



**ZONING CODE REVISION (RFP #12/13-019)
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 10th day of June, 2013, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **White & Smith, LLC**, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal dated May 29, 2013, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **Zoning Code Revision**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.



2. Payment for Project Services

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$149,965.00** for the project. The City will not hire or directly compensate the Consultant’s employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City’s discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant’s services to the date of payment and shall not forfeit City’s right to require the correction of any service deficiencies.

3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

MO/DY/YR, or

The Project is completed (Approximately 18-24 Months), or unless earlier terminated as provided herein.

4. Time Devoted to Work:

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant’s sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

5. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

6. No Illegal Harassment:

Violation of the City’s harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant’s duties under this Contract shall be considered a material breach of this contract.

7. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor’s sole expense.



8. Status of Consultant:

It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

9. City Ownership of Proprietary Information:

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

10. Public Records:

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

11. Insurance:

Consultant shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation (if applicable) prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

CONSULTANT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE, IN ADVANCE OF RFP, BID OR QUOTE SUBMITTAL, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONSULTANT FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.



INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Consultant or any Sub-Contractor of the Consultant by the City. Consultant agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Consultant that Consultant shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Consultant's sole cost and expense. Should Consultant be self-funded for Industrial Insurance, Consultant shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain coverage and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Consultant, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Workers' Compensation: Consultant shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.
4. Consultant Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Consultant's insurance levels to meet minimum contract limits shall be borne by the Consultant at no cost to the City.

Consultant will maintain Consultant liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Consultant goes out of business during the term of this Agreement or the three (3) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts, errors and omissions committed during the term of the Consultant Liability Policy.

Should City and Consultant agree that higher Consultant Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by City. City retains the option to purchase project insurance through Consultant's insurer or its own source.



OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.
- b. Consultant's insurance coverage shall be Primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONSULTANT or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and insurance carrier. City reserves the right to require that Consultant's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by City before work commences.

The City reserves the right to require complete certified copies of all required insurance policies at any time. Consultant must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Consultant must provide a Certificate of Insurance form to THE CITY OF SPARKS to evidence the insurance policies and coverage required of Consultant.



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- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City, by attachment to the Certificate of Insurance, to evidence the endorsement of THE CITY OF SPARKS as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

- A. Consultant shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Consultant, any SubConsultant, or anyone employed, directed, or supervised by Consultant.
- B. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any SubConsultants under it.
- C. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
1. Purchase such insurance to cover any risk for which City may be liable through the operations of Consultant under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 2. Order Consultant to stop work under this Agreement and/or withhold any payments which become due Consultant here under until Consultant demonstrates compliance with the requirements hereof; or,
 3. Terminate the Agreement.

12. Indemnity:

Consultant agrees to defend, indemnify and hold harmless the City, and the employees, officers and agents of the City from any liabilities, damages, losses, claim, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or employees or agents of the Consultant in the performance of the contract.



If the insurer by which the Consultant is insured against professional liability does not so defend the City and the employees, officers and agents of the City and the employees, officers and agents of the City and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

13. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

14. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs,



successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

15. Licenses and Permits:

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Drafting Presumption:

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

17. Governing Law:

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

18. Jurisdiction and Venue:

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

19. Claims:

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

20. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

21. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery



if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION
431 PRATER WAY
PO BOX 857
SPARKS, NV 89432-0857

Mark White
White & Smith, LLC
529 SE 2nd. St, Suite B
Lee's Summit, MO 64063

22. Entire Contract:

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

23. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

24. Annual Appropriation of Funds:

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

25. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

26. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

27. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated



bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

28. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(Consultant)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Geno R. Martini, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Teresa Gardner, City Clerk



Attachment A

Scope per City of Sparks RFP #12/13-019 (incorporated by reference), the White & Smith response to the referenced RFP (incorporated by reference) and the “Best and Final Offer” provided by White & Smith LLC, dated May 29, 2013 (attached).

