

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY TO ENTER INTO A CONTRACT WITH CODE STUDIO, INC. FOR PROFESSIONAL SERVICES TO DEVELOP A FORM-BASED CODE, IN THE AMOUNT OF ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS (\$199,974.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that the Chattanooga-Hamilton County Regional Planning Agency be and is hereby authorized to enter into a contract with Code Studio, Inc. for professional services to develop a Form-Based Code, in the amount of \$199,974.00.

ADOPTED: _____, 2014

/mem

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY
AND CODE STUDIO, INC.**

This Professional Services Agreement is made as of _____, 2014, by and between the Chattanooga-Hamilton County Regional Planning Agency, a political subdivision of the State of Tennessee (City) and Code Studio, inc., a professional corporation located in Austin, Texas (Consultant).

WHEREAS, City desires to engage Consultant to perform certain services relating to the preparation of a new form-based code for five downtown neighborhoods;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Consultant agree as follows.

- A. Scope of Agreement. Consultant's relationship to City shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Professional Services Agreement.
- B. Professional Services. Consultant shall furnish services to City as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
- C. Deliverables and Schedule. Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and shall complete the services and deliverables on or prior to December 31, 2016. To the extent feasible, the schedule will follow the schedule set forth in Exhibit "B" which is attached hereto and incorporated by reference. Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.
- D. Compensation and Hourly Rates. For services provided by Consultant as described in Exhibit "A," City shall compensate Consultant each month based upon the percent complete for the sum allocated to each task as set out in Exhibit "C", along with reasonable travel expenses. A maximum, not-to-exceed fee (including expenses) of \$199,974.00 has been set. Invoices shall be submitted to the City monthly. Payment of each invoice is due to Consultant within 30 days of receipt by City.
- E. City Responsibilities. Client agrees to provide Code Studio with all information, plans, regulations, reports, professional recommendations and any other related items requested by Consultant in order to provide its professional services.

Consultant may rely on the accuracy and completeness of these items. City agrees to provide the items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

- F. Subcontracting and Assignment. Any subcontractor relationships or assignment of this Agreement must first be approved by the City.
- G. Conflict of Interest. Consultant agrees that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.
- H. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon fourteen days written notice for any reason and with no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to date of such termination.
- I. Suspension of Work. Upon not less than seven days written notice, Consultant may suspend the performance of its services if City fails to pay Consultant in full within 60 days of an invoice for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to City's nonpayment.
- J. Mediation. City and Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.
- K. Ownership of Documents. City shall be the sole owner of all documents prepared under this Agreement; however, Consultant shall have the right to use examples of such work for marketing purposes, and to modify such work for other clients. All documents prepared in the performance of this Agreement shall be delivered to City before final payment is made to Consultant.
- L. Amendments. This Agreement is the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.
- M. Severability. Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not

constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

IN WITNESS WHEREOF, City and Consultant have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

CODE STUDIO, INC.

By: _____
Lee D. Einsweiler, President

CHATTANOOGA-HAMILTON COUNTY
REGIONAL PLANNING AGENCY

By: _____

Title: _____

EXHIBIT "A" **SCOPE OF WORK**

1. Initial Review and Analysis

Task 1.a Document Review

Code Studio will review existing zoning, design guidelines, design review districts, and other relevant City ordinances and regulations provided by the Chattanooga-Hamilton County Regional Planning Agency (RPA).

Deliverables:

- List of documents reviewed

Task 1.b Website Materials

Code Studio will provide information for the RPA's website. As the City deems necessary, Code Studio will provide materials for the website including text, photographs, maps and renderings to help explain the process. The team's credentials will be included. The team will also prepare a project-specific website in order to document the project as it occurs. At minimum, the website will include a description of the project, the project team, contact information for City and Regional Planning Agency staff, and all shows and documents as they become available for public review. During the course of the project, key project dates will be calendared here. The website will allow for comments on each posting, which will be monitored by Code Studio only to eliminate spam. The site will be prepared using WordPress, and will be hosted by Code Studio for the duration of the project.

Deliverables:

- Materials (text, graphics) for RPA website
- WordPress project-specific website

Task 1.c Kickoff Meeting/Stakeholder Interviews/Media

An initial 3-day trip will bring the team to Chattanooga for a series of staff and stakeholder discussions. An initial tour of the project area (typically held with planning staff) will occur to familiarize the team with the Downtown. The team will become familiar with the characteristics of downtown Chattanooga as well as the surrounding neighborhoods, observing historic patterns, current forms and architecture.

