

**RESOLUTION 16-61**

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN, TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH CAMIROS FOR PLANNING CONSULTANT SERVICES TO REWRITE THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS**

**WHEREAS**, the City of Spring Hill has prioritized a comprehensive rewrite of the Zoning Ordinance and Subdivision Regulations; and

**WHEREAS**, the City of Spring Hill desires to provide for the health, safety, and welfare of its citizens; and

**WHEREAS**, the Board of Mayor and Aldermen has included the project in the 2015-2016 budget and authorized staff to proceed; and

**WHEREAS**, a Selection Committee of citizens, staff, Planning Commissioners, and Aldermen was assembled to interview consultants and has made a recommendation to the Board of Mayor and Aldermen; and

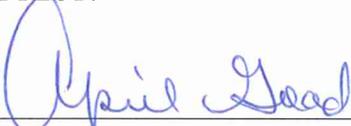
**WHEREAS**, the Board of Mayor and Aldermen has endorsed the selection of Camiros for the project;

**NOW, THEREFORE BE IT RESOLVED**, that City of Spring Hill authorizes the Mayor of Spring Hill, TN, to sign a professional services agreement with Camiros, Ltd to provide consulting services for the Zoning Ordinance and Subdivision Regulations; and

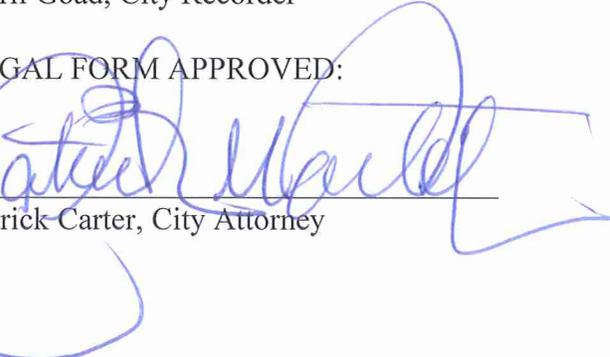
Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 16<sup>th</sup> day of May, 2016.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

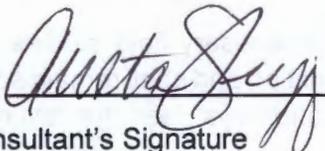
CITY OF SPRING HILL, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
CITY OF SPRING HILL CONTRACT No. 2016-0003

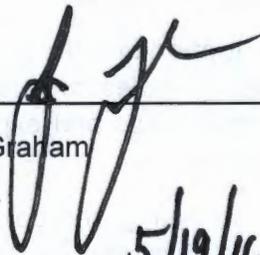
THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Spring Hill, Tennessee, hereinafter referenced as "City", and CONSULTANT NAME HERE, hereinafter referenced as "Consultant", who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide professional services in connection with the City's project hereinafter referenced as Project. The Project is described as follows:

Planning consultant services to rewrite the Zoning Ordinance and Subdivision Regulations in accordance with the terms and conditions of this Agreement.

The Spring Hill Board of Mayor and Alderman Approved this Agreement on the 16th day of May 2016.

BY:   
Consultant's Signature  
Title: Principal  
Date: 5.23.16

BY:   
Rick Graham  
Mayor  
Date: 5/19/16

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, SCOPE OF SERVICES; (b) the failure of any contractor, subcontractor, consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, SCOPE OF SERVICES.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

(1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may, by written notice to the other, terminate this Agreement. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS AND DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service with respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse, at the discretion of the Consultant) whether or not the Project is completed.

on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

7.8 Any verification or adaptation of the documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

## ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from its activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

## ARTICLE 9. PAYMENT.

9.1 City will compensate Consultant for services and expenses in accordance with Attachment A by a payment of a predetermined not to exceed fee of \$250,000; and services outside of or in addition to those of Attachment A shall be compensated for on an hourly fee basis plus

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to its successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under the law for all general and implied warranties. The City does not waive any rights it may have to any and all remedies provided by law and, therefore, any attempt by Consultant to limit its liability shall be void and unenforceable.

