

**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**Lewisville 2035 Vision Plan**

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Freese & Nichols, Inc., a Texas-based corporation authorized to conduct business in Texas (the “Consultant”), to perform professional services in connection with the Lewisville 2035 Vision Plan (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

**1. PROJECT. The Project is described as follows:**

The City of Lewisville has engaged the Consultant to prepare a Comprehensive Plan consistent with state and national best practices. This includes facilitation of stakeholder engagement and community input in support of the creation of a community vision and a Vision Plan that includes strategies and recommendations related to housing, land use, and other focus areas identified by the community. This understanding is operationalized in the scope of services provided below.

**2. SCOPE OF SERVICES.**

Please see Attachment “B” for the Scope of Services for this Agreement.

**3. PRIORITY OF DOCUMENTS.** The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:

- A. This Agreement
- B. The City’s Insurance Requirements, attached hereto as Attachment “A”
- C. The Consultant’s Proposal, attached hereto as Attachment “B”

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Attachment “A”, followed by Attachment “B” shall prevail in the order listed. **Any preprinted or standard terms and conditions or conditions of sale incorporated into Attachment “B” by reference are hereby declared void by agreement of the Parties.**

**4. COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$537,500.00.

Invoices shall be submitted by cover letter from the Consultant. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

5. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the Agreement, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Certificates of insurance must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
6. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon, in writing, by the City and the Consultant.
7. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
8. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT’S**

**LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

9. **TERM.** The term of this Agreement (“Term”) shall begin upon execution of this Agreement by both parties, and [shall continue for a term of 18 months. The Agreement may be renewed by written agreement of the parties for up to one (1) additional twelve-month period (“Renewal Terms”), under the terms and conditions outlined herein, or as they may be amended. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City’s authorized department contract representative and the Purchasing Manager or their designee may approve changes to the schedule set forth in Attachment “B”-Project Schedule, so long as the date of final completion of the Project does not extend more than one year past the date the City issues the Notice to Proceed as set forth in Attachment “B” – Project Schedule.
10. **TERMINATION.** This Agreement may be terminated with or without cause at any time prior to completion of the Consultant’s services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 6, 7 and 8 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
11. **CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
12. **INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
13. **ADVERTISING.** Consultant shall not advertise or publish, without the City’s prior written consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
14. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall

be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Consultant, to: Freese & Nichols, Inc  
Attn: Wendy Bonneau, FAICP  
12770 Merit Dr, Suite 900  
Dallas, TX 75251

If to City, to: City of Lewisville  
Attn: Earl S. Whitaker, Purchasing Manager  
151 W. Church Street  
Lewisville, Texas 75057

15. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
16. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
17. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
18. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
19. **PROTECTION OF RESIDENT WORKERS.** The City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Agreement. The audit will be at the City's expense.
20. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure

that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the Agreement with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate the Agreement with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

21. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
22. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
23. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
24. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
25. **FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy,

war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

- 26. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding their compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

- 27. PRESERVATION OF CONTRACTING INFORMATION.** In accordance with Section 552.372 of the Texas Government Code, if this Agreement has a stated expenditure of, or will result in the expenditure during the City's fiscal year of, at least one million dollars (\$1,000,000.00) in public funds for the purchase of goods or services by the City, the Consultant shall:

- A.** preserve all contracting information related to this Agreement for the duration of this Agreement;
- B.** promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Consultant on request of the City; and
- C.** on completion of this Agreement, either:
  - i.** Provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Consultant, or
  - ii.** Preserve the contracting information related to this Agreement as follows:
    - a.** Construction projects: permanently
    - b.** All other projects: four (4) years following completion of the Agreement.

