

PROFESSIONAL SERVICES AGREEMENT

for

OLD TOWN BRAND IMPLEMENTATION

The City of Lewisville, Texas (the “City”), hereby engages Tonic3 (the “Consultant”), to perform professional services in connection with Old Town Brand Implementation (the “Project”).

I. PROJECT AND SCOPE OF SERVICES. The Project is intended to drive awareness, consideration, and engagement of Old Town Lewisville among potential visitors, residents, businesses, and investors. The scope of services for the Project is described in Consultant’s proposal, attached to this Agreement as Exhibit B, with key first-year objectives as follows:

- A. **Brand Immersion and Planning:** Train city staff, marketing vendors, and Old Town stakeholders on intent and application of the Old Town Brand.
- B. **Add External Marketing Resources:** Assist the City in identify and integrating third-party vendors to assist with portions of the Project as needed.
- C. **Create a New Old Town Lewisville Website:** This includes programming, navigation, and design; City staff will provide content.
- D. **Create Augmented Reality Experience:** This includes developing a mobile application that provides an augmented reality experience for historical features, public art, and current and future development.
- E. **Adapt or Create Marketing Assets:** This includes applying the Old Town Brand to printed and digital materials, either current or proposed, with professional advice on content and placement.
- F. **Brand Launch:** This includes advice and direction on wayfinding signage, banners, gateways, and supporting marketing campaign and events.

II. TERM.

This Agreement shall remain in effect for 12 calendar months starting with the date of execution. It will be extended an additional 12 months unless either party gives written notice of intent not to extend at least 60 calendars days prior to the end of the first 12-month term.

III. COMPENSATION.

Work performed during the first 12 months of this agreement shall not exceed \$166,200.00 unless advance written approval is received from the City. Work performed during the second 12 months of this agreement shall not exceed \$129,000.00 unless advance written approval is received from the City.

Tonic3 will present invoices for time and materials monthly in arrears based on actual hours worked. 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 actual work completed. 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.

- III. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Exhibit 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. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- IV. 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 there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- V. 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.
- VI. 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.

- VII. TIME OF COMPLETION.** A project schedule, shown in Exhibit "B" as "Year 1 (2020) Recommended Activities and Timing" and "Year 2 (2021) Recommended Activities and Timing", with completion times for individual project items outlined throughout, is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- VIII. TERMINATION.** This Agreement may be terminated 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 V, VI, and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. 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.
- X. 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.
- XI. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XII. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville 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 Contract Documents 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 Contract Documents. The audit will be at the City's expense.

- XIII. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville 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 contract 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 a contract 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.
- XIV. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XV. SUCCESSORS AND ASSIGNS.** 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 party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XVI. 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 of Lewisville 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, must be filed with the City

Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its 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 of Lewisville to comply with the filing requirements of Chapter 176.

XVII. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (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.

XVIII. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor 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.

XIX. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

SIGNATURE PAGE FOLLOWS

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City Council

TONIC3

By: _____
Donna Barron, City Manager

By: Joe Edwards, CEO

Date: _____

Date: 2/20/2020

Attest: _____
Julie Worster

Attest: 

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

EXHIBIT A
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Veterinarians, and Medical Doctors.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All coverages except Professional Liability
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability and / or Errors and Omissions

“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR 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/CONTRACTOR’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, 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/CONTRACTOR 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.



