



STAFF REPORT

Agenda Title: Contract Approval for Quantum Engineering Consultants, Inc.

Staff Contact: Shannon Tuch

Meeting Date: October 18, 2022

Summary:

Approval of a contract between the Town of Woodfin and Quantum Engineering Consultants, Inc. in the amount of \$100,000 for the Town of Woodfin Comprehensive Plan.

Background:

Per N.C. Gen. Stat. 160D-501, all municipalities are required to have an adopted a comprehensive plan. The Town of Woodfin's existing comprehensive plan needs updating and an effort to perform a modest update was initiated in 2020. This initial effort was determined to be insufficient for the town's needs and was suspended while a new request for proposals was advertised that included an expanded scope. A selection committee was formed to review proposals and interview prospective consultants ultimately selecting Quantum Engineering Consultants, Inc. as the recommended consultant team.

Staff Analysis:

A proposed scope of work and contract for services has been reviewed by town administration and is attached. It should be noted that the proposed scope of work includes optional services for additional fees not currently represented in the current draft contract. These additional services are included to provide some information regarding reasonable next steps that could be considered towards comprehensive plan implementation, once the plan is complete.

Per the town's Contracts and Purchasing Policy, all contracts in the amount of \$90,000 or more must come before the Town Council for approval.

Staff Recommendation:

Staff recommends approval of the draft contract and scope of work (Exhibit "A").

Suggested Motion:

I move that the Town of Woodfin Town Council approve the draft contract and scope of work with Quantum Engineering Consultants, Inc.

Attachments:

- (1) Agreement for Professional Services
- (2) Exhibit "A" – Project Objectives & Scope of Work
- (3) Exhibit "B" – Compensation

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the 18th day of October 2022, by and between the Town of Woodfin (“Client), and Quantum Engineering Consultants, Inc. doing business at 124 W Castellano Dr., Suite 100, El Paso, Texas, 79912 (“Contractor”).

WHEREAS, the Client is undertaking certain activities necessary for the planning execution of a project referred to in this Agreement as preparation of a comprehensive plan; and

WHEREAS, the Client desires to engage the Contractor to render certain professional advice and assistance in connection with the Client’s project:

NOW, THEREFORE, the parties listed above mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to provide services as described in Exhibit A attached to and incorporated into this agreement. The Client agrees to provide supporting services to the Contractor as described in Exhibit A.
2. **Time of Performance.** The services of the Contractor shall begin on October 18, 2022 and shall be expeditiously completed as shown in the Project Schedule attached as Exhibit A, but in any event all of the services required under this agreement shall be completed on or before December 2023. The time of performance may be extended by mutual agreement of the parties.
3. **Method of Payment & Total Project Amount.** The Client shall compensate Contractor for its services in accordance with the Project Budget and Schedule set out in Exhibit A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid under this Agreement exceed the sum of \$100,000. By mutual agreement, the Client and Consultant may reallocate the budget among project tasks if the total budget amount remains unchanged.
4. **General Terms and Conditions.**
 - A. **Termination of Agreement:** The Client shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date of the termination, provided that notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client’s property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the Agreement of the Contractor.

- B. Changes. The Client may, from time to time, request changes in the scope of services of the contractor to be performed under this Agreement. Such changes, including the increase or decrease in the amount of the Contractor's compensation, that are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- C. Assignability. Any assignment or attempted assignment of its duties under this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor that are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for 3 years after contract ends.
- E. Ownership of Documents. Drawings, specifications, guidelines, and other documents prepared by Contractor in connection with this Agreement shall be the property of the Client. However, Contractor shall have the right to use those documents in the course of its marketing, professional presentations, and for other business purposes.
- F. Assignment of Copyrights. Contractor assigns to Client the copyrights to all work prepared, developed, or created pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials produced in the course of this Agreement for marketing purposes and professional presentations, articles, speeches, and other business purposes.
- G. Governing Law. This Agreement has been executed by the parties listed above on the day and year first above written and shall be governed by the laws of the State of North Carolina. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of the Client, and shall commit no trespass on any public or private property in the performance of any of the work under this Agreement.
- H. Subcontractors. Contractor shall have the right to use the firms listed as subcontractors in Exhibit A to complete the approved scope of work. Other subcontractors may be used if approved by the Client.

