

TOWN OF TIMNATH, COLORADO

RESOLUTION NO. 6, SERIES 2013

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT
WITH THE ORION PLANNING GROUP**

WHEREAS, the Town Council of the Town of Timnath ("Town") has the power to pass resolutions pursuant to C.R.S. § 31-15-103; and

WHEREAS, Council policy is that material agreements and other documents requiring formal Council approval should be approved by resolution; and

WHEREAS, a contract with The Orion Planning Group for professional services is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Repeal

The Town Council hereby approves the Agreement or Document and authorizes its execution by the Mayor, Manager, or other person authorized by Council adopted resolution or the Charter to sign Agreements or Documents.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 14, 2013.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND THE ORION PLANNING GROUP**

This Professional Services Agreement, hereinafter "Agreement," is made by and between the Town of Timnath, hereinafter the "Town," and the undersigned contractor, hereinafter the "Contractor," and both collectively referred to from time to time herein as the "Parties."

WHEREAS, the Town desires to retain Contractor for the services as described herein; and

WHEREAS, the Contractor desires to be retained by the Town for the services as described herein.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

1. BASIC TERMS:

A. Name, Address and Phone Number of the Parties.

a. *Town:*

Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Phone: 970-224-3211

b. *Contractor:*

The Orion Planning Group
1176 Quince Avenue
Boulder, Colorado 80304
Phone: 970-250-3532

B. Scope of Services. The scope of services shall be as set forth in **ATTACHMENT A** to this Agreement.

C. Provision of Services by Town. Town shall provide the following services related to this project:

- a. Identify users of the Land Use Code and interested citizens to interview;
- b. Arrange dates and times for interviews;

- c. Work with Contractor to arrange the date, time, and place of meetings;
 - d. Assist Contractor with meeting set-up and clean-up;
 - e. Ensure the preparation and posting of all required legal notices;
 - f. Make all copies of materials desired by the board, staff, or public and make such available for public inspection as required by law;
 - g. Post materials and information to the Town website as may be desired;
 - h. Provide information necessary for the review and assessment of the current code as requested by Contractor including, but not limited to, staff notes regarding changes needed and interpretations made, variance cases, appeals, text amendments, and map amendments.
 - i. Provide timely review and input on drafts as requested by Contractor;
- D. Compensation.** The services set forth in this Agreement shall be completed for an amount not to exceed **fifty thousand dollars (\$50,000.00)**. Not later than the **tenth (10th) of each month**, Contractor shall submit an invoice to the Town for the prior month's services, provided that the aggregate payments to the Contractor by the Town shall not exceed the Contract Price.

- E. Term.** The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

Notwithstanding anything contained herein to the contrary, and consistent with Article X, Section 20 of the Colorado Constitution, the Town's payment obligations for any renewal term do not constitute a multi-year fiscal obligation of the Town. All financial obligations of the town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein.

- F. Commencement Date.** The "Commencement Date" is May 21, 2013 and is when the services described in this Agreement are to commence.
- G. Termination Date.** The "Termination Date" of this agreement is when services described herein have been completed.
- H. Approval by the Town Council.** This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

I. Termination. Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other. Termination shall not affect liability for time and expenses accrued through the date of termination.

2. CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town.

As an independent contractor, Contractor is not entitled to workers' compensation benefits, and, as an independent contractor, Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this contractual relationship.

The Contractor, shall at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

3. INDEMNIFICATION. Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including, but not limited to, property and officers, agents, and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least **One Million Dollars (\$1,000,000.00)** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

5. DOCUMENTS. All documents prepared or furnished by Contractor (and independent professional associates and sub consultants) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for **ninety (90) days** after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder.

6. TABOR. Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

- A. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon

the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

- C. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.
- D. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

7. CONFIDENTIALITY. The Parities agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C.R.S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

8. ILLEGAL ALIENS – PUBLIC CONTRACT FOR SERVICES. "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

- A. The undersigned, on behalf of the Contractor, certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant to C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. (a) The Contractor shall not:
 - (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or
 - (II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

- (I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;
 - (II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
 - (III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - (A) Notify the subcontractor and the Town within **three (3) days** that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within **three (3) days** of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such **three (3) days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
 - (IV) The Contractor shall comply with any reasonable request by Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S § 8-17.5.102(5).
- C. If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.
- D. The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written notarized copy of the affirmation to the Town.
- E. If the Contractor has not been accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the

Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

9. MISCELLANEOUS.

- A. Severability/Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- B. Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.
- C. Waiver and Modification.** The subsequent acceptance of services hereunder by Town after a breach of this Agreement shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition herein. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.
- D. Headings.** The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- E. Time.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

F. Corporate Authority. If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

G. Notices. Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

- a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;
- b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or
- c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

H. Non-Assignment. This Agreement is an agreement for services by which Contractor was selected for Contractor's expertise. This Agreement may not be assigned by either Party.

