

**ORDINANCE 2024-09**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 2.59 (+/-) ACRES OF PROPERTY LOCATED AT 7113 HILL HUGHES ROAD, CONSISTING OF WILLIAMSON COUNTY TAX MAP 022, PARCEL 071.01, FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO R-20 (ONE AND TWO FAMILY RESIDENTIAL), PROPERTY OWNER: ANNETTE BELYEA**

**WHEREAS**, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 2.59 (+/-) acres of property consisting of Williamson County tax map 022, parcel 071.01, located at 7113 Hill Hughes Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), property owner: Annette Belyea; and

**WHEREAS**, said property to be rezoned from RS-40 to R-20 is located within the corporate limits of the City of Fairview; and

**WHEREAS**, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on May 14, 2024, with a **positive** recommendation for approval without conditions; and

**WHEREAS**, that all ordinances or parts of ordinances in conflict are hereby repealed; and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:**

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 2.59 (+/-) acres of property consisting of Williamson County tax map 022, parcel 071.01, located at 7113 Hill Hughes Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), as requested by owner Annette Belyea, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



Hidden Lake Dr

7113 Hill Hughes Rd  
Rezone 2.59 (+/-) Acres  
Map: 022  
Parcel: 071.01  
Owner: Annette Belyea  
Current Zoning: RS-40  
Requested Zoning: R-20

Dody Dr

Oak Tree Dr

Approved by the Board of Commissioners:

---

Lisa Anderson, Mayor

ATTEST:

---

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

---

Patrick M. Carter, City Attorney

Passed 1<sup>st</sup> Reading: June 6, 2024

Public Hearing: July 11, 2024

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

Published for public notice on: June 12, 2024 In: Main Street Fairview Newspaper

**RESOLUTION 32-24**

**A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS  
APPROVING A SCHEDULE CHANGE FOR NOVEMBER 2024 MEETING DATES**

**WHEREAS**, the City of Fairview Board of Commissioners meets the first and third Thursdays of each month; and

**WHEREAS**, the November 21, 2024, meeting falls during the mayors conference; and

**WHEREAS**, the Mayor and Board of Commissioners wish to hold November 2024 meetings on November 7, 2024 and November 14, 2024.

**NOW, THEREFORE, BE IT RESOLVED** the Mayor and Board of Commissioners, of the City of Fairview, Tennessee, do hereby reschedule the November 21, 2024, Board of Commissioners meeting to November 14, 2024.

Passed and adopted this 11<sup>th</sup> day of July, 2024.

---

Lisa Anderson, Mayor

ATTEST:

---

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

---

Patrick M. Carter, City Attorney

**ORDINANCE 2024-12**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 4.52 (+/-) ACRES OF PROPERTY LOCATED AT 7103 WILEY CIRCLE, CONSISTING OF WILLIAMSON COUNTY TAX MAP 042H GROUP C, PARCEL 008.00, FROM C-1 (COMMERCIAL ZONING DISTRICT) TO CMU (COMMERCIAL MIXED USE ZONING DISTRICT), PROPERTY OWNER: WILEY CIRCLE INVESTMENT**

**WHEREAS**, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 4.52 (+/-) acres of property consisting of Williamson County tax map 042H group C, parcel 008.00, located at 7103 Wiley Circle, from C-1 (Commercial Zoning District) to CMU (Commercial Mixed Use Zoning District), property owner: Wiley Circle Investment; and

**WHEREAS**, said property to be rezoned from C-1 to CMU is located within the corporate limits of the City of Fairview; and

**WHEREAS**, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on June 11, 2024, with a **positive** recommendation for approval without conditions; and

**WHEREAS**, that all ordinances or parts of ordinances in conflict are hereby repealed; and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:**

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 4.52 (+/-) acres of property consisting of Williamson County tax map 042H group C, parcel 008.00, located at 7103 Wiley Circle, from C-1 (Commercial Zoning District) to CMU (Commercial Mixed Use Zoning District), as requested by owner Wiley Circle Investment, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



Approved by the Board of Commissioners:

---

Lisa Anderson, Mayor

ATTEST:

---

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

---

Patrick M. Carter, City Attorney

Passed 1<sup>st</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

Published for public notice on: \_\_\_\_\_ In: \_\_\_\_\_

**RESOLUTION 34-24**

**A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS TO  
NAME A CONSULTANT FOR PROFESSIONAL DESIGN SERVICES FOR  
HISTORICAL VILLAGE PARK**

**WHEREAS**, the City of Fairview recently solicited Requests for Qualifications for Professional Design, Architectural, and Engineering Services for Historical Village Park; and

**WHEREAS**, the city received proposals from twelve qualified and capable design firms; and

**WHEREAS**, after a full review and city staff experience based consideration of all proposals submitted the city staff recommends that the firm *Kimley-Horn* be contracted by the city for these services.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Board of Commissioners, do hereby select *Kimley-Horn* for the Professional Design, Architectural, and Engineering Services for Historical Village Park.

