports currently anticipated;
 - Consolidating the multiple review and revision stages identified in each of the drafting tasks; and
 - Potentially resolving integration and cross-referencing issues if the code reorganization is moved to an earlier stage in the project.

ADDITIONAL MEETINGS

If additional meetings are requested by the city beyond those meetings identified in the scope of work, Clarion personnel will be available at our normal hourly rates plus appropriate expenses.

Hourly rates:

Matt Goebel	\$180.00
Elizabeth Garvin	\$150.00



DocuSign City Council Transmittal Coversheet

File	5053- Clarion Associates
File Name	City of Denton Land Development Code Update
Purchasing Contact	Jody word
City Council Target Date	12/13/16
Granicus #	
Ordinance #	

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**FIRST AMENDMENT TO CONTRACT
 BY AND BETWEEN THE CITY OF DENTON, TEXAS
 AND CLARION ASSOCIATES, LLC
 [FILE NO. 5053]**

THIS FIRST AMENDMENT TO CONTRACT (hereafter the “First Amendment”) to that certain Contract by and between the City of Denton, Texas and CLARION ASSOCIATES, LLC (hereafter the “Agreement”) in the original not-to-exceed amount of \$150,000, which was heretofore executed on September 11, 2012, and was approved within the delegated authority of the City of Denton Purchasing Agent; and said Agreement was heretofore entered into by and between the City of Denton, Texas, a Texas Municipal Corporation with its offices at 215 East McKinney Street, Denton, Texas 76201 (hereafter the “CITY”); and the firm of Clarion Associates, LLC (hereafter “CONTRACTOR”) with its offices at 621 17th Street, Suite 2250, Denver, CO 80293; and

The original Agreement provided for CONTRACTOR’s services related to the Denton Development Code Re-Write as is contained in Exhibit (A) of the original Agreement. The further services to be performed by CONTRACTOR are contained in Exhibit (D) of this First Amended Agreement. CONTRACTOR has completed some of the tasks of the previous contract. Phase 3, and Task 2.3 from the previous contract are still outstanding. The non-completion of the work was by request of the City of Denton. As a result of the non-completion, the City has reduced and amended the previous contract award, lower the total not to exceed as \$99,877.35.

In the new scope of work, the City will incorporate those previous non completed tasks and expand the scope to include a full re-write of the Denton Development code to include all development standards, not just the items that pertain to the Downtown Implementation Plan; the City has added a substantial amount of public outreach and coordination meetings; and we have included graphic design work as well. As such, the City now deems it necessary to further expand the services provided by CONTRACTOR to the CITY, and to provide an additional not-to-exceed amount \$190,230, for an aggregate of \$290,107.35.

NOW THEREFORE, the CITY and CONTRACTOR (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

The Project shall include, without limitation, that Clarion Associates will begin working with the Planning Division on a project to Denton Development Code Rewrite, to review and update the City's land development code.

Task 1: Project Initiation

1.1 Kick-Off Meetings

The Clarion team will facilitate a project initiation meeting with city staff in Denton to discuss overall project goals and finalize the project work plan, schedule, and public participation strategy. As part of the same trip, Clarion will also meet with the Planning and Zoning Subcommittee to introduce the project, review the overall project scope, and discuss the subcommittee's role.

1.2 Public Participation Strategy

This work program proposes public involvement through regular meetings with the Planning & Zoning Commission Subcommittee during each of the incremental tasks of the update project, and periodically with other stakeholders and the general public on an as-needed basis; city staff conducts additional follow-up meetings as necessary. Specific tasks include:

- **Regular meetings with the Planning and Zoning Commission Subcommittee.** Clarion will meet with the P&Z Subcommittee at the project kick-off trip, and to present each module as described in Task 2, and at the end of the project to present the consolidated new DDC. (Five meetings total).

- **Regular reports to appointed and elected officials.** To keep appointed and elected officials informed about the overall project status and specific proposed policy changes, Clarion will provide brief memorandums and/or "top-ten" lists of issues to the Planning and Zoning Commission and/or the City Council for each of the three modules of the draft DDC as described in Task 2. In addition, Clarion will be available to make brief presentations to these groups during the Task 2 drafting process if they are scheduled to coincide with trips to present to the P&Z Subcommittee. In addition, Clarion will present the draft DDC to both groups as part of the adoption meetings described in Task 3. (Five meetings total).

- **Project materials posted on the city's website.** Clarion will provide regular updates on upcoming meetings and as new draft materials become available for public review. Clarion will deliver these materials to staff for posting on the city's website. PowerPoint presentations used at all public meetings will also be posted on the city's website. Other social media platforms (e.g., Facebook, Twitter, LinkedIn, etc.) can be used at the city's discretion to link to the city's website when drafts are available for review and to advertise upcoming events related to the project.

- **[OPTIONAL] Additional public meetings at important milestones during the process.** As an optional task at the city's discretion, Clarion can prepare for and facilitate additional public meetings not included in this scope of work. This would include development of meeting materials (such as handouts summarizing changes from the current code to the new DDC, brief memorandums with proposed recommendations for each module, and PowerPoint presentations) for all other public meetings as indicated in this proposed scope of work.

Clarion will discuss this proposed public participation strategy with staff during the project kick-off meeting, and summarize the agreed-upon approach in a two- to three-page report following that meeting.

Task 1 Deliverables: Kickoff Meetings; public participation strategy report

Task 1 Trips: One two-day trip by Goebel and Wafaie

Estimated completion time/date: February 28, 2017 weeks from notice of award.

Total amount for this phase \$7,110

Task 2: Draft New Denton Development Code

Following the kick-off meetings, the Clarion team will begin drafting the new Denton Development Code. The drafts will be organized according to an outline to be provided by staff. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. Each draft will include commentary and footnotes to explain changes from the current DDC to the new draft regulations, including rationale behind new provisions.

2.1 Staff Draft Denton Development Code

2.1.A Administration and Procedures (led by staff; minimal Clarion review)

Amendments to the administration and procedures are currently underway by staff and will not require significant substantive work by Clarion. Our understand is that these documents will build on and be consistent with the Microsoft Word files already developed by Clarion in the reorganized/reformatted DDC (in particular, consistent use of Word styles). At staff's request, Clarion will review the proposed table of procedures and the respective decision-making roles and provide feedback to staff. A limited number of hours for Clarion review is included in the project budget for this task.

We propose dividing the remainder of the drafting into two modules (described below). The specific order of the modules should be discussed during project kickoff and will be based on the outline to be provided by staff.

2.1.B Module 1 – Districts, Uses, and General Provisions

This module will include drafts for a new lineup of zoning districts (new or existing, plus dimensional standards) and the uses allowed for each district. It also will address nonconformities and general provisions (e.g., the overall purpose and jurisdiction of the DDC).

The new lineup of zoning districts will focus on implementation of the future land use map (in the Denton Plan 2030) and additional feedback from staff. In the earlier project phase, we provided a table of allowed uses for staff review. Staff feedback on that table will give Clarion and staff a head start on revisions, resulting in improved project efficiency and potential cost savings.