I. **Equal Employment Opportunity.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

J. **Notices.** Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

Shannon Tuch, Town Manager
The Town of Woodfin
90 Elk Mountain Road
Woodfin, NC 28804

Notices to Contractor from Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed to:

Nate Baker, Planning Manager
Quantum Engineering Consultants, Inc.
124 W Castellano Dr., Suite 100
El Paso, Texas, 79912
Telephone number: (919) 308-0482

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

5. **Indemnification.** Contractor shall indemnify and hold Client harmless from and against all claims, suits, or action made or asserted for any damage to person or property caused by the negligent errors or omissions by Contractor in connection with performance of Contractor's obligation under this Agreement.

6. **Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client. It is acknowledged by Contractor that there shall be no:

- A. Withholding of income taxes;
- B. Provision of Industrial Insurance Coverage;
- C. Accumulation of sick or vacation leave; or
- D. Unemployment Compensation Coverage.

7. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the Client and the Contractor.

8. **Mediation and Arbitration.** Any disputes arising out of this Agreement shall be subject to arbitration. As a pre-condition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of North Carolina.

The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted and finally settled by arbitration. Any arbitration shall be conducted under the rules of the American Arbitration Association. Mediation or arbitration conducted under this Agreement shall occur in North Carolina.

9. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties hereto.

QUANTUM ENGINEERING CONSULTANTS, INC

THE TOWN OF WOODFIN

BY: _____
Robert Gonzalez

BY: _____
Shannon Tuch

Title: President

Title: Town Manager

Date: _____

Date: _____

ATTEST: (if a corporation)

Title: _____

EXHIBIT A: PROJECT OBJECTIVES AND SCOPE OF WORK

OVERVIEW

Based on our understanding of the project, we have prepared a scope of work that sets out to achieve the following objectives:

Public Engagement That Sets the Stage for a Renewed Plan

Public engagement results will be the foundation for developing the policy direction of the plan. Due to its importance, our team will prepare a public engagement approach that offers all members of the community the choice to have a say in the future of Woodfin.

Manage Growth for the Betterment of the Town

As Woodfin faces growing development pressures, the Town will need to carefully consider how it will provide residents and visitors with services like fire and police as well as basic amenities like parks, all while protecting and managing the surrounding natural beauty. The growth pressure will also impact the Town's transportation system, which will need to accommodate increasing demands from new growth and infrastructure investments. Our planning efforts will examine the spatial and land use characteristics of Woodfin's growth, and help the Town refine its growth management, transportation, and placemaking policies to better align with its renewed community vision.

Systems Thinking Approach to Comprehensive Planning

Undertaking a comprehensive plan update is an opportunity to think about the cross-connections between policy topics (i.e., policies that are interrelated) and trade-offs to policy directions that are in practice today or being explored for inclusion in the plan. We recommend that the plan acknowledge these cross connections and share the challenges and trade-offs with the greater community as we work through the key community questions that will ultimately lead to the final policy direction included in the plan. This is also an opportunity to synthesize the town's policy direction into a cohesive and consistent framework.

Synthesize Policy Direction and Set Priorities

The Plan update will build off existing plans and policies and create a framework for future plans. We will review existing plans, evaluate the implementation status and relevancy of policy direction, and synthesize relevant policies for the Comprehensive Plan. The final product can modernize the policies and tools used by the Town, align the future land use plan and transportation approaches, and address capital infrastructure needs.

Focus on the End Game

Our combined planning and code experience is unique and supports a focus on implementation throughout the process. We will work with the community to explore policy alternatives with real and legally-implementable options.

Scope of Work¹

The Town of Woodfin Comprehensive Plan Scope of Work is set out in four phases and a fifth phase with code analysis and update options:

- Phase 1: Research & Analysis
- Phase 2: Plan Vision & Goals
- Phase 3: Draft Plan
- Phase 4: Final Comprehensive Plan & Land Use Map
- Phase 5: Code Analysis and Update Options

The consultant team that will lead these phases of work under the direction of the Town of Woodfin includes the following two firms: Quantum Consultants; and Traffic, Planning & Design.