Passed and adopted this 11<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney



**RESOLUTION 35-24**

**A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT OF FAIRVIEW,  
TENNESSEE TO PARTICIPATE IN PUBLIC ENTITY PARTNER’S  
“SAFETY PARTNERS” MATCHING GRANT PROGRAM**

**WHEREAS**, the safety and well-being of the employees of the City of Fairview of Fairview, Tennessee is of the greatest importance; and

**WHEREAS**, all efforts shall be made to provide a safe and hazard-free workplace for the City of Fairview, Tennessee Fire Department employees; and

**WHEREAS**, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *“Safety Partners” Matching Grant Program*; and

**WHEREAS**, the City of Fairview, Tennessee Fire Department now seeks to participate in this important program; and

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee supports the City of Fairview, Tennessee Fire Department in obtaining such grants.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the City of Fairview, Tennessee the following:

**Section 1.** That the City of Fairview, Tennessee Fire Department is hereby authorized to submit application for a “Safety Partners” Matching Grant Program through Public Entity Partners.

**Section 2.** That the City of Fairview, Tennessee is further authorized to provide a matching sum to serve as a match for any monies provided by this Grant.

Passed and adopted this 11<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

**RESOLUTION 36-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN TOWN PLANNING & URBAN DESIGN COLLABORATIVE LLC AND THE CITY OF FAIRVIEW, TENNESSEE**

**WHEREAS**, the City of Fairview (“Fairview”) desires to retain Town Planning & Urban Design Collaborative LLC (“TPUDC”) as Fairview’s zoning ordinance consultant; and

**WHEREAS**, the parties have negotiated an agreement for said services, which is attached as Exhibit A hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the Mayor be authorized and directed to execute the AGREEMENT BETWEEN TOWN PLANNING & URBAN DESIGN COLLABORATIVE LLC AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this 11<sup>th</sup> day of July, 2024.

---

Lisa Anderson, Mayor

ATTEST:

---

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

---

Patrick M. Carter, City Attorney



## **Agreement**

This Agreement is by and between the City of Fairview, Tennessee (“Client”) and Town Planning & Urban Design Collaborative LLC (also called “TPUDC”) (“Consultant”) entered into on July 1, 2024.

## **Preamble**

The Client has asked TPUDC to assist with planning services related to the City of Fairview, Tennessee New Zoning Ordinance (the “Project”), which are more fully described below, and the Consultant has agreed to provide such services.

This Agreement contains the following Appendices:

- A. Scope of Services
- B. Rate Schedule
- C. Background Information
- D. Fee Schedule

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **A. Scope of Services**

The Consultant shall perform the basic scope of services as identified in **Appendix A: Scope of Services**.

### **B. Fee and Billing**

- B.1. The Consultant will provide the services described in **Appendix A: Scope of Services** for a fee not to exceed \$275,000 including expenses.
- B.2. The Consultant shall invoice the Client monthly based on the percentage of Services completed for each Phase as of the invoice date as detailed in **Appendix D: Fee Schedule**.
- B.3. Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within thirty (30) days of receipt by Client. Any invoice unpaid after sixty (60) days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

### **C. Format of Final Documents**

Consultant shall provide final work products to Client in a digital file format.

### **D. Additional Services and Changes to the Scope of Services**

The Consultant’s undertaking to perform professional services extends only to the services specifically described in **Appendix A: Scope of Services**. Any services not specifically provided for in the Scope of Services will be considered an Additional Service and performed on a labor fee plus expense basis using the hourly rates presented in **Appendix B: Rate Schedule** of this Agreement.

Any changes or additions to the Scope of Services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Modify the Scope of Services; (2) Adjust the total fees, if any; (3) Reallocate fee from one phase or task to another; and/or (4) Change the project schedule, as appropriate. If Client requests in writing that any task of Consultant called for under the Scope of Services will not be required, the task will be deemed to have been satisfied and the budgeted amount for such task will be invoiced and payable as if such task had been performed.