Interviews with appropriate stakeholders selected by the staff will be conducted. The team will also interview staff regarding current regulations. Staff will be encouraged to keep track of additional issues as they arise throughout the update process, and forward them to the consultant for further consideration. The selected stakeholders will be interviewed regarding recent development activity, perceptions of positive and negative development, effects of the existing regulations on development, obstacles to good development ideas, and the development approval process. Focus groups should be representative and include a broad cross-section of community interests (neighborhood residents, business leaders, environmental interests, land owners, attorneys, architects, engineers and developers). Interview sessions may

begin early or run past the end of the business day in order to encourage higher attendance. Interviews will be summarized in a brief set of notes by the consultants.

The Code Studio team will prepare for and present on best practices in modern codes at a venue selected by the staff. The presentation will address how modern code approaches work (including form-based codes), examples of successful development projects under new zoning, and different approaches to the development review process (indicating flexibility for local preferences). The presentation will also include an overview of how modern best practices improve building and site design. The team will also conduct an evening public session to introduce the team and project to the general public, and get the upcoming charrette and its importance out to the community.

Two weeks prior to the meeting, Code Studio will provide to the RPA an overview of the public kick-off presentation for their review and feedback. Code Studio will draft a press release to inform the local citizenry about the form-based code and planning process and will participate in a press conference with local officials. One week prior to its release, Code Studio will provide to the RPA a draft of the press release for their review and feedback.

Deliverables:

- Interview Notes Summary
- Presentation on Modern Code Approaches and Administration
- Public Briefing on Team and Project
- Press Release

2. Charrette Prep

Task 2.a Background Maps

Code Studio will provide the RPA with a list of all GIS data needed. Code Studio will produce all maps needed based on GIS data provided by the RPA. Base maps for use in the public portion of the charrette, as well as studio maps for the designers will be prepared.

Deliverables:

- List of data needed
- Base maps for charrette use

Task 2.b Summary of Analysis

The team will produce a summary of existing analysis conducted in previous design exercises and plans, along with the team's observations. This base data will help the public approach the design parameters required for the form-based code.

Deliverables:

- Summary of analysis (typically portrayed on maps)

3. Charrette

Task 3.a Downtown Charrette

The charrette will include the five identified neighborhoods of the Downtown. The following text describes our typical charrette process. We customize the exact format for each of our clients. Two weeks prior to the charrette, Code Studio will provide to the RPA an overview of the presentation for the client's review and feedback, including the participatory elements of the meeting.

Hands-on Design Session. The charrette typically begins on Saturday morning, with participants around tables in small groups with a facilitator to identify important issues. A presentation of analysis of prior planning and design work in order to orient the community is presented, followed by some "food for thought" -- ideas that are used to start the table discussions. Group issues are drawn and written on base maps of the area. At the conclusion of the session, a spokesperson from each table presents the table's findings before the larger group. These presentations allow participants to identify common goals.

Open Design Studio. The charrette team sets up an on-site design studio (preferably in a local storefront within the study area). During that week, the team analyzes information gathered at the hands-on session and begins refining initial concepts, including market scenarios, and starts work on the framework and parameters for the new code. Residents, staff, elected officials and business people are encouraged to stop in to the studio throughout the week to discuss ideas or to check on the project's status. The hands-on nature of the studio facilitates the identification and resolution of issues. The open design studio allows the highest possible level of community involvement, and helps to achieve the consensus needed to implement the code.

Technical Meetings. While working on-site, a series of one-on-one or small group meetings are scheduled with staff, local merchants, key property owners, real estate brokers, neighborhood associations, historic preservation organizations, local arts groups, and other key stakeholders. These meetings assist in the team's continued understanding of the physical, market, and organizational forces that are shaping the area. They also allow for refinement of early ideas.

Work-in Progress Presentation. At the end of the week-long charrette, the team presents initial sketches illustrating a refined conceptual vision for the area. "Before" and "after" simulations showing possible development scenarios are also presented. A summary of initial coding concepts is also presented for public consideration. Comments will be accepted via exit interview cards, sticky notes to allow comment directly on drawings, and through in-person contact with the lead designer for each area.

Deliverables:

- Downtown Charrette

Task 3.b Charrette Report

The charrette report will round up all of the ideas and issues that the team has identified through review of existing documents, analysis and all of the charrette events. This report will include:

- Overview
- Regulating Plan
- Building Form Standards
- Street Standards
- Civic Space Standards
- Architectural Standards
- Signage Standards
- Landscape Standards
- Parking Types, Amount, and Location
- Appropriate Land Use Restrictions/Qualifications

Deliverables:

- Charrette Report

Task 3.c Confirm Direction

Following delivery of the charrette report, Code Studio will return to Chattanooga to confirm the project direction prior to drafting. This report will be presented to stakeholder groups established by the City staff project team for review/feedback. This check-in on the parameters of the code, including the initial version of the regulating plans, allows the consultant to work on the draft with the confidence that the community understands where the code is headed. Depending on the nature of feedback received (whether or not there are just minor versus major outstanding issues), additional stakeholder meetings may be scheduled prior to commencement of work of drafting the code document (it may be possible that some coding work can begin concurrent with these follow-up sessions). The consultant team and staff will determine the appropriate strategy following the stakeholder meetings.

