

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0134**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **TOWN PLANNING & URBAN DESIGN COLLABORATIVE LLC (TPUDC)** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

FRANKLIN ZONING ORDINANCE

1. SCOPE OF SERVICES. Consultant shall provide PLANNING AND ZONING SERVICES for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED EIGHTY and NO/100 DOLLARS** (\$136,680.00).

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 2018.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 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 Article.
- 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.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if

the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

- 5.1 By mutual agreement, this Agreement 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 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 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.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, 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 in 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.
 - 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
 - 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or 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 sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies 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 their 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 pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 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 their 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 City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to 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 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 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 may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 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 diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



September 14, 2018

Re: City of Franklin Zoning Ordinance Services Work Plan

The following Phases 1-6 are proposed to complete the City of Franklin Zoning Ordinance and adoption process. Phases 1-4 are proposed to take place during the 2019 fiscal year ending on June 30, 2019. Phases 5 and 6 would take place the following budget year and would be completed under an addendum to the Professional Services Agreement.

PHASE 1: PROJECT INITIATION

Task 1.1: Project Initiation Meeting

This will be a meeting to begin the process of collaboration between City Staff and the TPUDC Team, and to ensure that expectations and needs are managed and met throughout the Project. It will include:

- Identification and confirmation of the over-arching goals for the Project.
- Establishment of Staff/Team interface and collaborative structure
- Project organization
- Staff coordination
- Procedures for sharing information
- Setting specific goals based on the Staff's perspective and the TPUDC Team's experience
- Discussion of Project Schedule
- Establishment of measures of success
- Discussion of outreach and engagement objectives and strategy
- Discussion of provide background information and details on issues of immediate concern
- Identification of materials, base maps, and GIS information to be provided by Staff
- Identification and discussion of Project stakeholders

Task 1.2: Joint Meeting with City Departments

This meeting will facilitate coordination and review by relevant City departments.

Task 1.3: City Tour with Staff

Staff and TPUDC take a City tour to discuss, review, and identify location-specific opportunities and constraints.

Task 1.4: Decision-Maker Interviews

TPUDC will conduct individual interviews with each member of the Board of Mayor and Aldermen and Planning Commission at meetings arranged in coordination with TPUDC.

Task 1.5: Project Management Plan

Staff and the TPUDC team will establish a set of project milestones and will create a Project Management Plan that identifies the roles of Staff, the TPUDC Team, and other Project participants, and sets out in detail the Work Plan and Project Schedule. TPUDC will meet with Staff on a bi-weekly basis and at other necessary times to review progress and assess needs as they arise, discuss the status of the project, receive feedback, and reconfirm the project schedule.

Task 1.6: Outreach & Engagement Plan

Creation with Staff of an Outreach and Engagement Plan to engage and educate the community.

Task 1.7: Project Management

General project management of work items occurring during this Phase.

PHASE 2: INITIAL COMMUNITY OUTREACH & ENGAGEMENT

TPUDC will lead a Community Outreach and Engagement process for the Zoning Ordinance project. This will be developed in coordination with Staff and will include the following initial outreach and engagement tasks as well as others described in later Phases:

Task 2.1: Project Branding

The TPUDC Team will work with Staff to develop a project brand to ensure the community knows about the project and actively participates in the process.

Task 2.2: Online Engagement

TPUDC will provide an interactive web platform that includes the following tools: map-based interactive tools, surveys, discussion forums, polls, and storytelling. It also allows Staff and the Project Team to maintain a contact list of participants and send out newsletters to keep people informed and engaged. TPUDC will provide website content, including text, event photos, maps, renderings and other images, as well as an explanation of the Project goals and timeline. TPUDC can providing training so that City Staff can administer the webtool as well.

Task 2.3: Print, Social Media and Media Campaign

TPUDC will develop with Staff a Project Print, Social Media, and Media Campaign.

Task 2.4: Initial Community Outreach & Engagement Events

In coordination with Staff, the TPUDC Team will facilitate and direct the following Initial Community Outreach and Engagement Events to engage the public and gain insight into issues that may need to be addressed in the Zoning Ordinance:

2.4.1: Community Kickoff Meeting

TPUDC will conduct a public event will serve as the initial community introduction to the Project. It will include a brief overview of the planning and coding update process, the goals and

vision of Envision Franklin and how they relate to the Zoning Ordinance, an exchange of ideas, a question and answer session and other relevant elements.