#### ARTICLE 11. EXTENT OF AGREEMENT:

11.1 CHOICE OF LAW. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee.

11.2 VENUE AND JURISDICTION. Venue and jurisdiction for the enforcement of this Agreement shall be in the Circuit Court for Maury County.

11.3 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement shall be amended only by written instrument signed by City and Consultant.

ARTICLE 12. NOTICE. Notice, when required, shall be in writing by certified return receipt mail to the Parties at the following addresses:

Mayor Rick Graham  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Patrick M. Carter, Esq.  
P.O. Box 1431  
Columbia, TN 38402-1431

Camiros, Ltd.  
411 S Wells  
Chicago, IL 60607

#### ARTICLE 13. DISPUTE RESOLUTION, BREACH.

13.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue

## ATTACHMENT A SCOPE OF CONSULTANT SERVICES

### PHASE 1: EVALUATION

The purpose of Phase 1 is to identify the regulatory issues and complete a technical diagnosis and, working with stakeholders and the City, determine drafting direction for the Zoning Ordinance and Subdivision Regulations (ZO/SR). This phase consists of the following tasks.

#### **Task 1-1: Internal Kick-Off Meeting & Public Participation Program, & Reconnaissance**

*Deliverable: Public Participation Program*

The Consultant will meet with City staff to kick-off the project, finalize the project scope, work schedule, and public participation program, and obtain all existing ordinances, plans, and data relevant to the project. Consultant will also undertake a reconnaissance led by staff to tour Spring Hill and understand the issues involved in the application of the current regulations. Consultant will discuss major issues with current development regulations, understand development trends that need to be addressed, and determine the specific steps needed to address these goals with staff.

We will work with staff to establish a Public Participation Program (PPP) for the project. Major project meetings are outlined in this scope and serve as mile-markers for major phases. The PPP will outline additional elements to ensure that City staff and elected officials, as well as the public, are informed about the project and able to provide input. We intend to evaluate the following techniques and their applicability to the Spring Hill planning process. Where applicable, we will slot them into the scope steps.

- » Establish geographic areas for larger public events
- » Promotional and educational materials and distribution methods (meetings, online, other availability)
- » The use of visual preference surveys, both online and in meetings
- » Zoning issue surveys, both online and in meetings
- » Live keypad polling at public meetings
- » Use of tablets (by both consultant and staff personnel) to collect public opinion at public events and public gathering spaces
- » Utility of 3<sup>rd</sup> party programs such as Textizen ([www.textizen.com](http://www.textizen.com)), which allow for polling and information gathering via texting

#### **Task 1-2: Website & Branding**

*Deliverable: Website and project brand*

We will create a project "brand" in this task, which will include a project logo and, if desired, tagline. This will help those interested in the project to track all materials related to the ZO/SR. We will also create a project website that contains updates on the project status, all work products related to the project, drafts of the ordinance available for viewing and download, documentation of all public input, and feedback mechanisms. We will also establish how to use social media, such as Facebook and Twitter.

Additionally, we will provide the City with a PowerPoint presentation at the beginning of each phase of the project outlining the process and progress that can be used by City Officials at various community meetings.

#### **Task 1-3: Stakeholder Interviews**

*Deliverable: Written summary of interviews*

The Consultant will conduct interviews with select public and private stakeholders. The Consultant will work with staff to determine how to schedule interviews. Participants should include City staff, representatives of boards and commissions, representatives of local citizen activist groups, historic preservationists, realtors, developers, architects, neighborhood organization representatives, and others identified by staff. These would be conducted over two consecutive days.

