



Town of Highland Park, Texas
TOWN COUNCIL STUDY SESSION
AGENDA

8:00 AM
June 17, 2025

4700 Drexel Drive Highland Park, TX 75205
Executive Conference Room, Second Floor

I. CALL TO ORDER

II. PUBLIC COMMENT

This portion of the agenda is the public's opportunity to address the Town Council about any item listed on the agenda, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless otherwise required by law. Per the Texas Open Meetings Act, the Town Council is not permitted to take action on or discuss any item not listed on the agenda. Items suggested for action may be placed on a future agenda at the Town Council's sole discretion.

III. FUTURE AGENDA DISCUSSION

- A. Review, discuss, and consider the opportunity for a Town Council Member to request an item to be placed on a future Town Council Meeting agenda.

IV. MAIN AGENDA

- A. Review, discuss, and take action authorizing the Town Administrator to execute a contract with Kendig Keast Collaborative for consulting services to rewrite the Town's Zoning Ordinance and provide related software services.

V. CLOSED SESSION

- A. In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.072 – REAL ESTATE – the Town Council will convene into closed session to deliberate the purchase, exchange, lease, or value of real property.

VI. OPEN SESSION

- A. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item A. above shall be made, if any.

VII. ADJOURNMENT

Any item on this posted agenda could be discussed in closed session as long as it is within one of the permitted categories under Sections 551.071 through 551.076 and 551.087 of the Texas Government Code.

A member of the public may address the governing body regarding an item on the agenda either before or during the body's consideration of the item, upon being recognized by the presiding officer or the consent of the body.

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS: Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161 from 7:30 a.m.
- 4:30 p.m., Monday through Friday.



**Town of Highland Park
Town Council Study Session
Tuesday, June 17, 2025**

Item Coversheet

Review, discuss, and consider the opportunity for a Town Council Member to request an item to be placed on a future Town Council Meeting agenda.

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

This item is provided for a Town Council member to request that an item be placed on a future Town Council study session agenda for discussion or consideration. Town Council discussion and consideration would be limited to including and scheduling a potential agenda item on a future agenda. The agenda item would be included as part of the study session agenda of regular Town Council meetings.

RECOMMENDATION

Staff recommends approval of the inclusion of the agenda item for future regular (not special or emergency) Town Council meetings.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None



**Town of Highland Park
Town Council Study Session
Tuesday, June 17, 2025**

Item Coversheet

Review, discuss, and take action authorizing the Town Administrator to execute a contract with Kendig Keast Collaborative for consulting services to rewrite the Town's Zoning Ordinance and provide related software services.

PRESENTED BY: Jeff Armstrong, Director of Community Development

BACKGROUND:

At the Town Council's October 20, 2024, Study Session, staff discussed the possibility of engaging a consultant to assist with a rewrite of the Town's Zoning Ordinance. After gaining Town Council's consensus to move forward, staff published a request for qualifications ("RFQ"). Seven firms responded to the RFQ from which staff developed a short list of three firms. Each of the firms on the shortlist was interviewed and given the opportunity to provide a presentation. Following that process, staff selected Kendig Keast Collaborative ("KKC") to enter into contract and scope negotiations.

The proposed scope of services includes background study, policy development, diagnostic review of the current ordinance, and drafting and adoption of a new ordinance. Each of these steps includes interactions with various groups and individuals in the town. These interactions will be more specifically defined as the process moves along, but will include the Town Council, Zoning Commission, staff, stakeholders, and others.

KKC offers innovative solutions such as:

- Ordinance drafting in a collaborative web-based format that is hosted in the cloud.
- An online site providing access to the new Zoning Ordinance. Citizens and builders will have access to subject searches that can pull all related zoning information into one query.
- A GIS base map that will allow interactive use of the zoning map to find various requirements in an easy-to-use format.

The scope includes several optional services.

1. Move the Town's entire Code of Ordinances to a newly created platform. This would be convenient for citizens and contractors to find all of their needed ordinance information in one location.
2. Creation of a development handbook for the development process. The handbook would

include checklists, flow charts, procedures, etc.

3. GeoZone online interactive zoning map
4. Parcel potential tool, which would allow a parcel to be viewed, showing the limits of development such as height and setbacks.
5. A 3D digital twin of the town, which is a three-dimensional map that would include existing buildings and other aspects of the built environment. This can be used to show such things as how a new building will affect its surroundings visually, shadowing, etc.

This item is on the study session agenda to provide the consultant with an opportunity to present their services to the Town Council and answer any questions. After their presentation, the Town Council can take action on the item.

RECOMMENDATION

Approval

FINANCIAL IMPACT

Full Project less optional services: **\$221,606**

Options:

Combine all ordinances: \$ 7,400

Development Handbook: \$ 24,450

GeoZone Online Map: \$ 4,500 (+ \$6,000 annual maintenance)

Parcel Potential Tool: \$ 3,000 (+ \$3,000 annual maintenance)

3D Digital Twin \$ 15,000

TOTAL (with all options): \$275,956 (\$9,000 annual maintenance)

ATTACHMENTS

Professional Services Agreement 06.10.25, Exhibit A Scope of Services 06.10.25, Exhibit B, Rate Schedule 05.29.25, Exhibit C, Support Services 05.29.25

PROFESSIONAL SERVICES AGREEMENT

**ZONING ORDINANCE
for
HIGHLAND PARK, TEXAS**

STATE OF TEXAS §
 §
DALLAS COUNTY §

KNOW BY THESE PRESENTS:

This Agreement made this ____ day of _____, 2025 (the "Effective Date"), by and between the Highland Park, Texas, acting by and through Tobin Maples, Town Administrator, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its Chief Executive Officer, Mr. Bret C. Keast, with an office located at 77 Sugar Creek Center, Suite 600, Sugar Land, Texas 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

**ARTICLE I
CONSULTANT**

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Zoning Ordinance as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Zoning Ordinance and to which the Agreement applies.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the Zoning Ordinance as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:

- (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;
- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as specified in the Scope of Services; and
- (g) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget.