For the purposes of this section, “contracting information” shall have the meaning given in Section 552.003 of the Texas Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 28. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- 29. TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.
- 30. TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant affirms that execution of this Agreement serves as written verification that Consultant (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

- 31. TEXAS GOVERNMENT CODE CHAPTER 2275.** Pursuant to Texas Government Code Chapter 2275, Consultant verifies it is not:
- (a) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
    - (i) individuals who are citizens of China, Iran, North Korea, Russia, or other designated country, as that term is defined in Texas Government Code Section 2275.0101; or
    - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China,

Iran, North Korea, Russia, or a designated country, as that term is defined in Texas Government Code Section 2275.0101; or

- (b) headquartered in China, Iran, North Korea, Russia, or other designated country.

The City may terminate this Agreement immediately without any further liability if the City determines, in its sole judgment, that Consultant has not provided accurate information in response to this section. This section is not applicable if the Agreement does not grant the Consultant direct or remote access to or control of critical infrastructure as defined in the Texas Government Code section 2275.0101, except as specifically allowed by the City for product warranty and support services.

- 32. TEXAS GOVERNMENT CODE CHAPTER 2276.** Pursuant to Texas Government Code Chapter 2276, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

- 33. WAIVER.** The City's failure to act with respect to a breach by Consultant does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 34. SEVERABILITY.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 35. ENTIRE AGREEMENT.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
- 36. NO OBLIGATION.** The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Consultant. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

37. **CERTIFICATION OF EXECUTION.** The Consultant and the person or persons signing and executing this Agreement on behalf of the Consultant, or representing themselves as signing and executing this Agreement on behalf of the Consultant, do hereby warrant and certify that this Agreement has been approved by appropriate action of the Consultant, and that the person or persons signing and executing this Agreement have been duly authorized by the Consultant to sign and execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all terms and conditions herein set forth.
38. **CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF LEWISVILLE, TEXAS**  
Approved by the Lewisville City  
Council \_\_\_\_\_

**CONSULTANT**  
**Freese & Nichols, Inc.**

By: \_\_\_\_\_  
Claire Powell, City Manager

By: Wendy Bonneau  
Wendy Bonneau, Principal

Date: \_\_\_\_\_

Date: April 4, 2025

Attest: \_\_\_\_\_  
Jennifer Malone, Acting City Secretary

Attest: Pam Fordtran

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**CITY OF LEWISVILLE  
VISION 2035 PLAN  
SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**

ARTICLE I

**BASIC SERVICES: Freese and Nichols, Inc. (FNI)** shall render the following professional services to the **City of Lewisville (Client)** in connection with the development of the Vision 2035 Plan.

PROJECT UNDERSTANDING

The City of Lewisville (City) has engaged Freese and Nichols (FNI) to prepare a Comprehensive Plan consistent with state and national best practices. This includes facilitation of stakeholder engagement and community input in support of the creation of a community vision and a Vision Plan that includes strategies and recommendations related to housing, land use, and other focus areas identified by the community. This understanding is operationalized in the scope of services provided below.

SCOPE OF SERVICES

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document. The result will be a professional plan document containing all the information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

This document also contains the scope of work for subconsultant, Rayo Planning.

**PROJECT ASSUMPTIONS:**

1. The City will appoint a contact person to work with FNI and to act as an intermediary between the consultant, city, county and state government staff persons, and stakeholders as required. FNI will take primary direction related to the process and deliverables from this City-appointed contact person.
2. The City will coordinate project contacts, meetings and the transfer of necessary information from the City and other organizations/entities to FNI as necessary for this effort.
3. The City will coordinate arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholders, focus group and community outreach events. FNI will assist with the creation of outreach materials to be used in advertising.
4. The City will provide information from all previous and current studies and projects (as available) that may affect the outcome of this plan. This information will be provided in digital format when possible and available. A list of previous and current studies and projects will be discussed at the project kickoff meeting.
5. The City will provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS, as available.

6. Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document and as determined by the project workplan or schedule.
7. This scope identifies a specific number of meetings. Any addition to that number of meetings will be considered a change in scope and may increase the project cost from the noted fee.
8. Upon conclusion of the project, all deliverables from FNI will be provided electronically in the native format in which they were prepared as well as PDF format.
9. The plan will be prepared using Adobe InDesign, unless otherwise agreed upon at the outset of the project.
10. All the mapping created by the Consultant will be prepared using ESRI's ArcGIS software and other necessary rendering software.

## **SCOPE OF SERVICES:**

### **Project Management and Quality Control**

FNI will perform general project management, communications and quality assurance throughout the project to control project quality, timeline and budget for the scoped period of completion.

### **Task 1: Public Involvement & Community Outreach**

Public involvement and community outreach tasks will be completed throughout Work Phases 1-6 as outlined in the project schedule agreed upon by all parties during Work Phase 1.

#### Task 1a: Public Involvement Plan

- After the Initiation Meeting, FNI will attend two (2) additional virtual meetings with the City to refine and finalize the Public Involvement Plan. FNI will assist the City to develop a Public Involvement Plan to outline goals, target groups, vehicles for communications, schedule, meetings, and provide brand assistance. Engagement and outreach will happen throughout all project work phases. The City will be responsible for identifying key stakeholders and organizing committee members.

#### Task 1b: Project Website

- FNI will create and maintain a public facing website or GIS Storymap specifically for this project to serve as a one stop shop for project information, posting of public documents and videos, and host online engagements, such as a comment pin map. Upon completion of the project, the City will be responsible for hosting any information they wish to carry forward past project completion.
- If the City determines that they want to use a third party for website creation and hosting, FNI will work with that team and provide website updates and materials as required.

#### Task 1c: Public Survey

- FNI will develop an online survey to poll residents on questions relevant to the Plan as agreed to by the City. FNI will generate and host an online community survey on the project website. FNI will work with the City to develop the survey questions considering appropriate participation length and applicability of the questions to the project work. The survey questions will attempt to identify the community's vision, issues, opportunities, needs, key desires, and preferred priorities from the community.
- FNI will provide a survey link to the City, and the City will be responsible for promoting the

survey through a variety of channels including the City website and social media.

- This does not include a statistically valid survey, if desired, an outside survey firm could be brought in for an additional cost.

Task 1d: Steering Committee and Sub-Committees (in person, 10)

- A Vision 2025 Steering Committee will be established by the City to guide the creation of the Vision 2035 Plan. This body will break into multiple sub committees or working groups that will be involved in neighborhood outreach activities and public workshops as well as meet to explore, direct and confirm strategies and recommendations. The FNI team will attend and facilitate up to ten (10) meetings with the Steering Committee and sub-committees. The City will be responsible for identifying and organizing Committee members, contacting and coordinating Committee participants, and providing meeting facilities. Beyond the 10 meetings noted for the consultant team, City staff will assist with supporting the work of the sub-committees.

Task 1e: Neighborhood Outreach

- Neighborhood Outreach will be a joint effort between FNI, Rayo Planning and City staff. Community outreach events will be conducted throughout the process to allow residents to respond to draft deliverables and provide input and feedback that influence the outcomes and recommendations of the Plan.
- Potential outreach and engagement events will be outlined and agreed upon in the Public Involvement Plan, but these may include activities with community organizations, boards and commissions, LISD and others. To remain flexible and agile throughout the neighborhood outreach process, this scope is considered flexible and subject to change, so long as the effort is agreed upon by all parties and remains within the allocated budget amount for community outreach.
- The subconsultant, Rayo Planning, will complete their work under this task (see below for their scope of work).

Task 1f: Community Town Halls (in person, 4)

- During the work phases outlined below in Tasks 4-7, a community town hall event will take place to allow opportunities for the community to come together, discuss and deliberate the Big Issues, Big Moves, Big Ideas, and Big Achievement.

**Task 2: City and Client Meetings**

City and client meeting tasks will be completed throughout Work Phases 1-6 as outlined in the project schedule agreed upon by all parties during Work Phase 1.