Clarion will initiate this first module by preparing a brief (5 pages maximum) memorandum highlighting proposed changes to the districts, uses, and dimensions. As

background to assist in preparing this memo, we will review key background documents, such as the Denton Plan 2030, and identify specific policies and strategies that can be implemented through revisions to the districts and uses in the DDC. We will submit the memorandum to staff for review and schedule a conference call to discuss the memo. Staff will prepare one set of consolidated written comments identifying any additions or changes to the recommendations set forth in the memorandum.

2.1.C Module 2 - Development and Design Standards

This second and final module will include standards that address the layout, look, and feel of new development and redevelopment, such as landscaping, parking, building design, subdivision design, floodplain regulations, and lighting. We understand that Denton is leading several staff-initiated amendments to the development and design standards, including landscaping and tree-preservation; building material standards; parking and loading standards; and planned development district standards. Clarion's work will include drafts of any remaining content areas based on the outline provided by staff. Clarion will coordinate the new lineup of zoning districts in the first module with any overlapping information for the planned development districts as it becomes available.

As with the first module, Clarion will initiate this module by preparing a brief (5 pages maximum) memorandum highlighting the key issues related to development and design standards. We will also identify key policies and strategies from the Denton Plan 2030 to be implemented in this module. We expect that infill and redevelopment will play a key role in evaluating the performance of existing regulations and any new provisions proposed in the draft. The draft will also address neighborhood protection and compatibility as a key component. We will submit the memorandum to staff for review and schedule a conference call to discuss the memo. Staff will prepare one set of consolidated written comments identifying any additions or changes to the recommendations set forth in the memorandum.

We recommend including applicable definitions in each module, building up to a final, consolidated list of definitions. Illustrations, tables, and other graphics will be included with the drafts. We have budgeted for approximately 50 graphics in this scope of work. Clarion can prepare additional graphics on a time-and-expenses basis. Often we will include placeholders for graphics in staff drafts so that we do not commit resources to preparing graphics that staff may not deem necessary or helpful. Some examples of Clarion's graphics are included with this memo.

For each module, the staff draft will be created and circulated for review by key staff to check the factual accuracy and feasibility of recommended changes. Each staff draft will be accompanied by a cover memorandum that summarizes the major new features of the draft, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first module, the team will begin drafting the second module. Following this schedule, drafting and staff review proceeds in an efficient manner that maintains project momentum.

2.2 Public Draft Denton Development Code

Following one round of consolidated written staff comments on each module, the team will make revisions and prepare public review drafts of each module for distribution to the P&Z Subcommittee, key stakeholders, and the general public.

Clarion will facilitate a work session with the Subcommittee to present each module of the Public Draft DDC and solicit feedback. We recommend one meeting per module with the P&Z Subcommittee (to which the general public is invited). The Clarion team will facilitate the meetings and prepare materials and presentations for such meetings, seeking staff review and input before finalizing them. We anticipate staff will attend and provide brief introductions and participate in the majority of the public meetings.

2.3 Consolidated Draft Denton Development Code

Based on written feedback consolidated by staff from the P&Z Subcommittee, other stakeholders, and the general public, we will revise the two draft modules, as well as the administration materials prepared by staff, to create a Consolidated Draft Denton Development Code. We recommend two meetings on this draft, including one P&Z Subcommittee meeting and one general public meeting on the same trip. Meetings will focus on major changes from the prior draft modules. Our project budget assumes that Clarion representatives will lead the development of all meeting materials (including a PowerPoint presentation) and will present the materials in person at these meetings.

2.4 Adoption Draft Denton Development Code

After receiving comments on the Consolidated Draft, the Clarion team will revise the document and create a final draft DDC to be carried forward into the adoption process. This draft will include final versions of all illustrations, charts, and tables.

2.5 Facilitate Additional Public Meetings

In addition to the meetings identified above, Clarion will facilitate three public meetings and presentations on zoning-related issues throughout the course of the project at staff's discretion. Should a particular topic generate substantial confusion or skepticism, we will address that issue by facilitating a special discussion dedicated to that topic. Examples might include affordable housing, building design standards, transit-oriented development, or parking standards. When the special topics are identified by staff, Clarion will prepare materials for presentation to the community. We will draft presentations for review by staff prior to finalizing them. We expect that staff will provide brief introductions during the public meetings, and will provide other key updates as necessary.

Task 2 Deliverables: - Brief review of administration and procedures summary table

- Staff draft of two modules;
- Public draft of two modules;
- Presentation of two public draft modules;
- Consolidated draft of DDC;
- Presentation of consolidated draft of DDC;
- Adoption draft of DDC;
- Three additional public meetings (topics at staff discretion)

Task 2 Trips: Six two-day trips by Goebel and Wafaie

Estimated completion time/date: **December 29, 2017** weeks from notice of award.

Total amount for this phase**\$137,480****Task 3: Adoption****3.1 Executive Summary**

The team will provide the Planning and Zoning Commission and the City Council with the Final Draft Development Code in a form appropriate for their review and consideration for final adoption. To accompany the Final Drafts, Clarion will prepare an Executive Summary that describes the project and the final documents, compares the existing and proposed ordinances, and summarizes all major changes.

3.2 Final Draft Planning and Zoning Commission Work Session and Public Hearing

Clarion will facilitate a work session with the Planning and Zoning Commission to present the Final Draft Development Code and solicit feedback. Following the work session, Clarion will make one round of edits to the draft code based on feedback received. Clarion will then prepare and present the revised document at a public hearing. Clarion will then make one additional round of edits based on feedback received at the public meeting, based on consolidated written direction provided by staff.

3.3 Final Draft City Council Work Session and Public Hearing

Following the Planning and Zoning Commission public hearing and subsequent revisions, Clarion will facilitate a work session with the City Council to present the draft code and solicit feedback. Following the work session, Clarion will make one round of edits to the draft code based on feedback received. Clarion will then prepare and present the document at a public hearing.

3.4 Floating Meeting

Clarion will facilitate an additional public meeting at staff's discretion. This meeting may include an additional meeting or hearing with the Planning and Zoning Commission, City Council, or any other public meeting at the city's request. Feedback from this floating meeting will be addressed in the final adopted draft in the next task.

3.5 Final Denton Development Code

Based on comments and direction from the City Council, the public, and staff, as summarized in consolidated written direction provided by staff, we will create the final adopted draft of the new Denton Development Code for the city's files. This final draft will be prepared to live on the City of Denton's website in a user-friendly and searchable format. We can also discuss with staff other opportunities for developing an interactive web format for the new code.

3.6 Denton DDC Summary PowerPoint

Following the final adopted draft of the new Denton Development Code, Clarion will prepare a PowerPoint presentation that walks through the changes from the old code to the new DDC and highlights some of the new features of the DDC. Clarion will walk through the presentation with staff using *GoToMeeting* or a similar platform as part of this proposed scope of work. Clarion will be available to facilitate additional in-person training for staff and/or other stakeholders upon request on a time-and-expenses basis.