2.3 Pursuant to this Agreement, the CLIENT shall also have the option to obtain the services of the CONSULTANT to perform On-Call Services on an hourly rate or work order authorization basis for requested services relating to planning, development or zoning related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services or other related or unrelated services that may be requested by the CLIENT which are not specified in the Scope of Services. These services will be in one of two forms, as follows:

- (a) Written request from Town Administrator or his designee as general authorization on an hourly rate basis in accordance with Exhibit "B" - Rate Schedule, for work activities that are brief and periodic (e.g., teleconference) or ongoing and of a general support nature; or
- (b) Work order authorization for work assignments with defined tasks and deliverables to be accomplished within a specified timeframe as reflected in a Scope of Services for which CONSULTANT prepares and CLIENT accepts in writing after any mutually agreed revisions. CONSULTANT agrees to perform the services within schedules as may be set forth within work orders issued by the CLIENT.

2.4 The time of performance and compensation to CONSULTANT shall be as provided for in Articles V and VI, below.

ARTICLE III

CONSULTANT PERSONNEL

3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.

- 3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "C" – Support Services, which is attached and made a part of this Agreement.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.
- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "C" – Support Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V **TIME OF PERFORMANCE**

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within twelve (12) months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impractical.

- 5.3 The completion schedule set forth in Section 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI

COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount of two hundred twenty thousand one hundred forty-eight and zero dollars (\$221,606.00). ACI includes salary costs, overhead, direct expenses, and profit. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in Section 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI amount. Payments by CLIENT under this Agreement, including the timeliness of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.
- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Section 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.
- 6.4 CONSULTANT reserves the right to escalate the hourly rates by no more than three (3) percent of the then current price for each anniversary of the Effective Date for the current term of the Agreement. CONSULTANT further reserves the right to escalate travel prices once per year upon written notice to client. Such travel price increases shall not occur prior to the first anniversary of

the Effective Date, will only affect future travel prices, and will not change the price or amount due to CONSULTANT for previously rendered travel.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes,

including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:

(a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

(b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.

10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI

CONFIDENTIALITY

11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XII

INSPECTION OF RECORDS

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.
- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII

INSURANCE AND INDEMNIFICATION

13.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

- C. With reference to the foregoing insurance requirements, CONSULTANT shall specifically endorse applicable insurance policies as follows:
1. General Liability and Automobile Liability policies shall name CLIENT as additional insured.

2. All insurance policies, which name the CLIENT as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
3. A waiver of subrogation in favor of CLIENT shall be contained in the Workers Compensation and all liability policies.
4. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
5. All insurance policies shall be endorsed to require the insurer to immediately notify CLIENT of any material change in the insurance coverage.
6. All insurance policies shall be issued by insurers that are (1) licensed to do business in the State of Texas, and (2) rated A- or better by Best's Key Rating Guide.

13.2 **INDEMNIFICATION.** CONSULTANT SHALL INDEMNIFY, SAVE AND HOLD HARMLESS CLIENT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM TO THE EXTENT ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONSULTANT OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONSULTANT OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONSULTANT OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONSULTANT TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONSULTANT, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CLIENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

- 14.1 **Force Majeure.** Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

14.3 Choice of Law. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas

14.4 Dispute Resolution. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the designated executives or representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Dallas County, Texas; and all parties consent to Dallas County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Tobin Maples
 Town Administrator
 4700 Drexel Drive
 Highland Park, Texas 75205

CONSULTANT: Bret C. Keast, Chief Executive Officer

Kendig Keast Collaborative
77 Sugar Creek Center, Suite 600
Sugar Land, Texas 77478

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein, including all verifications and certifications attached hereto as Exhibit "D" – Statutorily Required Provisions. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies and Damages. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity. Notwithstanding the foregoing, in no event will either party be liable to the other for attorneys' fees, interest, court costs, or consequential, incidental, punitive, special, or exemplary damages,

including lost revenues, loss of use, loss of financing, loss of reputation, lost profits, delays, or other economic loss.

- 14.14 State or Federal Laws. This Agreement is performed in Dallas County, Texas, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.
- 14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.
- 14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.
- 14.17 Public Information Act. Information, documentation, and other material provided by CONSULTANT in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, CONSULTANT is required to make any information created or exchanged with the CLIENT pursuant to the agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the CLIENT.

* * * * *

The parties have executed this Agreement in duplicate originals.

This _____ day of _____, 2025.