PHASE I: Research & Analysis

Phase 1 sets the foundation for the comprehensive planning effort. In this phase, our team will conduct project pre-launch work, analyze planning influences, and define key messages.

1.1: Develop Project Management Plan

The consultant team will prepare a memorandum that documents the agreed upon details of the project schedule, communications approach, document and mapping standards, approach for monthly management responsibilities, roles and responsibilities of all engaged parties, and process for decision-making during the planning process. This includes scheduling, hosting, and preparing agendas for weekly or bi-weekly project management calls with Town project managers to provide status updates and coordinate on preparation of upcoming deliverables and events. We will work with the Town's project managers to refine and finalize this document, which will serve as our guide throughout the process. This Project Management Plan will be updated regularly for use by the project team.

1.2: Create Project Brand and Public Engagement Strategy

The consultant team will develop brand concepts (two to three) based on the research and discussions with staff, and will work with staff to define the final process branding. This will provide the graphic imagery and key messages for project communications. The consultant team will work with staff to develop the project public engagement strategy that builds on and incorporates the engagement that took place during the previous planning effort. The team will review recently collected survey and stakeholder feedback and identify overlooked or missing engagement opportunities. The engagement strategy will include discussion about reaching underrepresented communities.

1.3: Conduct Initial Assessment of Existing Plans and Influences

The consultant team will work with Town staff to secure digital copies of all relevant studies, plans, reports, photographs, and relevant planning data and GIS layers. This may include assistance working with neighboring communities to gather GIS information in areas of common interest. A brief assessment will be prepared that synthesizes and highlights key trends/trajectories and observations

¹ NOTE TO STAFF: This proposed version of the scope of work includes robust community engagement. While we believe this is the right amount of engagement, we can scale back engagement and reallocate resources in other areas if desired.

through community themes. Rather than develop an exhaustive inventory of data, this analysis will seek to focus strategically on answering key community questions. This analysis will be reviewed by staff and placed onto the Town website. The format of this report will be determined based on the most appropriate method for conveying the key information (e.g., PowerPoint or summary memorandum). The assessment will be completed following kickoff meetings.

1.4: Kickoff Trip: Reconnaissance Tour, Stakeholder Interviews, and Steering Committee Meeting²

The consultant team will work with staff to conduct a two-day project kickoff trip to Woodfin. During the first day, the project team (consultants and staff) will discuss the project management plan, planning influences assessment, and public engagement strategy, and make adjustments as needed. The team will conduct a mapping exercise to discuss the Town's planning area and identify specific geographic areas that are notable in terms of growth management, areas of growth and change, neighborhoods, and future land use challenges and opportunities. The consultant team will tour the planning area with staff to identify potential areas for change, take photographs of critical locations, and observe the profile of the existing development pattern in Woodfin. The consultant team will work with Town staff to identify the appropriate study area boundary for the Comprehensive Plan. Additionally, the team will work with Town staff to explore the best land use planning framework to guide land development decisions.

On the second day, the consultant team will coordinate with Town staff to conduct interviews with individuals or groups of key community stakeholders and elected and appointed officials about the critical opportunities and challenges that should be addressed in the plan. This may include the Town Council, Planning Board, Town staff, citizen advisory boards, business representatives, community organizations, transportation partners, neighborhood leaders, faith-based community representatives, and/or other relevant stakeholders.³

The consultant team will prepare for and conduct an in-person Steering Committee meeting during the trip.

One 2-Day Trip: Nate Baker, Kristy Carter

PHASE 1 KEY DELIVERABLES:

- Project Management Plan
- Comprehensive Plan Brand
- Public Engagement Strategy
- Planning Influences Assessment
- Prepare for and conduct one Steering Committee Meeting

² NOTE TO STAFF: Did the previous planning process include small group stakeholder interviews and individual or small group interviews with elected officials and planning board members?

³ NOTE TO STAFF: We believe it is important that we sit down individually or in one-on-two discussions with elected and appointed officials at a minimum to be able to update them on this planning process, hear from them, and build trust. Ideally, we would also meet with small groups of stakeholders, however, if that was already part of the previous planning effort then we can review notes taken from those meetings and remove that from this scope.

PHASE 2: Plan Vision & Goals

Phase 2 will build off previously identified community interests and will facilitate a community dialogue to further explore policy choices and refine the community's direction for growth and change.