OLD TOWN LEWISVILLE BRANDING ROLL-OUT PROPOSAL

JANUARY 22, 2020



BRANDING ROLL-OUT INITIATIVE GOALS

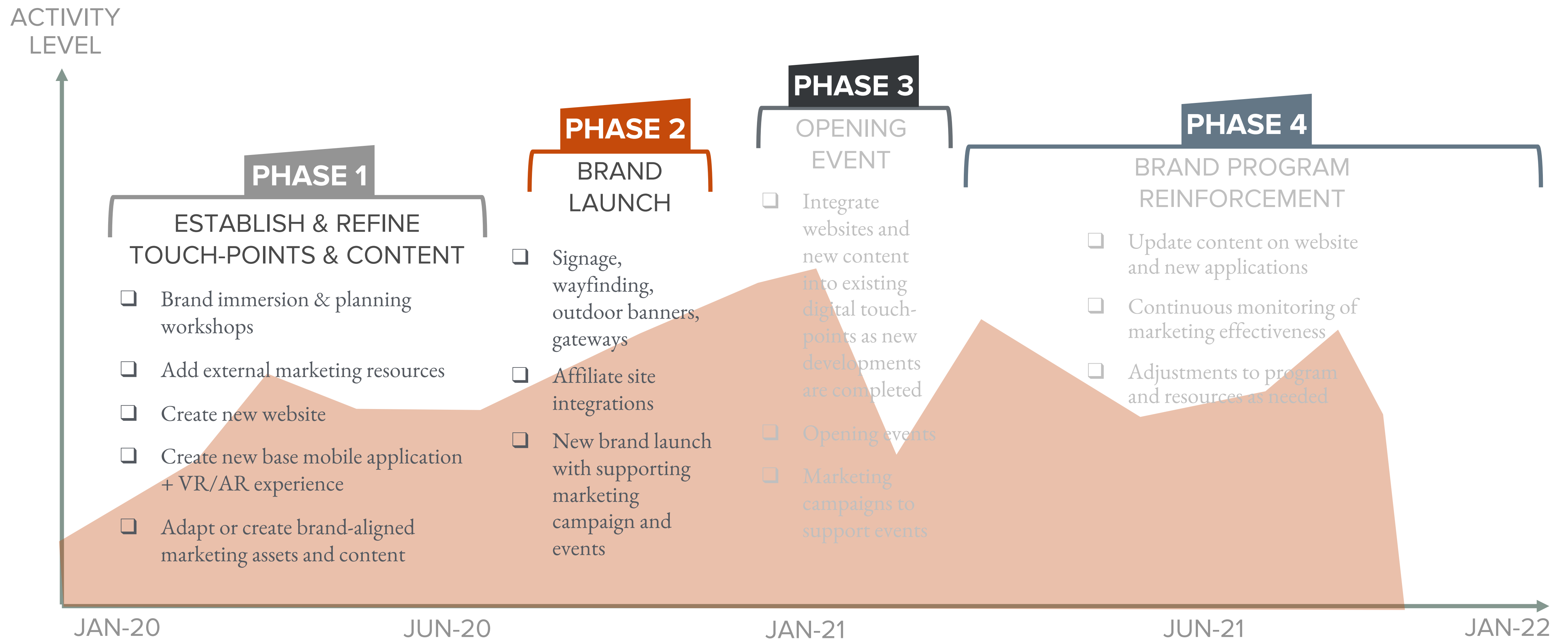
Drive **awareness, consideration and engagement of Old Town Lewisville** among potential

- Visitors and residents
- Business owners and investors

Create marketing strategy, digital infrastructure, and resourcing recommendations for the next 2 years

- **Year 1:** Create key touch-points, launch brand identity, brand engagement hooks
- **Year 2:** Establish foundational marketing program