FOR HIGHLAND PARK:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
Tobin Maples
Town Administrator

By: _____
Bret C. Keast, AICP
Chief Executive Officer

ATTEST:

Exhibit "D"
Statutorily Required Provisions

Liability for breach of any of the following verifications/certifications during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

1. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2276.002, Texas Government Code, CONSULTANT hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2276.002, Texas Government Code, as amended, to the extent § 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Texas Government Code. CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with CONSULTANT and exists to make a profit.
2. **Verification Regarding Firearm Entities or Trade Associations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) Texas Government Code, (i) the CONSULTANT verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the CONSULTANT will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Texas Government Code, to the extent the applicable provision in Chapter 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Texas Government Code. CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with CONSULTANT and exists to make a profit.
3. **Certification Regarding Terrorist Organizations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Texas Government Code, CONSULTANT hereby certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
4. **Verification No Boycott of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, CONSULTANT and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Texas Government Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, to the extent the applicable provision in Chapter 2271.001,

Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Texas Government Code. CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with CONSULTANT and exists to make a profit.

5. **Compliance with Public Transparency Conflict of Interest Laws.** CONSULTANT affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295) <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ) (<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>) and has returned a fully executed copy of the Form CIQ as an attachment to this executed contract and proof of the filed Form 1295 after filing with the Texas Ethics Commission as required by the Texas Government Code.

EXHIBIT A - SCOPE OF WORK

In accordance with the terms of the Professional Services Agreement (the “Agreement”) with the Town of Highland Park, Kendig Keast Collaborative (KKC) will provide professional ordinance writing services to assist the Town in updating its Zoning Ordinance. This work effort will be centered on editing and rewriting Chapter 14, Zoning, of the Code of Ordinances.

Project Management and Administration

KKC will coordinate with Town staff to develop a project schedule for completion of the services, which will include the dates of deliverables, periods of review, and meetings for the duration of the project. The Project Schedule will be coordinated so that the Town’s Project Director can provide status reports to the Board of Adjustment, Zoning Commission and Town Council at regular milestones in the ordinance update process.

Inherent to and incorporated within the project budget, KKC will complete project management and administration activities to ensure schedule adherence, cost control, and quality assurance. These activities will include:

- *Project Coordination and Task Assignment* - Coordinate and manage the project schedule, assign and track tasks across team members and consultants, and liaise with town staff, legal counsel, and advisory committees to ensure alignment and progress.
- *Meeting Management* - Plan and facilitate meetings with staff, stakeholders, and the public; prepare agendas, document key decisions and action items, and maintain a complete archive of meeting materials.
- *Deliverable Oversight* - Maintain and monitor a master list of deliverables, track their status and quality through review cycles, and incorporate feedback from staff, legal counsel, and the public.
- *Budget and Financial Tracking* - Monitor the project budget and actual costs, track hours, invoices, and reimbursables, and identify and address potential overruns or scope changes.
- *Progress and Financial Reporting* - Prepare and deliver regular progress reports, provide updates to governing bodies and steering committees, and submit financial summaries detailing expenditures and forecasted costs.

Core Project Services

The core services are divided into three phases:

1. Project Initiation and Background Study
2. Policy Development
3. Diagnostic Review
4. Ordinance Drafting
5. Public Hearing Draft and Adoption

Within each phase is a series of tasks and subtasks as set out below.

Phase 1. Project Initiation and Background Study

1.1 Orientation.

- Initiate communication with town staff and provide an opportunity to discuss the context of the Zoning Ordinance relative to the town’s key objectives, policy priorities, and matters pertaining

to the administration and enforcement of the current ordinance; identify areas of alignment or disconnect, and clarify expectations for how the updated ordinance should support implementation moving forward.

- Conduct a kick-off teleconference with the Town's Project Director to:
 - Establish the project logistics, methods and timing of communications, schedule adherence, and roles of a Staff Technical Team (STT).
 - Discuss the structure and membership of an Advisory Committee.
 - Identify key stakeholders to engage throughout the process such as builders, designers, neighborhood representatives, business owners, applicant representatives, brokers, realtors, and other interested parties.
 - Identify needed data and information, such as, but not limited to:
 - Five-year history of variance requests and decisions;
 - Five-year history of rezoning and site plan review cases; and
 - List of staff comments and changes noted to date.

Meeting(s): Trip No. 1
Virtual kickoff meeting with staff

Deliverable(s): Agenda for kickoff call
Project Schedule

1.2 *Council Workshop.* A dedicated workshop will be held with the Town Council to introduce the KKC team and engage Councilmembers in a discussion about their priorities for the Zoning Ordinance Update. The session will provide an opportunity to understand their experiences in reviewing and approving development proposals, including insights into the efficiency and effectiveness of current procedures, recurring challenges, and areas for improvement. Council input will help ensure the updated ordinance reflects practical governance considerations and aligns with the community's broader objectives.

Meeting(s): Trip No. 1 (one day)
Town Council Workshop

Deliverable(s): Professional Services Agreement and Project Scope

1.3 *Field Reconnaissance.* This task focuses on observing existing development patterns and built conditions in the context of current zoning regulations. A staff-led tour of representative sites will provide insight into how the current ordinance has shaped the town's physical environment, highlighting areas where regulations have succeeded or fallen short. Following the tour, KKC team members will conduct self-guided site visits to further evaluate development forms and identify where modifications or new standards may be warranted to better align with the town's vision and expectations.

