

# Agenda

City of Hudson Oaks  
210 North Lakeshore Drive  
Hudson Oaks, Texas 76087  
Planning & Zoning Commission Meeting  
Tuesday  
April 12, 2011  
7:00 p.m.

1. Call to order/announce a quorum is present  
(4 of the 6 members being present constitutes a quorum)
2. Consideration of Planning & Zoning Commission minutes for March 8, 2011
3. Citizen comments
4. Public hearing and consideration of a request for re-zoning from  
"Restricted Commercial" to "General Commercial" on 6.316 acres being Lot 3,  
Block 3, and Lot 4, Block 3, in the Highland Park Addition, City of Hudson Oaks,  
Parker County, Texas.
5. Discussion and consideration of a proposal for the development of a  
comprehensive plan for the City of Hudson Oaks
6. Adjournment

I, Patrick Lawler, Assistant City Administrator, do hereby certify that notice of the above meeting was posted on the front window of the City Hall of the City of Hudson Oaks, a place readily accessible to the public at all times, on the 8th day of April, 2011 at 5:00 p.m. and remained continuously posted for at least 72 hours preceding said meeting, and that said notice was posted in accordance with chapter 551 of the Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the city secretary at 682-229-2425 or fax 682-682-2429 for further information.

Patrick Lawler  
Assistant City Administrator

# Planning & Zoning Commission Meeting Staff Agenda Report



<b>Minutes of the March 8, 2011 Planning &amp; Zoning Commission meeting</b>		
<b>Meeting date:</b> April 12, 2011	<b>Agenda Item #:</b> 2	<b>Action being considered:</b> Adoption of March 8, 2011 Minutes

**Staff Recommendation:**

Review and adopt the minutes of the March 8, 2011 Planning & Zoning Commission meeting.

**Prior Board or Council Action:**

Board has not previously acted on this item.

**Background Information/Analysis:**

Meeting was held at 7 p.m. on Tuesday, March 8, 2011 at Hudson Oaks City Hall.

**Financial Considerations:**

None

**Attachments:**

Minutes of the March 8, 2011 Planning & Zoning Commission meeting

**Staff Contact:**

Sheri Campbell-Husband, city administrator  
682-229-2407  
[Sheri.campbell@hudsonoaks.com](mailto:Sheri.campbell@hudsonoaks.com)

Sheila Elmore, city secretary  
682-229-2425  
[Sheila.elmore@hudsonoaks.com](mailto:Sheila.elmore@hudsonoaks.com)

# Planning & Zoning Commission Meeting Staff Agenda Report



Minutes  
City of Hudson Oaks  
210 North Lakeshore Drive  
Hudson Oaks, Texas 76087  
Planning & Zoning Commission Meeting  
Tuesday  
March 8, 2011  
7:00 p.m.

1. Call to order/announce a quorum is present  
(4 of the 6 members being present constitutes a quorum)

Meeting was called to order at **7:07** p.m.

<b>Present were:</b>	<b>Chairman</b>	<b>Tim Carter</b>
	<b>Vice-Chairman</b>	<b>Jo-Alice Davis</b>
	<b>Board Member</b>	<b>Jim Jones</b>
	<b>Board Member</b>	<b>Tricia Pitts</b>
	<b>Board Member</b>	<b>John Barnes</b>
	<b>Board Member</b>	<b>Matthew Judy</b>
<b>Absent was:</b>	<b>Board Member</b>	<b>Phillip Hoy</b>
<b>Staff:</b>	<b>City Administrator</b>	<b>Sheri Campbell-Husband</b>
	<b>Asst. City Administrator</b>	<b>Patrick Lawler</b>
<b>Guest Speaker:</b>	<b>Freese &amp; Nichols</b>	<b>Daniel Harrison</b>

2. Approval of Planning & Zoning Commission minutes for November 9, 2010

**Vice Chairman Davis made a motion to approve the Planning & Zoning Commission minutes for November 9, 2010. Board Member Jones seconded the motion. All present voted "aye."**

3. Citizen comments

**There were no citizen comments**

4. Discuss a timeline for review and recommendation of the Sexually Oriented Business and Subdivision Ordinances

**The assistant city administrator gave a report on the legally required process regarding regulation of sexually oriented businesses. Chairman Carter requested that staff provide a map of the city and ETJ for the next meeting.**

**The assistant city administrator gave a presentation regarding the Subdivision Ordinance. The Commission will review and discussion the various sections of the ordinance over a series of P&Z meetings.**

# Planning & Zoning Commission Meeting Staff Agenda Report



5. Review and discuss Comprehensive Plan proposal from Freese & Nichols

**Daniel Harrison gave a presentation on comprehensive planning & his firm's proposal for developing a comprehensive plan for Hudson Oaks.**

6. Adjournment

**Board Member John Barnes made a motion to adjourn. Meeting adjourned at 8:22 p.m.**

## **Notes:**

**\*All items were addressed; some may have been out of order.**

**\*There was a break at 8:05 p.m. and meeting reconvened at 8:09 p.m.**

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Tim Carter, Chairman

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Sheri Campbell-Husband  
City Administrator

# Planning and Zoning Commission Staff Agenda Report



<b>Public Hearing and recommendation on a request for re-zoning from “Restricted Commercial” to “General Commercial” on 6.316 acres being Lot 3, Block 3, in the Highland Park Addition</b>		
<b>Meeting date:</b> April 12, 2011	<b>Agenda Item #:</b> 4	<b>Action being considered:</b> Recommend approval of the re-zone request

**Staff Recommendation:**

Recommend to Council the approval of the re-zone request from “Restricted Commercial” to “General Commercial” for 6.316 acres located in the Highland Park Addition.