## **E. Client's Responsibilities**

E.1. Client shall be responsible for the following items in conjunction with the Project:

- a. Designate in writing a person to act as its representative (Designated Client Representative) with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Client will provide, on a timely basis, the background information in **Appendix C: Background Information**, and any other information that Consultant may reasonably request. Any requests for the production of additional background information which is due to certain materials being unavailable shall be discussed with the Client. If the parties mutually agree that additional information is needed, the production of the information shall be considered Additional Services.
- c. Client will provide supplementary information that may be requested by the Consultant from time to time during the course of the Project.
- d. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. Any revisions to consultant's deliverables caused by inaccurate, outdated, or incomplete information provided by the Client, will be considered an Additional Service.
- e. Client will coordinate and secure locations to conduct all public outreach and engagement events and meetings.
- f. Client will widely promote all outreach events in a manner agreed upon with Consultant.
- g. Client will print, or have printed, all project-related marketing collateral, documents, and maps.
- h. Client will be responsible for providing event refreshments at Client's discretion.
- i. Client will attend scheduled project meetings with Consultant.
- j. Client will attend the Codeapalooza™ at specific times scheduled in advance.
- k. The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with thirty (30) days' notice of anticipated meetings and deadlines.

## **F. Client Review Period Procedures**

F.1. Client Draft Review Procedures

Following the Delivery of the Client Review Draft, the Client shall have a Client Draft Review Period with a duration of sixty (60) calendar days. During this Client Draft Review Period, Planning Department Staff will conduct a cursory review of the Client Review Draft document. On the final day of the Client Draft Review Period, if not sooner, the Designated Client Representative will provide a single set of consolidated specific requested revisions, if any, to the Consultant. The Client Review Draft will be provided in PDF format to Planning Staff, and any comments on the draft shall be provided to TPUDC using Adobe's Commenting tools. All requested revisions must be specific, directive, and consolidated, as only one set of revisions per review period will be accepted. Client Review Draft revisions shall be limited to scriveners' errors or oversights related to topics and items previously agreed upon and signed off on by the Planning Staff ("Minor Revisions"). If any other revisions are requested other than Minor Revisions, these will be considered an Additional Service. The Consultant shall make the requested refinements, if any, to be included in the subsequent version of the document.

F.2. Public Draft Review Procedures

Following the delivery of the Public Draft, a Public Review Period with a duration of thirty (30) days will commence during which elected and appointed officials, stakeholders, and the general public will provide comments to the Designated Client Representative.

Upon closing of the Public Review Period, City Staff will have ten (10) days to organize and reconcile all feedback into one set of PDF comments. On the final day, if not sooner, the Designated Client Representative will provide the requested revisions, if any, to the Consultant for incorporation into

the Final Draft of the New Zoning Ordinance. All requested revisions must be specific, directive, and consolidated, as only one set of revisions per review period will be accepted.

#### **F.3. Additional Review Procedures**

Additional edits requested outside the Review Periods, as well as revisions to the code diagram(s)/illustration(s), Perspective Drawing(s) and/or Illustrative Master Plan(s) requested after the Codeapalooza™ will be considered Additional Services.

If no requests for revisions from the Client are received by the Consultant by the end of business on the final day of each Review Period, this will indicate that the Client has no revisions to request, and the Consultant is authorized to begin work on the next phase of work. If the Client requests additional review periods, the associated additional revisions will be considered Additional Services and the project deadline and fee will be adjusted accordingly. If requested by the Client, the Consultant may, at its discretion, agree to extend the Client Review Period. If an extension is allowed, the project timeline will be adjusted, and the time needed for the Consultant to refamiliarize itself with the project will be considered an Additional Service and will be billed accordingly.

#### **G. Use of the Documents**

The Documents shall be used solely in matters relating to this Agreement. The Consultant and the Client shall be deemed the authors of the Documents and shall retain all common law, statutory, and other reserved rights including copyright.

#### **H. Delay or Prevention of Provision of Services Not the Fault of the Consultant**

Consultant shall not be responsible for such delay or failure to perform and will not be liable for the consequences of any of the following, if performance of the Services is delayed or prevented due to an unforeseen condition or event beyond the Consultant's control, including but not limited to: a natural disaster, Federal or local pandemic protocols in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's or in an area through which any member of the Consultant team may be traveling in order to provide Services; the injury or death of Consultant personnel or their consultants or a family member of either.

#### **I. Termination**

- I.1. If the Client fails to make payment when due for Services and/or reimbursable expenses as previously specified herein or otherwise fails to comply with any of Client's obligations under this Agreement, the Consultant may, upon thirty (30) days' written notice and an opportunity for Client to cure, terminate the Agreement. Unless payment in full is received by the Consultant within thirty (30) days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- I.2. The Client may terminate this Agreement for cause after giving the Consultant written notice and an opportunity to cure.
- I.3. In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received.
- I.4. In the event this Agreement is terminated by either party, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed or expenses incurred but not invoiced as of the date of termination.

#### **J. Publication**

- J.1. The Consultant shall have the right to include representations of the Project, or the work performed by the Consultant, including photographs, among promotional and professional materials.