2.4.2 Meeting with Stakeholders/ Think Tanks

TPUDC will conduct up to three meetings with stakeholder groups or Think Tanks. Additional meetings with these groups will take place in Phase 4.

Task 2.5: Project Management

General project management of work items occurring during this Phase.

PHASE 3: SUPPORT, REVIEW, ANALYSIS & TESTING OF WORK-IN-PROCESS ZONING ORDINANCE

TPUDC will review, analyze, provide recommendations on, and test the Work-in-Process Zoning Ordinance prepared by Staff. This will be informed by and include:

Task 3.1: Review of Envision Franklin

TPUDC will conduct a review of Envision Franklin to become familiar with the foundational document upon which the Zoning Ordinance will be based.

Task 3.2: Community Character Analysis

Conducting a Community Character analysis of City development patterns, including its downtown and other centers, commercial corridors, and neighborhoods. Using a Synoptic Survey process, TPUDC will analyze existing conditions and collect field data and measurements of representative streets, as identified by Staff. This will provide a baseline against which for the metric standards for each Zoning District can be tested.

- Inventorying building types throughout the City.
- Cataloging the range of development forms of the City.
- Synoptic surveys to record observations and measurements of the public realm, street character, building form, and land uses.

Task 3.3: Preliminary Work-In-Process Draft Review

Performing an preliminary review and analysis of the Work-in-Process Draft Revised Zoning Code, focusing on Coding Best Practices, consistency with Envision Franklin's goals and directives, consistency of standards with desired development character, advancing any specific development issues identified by Staff, internal consistency, simplification, readability, understandability, usability, organization, potential streamlining administration and procedures, predictability of approval process and development outcomes, and extent of graphical content.

Task 3.4: Client Meeting

Meeting with Staff to discuss Summary Report and preliminary questions.

Task 3.5: Detailed Zoning Ordinance Review

Providing a follow-up set of more specific pdf comments and recommended revisions for the Work-in-Process Zoning Ordinance.

Task 3.6: Client Meeting

Meeting with Staff to discuss the TPUDC's specific comments and recommended revisions.

Task 3.7: Zoning Ordinance Illustrations

In consultation with Staff, TPUDC will recommend and provide graphical, photographic, and illustrative content to be provided by TPUDC for the Zoning Ordinance, focusing on concepts that lend themselves to being more easily understood graphically.

Task 3.8 Zoning Ordinance Document Graphic Design

TPUDC will provide the graphic design of the Zoning Ordinance Document.

Task 3.9: Review of Staff Revisions to Work-in-Process Zoning Ordinance

After Staff has made its final revisions to the Work-in-Process Zoning Ordinance, TPUDC will review those revisions and provide Staff with any recommended revisions for the Public Draft.

Task 3.10: Mini-Planapalooza™ & Testing Workshop (3.5 days)

TPUDC will conduct a multi-day Planapalooza and Zoning Ordinance testing workshop. This will include an Opening Presentation & Hands-On Citizen Workshop where the public will be invited to contribute their ideas, working over maps of the City to identify development concerns and ideas of opportunity, an "open mic" discussion, question and answer period, and comment cards for those who prefer providing their comments in that way.

During the Planapalooza, formal and informal meetings will be held with various agencies and stakeholder groups. These will be open to the public. Topics will relate to preservation, redevelopment and infill, economic development, neighborhood character, building type and placement, and any other critical topics determined in collaboration with the Staff. The Team will work with the community to identify the uses that should be encouraged and the appropriate locations for those uses.

Throughout the multi-day event, testing of the Zoning Ordinance will be conducted in an Open Studio format. This will to incorporate design testing against best planning practices, testing the Zoning Ordinance against Synoptic Survey results, spreadsheet analysis of Zoning Ordinance, and testing Zoning Ordinance concepts against desired neighborhood character as established in Envision Franklin and from Planapalooza input.

During the Open Studio, the Team and participating Staff will set up a working office in a prominent location in the City. Team members will be available to engage with the community from morning to night each day, asking and answering questions, gathering feedback and ideas, and making "real time" changes to the work products based on public input.

TPUDC will work with the community, building on Envision Franklin, to further develop prototypical development typologies and studies to test the Zoning Ordinance. To help clarify the implications of the vision and Zoning Ordinance for the public, we will use a variety of illustrative techniques, including 3D models, renderings and diagrams.