**WHITE &
SMITH, LLC**
PLANNING AND
LAW GROUP

KANSAS CITY OFFICE:

S. MARK WHITE, ESQ., AICP
Admitted in Missouri and North Carolina

CHARLESTON, SC OFFICE:

E. TYSON SMITH, ESQ., AICP
*Admitted in South Carolina and Florida
South Carolina Certified Civil Mediator*

ROSS A. APPEL, ESQ.
Admitted in South Carolina

VIA Email & Regular Mail

May 29, 2013

Dan Marran, CPPO, C.P.M.
Contracts and Risk Manager - City of Sparks, NV
431 Prater Way
P.O. Box 857
Sparks, NV 89432-0857

re: Best and Final Offer for Zoning Code Revision (RFP #12/13-019)

Dear Mr. Marran:

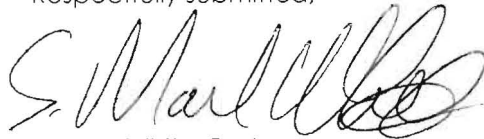
White & Smith, LLC is pleased to submit our final proposal / best and final offer for the Zoning Code Revision project (RFP #12/13-019). I will serve as project manager for the consultant team, assisted by CFA, Inc. and Winter & Company.

Our detailed scope of services is provided as the Attachment to this letter. This Scope of Services assumes eight (8) person-trips, including seven (7) trips by me and one by Winter & Company.

Our cost of services for this project is \$149,965. This includes all fees, expenses, and project administration.

We are excited to begin this project, and look forward to working with you!

Respectfully submitted,



S. Mark White, Partner
for WHITE & SMITH, LLC

529 SE 2ND STREET, SUITE B
LEE'S SUMMIT, MO 64063
TEL 816-221-8700

WWW.PLANNINGANDLAW.COM

Attachment A: Scope of Work

This Attachment provides the specific Scope of work for White & Smith, LLC to update the City of Spark's Zoning Code. The City is seeking several different outcomes:

- Provide a new organizing structure that integrates the Zoning Code and other regulatory documents or guidelines. This provides a theme for the regulations, make information easier to find and avoid internal inconsistencies.
- Make the regulations easy to use. The Zoning Code will translate the City's vision for development into clear instructions for both applicants and the general public.
- Update the table of permitted uses - balancing the need for a complete, contemporary list of uses with readability.
- Make the right things easy through state of the art regulatory techniques such as predictable design standards.
- Improve the efficiency and flexibility of land use decisions, while also pointing applicants in the right direction.

Project Assumptions

In preparing the scope of services below, we made several key assumptions:

- The Sparks Master Plan is the principal set of guidelines for reforming the Zoning Code.
- The Sparks Master Plan identified the key global issues and areas of reform that we need to address during the project. Where there are many subsidiary issues that arise when the approach and language take shape, the major issues are set out in the Plan.
- The City is seeking an easy to understand approach to development regulations. This will involve a balance of state of the art practices, with market-tested approaches that work in locally and in the region.
- The City expects an effective public involvement process.
- Different approaches should be considered for each of the City's planning areas. While design-based approaches might apply to transit corridors and downtown, existing suburban areas may need a more flexible approach that uses a more conventional approach to zoning.

Our Working Plan

Our approach and Working Plan follows the workflow suggested in the RFP, with several changes that we believe will improve the process and give the City the ability to streamline the project's budget and timing. We use this structure to describe our approach and the tasks to complete this project. The RFP incorporates all of these major steps. The following describes this process with minor changes we suggest in order to make it work better.

Task 1: Orientation (Data Collection and Analysis)

The City has developed a preliminary work program for this project. We concur with the basic steps established for this project on pages 91-92 of the RFP. We also suggest that the City consider a “modular” or “composite” approach to zoning. This would tie permitted uses to design standards and intensity, that in turn determine the level of review they require. This would allow the City to: (1) consolidate districts by minimizing the fine distinctions between uses and dimensional standards between different districts, and (2) allow the City to substitute administrative standards for discretionary review, creating a more predictable and streamlined approval process.

During this Task, we will attend an orientation meeting with the staff and the advisory group referenced in the RFP, gather and review background data and policy documents, meet with key stakeholders, and refine the project’s scope of services. This task includes White & Smith team orientation and data collection, staff and stakeholder meetings, and a windshield survey. We will work with staff to refine the project scope, schedule, and additional public participation strategies.

