

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-123**

**A RESOLUTION TO APPROVE AN AGREEMENT FOR PROFESSIONAL
SERVICES FOR PROFESSIONAL PLANNING SERVICES FOR THE
MADISON COUNTY COMPREHENSIVE PLAN**

WHEREAS, the Madison County Fiscal Court (Owner) and Taylor Siefker Williams Design Group LLC (TSWDG) desire to enter into this Agreement for a Comprehensive Plan Update (the Project) for professional planning services for this Project; and

WHEREAS, TSWDG is prepared to provide the services described in Attachment A, "Scope of Services," according to Attachment B "Schedule" in the amount of \$40,800.00; and

WHEREAS, funding for this service has been budgeted in the 2020/2021 Madison County Budget; and

WHEREAS, Owner shall pay TSWDG in accordance with Attachment C, "Compensation," and shall be responsible for all matters described in Attachment D, "Owner's Responsibilities"; and

WHEREAS, this Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES
HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES
THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE
COUNTY.**

Motion made by Tom Botkin, seconded by Roger Barger.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	<u> </u>
Magistrate Larry Combs	<u> </u>	<u> </u>
Magistrate John Tudor	<u>X</u>	<u> </u>
Magistrate Roger Barger	<u>X</u>	<u> </u>
Magistrate Tom Botkin	<u>X</u>	<u> </u>

Signed:

R-30
Reagan Taylor
Madison County Judge Executive

Attested:

KB
Kenny Barger
Madison County Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

Madison County, Kentucky COMPREHENSIVE PLAN UPDATE

THIS AGREEMENT is entered into between **Madison County Fiscal Court (Owner)** and **Taylor Siefker Williams Design Group LLC (TSWDG)**, based upon Owner's request for a Comprehensive Plan Update (the Project) and Owner's requirement for certain professional planning services in connection with the Project (the Services) which TSWDG is prepared to provide.

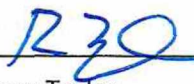
1. TSWDG shall provide the Services described in Attachment A, "Scope of Services", according to Attachment B, "Schedule".
2. Owner shall pay TSWDG in accordance with Attachment C, "Compensation", and shall be responsible for all matters described in Attachment D, "Owner's Responsibilities". Owner represents that TSWDG's use of any documents or other materials provided by Owner to TSWDG will not infringe upon any third parties' rights and Owner will indemnify and protect TSWDG from any infringement claims arising from TSWDG's use of such documents or other materials in the performance of its Services hereunder.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. TSWDG shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, TSWDG's liability under this Agreement shall not exceed TSWDG's total compensation actually received under this Agreement.
5. TSWDG and Owner waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, TSWDG has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to TSWDG, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes.
7. This Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. TSWDG shall terminate performance of Services on a schedule acceptable to Owner, and Owner shall pay TSWDG for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
8. All documents prepared by TSWDG pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to TSWDG. TSWDG shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of TSWDG. However, TSWDG will claim no copyright or proprietary interest for materials supplied to Owner under this contract.
9. In the event the Owner requests TSWDG to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to TSWDG for review at least 15 days prior to the requested date of execution. TSWDG shall not be required to execute any certificates or documents that in any way would, in TSWDG's sole judgment, (a) increase TSWDG's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in TSWDG having to

certify, guarantee or warrant the existence of conditions whose existence TSWDG cannot ascertain.

10. The Services provided for in this Agreement are for the sole use and benefit of Owner, Plan Commission and TSWDG. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and TSWDG.

IN WITNESS WHEREOF, Owner and TSWDG have executed this Agreement, effective as of date contract is fully executed.

Madison County Fiscal Court (Owner)

Signature: 

Name: Reagan Taylor

Title: Madison County Judge Executive

Date: 11/24/2020

Taylor Siefker Williams Design Group LLC (TSWDG)

Signature: _____

Name: Amy Williams, AICP

Title: Principal

Date: _____

ATTACHMENT A- SCOPE OF SERVICES

Madison County, Kentucky

COMPREHENSIVE PLAN UPDATE

PART 1: COMPREHENSIVE PLAN UPDATE

TASK 1: EXISTING CONDITIONS

Task 1.1: Creation of a Comprehensive Plan Steering Committee

The consultant team will provide a suggested list of citizen stakeholders for a Steering Committee. The County will determine the members, including their name, title, occupation, community involvement, and primary interest in the project. With the assistance of the consultant, the County shall appoint members to a Comprehensive Plan Steering Committee. The committee should consist of 8-12 people and be representative of the community and local government.

