

PROFESSIONAL SERVICES AGREEMENT

ZONING ORDINANCE UPDATE for BROKEN ARROW, OKLAHOMA

STATE OF OKLAHOMA

§

§

COUNTY OF TULSA

§

KNOW BY THESE PRESENTS:

This Agreement made this 18th day of May, 2021, by and between the City of Broken Arrow, Oklahoma hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its Chief Executive Officer, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite A-300, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

ARTICLE I CONSULTANT

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Zoning Ordinance Update as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Zoning Ordinance Update and to which the Agreement applies.

ARTICLE II SCOPE OF SERVICES

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the Zoning Ordinance Update as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:
 - (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;

- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as specified in the Scope of Services;
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
- (i) Other related or unrelated professional planning services that may be requested by the CLIENT which are not specified in the Scope of Services.

ARTICLE III CONSULTANT PERSONNEL

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.
- 3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. The subconsultants to be utilized include Halff Associates, Inc. Any work or services subcontracted hereunder shall be specified by a written agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV SUPPORT SERVICES

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "B" – Support Services, which is attached and made a part of this Agreement.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.

- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "B" – Support Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V TIME OF PERFORMANCE

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within 18 months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impractical.
- 5.3 The completion schedule set forth in Section 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount of One Hundred Ninety-Five Thousand Eight dollars

(\$195,008.00). ACI includes salary costs, overhead, direct expenses, and profit. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in Section 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI amount. Payment later than 30 days shall include interest at 1-1/2 percent per month from the date the CONSULTANT receives confirmation of CLIENT receipt of the invoice until the date CONSULTANT receives payment. Such interest is due and payable when the overdue payment is made and is in addition to the above stated total contract amount.

- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Section 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII

PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
 - (b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such

termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

- 10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.
- 10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI **CONFIDENTIALITY**

- 11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT unless such information is required, or otherwise compelled, by law to be disclosed.

ARTICLE XII **INSPECTION OF RECORDS**

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.
- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII
INSURANCE

13.1 **Insurance**

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- 14.1 **Force Majeure**. Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 **Entire Agreement**. This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 **Choice of Law**. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Oklahoma.
- 14.4 **Dispute Resolution**. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. If the amount in controversy is \$25,000 or more, the City of Broken Arrow may proceed to negotiate by and through a designated representative with limited settlement authority. No agreement to settle a matter in an amount of \$25,000 or more shall be binding until, and unless, such settlement is approved by the City Council of Broken Arrow. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the matter has not been resolved pursuant to the aforesaid negotiation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Tulsa County, Oklahoma; and all parties consent to Tulsa County, Oklahoma, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

- 14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Michael Spurgeon, City Manager
City of Broken Arrow
220 S First Street
Broken Arrow, OK 74012

CONSULTANT: Bret C. Keast, Chief Executive Officer
Kendig Keast Collaborative
1415 Highway 6 South, Suite A-300
Sugar Land, Texas 77478

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.14 State or Federal Laws. This Agreement is performed in Broken Arrow, Oklahoma, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

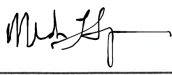
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The parties have executed this Agreement in duplicate originals.

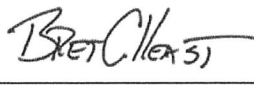
This 18th day of May, 2021.

FOR BROKEN ARROW:

FOR KENDIG KEAST COLLABORATIVE:

By: 

Michael Spurgeon
City Manager

By: 

Bret C. Keast, AICP
Chief Executive Officer

ATTEST:

Curtis Green



APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY

EXHIBIT "A"
UPDATE OF ZONING ORDINANCE
PHASE I.
SCOPE OF SERVICES

Overview

Under contract to the City of Broken Arrow, Kendig Keast Collaborative (KKC), together with Halff Associates, will provide professional ordinance writing services to assist the City in creating a new Zoning Ordinance. This work effort will be centered on updating and rewriting the zoning regulations, streamlining procedures, and establishing good standards to achieve quality, sustainable development outcomes.

The process will be developed in two phases. The first phase will focus on background study and the initial analysis, followed by drafting the zoning ordinance. The phase two services will supplement phase one but requires additional funding in the new fiscal year.

Project Administration

KKC will coordinate with City staff to develop a project schedule. The schedule will include the dates of deliverables, periods of review, and meetings for the duration of the project. The schedule will be coordinated so that the City's Project Director can provide status reports to the Planning Commission, City Council and other boards and commissions at regular milestones in the ordinance development process.