2.1: Prepare and Conduct Targeted Outreach and Engagement

The consultant team will prepare meeting-in-a-box materials and strategize for targeted outreach to groups in Woodfin that were underrepresented in the previous planning process. In order to remain consistent across the community, the engagement will primarily focus on asking the same questions asked during prior outreach. (The second round of engagement will provide new information, test draft vision and goals, and ask other new questions). The Team will conduct targeted outreach for up to 3 events and will provide meeting-in-a-box materials for staff and steering committee members to conduct small group meetings.

2.2: Share Public Input Results

The consultant team will prepare a summary memorandum or PowerPoint of public input gathered during targeted engagement, consolidated with data from the previous effort, and shared with elected and appointed officials and placed on the webpage. The final product will include summaries, themes, and inventories of public input, to the extent data is available.

2.3: Prepare Vision and Goals

Using the public inputs, the consultant team will prepare a draft vision and goals. The team could also prepare a conceptual vision map and/or land use planning principles to help guide the updates to the Future Land Use Map.⁴ These will be coordinated with the established planning themes and public input to ensure consistency throughout the project. Town staff and the appropriate elected and appointed bodies will be given an opportunity to review and refine the statements, and they can be placed on the project webpage to capture further public comment.

2.4: Develop Formal Outline for Comprehensive Plan

The team will develop the outline and structure for the Comprehensive Plan. This outline can also be used as a framework for public engagement efforts to paint a clear and consistent picture of the planning topics over the course of the project. The plan structure will include written goals, plans, objectives, and policy statements that articulate a clear vision for the Town. To keep the document simple, the planning influences product will be referenced separately.

2.5: Test Vision and Goals with the Public⁵

The second round of engagement (“Guide our Future”) will provide new information about community trends and conditions, test the draft vision and goals direction with the community, make refinements

⁴ NOTE TO STAFF: If mapping was involved as part of the previous effort's community engagement, we can create a Conceptual Growth Map; otherwise, we should wait until the next round of engagement for mapping exercises.

⁵ NOTE TO STAFF: This task outlines our proposal for a robust second round of community engagement involving a day-long series of in-person events and activities, with meeting-in-a-box materials, a facilitation of a targeted event, and online engagement. We are happy to discuss other options for this round of engagement, for example, we could reduce the in-person workshop from a full day to one evening workshop and facilitate two additional targeted events.

based upon input, ask additional questions that may have been missed from the previous planning effort, and explore policy ideas. Key planning topics – such as growth management, natural resource management, housing, placemaking, economic development, and/or land use - will be addressed. This milestone involves a community-wide brainstorm and discussion of achieving the vision and goals through implementation and policy strategies. This is an important milestone for building community champions of the plan and building a collection of the community's ideas for real actions, from big ideas to low hanging fruit.

The consultant team will prepare and conduct a day-long in-person communitywide *Guide our Future* community workshop and drop-ins to discuss policy direction on 3-4 key topics. The workshop will be designed to provide an overview presentation to share with participants the purpose and process for developing the Comprehensive Plan and Future Land Use Map. This will include a live polling exercise to gather input on the planning themes that have been identified and their relative importance. This event can also include a variety of engagement activities such as idea walls, dot voting, mapping exercises, visual preference surveys, policy priority rankings, and/or other interactive activities.

Prior to *Guide our Future*, materials will be tested with the Steering Committee. Committee members will be asked for feedback and to help provide facilitation at the Public Workshop.

The consultant team will prepare slimmed down Meeting-in-a-Box materials for staff and steering committee members to bring engagement into the community and target underrepresented groups. The team will conduct one targeted stakeholder meeting, as needed. An online survey reflecting the same questions will also be made available for residents that were unable to attend in person. The Quantum team will prepare a summary memorandum or PowerPoint of public input gathered and shared with elected and appointed officials and placed on the webpage.