YEAR 1 (2020) RECOMMENDED ACTIVITIES AND TIMING

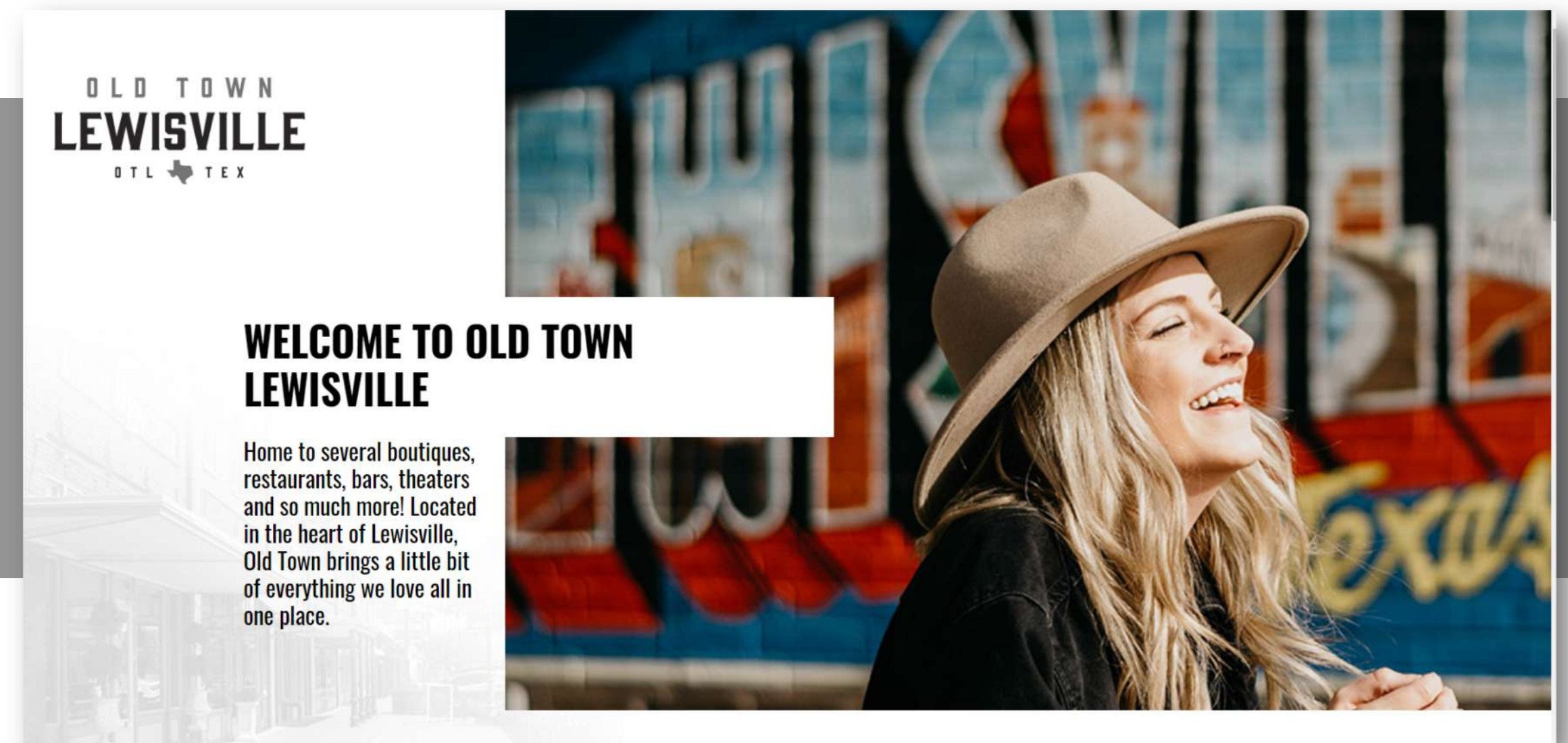


REDESIGN OLD TOWN LEWISVILLE WEBSITE TO LAUNCH BY H1-2020

Deliverable

Incorporate new logo, new brand guidelines, with more interactive, broader range of content to reach and engage a wider audience (non-local, more tech savvy, investors, developers, etc.)