Task 1.2: Data Collection and Analysis

Task 1.2.a: Collection of Base Data

The County will provide the Consultant with existing mapping files, maps, documents, plans, studies, building permit data, information about current and proposed developments, completed studies, traffic counts, and other materials that are relevant to the comprehensive planning process. The Consultant will review relevant documents and include pertinent information in the planning process.

Task 1.2.b: Demographic and Economic Data and Analysis

The Consultant will collect and analyze demographic, housing and economic data about Madison County. Data for the County will be compared to the counties in the surrounding region, or other comparable counties and Kentucky. Data used will be from the US Census of Population and Housing, US Economic Census, and other reputable data sources. The Consultant will summarize the findings in a presentation to the Steering Committee and in the updated in the comprehensive plan document.

Task 1.2.c: Population Projections

The Consultant will utilize population projections for use in determining the amount of future growth needed in the county. These projections will come from sources such as the US Census Bureau and other reputable data sources.

Task 1.2.d: Mapping

The Consultant will utilize existing data files from the County and State to create a geographic information system base map of the County and will use the base map to update maps of the comprehensive plan such as land use, existing zoning, transportation network, amenities, and infrastructure maps to support development of the plan. The Consultant will format the following maps if the County has current GIS data. If such layers do not currently exist, the Consultant will not create new GIS files or maps. The Consultant will summarize the existing mapping in a presentation to the Steering Committee and in the comprehensive plan.

Existing Transportation Network

- The Consultant will identify the existing state and federal highways and municipal streets within the planning area, including those which are at a minimum classified as arterials or collectors.
- The Consultant will further analyze the existing road system for network contiguity and system hierarchy, and will identify major transportation issues.

Existing Environmental and Parks and Recreation

- Using information available from the Department of Natural Resources and other readily available sources, the Consultant will identify the physical and environmental conditions in the community (such as floodplains, steep slopes, parks, trails, etc.). A new GIS database or shapefile will not be created, only formatted for presentation.

Infrastructure

- The Consultant will utilize existing GIS data or other readily available data to obtain existing service boundaries and/or treatment facilities for potable water and sanitary sewer systems throughout the County. A new GIS database or shapefile will not be created, only formatted for presentation. If this data does not exist, a map will not be produced.
- The Consultant will identify total and available service capacity and any known technical difficulties. The resulting information will be used to identify possible effects on the future development of the community.

Task 1.3: Steering Committee Meeting #1

The Consultant will facilitate one (1) Steering Committee Meeting to discuss the existing conditions analysis, assess progress from the previous plan, and evaluate the previous Vision & Goals. The Consultant will provide the County with a template of an initial letter that will invite individuals to serve on the Steering Committee and outline the responsibilities of Steering Committee members, including attending public meetings. It shall be the responsibility of the County to send the invitation letters via email or mail.

The County shall provide a location for the Steering Committee meeting and advertise the meeting date, time, and location in a manner consistent with KRS. Consultant will summarize the meeting in the Public Participation section of the plan document.

Task 1.4: Steering Committee Meeting #2

The Consultant will facilitate one (1) Steering Committee Meeting to discuss each element of the 2015 Comprehensive Plan for relevance, additions and updates. Additionally, The Consultant will evaluate if any new areas of focus are needed for the update during this meeting.

The County shall provide a location for the Steering Committee meeting and advertise the meeting date, time, and location in a manner consistent with KRS. Consultant will summarize the meeting in the Public Participation section of the plan document.

Task 1.5: Online & Printed Survey

The Consultant will develop an online and printed survey that aims to identify the issues and ideas from community members as it relates to the vision, goals, objectives, and plan elements. The data gathered in this survey will be used to evaluate revisions to the vision, goals and objectives, as well as the plan elements. The survey will be created through an online platform (through Survey Monkey) for the County to publicize. The printed survey will be mailed to 200 individuals in the County that are randomly selected. The results of the survey will not be a statistically valid survey, and the results will be documented in the Public Participation section of the plan document.

TASK 1 DELIVERABLES:

- Existing Conditions Data Collection: including demographic review, existing land use and transportation mapping
- Steering Committee Invitation Letter
- Steering Committee Kick Off Meeting
- Steering Committee Meeting #2
- Online & Printed Survey

TASK 2: STRATEGIC PLANNING

Task 2.1: Revised Vision, Goals and Objectives

Based on the information collected in earlier tasks, consultant will revise the vision statement, goals and objectives for each of the plan topic areas identified. The consultant will also develop a presentation of the vision, goals, and objectives to be presented to and refined by the Steering Committee.

