

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-17**

**A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT BETWEEN MADISON COUNTY FISCAL COURT AND
TAYLOR SIEFKER WILLIAMS DESIGN GROUP, LLC**

WHEREAS, Madison County Fiscal Court (Owner) and Taylor Siefker Williams Design Group, LLC (TSWDG) desire to enter into a Professional Services Agreement; and

WHEREAS, TSWDG is prepared to provide professional services to the Owner for an Ordinance Update (the Project) consisting of the land use regulations and the subdivision regulations; and

WHEREAS, this Agreement consists of identifying specific sections of the existing zoning and subdivision control ordinance that need to be resolved based on the vision and direction of the Comprehensive Plan as well as issues identified from an ordinance review; and

WHEREAS, County staff will provide final comments on the ordinance revisions and the consultant will provide the final draft for adoption hearings; and

WHEREAS, staff will provide the ordinance to the Planning Commission and the Fiscal Court prior to the adoption process for review;

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

Motion made by Botkin, seconded by Barger.

Vote:	Yes	No
Judge Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate Ben Robinson III	<u>✓</u>	<u> </u>
Magistrate John Tudor	<u>✓</u>	<u> </u>
Magistrate Roger Barger	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

Reagan Taylor
Madison County Judge Executive

Attested:

Kenny Barger
Madison County Clerk

2-8-2022
Date

2-8-22
Date

AGREEMENT FOR PROFESSIONAL SERVICES

Madison County, Kentucky

ORDINANCE 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 Ordinance 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: Judge
Date: 2-8-2022

Taylor Siefker Williams Design Group LLC (TSWDG)

Signature: 
Name: Amy Williams, AICP
Title: Principal
Date: 2/21/2022

ATTACHMENT A- SCOPE OF SERVICES

Madison County, Kentucky

ORDINANCE UPDATE

PART 1: ORDINANCE UPDATE

TASK 1: EXISTING ORDINANCE REVIEW

1.1 – Creation of Technical Committee

The County will provide the Consultant Team with a list of candidates willing and capable of serving on a Technical Committee. Unlike a Comprehensive Plan Steering Committee, members of a Technical Committee should be relatively well versed in the day-to-day interpretation, administration, and/or enforcement of local and/or state development regulations and land use controls. With the assistance of the planning team, the County shall appoint members to the Zoning & Subdivision Control Technical Committee. Membership of the committee should be approximately eight (8) people.

1.2 – Identification of Deficient Ordinance Sections

This task will focus on identifying specific sections of the existing zoning & subdivision control ordinance that need to be resolved based on the vision and direction of the comprehensive plan as well as issues identified from an ordinance review. The consultant will provide a Summary of Deficiencies in Existing Ordinances report. The County will provide ordinance issues to the consultant as well.

1.3 – Technical Committee Meeting #1

Consultant Team will prepare for and facilitate one (1) Technical Committee meeting for the purposes of presenting and discussing the contents of the annotated outline. Consultant Team will solicit feedback from the Technical Committee to determine the appropriateness of each proposed section of the ordinance as well as the level of treatment that will further determine the appropriateness of the anticipated standards and regulations for Madison County. The Owner shall provide a location for the Technical Committee meeting.

TASK 2: DRAFT ORDINANCE – DEVELOPMENT

2.1 – Draft Ordinance Sections

The County will provide the existing zoning ordinance and subdivision control ordinance in a Microsoft Word format that can be edited. Consultant Team will update the zoning ordinance and subdivision control ordinance in Microsoft Word format based on feedback and direction from Technical Committee Meeting #1, supplemented by industry-wide best practices and/or model ordinances.

Because the standards of many sections have recently been amended and/or are still relevant, this task does not include a complete rewrite of every section of the zoning and subdivision ordinances. All sections of the current Zoning Ordinance & Subdivision Control Ordinance will be reviewed and general/minor edits/clarification will be provided in order to create cohesive, consistent regulations that are easier to understand. This includes reorganization of sections and/or standards into a more logical order or section, formatting and graphics in order to make the standards easier to find and understand, and consolidate of conflicting or repeated regulations. It is anticipated that the following sections will require a complete rewrite or more than the minor level of edits indicated above:

1. Zoning districts (consolidation existing districts only with minor edits to uses and development standards)
2. Use standards (such as accessory dwellings, short-term rentals, distillery/breweries, agritech, cemeteries, home businesses, RVs, and manufactured home parks)
3. Sign standards

Each section will be reviewed with the Technical Committee during 4 meetings in Task 5.2. Any additional changes or modifications to each section will be discussed during Task 5.2 and made following these meetings. An independent legal review by an attorney is not included in this task (see Optional Task G), and all legal review will be completed by the Planning Commission attorney.