Proposed investment \$30,000-\$35,000

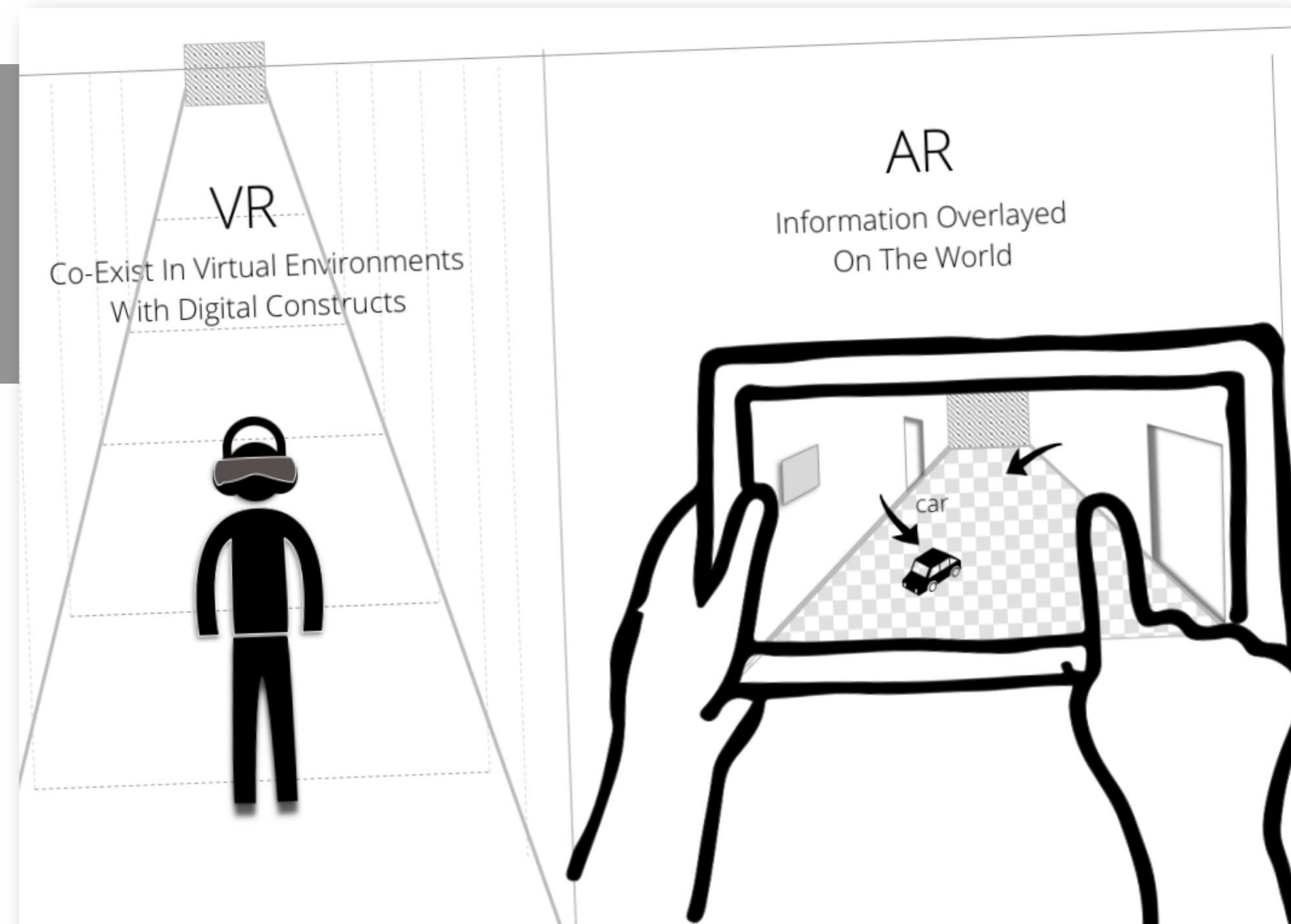


Assumptions:

- WordPress site, minimal customization of pre-existing template
- With hosting and maintenance
- No additional content creation, photography or videography
- 1 senior and 1 junior designer, minor copy writing and development support, basic project management and client coordination
- 8 to 10 weeks to complete
- No usability testing included

RECOMMEND STARTING WITH AUGMENTED REALITY EXPERIENCE TO DRAW PEOPLE IN TO ENGAGE