- J.2. The Client shall provide professional credit to the Consultant in all of the Client's promotional materials for or depicting any work performed by the Consultant in connection with the Project.
- J.3. If the Client publishes or causes to be published photographs or other representations related to the Project, the Client agrees to include reference to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, [www.tpudc.com](http://www.tpudc.com)".

#### **K. Mitigation**

In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to mediation by a mediator mutually selected by the parties, with each party sharing equally in the cost of mediation.

#### **L. Miscellaneous Provisions**

- L.1. The Agreement shall be governed by the law of the State of Tennessee in the United States of America. Venue and jurisdiction shall be in the Circuit Court of Williamson County at Franklin, Tennessee.
- L.2. The duties, responsibilities, and limitations of authority of the Consultant discussed in the Agreement shall not be restricted, modified, or extended without written Agreement of the Client and the Consultant.
- L.3. The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.
- L.4. The Agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
- L.5. Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- L.6. The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen (14) days prior to execution. The Client shall not request, and Consultant shall not be required, to provide certifications that would require knowledge or services beyond the scope of the Agreement.
- L.7. Title and paragraph headings are for reference and are not part of the Agreement.
- L.8. In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- L.9. No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- L.10. Should any provision, paragraph, sentence, word, or phrase contained in the Agreement be determined to be invalid, illegal, or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary to conform with law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- L.11. The appendices attached hereto are made a part hereof as if fully set forth herein.
- L.12. This Agreement is valid only if executed by the Client and the Consultant within sixty (60) days of the other.
- L.13. All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personal served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier. Notification via email shall be deemed given when an electronic delivery receipt is received by the sender.

**Client:**

City of Fairview, Tennessee  
Attention: Ethan Greer  
City Planner  
7100 City Center Way  
Fairview, Tennessee 37062  
Egreer@fairview-tn.org

**Consultant:**

Town Planning & Urban Design Collaborative LLC  
Attention: W. Brian Wright  
1027 Westhaven Boulevard  
Franklin, Tennessee 37064  
mailto: brian@tpudc.com  
with cc: jessica@tpudc.com and anna@tpudc.com

## M. Signatures

If you concur in all the foregoing and wish to direct us to proceed with the Services, please have authorized persons execute this Agreement in the spaces provided below, retain one (1) copy, and return another to us for our files. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

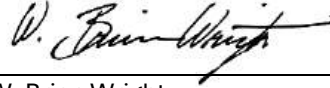
ACCEPTED AND AGREED:

**Client:**

City of Fairview, Tennessee

**Consultant:**

Town Planning & Urban Design Collaborative LLC



---

Name: [Lisa Anderson](#)

Title: [Mayor](#)

Date: [July 11, 2024](#)

---

W. Brian Wright

Principal

Date: July 1, 2024



## **N. Appendices**

### **APPENDIX A: SCOPE OF SERVICES**

#### **PHASE 1: PROJECT INITIATION**

##### **Task 1.1 Project Initiation Meeting**

The Consultant will conduct goal-setting meeting with the Client to identify and confirm overarching goals for the Project. This meeting will cover a multitude of topics such as:

- Clarification and creation of Client/Team interface and collaborative structure;
- Project organization;
- Staff coordination;
- Procedures for sharing information;
- Goals based on the Client's perspective;
- Goals based on the Consultant's perspective;
- Discussion of Project Schedule;
- Discussion of local initiatives and special interest groups;
- Client aspirations;
- Initial assessment of available and missing data;
- Establishment of measures of success;
- Discussion of outreach objectives and strategy;
- Identification of stakeholders;

This meeting will be conducted in person.

##### **Task 1.2 Project Management Plan**

The Consultant will create a Project Management Plan that identifies the roles of all Project Staff and participants and sets out in detail the refined Project Scope and Project Schedule, including all Tasks and major milestones.

##### **Task 1.3 Public Outreach & Engagement Plan**

Working with the Client, the Consultant will craft an Outreach and Engagement Plan that is accessible to the entire community, regardless of planning or zoning knowledge.

##### **Task 1.4 Interdepartmental Meetings**

The Consultant will conduct an Interdepartmental Meeting with representatives of the Planning & Codes Department, Fire Department, Police Department, Parks Department, and Public Works. This meeting will be conducted in-person on the same day as Task 1.1.

##### **Task 1.5 Zoning Ordinance Advisory Committee Meetings**

The Consultant will hold four (4) meetings throughout the process with the Zoning Ordinance Advisory Committee. We will work with the Client to determine who should be on the committee and the best points in the process to hold the meetings.

##### **Task 1.6 Stakeholder Interviews**

The Consultant will conduct up to six virtual one-on-one interviews with outside agencies including, but not limited to, non-profits, business groups, engineers, surveyors, attorneys, and other design professionals that the City feels will provide valuable insight into the issues at hand related to the New Zoning Ordinance.

