

**RUNDELL ERNSTBERGER ASSOCIATES, INC.**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this \_\_\_\_ day of June, 2024, by and between Rundell Ernstberger Associates, Inc., with its principal place of business at 618 E Market Street, Indianapolis, Indiana 46202 (hereinafter "REA") and the Town of McCordsville (hereinafter "Client"), with an office located at 6280 W 800 N. McCordsville, IN 46055 (hereinafter "Client").

Client and REA, for the consideration hereinafter set forth, hereby agree as follows:

**1. Services of REA and Description of the Project**

(a) REA agrees to provide the professional services described in **Exhibit A** (hereinafter the "Services") attached hereto and incorporated herein with respect to **Town of McCordsville Comprehensive Plan** (hereinafter the "Project").

(b) Description of Project

REA will lead the creation of the Town of McCordsville's Comprehensive Plan. The Comprehensive Plan will meet the requirements of IC 36-7-4-502. REA will facilitate a planning process that results in a Comprehensive Plan with a vision, principles, and action-oriented recommendations for McCordsville's future decision-making processes. This plan will be developed with community involvement, professional expertise, and an appropriate use of technology and digital methods. REA will produce a document that is thoughtfully organized, easily accessible, and readable by the public with high quality graphics and visuals. Our approach includes a five-stage approach, Discovery, Visioning, Framework, Action, and Adoption, that will be completed by the end of the year.

(c) Any activities or Services not included within the scope of the Services will be considered "Extra Services" and will require additional compensation. REA shall not be obligated to perform Extra Services unless and until a written Extra Services Authorization has been signed and fully executed by both parties.

(d) REA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by REA under this Agreement. REA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, REA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

**2. Schedule of Services**

REA shall use reasonable diligence and expediency consistent with sound professional practices to complete the Services in a timely fashion so as to meet Client's requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project Schedule and specific milestone dates, such information shall be set forth in **Exhibit B** attached hereto.

**3. Responsibilities of Client**

(a) Client shall furnish or make available to REA any and all of its records, maps, or other data which are pertinent to REA's work. REA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps

and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with REA's performance of the Services. Client shall authorize and assist REA in obtaining any such pertinent information from other public and private sources. When requested by REA, the Client shall furnish all reasonable assistance necessary for REA to perform appropriate site investigations.

(b) Client shall provide all criteria and full as to the Client's requirements for the Project, this may include existing studies, GIS data, assessor data, and other relevant information. The Town designates Ryan Crum to act with authority on the Client's behalf with respect to all aspects of the Project; examine and respond promptly to REA's submittals; and give prompt written notice to REA whenever the Client observes or otherwise becomes aware of any defect in the work.

#### **4. Compensation**

(a) As compensation for the performance of the Services, Client shall pay REA its fees and expenses in accordance with **Exhibit C**.

(b) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 60 days following the invoice date. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

(c) In the event that Client disputes any portion of an invoice submitted by REA, Client shall notify REA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to REA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

#### **5. Termination**

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting REA to terminate this Agreement. REA's failure to meet the deadline agreed upon by the parties shall be deemed a material failure permitting Client to terminate the Agreement.

(b) In the event of termination of this Agreement not caused by the fault of REA, REA shall be compensated for Services performed and expenses incurred prior to the date of termination.

(c) Notwithstanding the foregoing, this Agreement shall not terminate for cause if the party in default begins to correct its substantial failure to perform within seven (7) days of receipt of written notice of said substantial failure. Following commencement of the cure, the party in default shall diligently continue to cure within thirty (30) days of the receipt of written notice.

(d) Upon termination of the Agreement, REA shall give to Client all work product completed to date related to the Scope of Services identified herein.

**6. Suspension**

If REA fails to receive payment when due for Services and expenses, REA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, REA shall have no liability to the Client for delay or damage caused by such suspension.

**7. Relationship of Parties**

REA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

**8. Use of Documents**

All documents produced by REA pursuant to this Agreement are instruments of service and shall remain both the Client's and REA's property. REA shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to REA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without REA's express written consent. Client and REA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

**9. Designated Representative**

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party. Ryan Crum is designated by the Town of McCordsville and Beth Rosenbarger is designated by Rundell Ernstberger Associates.