Because more of the general public will have access to their smart phones, we are recommending a mobile application with an augmented reality (AR) module



NEW MOBILE DELIVERED AR EXPERIENCE TO PROVIDE PROSPECTIVE VISITORS & INVESTORS WHAT TO EXPECT OF OLD TOWN CURRENTLY AND IN THE FUTURE

Proposed investment \$52,000 +
from \$10,000 to \$15,000 per additional module

Deliverable

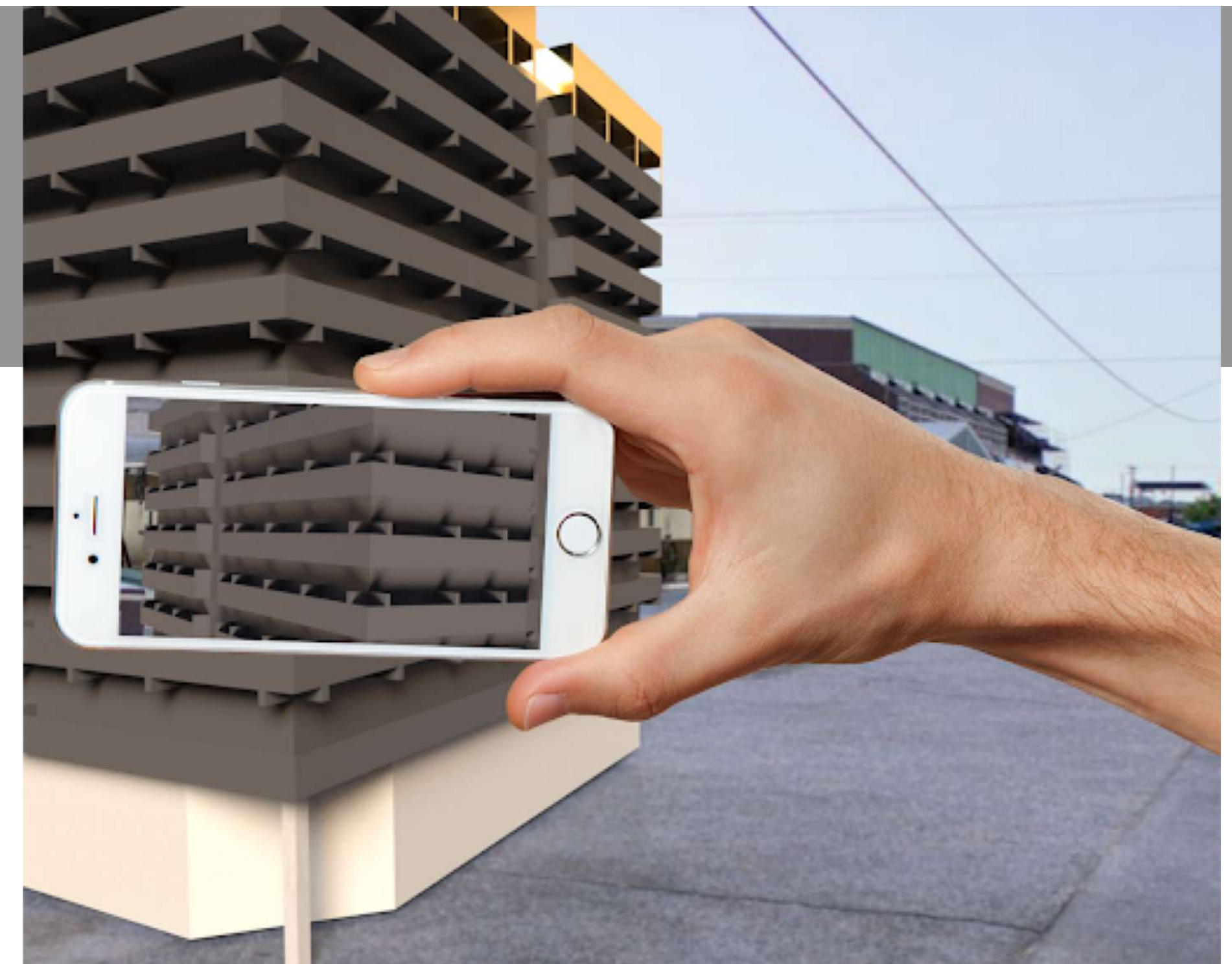
Mobile application would enable greatest audience reach (no need for headset) and first AR module could highlight historical features, unique virtual art or future state of Old Town