Task 2.2: Revised Plan Elements

Our team will also begin to revise the draft plan elements that will outline scenarios for the following plan sections:

Land Use & Development - Through analyzing the current land uses, current and future trends, and projected population, this revised element will focus on the policies, locations, and intensity for future development by land use type and mix. The land use element will also discuss tools such as development standards and zoning that can be used to achieve the desired quality of development. Since this is the most frequently used section of a comprehensive plan by many, it will clearly outline the location, quantity and quality of new development in Madison County and will function as an important tool for decision makers over the next ten to twenty years. Future growth identified in this plan will also be coordinated with departments and agencies providing services to Madison County.

Transportation - Making the critical link between land use and transportation, this element will analyze the existing network and future needs to determine future improvements. Roads and streets tend to be the most dominate and frequently used form of transportation but, as Madison County is well aware, facilities and connectivity for bicycles and pedestrians also need to be considered. Current initiatives and projects will be fully incorporated into the planning document to ensure completeness and inclusion of all current and future transportation or thoroughfare plans.

Community Facilities & Services - This element will focus on the existing and future infrastructure needs of Madison County as well as addresses items such as public water, sewage disposal, solid waste, support of local community programs, recreation, and public safety. The plan will include an inventory of current capital improvement plans and forecasts. Any current or known Asset Management Plans and Strategic Plans related to community facilities and public/private utilities will be incorporated into the plan documentation.

Housing - This element will be updated with current housing information and planning efforts. It will include appropriate and revised housing objectives for the community.

Economy - This plan element will focus on the local and regional economy and will be updated based on changes in the local, regional and national marketplace, including considerations for the COVID-19 pandemic. Topics in this section will focus on economic development strategies, tools, and community development projects that attract investment and economic growth. Other objectives in this section may include a focus on entrepreneurship and small businesses, agriculture, and growth centers in the County.

Historic Preservation - To continue to preserve historic assets in Madison County, this plan element will be revised to include a review and update of development review considerations related to historic, architectural, setting, use, cost, and tourism development. Other historic assets will be included in this plan element that are not currently within the document.

Natural Environment - The plan element related to the natural environment will be updated with current information regarding watershed management, floodplain management and the preservation/conservation of green space. Recommendations that discuss conserving and preserving green space will be evaluated and revised based on community input and existing conditions.

Task 2.3: Steering Committee Meeting #3

Consultant will facilitate one (1) Steering Committee meeting to present and discuss the revised plan elements. Based on input from this meeting, revisions will be made to the future land use, community facilities and transportation in addition to refinements to the concepts in each section/plan element.

The County shall provide a location for the Steering Committee meeting and advertise the meeting date, time, and location in a manner consistent with KRS. The consultant team will summarize the meeting in the Public Participation section of the plan document.

Task 2.4: Public Workshop

Consultant will facilitate one (1) public open house to present the revised vision, goals, and objectives as well as the draft plan elements. Public buy-in and feedback is important at this stage in order to gain support for the plan. The activities and

exercises for this workshop will be tailored to fit the unique needs and desired outcomes of Madison while allowing for the maximum feedback from the public. The consultant will set up the open house with interactive methods for gaining input and will seek public input on each element to make refinements. All input will be summarized in the Public Participation section of the plan document. The County shall provide a location for the public meetings and advertise the meeting date, time, and location in a manner consistent with KRS. The consultant team will summarize the meeting in the Public Participation section of the plan document. A virtual meeting can be facilitated in place of an in-person workshop, if desired.

TASK 2 DELIVERABLES:

- Revised Vision Statement (and revisions)
- Revised Goals & Objectives (and revisions)
- Revised Plan Elements (and revisions)
- Steering Committee Meeting #3 & Summary
- Public Workshop & Summary

TASK 3: IMPLEMENTATION STRATEGIES

Task 3.1: Plan Action Steps/Implementation Strategies

Based on the information collected in earlier tasks, the Consultant will develop action steps for each of the goals and/or plan elements identified. All recommendations will be presented in increments over the plan horizon with short, mid and long-range action steps.

