



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.a
AGENDA DATE: 06/02/2015
PAGE:**

SUBJECT: Contract with The Walker Collaborative, LLC to complete a Starkville Comprehensive Plan and Simplified and Unified Code.

Cost:	Comprehensive Plan	\$140,913
	Code	<u>\$ 76,060</u>
Total:		\$219,973

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

SUGGESTED MOTION: "MOVE APPROVAL OF CONTRACT WITH THE WALKER COLLABORATIVE, LLC FOR THE STARKVILLE COMPREHENSIVE PLAN AND CODE."

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the ____ day of _____, 2015, by and between the City of Starkville, Mississippi (hereinafter referred to as the "Client"), and The Walker Collaborative, LLC, a Tennessee Limited Liability Company doing business at 2408 Belmont Boulevard, Nashville, Tennessee 37212 (hereinafter referred to as the "Consultant").

WHEREAS, the Client desires to create a "Comprehensive Plan and Updated Code"; and

WHEREAS, the Client desires to engage the Consultant to provide the professional services required for this project; and

WHEREAS, the Consultant desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. Scope of Services.** The Consultant agrees to provide services to create a Comprehensive Plan and Updated Code for the Client. The services to be performed are described in Exhibits A1 (plan) and A2 (code), attached hereto and incorporated herein ("Scope of Work"). The Client agrees to provide supporting services to the Consultant as described in Exhibits A1 and A2.
- 2. Term.** This Agreement shall take effect as of the date first set forth above, and shall remain in full force and effect until the project is completed, unless terminated as provided in Paragraph 4(A).
- 3. Compensation and Reimbursement.**
 - A. Amount of Compensation and Reimbursement.** The Client shall compensate the Consultant for its services and reimburse the Consultant for its expenses in accordance with the project Budget contained in Exhibits B1 (plan) and B2 (code) and incorporated herein. It is agreed that the total compensation and expense reimbursement to be paid for the professional services provided under this Agreement shall be a sum of \$219,973. By mutual agreement, the Client and the Consultant may reallocate the budget among project tasks if the total compensation amount remains unchanged.
 - B. Method of Compensation and Reimbursement.** The Consultant shall submit monthly invoices to the Client for the Consultant's services based

upon the percentage completion of each project task identified in Exhibits B1 and B2. Monthly invoices shall include reimbursable expenses in accordance with Exhibits B1 and B2. The compensation to the Consultant is a “fixed fee” and “fixed expenses” approach that is based upon the estimated hours and expenses for the project, as opposed the actual hours and expenses that may ultimately occur. This approach is intended to provide financial certainty to both parties for this project. The Client shall make payments within thirty (30) days of the Client’s receipt of invoices. Late payments shall be accompanied by interest calculated at a rate of 1.5 percent per month thereafter. The Consultant’s total invoicing for both projects combined (B1 and B2) shall not exceed \$50,000 prior to September 30, 2015.

4. General Terms and Conditions.

- A. Termination of Agreement: The parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the non-terminating party of such termination and specifying the effective date thereof. Notice shall be given at least fifteen (15) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall become the Client’s property. The Consultant shall be entitled to receive compensation in accordance with the Agreement for any work completed pursuant to the terms of this Agreement prior to the date of termination.
- B. Changes. The Client may periodically request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including the amount of the Consultant’s compensation, that are mutually agreed upon between the Client and the Consultant, shall be in writing and, upon execution by both parties, shall become part of this Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by the Consultant without the prior written consent of the Client shall be void. However, any claims for money due, or to become due, to the Consultant from the Client under this Agreement may be assigned 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 the Consultant that are pertinent to Consultant’s performance under this Agreement, as the Consultant maintains them in the ordinary course of business, for the purposes of making an audit, examination, or excerpts. The Client’s review of the Consultant’s materials described above shall occur at a mutually agreeable time. The Consultant agrees to maintain records

relating to the project that is the subject of this Agreement for three (3) years after this Agreement terminates.

- E. Ownership of Documents. Upon receipt of full and final payment, reports, studies, plans, codes, guidelines, graphics, specifications, and other materials prepared by the Consultant in connection with this Agreement shall be the property of the Client. However, the Consultant shall have the right to utilize any such materials in the course of its marketing, professional presentations and for other business purposes.
- F. Assignment of Rights. Upon receipt of full and final payment, the Consultant assigns to the Client all rights to the work that the Consultant prepared, developed, or created for the Client pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) to display the work publicly. The Consultant shall have the right to use the materials produced in the course of this Agreement for marketing, professional presentations, and for other business purposes.
- G. Governing Law. This Agreement shall be governed by the laws of the State of Mississippi. The Consultant shall 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 embraced by this Agreement.
- H. Subcontractors. The Consultant shall have the right to utilize the following parties as a subcontractors under this Agreement:
 - Orion Planning Group – Hernando, Mississippi
 - Third Coast Design Studio – Nashville, Tennessee
 - Alta Planning & Design – Davidson, North Carolina
 - Volkert Engineering – Jackson, Mississippi
 - Randall Gross / Development Economics – Washington, DCOther subcontractors may be utilized if approved by the Client.
- I. Notices. Any notice from the Consultant to the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Buddy Sanders
Director of Community Development
City of Starkville
101 East Lampkin Street
Starkville, Mississippi 39759

Any notice to the Consultant from the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Philip L. Walker, AICP
Principal
The Walker Collaborative
2408 Belmont Boulevard
Nashville, TN37212

Notices from one party to the other shall be deemed effective upon confirmed receipt. Either party may change its address or contact person by written notification to the other party.