Meeting(s): Trip No. 2 (three days)
Staff-led tour (in-person)
Self-guided reconnaissance (in-person)
Meetings arranged by the Town

Deliverable(s): None for this subtask

1.4 *Advisory Committee Meeting.* An initial meeting with this committee will introduce the KKC team members; explain the expectations for their roles, responsibilities, commitments and expectations; and to familiarize them with the project scope and schedule.

Meeting(s): Trip No. 2 (three days)
Advisory Committee Meeting No. 1
Meetings arranged by the Town

Deliverable(s): PowerPoint presentation

- 1.5 *Stakeholder Meetings.* Up to eight one-on-one or small-group meetings will be conducted with key stakeholders, which may include neighborhood representatives (e.g., “living room” sessions), architects, engineers, applicant representatives, business owners, and other community voices. These sessions will provide a forum to discuss challenges experienced with current zoning standards and procedures, and to gather ideas for improving the clarity, consistency, and efficiency of the application, review, and hearing processes. Input will directly inform refinements to both the substance and administration of the updated ordinance.

Meeting(s): Trip No. 2 (three days)
Stakeholder meetings
Meetings arranged by the Town

Deliverable(s): None for this task

- 1.6 *Project Review.* Review recent site development and building plans to evaluate how current zoning and building code regulations have been applied in practice. This review will help identify common obstacles encountered by applicants and staff, such as interpretation challenges, procedural inefficiencies, or regulatory inconsistencies. Insights gained will inform targeted updates to improve the clarity, functionality, and alignment of the new code with development practices.

Meeting(s): None for this task

Deliverable(s): Incorporated into Ordinance Audit

Phase 2. Policy Development

In the absence of an adopted comprehensive plan, and to satisfy the requirements of Texas Local Government Code § 211.004—which mandates that zoning regulations be adopted in accordance with a comprehensive plan—KKC will prepare a focused policy framework to guide land use and development decisions. This framework will function as the legally required foundation for the zoning ordinance and provide context for its standards, procedures, and intent. Subtasks include:

- 2.1. *Develop Foundational Land Use and Development Policies:* Prepare a concise set of policy statements addressing land use compatibility, neighborhood character, infill and redevelopment, transitions between uses, commercial site design, and procedural fairness.
- 2.2. *Coordinate with Local Vision and Planning Objectives:* Align the policy framework with the Town’s established direction by drawing from relevant sources such as the adopted budget, existing ordinances, input gathered during stakeholder sessions (Task 1.4) and recent project reviews (Task 1.5), as well as guidance from staff and Town Council. This coordination will ensure that the resulting policies are grounded in the Town’s current priorities, operational context, and planning expectations.
- 2.3. *Facilitate Policy Input Sessions:* Host meetings with the Zoning Commission, Board of Adjustment, and Town Council to present the draft policy framework, incorporating key findings from the Phase 3 Diagnostic Review. These sessions will gather feedback, validate priorities, and ensure the framework

is aligned with the roles, responsibilities, and experiences of each body in zoning administration and decision-making.

2.4. *Coordinate with Legal Counsel and Staff*: Confirm that the framework supports zoning enforceability and satisfies statutory intent in the absence of a formal comprehensive plan.

2.5. *Integrate into the Ordinance or Publish Separately*: Include the policy framework in the preamble or introduction to the zoning ordinance, or publish as a companion policy document to support legal defensibility. The framework will also guide the drafting of zoning district purpose statements to ensure alignment between overarching policies and the specific intent and application of each zoning district.

2.6. *Use in Adoption Process and Public Communication*: Reference the framework during adoption hearings and public engagement efforts to communicate the rationale behind the ordinance's standards and structure.

Meeting(s): Trip No. 2 (three days)
Policy Input Sessions
Meetings arranged by the Town
Deliverable(s): Land Use and Development Policies

Phase 3. Diagnostic Review

This phase of work consists of technical review of the zoning ordinance, resulting in recommended refinements, additions and new standards or procedures needed to modernize the regulations, resolve shortcomings and facilitate predictability. An equally important aspect of this phase is understanding the effects of the regulations on the natural and built environments, the aperture between existing and preferred development outcomes and the aptitude for change. The necessary level of understanding is achieved by hands on engagement, illustrating concepts and ideas gleaned through Phase 1, and facilitating discussions and decisions to settle on the best, most viable courses of action. The resulting analyses will be used to vet the feasibility and tolerance for certain regulatory controls.

3.1. Regulatory Audit.

- Prepare an objective critique of the Zoning Ordinance to research, investigate and report the:
 - Integrity of regulations in the context of the Town Code and other standards, guidelines and specifications;
 - Effectiveness in achieving outcomes that represent the desired function and quality of development;
 - Efficiency in facilitating applications and processing them in a fair, equitable and timely manner.
- Outline the gaps and deficiencies of the ordinance including, but not limited to:
 - Compliance with Federal and State statutes and significant case law;
 - Concerns and comments from staff and stakeholders' meetings;
 - Observations from field reconnaissance;
 - Internal cohesiveness and consistency;
 - Administrative efficiency for staff;

- Concurrency with Town Policies;
 - State and national best practices;
 - Procedural improvements; and
 - Enforceability.
- Prepare an annotated outline reflecting the proposed content, structure and organization of the Zoning Ordinance, including a table showing the locations of existing ordinance provisions.
 - Present a proposed strategic approach and recommendations to gain consensus for proceeding with subsequent phases of work.