#### **Task 1-4: "Shadowing" and Site Analysis**

*Deliverable: Written summary of findings*

We will conduct two public workshops on the findings of the Technical Review and Approaches Report, which may include a weekend afternoon if such time would allow for more participation. The workshop would include an interactive component as determined in the PPP, such as keypad polling, tablet surveys, and/or group exercises. All input would be documented. We will prepare appropriate a hand-out(s) to familiarize citizens with the project and the general directions established by the Report. We will work with staff to organize these workshops into geographic areas if desired in order to receive more specific feedback from the public. If time permits, the Consultant will meet with specific interest groups to discuss the Report, as needed.

## **PHASE 2: DRAFTING**

The purpose of this phase is for the Consultant to take the input received in Phase 1 and prepare a full and complete draft ZO/SR. Testing and modeling of new regulations, as well as mapping, will take place during each draft iteration, and for any particular issues that emerge during draft review. Informational materials as to new regulations within the ordinances will be prepared as needed for public release. Staff will take the lead in preparation of a revised zoning map, with the Consultant preparing mapping principles, providing input, and undergoing review of proposed revisions to the map.

### **Task 2-1: Prepare Draft 1**

*Deliverable: Draft 1 (electronic copy)*

The Consultant will prepare a first draft of the ZO/SR for review by the SRC. This draft will include all sections of the ZO/SR, but will contain questions and notations that need specific staff input.

### **Task 2-2: Staff Review of Draft 1**

*Deliverable: Written summary of meeting discussions*

The Consultant will submit the draft ZO/SR for SRC review. Consultant will conduct a consecutive multi-day review session with the committee. We anticipate three days for review, up to a maximum of four.

### **Task 2-3: Specific Issue Outreach/Charrettes**

*Deliverable: Presentation Materials*

During the first draft review (prior to preparation of Draft 2), there may be cases where more specific policy direction is required, which cannot be provided through the SRC review. In such case, the Consultant and staff will compile such issues and present them to the ZAC in a meeting to secure further guidance related to the preparation of Draft 2. Should the ZAC determine that a broader outreach is necessary to provide such guidance, the Consultant will conduct up to three days of public outreach and/or charrettes for this purpose (multiple meetings can be held on the same day). The groups and/or individuals to be invited to such meetings will be identified by the SRC and ZAC.

### **Task 2-4: Prepare Draft 2**

*Deliverable: Draft 2 (electronic copy)*

This is a work task used to prepare Draft 2. All changes requested in Task 2-2 and refined directions reflecting the findings of Task 2-3 will be incorporated into Draft 2. The Consultant will submit the draft to the SRC, who will review the document and determine any immediate changes that need to be made prior to release to the ZAC.

### **Task 2-5: ZAC Review**

*Deliverable: Presentation Materials*

The Consultant will attend review meetings with the ZAC to review Draft 2. It is anticipated that during this time, we will also meet with officials and select groups as needed to brief them on the progress of the assignment.

### **Task 2-6: Prepare Draft 3**

*Deliverable: Draft 3 (electronic copy)*

This is a work task used to prepare Draft 3. All requested changes from the ZAC will be incorporated into Draft 3. The Consultant will submit the draft to the SRC, who will review the document and determine any immediate changes that need to be made prior to public release.

**ATTACHMENT B**  
**WORK ORDER FORM**

This work order is for consulting services to be provided by Camiros, Ltd., pursuant to the provisions of the Agreement between the City of Spring Hill, Tennessee and Camiros, Ltd., dated, \_\_\_\_\_, 201\_.