- 5. Indemnification.** The Consultant shall indemnify and hold the Client and its agents and employees harmless from and against any and all claims, suits, or actions made or asserted for any damage to person or property occasioned by the errors or omissions by the Consultant or any of its agents, employees, or subcontractors in connection with performance of the Consultant's obligations under this Agreement.
- 6. Independent Consultant.** Both parties agree that the Consultant and its subcontractors are independent contractors. The Consultant, its agents and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
- 7. Insurance.** For the term of this Agreement, the Consultant shall maintain insurance that protects the Consultant while performing the work covered by this Agreement from claims for damages that may arise from the Consultant's operations. The amounts of such insurance shall be as follows:
 - A. Professional liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - B. Commercial general liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - C. Motor vehicle liability insurance on all motor vehicles owned, leased or otherwise used by the Consultant in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
 - D. Certificate of Insurance. Upon the Client's request, the Consultant shall furnish to the Client a certificate of insurance covering the work as

required above as evidence that the insurance will be maintained in force for the entire duration of the work performed under this agreement.

8. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Consultant. It supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant, except that the parties may orally modify the time for performance of the Agreement.

9. Mediation. As a pre-condition to the filing of any litigation, 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 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 Mississippi.

10. Miscellany. 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. A waiver of a breach of any of the provisions shall not be construed as a continuing waiver or other breaches of the same or other provisions thereof.

THE WALKER COLLABORATIVE, LLC

CITY OF STARKVILLE

BY: _____
Philip L. Walker

BY: _____
Parker Wiseman

Title: Principal

Title: Mayor, City of Starkville

Date: _____

Date: _____

Exhibit A1

Scope of Services

Starkville Comprehensive Plan

Revised – 4.5.15

SCOPE OF SERVICES

The following five components are proposed for the Scope of Services and they are explained in detail on the following pages.

- Task 1.0: Project Kick-Off & Research
- Task 2.0: Community Visioning
- Task 3.0: Charrette & Concept Plan
- Task 4.0: Draft Plan Preparation
- Task 5.0: Plan Presentations & Revisions

PROJECT TASKS

Below is a description of the proposed five tasks:

Task 1.0: Project Kick-Off & Research

This first task will initiate the project and serve as the research and diagnostic phase on which the balance of the work will rely. Key members of the Consultant Team will perform the sub-tasks described below during a **three (3) day trip** to Starkville, as well as through work conducted prior to and following this trip.

Task 1.1: Review of Background Information – All Applicable Team Members

Prior to making the initial trip to Starkville, the Consultant Team will gather and review key information to gain insights into the project's context. Such information will include, but not be limited to: existing land uses, zoning and development regulations, previous plans and studies (including the existing 2005 comprehensive plan), available traffic information, non-vehicular mobility, buildings, public spaces, utilities and infrastructure, economic and demographic data, real estate market information, housing, GIS base map data, aerial photo maps, natural and historic resources information, and any related materials.

Task 1.2: Steering Committee Kick-Off Meeting & Study Area Tour – P. Walker, Barber, Jones, W. Walker, Gross

It is recommended that a project Steering Committee of key stakeholders be established to help guide the project, so the balance of this scope is based on that assumption (although a committee is not deemed critical). This meeting with the Committee and City staff will fine-tune the project details and allow the Consultant Team to gain additional insights from the Committee members. The study area “windshield tour” will be led by staff and/or members of the Committee, with additional follow-up field work by the Consultant Team as part of Task 1.3. During this task, the Consultants will also be provided with available information not previously provided up to this point.

Task 1.3: Physical Analysis – All Applicable Team Members on Trip

As part of the initial fieldwork for the project, the Consultant Team will document and evaluate Starkville's general physical characteristics through mapping (utilizing existing GIS data), field notes and photography. Based upon that field research and data, the Consultant Team will conduct an evaluation of the community's existing conditions and **produce a series of GIS existing conditions maps (Barber) to the extent that relevant GIS data is readily available**, as follows:

- Existing land uses and general form (density/intensity and character)
- Natural resources and environmentally sensitive lands (major streams and drainage channels, wetlands, and floodplains - need to confirm availability of topography data)
- Historic downtown - streets, parking (off-street and designated on-street), buildings, and public spaces
- Key opportunities for new development and redevelopment (based upon findings of the Task 1.4 Economic & Market Assessment)
- Key community components (districts, neighborhoods and corridors – polygon definition with key area call-outs)
- Street network (identified by arterials, collectors and local streets), to include traffic counts at key locations if data is available
- Non-motorized mobility system – bike lanes and greenways (sidewalks too if data can be provided to Consultants)
- Existing parks, greenways, and significant open spaces (including substantially undeveloped public lands)
- Utilities (mapped by services areas)
- Public lands (graphically coded by categories of ownership – City, County, State, etc.)

In addition to the maps listed above, analysis will occur on all of these issues and supporting text and photographs will be provided. It is likely that sidewalks and bike lanes may be examples of topics that are not already documented and “readily available.” Although inventory work to document such information could be added to the scope as an optional service, it is recommended that other means be employed by the City to save money, such as using citizen volunteers and/or MSU students.

Task 1.3.B: Utilities & Storm Water Infrastructure Analysis – Volkert, Inc.

Volkert will review existing utilities (sewer, water, power and telecommunications) and storm water infrastructure and provide a summary of existing utility capacities. Volkert will consult with the City and highlight problem areas within existing utility/infrastructure systems. Volkert’s focus during this task will be on the existing systems and will not, at this point in the project, address future needs to service future growth. That topic will be addressed later in Task 4.11. Volkert will rely heavily upon information provided by the City and relevant utilities for completion of this task.

Task 1.4: Economic & Market Assessment – Gross

To understand the study area’s overall market context, and to subsequently prepare a reality-based Comprehensive Plan, Randall Gross / Development Economics (RGDE) will study economic conditions and conduct a market assessment for a broad range of key land use and development types.

PHASE A. STUDY AREA ASSESSMENT & MARKET RECONNAISSANCE

1. *Document Review.* Review any existing documentation, including past market studies, plans, site and parcel assessments, city master plans, and other research.
2. *Interviews.* Conduct in-person interviews with realtors, brokers, developers and other real estate professionals; as well as with business and property owners throughout the community and other stakeholders as appropriate. RGDE will meet with representatives of businesses and property owners, and strategic interviews will be conducted as input to an assessment of specific market uses.
3. *Site Analysis & Inventory.* Conduct site reconnaissance and, coupled with existing GIS data, study existing uses in the community. Conduct site analysis to describe the baseline marketability of the community in terms of location, access, physical conditions, ownership, land prices, district segmentation, existing uses, business or housing conditions, market generators, site availability, perceptions of safety, and similar factors.