Task 4 Deliverables: - Executive summary of DDC;
- Presentations of final drafts of
- Final DDC;
- Summary PowerPoint;
- [optional] in-person training at staff discretion

Task 3 Trips: Five two-day trips by Goebel and Wafaie

Estimated completion time/date: May 30, 2018 weeks from notice of award.

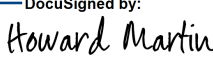
Total amount for this phase **\$45,640**

The Parties hereto agree, that except as specifically provided for by this First Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Agreement and now the First Amendment shall be, and will remain in full force and effect.

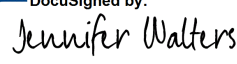
IN WITNESS WHEREOF, the City of Denton, Texas and the Clarion Associates, LLC, have each executed this First Amendment, by and through their respective duly authorized representatives and officers on this the 13th day of December, 2016.

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By:  DocuSigned by:
742392382FE7423...
HOWARD MARTIN
INTERIM CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By:  DocuSigned by:
C5BFAFC1821946D...

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By:  DocuSigned by:
C821096C2A2B439...

“CONTRACTOR”

CLARION ASSOCIATES, L.L.C.
A Texas Limited Liability Corporation

By:  DocuSigned by:
85D7FF7470FE47A...
AUTHORIZED SIGNATURE, TITLE

EXHIBIT A

**Clarion Associates**

303.830.2890

621 17th Street, Suite 2250

Denver, CO 80293

www.clarionassociates.com**MEMORANDUM**

TO: City of Denton
FROM: Matt Goebel and Tareq Wafaie, Clarion Associates
DATE: November 29, 2016
RE: PSA 6233: Denton Development Code Rewrite - Revised Scope of Work

Background

In early 2013, Clarion Associates began working with the City of Denton on a project to review and update the City's Development Code. The project was designed to focus on targeted code improvements that could be completed while the City also focused on a separate project to develop a new citywide comprehensive plan. The expectation was that an improved development code ultimately would provide a strong foundation upon which to implement the new city plan. The code updates included a general reorganization and reformatting of the Development Code, as well as an assessment and update of the code in targeted areas, such as review procedures and barriers to infill development. The initial Assessment Report was completed in November 2013.

In 2014, Clarion submitted two major deliverables: 1) A draft reorganized and reformatted Denton Development Code (DDC), and 2) a draft of the reformatted DDC with substantially revised procedures. Each of these documents was submitted as a "staff draft," meaning that core staff would review the drafts and provide consolidated comments to Clarion, and Clarion would then make edits prior to issuing a public version of those documents. Staff comments were not received immediately, however, due to staff turnover and other City priorities, and public drafts were not prepared. In the spring of 2016, new planning staff reinitiated the code project by providing initial comments on both of the 2014 staff drafts. Clarion prepared a consolidated version of those two draft deliverables based on the initial staff feedback.

In May 2016, the City directed Clarion to conclude work on the outstanding project and prepare a new scope for additional edits to the draft DDC. The goal of the new project is to undertake a broad range of substantive updates to address a variety of issues raised in the new comprehensive plan and other City policies. The project will build on Clarion's earlier work by using the draft reorganized and reformatted DDC as a foundation for drafting, but the updates will address a broader range of issues than intended under the earlier project.

This memorandum provides a draft scope for the City's consideration. All elements are open to discussion and modification.



EXHIBIT A

Memo, Jarvis, p. 2

Task 1: Project Initiation

1.1 Kick-Off Meetings

The Clarion team will facilitate a project initiation meeting with city staff in Denton to discuss overall project goals and finalize the project work plan, schedule, and public participation strategy. As part of the same trip, Clarion will also meet with the Planning and Zoning Subcommittee to introduce the project, review the overall project scope, and discuss the subcommittee’s role.

1.2 Public Participation Strategy

This work program proposes public involvement through regular meetings with the Planning & Zoning Commission Subcommittee during each of the incremental tasks of the update project, and periodically with other stakeholders and the general public on an as-needed basis; city staff conducts additional follow-up meetings as necessary. Specific tasks include:

- **Regular meetings with the Planning and Zoning Commission Subcommittee.** Clarion will meet with the P&Z Subcommittee at the project kick-off trip, and to present each module as described in Task 2, and at the end of the project to present the consolidated new DDC. (Five meetings total).
- **Regular reports to appointed and elected officials.** To keep appointed and elected officials informed about the overall project status and specific proposed policy changes, Clarion will provide brief memorandums and/or “top-ten” lists of issues to the Planning and Zoning Commission and/or the City Council for each of the three modules of the draft DDC as described in Task 2. In addition, Clarion will be available to make brief presentations to these groups during the Task 2 drafting process if they are scheduled to coincide with trips to present to the P&Z Subcommittee. In addition, Clarion will present the draft DDC to both groups as part of the adoption meetings described in Task 3. (Five meetings total).
- **Project materials posted on the city’s website.** Clarion will provide regular updates on upcoming meetings and as new draft materials become available for public review. Clarion will deliver these materials to staff for posting on the city’s website. PowerPoint presentations used at all public meetings will also be posted on the city’s website. Other social media platforms (e.g., Facebook, Twitter, LinkedIn, etc.) can be used at the city’s discretion to link to the city’s website when drafts are available for review and to advertise upcoming events related to the project.
- **[OPTIONAL] Additional public meetings at important milestones during the process.** As an optional task at the city’s discretion, Clarion can prepare for and facilitate additional public meetings not included in this scope of work. This would include development of meeting materials (such as handouts summarizing changes from the current code to the new DDC, brief memorandums with proposed recommendations for each module, and PowerPoint presentations) for all other public meetings as indicated in this proposed scope of work.

Clarion will discuss this proposed public participation strategy with staff during the project kick-off meeting, and summarize the agreed-upon approach in a two- to three-page report following that meeting.

Task 1 Deliverables:	Kickoff meetings; public participation strategy report
Task 1 Trips:	One two-day trip by Goebel and Wafaie

EXHIBIT A

*Memo, Jarvis, p. 3***Task 2: Draft New Denton Development Code**

Following the kick-off meetings, the Clarion team will begin drafting the new Denton Development Code. The drafts will be organized according to an outline to be provided by staff. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. Each draft will include commentary and footnotes to explain changes from the current DDC to the new draft regulations, including rationale behind new provisions.

2.1 Staff Draft Denton Development Code**2.1.A Administration and Procedures (led by staff; minimal Clarion review)**

Amendments to the administration and procedures are currently underway by staff and will not require significant substantive work by Clarion. Our understand is that these documents will build on and be consistent with the Microsoft Word files already developed by Clarion in the reorganized/reformatted DDC (in particular, consistent use of Word styles). At staff's request, Clarion will review the proposed table of procedures and the respective decision-making roles and provide feedback to staff. A limited number of hours for Clarion review is included in the project budget for this task.

We propose dividing the remainder of the drafting into two modules (described below). The specific order of the modules should be discussed during project kickoff and will be based on the outline to be provided by staff.