KKC will complete project management activities to ensure schedule adherence, cost control, and quality assurance. These activities will include:

- Preparation and maintenance of the project schedule.
- Frequent communication and coordination with the City's Project Director.
- Submittal of written progress reports in conjunction with each monthly invoice.

CORE PROJECT SERVICES OF PHASE I

The core services of Phase I are divided into five distinct stages:

1. Project Orientation
2. Outreach and Communication
3. Diagnostics and Analyses
4. Technical Drafting
5. Review and Adoption

Within each stage is a series of tasks and subtasks. The scope of services made up of these tasks and subtasks is set out below.

Phase II services include those outlined later in this scope of services.

STAGE 1: Project Orientation

1.1 Setting the Stage

- Review the Code of Ordinances to identify provisions to cross reference or include in the Zoning Ordinance. These include cross references to:
 - Chapter 2, Administration; Article VII, Planning Commission.
 - Chapter 3.5, Airports, Heliports, Takeoffs and Landings.
 - Chapter 5, Animals.
 - Chapter 6, Buildings and Building Regulations, Article II, Building Code.
 - Chapter 6, Buildings and Building Regulations, Article X, Mobile Homes, Mobile Home Parks and Manufactured Housing Used as Dwellings.
 - Chapter 16.5, Parks and Recreation.
 - Chapter 25, Stormwater Management, Article IV, Floodplain Development Requirements.
- Coordinate with the Project Director to make arrangements for the Trip 1, including spaces, dates and times, and staff and public official involvement.

1.2 Staff Coordination

- Conduct a staff kick-off teleconference to:
 - Establish project logistics, communications, scheduling, and roles of the Staff Technical Team (STT).
 - Review the schedule to coordinate dates of deliverables and meetings with the City's calendar of events and activities.
 - Discuss the structure and membership of a 12-to-15-member (maximum) Stakeholder Advisory Committee (SAC).
 - Determine arrangements and scope or coordination with the consultants of the New Orleans Square and the integration of the overlay district regulations into the Zoning Ordinance.
 - Identify needed data, maps and information.
- Establish the times for bi-weekly teleconferences with the Project Director, as needed.
- Discuss the schedule and timing of four Staff Technical Team (STT) virtual meetings. If these meetings are held in-person, they will be coordinated and conducted with the other scheduled on-site meetings.

Meeting(s): Staff kick-off teleconference (virtual)
Bi-weekly calls with the Project Director

Deliverable(s): Project schedule

STAGE 2: Outreach and Communication

2.1 Project Introductions

- Facilitate a meeting with the Staff Technical Team (STT).
 - Review the list of issues assembled by the STT and delivered to KKC.
 - Discuss the current processes, procedures, and practices.

- Outline the common issues with the administration and enforcement of the Zoning Ordinance.
- Kick-off the SAC meeting series.
 - Review of project scope and schedule;
 - Discuss roles and responsibilities; and
 - Initiate assets and issues exercise.
- Provide an introductory presentation at a joint meeting of the Planning Commission, Board of Adjustment, and City Council.
 - Overview the project approach and schedule;
 - Summarize the findings of the stakeholder listening sessions; and
 - Discuss key planning and regulatory issues to be addressed in the ordinance rewrite.
- City Staff tasks:
 - Hold an open-door meeting for walk-in participants to inquire about the zoning update process and to provide input. Provide a written report to document the outcomes for KKC.
 - Conduct a public kick-off event with input from KKC. Provide a written report to document the outcomes for KKC. Provide an overview of the zoning update project and what is and is not included;
 - Outline the opportunities for participation;
 - Assemble a mailing list of interested persons; and
 - Arrange to solicit comments and input via question/answer boards, where do you live/work map, and walk-through breakout sessions.

2.2 Stakeholder Listening Sessions

- Conduct up to six, one-hour stakeholder listening sessions to include:
 - Representatives of the HOAs;
 - Landowners, developers and builders;
 - Engineers, architects and planners;
 - Downtown business owners;
 - BAEDA members; and
 - New Orleans Square Advisory Committee.
- Document the key conversation points.