Task 2a: Bi-weekly Progress Meetings (virtual, 39)

- FNI will facilitate bi-weekly meetings with the City staff team to discuss progress, process and project needs.

Task 2b: Kickoff Meeting (in person, 1)

- The Consultant will attend one kick-off meeting with the City. Following, the Consultant and the City will participate in a site tour of key areas in Lewisville.

Task 2c: Council Briefings (in person, 2)

- FNI will attend two City Council meetings during the process to provide a briefing related to project updates and progress as well as seek feedback from Councilmembers.

Task 2d: Adoption Meetings and Events (in person, up to 4)

- FNI will attend one (1) meeting for the presentation, consideration and recommendation of the Plan by Planning & Zoning Commission
- FNI will attend up to two (2) meetings for the presentation, consideration and adoption of the Plan by City Council.
- Following the Vision 2035 Plan's adoption, the Consultant will attend one (1) conclusion meeting which may be in conjunction with a City event or celebration.

**Task 3: Work Phase 1 // Project Initiation**

Task 3a: Project Setup

- FNI and their subconsultants will generate/refine a project workplan and schedule, deliverables and document outline, and Public Involvement Plan.

Task 3b: Initiation Meeting (virtual)

- FNI will facilitate a project initiation conference call with City staff. The purpose of the meeting will be to review the project setup items noted in Task 3a and discuss other necessary expectations and protocols for all parties to be aware of at the outset of the project, including projects scope, schedule, communication, expectations, deliverables, and City and Consultant tasks.
- Additionally, this meeting will discuss FNI's preliminary understanding of the City's needs and any other existing plans and facilities or key information FNI should be aware of.

Task 3c: Data Request

- FNI will generate a data request for the City to begin gathering and providing the necessary information to conduct the project.

Task 3d: Document Template and Layout

- FNI will create a document template for the Plan. The plan template will utilize logos, colors, fonts, and other branding standards provided by the City, as the basis for the Plan template.

**Task 4: Work Phase 2 // BIG ISSUES**

Task 4a: Context Analysis

- The Consultant will review, analyze and document existing conditions in Lewisville. This includes review of earlier plans and studies provided by the City, with emphasis placed on the most recent plans and those found most relevant by the City.

Task 4b: Baseline Analysis

- Other existing conditions to be reviewed may include but not limited to global trends, national trends, regional trends, history, economics, demographics, historic population and growth trends, existing land uses, municipal boundaries and regulatory controls, and physical features for Lewisville in the region.

**Task 5: Work Phase 3 // BIG IDEAS**

## Task 5a: Draft Vision and Guiding Principles

- FNI will develop a vision statement and 3-5 guiding principles based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback that led to the creation of the guiding principles.

## Task 5b: Future Scenario Planning

- FNI will facilitate exploratory scenario planning, using the Big Issues that are causing challenges in the present as well as identifying future driving forces of change and additional issues that may arise. These issues and changes will be translated into futures, or scenarios, for the City. A preferred future or scenario can then be identified by the community that the City should be working towards.

## Task 5c: Identification of Big Ideas

- Once a preferred future is identified, responses or Big Ideas can be discussed and identified that address issues or contribute to the realization of the preferred future scenario.

**Task 6: Work Phase 4 // BIG MOVES**

## Task 6a: Identification of Big Moves

- FNI, along with the City and Community, will explore solutions to address the Big Ideas from Task 5, which will become the Big Moves.

## Task 6b: Recommendations

- FNI will fill out objectives, strategies and necessary background details or data so support each Big Move.
- A generalized Land Use Plan will be developed in partnership with the City's Planning Director to support their day-to-day work needs.

**Task 7: Work Phase 5 // BIG ACHIEVEMENT**

## Task 7a: Implementation Plan

- Based on community and City staff feedback, strategies and action items from the Big Moves will be summarized into an implementation action plan. The action plan will be provided in a matrix format including applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritization with appropriate time periods.