2.1.B Module 1 – Districts, Uses, and General Provisions

This module will include drafts for a new lineup of zoning districts (new or existing, plus dimensional standards) and the uses allowed for each district. It also will address nonconformities and general provisions (e.g., the overall purpose and jurisdiction of the DDC).

The new lineup of zoning districts will focus on implementation of the future land use map (in the Denton Plan 2030) and additional feedback from staff. In the earlier project phase, we provided a table of allowed uses for staff review. Staff feedback on that table will give Clarion and staff a head start on revisions, resulting in improved project efficiency and potential cost savings.

Clarion will initiate this first module by preparing a brief (5 pages maximum) memorandum highlighting proposed changes to the districts, uses, and dimensions. As background to assist in preparing this memo, we will review key background documents, such as the Denton Plan 2030, and identify specific policies and strategies that can be implemented through revisions to the districts and uses in the DDC. We will submit the memorandum to staff for review and schedule a conference call to discuss the memo. Staff will prepare one set of consolidated written comments identifying any additions or changes to the recommendations set forth in the memorandum.

2.1.C Module 2 - Development and Design Standards

This second and final module will include standards that address the layout, look, and feel of new development and redevelopment, such as landscaping, parking, building design, subdivision design, floodplain regulations, and lighting. We understand that Denton is leading several staff-initiated amendments to the development and design standards, including landscaping and tree-preservation; building material standards; parking and loading standards; and planned development district standards. Clarion's work will include drafts of any remaining content areas based on the outline provided by staff. Clarion will coordinate the new lineup of zoning districts in the first module with any overlapping information for the planned development districts as it becomes available.

EXHIBIT A

Memo, Jarvis, p. 4

As with the first module, Clarion will initiate this module by preparing a brief (5 pages maximum) memorandum highlighting the key issues related to development and design standards. We will also identify key policies and strategies from the Denton Plan 2030 to be implemented in this module. We expect that infill and redevelopment will play a key role in evaluating the performance of existing regulations and any new provisions proposed in the draft. The draft will also address neighborhood protection and compatibility as a key component. We will submit the memorandum to staff for review and schedule a conference call to discuss the memo. Staff will prepare one set of consolidated written comments identifying any additions or changes to the recommendations set forth in the memorandum.

We recommend including applicable definitions in each module, building up to a final, consolidated list of definitions. Illustrations, tables, and other graphics will be included with the drafts. We have budgeted for approximately 50 graphics in this scope of work. Clarion can prepare additional graphics on a time-and-expenses basis. Often we will include placeholders for graphics in staff drafts so that we do not commit resources to preparing graphics that staff may not deem necessary or helpful. Some examples of Clarion's graphics are included with this memo.

For each module, the staff draft will be created and circulated for review by key staff to check the factual accuracy and feasibility of recommended changes. Each staff draft will be accompanied by a cover memorandum that summarizes the major new features of the draft, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first module, the team will begin drafting the second module. Following this schedule, drafting and staff review proceeds in an efficient manner that maintains project momentum.

2.2 Public Draft Denton Development Code

Following one round of consolidated written staff comments on each module, the team will make revisions and prepare public review drafts of each module for distribution to the P&Z Subcommittee, key stakeholders, and the general public.

Clarion will facilitate a work session with the Subcommittee to present each module of the Public Draft DDC and solicit feedback. We recommend one meeting per module with the P&Z Subcommittee (to which the general public is invited). The Clarion team will facilitate the meetings and prepare materials and presentations for such meetings, seeking staff review and input before finalizing them. We anticipate staff will attend and provide brief introductions and participate in the majority of the public meetings.

2.3 Consolidated Draft Denton Development Code

Based on written feedback consolidated by staff from the P&Z Subcommittee, other stakeholders, and the general public, we will revise the two draft modules, as well as the administration materials prepared by staff, to create a Consolidated Draft Denton Development Code. We recommend two meetings on this draft, including one P&Z Subcommittee meeting and one general public meeting on the same trip. Meetings will focus on major changes from the prior draft modules. Our project budget assumes that Clarion representatives will lead the development of all meeting materials (including a PowerPoint presentation) and will present the materials in person at these meetings.

2.4 Adoption Draft Denton Development Code

After receiving comments on the Consolidated Draft, the Clarion team will revise the document and create a final draft DDC to be carried forward into the adoption process. This draft will include final versions of all illustrations, charts, and tables.

EXHIBIT A

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2.5 Facilitate Additional Public Meetings

In addition to the meetings identified above, Clarion will facilitate three public meetings and presentations on zoning-related issues throughout the course of the project at staff’s discretion. Should a particular topic generate substantial confusion or skepticism, we will address that issue by facilitating a special discussion dedicated to that topic. Examples might include affordable housing, building design standards, transit-oriented development, or parking standards. When the special topics are identified by staff, Clarion will prepare materials for presentation to the community. We will draft presentations for review by staff prior to finalizing them. We expect that staff will provide brief introductions during the public meetings, and will provide other key updates as necessary.

Task 2 Deliverables:	<ul style="list-style-type: none">- Brief review of administration and procedures summary table;- Staff draft of two modules;- Public draft of two modules;- Presentation of two public draft modules;- Consolidated draft of DDC;- Presentation of consolidated draft of DDC;- Adoption draft of DDC;- Three additional public meetings (topics at staff discretion).
Task 2 Trips:	Six two-day trips by Goebel and Wafaie

Task 3: Adoption

3.1 Executive Summary

The team will provide the Planning and Zoning Commission and the City Council with the Final Draft Development Code in a form appropriate for their review and consideration for final adoption. To accompany the Final Drafts, Clarion will prepare an Executive Summary that describes the project and the final documents, compares the existing and proposed ordinances, and summarizes all major changes.

3.2 Final Draft Planning and Zoning Commission Work Session and Public Hearing

Clarion will facilitate a work session with the Planning and Zoning Commission to present the Final Draft Development Code and solicit feedback. Following the work session, Clarion will make one round of edits to the draft code based on feedback received. Clarion will then prepare and present the revised document at a public hearing. Clarion will then make one additional round of edits based on feedback received at the public meeting, based on consolidated written direction provided by staff.

3.3 Final Draft City Council Work Session and Public Hearing

Following the Planning and Zoning Commission public hearing and subsequent revisions, Clarion will facilitate a work session with the City Council to present the draft code and solicit feedback. Following the work session, Clarion will make one round of edits to the draft code based on feedback received. Clarion will then prepare and present the document at a public hearing.

3.4 Floating Meeting

Clarion will facilitate an additional public meeting at staff’s discretion. This meeting may include an additional meeting or hearing with the Planning and Zoning Commission, City Council, or any other public meeting at the city’s request. Feedback from this floating meeting will be addressed in the final adopted draft in the next task.

EXHIBIT A

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3.5 Final Denton Development Code

Based on comments and direction from the City Council, the public, and staff, as summarized in consolidated written direction provided by staff, we will create the final adopted draft of the new Denton Development Code for the city’s files. This final draft will be prepared to live on the City of Denton’s website in a user-friendly and searchable format. We can also discuss with staff other opportunities for developing an interactive web format for the new code.