Proposed investment for base application

Baseline mobile application (iOS first)	\$40,000
Android version	\$12,000
3-D modeling for 3 experiences (for exteriors only)	\$12,000 to \$24,000
	\$64,000 to \$76,000

Assumptions:

- 1 Senior Developer plus PM support
- 6 - 8 weeks to complete base application without 3-D modeling, additional 2 to 4 weeks for 3-D modeling

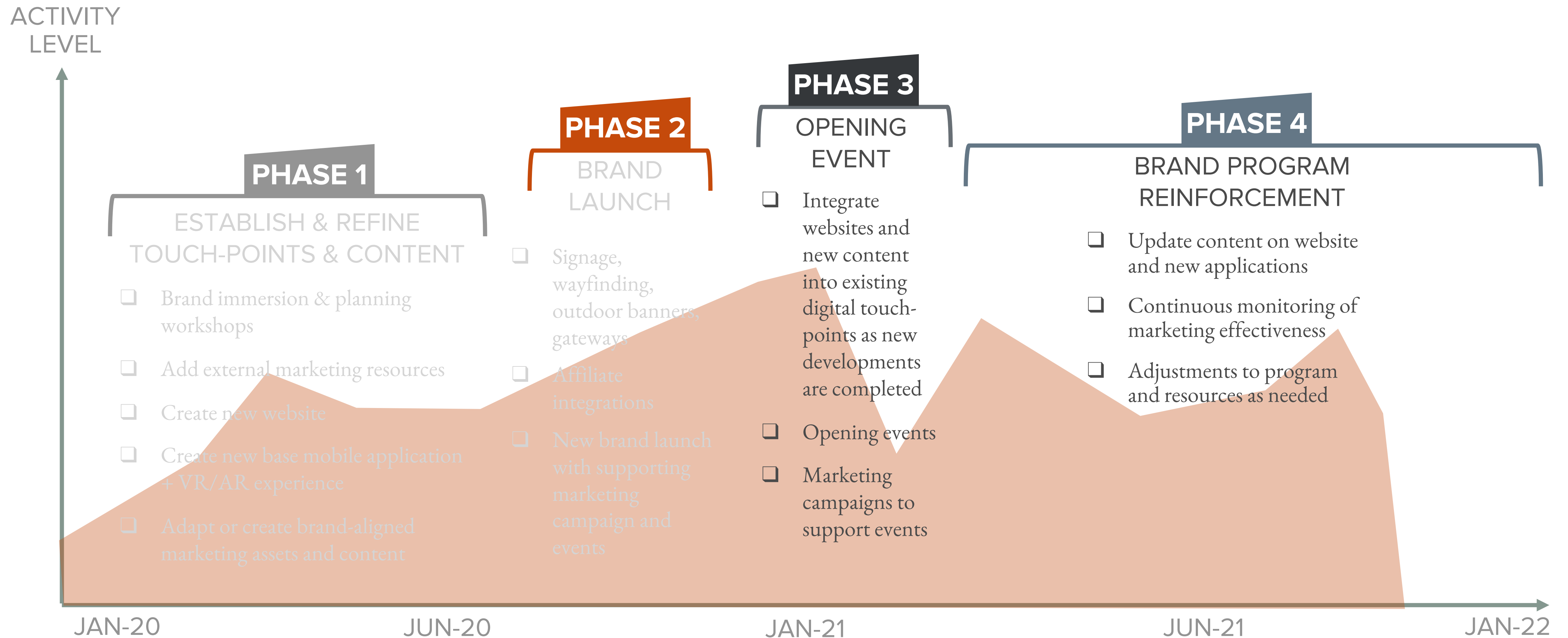


DRIVE PLANNING, STRATEGY, DESIGN, COORDINATION OF MARKETING TEAM AND CAMPAIGNS THROUGH BRAND LAUNCH

ACTIVITIES / DELIVERABLES (IN RECOMMENDED ORDER)		ASSUMPTIONS	\$
1	Brand immersion, alignment & planning workshops	<ul style="list-style-type: none">2-part workshop: part 1 is detailed download of new brand goals / guidelines and review of current work, part 2 is hands-on working / planningTonic3 to facilitate with some designer support hours for new creative concepting	\$4,000
2	Evaluate / add external marketing resources	<ul style="list-style-type: none">Strategic support retainer to determine needs, gaps and evaluate new potential partners over the course of 4 weeks	\$5,200
3	Audit and modify existing ads and marketing to align with new brand goals and guidelines	<ul style="list-style-type: none">Strategy and design support retainer for 4 weeks	\$12,000 - \$15,000
4	Create new content and campaign for general audience (local stories or unique experiences)	<ul style="list-style-type: none">Production direction, management and design (not including copywriting, photography and / or videography) to be completed in 4 weeks	\$15,000 - \$21,000
5	Create new content and campaign for prospecting new businesses, developers and investors (around future vision)	<ul style="list-style-type: none">Production direction, management and design (not including copywriting, photography and / or videography) to be completed in 4 weeks	\$15,000 - \$21,000
6	Design new signage, wayfinding and outdoor banners	<ul style="list-style-type: none">Design support for 1 week and production coordination	\$4,000 - \$6,000
7	Coordinate marketing campaign and provide support to brand launch events	<ul style="list-style-type: none">Strategic marketing and coordination support for 4 weeks	\$7,000 - \$9,000
2020 MARKETING STRATEGY, CAMPAIGN CREATION & COORDINATION TOTAL			\$62,200 - \$81,200

2020 TOTAL (WITH WEBSITE AND NEW APP) = \$132,200 - \$166,200

YEAR 2 (2021) RECOMMENDED ACTIVITIES AND TIMING



IN YEAR 2, MARKETING ACTIVITIES WILL SWITCH INTO REINFORCEMENT AND MAINTENANCE MODE

ACTIVITIES / DELIVERABLES (IN RECOMMENDED ORDER)		ASSUMPTIONS	\$
1	Manage, evaluate and adjust external marketing resources as needed	<ul style="list-style-type: none">Strategic support retainer to evaluate marketing program and partner effectiveness10 months at a lower level, 2 months with more in-depth evaluationMinor program management support	\$45,000
2	Website maintenance and hosting	<ul style="list-style-type: none">Host and monitor security vulnerabilities, make content updates and site functionality adjustments	\$10,000 - \$15,000
3	Mobile, VR/AR application updates and additional modules	<ul style="list-style-type: none">Monthly maintenance / refreshAdditional AR module for iOS and Android*	<ul style="list-style-type: none">\$6,000 - \$9,000\$13,000 to \$17,000 per module*
4	Create new content and campaign (audience and topic TBD)	<ul style="list-style-type: none">Production direction, management and design (not including copywriting, photography and / or videography) to be completed in 4 weeks\$15,000 - \$21,000 per campaignRecommend 2 to 4 new campaigns for the year	\$30,000 - \$84,000
5	Coordinate marketing campaign and provide support to brand launch events	<ul style="list-style-type: none">Strategic marketing and coordination support for 4 weeks\$7,000 to \$9,000 per campaignRecommend 2 to 4 new campaigns for the year	\$14,000 - \$36,000
2021 ESTIMATED TOTAL			\$105,000 - \$189,000

*Notes:

- Not included in total since it will be dependent on how many modules built and these could be funded by other sources.
- Price range per module dependent on 3-D modeling complexity