Deliverables:

- Presentation of charrette report
- Documentation of stakeholder group feedback and recommended strategies for addressing key remaining areas of concern

4. Drafting the Form-Based Code

Task 4.a Initial Staff Draft

Based on input and suggestions received during the public input phase (including the confirmation of direction task above), the team will prepare a form-based code that addresses the project area. This draft will be provided to staff first, to ensure no significant issues are coded incorrectly.

The code will control development in the project area, ensuring a variety of uses, building types, and public spaces. The code will include regulating plans for each district, building form standards, street standards in plan and section, use regulations where needed, and graphic

descriptions of buildings and lots. The code will also include civic space, architectural and landscape standards, sign standards, and parking regulations by type, amount and location.

The code will be integrated into the existing City regulatory framework. The code will work seamlessly within the existing development ordinance to ensure procedural efficiency, mesh with state and local legal requirements, provide clarity as to the applicability of existing regulations, be easily administered by staff, and be easy to follow and implement by the private sector and City officials alike. This draft will be presented to the staff for review and comment. Code Studio will make any necessary revisions based on staff comments.

Deliverables:

- Initial staff draft form-based code

Task 4.b Internal Review

The consultant will send the revised draft to the RPA for review. The draft of the Form-Based Code will then be reviewed with key stakeholders (neighborhood residents, business leaders, environmental interests, land owners, attorneys, architects, engineers and developers). Once the staff and stakeholders have had an opportunity to review the draft, Code Studio will conduct a webconference allowing all parties to view the document and discuss revisions.

Deliverables:

- Webconference to discuss revisions

Task 4.c Form-Based Code Draft #1

A public draft of the Form-Based Code will be prepared based on staff and stakeholder direction. This version of the document will be appropriate for public consideration.

Deliverables:

- Form-Based Code Draft #1

Task 4.d Public Review

Code Studio will present the first draft to an audience of stakeholders, or a joint gathering of elected officials, boards and committees. The purpose of this presentation will be to gather further input. During the same trip, meetings with stakeholders will occur to answer questions regarding the draft.

Deliverables:

- Review meeting
- Stakeholder focus groups

Task 4.e Form-Based Code Draft #2

Revisions will be made to the draft based on public, staff and stakeholder comments.

Deliverables:

- Form-Based Code Draft #2

5. Adoption

Task 5.a Regional Planning Commission/City Council/Training

Code Studio will present the form-based code to the Chattanooga-Hamilton County Regional Planning Commission and the Chattanooga City Council.

During the trip, the team will also undertake staff training. The team will work with staff during the planning and coding process to ensure understanding of the guiding principles behind form-based codes, the standards that are defined in the draft, and best practices for adopted code administration, including mapping and tracking of cases. This transfer of knowledge will occur during the charrette process, as well as during each trip by the consultant to Chattanooga.

The team will also train City staff on how to apply the form-based code to other appropriate areas of the City. The training will explain the reasons for considering other prospective districts, the process of analyzing various sites to inform the regulating plan, and the key issues to address in composing a form-based code.

Deliverables:

- Chattanooga-Hamilton County Regional Planning Commission presentation
- Chattanooga City Council presentation
- Staff training presentation

Task 5.b Final Form-Based Code

Code Studio will continue to work with staff through the adoption of the form-based code, producing the final adopted version once all Council changes have been made.

Code Studio will transfer all project website material to the RPA upon project completion.

Deliverables:

- Form-based code adopted version
- All digital files, including graphics and text