##### **Task 1.7 Elected Official / Policy-Maker Interviews**

The Consultant will conduct virtual one-on-one interviews with members of the Planning Commission, Board of Zoning Appeals, and Board of Commissioners. The Client will arrange all meeting dates, times, and locations in coordination with the Consultant.

##### **Task 1.8 Ongoing Project Management**

The Consultant will work closely with the Client to ensure on-time and on-budget delivery of all work products. The TPUDC Project Manager will be responsible for regular check-ins, file management, invoicing, and other Project-related responsibilities.

## **PHASE 2: INITIAL OUTREACH**

### **Task 2.1 Project Branding**

The Consultant will work with City Staff to develop a Project brand to ensure the community knows about the Project and actively participates in the process.

### **Task 2.2 Website**

The Consultant will utilize an interactive web platform that provides several tools in a single comprehensive platform – map-based interactive tools, surveys, discussion forums, polls, storytelling, etc. The Consultant will be in charge of creating and updating the website.

### **Task 2.3 Marketing Materials**

The Consultant will create marketing materials for the Public Kick-Off Event using the branding agreed upon in Task 2.1. The Client will be responsible for printing and delivery of materials created by the Consultant.

### **Task 2.4 Public Kick-off Event**

The Consultant will facilitate a public presentation and discussion that will serve as the initial community introduction to the Project to the community. It will be used to provide a brief overview of the coding process, generate and share ideas, build excitement, and give the community an understanding of the Project. This event will be held in-person.

### **Task 2.5: Ongoing Project Management**

Project Management will continue through Phase 2.

## **PHASE 3: PREPARATION & ANALYSIS**

### **Task 3.1 City Tour**

The Consultant will conduct a reconnaissance tour of the City with City Staff as our guide.

### **Task 3.2 Review Existing Documents**

Current and completed planning documents and studies will be inventoried and reviewed to ensure that the Consultant's work builds upon existing knowledge. Documents to be reviewed include, but are not limited to:

- Existing Zoning Ordinance and Map
- Fairview Forward: 2040 Comprehensive Plan
- Subdivision Regulations
- Design Review Manual
- Stormwater Ordinance
- Other relevant documents as identified by City Staff

### **Task 3.3 Client Meeting**

Following Task 3.2, the Consultant will have an in-person meeting with the Client to discuss the strengths and weaknesses of the existing Zoning Ordinance, the recommended approach for the New Zoning Ordinance, and initial recommendations for new districts and elimination or consolidation of existing districts.

### **Task 3.4 Community Form & Character Analysis**

The Consultant will conduct an analysis of the architecture and development patterns of Fairview, including the existing residential neighborhoods and the City's major corridors. We will work with the Client to identify any areas that may be appropriate for form-based zoning, and those that may retain Euclidean or conventional use-based standards.

As part of this task, we will analyze existing conditions and collect field data and measurements by conducting Synoptic Surveys of representative streets, as identified by City Staff and citizens. By documenting the measurable dimensions and observable character of these areas, the Consultant can begin to identify desirable future characters and codify the results. These detailed surveys will allow the Consultant to catalog the range of urban forms present in Fairview and will

provide the baseline for the metrics and new zoning districts incorporated into the new Zoning Ordinance. Information gathered will include observations and measurements of the public realm, street character, building form, and land uses.

### Task 3.5 Ongoing Project Management

Project management will continue through Phase 3.

## PHASE 4: CODEAPALOOZA™

### Task 4.1 Generate Necessary Background Maps

The Consultant will work with the Client to prepare base mapping for use by the Consultant and during community outreach sessions, and as the base for any planning and mapping work. The Consultant will work with available GIS base layers provided by the City, including environmental constraints (floodplains, wetlands, hazardous material sites, community impacts, special flood hazard areas, and historic properties) identified on Local and State databases, as well as parcel lines, existing buildings, roads, and other pertinent data layers that will be needed by the Consultant.

### Task 4.2 Marketing Materials

The Consultant will create marketing materials for the Codeapalooza™, inviting stakeholders to participate in the process and provide their input.

### Task 4.3 Public Design Charrette/Codeapalooza™

The Consultant will conduct a 4-day Codeapalooza™ workshop for the Project. The schedule will include multiple presentations, technical roundtable discussions, public input sessions, and client meetings, as outlined below.

#### Subtask 4.3.A Public Presentation & Hands-On Citizen Workshop

On the first evening, the Consultant will deliver an introductory presentation on the principles of planning and zoning, and other topics relevant to the Project, and will outline the process moving forward. This portion of the meeting will also provide an opportunity for the public to ask questions. Comment cards will be available at the meeting as well.