**Task 8: Work Phase 6 // Adoption & Finalization**

## Task 8a: Executive Summary

- FNI will generate an Executive Summary that can easily be translated into multiple languages.

## Task 8b: Draft Plan

- FNI will update the draft document based on feedback received up to this point, both from the community and client, and will compile a **full draft plan** for review by City staff, including the

Executive Summary and appendices.

- FNI will undertake one round of revisions to the draft plan based on staff comments, the client shall provide consolidated comments using a comment log provided by FNI. This will then serve as the ***final draft plan*** for adoption consideration.

#### Task 8c: Finalization of Deliverables

- After the first Council adoption meeting, the Client will provide consolidated final comments using a comment log provided by FNI.
- FNI will revise the plan and provide a ***final document***. At this point, it is assumed that the plan adoption is on consent for a second City Council reading, if required.
- FNI will provide the City with the following deliverables:
  - Digital PDF version of the final plan document, which can be used in a variety of ways by the city, including web and print.
  - Digital download link containing all working electronic files for the report, including the packaged InDesign files, digital versions of all charts, tables, maps, graphics, etc, GIS shape files, and other electronic data developed during the planning process.

#### TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of the contract agreement and will complete the services within ***18 months*** from notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client reviews, delays on the flow of information to be provided to FNI, delays in scheduling engagements, stakeholder focus groups and adoption meetings, etc. These delays, if significant, may result in an adjustment to compensation as outlined in this contract agreement.

#### COMPENSATION:

FNI shall perform professional services as outlined in the "Scope of Services" for a ***lump sum fee of \$537,500***. All project and subconsultant expenses are included.

#### ADDITIONAL SERVICES:

Additional Services that could be performed by FNI to support this effort, which are not included in the above-described basic services or fee, are outlined below. These additional services would require additional fee and may impact project schedule and therefore require additional Client approvals and contract amendments to be executed, if desired.

- **Additional Meetings and Engagement**

Additional in person or virtual meetings beyond those described above, including meeting preparation, materials, expenses and meeting facilitation.

- **Economic Development and Market Analysis**

Tasks related to trade areas, socioeconomic and market data and economic indicators or economic development beyond typical planning level economic discussions.

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Client's Designated Representative – Richard E. Luedke, AICP  
Planning Director  
P.O. Box 299002  
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Client's Accounting Representative – David Erb  
Director of Finance  
P.O. Box 299002  
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972-219-3775  
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FNI's Designated Representative – Wendy Bonneau, FAICP  
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FNI's Accounting Representative – Stephanie Kirchstein  
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## **Proposal for a Latine/Hispanic Outreach and Engagement Plan: *Somos Lewisville***

### **Overview**

The “Somos Lewisville” (We Are Lewisville) is a comprehensive outreach and engagement plan designed to foster trust, build relationships, and promote inclusive participation in city programs, services, and initiatives. This effort can complement the City’s efforts to update its Vision Plan.

### **Targeted Approach**

In the City of Lewisville, there are five Census Tracts with a predominant Latine/Hispanic population: 216.19, 216.45, 217.39, 217.44, 217.45 (ACS 2023 5-Year Estimates). The following plan prioritizes engaging within and near these Census Tracts.

### **Objectives**

1. **Increase Awareness:** Ensure the Latine/Hispanic community is informed about city resources, events, and opportunities.
2. **Build Trust:** Establish meaningful connections and pathways of communication through culturally competent outreach and engagement.
3. **Enhance Participation:** Strengthen the Latine/Hispanic community to actively engage in civic processes such as: town halls, committees, and planning efforts.
4. **Develop Partnerships:** Collaborate with local organizations, businesses, and leaders within the Latine/Hispanic community to amplify outreach efforts.

### **Expected Outcomes**

1. Improved communication and understanding between the city and Latine/Hispanic stakeholders, defined as, but not limited to, residents, business owners, religious leaders, and others.
2. Increased feedback and participation from Latine/Hispanic stakeholders.
3. Enhanced sense of belonging and representation among Latine/Hispanic stakeholders.
4. Collect data (quantitative and qualitative) to inform the city’s programs, services and initiatives.