Meeting(s): Trip No. 1 (three-day)

- STT meeting (in-person)
- SAC meeting (in-person)
- Meeting with Planning Commission, BOA, and City Council (in-person)
- Open door (in-person)
- City Staff led tour

Deliverable(s): Meeting presentations which will include a Summary of Stakeholder Input (after these meetings are completed)

STAGE 3: Diagnostics and Analyses

3.1 Background Study

- Review related planning documents such as:
 - Broken Arrow NEXT Comprehensive Plan;
 - Future Development Map;
 - Downtown Development Plan;
 - Land Subdivision Code (City staff task);
 - Engineering Design Criteria Manual; and
- Downtown Residential Overlay District Design Standards. City Staff tasks with input from KKC:
 - Review patterns of land use and zoning and where they are consistent and inconsistent;
 - Compare the land use and zoning patterns to the proposed development scenario;
 - Overlay environmental features to identify areas of development sensitivity; and
 - Identify the lots in each zoning district that are nonconforming in lot area.

3.2 Field Reconnaissance (coordinated with Task 2.1 on-site activities)

- Acquire existing conditions data, information and mapping from Halff Associates.
- Attend a staff-lead tour of the city and its fence line area to see relevant examples of different development types, patterns and forms; past and recent development; and drive-throughs of conventional and planned developments.
- Observe through a self-guided tour, built applications of the zoning ordinance, particularly any that demonstrate applications of low-impact, sustainable development and sites pointed out by participants in the stakeholder listening sessions and other introductory meetings.
- Develop a photographic inventory.

3.3 Diagnostic Review

- Outline the policies, principles, and goals of the Comprehensive Plan to be implemented by the Zoning Ordinance.
- Staff Task: Review and provide a written summary of the gaps and deficiencies in the current regulations:
 - Concerns and comments from staff, stakeholders and public meetings;
 - Consistency with the Comprehensive Plan;
 - Compliance with state statutes and federal laws;
 - Assessment of the structure and organization;
 - Ease of navigation and understanding; and
 - Enforceability.
- Upon receiving the above written reports of staff, KKC will perform an analysis of the zoning districts and land uses to:
 - Reconcile the zoning districts with the Land Use Intensity System;
 - Identify opportunities to simplify and streamline the district structure, including the role of overlay districts; and
 - Model the densities and intensities of each district.

- Prepare the proposed strategic directions of the zoning ordinance update.
- Prepare an annotated outline of the proposed new Zoning Ordinance.

3.4 Presentation and Consensus Building

- Discuss the diagnostic with the STT to receive feedback and to reach consensus on the approach.
- Present the Diagnostic Review in a joint meeting to the STT, SAC, Planning Commission and City Council.
- Receive policy direction and guidance.

Meeting(s): Trip No. 2 (two-day)
STT diagnostic discussion (virtual)
Presentation to Planning Commission, BOA, and City Council (virtual)

Deliverable(s): Diagnostic Review
Annotated Outline

STAGE 4: Technical Drafting

4.1 Preliminaries

- Outline the process and protocols for drafting, delivery, review, revision, and public release.
- Discuss the means of achieving public input during Phase II, which may include:
 - Community survey(s);
 - Stakeholder and interest group polling; and/or
 - GeoEngagement (receive comments tied to a specific location within the City)

4.2 Ordinance Drafting

- Outline the contents of each deliverable in the annotated outline delivered in Task 3.3.
- Utilize the bi-weekly calls with the Project Director to discuss the proposed approach and the issues to be resolved.
- Prepare the text of each module and build the interactive functionality, including hyperlinked cross references, popup definitions, auto-numbering, etc.
- Present each module to the STT prior to their review and comment.

4.3 Illustration

- Generate customized graphics to illustrate the development concepts and standards, for use in public meetings and for publishing in the zoning ordinance.
- Modify “stock” graphics for common provisions, e.g., measurements, lot and building dimensioning, definitions, etc.
- Provide a library of graphics organized in the online platform.
- Number and name each graphic for accessibility purposes.

4.4 Facilitated Discussions

- Concurrent with the delivery of each module:
 - Meet with the STT to discuss warranted edits and modifications;
 - Present each module to the SAC and document the comments and recommendations;
 - Hold a meeting for the stakeholders involved in Task 2.2, as requested;
 - Participate in staff-arranged meetings with key interest groups, e.g., homebuilders, HOAs, etc.
 - Conduct an open-door meeting to solicit general input and feedback; and
 - Attend a City Council briefing with delivery of each module.

4.5 Ordinance Revisions

- Based on the input of attendees of the above meetings:
 - Discuss the requested changes with the Project Director and STT;
 - Seek input and guidance from the City Council, as needed;
 - Add, delete or modify the initial draft of each module to reflect the warranted changes;
 - Republish a revised draft to the project website.
- Assemble revised versions of Module 1 and 2 into a public review draft.