EXHIBIT "B" INITIAL SCHEDULE

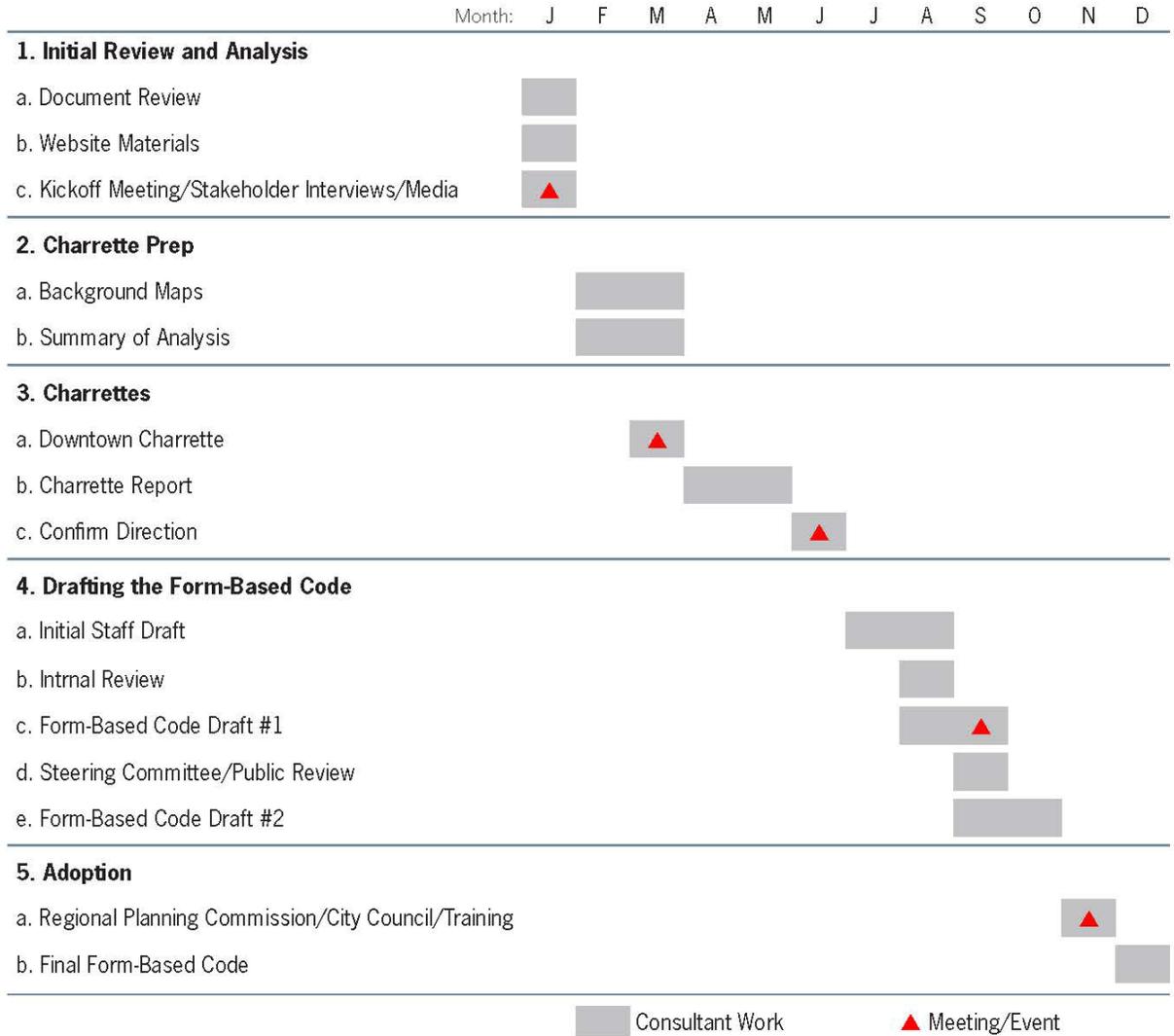


EXHIBIT "C"
BUDGET ESTIMATE

	Fee Subtotal	Expense Subtotal	TOTAL
TASK 1: INITIAL REVIEW AND ANALYSIS			
a. Document Review	\$3,296	\$0	\$3,296
b. Website Materials	\$1,540	\$0	\$1,540
c. Kick-off Meeting/Stakeholder Interviews/Media	\$18,960	\$2,305	\$21,265
Subtotal	\$23,796	\$2,305	\$26,101
TASK 2: CHARRETTE PREP			
a. Background Maps	\$3,080	\$0	\$3,080
b. Summary of Analysis	\$9,990	\$0	\$9,990
Subtotal	\$13,070	\$0	\$13,070
TASK 3: CHARRETTE			
a. Downtown Charrette	\$81,088	\$14,360	\$95,448
c. Charrette Report	\$9,140	\$0	\$9,140
d. Confirm Direction	\$3,120	\$1,055	\$4,175
Subtotal	\$93,348	\$15,415	\$108,763
TASK 4: DRAFTING			
a. Initial Staff Draft	\$24,370	\$0	\$24,370
b. Internal Review	\$2,000	\$0	\$2,000
c. Form-Based Code Draft #1	\$10,460	\$0	\$10,460
d. Steering Committee/Public Review	\$3,680	\$1,055	\$4,735
e. Form-Based Code Draft #2	\$2,980	\$0	\$2,980
Subtotal	\$43,490	\$1,055	\$44,545
TASK 5: ADOPTION SUPPORT			
a. Regional Planning Commission/City Council/Training	\$4,240	\$1,055	\$5,295
b. Final Form-Based Code	\$2,200	\$0	\$2,200
Subtotal	\$6,440	\$1,055	\$7,495
GRAND TOTAL	\$180,144	\$19,830	\$199,974