WORK ORDER NUMBER: \_\_\_\_\_

(To be filled out by the Consultant)

**ASSIGNMENT**

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**SERVICES TO BE PERFORMED**

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**COST**

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**SUBMITTED**

DATE: \_\_\_\_\_

(To be completed by the Client)

**COMMENTS**

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**APPROVED BY PLANNING DIRECTOR**

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DATE: \_\_\_\_\_

**APPROVED BY ASSISTANT CITY ADMINISTRATOR**

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DATE: \_\_\_\_\_

**SUBJECT:** Discussion for Scope of Consultant Services

**DATE:** May 2, 2016

**ATTENTION:** Board of Mayor and Aldermen (BOMA)

**DEPARTMENT HEAD:** Dara Sanders, City Planner



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## STAFF MEMORANDUM

Following the Board of Mayor and Aldermen project award of the rewrite of the City's Zoning Ordinance and Subdivision Regulations, staff has negotiated a scope of consultant services (attached to this memo) and is presenting the proposal to the BOMA for discussion prior to finalizing a contract with the consultant. This scope is divided into three (3) phases:

**Phase 1: Evaluation.** This phase assesses the City's current rules and processes and identifies a path forward. The consultant will plan the public participation program and research all available City data, history, and issues. Major events to expect during Phase 1 are as follows –

- Creation of a project website and brand
- Interviews with private and public stakeholders (see Task 1-3 for a general list)
- Creation of a staff review committee and a zoning advisory committee (vetted by staff and appointed by the Mayor)
- Town Hall Meeting
- Technical Review and Approaches Report (recommends how to proceed with rewriting the City's rules)

**Phase 2: Drafting.** During this phase, the consultant team will take all input received during Phase 1 and prepare a full and complete draft of the new rules. This scope guarantees the City

- A minimum of four drafts before presenting a final draft to the Planning Commission and BOMA
- Three days dedicated to public outreach and/or charrettes to address specific issues
- Four public open houses to present the fourth draft

**Phase 3: Adoption.** The consultant will present the final adoption draft at a series of public hearings, including the Planning Commission and BOMA meetings. This scope clearly outlines the deliverables required from the consultant –

- One public presentation of the adoption draft
- Attendance at two public hearings for the ordinance
- Attendance at up to three BOMA meetings
- One electronic copy and 20 hard copies of the adopted regulations
- One electronic copy and 20 hard copies of a User Guide for the public, staff, boards, committees, and commissions.

**Summary:** This scope of consultant services is structured with mechanisms to provide throughout the process so that the community, Administration, and the BOMA are aware of the project's progress and impact on the City. The following is a summary of the deliverables guaranteed by the scope –

- Interactive project website for the life of the project
- Report outlining recommendations for the new regulations
- Several stakeholder meetings to occur over 2 full days
- 11 public meetings with interactive technology
- 4 drafts of the new regulations
- 1 final adoption draft of the new regulations
- The option of one weekend event
- 2 public hearings
- 3 BOMA meetings
- 20 hard copies and one editable electronic copy of the new regulations
- User Guide that makes our new rules easy to understand

City of Spring Hill, Tenn.

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199 Town Center Parkway | Spring Hill, TN 37174 | (931) 486-2252

**ATTACHMENT 1  
SCOPE OF CONSULTANT SERVICES  
COMPONENT A**

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**Task 1-3: Stakeholder Interviews**

*Deliverable: None*

The Consultant will conduct interviews with select public and private stakeholders. The Consultant will work with staff to determine how to schedule interviews. Participants should include City staff, representatives of boards and commissions, representatives of local citizen activist groups, historic preservationists, realtors, developers, architects, neighborhood organization representatives, and others identified by staff. These would be conducted over two consecutive days.

**Task 1-4: “Shadowing” and Site Analysis**

*Deliverable: None*

A Camiros staff person will spend a day “shadowing” a key zoning administration staff person to understand the “real world” application of zoning approvals and procedures. As part of this task, Camiros will also conduct specific site surveys and analysis, and create a photo library for use during the project.

**Task 1-5: Creation of Staff Review Committee and Zoning Advisory Committee**

*Deliverable: None*

The Consultant will work with staff to assemble a Zoning Advisory Committee (ZAC) to provide policy direction and decisions, as appropriate, during the course of the assignment. The Consultant will report progress on the ZO/SR update at appropriate points in the process and secure necessary approval and/or direction in order to move forward in the assignment. Following formation of the committee, the Consultant will present an overview of the process to the ZAC, which will conclude with an open discussion of major issues to be addressed within the new UDC.

