

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the 26th day of June, 2015, by and between the Town of Nags Head, North Carolina (hereinafter referred to as the Client), and CodeWright Planners, LLC, a North Carolina Limited Liability Company doing business at 9 Blue Bottle Lane Durham, NC 27705 (hereinafter referred to as the Contractor).

WHEREAS, the Client desires to have a new comprehensive plan (hereinafter referred to as the Plan) prepared, have a new unified development ordinance (hereinafter referred to as "UDO") prepared, and a formal review of the Town Code of Ordinance (hereinafter referred to as the Code); and

WHEREAS, the Client desires to engage the Contractor to render these professional services in connection with this project; and

WHEREAS, the Contractor desires to undertake the project.

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

1. **Scope of Services.**

The Contractor agrees to provide professional services to prepare a new Plan, UDO, and review the Code. The services to be performed are described in Exhibit A attached hereto and incorporated herein (Exhibit A is titled "Scope of Services"). The Client agrees to provide supporting services to the Contractor as described in Exhibit A.

2. **Time of Performance.** The services of the Contractor are to commence on the date of execution of this Agreement by both Client and Contractor, and will be undertaken and completed consistent with the Tasks set out in Exhibit A. The project will be completed over the period from June 26, 2015 through August 31, 2017 (total time = 25 months). The time of performance may be extended beyond the schedule set out in Exhibit A by mutual written agreement of the parties.

3. **Method of Payment & Total Project Amount.** The Client shall compensate Contractor for its services in accordance with the Compensation Schedule set out in Exhibit B. It is understood and agreed that the total compensation and reimbursement to be paid for the professional services rendered under this Agreement is \$100,000. Contractor may invoice Client on a monthly basis for the percent of work completed on each task, and Client will pay Contractor within 30 days of receipt of the invoice, as long as the work is satisfactorily completed. By mutual written agreement, the Client and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.

#### 4. General Terms and Conditions.

- A. Termination of Agreement: The Client shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.
- B. Changes. The Client may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due to the Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for three (3) years after the Agreement ends.
- E. Ownership of Documents. Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.
- F. Use of Work. Contractor assigns to Client the right to: 1) reproduce the work prepared under this Agreement; 2) distribute copies to the public; and 3) display the work publicly. Contractor shall have the right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.

G. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of North Carolina. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of 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. Notices. Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

Holly White, Principal Planner  
Town of Nags Head Planning and Development  
P.O. Box 99  
Nags Head, NC 27959  
Facsimile number: 252.441.4290  
Email: holly.white@nagsheadnc.gov

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

Chad Meadows, Principal  
CodeWright  
9 Blue Bottle Lane  
Durham, North Carolina 27705  
Facsimile number: 888.255.7920  
Email: chad@codewright.info

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

5. Indemnification. The Contractor agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof and caused by the negligence of the Contractor or subcontractors.

6. **Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
7. **Certificate of Insurance.** Contractor agrees to procure all of the insurance specified below and shall submit a Certificate of Insurance, from an insurer duly authorized to do business in North Carolina, naming the Town of Nags Head, as an additional insured:
- A. **Workers' compensation insurance.** Workers' Compensation insurance for all employees who are engaged in the work under the Agreement.
  - B. **Motor vehicle liability insurance.** Contractor shall take out and maintain during the life of this Agreement, such motor vehicle liability insurance as shall protect Contractor while performing work covered by this Agreement from claims for damages which may arise from operations by Contractor or by any other persons directly or indirectly employed by Contractor and the amounts of such insurance shall be as follows:
    - 1. **Motor vehicle liability insurance.** On all motor vehicles owned, leased or otherwise used by Contractor in an amount not less than \$1,000,000.00 (combined single limit) for bodily injury including death and property damage combined.
  - C. **Professional liability insurance.** Contractor shall procure and maintain professional liability insurance in the amount of not less than \$1,000,000.00.
  - D. **Insurance Company.** The insurance company(ies) used by Contractor must be licensed to do business in the State of North Carolina.
8. **Inquiries Regarding Payment.** All inquiries regarding payment of invoices are to be directed to:

Holly White, Principal Planner  
Town of Nags Head Planning and Development  
P.O. Box 99  
Nags Head, NC 27959  
Facsimile number: 252.441.4290  
Email: holly.white@nagsheadnc.gov

9. Anti-discrimination Clause. Client does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided.

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

11. Mediation. 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, may be submitted to non-binding mediation upon agreement of the parties. The cost of said mediation shall be split equally between the parties. Mediation conducted under this Agreement shall occur in Nags Head, North Carolina.

12. E-Verification of Employees

The Contractor represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this Agreement, that the Contractor employs fewer than 25 employees who are employed for 9 months or more during a 12-consecutive-month period, and that the Contractor has used the E-Verify program, as defined in NCGS §64-25(5), to verify the work authorization of each employee.