**10. Standard of Care**

The standard of care for all professional engineering and related Services performed or furnished by REA under this Agreement will be the care and skill ordinarily used by the members of REA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties or merchantability and fitness for a particular purpose, not specified herein.

**11. Insurance**

(a) REA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim.

**12. Indemnification**

(a) REA shall indemnify and hold harmless Client, its elected officials, officers, directors, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the Scope of Services identified herein, but only to the extent caused by the negligent act, error or omission of REA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

(b) Client shall indemnify and hold harmless REA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that REA is legally obligated to pay as a result of a third party claim concerning the Scope of Services identified herein, but only to the extent caused by the negligent act, error or omission of Client.

**13. Limitation on Liability**

The total liability of REA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by REA under this Agreement or the total amount of \$1,000,000, whichever is greater.

**14. Assignment of Rights**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or REA without the prior written consent of the other.

**15. Use of Subconsultants**

REA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

**16. Third Party Beneficiary**

The Services to be performed by REA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on REA's performance of its Services hereunder. No right to assert a claim against, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of REA's Services hereunder.

**17.. Waiver of Consequential Damages**

In no event shall REA be liable to Client or the Client to REA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability,

negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/REA.

**18. Mediation**

The parties, as a condition precedent to commencing litigation (other than for the non-payment of REA's fees), shall endeavor to resolve their claims by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

**19. Electronic Media**

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

**20. No Waiver**

No waiver by REA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

**21. Severability and Reformation**

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**22. Integration & Amendments**

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

**23. Force Majeure**

REA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

**24. Choice of Law/Jurisdiction**

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

**25. No Personal Liability**

Notwithstanding any other provision of this Agreement to the contrary, REA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to REA's performance or non-performance of the Agreement. Client will look solely to REA for its remedy for any claim arising out of or related to this Agreement.

**26. Notices**

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or transmitted electronically with confirmed receipt or return receipt requested mail addressed to the parties at the addresses set forth above in the preamble. Notice given by certified mail shall be deemed complete on the third business day after mailing.

**27. Representations**

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

**28. E-Verify**

- (a) REA hereby affirms under penalties of perjury that it does not knowingly employ an unauthorized alien. REA shall enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. REA is not required to participate should the E-Verify program cease to exist.
- (b) REA shall not knowingly employ or contract with an unauthorized alien.
- (c) REA shall not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
- (d) REA agrees to maintain this certification throughout the duration of the term of a contract with the Client.
- (e) Client may terminate for default if REA fails to cure a breach of this provision no later than thirty (30) days after being notified by the Client.

**29. Non-Discrimination**

REA agrees that it, and any subcontractors will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

**30. Iran**

REA does hereby certify that it has never and currently does not contract with the government of Iran for such business and services as defined in Indiana Code 5-22-16.5-1. et. seq. Furthermore, REA will take the necessary steps to maintain compliance with this statutory provision throughout the term of this Agreement.

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This Agreement together with the Attachments identified herein, constitutes the entire agreement between Client and REA, and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

	<b>REA</b>		<b>TOWN OF MCCORDSVILLE, INDIANA</b>
<b>By</b>	_____	<b>By</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Title</b>	_____	<b>Title</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

Rev. 1/2021



## **EXHIBIT A SCOPE OF SERVICES**

### **Attachment A Scope of Work**

The scope of work outlines REA's process, leading to the creation of the Town of McCordsville Comprehensive Plan. The Comprehensive Plan will meet the requirements of IC 36-7-4-502. REA will facilitate a planning process that results in a Comprehensive Plan with a vision, principles, and action-oriented recommendations for McCordsville's future decision-making processes. This plan will be developed with community involvement, professional expertise, and an appropriate use of technology and digital methods.