On the final evening of the Planapalooza, TPUDC Principal Brian Wright will give a closing presentation that describes the process to date and explains the findings and work products developed during the Planapalooza. Following this presentation, a question and answer session will be held. This is another opportunity for the public to provide feedback and shape the direction of the Zoning Ordinance.

Task 3.11: Project Management

General project management of work items occurring during this Phase.

PHASE 4: PUBLIC DRAFT OF THE REVISED ZONING CODE

Task 4.1: Client Meeting

Upon Staff's completion of the Public Draft of the Zoning Ordinance, the Public Draft can be released, and a public comment period can begin. Staff will prepare a set of consolidated comments received about the Public Draft. TPUDC and Staff will meet to discuss the Public Draft comments. Following that meeting, Staff will make appropriate revisions to the document.

Task 4.2: Review of Staff Revisions to Public Draft

TPUDC will review the revisions to the Public Draft by Staff and provide final comments. This revision will serve to create the Final Draft.

Task 4.3: Meeting with Stakeholders/ Think Tanks

TPUDC will conduct up to five meetings with stakeholder groups or Think Tanks.

Task 4.4: Decision-Maker Workshops (8 meetings)

Zoning Ordinance Workshops with members of the Board of Mayor and Alderman and Planning Commission. These could include project updates, topical discussions, presentations regarding the Zoning Ordinance, or question and answer sessions.

Task 4.5: Specific Topical Meetings (5 meetings)

Individual or small group meetings with members of the Board of Mayor and Alderman and Planning Commission to discuss the Zoning Ordinance.

Task 4.6: Project Management

General project management of work items occurring during this Phase.

PHASE 5: ADDITIONAL COMMUNITY OUTREACH & ENGAGEMENT

Task 5.1: Neighborhood & Stakeholder Road Show Presentations (4 Max)

Presentations and meetings in locations and neighborhoods around the City with key neighborhood or stakeholder groups identified by Staff. In neighborhoods, this will be a presentation, “What Does the Zoning Ordinance Project Mean to You?” to educate citizens about the effects and changes the Zoning Ordinance might bring to their neighborhoods.

Task 5.2: Specific Topical Meetings (5 meetings)

Individual or small group meetings with members of the Board of Mayor and Alderman and Planning Commission to discuss the Zoning Ordinance.

Task 5.3: Project Management

General project management of work items occurring during this Phase.

PHASE 6: APPROVAL PROCESS OF FINAL DRAFT

TPUDC will assist Staff during the approval process as follows:

Task 6.1: Planning Commission and Board of Mayor and Aldermen Meetings and Presentations

Attending and presenting to Planning Commission and Board of Mayor and Aldermen meetings concerning the Zoning Ordinance Project.

Task 6.2: Client Meeting

Meet with Staff to discuss comments, questions, and suggestions for refinements to the Zoning Ordinance from Planning Commission and BOMA.

Task 6.3: Final Zoning Ordinance Revisions Review

Review and provide any comments on Staff’s final revisions based on input received from the Planning Commission and Board of Mayor and Aldermen.