**Prior Board or Council Action:**

None

**Background Information/Analysis:**

In 2008 the Planning and Zoning Commission made significant changes to the zoning use table by adjusting the permitted business types in each zoning district to better reflect their location and surrounding uses. As staff worked with the owner and real estate broker for the property under consideration, they found that the zoning on this site is unusually restrictive compared to the zoning on similar sites throughout the city.

The property in question is located west of the FM5/Mikus exit with frontage on I-20W. Staff recommends approval of the re-zone request based on the following characteristics:

1. Similar properties throughout the city are currently zoned general commercial.
2. The uses found in the general commercial zoning district would not disturb surrounding property owners.
3. A natural buffer exists between the commercial frontage and nearby residential uses.

**Financial Considerations:**

None

**Attachments:**

- Application for zoning change

**Staff Contact:**

Sheri Campbell-Husband, city administrator  
682-229-2407  
[Sheri.campbell@hudsonoaks.com](mailto:Sheri.campbell@hudsonoaks.com)

Patrick Lawler, assistant city administrator  
682-229-2408  
[Patrick.lawler@hudsonoaks.com](mailto:Patrick.lawler@hudsonoaks.com)

# Planning and Zoning Commission Staff Agenda Report



## CITY OF HUDSON OAKS

### ZONING CHANGE REQUEST PERMIT APPLICATION

I, THE UNDERSIGNED OWNER OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF HUDSON OAKS, HEREBY MAKE APPLICATION FOR A VARIANCE REQUEST USE PERMIT ON THE PROPERTY AS DESCRIBED BELOW WHICH IS LOCATED IN THE \_\_\_\_\_ ZONING DISTRICT

**A. LEGAL DESCRIPTION**

- LOT \_\_\_\_\_, BLOCK See Attached ADDITION AS PLATTED IN THE CITY OF HUDSON OAKS.
- TRACT \_\_\_\_\_ OF THE \_\_\_\_\_ SURVEY AS PER METES AND BOUNDS. (FIELD NOTES ATTACHED)
- A PORTION OF LOT OR TRACT \_\_\_\_\_, BLOCK \_\_\_\_\_, OF THE \_\_\_\_\_ ADDITION OR SURVEY AS PER METES AND BOUNDS. (FIELD NOTES ATTACHED)

**B. ADDRESS OF PROPERTY:** Rt 7

**C. TOTAL ACREAGE OF SITE(S):** 8.001

**D. REASON FOR REQUEST:** Less restrictive zoning for commercial purposes

OWNER'S SIGNATURE: Patrick F Sullivan  
 PRINTED NAME: Patrick F. Sullivan  
 ADDRESS: 7508 Ravenwood Rd  
 CITY, STATE, ZIP: Columbus TX 76049  
 PHONE NUMBER: H 817-279-9500 C 817-578-4775

\*\*\*\*\*

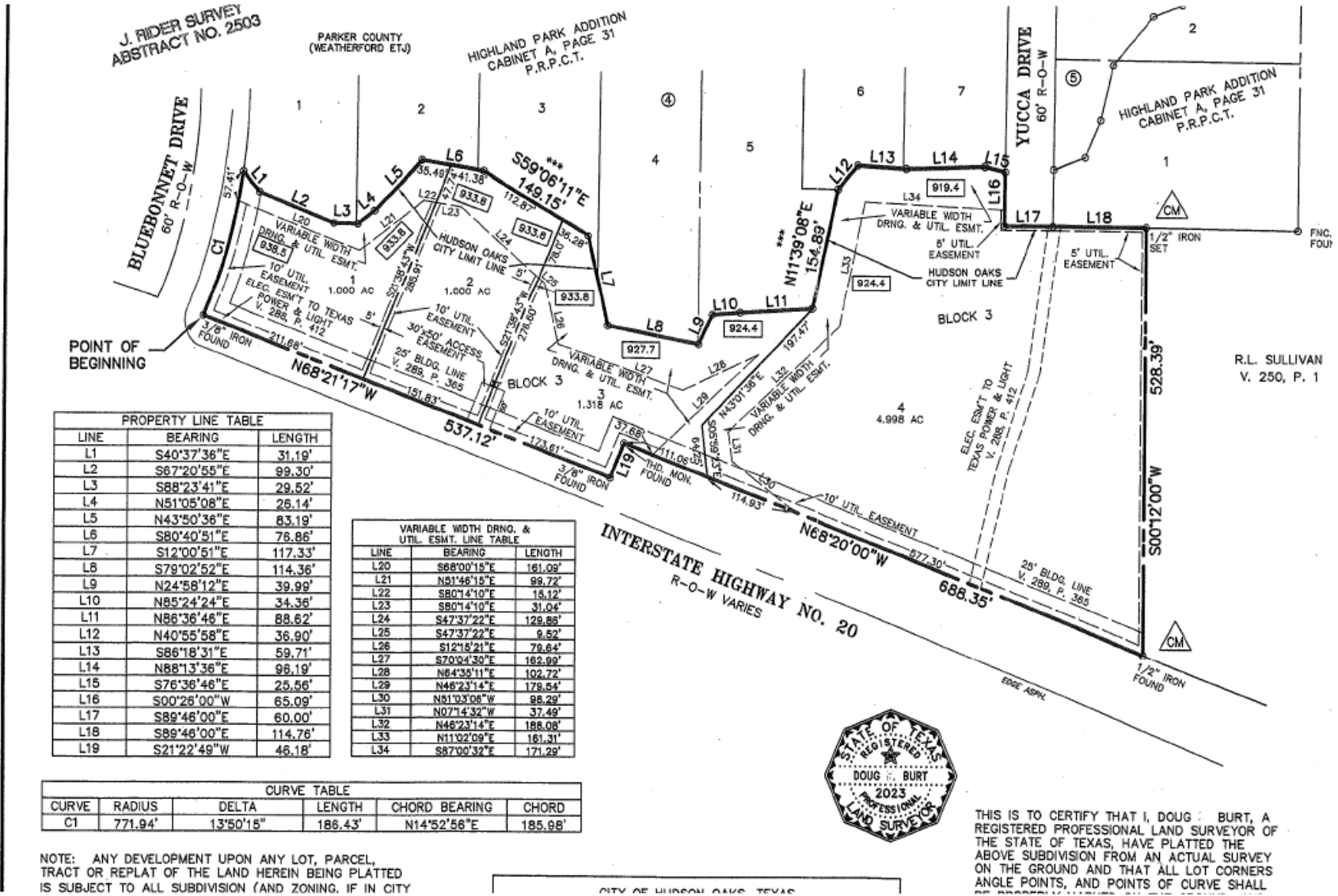
FEES	0-1 ACRE	\$125.00
	OVER 1 TO 5 ACRES	\$250.00
	OVER 5 TO 25 ACRES	\$500.00
	OVER 25 ACRES	\$500.00 PLUS \$10.00 PER ACRE OVE 25