Task 3.2: Draft Plan Production

The County will provide the Consultant with the original, editable files from the 2015 plan. The Consultant will create a draft of the comprehensive plan document in accordance with the requirements of KRS 100 regarding comprehensive plans. It is anticipated that the overall formatting will not change from the 2015 plan and that the Consultant will have files from the 2015 plan that can be edited rather than starting over. Major changes are not anticipated in terms of the overall sections, formatting and/or background content. The Consultant will provide a PDF file of the draft document prior to the final Steering Committee meeting.

Task 3.3: Steering Committee Meeting #4

Consultant will facilitate one (1) Steering Committee meeting to review the draft comprehensive plan document. All changes or revisions will be incorporated from this meeting prior to the adoption draft being sent to the County.

The County shall provide a location for the public meeting and advertise the meeting date, time, and location in a manner consistent with KRS. Consultant will summarize the meeting in the Public Participation section of the plan document.

Task 3.4 Adoption Draft & Plan Adoption

The Consultant will revise the Draft Plan Document based on feedback from the Steering Committee. This document will be used as the adoption draft that is forwarded to the Planning Commission and Fiscal Court for adoption. The Consultant will provide a PDF file of the adoption draft to the County and the County is responsible for printing and/or emailing the draft document to the appropriate entities/officials. The County can also place the PDF online for review by the public prior to the hearings. The Consultant will complete any revisions, if any, that result from the adoption meetings.

The Consultant will attend one (1) meeting of the Planning Commission and one (1) meeting of the Fiscal Court to seek their recommendation and adoption the comprehensive plan. These adoption meetings will serve as the official public hearing required by KRS.

The County shall provide public notice of the meeting date, time, and location as required by KRS, and the proceedings of any hearing will be recorded in the official meeting minutes of the governing body holding the hearing. The Consultant will summarize the meeting in the Public Participation section of the plan document.

Task 3.5– Final Deliverables

The Consultant will provide the County with three (3) copies and one (1) digital PDFs on USB drive of the adopted plan document. All electronic files will also be provided on a USB drive, including the plan document, graphic files (InDesign, Illustrator, Photoshop), ArcGIS files (.mxd files), shape files or layers (.shp or .lyr files), etc.

PHASE 3 DELIVERABLES:

- Draft Implementation Strategies & Action Steps (and revisions)
- Draft Plan Document (and revisions)
- Steering Committee Meeting #4 & Summary
- Adoption Draft of Plan Document
- Public Hearing #1 & #2 – Adoption Hearings Before Planning Commission & Fiscal Court
- Final Comprehensive Plan Document - three (3) hard copies and digital files.

ADDITIONAL / OPTIONAL COMPREHENSIVE PLAN TASKS

The following optional tasks may be added to the base scope indicated in Tasks 1 – 3. Any tasks that would be added to the general Scope of Services would amend the compensation outlined in Attachment C of this Professional Service Agreement.

Task A – Additional Online Survey

To facilitate and encourage wide-spread input from residents, business owners and visitors, TSWDG will develop an additional online survey that will allow the community to provide feedback on the comprehensive plan's draft vision statement, goals, objectives, and/or plan elements. The survey will be hosted online and formatted as a hard copy for distribution by the County. This survey can also be distributed by the County at local events and community facilities. The information gathered from this survey will help the project team refine the vision, goals and objectives for the plan.

Task B – Key Person Interviews & Focus Groups

Key person interviews and focus groups are important in order to get more detailed technical information or ideas from individuals, departments and organizations. The project team will hold up to six (6) interviews / focus groups that are designed to strategically focus on specific issues or hear ideas from key individuals in one day. Additional key person interviews or focus groups may be identified by the county or project Steering Committee.

Task C – Additional Public Meetings/Workshops

Additional public meetings to allow additional community input during the visioning or strategic planning stages of the comprehensive plan may be desired. Public meetings or workshops can differ in location than what is currently proposed. For example, TSWDG could set up an information station or booth at a local community festival or event to reach out to and solicit feedback related to the project from local stakeholders.

Task D – Additional Steering Committee Meetings

Additional steering committee meetings may also be desired during the visioning or strategic planning stages of the comprehensive to allow for the group to focus on particular topics or challenges that need to be addressed in the plan.

Task E – Interactive Mobile Display

In this task, the project team will create a mobile media display with the purpose of educating people about the plan and process as well as gaining input. It will consist of boards, displays, graphics and surveys information as well as interactive exhibits such as large boards where people are able to write their vision of the community. This exhibit could be displayed in various high-traffic locations over one to two months. The materials for this display will be provided by the Consultant and the County will identify/coordinate locations for the display and move the display between locations.