Following the presentation, the Consultant will facilitate a hands-on workshop where the public will be invited to contribute their ideas, working over base maps to identify how they might like to see the area evolve in the future, and discuss any other concerns or ideas they may have relating to the New Zoning Ordinance or development in the City.

This intensive process will provide a preliminary inventory and assessment of issues and opportunities based on the concerns of the public, stakeholders, and elected officials who participate in this workshop. The input gathered during this workshop will help inform the generation of the New Zoning Ordinance. All meetings will be open to all stakeholders interested in the future of growth and development of Fairview. The Client will be responsible for securing the event location and assist with table facilitation during the workshop.

#### Subtask 4.3.B Topical Meetings

During the first two full days of the Codeapalooza™, formal and informal meetings will be held with various agencies and stakeholder groups. Topics will relate to development/redevelopment, greenfield, neighborhood character, building type and placement, and any other critical topics determined in collaboration with the City. The input gathered from these meetings will build on the inventory and assessment of issues and opportunities in Fairview and help inform the generation of the New Zoning Ordinance.

#### Subtask 4.3.C Land Use Attorney Meeting

In order to ensure that the New Zoning Ordinance is legal and implementable, our land use and coding expert, Bill Wright, will meet with the City Attorney.

#### Subtask 4.3.D Open Studio

Over the course of the Codeapalooza, the Consultant and participating City Staff will work from a space centrally located within the City, such as a first-floor vacant storefront or municipal building. This space will function as our office, meeting room, gallery, and studio. The public will be able to drop in on their lunch hour, after work, or even late in the night, to ensure that everyone has an opportunity to participate in the process. Consultant team members will be available to engage with the community, answer questions, and accept

feedback and ideas, and in-turn make “real time” changes to our work products based on public input. The Client will be responsible for securing the studio space and all associated expenses, as well as providing materials and office supplies/furniture such as tables, chairs, printers, and such. The Client is also expected to be present for the larger part of the Codeapalooza™, helping field questions from the public and participating in meetings and events.

#### Subtask 4.3.E Planning and Illustrating

To help clarify the implications of the New Zoning Ordinance for the public, we will use a variety of illustrative techniques, including plans and renderings.

#### Subtask 4.3.F Work-In Progress Closing Presentation

On the final evening of Codeapalooza™, the Consultant will give a presentation that describes the process to date, explains the vision and illustrations, and presents other findings and products developed during the Codeapalooza™. This is another opportunity for the public to provide feedback and shape the direction of the New Zoning Ordinance.

#### Task 4.4 Client Meeting

Following the Codeapalooza™, the Consultant will meet virtually with the Client to debrief on the Codeapalooza™, receive additional feedback, and to confirm the organizational structure and zoning districts of the New Zoning Ordinance.

#### Task 4.5 Ongoing Project Management

Project management will continue through Phase 4.

### PHASE 5: DRAFTING THE NEW ZONING ORDINANCE

#### Task 5.1 Staff Training Session

The Consultant will lead a virtual training session for the Client on the concepts that will be in the New Zoning Ordinance.

#### Task 5.2 Client Review Draft

The Consultant will begin to prepare a Client Review Draft of the New Zoning Ordinance in conjunction with the planning work at the Codeapalooza™. In this way, the Code will be informed by the planning and visioning work as it progresses, as well as input received from community participation, discussions with City Staff and elected officials, and review of existing studies.

The Consultant will work in collaboration with the City Attorney to ensure that the New Zoning Ordinance meets all local and state laws. We will work closely with the Client to confirm the format of the New Ordinance and what elements should be included.

The Consultant will calibrate standards for each Zoning District, reflecting the unique character of those areas. The New Zoning Ordinance will include the requirements and metrics necessary to guide development in Fairview so that it is in keeping with the City’s vision. The Code will be graphically based and include diagrams and illustrations for its concepts and standards. While the specific content of the New Zoning Ordinance will be finalized during the Project, it will likely include portions of the following:

- Overview / General Provisions (principles, intent, and an explanation of the regulations & process in clear & concise language).
- Illustrations (bird’s eye views, street-level renderings, and/or “before and after” illustrations) to enhance usability;
- Zoning Districts with Building and Lot Standards, including Building Form & Height standards, Setbacks, & Building Types (including mixed-use);
- Context-sensitive Private & Public Frontage Types
- Zoning Map delineating district boundaries, the location of streets, public spaces, natural amenities, & other special features.
- Use Regulations.
- Civic Space standards;
- Architectural Standards
- Public Realm & Streetscape Standards
- Landscape standards

- Parking & Access standards;
- Signage Standards;
- Special Standards as needed to address aesthetic or nuisance-related concerns, such as loading, trash areas, noise, light, or life/safety issues.
- Definitions

### Task 5.3 Zoning Map

The Consultant will create a draft zoning map based on feedback from Staff and the public at the Codeapalooza™. If a parcel-based zoning map is requested, existing parcel-based GIS zoning data must be provided to the Consultant.