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(OFFICE USE ONLY)

RECEIVED BY: Shelia Emore DATE: 3-8-11 TIME: 2:02 PM  
 FEE: \$ 500.00 DATE PAID: 3-8-11

# Planning and Zoning Commission Staff Agenda Report



PROPERTY LINE TABLE		
LINE	BEARING	LENGTH
L1	S40°37'36"E	31.19'
L2	S67°20'55"E	99.30'
L3	S88°23'41"E	29.52'
L4	N51°05'08"E	26.14'
L5	N43°50'36"E	83.19'
L6	S80°40'51"E	78.86'
L7	S12°00'51"E	117.33'
L8	S79°02'52"E	114.36'
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L10	N85°24'24"E	34.36'
L11	N86°36'46"E	88.62'
L12	N40°55'58"E	36.90'
L13	S86°18'31"E	59.71'
L14	N88°13'36"E	98.19'
L15	S76°36'46"E	25.56'
L16	S00°26'00"W	65.09'
L17	S89°46'00"E	60.00'
L18	S89°46'00"E	114.78'
L19	S21°22'49"W	46.18'

VARIABLE WIDTH DRNG. & UTIL. ESMT. LINE TABLE		
LINE	BEARING	LENGTH
L20	S68°00'15"E	161.09'
L21	N51°46'15"E	99.72'
L22	S80°14'10"E	15.12'
L23	S80°14'10"E	31.04'
L24	S47°37'22"E	129.86'
L25	S47°37'22"E	9.52'
L26	S12°15'21"E	79.64'
L27	S70°04'30"E	162.99'
L28	N64°35'11"E	102.72'
L29	N46°23'14"E	178.64'
L30	N81°03'06"W	98.29'
L31	N07°14'32"W	37.49'
L32	N46°23'14"E	188.08'
L33	N11°02'09"E	161.31'
L34	S87°00'32"E	171.29'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
CI	771.94'	13°50'15"	186.43'	N14°52'56"E	185.98'

NOTE: ANY DEVELOPMENT UPON ANY LOT, PARCEL, TRACT OR REPLAT OF THE LAND HEREIN BEING PLATTED IS SUBJECT TO ALL SUBDIVISION (AND ZONING, IF IN CITY