Refine oversight and public participation strategies

Public participation is important to any code or design guideline update. After all, who knows the community better than the people who live there? There are things that statistics, surveys and observations can’t tell us, that are only apparent to those who live there. Since each project has unique opportunities and challenges, we customize every project approach to be open with organized communication. We will draft a public participation plan that will provide:

- Various types of public input strategies, such as workshops and interactive websites
- Methods to educate and inform the public about the code update process
- Ways to gather feedback that is useful and relevant to the project, and
- Techniques to build a constituency and sense of ownership for the project.

Before the project begins, we will provide a Public Outreach Plan to the City’s Project Manager for review and approval. The Public Outreach Plan will identify the key stakeholders. Stakeholders could include:

- City Government Stakeholders: Mayor and City Council, City Manager’s Office, City Departments
- Boards and Commissions: Planning Commission, Citizens Advisory Committee, etc.
- Private / Business Stakeholders: Reno/Sparks Chamber of Commerce, major businesses and industries, major property owners
- Development Industry: Builders Association of Northern Nevada, National Association of Industrial and Office Properties, architectural firms, land planning and engineering firms, landscape planners and landscapers, builders and contractors, land use and zoning attorneys, developers of major projects
- Community Stakeholders: Neighborhood groups, civic groups, homeowners associations, environmental, transit, and other advocacy groups, general citizenry

Professional Service Contract for Zoning Code Revision | *Attachment A: Scope of Work*

We anticipate that an email and mailing list will be compiled in order for the City to reach out directly to participants about events or milestones in the process. The Public Outreach Plan will have two major elements:

- 1. On-going Communication and Feedback Loops.** This may include a project website, and public workshops that are held at different points during the process. By facilitating an open planning process, we will help the City forge consensus, make use of technologies, and adopt successful approaches to zoning. Our team uses a menu of tools to engage the community throughout the planning process, and we routinely develop web-based products for a variety of clients to assist communication with wide-ranging audiences.
- 2. Taking and Resolving Community Input.** This typically involves a combination of public forms and face-to-face meetings with informal, frank discussions. We tailor a specific and structured citizen participation process for each of our projects to achieve the community's goals.

Community involvement usually involves two types of events. The first are public workshops and developer's forums. These are educational and feedback sessions that will include presentations, breakout sessions, and opportunities for comment. We can provide press releases, presentations, and handouts for the meetings, and follow up with minutes and meeting summaries. The second are face to face focus groups with stakeholders. We find these meetings useful to provide candid feedback about how the land development process works, and to build trust with key constituencies. We will provide a written list of discussion questions in advance of the focus group meetings, and will follow up with meeting notes.

Our team can provide a variety of meeting techniques, including key stakeholder interviews, focus groups, community roundtables, community planning charrettes, visual preference surveys, community surveys, and open houses and informational meetings. Our detailed work schedule on page <OV> relies on workshops and open house sessions to maximize public outreach within the City's budget expectations for this project.

Project Website. We can set up the City's online communication task for this project. Before attending the kick-off meetings, we would set up interactive and informative online materials. These will keep the general public informed about progress on preparing the Zoning Code, survey public opinion about important ordinance issues, and provide notice of important project milestones and public meetings.

For budgeting purposes, we anticipate that many of the items outlined in the Public Participation Plan are performed by staff in addition to our team. The plan will assign responsibility for these tasks. Our budget assumes that the City will maintain the website, provide notice, and conduct additional meetings at key points in the process. We will facilitate the meetings, prepare background materials and presentations, and follow up with our summaries and "take aways" from the meetings.

Task 2: Develop a Detailed Working Outline

We will prepare a separate working outline. We will provide an annotated outline of the new ordinance with section by section changes. The outline will provide a user friendly, condensed overview of the new Zoning Code. It will also emphasize and describe new zoning approaches, and in particular how those approaches apply to the City's planning areas. The outline will include:

- A chapter-by-chapter detailed description of the proposed Zoning Code,
- An overview of the proposed structure and substance of the Zoning Code,
- A correspondence table that links new chapters and headings to existing chapters and headings
- A commentary explaining the rationale for the recommended approach to each section of the Zoning Code examples of how the updated Zoning Code could implement the recommendations of the Sparks Master Plan at representative locations in the City
- Ways in which the Zoning Code would be integrated and consistent with other regulations

Prior to drafting the new ordinance, White & Smith will create a style template. To maximize long-term usability, we will draft the ordinances in Microsoft Word or a similar program used by the City. This enables numerous users to review and comment directly in the document. Word processing programs are easier for City staff to codify, automate, and maintain during the life of the code. In addition, we are adept at delivering highly illustrated, production quality codes in word processing programs such as Word. For static documents, such as interim reports, we can use InDesign or similar programs that offer richer graphics integration.