THE FINE PRINT

- Tonic3 **will only bill for actual costs incurred, hours worked and duly reported to Client** on an agreed-upon frequency.
- Client will be responsible for providing prompt feedback so work can continue in accordance to jointly agreed timeline estimates.
- The City can help the project hit the lower end of estimates through:
 - Timely responses and decision-making
 - Optimizing time spent in workshops to gather information – including ensuring the correct people are involved and fully participate.
 - Limiting the need to reschedule sessions
 - Recording the brand training session so no additional sessions are needed
- Any additional labor or materials requested but not included in the finalized Statement of Work will constitute a change request which must be approved by both parties via a change control process.
- Designated Client employees will be available daily during business hours to provide required information.
- If necessary, Client will provide Tonic3 with a small work area on-site.
- Any client-requested travel out of DFW will be pre-approved by client and costs will be pass-through with no mark-up. If travel time is over 5 hours, hourly costs of 1/2 the hourly rate per resource will be charged for travel time.

THANK YOU!

FOR MORE INFORMATION, CONTACT

JOANNE KOK

JOANNE.KOK@TONIC3.COM



APPENDIX

PERSONA, METHODOLOGY, COMPETITIVE ANALYSIS, COLOR APPLICATION

RECOMMEND A STRATEGY TO DRIVE DEEP ENGAGEMENT AMONG SELECT AUDIENCES, BUT NOT LIMITED TO THE LOCAL AREA

Comparable destinations tout something for everyone



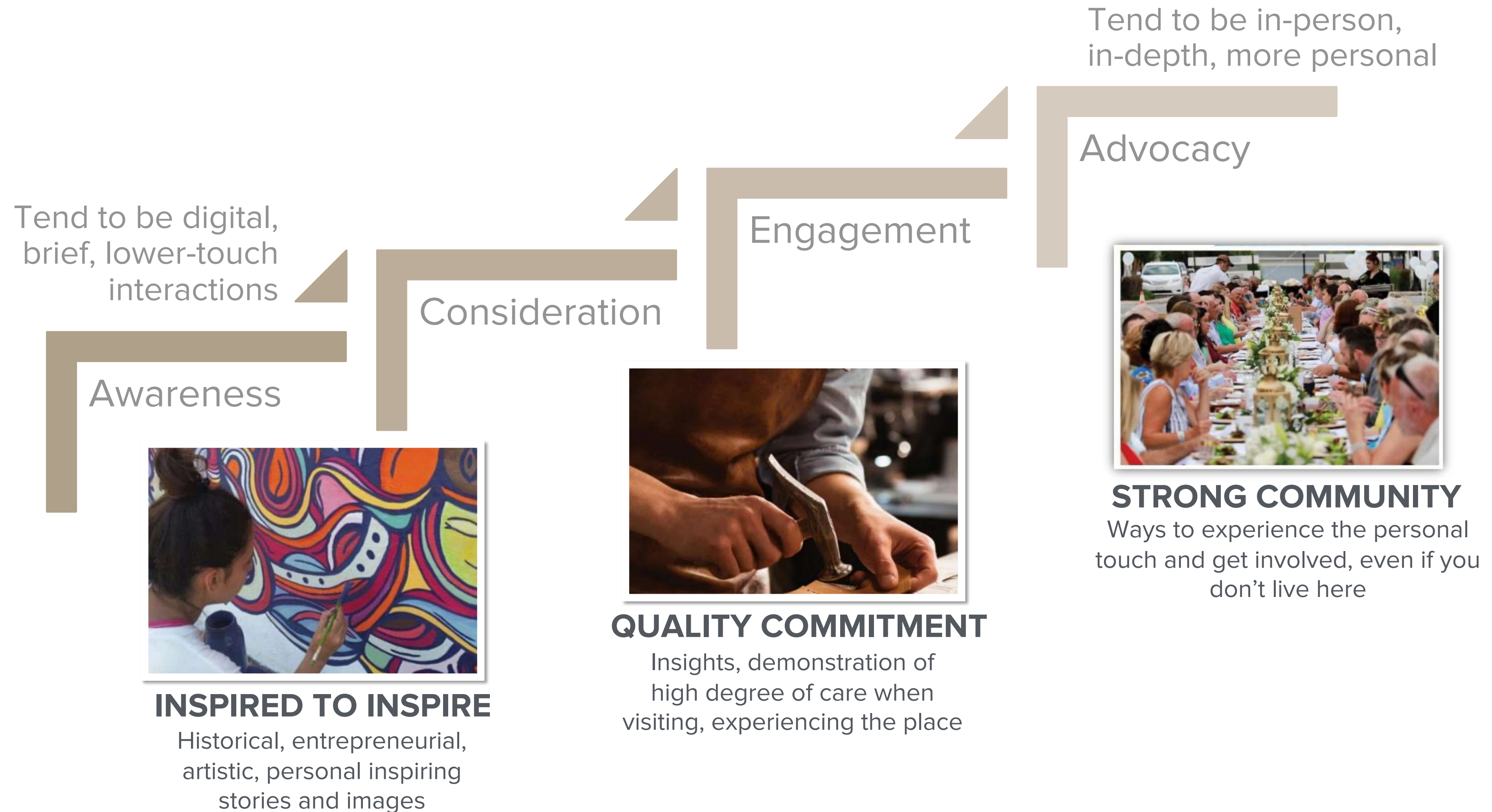
Old Town Lewisville should provide emotionally impactful, personally appealing experiences for desired audiences...