THIS IS TO CERTIFY THAT I, DOUG H. BURT, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVE SHALL

CITY OF HUDSON OAKS

ZONING CHANGE REQUEST PERMIT APPLICATION

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OVER 25 ACRES \$500.00 PLUS \$10.00 PER ACRE OVE 25
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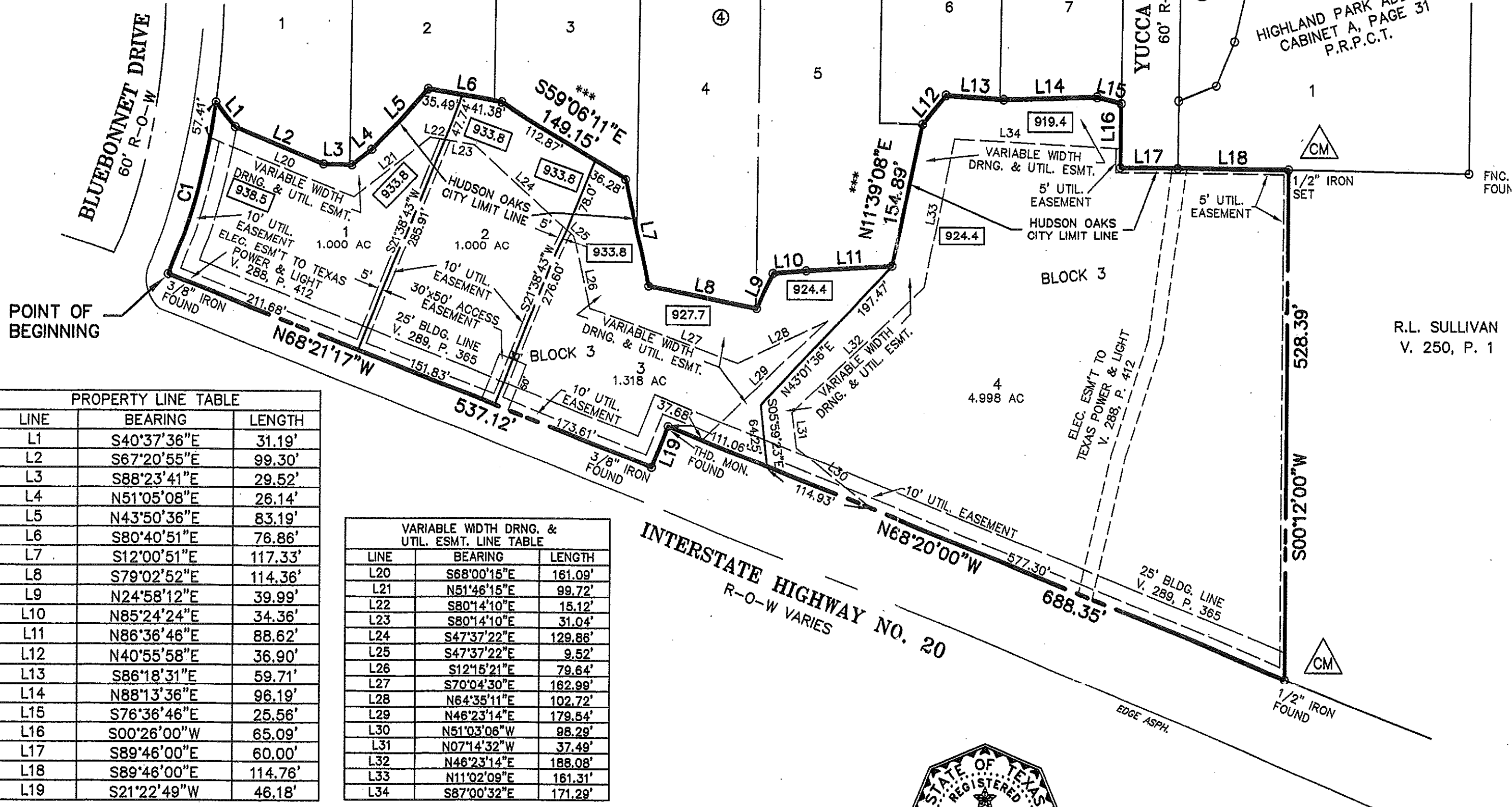
(OFFICE USE ONLY)

RECEIVED BY: Shirley Emore DATE: 3-8-11 TIME: 2:02 PM
FEE: \$ 500.00 DATE PAID: 3-8-11

J. RIDER SURVEY  
ABSTRACT NO. 2503

PARKER COUNTY  
(WEATHERFORD ETJ)

HIGHLAND PARK ADDITION  
CABINET A, PAGE 31  
P.R.P.C.T.



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R.L. SULLIVAN  
V. 250, P. 1

CITY OF HUDSON OAKS, TEXAS

# Planning and Zoning Commission Staff Agenda Report



Consideration of a proposal from Freese and Nichols to develop a comprehensive plan		
<b>Meeting date:</b> April 12, 2011	<b>Agenda Item #:</b> 5	<b>Action being considered:</b> None

### Staff Recommendation:

Recommend approval to the Council of a proposal from Freese and Nichols to develop a comprehensive plan.

### Prior Board or Council Action:

The Planning and Zoning Commission heard a presentation from Freese and Nichols at its March 8, 2011 meeting. During the FY 2011 budgeting process the City Council authorized the appropriation of funds over three fiscal years for the development of a comprehensive plan.

### Background Information/Analysis:

Since the beginning of the new fiscal year, staff has researched and requested proposals from numerous planning firms to develop a comprehensive plan for the City of Hudson Oaks. The comprehensive planning process is projected to last 18 months, starting in August 2011 and ending in January 2012. The process will include extensive public input, data collection, the formation of a steering committee through the Planning and Zoning Commission, the preparation of the community character document, an update to the transportation plan, and an update to the land use plan. After completion of the comprehensive planning document, an implementation plan providing clear objectives, prioritized goals, and implementation mechanisms will be provided to the City for future use.

### Financial Considerations:

The cost of the comprehensive plan has been budgeted over 3 fiscal years for a total allocation of \$38,000. The Freese and Nichols proposal will cost \$39,600 over two fiscal years.

### Attachments:

- Freese and Nichols Proposal

### Staff Contact:

Sheri Campbell-Husband, city administrator  
682-229-2407  
[Sheri.campbell@hudsonoaks.com](mailto:Sheri.campbell@hudsonoaks.com)

Patrick Lawler, assistant city administrator  
682-229-2408  
[Patrick.lawler@hudsonoaks.com](mailto:Patrick.lawler@hudsonoaks.com)

Freese  
*and* Nichols, Inc.

Engineers Environmental Scientists Architects

1701 North Market Street, Suite 500 LB 51 Dallas, TX 75202 214 920-2500 214 920-2565 fax www.freese.com

March 8, 2011

Ms. Sheri Campbell-Husband, AICP  
City Administrator  
City of Hudson Oaks  
210 North Lakeshore  
Hudson Oaks, Texas 76087

Re: Hudson Oaks Comprehensive Plan

Dear Ms. Campbell-Husband:

Freese and Nichols, Inc. is pleased to submit the attached Scope of Services to develop a Comprehensive Plan for the City of Hudson Oaks, Texas ("City"). Our Urban Planning Group has extensive experience working with municipalities and other public sector agencies, including counties, school districts, and metropolitan planning organizations across the State of Texas. We have recently completed comprehensive plans for the cities of Corinth, Red Oak, Burleson, Glenn Heights, Glen Rose, and Cedar Hill.