The Consultant will work with staff to assemble a Staff Review Committee (SRC), made up of key City staff, to participate in the review of all drafts.

**Task 1-6: Town Hall Meeting**

*Deliverable: Presentation Materials*

We will conduct a city-wide town hall meeting to introduce the public to the project. We will highlight the key elements of the process and general directions of the project, allowing for public input to highlight key issues.

#### **Task 1-7: Technical Review & Approaches Report**

*Deliverable: Technical Review and Approaches Report (Draft and Final)*

After reviewing the current ordinances and policy documents, meeting with staff, conducting stakeholder interviews, formation of the ZAC and SRC, town hall meeting, and "shadowing," the Consultant will prepare a Technical Review and Approaches Report that identifies key problems, inconsistencies, omissions, and gaps between regulations and policies. More specifically, this report includes:

- » A technical analysis and evaluation of the current regulations
- » An audit of current development regulations
- » An analysis of how well the zoning districts match existing development patterns and future land use policies
- » An analysis of how well the subdivision regulations facilitate desired development patterns and future land use policies
- » How well the regulations implement the Plan and established City policies, and how well the regulations integrate with other ordinances and initiatives, including a summary of consistencies or inconsistencies
- » Where the regulations meet or fail to meet public expectations
- » A summary of "best practices" solutions for key issues in Spring Hill
- » The general strengths and weaknesses of the existing regulations - especially structure, organization, clarity, ease of use, existing zoning districts and district standards, regulations of general applicability, definitions and procedures

An approach to making the ZO/SR easier to understand through graphics, matrices, and maps will also be included. This report will also include an outline of the proposed structure.

Finally, this report will outline if creating a Unified Development Code would benefit the City of Spring Hill, since the zoning regulations and the subdivision regulations are being updated simultaneously. (The creation of a UDC does not change the cost of the project.)

We will review the report with the SRC and make all requested revisions. The Consultant will present the report to the ZAC to gain feedback prior to public release. We will make any requested revisions prior to such release.

#### **Task 1-8: Public Workshop**

*Deliverable: Presentation Materials*

We will conduct two public workshops on the findings of the Technical Review and Approaches Report, which may include a weekend afternoon if such time would allow for more participation. The workshop would include an interactive component as determined in the PPP, such as keypad polling, tablet surveys, and/or group exercises. All input would be documented. We will prepare appropriate a hand-out(s) to familiarize citizens with the project and the general directions established by the Report. We will work with staff to organize these workshops into geographic areas if desired in order to receive more specific feedback from the public. If time permits, the Consultant will meet with specific interest groups to discuss the Report, as needed.

### **PHASE 2: DRAFTING**

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#### **Task 2-1: Prepare Draft 1**

*Deliverable: Draft 1 (electronic copy)*

The Consultant will prepare a first draft of the ZO/SR for review by the SRC. This draft will include all sections of the ZO/SR, but will contain questions and notations that need specific staff input.

#### **Task 2-2: Staff Review of Draft 1**

*Deliverable: None*

The Consultant will submit the draft ZO/SR for SRC review. Consultant will conduct a consecutive multi-day review session with the committee. We anticipate three days for review, up to a maximum of four.

#### **Task 2-3: Specific Issue Outreach/Charrettes**

*Deliverable: Presentation Materials*

During the first draft review (prior to preparation of Draft 2), there may be cases where more specific policy direction is required, which cannot be provided through the SRC review. In such case, the Consultant and staff will compile such issues and present them to the ZAC in a meeting to secure further guidance related to the preparation of Draft 2. Should the ZAC determine that a broader outreach is necessary to provide such guidance, the Consultant will conduct up to three days of public outreach and/or charrettes for this purpose (multiple meetings can be held on the same day). The groups and/or individuals to be invited to such meetings will be identified by the SRC and ZAC.