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

CODEWRIGHT PLANNERS, LLC

BY:

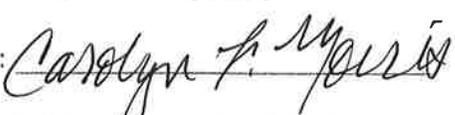
  
Chad Meadows

Title: Principal

Date: 6/26/15

ATTEST:

BY:

  
Printed Name: Carolyn Morris  
Title: Town Clerk

TOWN OF NAGS HEAD

BY:

  
Andy Garman

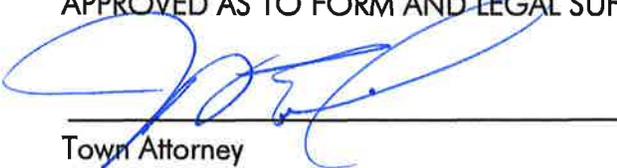
Title: Assistant Town Manager

Date: 6/26/15



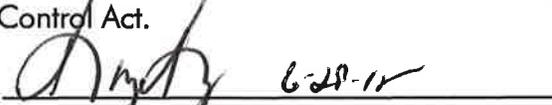
(SEAL):

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
Town Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited as required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Finance Director

# EXHIBIT A: SCOPE OF SERVICES

This scope of services includes the following seven tasks:

## **TASK 1: PROJECT INITIATION**

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The main purpose for the project initiation task is to establish a common background and understanding of the project and the current conditions in the Town. Task 1 includes the following five subtasks:

### **1.A Background Review**

After execution of the contract (estimated to be June 26, 2015) and delivery of the following documents to the project Basecamp site by Town staff, the consulting team will review the background documents. At a minimum the documents are anticipated to include:

- The Town Code of Ordinances
- The 2010 Land Use Plan
- Albemarle Hazard Mitigation Plan 2014
- Parks and Recreation Plan 2012
- Albemarle Regional Bicycle Plan 2013
- Nags Head Pedestrian Plan 2014
- Dare County Comprehensive Transportation Plan
- Stormwater Management Plan 2006
- Decentralized Wastewater Management Plan 2005
- Beach Nourishment Maintenance and Monitoring Plan (Updated Annually) 2011
- The Beach Road and Its Future Development: Conceptual Design Plan 2008
- Beach Cottage Row Historic District Plan
- OBX Hydrology Committee Report 2006
- Pathways to Prosperity: Economic Impact of Investments in Bicycle Facilities Technical Report for the Northern Outer Banks 2004
- Emergency Operations Plan 2014
- Report of the Fire Planning Committee 2000
- Nags Head Woods Wildland Fire Plan
- Various Water System Studies
- Nags Head Board of Commissioners Strategic Plan
- Nags Head Board of Commissioners current budget/Capital Improvement Plan

### **1.B Staff/Boards Survey**

Concurrent with Task 1.A, the consulting team will prepare and deliver a survey of project-related questions and prompts for distribution to Town staff (not just in Planning and Development) as well as to various boards and commissions, including the Board of Commissioners. The survey will serve as the framework for discussion with Town staff and boards about the project issues, suggestions, and topics to address in the project. Survey recipients may also provide written responses to the consulting team prior to or during the initial trip. The survey will be provided to the Town two weeks prior to the initial trip in Task 1.C.

### **1.C Initial Trip**

Following completion of the background review, two or three members of the consulting team will travel to Nags Head for two days of meetings. The following activities are anticipated during the trip:

- A kick-off meeting with key project staff to finalize the project theme (Focus Nags Head) and the associated project logo;
- A discussion of the public engagement strategy;

- A review of example documents and desired format/deliverable contents assembled by Town staff;
- A discussion about the web page structure and portions of the site available for modification and update by key project staff;
- A discussion of the draft comprehensive plan outline (provided under separate cover);
- Discussion about the advisory committee and technical review committee composition;
- Identification of project stakeholders to be interviewed in Task 2;
- A meeting with staff from other Town departments to discuss the survey provided in Task 1.B;
- Staff-led reconnaissance of Nags Head based on an annotated route map provided by Town staff;
- Discussion on the availability of existing photographs of Nags Head in the Town's archives;
- A kick-off meeting with the public (and the Planning Board or Town Board of Commissioners (as appropriate)) to introduce the project, and provide a general project overview, with the assistance of Town staff.

### **1.D Communication Protocol**

Prior to departure, the consulting team and Town staff will determine the date and time of on-going bi-weekly status update meetings as well as the mode of communication (whether via telephone or webcam). The team will also answer any remaining questions about the internal Basecamp project management tool.