Our firm's multi-disciplinary capabilities enable us to draw upon a significant resource base of infrastructure planning and design experts. We believe these resources will assist us in facilitating the development of a true Comprehensive Plan document for Hudson Oaks. We will use a strong public involvement process to solicit a broad base of input, develop community goals, and form a long-range plan for the City's leadership to successfully manage growth for years to come.

### SCOPE OF SERVICES

Freese and Nichols (FNI) will render the following professional services in connection with the development of the Project:

#### Project Understanding

The purpose of the study effort is to prepare a Comprehensive Plan for the City of Hudson Oaks through a public input process that incorporates the needs and desires of the community. The Plan will document; 1) existing conditions, 2) community goals and objectives developed through a visioning process, 3) plan recommendations addressing future land use and community character, 4) implementation strategies for coordinated activities to achieve the Vision of the Plan. It is anticipated a Comprehensive Plan Advisory Committee (CPAC) will be created and serve as a steering committee to provide input to the Consultants.

### Overview and Purpose

A community's comprehensive plan can generally be defined as a long-range planning tool that is intended to be used by municipal staff, decision-makers and citizens to direct the growth and physical development of a community for ten years, twenty years or an even longer period of time. This Comprehensive Plan will consist of four basic parts:

- 1) Community Snapshot
  - *Task 1: Growth, Existing Land Uses, Physical Constraints, and Planning Context*
- 2) Vision
  - *Task 2: Vision, Goals, and Objectives*
- 3) Future Land Use and Community Character
  - *Task 3: Future Land Use and Community Character*
- 4) Implementation
  - *Task 4: Implementation Plan*

Our specific work program is as follows:

#### **Task 1: Community Snapshot**

In order to understand where Hudson Oaks is going, it will first be necessary to understand where the City has come from. The first step of the planning process is compiling the Community Snapshot. During this phase, demographic data for the City will be collected, analyzed and graphically depicted to convey an understandable story of who Hudson Oaks is today. Additionally, population growth trends for the City, existing land use and other physical and environmental factors will be examined.

An important component also involves examining the context in which planning decisions will be made. Examining past planning efforts, such as the recently completed Strategic Plan, as well as external factors that could impact City decisions, including the regional transportation initiatives, growth patterns or ongoing planning efforts, will establish the full planning context.

The final outcome of the Community Snapshot element will be the establishment of a foundation from which realistic and informed planning decisions may be made.

#### 1.1 Population Growth and Demographic Profile

In terms of social and economic characteristics, a discussion of the following will be conducted:

- Historical population and related growth trends; and
- Demographic Profile (age, race, income, education, households).

The population projections utilized within the other elements of the Comprehensive Plan will be based in part on this information.

#### 1.2 Existing Land Use Analysis

The pattern of land use that exists today within the City has evolved to satisfy the requirements of the City's growing needs. The activities of local residents create a need for various land uses, as well as for the supplemental systems that support land uses (i.e., thoroughfare systems). The relationships of existing and future land uses will shape the character and quality of life of the community for many years to come. In order to more accurately assess the City's future land use needs, an analysis of past land use trends and present land use patterns are of primary importance.

The following are the specific elements to be documented in order to describe land use characteristics. Assessment of the land use and neighborhood characteristics will be undertaken using the City's existing land use data and aerial photographs, if available.

The existing land use inventory will include:

- Analysis of types of land use (color-coded by category and quantified by acres);
- Discussion of existing development patterns; and
- Discussion of existing land use relationships, both positive and negative.

1.3 Physical Constraints

Hudson Oaks’ man-made and natural physical environment greatly influences its future land use pattern and rate of growth. The following are the specific elements to be documented in order to describe the existing physical environment. Information will come from a variety of sources such as existing data, previous plans or reports as provided by the City, the U.S. Census Bureau, the Federal Emergency Management Agency (FEMA), etc. The City shall provide the latest information regarding municipal boundaries. The physical constraints section will include:

- Documentation of the City’s current municipal boundaries and regulatory control;
- Analysis of the City’s major topographic features, including any areas of unusual topography or extensive tree cover;
- Analysis of the municipal boundaries and ETJs of surrounding cities; and
- Generalized documentation and analysis of existing floodplain areas.

1.4 Planning Context

An understanding of the planning context will help to set the framework for which general planning decisions can be made. This includes an understanding of both local and regional planning efforts as well as issues which may significantly impact future planning decisions within the City. The following are elements to be documented in order to establish the planning context:

- Past and ongoing planning efforts conducted by the City, including the Strategic Plan;
- Regional initiatives, such as planning efforts conducted by North Central Texas Council of Governments and Vision North Texas; and
- External factors which may ultimately impact land use decisions within the City.

Task Product: *The Community Snapshot will be a compilation of written information supported with charts and tables, explaining the importance and meaning of the facts as they relate to Hudson Oaks and the Comprehensive Plan. Maps graphically depicting applicable information will include the following elements:*

- (1) Population growth and demographic snapshot,
- (2) Existing land use analysis,
- (3) Physical limitations of the City, and
- (4) Planning context

**Task 2: Vision, Goals, and Objectives**

Hudson Oaks’ vision is more than simply an idea of what the City wishes to become; a vision is reflective of the many tangible and intangible characteristics and values which Hudson Oaks desires to preserve and provide for current residents and future generations of residents who will call the community home. This important step involves conducting exercises pertaining to what those values and characteristics are and how they may be conveyed and reflected within the physical environment.