Five half-day trips: Consultant team member(s) tbd⁶

One full-day trip: Nate Baker, Kristy Carter, other consultant team member

PHASE 2 KEY DELIVERABLES:

- Preparation of Round 1 Engagement Materials and Facilitating Targeted Outreach
- Public Input Summary Memorandum (Combining Phase 1 and previous planning effort input)
- Draft Vision, Goals, Comprehensive Plan Outline
- Preparation of *Guide our Future* Engagement Materials and Facilitation of Community Workshop
- Preparation for and Facilitation of one Steering Committee Meeting

⁶ Half-day trips account for targeted community engagement events and Steering Committee meetings.

PHASE 3: Draft Plan

Phase 3 work will result in a draft Comprehensive Plan.

3.1: Prepare Comprehensive Plan Policy Framework

The consultant team will prepare a readable, attractive, and user-friendly draft policy framework (goals and policies) for each plan element, building off public inputs, and policy guidance being carried forward from prior plans, as appropriate. Quantum will provide Town staff with drafts of each chapter for review and prior to any testing with the Steering Committee (three meetings) or elected and appointed officials. Policy guidance will be provided for policy areas such as growth management, placemaking, natural resources, transportation, housing, economic development, and resiliency. The goals and policies for these chapters will be coordinated to ensure that the future land use vision is supported by public and stakeholder input. The Quantum team will also include opportunities for expanding coordination and information-sharing with community and regional partners.

3.2: Prepare and Refine the Updated Future Land Use Map

The consultant team will prepare the complete draft of the future land use map incorporating the vision and goals as determined through public engagement. The map will be refined, updated, and tested with staff, the Steering Committee, and elected or appointed officials, as needed.

3.3: Prepare Implementation Strategy

Building off prior work, the Quantum team will prepare a draft implementation chapter that will include key community initiatives in coordination with Town staff and the Steering Committee. A strategy will be included in the implementation section of the plan that sets out priorities, action steps, and the linkage between the Comprehensive Plan and the Town's budget and capital improvements processes. This will also include development of a set of criteria to be used in identifying the priorities among projects.

Focusing on land use changes identified during the planning process, the Quantum team will identify any critical updates recommended for the Town's Zoning and Subdivision ordinances to implement the community's new comprehensive plan. A list of these recommended changes can be incorporated within the implementation strategies.

3.4: Test Plan with the Stakeholders and the Public

The consultant team will help prepare for and facilitate a public open house to unveil the draft plan and collect feedback. The plan will be made available online for review and to collect public comments.

Four half-day trips: Nate Baker and/or other consultant team member(s)

PHASE 3 KEY DELIVERABLES:

- Comprehensive Plan Drafts (Staff Review Drafts and Public Review Draft)
- Future Land Use Map Draft
- Preparation for and Facilitation of public open house and online survey
- Preparation for and Facilitation of three Steering Committee Meetings

PHASE 4: Final Comprehensive Plan and Land Use Map

Quantum will prepare the final plan materials and can conduct two public hearings with the Planning Board and Town Council.

4.1: Prepare Final Plan Products

In coordination with Town staff, Quantum will prepare the final plan products in digital and hard copy form.

4.2: Conduct Two Public Hearings

We will prepare presentations for and conduct two public hearings – one meeting each to present the draft Comprehensive Plan to the Planning Board and to the Town Council.

4.3: Finalize and Transmit Final Adopted Comprehensive Plan

Our team will work with Town staff to incorporate adjustments requested by the Planning Board and the Town Council into the final adopted version of the Comprehensive Plan. All relevant digital files, including a Word or Adobe version of the plan will be provided to Town staff to allow them to make adjustments to the plan over time.

Two one-day Trips: Nate Baker

PHASE 4 KEY DELIVERABLES:

- Public Hearing Draft of Comprehensive Plan
- InDesign and/or Word versions of final plan
- GIS map work products
- Preparation and facilitation of public hearing presentations

OPTIONAL - PHASE 5: Zoning and Subdivision Assessment⁷

If desired, the Quantum Team will assist with the implementation of the comprehensive plan through updates to the Town’s zoning and subdivision regulations. Below are options that we would like to discuss with the Town.

Option 1: Targeted Code Amendments

The Quantum team will conduct a one-day trip to Woodfin to meet with key stakeholders who frequently interface with the Town’s development regulations, such as landowners, developers, elected and appointed officials, and other community groups. The team will collect and study all key policies and documents pertaining to the zoning and subdivision regulations. The team will work closely with staff to analyze the current zoning and subdivision regulations, including what is working well and what is not working well.