### **1.E Webpage**

Two weeks after completion of the project initiation trip, the team will prepare and launch a standalone project web page that includes a domain name and theme based on that selected with the staff in Task 1.C. The web page will provide information on:

- The project theme;
- Project objectives;
- Deliverables;
- A description of the public engagement strategy and anticipated timing of participation opportunities (organized as a document suitable for separate distribution);
- The project schedule;
- The consulting team;
- A calendar of dates for participation opportunities;
- Town staff contact information; and
- A means to ask a question or leave a comment on the project for Town staff.

The project web page will serve as a single source of information for interested individuals and will include methods for visitors to provide comments and ask questions about the project. Town staff will have access to portions of the webpage (such as the ability to upload files, the calendar, and the public comment area).

### **Timing**

June 26, 2015 through July 31, 2015 (1 month)

### **Trips**

One two-day trip to the town by up to three members of the consulting team

### **Staff Responsibilities**

Organize and participate in staff meetings, organize and advertise meeting with Town officials, conduct tour, provide background documents and resources, organize project kick-off meeting and assist with the presentation.

## **TASK 2: EXPLORATION**

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The main purpose for the exploration task is to identify a basic set of primary long-range planning objectives or planning policy-based guiding principles from the documents reviewed and activities undertaken in Task 1, and then to vet them with the community and key stakeholders. Task 2 includes the following six subtasks:

### **2.A Policy Matrix**

The first effort in Task 2 is to develop a draft policy matrix of all relevant long range planning guidance from the Town, county, and regional documents identified in Task 1.A as well as the input received during other Task 1 activities. The policy matrix is intended as a comprehensive list of:

- Town-adopted policies;
- Relevant policies from the other documents listed in Task 1.A; and
- Potential policies identified during the discussions in Task 1.

The draft policy matrix will be formatted as a table and organized by the same headings as are anticipated for the comprehensive plan, as well as headings related to the UDO or Town Code of Ordinances. The origin and numerical designation of policies will also be identified. The primary purpose for the policy matrix is to provide the Town staff and the consulting team with a consolidated list of current and potential new policies to be addressed during the project. In addition to serving as a master list, the matrix will help the Town and the consulting team narrow and consolidate the wide range of policy guidance into a few coherent themes of groups of related policies that will evolve into a set of strategic guiding principles for the project. Following assembly of the draft matrix, it will be forwarded to Town staff for review and comment.

### **2.B Draft Guiding Principles**

Following receipt of staff comments on the policy matrix, the consulting team will then prepare a draft set of guiding principles that will serve as the basis for the comprehensive plan. Principles will be based on existing adopted policy guidance as well as any new policy guidance necessary to address Town issues or goals identified during Tasks 1 and 2. The draft guiding principles will be posted on the project website along with advertisements (by staff) for the public vision forum in Task 2.E. The draft guiding principles will be further revised in Task 2.F following the stakeholder interviews in Task 2.C and public vision forum in Task 2.E.

### **2.C Stakeholder Interviews**

Approximately one week after posting the draft guiding principles, up to three members of the consulting team will travel to Nags Head for two days of meetings, including a series of interviews with key stakeholders identified in Task 1. Stakeholders are free to discuss any aspect of the comprehensive plan, UDO, or Town Code revisions in addition to any aspects identified on the survey prepared in Task 1.B. Each interview will be conducted in small groups of three to five people of similar interest (one-on-one interviews can be conducted as needed), and the consulting team can conduct up to three interview sessions per hour. The small group format allows group allows for greater participation in a more efficient manner. For example, three to five members of the business committee would meet for one interview session. It is anticipated that up to 9 interview sessions can be conducted between the hours of 9:00A and noon. Up to three additional or follow-up interviews can be conducted via telephone after the exploration trip. Summary results of the stakeholder meetings will be provided to Town staff approximately two weeks after the interviews are conducted.

### **2.D 1<sup>st</sup> Advisory Committee Meeting**

Following completion of the stakeholder interviews, the consulting team will conduct the first meeting with the Advisory Committee. The presentation will include discussion of the project scope and schedule, the draft guiding principles, consulting team observations from the background document review, and preliminary results of the stakeholder interviews. In addition, the meeting will describe the role of the Advisory Committee and their responsibility to keep members of the public informed about the project. This meeting could be conducted as a working lunch.

### **2.E Public Vision Forum**

Following the Advisory Committee meeting, Town staff and the consulting team can conduct the public vision forum (this scope of services anticipates that Town staff will have the primary responsibility for organizing and conducting the forum). The purpose for the forum is to:

- Inform the public about the project goals, deliverables, and schedule;
- Unveil the project theme, branding, and webpage;
- Explain how the public can participate in the project using the on-line tools on the webpage and an approximate schedule or sequence of events related to on-line participation;
- Discuss the Town's current vision (as identified in the 2010 Land Use Plan), and conduct an exercise to determine if and how the vision should be amended;
- Overview and collect feedback on the draft guiding principles prepared in Task 2.B; and
- Collect input on aspects to be addressed by the project through a series of two or three facilitated exercises.