A critical portion of this step will include incorporating and building upon activities conducted during the Strategic Plan. Types of exercises that may be necessary during this step include an issue identification exercise, a Visual Character Survey (VCS), and a land use scenario.

Based on information gathered during the visioning process, initial goals, objectives and policy statements will be developed to guide land use, transportation and corridor decisions.

### 2.1 Issue Identification

Issue identification will be key to creating a Comprehensive Plan that is responsive to the City's needs. Therefore, at one of the first meetings of the Comprehensive Plan Advisory Committee (CPAC), members will be solicited to identify issues they believe are important for the Comprehensive Plan to address. Using the 2009 Strategic Plan as a foundation, the issue identification process is envisioned to be a brain-storming session during which each CPAC member provides one or more issues for discussion. There should be a general consensus of the membership that the issue is important and that it should be addressed within the Comprehensive Plan.

### 2.2 Visual Character Survey (VCS)

A Visual Character Survey (VCS) is a technique where respondents are asked to score a series of photographs based on their preferences with regard to what they find to be visually preferable. The photographs illustrate various aspects of the developed environment such as land use, architecture, landscaping, and building orientation. The VCS is an effective method of receiving aesthetic-based input since the survey allows those taking it the ability to view real-world examples of the developed environment. These results will then be used as a basis for the Comprehensive Plan's vision, goals, and objectives.

### 2.3 Land Use Scenario

An initial land use scenario will be developed with the CPAC and will serve as the initial step in visualizing and graphically depicting the community vision, eventually leading to the development of the Future Land Use recommendations. The land use scenario will highlight areas of preservation and areas of change and will begin to organize discussion on key areas within the community, which present future opportunities for Hudson Oaks.

### 2.4 Preparation of Goals and Objectives

Based on the results of the VCS, the issue identification exercise and initial land use scenario, a listing of goals and the objectives will be prepared. This information will be prepared after discussions with staff members to obtain their opinion in formulating the general goals and objectives.

Once this initial process is completed at the staff level, the goals and objectives will be submitted to the CPAC for their review and input. If desired, the Council and Planning and Zoning Commission may also provide input into development of goals and objectives.

Task Product: *The results of the Vision, Goals, and Objectives work effort will be:*

- (1) A written summary of issues and the VCS,*
- (2) A written list of goals and objectives to guide the remainder of the comprehensive planning process, and*
- (3) A draft land use scenario.*

### **Task 3: Future Land Use and Community Character**

Hudson Oaks' Future Land Use Plan is a policy document which is intended to guide City staff and officials as they make decisions on where, when and how the City should grow. Development of a land use plan which is understandable to citizens, City staff, Planning and Zoning Commission and City Council will ensure that a cohesive and unified vision for Hudson Oaks is presented to developers as future development occurs within the community and its corridors. Our mission is to build a land use scenario based upon the recently completed Strategic Plan resulting in the development of a Future Land Use Plan Map that conveys the community's development objectives.

Land use and transportation decisions are interrelated. Therefore, an important part of the Plan for Hudson Oaks will be to meld the recently completed Transportation Plan and the new Future Land Use Plan, considering aesthetics and the context of surrounding land uses in addition to multi-modal options, such as greenway corridors or bike friendly corridors that link and connect various destinations and recreational areas within the community.

This portion of the Comprehensive Plan will take into account existing land use information, current zoning regulations, and development patterns, and will integrate them into the analysis of future land uses. The Future Land Use Plan will set forth a proposed pattern of land use that will be analyzed and respond to:

- Definition and discussion of land use types, including any new types of land use that may be applicable within the City (i.e., mixed use, traditional neighborhood development or TND, etc.);
- Preferences from the Visioning process (one scenario);
- Land use projections that are correlated with population projections;
- Discussion of the *ultimate capacity* (i.e., holding capacity) of the city;
- Consideration of current trends in planning and/or traditional planning;
- Examination of major corridor strategies, including preferred land use and character; and
- Discussion of urban design and character standards.

The Future Land Use Plan will culminate with the depiction of color-coded land uses within the City's planning area. The plan will also consider the following;

- Location of future residential, non-residential, and public land uses,
- Location of environmentally sensitive or other areas that should be considered when making future development decisions and allowing for growth within the City; and
- Location of future land uses along major transportation corridors, and within growth areas, especially around developing residential land uses.

For scoping purposes, one (1) land use scenario will be prepared and detailed with the information listed above.

***Task Product:** The development of a Future Land Use Map graphically depicting desired land uses relative to the goals and objectives of the community. Associated text, charts and tables will support plan recommendations as well as describe the various types of land uses and guidelines included within. Special attention to the land use and design guidelines and characteristics of Interstate 20 and U.S. Highway 180 will be developed.*

#### **Task 4: Implementation Plan**

The Implementation Plan will be structured into a coordinated action program so that City leaders, staff, and other decision-makers can easily identify the steps that are necessary to achieve the vision for the City that is described within the Comprehensive Plan. The Implementation Plan will outline priorities primarily by:

- Reviewing the various policies and related recommendations from each Plan element;
- Dividing the policies and related recommendations into applicable implementation techniques/actions – an overall Action Plan – such as regulatory actions (e.g., possible zoning or subdivision ordinance updates), programs, and intergovernmental partnerships; and
- Prioritizing the implementation techniques/actions into appropriate timeframes.