2.2 – Technical Committee Meetings #2-#5

Consultant Team will hold three (3) Technical Committee meetings to review sections of the draft Zoning Ordinance at each meeting in detail and one (1) Technical Committee meetings to review the Subdivision Control Ordinance. Each section of the draft ordinance will be thoroughly discussed at a meeting and feedback will be documented. Any additional revisions to each section resulting from these meetings will be made using the tracked changes feature of Microsoft Word and distributed to the committee members. Additional Technical Committee meetings, if desired, are included as an optional task in this scope.

TASK 3: ORDINANCE ADOPTION

3.1 – Adoption Draft

County Staff will provide final comments on the ordinance revisions and the consultant will provide the final draft for adoption hearings. Staff will provide the ordinance to the Planning Commission and Fiscal Court prior the adoption process for review.

The Consultant Team will present at one meeting of the Planning Commission to seek a recommendation for adoption of the ordinance. The Consultant Team will present at one of the Fiscal Court Meetings and attend the second reading of the ordinance to answer any questions. The purpose of each meetings is to fulfil requirements of KRS 100 and allow the public a platform for official comments. The County will be responsible for public notice of this meeting and recording the meeting proceedings in the official minutes.

3.2 – Final Deliverables

The Consultant Team will provide the County with three (3) bound copies and one (1) unbound copy of the ordinance documents. In addition, consultant will provide one (1) electronic copy in Adobe .PDF format and one (1) electronic copy in Microsoft Word format on a flash drive.

ADDITIONAL / OPTIONAL ORDINANCE TASKS

The following optional tasks may be added to the base scope indicated in Tasks 4 - 6. 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 Technical Committee Meetings

Additional Technical Committee Meetings can be held to allow additional attention and focus on specific sections of the ordinance.

Task B – Rules & Procedures

Consultant Team will review and revise the current rules & procedures to align with best practices and the updated ordinances.

Task C – Fee Schedule

Consultant Team will review and update the current fee schedule for Planning Commission and Board of Zoning Adjustments applications to align with the updated ordinances. This does not include building permit fees.

Task D – Application and Forms

Consultant Team will review and revise current applications and forms for Planning Commission and Board of Zoning Adjustments to align with the updated ordinance. This does not include building permit applications.

Task E – Zoning Map Update

The consultant team would revise the official Zoning Map and Zoning GIS Shapefile based on the zoning ordinance update. This would include any parcels that the county would like to rezone as well as updating any zoning districts that were changed in the zoning ordinance. The fee for this task would vary based on the GIS Shapefile data that is available (if the consultant team would need to create GIS shapefiles) and/or the extent of changes desired. The scope and compensation for this task will be determined and agreed upon by both parties if it is desired.

Task F – Plan Commissioner & Elected Officials Training

Consultant Team will hold a training workshop with County staff, Planning Commission Members, Board of Zoning Adjustments Members, and Fiscal Court representatives. This session is intended to provide a detailed overview of the ordinance and how it should be used in various applications or requests. This session would review the ordinances in detail and document any comments from these bodies. This session can also be counted toward training required by HB 55.

Task G – Independent Legal Review

An independent legal review would be conducted to verify that final ordinance language is legally defensible and does not conflict with recent case law. The cost of this task would vary based on level a review required by separate legal counsel.

ATTACHMENT B- SCHEDULE
Madison County, Kentucky
ORDINANCE UPDATE

TSWDG anticipates that Part 1 Ordinance Update 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 2022. A detailed schedule shall be submitted to the Owner one week after the notice to proceed is received.

ATTACHMENT C- COMPENSATION
Madison County, Kentucky
ORDINANCE 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:

Ordinance Update (Task 1-3):	\$ 60,300.00
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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 Technical Committee Meetings	\$ 2,300.00
Task B: Rules & Procedures	\$ 1,490.00
Task C: Fee Schedule	\$ 1,490.00
Task D: Applications & Forms	\$ 2,440.00
Task E: Zoning Map Update	To be negotiated
Task F: Plan Commissioner & Elected Official Training	\$ 2,570.00
Task G: Independent Legal Review	To be negotiated

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 April 2023.

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 ORDINANCE 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.