The technical infrastructure template will establish the numbering structure and overall document design for the new ordinance, including fonts, headers, footers, and table of contents. This will enable us to seamlessly integrate existing and new language into the ordinance in a unified format. We will also work with staff in this task to establish tracking mechanisms for existing and new language that may include tracked changes in Microsoft Word, commentary boxes, tables, and footnotes.

We will conduct stakeholder focus group meetings and an open house at the end of this task. The focus group meetings will include a facilitated discussion to encourage dialogue on particular development issues. We will provide notes and summaries of the meetings in confidential form. The open house will make the consultant team available for an entire day, with one or two presentations that describe the new regulatory structure.

Task 3: Drafting

From our experience, the Zoning Code will be successful if it has these features:

- **A solid policy base.** The City's land use policies are set out in the Sparks Master Plan and related policy documents.
- They are **synchronized** with other regulations and incentive programs. The Zoning Code will integrate with other sections of the City Code.

Professional Service Contract for Zoning Code Revision | *Attachment A: Scope of Work*

- They address the **range of improvement categories** that are anticipated. The Zoning Code will accommodate the range of development expected by a diverse city like Sparks, from its downtown to its emerging centers and suburban subdivisions.
- The process is **educational** while also **engaging the community** in meaningful ways. The Zoning Code will follow an inclusive public process, and will include language and graphics that explain development concepts clearly.
- The guidelines reflect **best practices** in urban design. Sparks has high expectations for development, and is poised to accommodate new, innovative development patterns such as transit oriented development. Our standards will accommodate - and can require - the cutting edge, in a market-sensitive way.
- The standards are tailored to the city's **administrative resources**. Clearly understood standards and streamlined procedures will minimize demands on staff resources and time commitment by the Planning Commission, City Council and City Manager.
- They clearly convey the **community's expectations**. The standards and guidelines flow from the policies agreed upon in the Sparks Master Plan.
- They support a review process that is **fair** and **predictable**. Developers who follow the rules are rewarded with decisions that are prompt and consistent.

Discussion Draft Zoning Code

This stage of the process involves the development of formal code language, review and feedback, and a final draft for public review and presentation for adoption. Mark White will ensure that the draft complies with Nevada and federal law.

Establish Drafting Modules. Because the Zoning Code will be comprehensive, it will be difficult for staff, elected and appointed officials, and the public to digest it in a single draft. With this, we concur with the RFP's recommended approach to draft the ordinance in modules. The Annotated Outline will describe the modules and lay out a schedule for public input. Our typical approach uses three modules: 1) district structure and design guidelines, 2) development standards, and 3) procedures / administration / legal issues. The initial drafts will include footnotes and highlights that describe the rationale for new standards and procedures and their relationship the Sparks Master Plan. We will point out major changes, along with any existing standards that are carried forward or clarified.

The drafts will include technical enhancements, such as graphics, tables and charts, that will make it easier to use and understand than the current code. We will also include a logical flow, running headers, and other enhancements that facilitate its understanding by the general public.

The following discussion highlights some of the key changes that we would incorporate into the new Zoning Code. This does not provide an exhaustive list of all changes to the ordinances, but illustrates some of the key issues. We will work with staff during the early phases to further refine the changes.

Zoning District Structure. We will review drafts and anticipated policies in the Sparks Master Plan and other documents that divide the City into several planning areas. The existing districts, the anticipated policies, and comments received by staff and during the public outreach process – will inform the

Professional Service Contract for Zoning Code Revision | Attachment A: Scope of Work

districts established in the draft code. We anticipate that, through composite zoning or our substantive review, we might be able to reduce the number of zoning districts. However, this will depend on the comments we receive during the process.

Supplemental Uses. This chapter of the Zoning Code will address uses that create special issues. These can range from those with nuisance type impacts (such as landfills), community character issues, and special legal protections (such as cell towers, group homes and churches). We establish reasonable and legally defensible standards for these uses.