PHASE B. MARKET ASSESSMENT

A market assessment will be conducted for retail/commercial uses, residential uses, office uses and industrial uses. The assessment will identify trends regarding future development in Starkville.

1. *Retail, Restaurants and Entertainment Market Assessment*

- a. Assess Retail Market Conditions. Conduct a review of existing retail market conditions in the region and in the study area, including an analysis of trends in retail sales.
 - b. Define retail trade area(s).
 - c. Assess demographic trends and forecasts.
 - d. Assess study area employment.
 - e. Assess study area visitor base.
 - f. Assess trade area household, employee, and visitor expenditure potentials by type of retail good.
 - g. Identify market trends impacting on retail/commercial development in the city.
2. *Housing Market Assessment*
- a. Inventory/examine residential uses and development patterns in neighborhoods.
 - b. Conduct interviews with residential realtors, brokers and others active in the market.
 - c. Analyze housing conditions and trends (e.g., sales, rents, etc.) within the community and the broader market area.
 - d. Define the study area's residential market area(s).
 - e. Analyze market area economic and demographic trends, including population and households, income, housing tenure, migration, and regional commutation patterns, among others.
 - f. Identify key market niches for housing in selected sub-markets.
 - g. Analyze residential construction patterns and trends by product type.
 - h. Analyze key demand drivers in the area and their impact on housing demand within the study area.
 - i. Identify market trends impacting on housing development in the city.
3. *Office Market Assessment*
- a. Assess employment base, trends, and forecasts. Demographic trends will also be analyzed as an input for determining the role of lifestyle-driven demand for professional and other office space.
 - b. Define the office market area(s) and sub-markets relevant to the study area.
 - c. Inventory existing office supply in the competitive market and assess competitive absorption, occupancy, rents and rental structures, tenant mix, tenant sources, building types, and other factors.
 - d. Calculate overall market area and sub-market occupancy and absorption trends.
 - e. Identify key employment and demographic spin-off drivers or lifestyle choices that will influence future demand.
 - f. Determine market rents.
 - g. Identify market trends impacting on office development in the city.
4. *Industrial Market Assessment*
- a. Assess employment base, trends, and forecasts.
 - b. Define the industrial market area(s) and sub-markets relevant to the study area.
 - c. Inventory existing industrial supply in the competitive market and assess competitive absorption, occupancy, rents and rental structures, tenant sources, building types, and other factors.
 - d. Calculate overall market area and sub-market occupancy and absorption trends.
 - e. Identify key employment and demographic spin-off drivers that will influence future demand.
 - f. Determine market rents.
 - g. Identify market trends impacting on industrial development in the city.

PHASE C. ECONOMIC DEVELOPMENT INPUTS

Development and marketing strategies, along with financing approaches, will be identified as an input to land use, planning, and design facets of the plan. While some of this work will be folded into the "Task 4.9 - Economics" part of the plan, it is described here because it is integral to the market work.

- 1. *Conduct a baseline economic assessment* to describe the community's overall economic base and trends; key strengths, weaknesses, opportunities and challenges; as well as its economic development policies and programs.

2. *Strategic economic development visioning* to gain input and insights from the community regarding the priorities for economic development. This effort will involve stakeholders at all levels through the following mechanisms:
 - a. Business roundtable discussions (e.g., organized by sector)
 - b. Interviews with individual businesses, developers, and economic development officials
 - c. Local and regional business surveys
 - d. Broad-based forum (integrated with broader planning effort)
3. *Target business assessment*, including an analysis of the city's competitive economic strengths, costs of doing business, and identification of prospective target industries. The business assessment will also address the types of business environments and building products that would be most relevant to recruitment and retention efforts.
4. *Programs and policies for business park or other industrial development*, along with recommendations for supporting infrastructure, incentives and other approaches to ensure that the community maximizes its public returns.
5. *Identification and some "scaling" of downtown development opportunities* and other components of a strategy for strengthening the city's historic downtown.
6. *Identification of training, education or other resources and assets* necessary to address any deficiencies in competitiveness of the local labor force or development environment.
7. *Strategies to address other key issues* identified through the comprehensive planning process.

Task 1.5: Public "Kick-Off" Meeting

While the exact agenda will be determined with input from the Project Steering Committee, this interactive evening forum conducted during the three-day trip to Starkville might feature the following components:

- Introduction of the Steering Committee, other key representatives, and the Consultant Team
- Explanation of project purpose and process
- Identification of the community's challenges and opportunities by participants
- Identification of potential model communities by participants

Deliverables:

- GIS Existing Conditions Maps - [Barber](#)
- Economic & Market Assessment - [Gross](#)
- PowerPoint Presentation (Task 1.5 meeting) - [Walker](#)

Task 2.0: Community Visioning

Although public input will be a key aspect of this project throughout the life of the planning process, Task 2.0 will feature one of the major early pushes to solicit meaningful participation from stakeholders and the general community. As with all meetings associated with this project, the City will schedule and arrange all meetings. P. Walker and Barber will spend a **two (2) day trip** in Starkville to conduct Tasks 2.1 and 2.2, while the other tasks will occur before or afterwards:

Task 2.1: Key Person Interviews – [P. Walker and Barber](#)

Up to ten (10) key person interviews will be conducted. One or more Consultant Team members will interview one (1) to three (3) key individuals at a time. Interviewees will include political, business and institutional leaders in the community. These individuals will be identified by the Steering Committee and will include, in particular, those who can "make or break" the plan's ultimate adoption and implementation.