I. Lawful Presence Affidavit. If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the _____ day of _____, 20_____.

TOWN OF TIMNATH:

By: Justin Brown

Title: Mayor

ATTEST:

Milissa Peters

Milissa Peters, Town Clerk

CONTRACTOR:

THE ORION PLANNING GROUP

By: _____

Title: _____

APPROVED AS TO FORM:

Robert Rogers

~~Gary White~~ Robert Rogers

AST.
Title: Town Attorney

STATE OF COLORADO)
)ss.
COUNTY OF LARMER)

The foregoing **Professional Services Agreement** was acknowledged before me this
____ day of _____, 20____ by _____ as the
_____ of Contractor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address

ATTACHMENT A

(Scope of Services)

Project Initiation

Local partners from the Orion Planning Group will meet with Town staff to finalize the work program and schedule.

Task 1: Public Outreach

Public outreach for the land use code update will continue the same process used during the Comprehensive Plan update. This will include additional interviews of developers and citizens who use and have knowledge of the land use code and review process. The Plan Update project webpage will continue so all information is available to anyone during the entirety of the project. Project webpage updates will also be provided to the Town for posting on the Town's website. Two public meetings or open houses will be held to gather citizen input: One at the beginning of the process and one after proposed code amendments have been drafted.

Task 2: Staff Meetings and Background Review and Analysis

The Contractor will analyze the existing land use code, including the development review process, to identify areas of recommended change. The Contractor will meet with Town staff to ensure that the Contractor understands and takes into account existing code issues that have been observed as the code has been implemented. Recent development applications will be reviewed including associated Planning Commission and Town Council minutes. With the increased emphasis on the downtown area during the Comprehensive Plan update, and action items that suggest the development of design standards and guidelines, additional review and understanding of past studies and recommendations for branding and downtown design standards will be necessary.

Task 3: Prepare Summary of Recommended Code Amendments

Based on information gathered during the initial public meeting, discussions with staff, citizens and developers, and the Contractor's review of the recent development applications, a summary of recommended code changes will be prepared. Recommended amendments will also address those necessary to maintain consistency with the updated Comprehensive Plan including the preparation of an updated zoning map (provided in print, and ArcView format).

Recommendations will be reviewed with the Town staff, Planning Commission and Town Council and presented at a public meeting.

Task 4: Prepare Draft Land Use Code Update

After review of the summary prepared in Task 3, after a public meeting and receiving direction from the Planning Commission and Town Council, a draft of the land use code update will be prepared. This Draft will include new zone districts from the Comprehensive Plan, amendments to the existing Code, as well as any recommended changes to the development review process. Special emphasis will be placed on design standards and guidelines to implement the downtown zone districts. A public meeting or open house will be held to review the actual proposed update. The draft update, along with a summary of public comments, will be presented in a joint workshop with the Planning Commission and Town Council.

Task 5: Preparation of the Final Updated Land use Code and Adoption

Based on the guidance received from Tasks 3 and 4, an updated land use code will be prepared and provided in Word or other format acceptable to the Town. Contractor will present the updated land use code during adoption hearings at the Planning Commission and Town Council. As necessary, revisions will be prepared to the final land use code and zoning map to reflect the final adopting ordinance.