FRANKLIN ZONING ORDINANCE BUDGET

PHASES/TASKS/SUB-TASKS

	\$200	\$200	\$150	\$60	\$90	\$90	\$160	\$150				
	PRINCIPAL	ATTORNEY	DIRECTOR	ADMIN	DESIGNER	DESIGNER	PLANNER	RENDERER	TASK HRS	Subtask Total	Task Total	
PHASE 1: PROJECT INITIATION												
1.1: Project Initiation Meeting	2	2	2						6	\$1,100		
1.2: Joint Meeting with City Departments	2	2	2						6	\$1,100		
1.3: City Tour with Staff	2	2	2						6	\$1,100		
1.4: Decision-Maker Interviews (18 interviews)	10	10	8						28	\$5,200		
1.5: Project Management Plan			4						4	\$600		
1.6: Outreach & Engagement Plan	2		8						10	\$1,600		
1.7: Project Management			4	2					6	\$720	\$11,420	PHASE 1 TOTAL
PHASE 2: INITIAL COMMUNITY OUTREACH & ENGAGEMENT												
2.1: Project Branding	2				8				10	\$1,120		
2.2: Online Engagement			32		2				34	\$4,980		
2.3: Print, Social Media & Media Campaigns			7		10				17	\$1,950		
PHASE 2: INITIAL COMMUNITY OUTREACH & ENGAGEMENT EVENTS												
2.4.1: Community Kick-Off Meeting	4	4	8		2				18	\$2,980		
2.4.2: Meetings with Stakeholders/Think Tanks (8 meetings max)	4.5	4.5	5.5						14.5	\$2,625		
2.5: Project Management			3	1					4	\$510	\$14,165	PHASE 2 TOTAL
PHASE 3: SUPPORT, REVIEW, ANALYSIS & TESTING OF WORK-IN-PROCESS ZONING ORDINANCE												
3.1: Review of Envision Franklin	2	4	4						10	\$1,800		
3.2: Community Character Analysis	4		24						28	\$4,400		
3.3: Preliminary Work-in-Process Draft Review	4	40	4						48	\$9,400		
3.4: Client Meeting	2	2	2						6	\$1,100		
3.5: Detailed Zoning Ordinance Review		80	4						84	\$16,600		
3.6: Client Meeting	4	4	4						12	\$2,200		
3.7: Zoning Ordinance Illustrations			40			40			80	\$9,600		
3.8: Zoning Ordinance Graphic Design	4		12		40				56	\$6,200		
3.9: Review of Staff Revisions to Work-in-Process Zoning Ordinance		30							30	\$6,000		
3.10: Mini-Planapalooza/Testing Workshop	35		35				30	30	130	\$21,550		
3.11: Project Management			3	1					4	\$510	\$79,360	PHASE 3 TOTAL
PHASE 4: PUBLIC DRAFT OF THE REVISED ZONING CODE												
4.1: Client Meeting	4	4	4						12	\$2,200		
4.2: Review of Staff Revisions to Public Draft												
		16							16	\$3,200		
4.3: Meetings with Stakeholders/Think Tanks (8 meetings max)	7.5	7.5	8.5						23.5	\$4,275		
4.4: Decision-Maker Workshops (8 meetings max)	8	10	10						28	\$5,100		
4.5: Specific Topical Meetings (5 meetings max)	4	4	2						10	\$1,900		
4.6: Project Management			2	1					3	\$360	\$17,035	PHASE 4 TOTAL
PHASE 5: ADDITIONAL COMMUNITY OUTREACH & ENGAGEMENT												
5.1: Neighborhood & Stakeholder Road Show Presentations (4 presentations max)	8		12		2				22	\$3,580		
5.2: Specific Topical Meetings (5 meetings max)	4	4	2						10	\$1,900		
5.3: Project Management			4	2					6	\$720	\$6,200	PHASE 5 TOTAL
PHASE 6: APPROVAL PROCESS												
6.1: Planning Commission and BOMA Meetings	8	8	8						24	\$4,400		
6.2: Client Meeting	2	2	2						6	\$1,100		
6.3: Final Zoning Ordinance Revisions Review		12	4						16	\$3,000	\$8,500	PHASE 6 TOTAL
											\$14,700	
TOTAL Hours	129	252	276	7	64	40	30	30	828		\$136,680	PROJECT TOTAL

**2019 BUDGET YEAR
(PHASES 1-4) \$121,980**

**2020 BUDGET YEAR
(PHASES 5 & 6) \$14,700**

FRANKLIN ZONING ORDINANCE SCHEDULE

PHASES/TASKS/SUB-TASKS

PHASE 1: PROJECT INITIATION

- 1.1: Project Initiation Meeting
- 1.2: Joint Meeting with City Departments
- 1.3: City Tour with Staff
- 1.4: Decision-Maker Interviews (18 interviews)
- 1.5: Project Management Plan
- 1.6: Outreach & Engagement Plan
- 1.7: Project Management

PHASE 2: INITIAL COMMUNITY OUTREACH & ENGAGEMENT

- 2.1: Project Branding
- 2.2: Online Engagement
- 2.3: Print, Social Media & Media Campaigns
- 2.4: Initial Community Outreach & Engagement Events
- 2.4.1: Community Kick-Off Meeting
- 2.4.2: Meetings with Stakeholders/Think Tanks (3 meetings max)
- 2.5: Project Management