### **Timeline**

#### **Phase 1 (Months 1-2)**

- Participate in bi-weekly progress calls
- Gather data and information pertinent to the targeted area
- Learn about the city’s policies and practices
- Confirm the project work plan and schedule
- Project initiation meeting
- Kickoff meeting & city tour

#### **Phase 2 (Months 3-4): Establishing Connections**

- Prioritize establishing community touchpoints by sharing general city resources, raising awareness of the Vision Plan, FNI’s vision survey and emphasizing the importance of participation.



- Create a stakeholder survey for the one-on-one meetings and utilize the collected preliminary data to help inform the general survey for Phase 2 design by FNI.
- Maintain a database to track stakeholder touchpoints, contact information, and leads, ensuring consistent engagement and outreach efforts.
- Meet with and schedule one-on-one meetings with property managers, school principals, local business owners, church leaders, and other relevant stakeholders identified during this phase.
- Initial Stakeholder List:
  - Property managers: Barrow Apartments, Oaks of Lewisville Apartments, Northwood Manufactured Home Community, Highland Acres mobile homes, and Eagle Ridge mobile homes.
  - Schools: Lakeland Elementary School
  - Local businesses: Street Dreams Llantera, Camarillos Tire Shop, Antonio's Auto Repair, Fiesta Mart, Michoacana Meat Market, Los Alisos Mexican Restaurant, and Taqueria la Calendaria.
  - Religious institutions: Iglesia Bautista Fundamental and Our Lady of Lebanon Catholic church.
- Begin recruiting Vecinos ("neighbors")—a volunteer program offering opportunities to develop leadership skills and receive relevant training to help steward this plan. This initiative will involve curating a leadership curriculum to develop this program. City staff will be invited to participate and will receive training to continue with the program, if desired.

**Phases 2/3 (Months 5-6): Start Developing Grassroots Groups (soft launch)**

- To build rapport and familiarity, consistent visibility is essential. Begin tabling at schools, grocery stores, churches, and apartment complexes/mobile home communities. These tabling events will serve as the launch for the survey mentioned in Phase 2 by the FNI team, while also sharing general city resources, spreading awareness of city events, and incorporating fun activities. Volunteers and/or Vecinos recruited in Phase 1 will also be invited to participate, ideally those who have a vested interest in the areas where we are tabling (e.g., tenants).
- Towards the end of Phase 2, host the first listening session for each relevant stakeholder group identified in Phase 1. The goal is for these sessions to help identify core group members who will form a grassroots group. For example, one convening will focus on automotive businesses, where we'll hear directly from them and invite a leader from the [Automotive Association of Oak Cliff \(AAOC\)](#) to serve as their advisor.
- Strategize with the Vecinos on relevant city-wide events to increase Latine/Hispanic engagement.

**Phases 4/5/6 (Months 7-18): Community-wide Events & Formalizing Grassroots Groups**

- Launch 2-3 community-wide events with guidance from the Vecinos and other relevant stakeholders. Some initial ideas include plaza parties at commercial hubs, such as the Michoacana Meat Market location, co-hosted events at churches and schools, 'A Day of Latin America in Lewisville,' and block party events. These events will serve as an alternative way to host listening sessions and gather community input.
- Convene monthly with each grassroots group to learn about their unique vision, needs, goals, and aspirations. Introduce the concept of formalizing the group to establish



communication, local influence, and visibility. Each month's meeting will follow the focus area from FNI's scope i.e., Big Moves.

- At the conclusion of the Vision Plan update, host a graduation celebration for the Vecinos.

### **Conclusion**

This plan will position the City of Lewisville as a leader in innovative engagement and outreach while strengthening its relationship with the Latine/Hispanic community. By investing in these initiatives, the city ensures all residents feel valued and strengthened to contribute to the community's growth.