***Task Product:** The Implementation Plan will represent the initial action plan to take Plan policies and related recommendations from vision to reality, and will include practical and specific steps for implementing the Comprehensive Plan within the near-term (i.e., 2011-2021) and within a longer-term planning horizon (2021 – 2031).*

#### **Task 5: The Comprehensive Plan Document**

The culmination of the planning process will result in a Comprehensive Plan document containing the following elements:

- *Task 1: Community Snapshot*
- *Task 2: Vision*
- *Task 3: Future Land Use and Community Character*
- *Task 4 : Implementation Plan*

### Plan Document

This document will be created in digital format, including both text and mapping, such that it will be easily reproducible. It will also have the ability to be integrated into Hudson Oaks' website, if desired. Integration of document maps or files to the City's website will be conducted by the City.

Draft documents will be prepared as part of the plan process. It is anticipated that one (1) initial draft of the plan will be prepared for review by the City and the CPAC. Based on comments received by the City, a final document will be prepared. For cost estimate purposes, we have assumed ten (10) copies of the initial draft will be prepared as part of the review process and five (5) copies of the final Comprehensive Plan will be prepared for final submittal to the City.

Electronic files of the final Comprehensive Plan will also be provided to the City. All document text will be produced in Microsoft Word and Adobe Acrobat PDF format.

### Plan Mapping

Project mapping is vital to both dissemination of information at meetings as well as to the Comprehensive Plan document. All mapping will be prepared using ESRI's ArcGIS software. It is assumed that the City will provide all necessary base mapping data in compatible electronic format in order to generate necessary mapping. If there is the need to create base map information or rectify other existing data, such effort will be billed separately on an hourly basis.

Task Product: *The results of the Comprehensive Plan documentation will be:*

- *Ten (10) copies of the initial draft of the Comprehensive Plan,*
- *Five (5) color copies of the final Comprehensive Plan, and*
- *One (1) CD with digital files of the final Comprehensive Plan, including mapping data.*

### **Meetings (Five Meetings)**

Ultimately, the ability of the Plan to truly reflect the desires of the community will be directly dependent upon the City's involvement and commitment to the planning process, especially on the part of City officials, City leaders, Staff, and the citizens of Hudson Oaks.

Based on our experience, we have included five (5) meetings with the City to be conducted throughout the Comprehensive Plan effort. These meetings include meetings with City staff, the City Council, the CPAC, as well as any workshops and public hearings. To minimize travel expenditures, we have assumed that City Staff meetings will be conducted in conjunction with other CPAC, workshop or public hearings, or alternatively, be held via teleconference. Should additional meetings be necessary, they will be billed on an hourly basis plus associated travel expenses.

Task Product: *The following meetings have been included:*

- *Three (3) Meetings with the Comprehensive Plan Advisory Committee (CPAC), and*
- *Two (2) Public Hearings/Meetings with the Planning & Zoning Commission/City Council.*

### **TIME OF COMPLETION**

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

The project shall begin in August 2011, following the release of the Census data set schedule for July 2011. Based upon our approach, we believe the described planning process should take six (6) months to complete with the technical work being completed in five (5) months. While the time for meetings may vary, we believe the adoption can be compressed to one month, with City Staff assisting in the coordination of the approval process.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

## RESPONSIBILITIES OF CITY

CITY shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the plans and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. CITY shall make or arrange to have made all subsurface investigations, including, but not limited, to borings, test pits, soil resistivity surveys, and other subsurface explorations. CITY shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by CITY.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CITY may require or FNI may reasonably request with regard to legal issues pertaining to the Project.



**DESIGNATED REPRESENTATIVES**

FNI and CITY designate the following representatives:

CITY's Designated Representative

Sheri Campbell-Husband, AICP  
210 North Lakeshore  
Hudson Oaks, Texas 76087  
Phone: 682-229-2400  
Fax: 682-229-2429  
E-mail: [sheri.campbell@hudsonoaks.com](mailto:sheri.campbell@hudsonoaks.com)

CITY's Accounting Representative

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

FNI's Project Manager

Mr. Daniel Harrison, AICP  
1701 North Market Street, Suite 500  
Dallas, TX 75202  
Phone: 214-217-2374  
Fax: 214-217-2320  
E-mail: [cf@freese.com](mailto:cf@freese.com)

FNI's Accounting Representative

Jana Collier  
4055 International Plaza, Suite 200  
Fort Worth, Texas 76109-4895  
Phone: 817-735-7354  
Fax: 817-735-7492  
E-mail: [jvc@freese.com](mailto:jvc@freese.com)

**COMPENSATION**

FNI proposes to furnish our services as described herein in accordance with Attachment CO, "Compensation". The total fee for Basic Services shall be computed on the basis of Attachment CO but shall be the lump sum fee of Thirty-Nine Thousand Six Hundred Dollars (\$39,600). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the City for the City's approval before proceeding. Additional services shall be computed based on the Schedule of Charges found in Attachment CO.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

**TERMS AND CONDITIONS OF AGREEMENT**

We propose to furnish our services as described herein in accordance with Attachment TC, "Terms and Conditions of Agreement".



We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the services described above and wish for us to proceed with this assignment, please sign below and return one copy of the agreement for our files.