Project Schedule

Schedule – Town of Timnath Land Use Code Update						
Tasks	Months					
	1	2	3	4	5	6
Task 1: Public Outreach	X					
Task 2: Background Review/Interviews	X					
Task 3: Identify Proposed Changes		X	X			
Task 4: Prepare Draft Code Amendments				X	X	
Task 5: Final Code Update/Adoption					X	X
"X" denotes public meetings/open houses						

TIMNATH LAND USE CODE UPDATE BUDGET

Action	Budget
Task 1:Public Outreach	\$5,520.00
Task 2: Background Review/Interviews	\$8,640.00
Task 3: Identify Proposed Changes	\$8,000.00
Task 4: Prepare Draft Amendments	\$18,940.00
Task 5: Final Code Update/Adoption	\$8,900.00
TOTAL	\$50,000.00

**ATTACHEMENT B
LAWFUL PRESENCE AFFIDAVIT**

If you are the sole proprietor (not Inc. or LLC) of your business, you must now comply with the requirements of House Bill 06S-1023. If you have not done so in a previous year, you must:

- Complete the Lawful Presence Affidavit below.
- Sign the Affidavit before a Notary Public (A notary is available at Town Hall)
- Return the Affidavit with your signed contract, application or renewal.
- Enclose a copy of the identification presented to the Notary (e.g. driver's license)

(This form should only be filled out by applicants who are applying as a sole proprietor.)

I swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States Citizen; or
- I am a legal permanent resident of the United States; or
- I am otherwise lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a license or permit or am contracting with the Town, which falls under the definition of a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

STATE OF COLORADO)
)ss
COUNTY OF _____)

SUBSCRIBED and sworn to before me, the undersigned Notary Public, this ___ day of _____, 20___ by _____, who presented _____ as identification.

(Document provided and document number)

Notary Public

My Commission Expires: _____

Per HB 06S-1023, you must provide a copy of one of the following IDs with this Affidavit:
Colorado Driver's License Colorado ID card Military IDs
Cost Guard mariner document Native American tribal document



May 7, 2013

April Getchius
Town Manager
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

RE: Proposal to Update Town of Timnath Land Use Code

Dear April:

Thank you for the opportunity to offer a proposal to assist with updating the Town of Timnath's Land Use Code. In addition to comprehensive planning projects that you're familiar with, the Orion Planning Group has extensive experience writing, updating and implementing local land use regulations. As part of the team for this project, Computer Terrain Mapping will provide computer mapping assistance.

Our team brings together critical skills in public participation, comprehensive planning, land use regulations, and urban design. In addition to our planning skills, we have extensive experience working with, and for, local towns, cities and county governments of all sizes including a significant number of small towns in Colorado, Wyoming, Mississippi, and North Carolina. Just as with the Comprehensive Plan Update we are currently coordinating, we believe the breadth and depth of our experience and knowledge as well as our combination of skills and talents will enable us to work successfully with you to update the Land Use Code and deliver a quality product on time and in a manner that exceeds your expectations.

OPG holds ourselves to high standards in managing and executing our projects and commits to a job well done. I will serve as the Project Manager and principal contact for this project. Please do not hesitate to contact me should you have any questions or need additional information. We look forward to having the opportunity to continue our association with the Town of Timnath.

Sincerely,

A handwritten signature in blue ink that reads 'Bob Blanchard'.

Bob Blanchard, AICP
Partner

1176 Quince Avenue, Boulder CO 80304 ♦ 970-250-3532 ♦ BobBlanchard@OrionPlanningGroup.com
Boulder, CO ♦ Hernando, MS ♦ Sheridan, WY ♦ Shelby, NC ♦ Urbana, IL

A Proposal For: Town of Timnath, Colorado Land Use Code Update

Three partners from the Orion Planning Group will be involved in this project, all of whom are currently on the team updating the Town's Comprehensive Plan Update. All three have extensive experience in small towns. Bob Blanchard, AICP, will continue as Project Manager. Bob has worked both in the public sector in Fort Collins and Grand Junction and is currently Project Manager for the on-going Timnath Comprehensive Plan Update. Graham Billingsley, FAICP, spent 18 years as the Land Use Director for Boulder County and has written land use codes for North Platte, Nebraska and Dallas, Texas for which he won an award from the American Planning Association. Carol Rhea has spent more than 20 years assisting small and medium-sized towns in North Carolina, South Carolina, Florida and Wyoming with code-related assistance. She is currently working on code updates for the City of Camden and Newberry County, South Carolina, and the Town of Woodville, Mississippi, and over the past five years she has worked on ordinances for a number of fast-growing cities and towns in North and South Carolina. All three team members are teamed to update the Hattiesburg, Mississippi Land Development Code.

Additionally, Ed Russel and Heidi Ochis of Computer Terrain Mapping will provide GIS and mapping support. CTM is a Boulder, Colorado based company that specializes in GIS and web-based applications in land use planning. CTM will provide necessary graphics for public meetings and the draft and final zoning maps. CTM will work with the Town to ensure all map products fits within the Town's GIS system.