### Task 5.4 Presentation of Client Review Draft

After the delivery of the Client Review Draft of the New Zoning Ordinance, the Consultant will give an orientation walkthrough of the document to City Staff. This meeting will be in-person.

#### CLIENT REVIEW PERIOD

Staff and the City Attorney will review the Client Review Draft over a period of up to 60 days. At the end of that review period, Staff will provide a single set of consolidated revisions to TPUDC. The Client Review Draft will be provided in PDF format, and any comments on the draft should be provided through Adobe's commenting tools, which the Consultant can demonstrate if necessary. Any revisions to items previously agreed upon will be considered an Additional Service.

### Task 5.5 Client Meeting

Prior to the Client submitting comments on the Client Review Draft, the Consultant will host an in-person meeting to answer any questions that have come up during the Client Review Period. This meeting will happen approximately ten (10) days prior to Client Review Draft comments being due.

### Task 5.6 Ongoing Project Management

Project management will continue through Phase 5.

## PHASE 6: REFINING THE NEW ZONING ORDINANCE

### Task 6.1 Public Draft

The Consultant will review the comments provided by the Client at the end of the Client Draft Review Period and incorporate Staff's requested revisions into the Public Draft of the New Zoning Ordinance.

### Task 6.2 Marketing Materials

The Consultant will create marketing materials for the Public Draft, inviting the public to attend the Public Draft Presentation and to review the Public Draft and provide feedback.

### Task 6.3 Presentation of Public Draft

Upon delivery of the Public Draft to the Client, the Consultant will present it at a public meeting of residents, property owners, and policymakers including the Planning Commission, Board of Zoning Appeals, Board of Commissioners, stakeholders, and City Staff. During this meeting, we will provide an overview of the New Zoning Ordinance and provide opportunities for input and comments. The Draft will be released to the public for review after the meeting.

#### PUBLIC REVIEW PERIOD

City Staff will receive comments on the Public Draft over a 30-day review period. At the end of the Public Review Period, the Client will provide the Consultant with a single consolidated set of specific revisions based on the comments received.

### Task 6.4 Ongoing Project Management

Project management will continue through Phase 6.

## **PHASE 7: FINAL DRAFT & ADOPTION**

### **Task 7.1 Final Draft**

The Consultant will review the comments provided by the Client at the end of the Public Review Period and make the requested revisions to the Public Draft, creating the Final Draft, which will be ready for the adoption process.

### **Task 7.2 Adoption Hearing**

The Consultant will attend one (1) adoption hearing to answer questions on the New Zoning Ordinance.

### **Task 7.3 Training Session**

The Consultant will host an in-person training session on how to use the new Zoning Ordinance for City Staff, Planning Commission, Board of Zoning Appeals, Board of Commissioners and the public. This training session will be recorded for future use as well.

### **Task 7.4 Ongoing Project Management**

Project management will continue through Phase 7.

## **APPENDIX B: RATE SCHEDULE**

Where this Agreement provides for Client's payment to the Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly rate schedule:

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$300
Director of Coding	\$300
Project Director	\$225
Project Manager	\$175
Senior Planner	\$200
Planner	\$175
Associate Planner	\$150
Graphic Designer	\$100
Project Administrator	\$70
Illustrator	\$180

The Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. The Consultant will provide the Client with written notification in advance of any such change.

## APPENDIX C: BACKGROUND INFORMATION

The Consultant must receive the information listed below, to the extent it is currently available, and any other relevant information requested by the Consultant, at least four weeks prior to the Codeapalooza™. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format if possible, with text documents provided in MS Word format if available. Mapping information will be provided as native GIS files. The Consultant will create a Client Dropbox folder as a repository for all background information.

1. Mapping and GIS information, including, but not limited to the following elements:
  - a. Georeferenced aerial photography
  - b. Municipal boundary
  - c. Zoning
  - d. Current and future land uses
  - e. Existing thoroughfares (edge of pavement and right-of-way)
  - f. Parking
  - g. Driveways
  - h. Existing sidewalks, walkways, and paths
  - i. Existing water bodies, shorelines, streams, and stream buffers
  - j. Existing property lines
  - k. Building footprints
  - l. Historic building footprints
  - m. Civic building footprints
  - n. Building heights
  - o. Lot coverage percentage
  - p. Building age
  - q. Historic or other district boundaries
  - r. Topography
  - s. Existing drainage information
  - t. Existing utility information
  - u. Tree masses
  - v. Parks and open spaces
  - w. Existing physical or environmental constraints
  - x. Any other significant features both above and below the ground and water.