Task 2.2: Stakeholder Focus Group Meetings – [P. Walker and Barber](#)

The Project Steering Committee will identify key stakeholders who can provide useful information and perspectives on the various issues affecting the community. Up to five (5) meetings with various stakeholder groups will be conducted by key members of the Consultant Team, with each meeting including approximately ten (10) individuals having a common interest in Starkville and the Comprehensive Plan. Each meeting will last approximately one hour, and examples of potential stakeholder groups might include the following:

- Residents
- Property owners, developers, and real estate professionals
- Business owners/operators and economic development representatives
- MSU representatives - students, faculty, administration
- Public officials (including elected officials and relevant City department heads)

Task 2.3: Build-Out Scenario – P. Walker (text and photos) and Third Coast (based on existing zoning map, creation of map to be consistent with graphic style of Task 3.0 Concept Plan)

Based upon the City’s existing land use and development policies, particularly zoning, a map will be created to illustrate a future “build out scenario.” There will also be supporting narrative and graphics to paint the picture of continuing future policies.

Task 2.4: Planning Principles – P. Walker to draft / Barber to review

Based upon a combination of “best practices” for comprehensive planning and the public input obtained in Task 2.0, the Consultant Team will draft a set of Planning Principles to guide the subsequent planning effort. The draft will be reviewed by the Steering Committee and edited by the Consultant Team. Public input on the principles will also be solicited.

- Deliverables:*
- Build-Out Scenario – [Third Coast / P. Walker](#)
 - Planning Principles – [P. Walker / Barber](#)

Task 3.0: Charrette & Concept Plan – All Team Members

Task 3.0 offers the single greatest opportunities for meaningful hands-on involvement in the planning process for Starkville’s stakeholders - including the Steering Committee (if established), City representatives, other public officials, business and property owners, the university community, and the public in general. The goal of the charrette process is to provide a forum for the public and to achieve a consensus on the future of the community. The most tangible outcome of the charrette will be the Concept Plan upon which the balance of the comprehensive plan will ultimately be based. This **four (4) day task** will require strong teamwork between the Consultant Team and City, as the City will recruit and schedule all public participants with the guidance of the Consultant Team. The following sub-tasks will occur:

Task 3.1: Studio Set-Up & Follow-Up Field Work (Day 1 - morning and afternoon)

In addition to setting up the work studio space for the Consultant Team (location to be determined), this task will give Consultant Team members another opportunity to build on previous impressions of the community gained during Task 1.0. In particular, examples of land uses and development forms in Starkville that “work” and “don’t work” will be identified. Also, any field information not previously obtained, but since recognized as necessary, can be gathered during this task.

Task 3.2: Public Workshop (Day 1 - evening)

Prior to Task 3.0, the City will recruit participants to be involved in the Public Workshop. Participants should be key stakeholders representing a variety of interests in Starkville. Among the stakeholders, the Steering Committee (if established) should be well-represented. The Consultant Team and Public Workshop participants will gather at the charrette facility and achieve the following over a roughly two-hour period:

Workshop Orientation

The Project Team will present:

- Workshop Purpose & Overview
- Background Research Findings (including the market assessment and “build out scenario”)
- Public Input Results & Planning Principles
- Workshop “Ground Rules”

Planning Session

Following the workshop orientation, participants will be split into teams of approximately ten (10) members each, and each team will create its own conceptual vision plan for Starkville. Consultant Team members will be available to guide each team through their planning process. The conceptual vision plans will be created on “existing conditions” base maps with the help of colored markers coded to particular land uses, forms and planning issues.

Workshop Team Presentations & Wrap-Up

Following the completion of the Planning Session, the Workshop Teams will reassemble into a single group and one or more members of each team will briefly present their plans for Starkville. After each presentation, there will be a brief amount of time for questions and comments. Following the Workshop Team presentations, the Consultant Team will conclude the evening by identifying common elements between the various ideas, and suggest how those ideas might be combined to form the basis for the Concept Plan that the Consultant Team members will produce as a prelude to the ultimate Comprehensive Plan.

Task 3.3: Concept Plan Development (Days 2-4)

Based upon the Task 1.0 research and findings, the Task 2.0 visioning process, and the results of the Day 1 Public Workshop, the Consultant Team will develop the Concept Plan. It will include an illustrated plan map and schematic diagrams (to the extent that time allows). Although it will not cover the full range of details that the subsequent Comprehensive Plan document will consider, the Concept Plan will address:

- Natural and historic resources
- Land uses
- Location, density, form and character of development
- Mobility (vehicular, pedestrian, cycling, etc.)
- Public spaces
- Linkages between key destinations
- Economic development

At some point on the afternoon of Day 2, the Project Team will meet with the Project Steering Committee and/or City staff to receive feedback on the work accomplished up to this point of Task 3.0. This meeting will serve as a critical juncture for the direction that the plan will follow and the duration of the charrette work.

Task 3.4: Concept Plan Presentation (Day 4 - evening)

Similar to the Task 1.5 public “kick-off” meeting, this evening meeting will be widely- publicized to encourage a strong turn-out from the community and it will include the following components:

- Opening Comments & Project Methodology
- Overview of Existing Conditions
- Public Input Results & Planning Principles
- Presentation of the Concept Plan

The majority of time will be dedicated to the Concept Plan, as opposed to the background information. Because of the importance of public interaction, a generous amount of time will also be provided for an open discussion.

Deliverables: - Concept Plan graphics – [Third Coast \(map\)](#) / [W. Walker \(cross-sections\)](#)
 - PowerPoint Presentation (Task 3.4) – [P. Walker](#)

Task 4.0: Draft Plan Preparation

Based upon the public's and Steering Committee's/City's response to the draft Concept Plan presented during Task 3.0, a detailed draft plan will be prepared. **The following plan components will be drafted:**

- P. Walker will draft much of the plan, edit sections drafted by others, and create the document. Also, Rhea is budgeted for one day of editing.