STAGE 5: Review and Adoption

5.1 Building Support

- Conduct facilitated work sessions.
 - Hold a Question/Answer Session with the City Council to address special topics and to brief them on the final review and adoption process.
 - Host a Public Reception in an open house environment with board displays, summary presentation, and City staff and Consultant Team members available to answer questions.
 - Conduct a Joint Leadership Work Session focused on pointed discussion topics to seek guidance and final resolution.
- Make the Public Hearing Draft available on the project website (linked to the City's website), in the Planning & Development Department, and in other staff identified locations.

Meeting(s): Trip Nos. 3 and 4 (three-day)

5.2 Public Hearings

- Planning Commission.
 - Attend a public hearing of the Planning Commission to present an overview of the updated zoning ordinance and to answer questions of the Commissioners.
 - Note public comments to identify warranted changes and modifications.
 - Make a final round of revisions to incorporate changes requested by the Planning Commission.
 - Seek a recommendation of support for adoption from the Planning Commission.

- City Council.
 - Attend a public hearing of the City Council for their consideration of adoption.
 - Prepare the final adopted ordinance.

Meeting: Trip Nos. 5 and 6 (one-day each)
 Planning Commission Public Hearing (In-Person)
 City Council Public Hearing (In-Person)

5.3 Final Delivery

- Upon adoption, the zoning ordinance will be published to the City's website, which will include:
 - All standard features;
 - Branded site design;
 - Auto-archiving;
 - Cloud-based library;
 - Subscription/notification of ordinance amendments; and
 - Getting Started Training.
- Provide digital files in Microsoft Word and Adobe PDF.

PHASE II (Alternative Additions Based on Additional Funding).

SCOPE OF SERVICES

The tasks outlined below will be integrated into the Phase I services upon allocation of additional budget. These supplemental services will be authorized by the City Manager and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the maximum not-to-exceed amount of compensation. If necessary, an adjustment to the time of performance may also be necessary.

Web-Based, Interactive Public Presentation Platform – Design and built concurrent with Stage 1, Project Orientation

- Design and build the site framework, including the homepage, page layout and stylesheet, and preliminary outline.
- Introduce and train staff on the use of the password-protected Maintenance Module for providing comments and editing the draft ordinance modules. The City will have licensed access to the software as spelled out in the enCodePlus License Agreement.
- Custom build the following premium features:
 - Archiving
 - Three-day certification training
 - Calculators for bufferyards, development yield, fees, landscaping, parking and signage
 - GeoZone 3D mapping with geocomment, land use lookup and zoning summary
 - Custom indexing
 - Interactive summary
 - Cloud library
 - eReader

Community Survey – Conducted During Stage 2, Outreach and Communication and Stage 3, Diagnostics and Analysis

- Prepare a community survey for use as input in the project understanding and to glean community perspectives on special topics.
- Develop the survey instrument to link to the project website.
- Coordinate with the Project Director as to advertising and distribution.
- Produce a report of the survey findings.

Project Website – Constructed simultaneous to Stage 2, Outreach and Communication–

- Set up a project website, to include:
 - An introduction to the project;
 - Project schedule;
 - How to get involved;
 - About the Consultant Team;
 - Geo-Engagement Tool (optional);
 - Community survey Instrument (optional); and
 - Library of plans, ordinances and other related materials.

Zoning Map – Developed concurrently with Task 4.2, Ordinance Drafting

- Using the GIS files provided by the City:
 - Evaluate the necessary map adjustments based upon the final set of zoning districts;
 - Perform analysis as to the available land uses and the resolution of preexisting nonconforming lots;
 - Produce a draft map consistent with the district transitions outlined in the proposed update to the zoning ordinance;
 - Present and review the draft zoning map with the STT; and
- Deliver the GIS files to staff for their use in:
 - Evaluating the warrant for and possible implications of city-initiated changes identified through the ordinance development process;
 - Meeting with land and business owners regarding proposed district adjustments; and
 - Modifying the map based upon the findings of their analyses and the input of stakeholders.
- *Optional* – KKC will produce and deliver an initial draft of the zoning map. Thereafter, City staff will make all necessary changes and adjustments based upon local input.

Development Guidebook - Developed concurrently with Task 4.2, Ordinance Drafting

- Produce a Development Guidebook to outline the new application processes and procedures.
 - Summarize the process for each type of approval or permit covered by the new ordinance;
 - Update or develop checklists of application submittal requirements;
 - Update or develop new application forms.
- Upload the Guidebook to the online platform.