The forum should take place in the evening and should be limited to a maximum of two hours. One possibility for consideration is to utilize Town AV equipment and film portions of the event for live feed and rebroadcast on the internet.

The Town staff may choose to conduct an additional meeting with the Advisory Committee or other groups prior to the principles being finalized. The consulting team can participate in one additional meetings remotely, at the Town staff's discretion.

## **2.F Finalize Guiding Principles**

Approximately two weeks after the conclusion of the exploration trip (or at the conclusion of additional staff-conducted meetings, as appropriate), the consulting team will synthesize the input collected and revise the draft guiding principles to create the set of guiding principles that will guide the project as it moves forward. The guiding principles document will be prepared as a standalone visually-compelling document limited to no more than two double-sided pages. The guiding principles document will then be posted to the project webpage.

### **Timing**

August 1, 2015 through October 31, 2015 (3 months)

### **Trips**

One two-day trip to the Town by up to three members of the consulting team

### **Staff Responsibilities**

Review and comment on policy matrix, organize stakeholder interviews, organize and conduct public vision forum, organize Advisory Committee meeting, conduct additional Advisory Committee meeting (if needed)

## **TASK 3A: DRAFT COMPREHENSIVE PLAN**

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The main purpose for the draft comprehensive plan task is to prepare a draft version of the comprehensive plan. Task 3A includes the following three subtasks:

### **3A.1 Comprehensive Plan Staff Draft**

Following public input and the preparation of the draft guiding principles document, the consulting team will prepare a draft version of the comprehensive plan. Work on this task may commence prior to Task 2.F, the finalization of the guiding principles. As part of the comprehensive plan drafting process, the consulting team will work closely with Town staff to identify and incorporate components of the existing 2010 CAMA Land Use Plan and new CAMA land use planning guidelines that should be included in the comprehensive plan with the goal of ensuring that the new comprehensive plan is CAMA compliant and will eventually replace the 2010 CAMA Land Use Plan. In addition to the 2010 CAMA Land Use Plan, the new comprehensive plan will blend key elements of already-adopted policy guidance from other existing plans and be supplemented with new information and policies identified in Tasks 1 and 2. The new comprehensive plan will not incorporate existing plans in their entirety, but instead will extract only the relevant pieces, supplement them with new information, where appropriate, and incorporate them into a new format.

The comprehensive plan is anticipated to be a more forward-looking, action-oriented, strategic document based on the guiding principles. It is anticipated to include the eight basic chapters as identified in the RFP as well as an implementation chapter that establishes action priorities, a range of estimated costs for plan actions (as appropriate), and a closer integration with the Town's CIP. Prior to the commencement of drafting, the Town staff will clarify if the document will be prepared in InDesign or Microsoft Word. Regardless of the format used, the plan will incorporate visuals and graphics, as well as elements identified and agreed to with Town staff during Tasks 1 and 2. This scope of work anticipates a plan structure that is concise and that reads more like a workbook than a voluminous plan filled with numerous pages of text-based prose and description. Any supporting documentation or analysis needed to support the recommendations (including but not limited to existing conditions studies, meeting minutes, participant feedback summaries, or in-depth analysis) will be incorporated into the plan elements and/or in an appendix of the plan, as appropriate.

### **3A.2 Draft Revision**

A staff draft version of the comprehensive plan will be prepared and forwarded to Town staff for review and comment. It is anticipated that staff comments can be provided within three weeks, after which, the consulting team will conduct a web-based meeting to discuss staff comments and identify areas in need of revision. Following revision, a draft version of the comprehensive plan will be posted on the project webpage and forwarded to Town staff for distribution to the Advisory Committee.

### **3A.3 Draft Comprehensive Plan Meetings**

Approximately two weeks after distribution of the draft comprehensive plan to the Advisory Committee the consulting team will travel to Nags Head for two days to conduct a meeting with the Advisory Committee, a second public forum, and a meeting with the Board of Commissioners. During the meetings with the Advisory Committee and the public forum, the consulting team will describe the plan's structure, contents, and policy goals. Special emphasis will be placed on new policies identified in Tasks 1 & 2. During the meeting with the Town Board of Commissioners, the consulting team will highlight the recommendations from the Advisory Committee and the public input received during the second public forum. Town staff may wish to conduct additional follow-up meetings, as appropriate.