VS.



... in a novel, yet meaningful and authentic way.

TYPICAL AUDIENCE INTERACTION JOURNEY ALIGNS NATURALLY WITH THE REASONS OLD TOWN IS COMPELLING AND UNIQUE



TARGET AUDIENCE & RECOMMENDED MESSAGING EMPHASIS



	1: Shared Experience Seekers	1: Professional Life Wranglers	2: Practical Comfort Creatures
DOMINANT BRAND TONE			
	Inspired to Inspire	Quality Commitment	Strong Community
OLD TOWN OFFERINGS	<ul style="list-style-type: none"> • Novel public art and spaces • Local stories and passions • Enjoyable, rich experiences within easy reach, once multi-unit housing is developed 	<ul style="list-style-type: none"> • Local businesses committed to quality and service at a good price • Experiences that rejuvenate, enrich or leverage interest in local homes • An accessible urban oasis 	<ul style="list-style-type: none"> • Places and experiences that are comfortable, unpretentious, affordable • Local parks and recreational activities, good value for money
GAPS TO CLOSE	<ul style="list-style-type: none"> • Lack of options in nightlife, fast casual restaurants, multi-unit housing • Low awareness and familiarity 	<ul style="list-style-type: none"> • Greater breadth of options • Quality and value must be criteria for future businesses and developments 	<ul style="list-style-type: none"> • Good \$ value is KEY • Special deals packages



| Recommendations

BUT POTENTIAL VISITORS AND RESIDENTS AREN'T THE ONLY AUDIENCE TO CONSIDER

Old Town's success lies in attracting the attention, investment and steady support of a community of investors, developers and businesses.

Their dollars, effort and creativity is what will build the places and create the experiences to draw people here.

Brand building and communications programs should actively work to engage these stakeholders sooner rather than later.

NEW MARKETING ASSETS SHOULD BE INSPIRING, EXUDE A SENSE OF QUALITY AND WARMTH IN ALIGNMENT WITH BRAND PILLARS

BEFORE



effect

While the intent is to entice the reader with the artful plating, the imagery does not convey anything unique or a sense of the atmosphere and the text is purely factual, not persuasive.

RECOMMENDATION

key changes

imagery	color	more compelling	call to action
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Desired effect

With more compelling imagery and a clear story about the care and quality taken in preparation, this becomes a clear example of what to expect in an Old Town Experience.

ALONG WITH NEW LOGO REVEAL, HIGHLIGHT DIFFERENT ASPECTS OF OLD TOWN

FEATURING: PUBLIC ART

idea

Highlight key investments in public or community-driven art with eye-catching photography in a campaign with prominent physical and digital placements

| Phase 2: Potential Campaigns

OPPORTUNITY TO HIGHLIGHT OLD TOWN'S UNIQUE FEATURES WITH FRESH IMAGERY

FEATURING: HISTORICAL LANDMARKS

idea

Feature unique perspectives of key buildings throughout Old Town that have historical value, noteworthy notoriety, painstaking restorations or new re-interpretations of past landmarks as part of an artistic poster series.

These could also ultimately become icons for a future visual system for different sub-neighborhoods.



| Phases 2 through 4: From Brand Launch through Reinforcement

LEVERAGE LOGO'S IN MEMORABLE AND PERSONAL USES, SO
BRAND ADVOCATES CAN SPREAD AWARENESS AS WELL



EACH COMPLETED DEVELOPMENT IS AN OPPORTUNITY TO ILLUSTRATE POSITIVE ACTIVITY AND REINFORCE BRAND VALUES

FEATURING: THE PATIOS (FRISCO)



idea

“...a new experiential destination will be inviting Southern comforts from the inside, out. ...The Patios is all about creating a welcoming atmosphere that becomes not just a place, but an experience.”

Since developers will be looking for ways to advertise their developments in order to fill occupancy, this is an opportunity for co-funding support.