City of Spring Hill, Tenn.

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**Task 2-4: Prepare Draft 2**

*Deliverable: Draft 2 (electronic copy)*

This is a work task used to prepare Draft 2. All changes requested in Task 2-2 and refined directions reflecting the findings of Task 2-3 will be incorporated into Draft 2. The Consultant will submit the draft to the SRC, who will review the document and determine any immediate changes that need to be made prior to release to the ZAC.

**Task 2-5: ZAC Review**

*Deliverable: Presentation Materials*

The Consultant will attend review meetings with the ZAC to review Draft 2. It is anticipated that during this time, we will also meet with officials and select groups as needed to brief them on the progress of the assignment.

**Task 2-6: Prepare Draft 3**

*Deliverable: Draft 3 (electronic copy)*

This is a work task used to prepare Draft 3. All requested changes from the ZAC will be incorporated into Draft 3. The Consultant will submit the draft to the SRC, who will review the document and determine any immediate changes that need to be made prior to public release.

**Task 2-7: Public Open Houses**

*Deliverable: Presentation Materials*

The Consultant will conduct up to four public open houses, to be organized by geographic areas, which may include a weekend afternoon if such time would allow for more participation. This would include a brief presentation of the new ZO/SR, with the team present to field questions and comments. This would be conducted in an open house format with "stations" for each major component of the ZO/SR that attendees can visit, staffed by the team and City staff. It is anticipated that the public open houses will occur in the evening. As time permits, the Consultant will meet with specific interest groups to discuss the draft, as needed.

**Task 2-8: Prepare Public Hearing Draft**

*Deliverable: Public Hearing Draft (electronic copy)*

This is a work task used to prepare the public hearing draft.

**PHASE 3: ADOPTION**

In this phase, the Consultant will assist in taking the ZO/SR from hearings to adoption.

**Task 3-1: Public Meeting Presentation**

*Deliverable: Presentation Materials*

The Consultant will conduct one public meeting to present the final public hearing draft to the public. This task would also include updated material to guide users and summarize key changes. These can also be conducted as Planning Commission public meeting.

**Task 3-2: Public Hearings**

*Deliverable: Presentation Materials*

We will present the new Ordinance at a series of public hearings. This task would also include updated material to guide users and summarize key changes. We would attend up to two public hearings on the Ordinance.

**Task 3-3: Adoption and Phasing**

*Deliverable: Presentation Materials; Final Adopted Ordinance (electronic copy and 20 hardcopies)*

We will attend meetings to see through the adoption of the final Ordinance. Following adoption, we will provide the final version of the Ordinance. We would attend up to three Board of Mayor and Aldermen meetings to see the Ordinance through to adoption.

**Task 3-4: Ordinance Guidebook**

*Deliverable: Training Manual (electronic copy and 20 hardcopies)*

Following adoption, we will create a User Guide for use by the public and staff that explains how to use the new ordinance.

**SUBJECT:** Resolution 16-61 (Consultant Services Agreement)

**DATE:** May 16, 2016

**ATTENTION:** Board of Mayor and Aldermen (BOMA)

**DEPARTMENT HEAD:** Dara Sanders, Planning Director



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**STAFF MEMORANDUM**

Following the Board of Mayor and Aldermen project award of the rewrite of the City's Zoning Ordinance and Subdivision Regulations, staff has negotiated a scope of consultant services (attached to this memo) and is presenting the proposal to the BOMA for discussion prior to finalizing a contract with the consultant.

Staff has made the changes to the scope of consultant services requested during the work session and has prepared the Professional Services Agreement for BOMA approval. This agreement includes two attachments: the scope of services and a work order form. This work order form (also known as a "change order") is required to perform any work outside of the scope of services, such as additional public meetings not outlined in the scope or preparation of an additional draft.