Task F – Youth Engagement

The project team will develop a homework or school assignment for high school students and/or elementary school students that allow them to participate in the planning process as well as encourage engagement of parents in the comprehensive plan. Typically, this feedback is collected prior to the first public outreach event, and utilized as part of a public forum.

Task G – Meeting in a Box

The project team will provide a "Meeting in a Box" toolkit that allows the steering committee, staff and/or local officials to facilitate additional public input through additional meetings. This box information includes a presentation, facilitator guide and participant exercises. The presentation and exercises will be tailored for special interest groups identified by the community and also help the community educate stakeholders about the purpose and planning process.

Task H – Media & Promotion Materials

The project team will prepare a two-sided color flyer/media card that will explain the project, the planning process, why the plan is being completed, and information about how to get involved. In addition, a Frequently Asked Questions (FAQ) sheet will be prepared to address many of the standard questions expected to be received during the process. Together, these items can be used and distributed at the public meetings, public engagement events, and elsewhere to promote the plan and encourage input.

Task I - Plan Commissioner & Elected Officials Training

While appointed and elected officials will be involved throughout this process, it is important to have a detailed training session for these individuals to make sure they fully understand the content, organization, and implementation plan of the final Comprehensive Plan. This session would review the plan in detail and document any comments from these bodies. This session can also be counted toward training required by HB 55.

ATTACHMENT B- SCHEDULE
Madison County, Kentucky
COMPREHENSIVE PLAN UPDATE

TSWDG anticipates that Part 1 Comprehensive Plan Tasks 1-3 will take 8-10 months to complete upon receipt of a written notice to proceed.

Completion of the public hearings and adoptions will be dependent upon schedule of local meetings. It is anticipated that work will not extend beyond December of 2021. A detailed schedule shall be submitted to the Owner one week after the notice to proceed is received.

ATTACHMENT C- COMPENSATION
Madison County, Kentucky
COMPREHENSIVE PLAN UPDATE

In return for the performance of the Services rendered under Attachment A, Scope of Services, the Owner shall pay TSWDG a not to exceed, fixed lump sum amount as indicated below and payable to the terms of this Agreement.

BASE SCOPE OF SERVICES:

Comprehensive Plan (Tasks 1-3):	\$ 40,800.00
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OPTIONAL TASKS:

The following optional tasks, as outlined in Attachment A, Scope of Services, may be added to the base scope of services. If authorized, the Owner shall pay TSWDG a not to exceed, fixed lump sum amount as indicated below and payable to the terms of this Agreement. All optional tasks must be authorized in writing by Owner.

Task A: Additional Online Survey	\$ 930.00
Task B: Key Person Interviews & Focus Groups	\$ 2,070.00
Task C: Additional Public Meetings/Workshops	\$ 2,700.00/meeting
Task D: Additional Steering Committee Meetings	\$ 2,300.00/meeting
Task E: Interactive Mobile Display	\$ 2,060.00
Task F: Youth Engagement	\$ 1,070.00
Task G: Meeting in a Box	\$ 1,230.00
Task H: Media & Promotion Materials	\$ 1,630.00
Task I: Plan Commissioner & Elected Official Training	\$ 2,570.00

The total compensation includes all labor and expenses.

Compensation for Additional Services not identified in Attachment A, if any, shall be negotiated as an amendment to this contract. The compensation assumes that planning services for this Project shall not extend beyond 2021.

Fees for the Services rendered shall be billed monthly based on percent complete. Invoices for Services rendered shall be payable within thirty (30) days following receipt of invoice. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ATTACHMENT D- OWNER'S RESPONSIBILITIES
Madison County, Kentucky
COMPREHENSIVE PLAN UPDATE

Owner shall perform and provide the following in a timely manner so as not to delay the Services of TSWDG, and TSWDG may rely on the accuracy and completeness of the following:

1. Authorize TSWDG in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at TSWDG's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to TSWDG's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of TSWDG's Services.
5. Make Owner's facilities available to TSWDG as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
6. Give prompt written notice to TSWDG whenever Owner becomes aware of any development that does or may affect the scope or timing of TSWDG's Services, or any defect in the Services of TSWDG or its subconsultants, or the work of construction Contractors.
7. Advise TSWDG of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