Procedures. This chapter establishes a sequence for approval ranging from legislative (e.g., text amendments) and discretionary processes such as conditional uses, to administrative procedures such as building permits. It explains who is responsible for decision making, how decisions are made, and what the decisions authorize. The Zoning Code can tailor the procedures to different types of situations or planning areas, creating incentives for development in the right locations and encouraging compliance with the comprehensive plan.

General / Legal / Nonconformities. This chapter lays a legal foundation for the code, including jurisdiction, enforcement, and establishment of key agencies and officials. It also describes levels of nonconformity, and can include tools that either minimize conflicts or encourage nonconformities to gradually disappear. It can also resolve potential vested rights claims.

Definitions & Graphics. Key definitions and illustrations are integral to each chapter of the ordinance. These are developed in an ongoing manner as each chapter is drafted.

Document Design. The Zoning Code is used by a variety of audiences. This requires user-friendly writing, a logical flow, and illustrations. The following lists some of the changes White & Smith will incorporate to make the Zoning Code a user-friendly document:

- **Organize the Zoning Code into a logical format.** The format will ensure that all of the standards and procedures in the zoning and subdivision regulations work together.
- Provide **graphics** to illustrate zoning dimensions, development standards, uses, or other areas where graphics will assist the reader. Each firm on our team is adept at illustrating zoning and building regulations using a variety of formats. This allows our team to communicate with a variety of audiences as the regulations are updated - from the general public to consulting engineers. It also gives our team an edge in providing illustrations that are both user friendly and accurate.
- Provide **simple regulatory language.** We will integrate all provisions, use a concise drafting style, and eliminate “legalese.” Our firms specialize in the art of writing technical language that lay persons can understand. Mark White, the project manager, teaches a course on code writing at the American Planning Association national conference that focuses on how to communicate regulations in clear, simple language.
- **Consolidate uses** into use groups and modified use regulations, as opposed to the current repeated use lists for each district.
- **Consolidate procedures and definitions.**

Rezoning

We will assist City staff in rezoning efforts required by the revised Zoning code. This will include assistance in drafting notices and fielding phone calls. The scope of services includes up to three neighborhood workshops or similar outreach efforts to assist in explaining the purpose, intent, and details of new zoning districts, use classifications, and standards.

Final Draft

We will prepare a public hearing draft of each module of the Zoning Code. Staff will provide consolidated comments to White & Smith for inclusion into the final drafts. An Executive Summary explaining the Public Hearing Draft Code and changes from the Discussion Draft Code will be included. The Executive Summary will be posted/distributed digitally to the general public and the media prior to the public hearing. This material will be available at least one month in advance of the public hearing.

Adoption

After completion of the public workshop drafts, White & Smith will attend the public hearings for adoption by the Planning Commission and City Council, as set out in the RFP. We will attend the meetings in person. We will prepare a final version of the Zoning Code after the public hearings and adoption process. These drafts will reflect any final changes made to the ordinance. We will provide the ordinance in a format agreed on in prior tasks. We will provide the Code in Microsoft Word, along with an html version and downloadable pdfs that can be posted online. In addition, we will prepare a correspondence table to coordinate any new, consolidated or eliminated zoning districts with the new districts. This will assist the City in preparing a new set of permanent zoning maps, and smooth the transition from the old districts to the new ones.

Detailed Work Schedule

We will take the Zoning Code to adoption within the 24-month period suggested by the RFP. Given the scope of changes the City is requiring, we believe that this period is adequate. Our anticipated time frame is 18 months. However, a 2-year period for a zoning overhaul is very common, with many code updates taking much longer. While we will have our deliverables completed well within the 18-month time frame, stakeholders may need a longer time period to review and comment in a meaningful way. Therefore, we are prepared to extend our schedule to the full 24 months if needed to ensure adequate time for public review and comment.

Exclusions

The services listed below are not included within the Scope of Services:

1. Advertising Costs.
2. Fees associated with reserving public meeting spaces.

Professional Service Contract for Zoning Code Revision | Attachment A: Scope of Work

3. Studies or documentation needed to support the densities, intensities, setbacks, spacing requirements, environmental restrictions, or any other standards that require specialized technical analysis. Such studies and data may be available from the Master Plan or will be provided by Client.
4. Additional copies of document/deliverables in excess of quantity listed in the Scope of Work for this project.
5. Preparing Zoning Maps or any other map or GIS presentation.
6. Provide printed copies of the Zoning Code, supporting materials, or maps except as expressly required by this Agreement.