### **Timing**

October 1, 2015 through March 31, 2016 (6 months)

Task 3B will occur simultaneously with Task 3A

**Trips** One two-day trip to the Town by up to three members of the consulting team

### **Staff Responsibilities**

Review and comment on draft comprehensive plan, participate in comment discussion, organize advisory committee meeting, organize and conduct second public forum, organize meeting with Town Board of Commissioners, provide meeting results from any meetings occurring after Task 3.A.3 to the consulting team (if necessary)

### TASK 3B: CODE DIAGNOSIS

The main purpose for the code diagnosis task is to conduct a technical analysis of the Town Code of Ordinances (with an emphasis on those chapters likely to be consolidated into the new UDO). Task 3B includes the following four subtasks:

#### 3B.1 Staff Draft

The staff draft of the diagnosis is intended for staff review only and is expected to include six main sections:

1. A written technical analysis and evaluation of the 25 chapters of the Town Code, including the 13 chapters identified for consolidation into the new UDO (the table below lists the chapters (and portions of chapters) anticipated for inclusion in the new UDO);
2. A technical evaluation of the 12 Town Code chapters not intended for inclusion in the UDO, with an emphasis placed on identifying inconsistencies, awkward text, or deviations from national best practices. This portion of the diagnosis will include detailed recommendations for change to the current provisions, and further options for the Town to consider with respect to addressing these recommendations;
3. A consistency analysis between the policies comprising the draft Guiding Principles and the existing development regulations;
4. A series of recommendations for change to the development regulations in light of the policy guidance, input collected to date, and the team’s analysis for consistency with best practices; and
5. An appendix that includes supporting information and examples from other areas (as appropriate).

NAGS HEAD TOWN CODE OF ORDINANCES		
Chapter #	Chapter Name	Inclusion in UDO [*]
Chapter 1	General Provisions	No (except relevant portions of Sections 1.2, 1.6, and 1.7)
Chapter 2	Administration	No (except Art 1. Sec. 2-1 through 2-3, and Art. 5 Div. 2, Planning Board)
Chapter 4	Amusements, Entertainments, Mass Gatherings, and Commercial Outdoor Recreation Uses	YES
Chapter 6	Animals	No
Chapter 8	Beaches and Waterways	No (except Art. 1 Sec 8-4 and 8-7)
Chapter 10	Buildings and Building Regulations	YES
Chapter 12	Business & Licensing	YES (except for Art. 1, In General, and details on business licensing)
Chapter 14	Emergency Management	No
Chapter 16	Environment	YES (except for provisions related to motor vehicles on public streets)
Chapter 18	Excavations	YES
Chapter 20	Fire Prevention & Protection	No
Chapter 22	Floods	YES
Chapter 24	Mobile Homes, Mobile Home Parks, and Trailers	YES
Chapter 26	Offenses and Miscellaneous Provisions	No
Chapter 28	Soil Erosion and Sedimentation Control	YES
Chapter 30	Solid Waste Management	No (except relevant portions of Art. 1)
Chapter 32	Storm Reconstruction	YES
Chapter 34	Stormwater, Fill, and Runoff Management	YES
Chapter 36	Streets, Sidewalks, and Other Public Places	YES
Chapter 38	Subdivisions	YES
Chapter 40	Telecommunications	No
Chapter 42	Traffic and Motor Vehicles	No
Chapter 44	Utilities	No (except relevant portions of Art. 2 Div. 1-6, and Art. 3 to be carried forward without substantive revision)

NAGS HEAD TOWN CODE OF ORDINANCES

Chapter #	Chapter Name	Inclusion in UDO [*]
Chapter 46	Vehicles for Hire	No
Chapter 48	Zoning	YES

[\*] Subject to review and approval by Town Attorneys

**3B.2 Revision**

Within three weeks of delivery, it is anticipated the staff will provide written consensus comments on the draft code diagnosis. Following receipt of comments, the consulting team will conduct a web-based meeting to discuss staff comments and identify areas in need of revision. Following revision, a draft version of the code diagnosis will be forwarded to Town staff for distribution to the Technical Committee and posting on the project website.

**3B.3 Technical Committee Meeting**

Approximately three weeks after posting, the team will travel to Nags Head to conduct a meeting with the Technical Committee to review each of the five sections of the code diagnosis in detail. Emphasis will be placed on a review of the recommendations related to the 13 Town Code chapters not indicated for consolidation into the UDO and on the recommendations for change needed to address the Guiding Principles. The timing of the trip will coincide with the travel described in Task 3A.3, and the Advisory Committee can participate in the meeting with the Technical Committee, at the Town staff’s discretion.

**3B.4 Recommendations Memorandum**

Following the meeting, the consulting team will prepare a recommendations memorandum detailing the input provided by the Technical Committee (and Advisory Committee, if appropriate) for later use by the Town in updating the portions of the Town Code not indicated for consolidation into the new UDO.