Meeting(s): Trip Nos. 3 and 4 (three-day)
STT meetings (virtual/in-person)
SAC meetings (in-person)
Stakeholder meetings (in-person)
Interest group meetings (maximum six)
Open door meetings (in-person)
City Council briefings (in-person)
Optional webinars (virtual)

Deliverable(s): White papers
Web-based platform
Zoning Map
Development Guidebook
Two illustrated modules (draft and revised)
Public Hearing Draft

Training – Facilitated during Trip No. 5

- Facilitate a training series including:
 - All departments that serve a role in reviewing development applications and enforcing the regulations.

- Planning Commission, Board of Adjustment, and City Council to identify changes to their procedures and decisions.
- Technical users including design professionals, developers, builders, regular development applicants, and others identified by the Project Director.

Meeting(s): Trip Nos. 5 and 6

Planning Commission public hearing (in-person)
City Council public hearing (in-person)
Training (in-person)

Deliverable(s): Public Hearing Draft

PowerPoint presentation
Password access to the web-based platform

III. POST ADOPTION

Performance Audit - An audit will be conducted to validate the success of the Zoning Ordinance in achieving certain performance measures, including the gain in efficiency in processing applications toward approval and the quality of development procedures and outcomes. The audit will be completed in two parts. First, a benchmark report will be produced concurrent with the Zoning Ordinance process to document and quantify measurable indicators. Secondly, KKC will generate the audit, which will be included in the Recommended Amendments Memorandum.

Recommended Amendments Memorandum – Following the audit, KKC will draft a memorandum outlining the recommended text and map amendments, together with any warranted or required changes in other ordinances or the City Code to ensure their integrity. This memorandum will be presented virtually to the Planning Commission and City Council.

Draft Amendments - Based on the above memorandum, KKC will draft the required amendments in legislative format for staff review. Upon confirmation of the amendments, City staff will present them to the Planning Commission and City Council for recommendation and adoption. KKC will be available to present the amendments on a per meeting basis. Once adopted, KKC will codify, archive, and publish the amendments in the online platform.

Five-Year Update - To maintain the integrity of the Zoning Ordinance and to keep it current with legal and regulatory changes and the latest trends, and to amend them as necessary, KKC will perform a comprehensive assessment and conduct warranted updates.

Broken Arrow Zoning Ordinance Update Project Budget						
Key Personnel Title	Principal	Project Manager	Senior Associate	Half Associates	TOTAL	
Hourly Rate	\$200	\$145	\$135	\$175		
Stages and Tasks					Hours	
0.0 Project Administration					\$	12,190
STAGE 1: PROJECT ORIENTATION						
1.1 Setting the Stage					\$	2,320
1.2 Staff Coordination					\$	1,600
TOTAL FOR STAGE 1	\$ 600	\$ 1,595	\$ 675	\$ 1,050	\$	3,920
Direct Expenses					\$	4,148
STAGE 2: OUTREACH AND COMMUNICATION						
2.1 Project Introductions					\$	11,830
2.2 Stakeholder Listening Sessions					\$	3,460
TOTAL FOR STAGE 2	\$ 4,400	\$ 5,365	\$ 2,025	\$ 3,500	\$	15,290
Direct Expenses					\$	-
STAGE 3: DIAGNOSTICS AND ANALYSES						
3.1 Background Study (GIS)					\$	2,750
3.2 Field Reconnaissance					\$	1,870
3.3 Diagnostic Review					\$	11,180
3.4 Presentation and Consensus Building					\$	2,050
TOTAL FOR STAGE 3	\$ 1,200	\$ 7,250	\$ 6,075	\$ 3,325	\$	17,850
Direct Expenses					\$	2,273
STAGE 4: TECHNICAL DRAFTING						
4.1 Preliminaries					\$	850
4.2 Ordinance Drafting					\$	73,925
4.3 Illustration					\$	7,330
4.4 Facilitated Discussions					\$	11,620
4.5 Ordinance Revisions					\$	14,785
TOTAL FOR STAGE 4	\$ 12,800	\$ 46,110	\$ 40,500	\$ 9,100	\$	108,510
Direct Expenses					\$	5,918
STAGE 5: REVIEW AND ADOPTION						
5.1 Building Support					\$	8,200
5.2 Public Hearings					\$	8,060
5.3 Final Delivery (excluding added features)					\$	2,640
TOTAL FOR STAGE 5	\$ 800	\$ 10,440	\$ 4,860	\$ 2,800	\$	18,900
Direct Expenses					\$	6,010
TOTAL (Cost of Phase I Only)	19,800	70,760	54,135	19,775		195,008

All costs associated with Phase II are not shown in this project budget above.