Following the trip, the Quantum team will prepare a memorandum for staff that describes issues with the current zoning and subdivision regulations and areas where the regulations can be improved. The memorandum will include general recommendations for improving the code through restructuring and reorganizing the regulations as well as specific recommendations to improve development outcomes.

Using the recommendations in the memorandum, the Quantum team will work with Town staff to draft targeted amendments to the Town’s zoning and subdivision regulations based on the recommendations in the memorandum. The Quantum team will work with Town staff to prepare for and facilitate public hearings with the appointed and elected bodies.

Three 1-day trips: Nate Baker

Budget: \$38,000 | Timeline: 4 months

Option 2: Comprehensive Code Assessment + Rewrite⁸

In coordination with Town staff, Quantum will conduct a comprehensive Code Assessment and rewrite the Town’s zoning and subdivision regulations. Alternatively, we can solely conduct the assessment.

Task 1: Code Assessment – Diagnosis and Annotated Outline

The Quantum team will conduct a two-day trip to Woodfin to meet with Town staff and key stakeholders who frequently work with the Town’s development regulations, such as landowners, developers, elected and appointed officials, and other community groups. We will collect key policies and documents pertaining to the zoning and subdivision regulations. The team will prepare a memorandum for staff outlining themes and lessons learned from the trip.

⁷ NOTE TO STAFF: This draft section is intended for your review and to help provide you with options for code updates. We will be happy to discuss these options and provide additional information or project examples if needed. The final scope document will include whatever option(s) the Town wishes to pursue.

⁸ NOTE TO STAFF: These scopes do not include Steering Committee meetings.

The Quantum team will draft the Code Assessment for staff review. Generally, the code assessment will address:

- The current code's challenges and potential effectiveness in implementing the new comprehensive plan;
- Strengths and weaknesses of the existing code related to specific topics, such as housing, economic development, sustainability, resiliency, and equity;
- User-friendliness of both administrative processes and the code language/document;
- Regional and national best regulatory practices relevant to Woodfin; and
- Alignment with local, state, and federal statutory and case law.

The Code Assessment will address four key topics: (1) how the current regulations respond to the new policies in the comprehensive plan, and how those regulations can be updated, revised, or deleted and supplemented with new standards to better meet the Town's development goals; (2) where one or more approaches may work for a particular regulatory issue in Woodfin, which options should the Town consider and what rationale supports any recommended approach(es); (3) whether and how to incorporate or learn from any related Town projects currently underway; and (4) how the recommendations made in the overall Code Assessment come together into a complete code as described in an annotated outline of the proposed new code.

The purpose of Code Assessment Staff Draft is to allow staff time to provide Quantum with substantive feedback and adjust the document prior to public review as well as feedback about preferred document layout. Following staff preparation of written comments, the Quantum team will revise the Code Assessment.

The Quantum team will prepare a presentation and present the report to the Planning Board and Town Council. If the Town wishes to complete a comprehensive code rewrite, then the Quantum team will provide an overview of the rewrite process during these presentations.

[Example Code Assessment: City of Kannapolis, NC](#)

One 2-day trip: Nate Baker and other consultant team member

Two 1-day trips: Nate Baker

Code Assessment Budget: \$38,000 | Timeline: 3 months

Task 2: Comprehensive Code Rewrite

If the Town of Woodfin wishes to complete a comprehensive code rewrite, following the Code Assessment the Quantum team will begin working on the new draft code according to the content, sequencing, and formatting identified through the Code Assessment process. The updated code will likely include a substantial amount of new information, presented in a new format. Because it would be difficult to read and digest all of the new information in its entirety, we recommend dividing the drafting into three installments based on related material. While the specific order and contents of each is up for discussion, below we suggest a typical breakdown that has worked well in other communities.