**Timing**

October 1, 2015 through March 31, 2016 (6 months) Task 3A will occur simultaneously with Task 3B

**Trips**

See Task 3A for trip details

**Staff Responsibilities**

Review and comment on draft diagnosis, organize Technical Committee meeting, receive recommendations memorandum

## **TASK 4A: COMPREHENSIVE PLAN ADOPTION**

The main purpose for the plan adoption task is to complete the tasks necessary to adopt the comprehensive plan.\* Task 4A includes the following three subtasks:

### **4A.1 Draft Revision**

Following receipt of staff input from any public meetings conducted on the draft comprehensive plan conducted after the consulting team presentations in Task 3A.3, the consulting team will revise the draft comprehensive plan and prepare an revised version of the document. The revised plan will be supplemented with graphics, tables, and a user-friendly page layout. It will include the guiding principles and associated policies and actions as well as the implementation chapter described in Task 3A. Following assembly of all input into the revised version of the document, the consulting team will forward a digital version of the plan to the Town staff for use in any additional meetings with the Advisory Committee or public prior to initiating the adoption process.

At least three weeks prior to the anticipated date of the public hearing where the consulting team will make a presentation on the plan, the Town staff will forward any additional changes and comments on the plan to the consulting team. The consulting team will assemble the staff comments and prepare a public hearing draft version of the Comprehensive Plan. Following preparation, the plan will be posted on the project website, and a paper copy suitable for reproduction will be forwarded to Town staff.

### **4A.2 Public Hearing**

This scope of services anticipates attendance by up to two consulting team members at one public hearing to present the plan and answer questions. Town staff may make additional presentations, and consulting team attendance at these presentations is available at the rates described in Exhibit C.

### **4A.3 Final Revision**

Following adoption of the plan, the consulting team will make any necessary revisions and forward all final digital versions (including a searchable pdf version of the document) and associated graphics (as .jpeg files) to Town staff, and post the final adopted plan on the project website.

### **Timing**

April 1, 2016 through June 30, 2016 (3 months)  
Task 4B will occur simultaneously with Task 4A

### **Trips**

One one-day trip to the Town by up to two members of the consulting team

### **Staff Responsibilities**

Provide comments on draft plan; hold any additional meetings if needed prior to public hearing, forward additional comments to the consulting team, organize and advertise public hearing

### **\* NOTE**

Town staff will take the responsibility of coordinating CAMA plan review and making any necessary comprehensive plan revisions.

## **TASK 4B: ANNOTATED OUTLINE**

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The main purpose for the annotated outline task is to provide the Town with the form, contents, and structure of the new UDO prior to drafting. Task 4B includes the following three subtasks:

### **4B.1 Staff Draft**

The annotated outline is intended to be a graphical representation of the new ordinance structure, layout, and content organization. In addition, it will include a section-by-section discussion of the anticipated regulations, including key changes and their rationale. To aid in visualization, the annotated outline will include several simple sections and illustrations drafted as they are anticipated to appear in the new development regulations (these sections are provided for the benefit of demonstrating the new layout and format, and will likely consist of current text proposed for carry forward without substantive modification - good candidates are current sections that have recently been revised and undergone scrutiny by the state or other level of government).

### **4B.2 Revision**

The preparation, review, and presentation of the annotated outline is anticipated to be identical to the process followed for the diagnosis- initial draft, review and comment, revision, delivery, and presentation to the Technical Committee. It is anticipated staff will provide consensus written comments within three weeks of delivery of the staff draft. The revised version of the annotated outline will be posted on the project website.

### **4B.3 Presentation to Technical Committee**

Approximately three weeks after posting the annotated outline to the project website, the consulting team will travel to Nags Head for one day of meetings with the Technical Committee on the annotated outline. The consulting team can also present the annotated outline to the Town Board of Commissioners and/or the Advisory Committee for their input and approval during the same trip.

### **Timing**

April 1, 2016 through June 30, 2016 (3 months)  
Task 4A will occur simultaneously with Task 4B

### **Trips**

One one-day trip to the Town by up to two members of the consulting team

### **Staff Responsibilities**

Review and comment on draft diagnosis, organize Technical Committee meeting, organize Town Board of Commissions/Advisory Committee meeting (as appropriate)

## TASK: CODE DRAFTING

The main purpose for the Task 5 is to prepare the draft UDO in three groups of related chapters or modules. The chapters included within a particular module are summarized in the table below. The sequence of module drafting is at the Town staff's discretion.

NAGS HEAD NEW UDO PROPOSED MODULE STRUCTURE			
Module #	Module Name	Draft Chapters Included	Contents
1	Administration	Chapter 1, General Provisions	Applicability, transitional provisions, purpose, etc.
		Chapter 7, Administration	Review authorities, procedures, enforcement, nonconformities, incentives
		Chapter 9, Measurement and Definitions (pt.)	Rules of interpretation, rules of measurement, abbreviations, definitions
2	Districts and Uses	Chapter 2, Zoning Districts	Zoning map, Zoning districts
		Chapter 3, Use Standards	Summary use table, use standards, accessory & temporary uses
		Chapter 8, Building and Housing Standards	Building codes, storm reconstruction, housing codes
		Chapter 9, Measurement and Definitions (pt.)	Rules of interpretation, rules of measurement, abbreviations, definitions
3	Standards	Chapter 4, Development Standards	Parking, landscaping, lighting, fencing, screening, design standards, etc.
		Chapter 5, Subdivision and Site Plan Standards	Blocks, lots, streets, performance guarantees
		Chapter 6, Environmental Protection Standards	Flood damage, erosion and sedimentation control, stormwater, etc.
		Chapter 9, Measurement and Definitions (pt.)	Rules of interpretation, rules of measurement, abbreviations, definitions