3.6 Denton DDC Summary PowerPoint

Following the final adopted draft of the new Denton Development Code, Clarion will prepare a PowerPoint presentation that walks through the changes from the old code to the new DDC and highlights some of the new features of the DDC. Clarion will walk through the presentation with staff using *GoToMeeting* or a similar platform as part of this proposed scope of work. Clarion will be available to facilitate additional in-person training for staff and/or other stakeholders upon request on a time-and-expenses basis.

Task 4 Deliverables:	<ul style="list-style-type: none">- Executive summary of DDC;- Presentations of final drafts of the DDC;- Final DDC;- Summary PowerPoint;- [optional] in-person training at staff discretion
Task 3 Trips:	Five two-day trips by Goebel and Wafaie

Budget

A project budget, broken down by tasks, is summarized on the following page. It includes all professional fees, travel, and other reimbursable expenses. This cost estimate is based on the firm’s extensive experience with similar code rewrite projects. All numbers are preliminary and open to discussion and negotiation. We are flexible and committed to developing a work plan, division of labor, and budget consistent with the city’s resources and objectives. Resumes for Clarion staff are included with this memo.

EXHIBIT A

Memo, Jarvis, p. 7

City of Denton, Texas - Denton Development Code (DDC) Rewrite - November 2016					
	Clarion Associates				
	Director (Goebel)	Senior Associate (Wafaie)	Associates	Graphics	TOTAL
Hourly Rate	\$200	\$95	\$85	\$65	
Task 1. Project Initiation					
1.1 Kick-off meetings (incl travel)	16	16			\$4,720
1.2 Public participation strategy (addl time in subsequent tasks)	2	2			\$590
Hours	18	18	0	0	36
Labor Costs	\$3,600	\$1,710	\$0	\$0	\$5,310
Expenses	\$1,000	\$800	\$0	\$0	\$1,800
Task Total					\$7,110
Task 2. Draft New Denton Development Code					
2.1A Staff draft Denton Development Code	8	8	0	0	\$2,360
2.1B Staff draft Denton Development Code	60	135	40	60	\$32,125
2.1C Staff draft Denton Development Code	60	135	40	60	\$32,125
2.2 Public draft Denton Development Code and 2 presentations	60	100	30	40	\$26,650
2.3 Consolidated draft Denton Development Code	20	60		24	\$11,260
2.4 Adoption draft Denton Development Code and presentations	24	24		16	\$8,120
2.5 Facilitate three additional public meetings	36	72			\$14,040
Hours	268	534	110	200	1,112
Labor Costs	\$53,600	\$50,730	\$9,350	\$13,000	\$126,680
Expenses	\$6,000	\$4,800	\$0	\$0	\$10,800
Task Total					\$137,480
Task 3. Denton Development Code Adoption					
3.1 Executive summary	4	8		4	\$1,820
3.2 Final draft P&Z work session and public hearing	32	40		8	\$10,720
3.3 Final draft City Council work session and public hearing	32	40			\$10,200
3.4 Floating meeting	16	20			\$5,100
3.5 Final Denton Development Code	8	32		40	\$7,240
3.6 DDC summary PowerPoint	4	8			\$1,560
Hours	96	148	0	52	296
Labor Costs	\$19,200	\$14,060	\$0	\$3,380	\$36,640
Expenses	\$5,000	\$4,000	\$0	\$0	\$9,000
Task Total					\$45,640
TOTAL					\$190,230

EXHIBIT A

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Project Schedule

We have outlined a process timeline below that we believe works well for a project of this scale. We are happy to further discuss alternatives with you at the discretion of staff. Dates are based on a January 2017 start date; to be adjusted upon actual kick-off.

	2017												2018						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1 – Project Initiation																			
1.1 Kick-off meetings	●																		
1.2 Pubic participation strategy																			
Task 2 – Draft New Denton Development Code																			
2.1 Staff draft DDC																			
Administration and procedures (staff-led)																			
Module one																			
Module two																			
2.2 Public draft DDC																			
Module one						●													
Module two									●										
2.3 Consolidated draft DDC												★							
2.4 Adoption draft DDC																			
2.5 Facilitate additional public meetings																			
Task 3 – Adoption																			
3.1 Executive summary																			
3.2 Final draft P&Z work session and public hearing														★	★				
3.3 Final draft City Council work session and public hearing																★	★		
3.4 Floating meeting																			
3.5 Final DDC																			
3.6 DDC summary PowerPoint																			
KEY: ● P&Z Subcommittee kickoff meeting ● P&Z Subcommittee meeting with public invited ★ Public meeting(s)/hearing(s)																			

Enc:

- Resumes for Clarion staff
- Sample graphics

EXHIBIT B

**Clarion Associates**

303.830.2890

621 17th Street, Suite 2250

Denver, CO 80293

www.clarionassociates.com**MEMORANDUM**

TO: City of Denton
FROM: Matt Goebel and Tareq Wafaie, Clarion Associates
DATE: November 29, 2016
RE: PSA 6233: Denton Development Code Rewrite - Revised Scope of Work

Background

In early 2013, Clarion Associates began working with the City of Denton on a project to review and update the City's Development Code. The project was designed to focus on targeted code improvements that could be completed while the City also focused on a separate project to develop a new citywide comprehensive plan. The expectation was that an improved development code ultimately would provide a strong foundation upon which to implement the new city plan. The code updates included a general reorganization and reformatting of the Development Code, as well as an assessment and update of the code in targeted areas, such as review procedures and barriers to infill development. The initial Assessment Report was completed in November 2013.

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This memorandum provides a draft scope for the City's consideration. All elements are open to discussion and modification.

EXHIBIT B

Task 1: Project Initiation

1.1 Kick-Off Meetings

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- **[OPTIONAL] Additional public meetings at important milestones during the process.** As an optional task at the city’s discretion, Clarion can prepare for and facilitate additional public meetings not included in this scope of work. This would include development of meeting materials (such as handouts summarizing changes from the current code to the new DDC, brief memorandums with proposed recommendations for each module, and PowerPoint presentations) for all other public meetings as indicated in this proposed scope of work.

Clarion will discuss this proposed public participation strategy with staff during the project kick-off meeting, and summarize the agreed-upon approach in a two- to three-page report following that meeting.

Task 1 Deliverables:	Kickoff meetings; public participation strategy report
Task 1 Trips:	One two-day trip by Goebel and Wafaie

EXHIBIT B

Task 2: Draft New Denton Development Code

Following the kick-off meetings, the Clarion team will begin drafting the new Denton Development Code. The drafts will be organized according to an outline to be provided by staff. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. Each draft will include commentary and footnotes to explain changes from the current DDC to the new draft regulations, including rationale behind new provisions.