Yours very truly,

Approved:

**FREESE AND NICHOLS, INC.**

**CITY OF HUDSON OAKS**

Dan Sefko, FAICP  
Associate

By: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

MIKE WAYTS

Title: \_\_\_\_\_

Principal

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

**COMPENSATION**

**Schedule of Charges:**

<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Position</u>	<u>Min</u>	<u>Max</u>
PRINCIPAL	142.42	322.62	3D VISUALIZATION COORDINATOR	106.76	138.16
GROUP MANAGER	162.05	213.27	ENVIRONMENTAL SCIENTIST VII	132.67	177.68
ENGINEER VIII	172.24	221.88	ENVIRONMENTAL SCIENTIST VI	117.43	151.97
ENGINEER VII	147.06	190.32	ENVIRONMENTAL SCIENTIST V	102.45	132.58
ENGINEER VI	129.61	182.79	ENVIRONMENTAL SCIENTIST IV	84.88	115.51
ENGINEER V	109.25	141.38	ENVIRONMENTAL SCIENTIST III	74.10	97.21
ENGINEER IV	94.97	125.05	ENVIRONMENTAL SCIENTIST II	52.19	67.54
ENGINEER III	84.67	121.10	ENVIRONMENTAL SCIENTIST I	49.32	63.83
ENGINEER II	73.24	94.78	ARCHITECT VI	128.62	181.25
ENGINEER I	69.83	90.37	ARCHITECT V	94.11	121.79
ELECTRICAL ENGINEER VI	135.38	175.19	ARCHITECT IV	84.85	109.80
ELECTRICAL ENGINEER V	106.23	137.47	ARCHITECT III	82.28	106.48
ELECTRICAL ENGINEER IV	89.62	115.97	ARCHITECT II	68.92	89.19
ELECTRICAL ENGINEER III	81.94	106.04	ARCHITECT I	55.86	72.29
ELECTRICAL ENGINEER II	78.73	101.89	LANDSCAPE ARCHITECT V	95.42	123.48
ELECTRICAL ENGINEER I	73.32	94.88	LANDSCAPE ARCHITECT INTERN	59.80	77.39
MECHANICAL ENGINEER VI	128.97	166.90	PLANNER VI	120.14	164.08
MECHANICAL ENGINEER V	117.53	152.10	PLANNER V	91.25	118.09
MECHANICAL ENGINEER IV	106.09	137.30	PLANNER IV	77.65	100.49
MECHANICAL ENGINEER III	87.21	112.86	PLANNER III	66.30	85.80
MECHANICAL ENGINEER II	75.44	97.63	PLANNER II	61.49	79.57
MECHANICAL ENGINEER I	66.92	86.61	PLANNER I	56.68	73.35
PROGRAM MANAGER II	132.79	171.85	HYDROLOGIST VI	110.38	142.85
PROGRAM MANAGER I	121.75	157.55	HYDROLOGIST V	98.61	127.62
CONSTRUCTION CONTRACT ADMIN III	95.70	144.68	HYDROLOGIST IV	86.84	112.38
CONSTRUCTION CONTRACT ADMIN II	78.21	120.70	HYDROLOGIST III	80.70	104.44
CONSTRUCTION CONTRACT ADMIN I	61.90	89.90	HYDROLOGIST II	74.57	96.50
DOCUMENT CONTROL CLERK	67.04	86.75	GEOTECHNICAL ENGINEER VI	141.52	183.14
SR DESIGNER	117.70	152.32	RIGHT OF WAY AGENT	69.32	89.70
DESIGNER II	97.54	126.23	PUBLIC INVOLVEMENT COORDINATOR	80.33	103.96
DESIGNER I	84.92	109.90	WEB SERVICES ADMINISTRATOR	80.48	104.15
SR CADD DESIGNER	95.40	123.45	WORD PROCESSING/SECRETARIAL	43.91	66.38
CADD DESIGNER	94.36	122.11	OPERATIONS ANALYST	81.66	114.46
TECHNICIAN IV	73.78	95.48	CONTRACT ADMINISTRATOR	55.44	71.74
TECHNICIAN III	61.10	82.22	INFORMATION SERVICES SUPERVISOR	52.92	68.49
TECHNICIAN II	55.80	74.85	INFORMATION SERVICES CLERK III	39.32	50.88
TECHNICIAN I	42.02	56.38	INFORMATION SERVICES CLERK II	29.53	38.22
GIS COORDINATOR	86.99	112.58	INFORMATION SERVICES CLERK I	31.03	34.93
GIS ANALYST IV	81.00	104.82	CO-OP	31.90	58.00
GIS ANALYST III	59.11	82.80			
GIS ANALYST II	50.22	65.00			
GIS ANALYST I	41.91	54.23			

The ranges and individual salaries will be adjusted annually.

**RATES FOR INHOUSE SERVICES**

<u>Computer and CAD</u>		<u>Calcomp Plotter</u>		<u>Print Shop</u>	
PC CAD Stations	\$10.00 per hr.	Bond		Color Copies & Printing	\$0.50 per single side copy
		Other			\$1.00 per double side copy
		Color		Black & White Copies & Printing	\$0.10 per single side copy
					\$0.20 per double side copy
				Binding	\$5.75 per book

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

*MDW*

**TERMS AND CONDITIONS OF AGREEMENT**

- 1. **DEFINITIONS:** The term Owner as used herein refers to the City of Hudson Oaks. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000	Each Accident	\$500
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000	\$3,000 Annual Aggregate	

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI MNW  
OWNER \_\_\_\_\_

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however; it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.