Meeting(s): Trip No. 3 (three days)
 Advisory Committee Meeting No. 2
 Joint Zoning Commission, Board of Adjustment and Town Council Meeting
 Follow-up stakeholder meetings
 STT Meeting

Deliverable(s): Regulatory Audit
 Proposed Strategic Approach and Recommendations
 Annotated Outline

3.2. *Neighborhood Character & Infill Compatibility Analysis.* Evaluate how the existing zoning standards support or conflict with the established character of neighborhoods. Identify areas where updated standards are needed to address infill development, accessory structures, housing additions, and lot splits or consolidation. Subtasks include:

- Document typical lot patterns, setbacks, building scale, and frontage characteristics in representative residential areas.
- Review recent infill or redevelopment projects and identify recurring issues.
- Assess the effectiveness of existing tools such as minimum lot sizes, height limits, building coverage, and bulk regulations in preserving character.
- Recommend updated or new development standards—such as context-sensitive infill criteria, height transitions, or lot width-to-depth ratios.
- Consider introducing form-based elements or pattern zones to address neighborhood variability.
- Facilitate public engagement (e.g., neighborhood meetings or visual preference surveys) to gather input on desired neighborhood outcomes.

3.3. *Illustrated Design Plan(s).* The purpose of this design exercise is to facilitate stakeholder and community input, outline guiding principles, identify precedent outcomes and build support for one or more regulating plans to guide the design and form of development.

- Facilitate a design workshop over the course of two days (or longer if needed due to the nature and scale of the subject area) - to actively engage stakeholders in illustrated visioning and sketch planning exercises, pin up discussions and design preferencing.
- Produce sketch plan alternatives and a consensus-based plan to visually communicate design concepts and proposed design and form standards.
- Assimilate the feedback and suggested revisions to assemble a preferred regulating plan for presentation to the Zoning Commission and Town Council.

- Synthesize the input and directions of the Commission and Council to annotate the final plan to articulate the design regulation integrated into the Zoning Ordinance.

Meeting(s): Trip No. 3 or 4 (three/two days, respectively)
 Advisory Committee Meeting Nos. 3 and 4
 Design workshop
 Commission and Council meeting

Deliverable(s): Design principles and plan

Phase 4. Ordinance Drafting

4.1. *Online Drafting, Staff Review and Web Publishing.* The Zoning Ordinance will be written in a web-based format hosted in the cloud. This platform will facilitate client-consultant collaboration, staff and public input, comment tracking, version management and consistent formatting. Upon adoption, KKC will deliver an interactive online ordinance that may be dovetailed with the Code of Ordinances.

- Concurrent with ordinance drafting, an online site will be designed, built and integrate with the following enhancements:
 - Content Assembler to pair related ordinance provisions for district and subject search
 - eReader
 - Zoning Navigator to aid user search and interaction
- Upon completion of the GIS base map, KKC will build the interface to integrate the Zoning Ordinance with the ViewPro online interactive map, which will include:
 - Links to applicable zoning ordinance sections;
 - Permitted uses;
 - Minimum required dimensional standards; and
 - Query a land use to map the permitted districts.
- On an Add-Alternate basis, create an interactive web-based GIS map using ArcGIS Online, with integrated tools for parcel-level and district-wide data analysis. The map will serve as a user-friendly interface to support zoning, land use, and planning functions for staff and the public. Tasks would include:
 - GIS Data Preparation and Publishing
 - Compile and standardize parcel and zoning district GIS layers
 - Include additional relevant overlays (e.g., floodplain, utilities, etc.)
 - Publish data layers to ArcGIS Online with appropriate symbology and labeling
 - Web Map Configuration
 - Build an interactive ArcGIS Online map viewer with:
 - Layer toggles and legend
 - Basemap selection
 - Zoom and navigation tools
 - Print/export capabilities
 - Parcel Summary Tool
 - Configure a popup for individual parcel selection that displays:
 - Parcel ID, address, acreage, owner
 - Zoning classification and dimensional standards
 - Overlay districts or applicable constraints

- Links to related documents (e.g., zoning ordinance sections)
- Zoning District Summary Tool
 - Enable selection of zoning districts to display:
 - Total acreage and parcel count
 - Maximum allowed density and intensity
 - Links to district standards in the zoning ordinance
- User Interface Customization
 - Apply branding and design consistent with the municipality or agency’s visual identity
 - Ensure map is responsive and accessible on mobile and desktop devices
- On an Add-Alternate basis, develop a Parcel Potential Tool that leverages machine learning and three-dimensional visualization to model development potential on individual parcels based on applicable zoning standards. The tool will be integrated within a GIS-enabled platform and will support interactive analysis and manipulation of development parameters in real time. Tasks would include:
 - Data Integration and Standards Engine
 - Compile dimensional standards (e.g., setbacks, height limits, lot coverage, minimum open space, FAR, parking ratios) from the zoning ordinance
 - Create a standards engine capable of associating each parcel with its applicable regulatory criteria
 - Machine Learning Model Development
 - Train ML models to analyze parcel geometry and zoning criteria to:
 - Generate a realistic 3D building envelope
 - Optimize building form within constraints (e.g., maximizing FAR while meeting setback and coverage limits)
 - 3D Visualization and Envelope Generation
 - Build a 3D model generator that visualizes the allowable buildable area
 - Real-Time Standards Manipulation
 - Develop user interface allowing users to adjust dimensional parameters on-the-fly (e.g., reducing setbacks, increasing height, modifying coverage)
 - Enable recalculation of metrics based on user adjustments with visual updates in real time
 - Metric Calculations and Output
 - Calculate and display:
 - Total parcel area
 - Total building area, height and volume
 - Total setback area
 - Maximum floor area
 - Pervious and impervious coverage (%)
 - Required parking (based on land use and ratios)
 - Required open space
 - Pervious vs. impervious surface area
 - Export results as a downloadable summary or printable report
 - Platform Integration and Deployment
 - Integrate tool into the enCodePlus or ArcGIS Online platform environment
- On an Add-Alternate basis, a Three-Dimensional Digital Twin will be generated for the city limits. Tasks would include:

- Project Initiation and Data Collection.
 - Coordinate with City staff to define project goals, priorities, and use cases.
 - Collect existing GIS layers, LiDAR datasets, building footprints, zoning map, utility networks (when available), and topographic data.
 - Acquire or integrate aerial imagery and parcel data.
- 3D Model Development.
 - Generate a geospatially accurate 3D base model including terrain, parcels, streets, and rights-of-way.
 - Model existing structures using LiDAR and photogrammetry, including building height, form, and roof geometry.
 - Represent key landmarks and civic buildings in greater visual detail.
- Zoning and Land Use Integration.
 - Integrate zoning district and land use data into the model for regulatory visualization.
 - Build the district summary tool to query and view each district and the applicable land use and dimensional standards.
- Simulation and Scenario Tools. Develop tools for visualizing proposed developments, shadow studies, building height compliance, and massing comparisons.
- Maintenance and Training
 - Provide training for City staff on the use of the 3D GeoZone interactive map.
 - Recommend protocols for regular model maintenance and integration with ongoing planning initiatives.
- Deliverables:
 - GeoZone Online Interactive Zoning Map with District Summary
 - Fully interactive 3D digital twin hosted online
 - Training sessions
- On an Add-Alternate basis, the Town Ordinances may be added to the already-built public interface. Benefits would include:
 - *Streamlined Implementation* - Integration of the Code of Ordinances can occur quickly, leveraging existing navigation tools, design frameworks, and administrative workflows—minimizing configuration time and reducing setup costs.
 - *Unified Access to Regulatory Content* - A single interface that hosts both the Code of Ordinances and other documents creates a centralized, intuitive experience for users. This eliminates the need to search across multiple websites or formats.
 - *Consistent User Experience* - Maintaining a uniform interface design and search functionality across all municipal documents improves usability for staff, citizens, and professionals who regularly access the code. Users become familiar with the layout, reducing confusion and increasing engagement.
 - *Enhanced Cross-Referencing and Search* - Integrating the Code of Ordinances into the same interface enables dynamic cross-referencing between documents (e.g., linking zoning provisions to general penalties, enforcement sections, or licensing rules), improving contextual understanding and legal coherence.
 - *Ongoing Administrative Efficiencies* - Existing administrative permissions, workflows, and editorial tools within the platform can be extended to the Code of Ordinances, allowing for consistent content management, efficient updates, and reduced staff training needs.

- Future Scalability - With the interface and system architecture already in place, additional documents—such as development manuals, fee schedules, or GIS-integrated zoning layers—can be easily incorporated as municipal needs evolve.
- Reduced Duplication of Effort - Leveraging the existing enCodePlus infrastructure avoids duplicative vendor contracts, hosting environments, or redundant maintenance tasks—leading to long-term cost savings and simplified support.

Meeting(s): Design and setup staff meetings

Deliverable(s): Password-login to Admin Portal

4.2. Ordinance Modules. The Zoning Ordinance will be drafted in two modules, for which the content will be noted in the Annotated Outline. This iterative approach delivers the ordinance in manageable portions to ease the tasks of review, discussion and revision. The steps to produce each module will follow a similar path:

- Review the ordinance text (including staff mark ups) to determine provisions that may be carried through as-is along with those warranting modified or new text, tables or graphics to clearly articulate the regulations and requirements.
- Provide annotation or commentary for staff information and consideration in their review of the draft modules.
- Perform research of related provisions in the Town Code to identify needed cross referencing or provisions that may warrant amendment or repeal and replacement.
- Build tables and matrices to organize and improve the readability of standards and embed graphics to illustrate application of the regulations.
- Prepare the modules to include:
 - The content proposed in the Annotated Outline;
 - Hyperlinked content;
 - Tables and graphics;
 - Applicable definitions and acronyms; and
 - Editor notes, as applicable.

Meeting(s): Trip No. 4 (two days)

Advisory Committee Meeting No. 4 (in-person)

Advisory Committee Meeting No. 5 (virtual)

Town Council briefing (concurrent with Module No. 2)

Meetings arranged by the Town

Deliverable(s): Module Nos. 1 and 2

PowerPoint presentations

4.3. Graphics and Illustration. To enhance clarity and usability, relevant graphics and illustrations will be integrated into the ordinance to visually communicate how key standards are intended to be applied. These visuals will be tailored to the structure and content of the updated code and formatted for full compatibility with the enCodePlus digital platform. Subtasks include:

- *Develop Custom Graphics* - Generate custom illustrations for unique or locally tailored standards, including lot configurations, building form types, setback requirements, and development scenarios.
- *Modify and Apply Stock Graphics* - Customize standard graphics for widely used provisions such as measurements, building height, lot frontage, easements, buffers, and dimensional standards.
- *Create Conceptual Site Diagrams* - Develop illustrative site layouts or use-case diagrams to demonstrate how multiple standards (e.g., access, parking, landscaping, and screening) interact on a typical development site.
- *Design Thematic Icons or Visual Cues* - Develop a consistent iconography set to visually differentiate section types (e.g., procedures vs. standards), making the code easier to scan and navigate.
- *Organize Graphics Library in Cloud Platform* - Store all graphics in a logically structured file tree within the enCodePlus cloud platform, categorized by ordinance chapter, article or section number for easy retrieval and editing.
- *Embed Graphics in Context* - Link each graphic to the corresponding section number of the ordinance text and ensure accurate placement to support user understanding and minimize misinterpretation.
- *Ensure ADA and WCAG Accessibility Compliance* - Add alternative (alt) text descriptions and tags to all graphics to meet WCAG 2.1/2.2 accessibility standards, supporting full screen reader compatibility.
- *Conduct Staff Review of Graphics* - Facilitate review cycles with staff for all visuals to ensure accuracy, local applicability, and alignment with policy intent before final placement.
- *Format Graphics for Print and Digital Use* - Provide high-resolution, vector-based images optimized for both screen and print use, ensuring legibility and scalability across various formats.

Meeting(s): No separate meetings for this subtask

Deliverable(s): Embedded ordinance graphics

Phase 5. Public Hearing Draft and Adoption

5.1. Public Hearing Draft. Following completion of each module, an administrative review draft will be produced. This draft will require internal review including:

- Perform a quality control review to identify and correct formatting or numbering errors, incorrect cross-references and table/figure titles, and typographical errors.
- Check all hyperlinks and make corrections.
- Review the ordinance for consistent use of terms and phrases, needed measurements and definitions and conflicts with other regulations and guidelines.
- Receive and act on comments and edits outlined through town staff review.

Meeting(s): STT meeting

Advisory Committee Meeting No. 6

Trip No. 5 - Zoning Commission Hearing (one day)

Deliverable(s): Administrative Review Draft
Public Hearing Draft

5.2. *Public Hearings.* Once a Public Hearing Draft is published, the adoption hearings may be scheduled before the Zoning Commission and Town Council.

Meeting(s): Trip No. 6 - Town Council Hearing (one day)

Deliverable(s): PowerPoint Presentation(s)
Final Zoning Ordinance in enCodePlus platform
Unbound color original (hardcopy)

5.3. *Development Handbook (OPTIONAL).* To assist in the implementation of the adopted Zoning Ordinance and improve the transparency and efficiency of the development review process, Kendig Keast Collaborative (KKC) will produce a Development Handbook in close coordination with city staff. The handbook will serve as a user-friendly guide for applicants, developers, property owners, and staff, and will consolidate all zoning-related approvals and permit procedures, as well as associated development and building permit processes.

The Development Handbook will include the following components:

- *Summary Descriptions of Application Types.* A clear and concise narrative overview of each type of development application and permit procedure, including but not limited to rezonings, special use permits, site plan approvals, variances, building permits, and certificates of occupancy.
- *Process Flow Diagrams.* Visually structured flowcharts that outline the step-by-step review process for each application type, including key milestones, responsible parties, decision points, and typical review timelines.
- *Applicant Checklists.* Updated or newly developed checklists for each application type, detailing submission requirements, required materials, and procedural steps to ensure consistency, completeness, and clarity for applicants.
- *Application Forms.* Revised or newly drafted application forms, formatted for clarity and usability, and aligned with the updated procedures and information requirements defined by the new Zoning Ordinance and related processes.
- *Submittal and Review Schedule.* A calendar-style schedule showing accepted submittal windows, review periods, response deadlines, public notice requirements (type and timing), and the corresponding dates for relevant meetings or hearings (e.g., Zoning Commission, Board of Adjustment, Town Council).

KKC will collaborate with planning, building and engineering staff to ensure that the handbook reflects current practices and internal review protocols. The handbook will be structured for future digital adaptation and may be produced in both print-ready and web-friendly formats, as needed.