2.1 Staff Draft Denton Development Code**2.1.A Administration and Procedures (led by staff; minimal Clarion review)**

Amendments to the administration and procedures are currently underway by staff and will not require significant substantive work by Clarion. Our understand is that these documents will build on and be consistent with the Microsoft Word files already developed by Clarion in the reorganized/reformatted DDC (in particular, consistent use of Word styles). At staff's request, Clarion will review the proposed table of procedures and the respective decision-making roles and provide feedback to staff. A limited number of hours for Clarion review is included in the project budget for this task.

We propose dividing the remainder of the drafting into two modules (described below). The specific order of the modules should be discussed during project kickoff and will be based on the outline to be provided by staff.

2.1.B Module 1 – Districts, Uses, and General Provisions

This module will include drafts for a new lineup of zoning districts (new or existing, plus dimensional standards) and the uses allowed for each district. It also will address nonconformities and general provisions (e.g., the overall purpose and jurisdiction of the DDC).

The new lineup of zoning districts will focus on implementation of the future land use map (in the Denton Plan 2030) and additional feedback from staff. In the earlier project phase, we provided a table of allowed uses for staff review. Staff feedback on that table will give Clarion and staff a head start on revisions, resulting in improved project efficiency and potential cost savings.

Clarion will initiate this first module by preparing a brief (5 pages maximum) memorandum highlighting proposed changes to the districts, uses, and dimensions. As background to assist in preparing this memo, we will review key background documents, such as the Denton Plan 2030, and identify specific policies and strategies that can be implemented through revisions to the districts and uses in the DDC. We will submit the memorandum to staff for review and schedule a conference call to discuss the memo. Staff will prepare one set of consolidated written comments identifying any additions or changes to the recommendations set forth in the memorandum.

2.1.C Module 2 - Development and Design Standards

This second and final module will include standards that address the layout, look, and feel of new development and redevelopment, such as landscaping, parking, building design, subdivision design, floodplain regulations, and lighting. We understand that Denton is leading several staff-initiated amendments to the development and design standards, including landscaping and tree-preservation; building material standards; parking and loading standards; and planned development district standards. Clarion's work will include drafts of any remaining content areas based on the outline provided by staff. Clarion will coordinate the new lineup of zoning districts in the first module with any overlapping information for the planned development districts as it becomes available.

EXHIBIT B

As with the first module, Clarion will initiate this module by preparing a brief (5 pages maximum) memorandum highlighting the key issues related to development and design standards. We will also identify key policies and strategies from the Denton Plan 2030 to be implemented in this module. We expect that infill and redevelopment will play a key role in evaluating the performance of existing regulations and any new provisions proposed in the draft. The draft will also address neighborhood protection and compatibility as a key component. We will submit the memorandum to staff for review and schedule a conference call to discuss the memo. Staff will prepare one set of consolidated written comments identifying any additions or changes to the recommendations set forth in the memorandum.

We recommend including applicable definitions in each module, building up to a final, consolidated list of definitions. Illustrations, tables, and other graphics will be included with the drafts. We have budgeted for approximately 50 graphics in this scope of work. Clarion can prepare additional graphics on a time-and-expenses basis. Often we will include placeholders for graphics in staff drafts so that we do not commit resources to preparing graphics that staff may not deem necessary or helpful. Some examples of Clarion's graphics are included with this memo.

For each module, the staff draft will be created and circulated for review by key staff to check the factual accuracy and feasibility of recommended changes. Each staff draft will be accompanied by a cover memorandum that summarizes the major new features of the draft, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first module, the team will begin drafting the second module. Following this schedule, drafting and staff review proceeds in an efficient manner that maintains project momentum.

2.2 Public Draft Denton Development Code

Following one round of consolidated written staff comments on each module, the team will make revisions and prepare public review drafts of each module for distribution to the P&Z Subcommittee, key stakeholders, and the general public.

Clarion will facilitate a work session with the Subcommittee to present each module of the Public Draft DDC and solicit feedback. We recommend one meeting per module with the P&Z Subcommittee (to which the general public is invited). The Clarion team will facilitate the meetings and prepare materials and presentations for such meetings, seeking staff review and input before finalizing them. We anticipate staff will attend and provide brief introductions and participate in the majority of the public meetings.

2.3 Consolidated Draft Denton Development Code

Based on written feedback consolidated by staff from the P&Z Subcommittee, other stakeholders, and the general public, we will revise the two draft modules, as well as the administration materials prepared by staff, to create a Consolidated Draft Denton Development Code. We recommend two meetings on this draft, including one P&Z Subcommittee meeting and one general public meeting on the same trip. Meetings will focus on major changes from the prior draft modules. Our project budget assumes that Clarion representatives will lead the development of all meeting materials (including a PowerPoint presentation) and will present the materials in person at these meetings.

2.4 Adoption Draft Denton Development Code

After receiving comments on the Consolidated Draft, the Clarion team will revise the document and create a final draft DDC to be carried forward into the adoption process. This draft will include final versions of all illustrations, charts, and tables.

EXHIBIT B

2.5 Facilitate Additional Public Meetings

In addition to the meetings identified above, Clarion will facilitate three public meetings and presentations on zoning-related issues throughout the course of the project at staff’s discretion. Should a particular topic generate substantial confusion or skepticism, we will address that issue by facilitating a special discussion dedicated to that topic. Examples might include affordable housing, building design standards, transit-oriented development, or parking standards. When the special topics are identified by staff, Clarion will prepare materials for presentation to the community. We will draft presentations for review by staff prior to finalizing them. We expect that staff will provide brief introductions during the public meetings, and will provide other key updates as necessary.

Task 2 Deliverables:	<ul style="list-style-type: none">- Brief review of administration and procedures summary table;- Staff draft of two modules;- Public draft of two modules;- Presentation of two public draft modules;- Consolidated draft of DDC;- Presentation of consolidated draft of DDC;- Adoption draft of DDC;- Three additional public meetings (topics at staff discretion).
Task 2 Trips:	Six two-day trips by Goebel and Wafaie

Task 3: Adoption

3.1 Executive Summary

The team will provide the Planning and Zoning Commission and the City Council with the Final Draft Development Code in a form appropriate for their review and consideration for final adoption. To accompany the Final Drafts, Clarion will prepare an Executive Summary that describes the project and the final documents, compares the existing and proposed ordinances, and summarizes all major changes.

3.2 Final Draft Planning and Zoning Commission Work Session and Public Hearing

Clarion will facilitate a work session with the Planning and Zoning Commission to present the Final Draft Development Code and solicit feedback. Following the work session, Clarion will make one round of edits to the draft code based on feedback received. Clarion will then prepare and present the revised document at a public hearing. Clarion will then make one additional round of edits based on feedback received at the public meeting, based on consolidated written direction provided by staff.

3.3 Final Draft City Council Work Session and Public Hearing

Following the Planning and Zoning Commission public hearing and subsequent revisions, Clarion will facilitate a work session with the City Council to present the draft code and solicit feedback. Following the work session, Clarion will make one round of edits to the draft code based on feedback received. Clarion will then prepare and present the document at a public hearing.

3.4 Floating Meeting

Clarion will facilitate an additional public meeting at staff’s discretion. This meeting may include an additional meeting or hearing with the Planning and Zoning Commission, City Council, or any other public meeting at the city’s request. Feedback from this floating meeting will be addressed in the final adopted draft in the next task.