Mapping information should be provided in GIS format, with elements symbolized using color and line weight protocols to be provided by the Consultant. The Consultant should also be provided with contact information and access to the City's GIS supervisor or consultant. We understand that the Client may not have some data sets on this list. If this is the case, the Client and Consultant will work together to determine if the missing data is available from other sources or if the Client can create it.

2. List of Variances, from the past 5 to 10 years in a Microsoft Excel spreadsheet, organized by topic.
3. List of known issues with existing ordinance.
4. Published comments, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the City or Project.
5. Relevant Site Studies, including but not limited to:
  - a. Previous zoning, land use, or development related studies;
  - b. Soils maps/reports;
  - c. Topographic analysis;
  - d. Environmental studies or mitigation plans;
  - e. Traffic studies;
  - f. Infrastructure studies;
  - g. Market feasibility studies;
  - h. Any other relevant site studies.



6. Current & Long-Range Planning Documents, including but not limited to:
  - a. Comprehensive Plans;
  - b. Future Land Use Plans;
  - c. Zoning Maps;
  - d. Any other relevant planning documents.
  
7. Other appropriate documentation related to the Project, including but not limited to:
  - a. Historical timeline of growth and development;
  - b. Business composition, including major employers and emerging markets;
  - c. Economic development initiatives currently in place;
  - d. Summary of local regulations and policies that affect housing;
  - e. Composition of current housing stock;
  - f. Listing of local housing organization;
  - g. Schedule for planned investment in road improvements;
  - h. Current status of City perspective on passenger rail discussion;
  - i. Inventory, and description, of current public/civic spaces;
  - j. Listing of all open space and trail management organizations;
  - k. Map of existing and proposed trail system;
  - l. Description of threats to water quality and quantity and existing water protection and preservation measures;
  - m. Inventory of critical natural resources and scenic areas;
  - n. Inventory of historic and archaeological resources;
  - o. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
  - p. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
  - q. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
  - r. Schedule of planning investment in facilities and service improvements;
  - s. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the City's current borrowing capacity, and opportunities for sharing with neighboring communities;
  - t. List of pending development applications or other anticipated projects.

## APPENDIX D: FEE SCHEDULE

To complete the Scope of Services described above, the total fee is \$275,000. The fee is broken down by Phase below.

<b>PHASE 1: PROJECT COORDINATION &amp; INITIATION</b>		<b>\$17,330</b>
1.1	Project Initiation Meeting	
1.2	Project Management Plan	
1.3	Public Outreach & Engagement Plan	
1.4	Interdepartmental Meeting	
1.5	Zoning Ordinance Advisory Committee Meetings	
1.6	Stakeholder Interviews	
1.7	Elected Official/Policy-Maker Interviews	
1.8	Ongoing Project Management	
<b>PHASE 2: PUBLIC KICK-OFF</b>		<b>\$12,350</b>
2.1	Project Branding	
2.2	Website	
2.3	Marketing Materials	
2.4	Public Kick-Off Event	
2.5	Ongoing Project Management	
<b>PHASE 3: PREPARATION &amp; ANALYSIS</b>		<b>\$20,400</b>
3.1	City Tour	
3.2	Review Existing Documents	
3.3	Client Meeting	
3.4	Community Form & Character Analysis	
3.5	Ongoing Project Management	
<b>PHASE 4: CODEPALOOZA</b>		<b>\$79,225</b>
4.1	Generate Necessary Background Maps	
4.2	Marketing Materials	
4.3	Public Design Charrette/Codeapalooza™ (including Sub-Tasks 4.3.A – 4.3.F)	
4.4	Client Meeting	
4.5	Ongoing Project Management	
<b>PHASE 5: DRAFTING THE NEW ZONING ORDINANCE</b>		<b>\$79,700</b>
5.1	Staff Training Session	
5.2	Client Review Draft	
5.3	Zoning Map	
5.4	Presentation of Client Review Draft	
5.5	Client Meeting	
5.6	Ongoing Project Management	
<b>PHASE 6: REFINING THE NEW ZONING ORDINANCE</b>		<b>\$51,300</b>
6.1	Public Draft	
6.2	Marketing Materials	
6.3	Presentation of Public Draft	
6.4	Ongoing Project Management	
<b>PHASE 7: FINAL DRAFT &amp; ADOPTION</b>		<b>\$14,695</b>
7.1	Adoption Draft	
7.2	Adoption Hearing	
7.3	Training Session	
7.4	Ongoing Project Management	

**TOTAL: \$275,000**