Meeting(s): Trip Nos. 5 and 6
STT meeting

Deliverable(s): Development Handbook

Project Budget

HIGHLAND PARK, TX ZONING ORDINANCE UPDATE				
Key Personnel	Principal	Project Manager	Senior Associate	TOTAL
Title				
Scope Tasks				
Phase 1. Project Initiation and Background Study				
1.1 Orientation				\$1,250
1.2 Field Reconnaissance				\$1,250
1.3 Council Workshop				\$3,560
1.4 Advisory Committee Meeting				\$4,280
1.5 Stakeholder Meetings				\$5,080
1.6 Project Review				\$3,740
Subtotal				\$19,160
Direct Expenses				\$8,466
TOTAL FOR PHASE 1	\$6,400	\$6,820	\$5,940	\$27,626
Phase 2. Policy Development				
2.1 Develop Foundational Land Use and Development Policies				\$6,840
2.2 Coordinate with Local Vision and Planning Objectives				\$1,960
2.3 Facilitate Policy Discussions				\$4,800
2.4 Coordinate with Legal Counsel and Staff				\$1,420
2.5 Integrate into the Ordinance or Publish Separately				\$1,780
2.5 Use in Adoption Process and Public Communication				\$1,420
Subtotal				\$18,220
Direct Expenses				\$1,458
TOTAL FOR PHASE 2	\$3,200	\$11,780	\$3,240	\$19,678
Phase 3. Diagnostic Review				
3.1 Regulatory Audit				\$14,440
3.2 Neighborhood Character & Infill Compatibility Analysis				\$9,020
3.3 Illustrated Design Plan(s)				\$19,920
Subtotal				\$43,380
Direct Expenses				\$8,428
TOTAL FOR PHASE 3	\$6,400	\$22,940	\$14,040	\$51,808
Phase 4. Ordinance Drafting				
4.1 Online Drafting, Staff Review and Web Publishing Platform				\$3,920
GeoZone Online Interactive Zoning Map (+ \$6,000 Annual Maint.)				\$ 4,500
Parcel Potential Tool (+ \$3,000 Annual Maintenance)				\$ 3,000
Three-Dimensional Digital Twin (One-Time Cost)				\$ 15,000
Town Ordinances (OPTIONAL)				\$ 7,400
4.2 Ordinance Modules				\$69,100
4.3 Graphics and Illustrations				\$14,080
Subtotal				\$87,100
Direct Expenses				\$10,173
TOTAL FOR PHASE 4	\$10,400	\$37,820	\$38,880	\$97,273
Phase 5. Public Hearing Draft and Adoption				
5.1 Public Hearing Draft				\$13,200
5.2 Public Hearings				\$7,380
5.3 Development Handbook (OPTIONAL)				\$24,450
Subtotal				\$20,580
Direct Expenses				\$4,642
TOTAL FOR PHASE 5 (excludes OPTIONS)	\$2,400	\$11,160	\$7,020	\$25,222
TOTAL For All Phases	\$28,800	\$90,520	\$69,120	\$221,606

EXHIBIT "B"
RATE SCHEDULE

KENDIG KEAST COLLABORATIVE
(rates good through April 2026)

Direct Labor Rates (Average Hourly Rate for Personnel Classification)

CEO	\$	200.00
President	\$	175.00
Principal Associate / Practice Leader	\$	165.00
Senior Associate	\$	145.00
Associate	\$	135.00
Business Administrator	\$	125.00
Graphics Associate	\$	75.00

Reimbursements

Mileage (Federal rate)	Actual mileage cost
Direct Expenses (Supplies, Reproduction, Subsistence, etc.)	Actual cost + 10%

EXHIBIT "C"
SUPPORT SERVICES

KENDIG KEAST COLLABORATIVE

The Town of Highland Park, Texas, will provide administrative and technical support services to assist Kendig Keast Collaborative (KKC) in performing the Scope of Services described in Exhibit A, Scope of Services, for the Zoning Ordinance Update. The support services to be provided by the Town will include the following types of general services and specific tasks for the planning program:

- Identify a single individual as the Town's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative regulatory drafting effort involving both Town and KKC personnel, resources, and capabilities. The Town may substitute a qualified Project Director upon reasonable notice to KKC.
- Provide copies of or access to all available data, maps, air photos, spatial data, previous reports/plans/studies/ordinances, data sets and GIS coverages and layers already developed/maintained by the Town for its entire planning area, and other information that is available to the Town in digital or printed format, which is pertinent and necessary for the ZONING ORDINANCE. Prompt compilation and delivery of such resource materials to KKC is an essential prerequisite for initiation of the regulatory drafting process and timely progress on various initial public participation and strategic assessment tasks. KKC will not be required to return printed Town materials upon project completion; however, the Town may discontinue KKC's access to digital materials upon expiration or earlier termination of the Agreement.
- Make affected or related entities or organizations aware of the Zoning Ordinance process.
- Ensure that key Town personnel, appointed and elected officials who will participate as needed in the process be available upon reasonable request, through arrangements made by the Town's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for updating the various aspects of the Zoning Ordinance. This will include potential formal or informal meetings and a briefing with the Town Council as specified in Exhibit A, Scope of Services.
- Review in a timely manner the draft regulatory provisions submitted by KKC, in accordance with Section 4.3 of the Professional Services Agreement.
- Reproduce and forward each draft project submittal provided via e-mail by KKC to Town staff, and Planning Commission members, as appropriate. In addition, each draft deliverable will be provided to the Town Council for courtesy review and discussion as the Zoning Ordinance process proceeds. The Project Director may provide briefings to the Town Council or other bodies at regular intervals throughout the process.
- As necessary, the Town will be responsible for news media contacts, preparation and distribution of news releases, posting of meeting notices and project information, updates on the Town's web site, and any other public information materials.

- Organize, notice, provide space for, and provide administrative support for Town staff, Planning Commission, and Town Council meetings and any other events and workshops. This support includes:
 - Adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords, easels, flip pads and markers, etc.).
 - Arranging meeting locations and reproducing agendas and other handouts.
 - Noticing the meetings according to Town requirements for public notice.
- Reproduce paper copies of project materials as the Town deems necessary for execution of the project.
- Consider and act on all deliverables and other interim work items submitted by KKC that require Town review, comments or approval within a reasonable period of time so as to enable KKC to complete the work on schedule, in accordance with Section 4.3 of the Professional Services Agreement. Specific timeframes for such Town response will be incorporated into a detailed project schedule.
- Provide KKC written summaries and copies of any handouts/materials from all project-related meetings not attended by KKC.