PHASE 3: SUPPORT, REVIEW, ANALYSIS & TESTING OF WORK-IN-PROCESS ZONING ORDINANCE

- 3.1: Review of Envision Franklin
- 3.2: Community Character Analysis
- 3.3: Preliminary Work-in-Process Draft Review
- 3.4: Client Meeting
- 3.5: Detailed Zoning Ordinance Review
- 3.6: Client Meeting
- 3.7: Zoning Ordinance Illustrations
- 3.8: Zoning Ordinance Graphic Design
- 3.9: Review of Staff Revisions to Work-in-Process Zoning Ordinance
- 3.10: Mini-Planapalooza/Testing Workshop
- 3.11: Project Management

PHASE 4: PUBLIC DRAFT OF THE REVISED ZONING CODE

- 4.1: Client Meeting
- 4.2: Review of Staff Revisions to Public Draft
- 4.3: Meetings with Stakeholders/Think Tanks (5 additional meetings)
- 4.4: Decision-Maker Workshops (8 meetings max)
- 4.5: Specific Topical Meetings (5 meetings max)
- 4.6: Project Management

PHASE 5: ADDITIONAL COMMUNITY OUTREACH & ENGAGEMENT

- 5.1: Neighborhood & Stakeholder Road Show Presentations (4 presentations max)
- 5.2: Specific Topical Meetings (5 meetings max)
- 5.3: Project Management

PHASE 6: APPROVAL PROCESS

- 6.1: Planning Commission and BOMA Meetings
- 6.2: Client Meeting
- 6.3: Final Zoning Ordinance Revisions Review

	2018 Q4			2019 Q1			2019 Q2			2019 Q3			2019 Q4		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
PHASE 1: PROJECT INITIATION															
1.1: Project Initiation Meeting	CM														
1.2: Joint Meeting with City Departments	CM														
1.3: City Tour with Staff	CM														
1.4: Decision-Maker Interviews (18 interviews)	DM														
1.5: Project Management Plan			DV												
1.6: Outreach & Engagement Plan			DV												
1.7: Project Management															
PHASE 2: INITIAL COMMUNITY OUTREACH & ENGAGEMENT															
2.1: Project Branding			DV												
2.2: Online Engagement															
2.3: Print, Social Media & Media Campaigns															
2.4: Initial Community Outreach & Engagement Events															
2.4.1: Community Kick-Off Meeting				PM											
2.4.2: Meetings with Stakeholders/Think Tanks (3 meetings max)		SM	SM	SM	SM										
2.5: Project Management															
PHASE 3: SUPPORT, REVIEW, ANALYSIS & TESTING OF WORK-IN-PROCESS ZONING ORDINANCE															
3.1: Review of Envision Franklin															
3.2: Community Character Analysis		DV													
3.3: Preliminary Work-in-Process Draft Review		DV													
3.4: Client Meeting		CM													
3.5: Detailed Zoning Ordinance Review			DV												
3.6: Client Meeting			CM	[City makes revisions to Z.O.]											
3.7: Zoning Ordinance Illustrations								DV							
3.8: Zoning Ordinance Graphic Design								DV							
3.9: Review of Staff Revisions to Work-in-Process Zoning Ordinance								DV							
3.10: Mini-Planapalooza/Testing Workshop								PM	PM						
3.11: Project Management															
PHASE 4: PUBLIC DRAFT OF THE REVISED ZONING CODE															
4.1: Client Meeting						[City creates Public Draft]	CM								
4.2: Review of Staff Revisions to Public Draft							[City creates Final Draft]		DV	[City creates Final Draft]					
4.3: Meetings with Stakeholders/Think Tanks (5 additional meetings)							SM	SM	SM	SM					
4.4: Decision-Maker Workshops (8 meetings max)							DM	DM	DM	DM					
4.5: Specific Topical Meetings (5 meetings max)							DM	DM	DM	DM					
4.6: Project Management															
PHASE 5: ADDITIONAL COMMUNITY OUTREACH & ENGAGEMENT															
5.1: Neighborhood & Stakeholder Road Show Presentations (4 presentations max)										PM/ SM	PM/ SM	PM/ SM			
5.2: Specific Topical Meetings (5 meetings max)										DM	DM	DM			
5.3: Project Management															
PHASE 6: APPROVAL PROCESS															
6.1: Planning Commission and BOMA Meetings											PM	PM	PM	PM	PM
6.2: Client Meeting											CM	CM	CM	CM	CM
6.3: Final Zoning Ordinance Revisions Review															DV

CM	Client/Staff Meetings
DM	Decision-Maker Meetings
PM	Public Meetings
SM	Stakeholder Meetings
DV	Deliverable