BACKGROUND SECTION

Task 4.1: Existing Conditions Analysis

This section will serve as a background report for the plan so readers understand the community's current situation. It will contain a series of maps, photographs and text to address the following general research topics as described previously in more detail in Task 1.0:

- *Brief history of Starkville* (emphasizing its development history) – P. Walker
- *Physical conditions* (natural and cultural resources, land use, densities/intensities, form and character, streets/mobility, infrastructure and utilities, public spaces, discernible areas/districts/corridors, etc.)
- P. Walker to draft all except: streets/mobility (W. Walker), infra. & utilities (Barber)
- Barber to create relevant maps per Task 1.3
- *Socio/economic conditions* and future growth assumptions based upon the Task 1.4 economic and market assessment - Gross
- *Public policies* (2005 Comprehensive Plan, zoning, other previous plans and studies, etc.) - Barber

The topic of infrastructure and utilities will be based upon information to be provided by the City and will not include a detailed analysis. Instead, it will map existing utility service areas per Task 1.3, it will discuss in general terms existing conditions and capacities, and it will provide general suggestions for future improvements to existing facilities and future expansions of service areas.

Task 4.2: Public Input & Planning Principles – P. Walker

This section of the plan will summarize the results of the various visioning efforts, particularly Tasks 2.0 and 3.0. It will describe the community's preferences identified through meetings, interviews, and other means. Photographs from the charrette will emphasize the hands-on nature of the process. Based on that input and "best practices" for comprehensive planning, the project's Planning Principles will be listed. Those principles will cover all of the basic topics that will serve as the basis for the various plan elements.

Task 4.3: Concept Plan – P. Walker for text / Jones for map (consistent in style with build-out scenario)

This section will feature the Concept Plan map, supporting text, and any other useful graphics.

PLAN ELEMENTS SECTION

Using the selected growth scenario per Task 4.3 as the foundation, this primary plan section will address the following planning topics:

Task 4.4: Natural & Cultural Resources Conservation – P. Walker

This plan element will provide conservation recommendations for the following topics through maps, text and photographs:

- *Natural Resources* - steep slopes, wetlands, floodways, floodplains, etc. Recommendations for "green infrastructure" (bioswales, permeable pavers, etc.) will also be included. – Jones to help with ideas
- *Cultural Resources* - historic districts (existing and potential), key individual sites/landmarks, libraries, museums, the arts, etc.

Task 4.5: Land Uses, Densities/Intensities, Form and Character – P. Walker for text / Barber for map

This key plan element will address the following subjects using maps, text and various graphics:

- *Graphically-Coded Land Plan* map and supporting text to factor in land uses, densities/intensities, form and character for each district classification to serve as the basis for zoning
- *Form and Character* recommendations that are location-specific (polygon intensity areas) and illustrated using photographs as a segway to potential code revisions located later in the plan's Implementation section

Task 4.6: Transportation & Mobility – W. Walker for text and street cross-sections / Barber for maps based on input from W. Walker

Starkville's growth, traffic and opportunities for walking, biking and other alternative modes of transportation will be balanced with the needs of motorized vehicles. In particular, the plan will include consideration of the following issues:

- *Consultation with MDOT, Oktibbeha County and the City* to determine previously-proposed projects that should be incorporated
- *Street layout and connectivity* for both motorized and non-motorized traffic (to include a map of existing and proposed sidewalks and greenways)
- *Concepts to rebalance and "rightsize" streets* utilizing flexibility in engineering and context-sensitive design
- *Street cross-section designs* for key streets (up to 5) to enhance walkability, including "Complete Street" concepts
- *Access management and traffic calming* opportunities
- *Potential gateways* - locations and treatments (to include a map)
- *Multi-modal transportation* opportunities (to the extent relevant)
- Connectivity from neighborhoods to main community nodes (Downtown, Cotton District, MSU, shopping areas, etc.)

Although this task will include general information regarding current road capacities for traffic to the extent that such data is available, it will not include a detailed analysis of conditions or future traffic demand projections. Greenways, though also a form of transportation, will be addressed in Task 4.7 below.

Task 4.7: Public Space & Recreation – P. Walker for text, Jones for ideas, Barber for maps

This plan section (to include a locating map) will address the following types of public spaces, both existing with potential for improvements and new spaces:

- *Greenways* - improvements to existing trails and expansion opportunities (including addressing the viability of potential "rails to trails" conversions)
- *Parks* - passive and active recreation
- *Plazas* and other more urban spaces
- *Venues* for special events

This plan element will consider national per-capita standards for parks and recreation facilities, such as those provided by the National Park & Recreation Association (NPRA), as well as citizen preferences as conveyed through the various public input opportunities for the project.

4.8: Housing - Gross

This plan section will build upon the Task 1.4 Economic and Market Assessment to reiterate housing needs in Starkville and provide a general strategy for providing the variety of housing that is identified as being in need. In particular, issues related to MSU student housing and overall housing affordability will be addressed. This plan will not include an inventory of individual housing conditions, but it will address conditions in general terms, including some neighborhood-specific findings and recommendations.

Task 4.9: Economics - Gross

This plan section will be led by Randall Gross / Development Economics, and it will cover the following two topics:

- *Economic Development* - an evaluation of existing businesses, a determination of desirable new business types and/or areas of expansion, and steps for achieving economic development objectives
- *Economic Diversity* - notwithstanding MSU's important role in the local economy, a key goal will be to achieve an otherwise relatively balanced economy so Starkville can weather industry-specific downturns

Task 4.10: Plan Implementation

The following key implementation issues will be addressed:

- *Policy Revisions* - identification of any key policy revisions necessary to implement the plan, such as zoning and development standards (including transect applications, if deemed desirable) - [Barber](#)
- *Key Capital Projects* - a summary of major transportation and public facility projects - [W. Walker \(transportation\)](#) & [Barber \(public facilities\)](#)
- *Implementation Matrix* - to summarize each key recommendation of the plan organized by issue category, page number references within the plan for more detail, responsible parties (City, County, private sector, etc.), and suggested sequencing within a general timeframe (short-term, mid-term, long-term) – [P. Walker](#)

Task 4.11: Utilities & Storm Water Infrastructure – [Volkert, Inc.](#)

Volkert will provide a summary of future demands on existing utility systems (sewer, water, power and telecommunications) and storm water infrastructure based on anticipated growth and development areas. Based on these demands, Volkert will provide general recommendations for expansions and upgrades to existing utility systems and storm water infrastructure. Volkert will also provide general recommendations for remedial work needed to maintain existing utility systems and storm water infrastructure. Volkert will rely heavily on the City's engineering and public works staff, as well as local utility authorities, for completion of this task.