Task 5 includes the following five subtasks:

### 5.A Staff Draft

Following presentation of the annotated outline in Task 4B.3, the consulting team will begin drafting the new UDO. The new regulations will be consistent with the structure, contents, and layout described in the annotated outline, and will be developed in Microsoft Word (illustrations will be provided as .jpegs). The new regulations will be written in plain English and supplemented with summary tables, illustrations, flow charts, and page layout techniques that make the document easy to navigate. It will include footnotes and other annotations about new standards, items for additional consideration, and chapter-based summary lists of the key changes between the current regulations and the draft provisions.

Because the new regulations will likely include a substantial amount of new information, it will be difficult to digest in a single review or meeting. Therefore, we recommend dividing the drafting process into three modules or groups of related chapters, each module to be reviewed separately. The UDO Proposed Module Structure table above sets out the proposed groupings of chapters in the new UDO.

As with the annotated outline, the team will prepare a staff draft version of Module 1 for internal review. This work program anticipates a three-month review time for Town staff to provide consolidated written consensus comments on each module. The consulting team will use the staff review time to draft the subsequent module text so the project moves efficiently.

This work program assumes that legal review will take place through the efforts of the Town's legal experts.

To the maximum extent possible, the new UDO will be structured to translate all existing zoning districts into the set of zoning districts included in the new UDO without the need for a comprehensive Town-wide rezoning. New zoning districts will be set out in the draft text, and made available for landowners to request following adoption of the new UDO. This scope of services does not anticipate consulting team participation in the preparation of a new zoning map or in any Town-initiated rezonings associated with the new UDO. The consulting team is willing to assist the Town in this effort following additional discussion and amendment of this scope of services.

### **5.B Graphics**

This scope of services anticipates \$5,000 dollars to be applied toward the completion of graphics. Concurrent with the delivery of the staff draft version of Module 3, the consulting team will provide a list that will identify a wide range of potential graphics that could be included and then work with Town staff to prioritize this list based on the available budget of \$5,000. Graphics will be prepared and inserted as part of the consolidated document prepared in Task 5.F.

### **5.C Revision**

Following receipt of staff comments on each module, the team will conduct a web-based meeting with staff to discuss the comments and then make the agreed upon revisions. The public review version of each module will then be forwarded to the Technical Committee and placed on the project website.

### **5.D On-Line Presentation to the Technical Committee**

Two weeks after delivery of the public review version of a module, the consulting team will conduct an on-line web-based meeting with the Technical Committee to review the material for each of the two modules, answer questions, and collect input. Town staff may wish to conduct additional meetings as appropriate.

### **5.E. Presentation to the Board of Commissioners**

One week after the presentation of a module to the Technical Committee, the consulting team will travel to the Town for one-half day to present the module and Technical Committee comments to the Board of Commissioners. The consulting team will overview the draft module material, answer questions, and collect input. Town staff may wish to conduct additional meetings as appropriate.

### **5.F Consolidation**

Following presentation of Module 3 to the Board of Commissions, or completion of the code testing by the development community, the consulting team will prepare a consolidated version of the UDO for review during the adoption process in Task 6. The consolidated version will include all the UDO chapters, the graphics, the dynamic cross reference links, and an index. A fully functional pdf version of the consolidated draft version of the UDO will be placed on the project website.

At the Town's option, the consulting team will assist with the identification of development community members to consider draft UDO provisions and compare them to recently approved or pending projects established under the current regulations. Town staff can provide additional comments to the consulting team on the results of this analysis and the consulting team will incorporate revisions to the UDO as part of the consolidated version of UDO in Task 5.F. This scope of services anticipates receipt of all staff comments resulting from the testing process at least three weeks prior to the delivery of the consolidated version of the UDO.