The process of updating Timnath's Land Use Code will include an analysis of the existing Code, recent applications, zoning violations and Town hearings; discussions with staff and developers; drafting of amendments, review with the Planning Commission and Town Council; and presentation at adoption hearings. Although the majority of the effort will be to correct existing problems and to bring the Code into conformance with the updated Comprehensive Plan, other necessary changes will be identified and addressed as well. Additionally, we will conduct an assessment of the existing development review process considering ways it could become more timely, efficient and user friendly. Our team has extensive knowledge and expertise in development review process evaluation and design, an often overlooked part of an efficient land use code.

Involvement of Town staff is critical to the success of this project and we will work with whoever the Town selects to be the liaison with the consulting team. We would look to the Town to assist with such things as:

- Identification of users of the Land Use Code to interview;
- Provide development application files and information regarding application issues with the current Code;
- Review of drafts of Code amendments;

- Preparation and posting of required legal notices; and
- Assistance with public meetings including locations, posting of meeting notices on the Town's website, mailing of meeting notices to residents, meeting set up and cleanup, registration and facilitation if needed.

Work Plan

Project Initiation

Local partners from the Orion Planning Group will meet with Town staff to finalize the work program and schedule. This meeting will ensure a mutual understanding of the issues to be addressed.

Task 1: Public Outreach

Public outreach for the Land Use Code Update will continue the same process used during the Comprehensive Plan Update. This will include additional interviews of developers and citizens who use and have knowledge of the Land Use Code and review process. The Plan Update project webpage will continue so all information is available to anyone during the entirety of the project. Project webpage updates will also be provided to the Town for posting on the Town's website. Two public meetings or open houses will be held to gather citizen input: One at the beginning of the process and one after proposed Code amendments have been drafted.

Task 2: Staff Meetings and Background Review and Analysis

The consultants will analyze the existing Land Use Code, including the development review process, to identify areas of recommended change. We will meet with Town staff to ensure that we understand and take into account existing Code issues that have been observed as the Code has been implemented. Recent development applications will be reviewed including associated Planning Commission and Town Council minutes. With the increased emphasis on the downtown area during the Comprehensive Plan update, and action items that suggest the development of design standards and guidelines, additional review and understanding of past studies and recommendations for branding and downtown design standards will be necessary.

Task 3: Prepare Summary of Recommended Code Amendments

Based on information gathered during the initial public meeting, discussions with staff, citizens and developers, review of past efforts related to Code amendments and design standards and the consultants' review of the recent development applications, a summary of recommended Code

changes will be prepared. Recommended amendments will also address those necessary to maintain consistency with the updated Comprehensive Plan including the preparation of an updated Zoning Map. Recommendations will be reviewed with the, Planning Commission and Town Council and presented at a public meeting.

Task 4: Prepare Draft Land Use Code Update

After review of the summary prepared in Task 3 after a public meeting and receiving direction from the Planning Commission and Town Council, a Draft of the Land Use Code Update will be prepared. This Draft will include new zone districts from the Comprehensive Plan, amendments to the existing Code, as well as any recommended changes to the development review process. Special emphasis will be placed on design standards and guidelines to implement the downtown zone districts. A public meeting or open house will be held to review the actual proposed Code Update with the public and other Code users. The draft Update, along with a summary of public comments, will be presented in a joint workshop with the Planning Commission and Town Council.

Task 5: Preparation of the Final Updated Land Use Code and Adoption

Based on the guidance received from Tasks 3 and 4, an updated Land Use Code will be prepared. Consultants will present the updated Land Use Code during adoption hearings at the Planning Commission and Town Council. As necessary, revisions will be prepared to the final Land Use Code and Zoning Map to reflect the final adopting ordinance.

Proposed Schedule*

Town of Timnath Land Use Code Update						
Tasks	Months					
	1	2	3	4	5	6
Task 1: Public Outreach	x					
Task 2: Background Review / Interviews						
Task 3: Identify Proposed Changes			x			
Task 4: Prepare Draft Code Amendments					x	
Task 5: Final Code Update/Adoption						

* X is for public meetings/open houses

Budget

Based on the above work program and schedule, an update to the Town's Land Use Code can be completed for \$50,000. This represents a "not to exceed" budget and includes all time and expenses.