There will also be an **appendices section** of the plan that includes supplemental materials.

Deliverable: - PDF of Draft Comprehensive Plan – [P. Walker](#)

Task 5.0: Plan Presentations & Revisions - [P. Walker](#), [Barber](#), [Jones](#), [W. Walker](#) and [Gross](#)

Following sufficient time for the City's and Steering Committee's review, key members of the Consultant Team ([P. Walker](#), [Barber](#), [Jones](#), [W. Walker](#) and [Gross](#)) will present the draft plan in a public forum as part of a **one (1) day trip** to Starkville. A separate presentation on the same trip can be made to specific entities, such as the City Aldermen and/or Planning Commission. Based upon a review of the draft plan by the Steering Committee and City, input from the public presentations, and the City's submission of a single "red-lined" copy (serving as a composite of all comments) back to the Consultant Team for any necessary revisions, the draft plan will be revised and submitted as a final document.

Deliverables: - PowerPoint presentation – [P. Walker](#)
 - Electronic copy of the plan – [P. Walker](#)
 - Digital copies of all key plan components (graphics, maps, etc.) – [P. Walker](#)

CITY'S ROLE IN THE PROJECT

In addition to any other specific roles of the City already described above, they will be responsible for the following:

Meetings – The City will be responsible for organizing all meetings between the Consultant Team and the public, City officials or other project stakeholders, with the exception of small one-on-one type meetings that the Consultant Team members might initiate on their own. Such organization of meetings includes

advertising and/or soliciting participation, sending out invitations, arranging for meeting venues, and similar logistical support related to meetings.

Draft Plan Reviews – The City will be responsible for providing the Consultant Team with a single “red lined” composite of all edits to the draft plan. This composite will be created by City staff reviewing all written comments provided by project steering committee members and others so that conflicting comments can be resolved by the City prior to providing the composite comments to the Consultant Team.

TOTAL COST

Per a separate budget that is part of this “base” Scope of Services, a budget of **\$140,913** is proposed, which would include \$126,863 in professional fees and \$14,050 in expenses.

Exhibit A2

Scope of Services

Starkville Code: Zoning, Development & Subdivision Regulations

Revised – 5/12/15.A

SCOPE OF SERVICES

PROJECT INTENT

It is the City's intent for the new Subdivision and Zoning Ordinance to be a unified and simplified Code.

EXISTING CODE SOFTWARE

The City's existing Code software will be used by the Consultants to update the Code. Such format will need to include features that highlight proposed text changes such as strikeouts, text highlighting, font color changes, and similar software features.

PROJECT TASKS

The following five components are proposed for the Scope of Services:

- Task 1.0: Code Diagnosis & Meetings
- Task 2.0: Proposed Code Outline
- Task 3.0: Drafting of Code Update
- Task 4.0: Meetings on Draft Code
- Task 5.0: Final Code Revisions

Below is a description of the proposed five tasks:

Task 1.0: Code Diagnosis & Meetings – Walker & Barber

This initial task will allow the Consultants and Steering Committee to get oriented with the project. While public input will occur throughout the project, the greatest extent will occur during Task 1.0. This task will include a **two (2) day trip** to Starkville by Walker and Barber.

Task 1.1: Detailed Review of Current Code – Walker & Barber

Prior to this task's trip to Starkville, the Consultants will review Starkville's current Code in light of "best practices" as contained in various highly-effective model codes in other communities. The newly completed Comprehensive Plan, prepared by the Consultants, will be particularly important as a basis for the Code update.

Task 1.2: Preliminary Code Diagnosis Report – Walker (Barber to review)

This concise 3-5 page draft report, prepared prior to the Task 1.0 trip to Starkville, will address the following key issues:

- Code organization

- Relevant entities (planning commission, zoning board of adjustment, architectural review board, etc.)
- Administrative processes and procedures
- Substance of the Code regulations, including:
 - Identification of new districts required for plan implementation
 - Identification of obsolete districts to remove or combine with other districts
 - Identification of other provisions, such as specific use standards or design provisions required for plan implementation
 - Legal overview identifying any regulatory provisions needing updating to comply with current state law

Task 1.3: Stakeholder Meetings (Day One) – Walker & Barber

A series of four (4) one-hour “focus group” type stakeholder meetings (with approximately 8 to 12 individuals in each meeting) will occur with the following groups:

- Planning Commission and Zoning Board of Adjustment members and other community groups
- City Staff involved with development (planning, engineering, public works, building codes, etc.)
- Designers and development representatives (architects, engineers, builders, developers, real estate professionals)
- Special Interest representatives (historic preservationists, environmentalists, etc.)

Task 1.4: Public Kick-Off Meeting (Day One) – Walker & Barber

This meeting would be open to the public for the purpose of introducing the project, describing the project Scope of Services, summarizing the organization and content of the existing Code, and soliciting from the public their opinions on the Code.

Task 1.5: Code Diagnosis Meeting (Day Two) – Walker & Barber

Following revisions to the Task 1.2 Preliminary Code Diagnosis Report made on Day Two based upon the Task 1.3 and 1.4 meetings, this meeting with the Steering Committee will allow the Committee and Consultants to discuss all of the relevant issues in hopes of reaching a consensus.

Deliverable: Code Diagnosis Report – P. Walker
PowerPoint for Task 1.4 Meeting – P. Walker

Task 2.0: Proposed Code Outline – Walker to draft / Barber & Rhea to review

This detailed outline will reflect all of the issues to be addressed in the Code and their sequencing of the various components. Given the strong potential for some detailed issues that cannot be anticipated until the actual language is drafted, it is likely that minor adjustments in the outline will occur by the end of this project. This task involves no trips to Starkville by the Consultants.