EXHIBIT B

3.5 Final Denton Development Code

Based on comments and direction from the City Council, the public, and staff, as summarized in consolidated written direction provided by staff, we will create the final adopted draft of the new Denton Development Code for the city’s files. This final draft will be prepared to live on the City of Denton’s website in a user-friendly and searchable format. We can also discuss with staff other opportunities for developing an interactive web format for the new code.

3.6 Denton DDC Summary PowerPoint

Following the final adopted draft of the new Denton Development Code, Clarion will prepare a PowerPoint presentation that walks through the changes from the old code to the new DDC and highlights some of the new features of the DDC. Clarion will walk through the presentation with staff using *GoToMeeting* or a similar platform as part of this proposed scope of work. Clarion will be available to facilitate additional in-person training for staff and/or other stakeholders upon request on a time-and-expenses basis.

Task 4 Deliverables:	<ul style="list-style-type: none">- Executive summary of DDC;- Presentations of final drafts of the DDC;- Final DDC;- Summary PowerPoint;- [optional] in-person training at staff discretion
Task 3 Trips:	Five two-day trips by Goebel and Wafaie

Budget

A project budget, broken down by tasks, is summarized on the following page. It includes all professional fees, travel, and other reimbursable expenses. This cost estimate is based on the firm’s extensive experience with similar code rewrite projects. All numbers are preliminary and open to discussion and negotiation. We are flexible and committed to developing a work plan, division of labor, and budget consistent with the city’s resources and objectives. Resumes for Clarion staff are included with this memo.

EXHIBIT B

City of Denton, Texas - Denton Development Code (DDC) Rewrite - November 2016					
	Clarion Associates				
	Director (Goebel)	Senior Associate (Wafaie)	Associates	Graphics	TOTAL
Hourly Rate	\$200	\$95	\$85	\$65	
Task 1. Project Initiation					
1.1 Kick-off meetings (incl travel)	16	16			\$4,720
1.2 Public participation strategy (addl time in subsequent tasks)	2	2			\$590
Hours	18	18	0	0	36
Labor Costs	\$3,600	\$1,710	\$0	\$0	\$5,310
Expenses	\$1,000	\$800	\$0	\$0	\$1,800
Task Total					\$7,110
Task 2. Draft New Denton Development Code					
2.1A Staff draft Denton Development Code	8	8	0	0	\$2,360
2.1B Staff draft Denton Development Code	60	135	40	60	\$32,125
2.1C Staff draft Denton Development Code	60	135	40	60	\$32,125
2.2 Public draft Denton Development Code and 2 presentations	60	100	30	40	\$26,650
2.3 Consolidated draft Denton Development Code	20	60		24	\$11,260
2.4 Adoption draft Denton Development Code and presentations	24	24		16	\$8,120
2.5 Facilitate three additional public meetings	36	72			\$14,040
Hours	268	534	110	200	1,112
Labor Costs	\$53,600	\$50,730	\$9,350	\$13,000	\$126,680
Expenses	\$6,000	\$4,800	\$0	\$0	\$10,800
Task Total					\$137,480
Task 3. Denton Development Code Adoption					
3.1 Executive summary	4	8		4	\$1,820
3.2 Final draft P&Z work session and public hearing	32	40		8	\$10,720
3.3 Final draft City Council work session and public hearing	32	40			\$10,200
3.4 Floating meeting	16	20			\$5,100
3.5 Final Denton Development Code	8	32		40	\$7,240
3.6 DDC summary PowerPoint	4	8			\$1,560
Hours	96	148	0	52	296
Labor Costs	\$19,200	\$14,060	\$0	\$3,380	\$36,640
Expenses	\$5,000	\$4,000	\$0	\$0	\$9,000
Task Total					\$45,640
TOTAL					\$190,230

EXHIBIT B

Project Schedule

We have outlined a process timeline below that we believe works well for a project of this scale. We are happy to further discuss alternatives with you at the discretion of staff. Dates are based on a January 2017 start date; to be adjusted upon actual kick-off.

	2017												2018						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1 – Project Initiation																			
1.1 Kick-off meetings	●																		
1.2 Pubic participation strategy																			
Task 2 – Draft New Denton Development Code																			
2.1 Staff draft DDC																			
Administration and procedures (staff-led)																			
Module one																			
Module two																			
2.2 Public draft DDC																			
Module one						●													
Module two									●										
2.3 Consolidated draft DDC												★							
2.4 Adoption draft DDC																			
2.5 Facilitate additional public meetings																			
Task 3 – Adoption																			
3.1 Executive summary																			
3.2 Final draft P&Z work session and public hearing														★	★				
3.3 Final draft City Council work session and public hearing																★	★		
3.4 Floating meeting																			
3.5 Final DDC																			
3.6 DDC summary PowerPoint																			
KEY: ● P&Z Subcommittee kickoff meeting ● P&Z Subcommittee meeting with public invited ★ Public meeting(s)/hearing(s)																			

Enc:

- Resumes for Clarion staff
- Sample graphics

Exhibit ^C

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. Clarion Associates

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 7th 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.

N/A

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?

☐

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?

☐

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?

☐

Yes

☒

No

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

No business or family relationships to disclose, apart from Clarion Associates' existing contract with the City of Denton.

4 ☒ I have no Conflict of Interest to disclose.

5 DocuSigned by:

Matt Goebel

12/8/2016

Signature of Vendor doing business with the governmental entity

Date


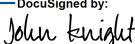
Certificate Of Completion

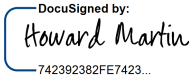
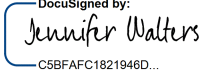
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Document Pages: 26	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jody Word
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	jody.word@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Jody Word	Location: DocuSign
12/7/2016 10:40:22 AM	jody.word@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
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Matt Goebel mgoebel@clarionassociates.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<small>DocuSigned by:</small>  <small>85D7FF7470FE47A...</small> Using IP Address: 38.140.32.78	Sent: 12/7/2016 10:56:57 AM Resent: 12/8/2016 8:05:57 AM Viewed: 12/7/2016 12:02:20 PM Signed: 12/8/2016 11:27:47 AM
John Knight john.knight@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<small>DocuSigned by:</small>  <small>C821996C2A2B439...</small> Using IP Address: 129.120.6.150	Sent: 12/8/2016 11:27:50 AM Resent: 12/19/2016 8:39:52 AM Viewed: 12/19/2016 8:40:30 AM Signed: 12/19/2016 8:40:43 AM
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 129.120.6.150	Sent: 12/19/2016 8:40:45 AM Viewed: 12/20/2016 7:54:36 AM Signed: 12/20/2016 7:55:21 AM

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Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 Using IP Address: 129.120.6.150	Sent: 12/20/2016 8:15:54 AM Viewed: 12/21/2016 7:36:20 AM Signed: 12/21/2016 7:36:43 AM
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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.