2.1 – Districts and Uses

This installment focuses on updating the current lineup of zoning districts to align with the new comprehensive plan. We will use the Annotated Outline from the Code Assessment to start charting the path toward alignment with land use designations. Possible outcomes include district consolidations, (where districts have similar purposes and similar standards and uses); new districts to better align with the Town’s new Future Land Use Map; and elimination/retirement of districts that are rarely (or never) applied or are contrary to Town land use policies. Quantum will work closely with Town staff to ensure that the zoning district line-up implements the Town’s growth and development goals and policies. Updates to the use regulations will also be included in this installment. This work includes revisiting the categories, specific use types, review type (e.g., permitted use, special use) and use-specific standards for clarity, relevance (do the standards reflect how this use is developed now?), and potential for approval streamlining.

2.2 – Development Standards

This installment focuses on the development standards, such as parking, landscaping, sustainability/resilience, access and circulation, sensitive area protection, building and site design, and exterior lighting. Context-sensitive design standards will be considered with the development standards and will be integrated and reconciled with any standards drafted during the zoning districts installment. The development standards are often the most complex part of a code because of the breadth of standards and their relationship to standards that often live outside the code (such as street standards and other engineering standards). We will work with staff to identify the appropriate location for and potential integration of standards within and outside the code.

2.3 – Administration and Procedures

This installment will focus on improving the current procedures for development review applications. The Quantum team will seek to establish procedures that are easy to understand, are based on a consistent and predictable foundation, and apply objective approval criteria--while offering flexibility where appropriate. This installment will also include the general provisions of the code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate development, relationship to other codes, nonconformities, and enforcement of the code).

We will prepare online engagement materials for public and stakeholder review and comment. We will prepare presentations for and conduct two public hearings – one meeting each to present the Public Hearing Draft Zoning and Subdivision Regulations to the Planning Board and to the Town Council.

Three one-day trips: Nate Baker

Comprehensive Code Rewrite budget: \$95,000 | Timeline: 10-14 months

Assessment + Code Rewrite full budget: \$133,000 | Timeline: 16 months

PROJECT SCHEDULE – PHASES 1-4

	2022		2023								
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
I. Research & Analysis											
II. Plan Vision & Goals											
III. Draft Plan											
IV. Final Comprehensive Plan & Land Use Map											
Project Management Calls	★	★	★	★	★	★	★	★	★	★	★
Steering Committee Meetings		SC		SC			SC	SC	SC		
Community Outreach Engagement		I	IE	IE	PW				POH ¹	AH	AH

QUANTUM TEAM AND STAFF RESPONSIBILITIES

Over the course of the project, the consultant team and staff will work closely to coordinate meetings and to develop work products as defined in this scope of work. The general responsibilities for this work are set out below:

Preparation of Meeting Reports and Summaries:

Staff will prepare all meeting summaries that require documentation of proceedings, such as Town Council meetings or Planning Board meetings. The consultant team will prepare all reports and summary documents that require any level of analysis, synthesis, or providing recommendations, such as summaries of public engagement activities.

Coordination of Meeting Locations and Notifications:

Staff will be responsible for securing the locations of meetings, setting up the audio/visual equipment for meetings, and providing meeting notifications to meeting attendees (i.e., Town Council, Planning Board, Steering Committee, Stakeholders, community groups, etc.) and the consultant team will assist with flyers, email language, etc.

Distribution of Materials:

As deemed necessary by staff, the consultant team will prepare handouts and meeting materials for distribution prior to scheduled project meetings. Staff will be responsible for printing and electronic distribution of meeting materials to the Town Council, Planning Board, and other meeting attendees.

Preparation of Presentation Materials and Meeting Handouts:

In coordination with staff, the consultant team will prepare all meeting materials for project meetings identified in this scope of work. Presentation materials, such as large format presentation boards will be

prepared by the consultant team for public events and adoption hearings, and printed by Town staff or the consultant team. Meeting handouts and smaller documents that require printing for project meetings will be printed by Town staff.

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EXHIBIT B: Compensation

The Contractor will conduct the work set out in Exhibit A and will be compensated for that work in a budget not to exceed \$100,000 inclusive of all labor and travel expenses for Quantum Consultants and its subconsultant. The itemized fee for each of the phases is set out in the table below.

PHASE	PROFESSIONAL FEE
Phase 1: Research & Analysis	\$20,000
Phase 2: Plan Vision and Goals	\$30,000
Phase 3: Draft Plan	\$40,000
Phase 4: Final Comprehensive Plan and Land Use Map	\$10,000
Project Total	\$100,000