Deliverable: Code Outline – P. Walker

Task 3.0: Drafting of Code Update – Walker, Barber & Rhea to split up work based upon the separate budget for this task. Third Coast to create graphics. Transect graphics to be adapted from the SmartCode.

This update will utilize existing text and graphics as much as possible. It is contingent upon all existing codes being in Word format, and the Consultants not being required to convert software or conduct research for existing codes. Revisions will include the following:

Task 3.1: Restructure the Code's Organization

- Including adding separate ordinances to create a single unified code.

Task 3.2: Improve the Code's Formatting and User-Friendliness

- Including page layout and replacement of narrative text with charts, graphs, and similar devices.

Task 3.3: Addition of Graphics

- To better convey design concepts, these do not include the transect graphics (see below) and will be capped at 20 graphics unless the budget is expanded. These graphics will be primarily 2-D graphics that convey the regulations in the simplest way possible.

Task 3.4: Elimination of Redundant Text

- Where possible, text narratives will be provided once and then referenced elsewhere in the Code as applicable.

Task 3.5: Substantive Changes per the Comprehensive Plan & Best Practices

- Additions, eliminations and revisions to districts.
- New provisions, such as design standards and more specific regulations.
- Potential addition of new hybrid districts and updates to some existing districts, as needed.

Task 3.6: Addition of Transects # 1, 2, 3 and a Civic District

- Relevant text and graphics to be adapted from the SmartCode to the extent possible.
- These sections will mirror in formatting and otherwise the City's existing Transects 4, 5 & 6.
- The existing Civic District will be updated to accommodate expanded City uses.

Task 3.7: Relevant Entities

- Planning Commission, Zoning Board of Adjustment, Architectural Review Board, etc.

Task 3.8: Approval Procedures

- Rezoning, variances, site plans, certificates of appropriateness, etc.

Task 3.9: Subdivision Regulations

- Procedures and substantive standards, including design of streets, sidewalks, landscaping, etc.

Task 3.10: Definitions

- New terms defined, eliminated terms, and revised definitions.

Task 3.11: Detailed Mapping of Zoning

- This parcel-specific map will be based upon the new Comprehensive Plan's proposed land use map and the districts contained within this Code.

Deliverable: Draft Code Update – [P. Walker, Barber, Rhea, Third Coast](#)

Task 4.0: Meetings on Draft Code – [Walker, Barber & Jones \(or Covington\)](#)

Following the Steering Committee's review of the updated Code created in Task 4.0 and key revisions by the Consultants, Walker and Barber will travel to Starkville as part of a **one (1) day trip** for the following meetings:

Task 5.1: Meeting with Steering Committee – [Walker, Barber & Jones \(or Covington\)](#)

Similar to the informal meeting held during Task 2.2 to discuss the Code Diagnosis Report, this meeting with the committee will spend substantial time reviewing and discussing the updated draft.

Task 5.2: Public Presentation of Draft Code – Walker, Barber & Jones (or Covington)

This PowerPoint presentation will present the updated Codes in a clear and understandable manner so the public can comprehend the key revisions being proposed. As much time as will be needed will be available for questions and comments during and after the presentation.

Deliverable: PowerPoint Presentation – P. Walker

Task 5.0: Final Code Revisions

Based upon the input received through the various meetings occurring during Task 5.0, the Consultants will make a final set of edits to finalize the updated Code. Any further rounds of edits identified and desired by the City following this task can be achieved by the City Planning staff as needed, although the Consultants will remain available at no additional cost for general input via e-mail and telephone if necessary.

Deliverables: Final Code Update – All Applicable Team Members

CITY'S ROLE IN THE PROJECT

In addition to any other specific roles of the City already described above, they will be responsible for the following:

Meetings – The City will be responsible for organizing all meetings between the Consultant Team and the public, City officials or other project stakeholders, with the exception of small one-on-one type meetings that the Consultant Team members might initiate on their own. Such organization of meetings includes advertising and/or soliciting participation, sending out invitations, arranging for meeting venues, and similar logistical support related to meetings.

Draft Code Reviews – The City will be responsible for providing the Consultant Team with a single “red lined” composite of all edits to the draft code. This composite will be created by City staff reviewing all written comments provided by project steering committee members and others so that conflicting comments can be resolved by the City prior to providing the composite comments to the Consultant Team.

TOTAL COST

Per a separate budget that is part of this “base” Scope of Services, a budget of **\$79,060** is proposed, which would include \$77,290 in professional fees and \$1,770 in expenses.

EXHIBIT B1 - Final Starkville Comprehensive Plan Budget								
Revised - 4/5/2015								
	Task 1.0	Task 2.0	Task 3.0	Task 4.0	Task 5.0			
	Project	Community	Charrette &	Draft	Plan			
	Kick-Off	Visioning	Concept	Plan	Presentation			Total
	& Research		Plan	Preparation	& Revisions	Hours	Rate/hr.	Costs
	(3-Day Trip)	(2-Day Trip)	(4-Day Trip)	(No Trip)	(1-Day Trip)			
PROFESSIONAL FEES								
The Walker Collaborative								
Walker	40	40	44	80	24	228	\$140	\$ 31,920
Orion Planning Group								
Barber	56	24	40	36	16	172	\$140	\$ 24,080
Rhea	0	0	0	8	0	8	\$140	\$ 1,120
Third Coast Design Studio								
Covington	0	0	40	10	0	50	\$115	\$ 5,750
Jones	32	8	40	16	16	112	\$115	\$ 12,880
Alta Planning & Design								
Walker	30	0	32	37	18	117	\$175	\$ 20,475
Volkert								
Broome*	28.6	0	0	28.6	0	57.2	\$165	\$ 9,438
Randall Gross / Dev. Econ.								
Gross	120	0	40	32	20	212	\$100	\$ 21,200
SUBTOTAL HOURS	307	72	236	248	94	956		
SUBTOTAL FEES	\$39,089	\$ 9,880	\$ 30,560	\$ 34,744	\$ 12,590			\$ 126,863
EXPENSES								
Travel, etc.	\$3,600	\$1,220	\$6,060	\$100	\$2,270			\$ 13,250
Added travel - Volkert	\$200		\$200					\$ 400
Data costs for Gross	\$400							\$400
TOTAL PROJECT COST	\$ 43,289	\$ 11,100	\$ 36,820	\$ 34,844	\$ 14,860			\$ 140,913
Gray cells = trips to Starkville								
* Not needed for full indicated length of trips								