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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: kevin.gunn@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 kevin.gunn@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 kevin.gunn@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 kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US 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">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND CLARION ASSOCIATES
FILE NO. 5053

THIS SECOND AMENDMENT TO CONTRACT 5053 (“Amendment”) by and between the City of Denton, Texas (“City”) and Clarion Associates (“Contractor”);

The original Agreement provided for Clarion Associates services related to the Denton Development Code Rewrite as is contained in Contract # 5053 (on file in the Purchasing Office). The initial agreement for the Basic Services – (Exhibit A), was approved on September 11, 2012, in the not-to-exceed amount of \$150,000. This was subsequently amended to lower the total not-to-exceed amount to \$99,877.35.

The CITY deems it necessary to further expand the goods/services provided by CONTRACTOR to the CITY;

NOW THEREFORE,

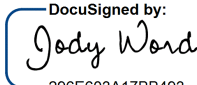
Section 2 “Administration and Procedures “Task 2.1.A Draft New DDC”, is modified to include the attached Exhibit B. The modification is in the amount of \$32,300 with a revised not-to-exceed total of \$322,407.35.

All other provisions of the contract 5053, as heretofore amended, remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 4/28/2017.

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By:  296E603A17BD493...
JODY WORD, CTP
BUYER

“CONTRACTOR”

CLARION ASSOCIATES
A Corporation

By:  65D7FF7470FE47A... 4/28/2017
AUTHORIZED SIGNATURE, TITLE

**Clarion Associates**

303.830.2890

621 17th Street, Suite 2250

Denver, CO 80293

www.clarionassociates.com**MEMORANDUM**

TO: City of Denton
FROM: Matt Goebel, Clarion Associates
DATE: March 28, 2017
RE: PSA 5053 Amendment 2, Purchase Order 163436:
DDC Rewrite (Administration and Procedures)

This memorandum summarizes an amendment to the project scope of work to provide for Clarion Associates taking the lead in the drafting, review, and presentations of the Administration and Procedures module of the new Denton Development Code.

- Task 2.1.A of the Agreement, entitled "Administration and Procedures," is hereby amended by the following: Clarion will take the lead in rewriting this section of the DDC and will prepare a staff draft similar in format and content to the other two modules being prepared by Clarion. Following review of the document, staff will prepare one round of consolidated written comments, and Clarion will then prepare a revised draft for public distribution. Clarion will attend one round of meetings in Denton to present the materials.
- Total budget amount for this phase is amended by the addition of \$32,300 to the project total for additional professional services.
- The project timeline for interim deliverables will be amended to allow for drafting and delivery of the documents at the mutual agreement of the City and Consultant. The overall contract deadline of May 30, 2018, remains the same.



EXHIBIT B

3/22/2017

DENTON, TEXAS
DENTON DEVELOPMENT CODE – DRAFTING SCHEDULE
WITH CLARION TAKING LEAD ON ADMIN/PROCEDURES

Task	Clarion submits staff draft	Staff Review City submits consolidated, written comments	Clarion delivers revised, public draft	Clarion attends presentation meetings	Comments
TASK 1: PROJECT INITIATION					
1.1: Kick-Off Meetings	Completed January 2017				
1.2: Public Participation Strategy	February 3	February 10	February 17	N/A	
TASK 2: DRAFT NEW DDC					
Module 1: Districts/Uses					
Overview memo	February 28	March 13	March 20	No trip; conference call mid-March	
Staff/public drafts	March 31	April 21	May 12	Mid-May	
Module 2: Development Standards					
Overview memo	May 15	May 29	June 9	No trip; conference call early June	
Staff/public drafts	July 10	July 31	August 21	Early September	
Module 3: Administration/Procedures					
Administration and Procedures	July 31	August 21	September 8	Late September	Or early October if staff prefers not to have two meetings in one month

EXHIBIT B

3/22/2017

Task	Clarion submits staff draft	Staff Review City submits consolidated, written comments	Clarion delivers revised, public draft	Clarion attends presentation meetings	Comments
Consolidation					
2.3: Consolidated draft DDC	October 9 September 25	October 30 October 16	November 20 November 6	Early December Mid November	Slight shift back if Admin meeting moved to October
2.4: Adoption draft DDC	January 10 December 15	N/A	N/A	See Task 3	Just one version of this draft is prepared.
2.5: Additional Public Meetings	N/A			Timing TBD	
TASK 3: ADOPTION					
Zoning Map Deliverables					
3.1: Executive summary	January 10 December 15	January 22 December 31	January 29 January 8, 2018	February 2018 January 2018	
3.2: Final draft P&Z Work Session/Public Hearing	Materials prepared under Task 2.4; Meeting in January/February 2018	Comments submitted w/in 2 weeks of meeting	2/in 2 weeks of receipt of staff comments	See Task 3.3	
3.3: Final draft City Council Work Session/Public Hearing	Materials prepared under Task 2.4; Work session in March/April 2018	Comments submitted w/in 2 weeks of meeting	2/in 2 weeks of receipt of staff comments	Presentation of revised draft at public hearing	
3.4: Floating meeting	N/A			Timing TBD	
3.5: Final DDC	N/A	N/A	Submitted within 3 weeks of receipt of staff comments	N/A	

EXHIBIT B

3/22/2017

Task	Clarion submits staff draft	Staff Review City submits consolidated, written comments	Clarion delivers revised, public draft	Clarion attends presentation meetings	Comments
3.6: Final summary PPT	N/A	N/A	Submitted concurrent with Final DDC	N/A	

Certificate Of Completion

Envelope Id: 939841CE2E0E4EA780A96C7E43E4C16A	Status: Completed
Subject: Please DocuSign: 5053- Clarion Associates-Amendment #2.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jody Word
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	jody.word@cityofdenton.com
	IP Address: 129.120.6.150


Record Tracking

Status: Original 4/28/2017 7:46:16 AM	Holder: Jody Word jody.word@cityofdenton.com	Location: DocuSign
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Signer Events

Matt Goebel, AICP
mgoebel@clarionassociates.com
Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

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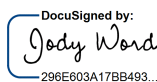
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Electronic Record and Signature Disclosure:
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Jody Word
jody.word@cityofdenton.com
Buyer
City of Denton
Security Level: Email, Account Authentication (Optional)

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296E803A17BB493...

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Carbon Copy Events

Status

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Shandrian Jarvis
Shandrian.Jarvis@cityofdenton.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

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Carbon Copy Events		Status	Timestamp
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		COPIED	Sent: 4/28/2017 9:09:09 AM
Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		COPIED	Sent: 4/28/2017 9:09:09 AM
Notary Events		Timestamp	
Envelope Summary Events	Status	Timestamps	
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Certified Delivered	Security Checked	4/28/2017 9:09:09 AM	
Signing Complete	Security Checked	4/28/2017 9:09:09 AM	
Completed	Security Checked	4/28/2017 9:09:09 AM	
Payment Events		Status	Timestamps
Electronic Record and Signature Disclosure			

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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: kevin.gunn@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 kevin.gunn@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..

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- ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US 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">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

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