**Timing**

June 1, 2016 through April 30, 2017 (11 months)

**Trips** Three half-day trips to the Town by up to two members of the consulting team

**Staff Responsibilities**

Review and comment on each draft module, organize Technical Committee meetings, schedule and advertise meetings with the Board of Commissioners, conduct additional meetings as appropriate, work with the development community to test the ordinance provisions (as appropriate) and provide comments to the consulting team

## **TASK 6: UDO ADOPTION**

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The main purpose for the Task 6 is to conduct the public hearings associated with adoption of the new UDO. Task 6 includes the following two subtasks:

### **6.A Public Hearing I**

Following posting of the consolidated adoption version of the UDO on the project website, the adoption process may commence with provision of public notice by Town staff. This work program anticipates participation by the consulting team in a public hearing with the Planning Board or Town Board of Commissioners, as appropriate. Following the hearing, the consulting team will prepare a list of input received and an overview of the necessary edits to the adoption draft of the UDO to address comments received. The Town staff may wish to conduct additional work sessions, meetings, or public hearings. In the case that additional meetings are conducted, Town staff will need to maintain a list of recommended edits to the consolidated adoption draft. This scope of services does not anticipate further edits to the UDO text until after adoption. Modification to the draft text midstream could confuse the public or potentially expose to Town to notice flaws. As a result, this scope of services anticipates a running list of recommended edits to the UDO text to be completed based on comments received during all meetings, hearings, or work sessions.

### **6.B Public Hearing II**

Following notification by Town staff the consulting team will then participate in a second public hearing with the Planning Board or Town Board of Commissioners, as appropriate. Following the hearing, the consulting team will prepare a list of input received and an overview of the necessary edits to the adoption draft of the UDO to address comments received.

Consulting team attendance at additional hearings or meetings beyond the ones identified in Tasks 6.A and 6.B is available in accordance with Appendix C of this Agreement.

### **Timing**

May 1, 2017 through July 31, 2017

### **Trips**

Two one-day trips to the Town by up to two members of the consulting team

### **Staff Responsibilities**

Organize and advertise public hearings, conduct additional meetings (as appropriate), maintain list of comments from meetings not attended by consulting team

## **TASK 7: FOLLOW UP**

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The main purpose for the Task 7 is to compile the final UDO text following adoption and deliver the final files and materials to Town staff. Task 7 includes the following two subtasks:

### **7.A Revision & Transmittal**

Once the document has been adopted by the Town Board of Commissioners, the consulting team will make all final revisions and prepare a final version of the adopted UDO (in Microsoft Word and .pdf versions) and deliver one paper copy and digital copies of all files, including .jpeg versions of all illustrations. As with the consolidated version of the UDO, the digital document will include dynamic hyperlinks and searching capability.

### **7.B On-Line Meeting**

Following delivery of the final UDO document and all associated files, the consulting team will conduct a half-day on-line meeting with Town staff to summarize any remaining actions or other follow up necessary and to review how to maintain and update the digital versions of the UDO.

The preparation of application templates, checklists, and submittal requirements for development review procedures set out in the UDO is not included in this scope of services. The consulting team will provide links to digital versions of similar documents for Town staff to review. The consulting team is available to assist Town staff in the preparation of these materials in accordance with Appendix C of this Agreement.

### **Timing**

Completion one month after adoption of the UDO

### **Trips**

None

### **Staff Responsibilities**

Organize and participate in follow-up meeting

At the Town's option, CodeWright will conduct a pro-bono follow-up evaluation of the UDO with Town staff at six months or a year following adoption. This review is to ensure the regulations are functioning as intended and to make any additional revisions necessary. At the request of Town staff, CodeWright team members will travel to the Town for a half-day of meetings to discuss the operational aspects of the UDO, identify areas where revisions are necessary, and then work with staff to prioritize revisions. It is anticipated that CodeWright staff members will expend 30 to 40 hours of effort drafting revisions to the adopted UDO standards. This effort could also include participation in a work session or meeting to discuss the issues to be addressed or the revisions proposed to address them. There are no costs to the Town for this effort.

## EXHIBIT B: COMPENSATION SCHEDULE

<u>TASK</u>	<u>COMPENSATION</u>
Task 1: Project Initiation	\$3,750
Task 2: Exploration	\$4,000
Task 3A: Draft Comprehensive Plan	\$15,000
Task 3B: Code Diagnosis	\$8,750
Task 4A: Comprehensive Plan Adoption	\$1,750
Task 4B: Annotated Outline	\$4,250
Task 5: Code Drafting	\$54,500
Task 6: UDO Adoption	\$1,750
Task 7: Follow Up	\$1,250
Graphics:	\$5,000
<b>PROJECT TOTAL</b>	<b>\$100,000</b>

## EXHIBIT C: ADDITIONAL SERVICES

The following CodeWright professionals will be compensated at the following rate, for the following professional services:

1. Attendance at additional meetings or hearings not included in this scope of services;
  2. Preparation of additional graphics and illustrations not included in this scope of services;
  3. Preparation of additional text not included in this scope of services;
  4. Preparation of any additional services not included in this scope of services.
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Chad Meadows -- \$115 per hour, plus material expenses (no travel expenses charged)

Jason Epley -- \$115 per hour, plus travel expenses between Charlotte and Nags Head

Vagn Hansen -- \$115 per hour, plus travel expenses between Charlotte and Nags Head