Travel Costs

TEAM EXPENSES

TASK 1.O TRIP	per diem	days/miles	people	
Lodging	\$120.00	3	5	\$1,800
Dining	\$40.00	4	5	\$800
Mileage		\$150	3 drivers	\$450
Car Rental	\$50.00	3	1	\$150
Air Fare		\$400	1	\$400
Subtotal				\$3,600

TASK 2.O TRIP	per diem	days/miles	people	
Lodging	\$120.00	3	2	\$720
Dining	\$40.00	2.5	2	\$200
Mileage		\$150	2 drivers	\$300
Misc.				\$0
Subtotal				\$1,220

TASK 3.O TRIP	per diem	days/miles	people	
Lodging	\$120.00	5	6.2	\$3,720
Dining	\$40.00	5	6.2	\$1,240
Mileage		\$150	3 drivers	\$450
Car Rental	\$50.00	5	1	\$250
Air Fare		\$400.00		\$400
Subtotal				\$6,060

TASK 5.O TRIP	per diem	days/miles	people	
Lodging	\$120.00	2	4	\$960
Dining	\$40.00	2	4.5	\$360
Mileage		\$150	3 drivers	\$450
Air Fare		400		\$400
Car Rental	\$50.00	2	1	\$100
Subtotal				\$2,270

EXHIBIT B2 - Final Starkville Code Budget									
Revised - 4/5/2015									
	Task 1.0	Task 2.0	Task 3.0**	Task 4.0	Task 5.0				
	Code	Proposed	Drafting	Meetings	Final				
	Diagnosis	Code	of Code	on Draft	Code				Total
	& Meetings	Outline	Update	Code	Revisions	Hours	Rate/hr.		Costs
	(2-Day Trip)	(No Trip)	(No Trip)	(1-Day Trip)	(No Trip)				
PROFESSIONAL FEES									
The Walker Collaborative									
Walker	40	6	106	24	24	200	\$140	\$	28,000
Orion Planning Group*									
Barber	32	2	160	12	12	218	\$140	\$	30,520
Rhea	0	1	42	0	4	47	\$140	\$	6,580
Third Coast Design Studio*									
Covington	0	0	41	0	4	45	\$115	\$	5,175
Jones	0	0	41	16	4	61	\$115	\$	7,015
SUBTOTAL HOURS	72	9	390	52	48	571			
SUBTOTAL FEES	\$ 10,080	\$ 1,260	\$ 52,550	\$ 6,880	\$ 6,520			\$	77,290
EXPENSES									
Travel, etc. ***	\$745	\$0	\$0	\$1,025	\$0			\$	1,770
TOTAL PROJECT COST	\$ 10,825	\$ 1,260	\$ 52,550	\$ 7,905	\$ 6,520			\$	79,060
Gray cells = trips to Starkville									
* Barber & Rhea and Jones & Covington may adjust their individual hours within their respective overall allotted hours									
** See page 3 of this spreadsheet for a breakdown of Task 3.0									
*** See page 2 of this spreadsheet for a breakdown of expenses									

Travel Costs

TEAM EXPENSES

TASK 1.O TRIP	per diem	days/miles	people	
Lodging	\$120.00	1.5	2	\$360
Dining	\$40.00	2	2	\$160
Mileage		\$150	1.5	\$225
Subtotal				\$745

TASK 4.O TRIP	per diem	days/miles	people	
Lodging	\$120.00	2	2.5	\$600
Dining	\$40.00	2	2.5	\$200
Mileage		\$150	1.5	\$225
Subtotal				\$1,025

Task 3.0 Budget

Revised - 4/5/2015

	Task 3.1 Restruct. Code's Organiz.	Task 3.2 Improve Code's Format	Task 3.3 Addition of Graphics	Task 3.4 Eliminate Redund. Text	Task 3.5 Substant. Changes	Task 3.6 Addition of Transects	Task 3.7 Relevant Entities	Task 3.8 Approval Proced.	Task 3.9 Subdiv. Regs.	Task 3.10 Definition
PROFESSIONAL FEES										
The Walker Collaborative										
Walker	2	4	2	2	60	4	1	1	20	8
Orion Planning Group*										
Barber	20	40	1	20	20	8	4	6	8	1
Rhea	2	4	1	2	20	2	1	1	8	1
Third Coast Design Studio*										
Covington	0	0	16	0	8	8	0	0	8	0
Jones	0	0	16	0	8	8	0	0	8	0
SUBTOTAL HOURS	24	48	36	24	116	30	6	8	52	10
SUBTOTAL FEES	\$ 3,360	\$ 6,720	\$ 4,240	\$ 3,360	\$ 15,840	\$ 3,800	\$ 840	\$ 1,120	\$ 6,880	\$ 1,400
EXPENSES										
Travel, etc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT COST	\$ 3,360	\$ 6,720	\$ 4,240	\$ 3,360	\$ 15,840	\$ 3,800	\$ 840	\$ 1,120	\$ 6,880	\$ 1,400

Gray cells = trips to Starkville

* Barber & Rhea and Jones & Covington may adjust their individual hours within their respective overall allotted hours

Task 3.11

Detailed Mapping of Zoning	Hours	Rate/hr.	Total Costs
2	106	\$140	\$ 14,840
32	160	\$140	\$ 22,400
0	42	\$140	\$ 5,880
1	41	\$115	\$ 4,715
1	41	\$115	\$ 4,715
36	390		
\$ 4,990			\$ 52,550
\$0			\$ -
\$ 4,990			\$ 52,550