#### **Assumptions:**

- REA will work with the Town Planner of McCordsville throughout the entire process, receiving direction from them.
- A project Steering Committee will be created by the Town to oversee the process, participate, and provide direction on policy and design frameworks, support public engagement efforts, provide review of REA's deliverables, and any other tasks required of the Steering Committee during the project.
- REA will be responsible for creating all meeting content and facilitating both Steering Committee and community engagement meetings. The Town will secure meeting locations.
- REA will generate social media posts, but the Town will be responsible for posting to existing Town accounts (Facebook, Twitter, Instagram, etc.)
- REA will utilize GIS data provided by the Town or Hancock County, including assessor information to conduct existing conditions analysis as well as any other analysis. REA will also use any existing studies and ordinances as the initial benchmark for the project.
- REA has finalized the virtual and in-person meetings for this process that REA will participate in or facilitate. Any additional meetings will require an added services agreement.
- A approximately 7-month schedule has been set for this project. A detailed schedule will be finalized at the kickoff meeting. While every effort will be made to adhere to that schedule, there are some situations that are outside of our control. REA will make every attempt to meet that schedule but if there is a delay, REA will communicate that both verbally and in writing.
- We will hold virtual bi-weekly progress meetings with the client point of contact to check in on the project.

REA will use the following four-stage approach that will be completed within a total of 7 months:

- 1. Discovery: Community Needs Assessment & Analysis (1 month)**
- 2. Visioning: Input Meetings & Vision Setting (1 month)**
- 3. Framework: Plan Elements (2 months)**
- 4. Action: Implementation, Draft Plan (2 months)**
- 5. Adoption: Adoption Hearings & Final Plan (1 month)**

### **PHASE 1: DISCOVERY | COMMUNITY NEEDS ASSESSMENT & ANALYSIS | 1 MONTH**

In the Discovery Phase, REA kicks off the project with the Town Staff, reviews existing demographics and physical conditions data and analyzes that data collected by the Town, and begins to organize opportunities and issues to be addressed in the plan. During this phase of the project, working with staff, the community outreach and engagement process is developed and begins being implemented. The outcome of this Phase is to identify the strengths, weaknesses, issues, and opportunities that will be built upon or addressed in the plan based on the current conditions and needs. We will also identify key trends that need to continue, change, or be developed. The information from this phase will help to inform the vision for the future as well as potential recommendations in plan development.

**1.1 KICK-OFF MEETING & TOUR:** Project kick-off with the staff to review the scope of services, finalize schedule, establish communication protocol, and ensure a clear understanding of the desired outcomes for the project. Project communication and management protocol for meetings and engagement with the Steering Committee

and broader community will be confirmed. At this time, other stakeholder groups to be engaged in the planning process will be discussed and determined. Town staff and REA will tour the Town to discuss opportunities/challenges, initial impressions, and potential outcomes for the comprehensive plan.

**1.2 COMMUNITY ENGAGEMENT STRATEGY:** REA will complete the follow engagement throughout the entire plan process. The public engagement strategy will include:

- Project Website
- Social Media Campaign utilizing existing Town accounts
- Status Reports (monthly written reports)
- Public Workshop Meetings (2 Meetings, formats and locations to be determined)
  - Issue Identification & Visioning Workshop
  - Plan Open House
  - Virtual options for both meetings
- Focus Groups (6-8 total)
- Steering Committee Meetings (4 total)
- Community Events (up to 2 total)

**1.3 CURRENT CONDITIONS & NEEDS ANALYSIS:** REA will review relevant plans and documents as provided by the Town, review demographic and economic data, and assess the Town's plans to understand goals and policies for such areas as land use, transportation, infrastructure, quality of life, and environmental/natural resource conditions. Implementation successes and failures from past plans will be identified as well as goals or policies that need to be incorporated into the new plan. During additional Town outings, assess and document current conditions, existing character, identify opportunities and constraints, community amenities, planned developments, existing land use, roadway conditions, planned roadway improvements, and existing or planned pedestrian and bicycle facilities. Summarize review from existing documents and field review results into a summary analysis report, including text, maps, and photographs.

**1.4 STEERING COMMITTEE MEETING 1:** Overview of the Comprehensive Planning purpose and goals. Community engagement will be discussed as well as next steps, milestones, and deliverables in the planning process. The project timeline will be presented. The Steering Committee will help develop a list of key stakeholders and contacts to aid in outreach and engagement. Conduct opportunity and issue identification exercises. Present summary of analysis phase data collection, findings and outcomes to the Steering Committee for review, comment, and confirmation. The Steering Committee will also discuss a vision for the future, values, and goals to be included in the plan.

**DELIVERABLES:**

- Updated Schedule
- Existing Document Review
- Meeting Agenda
- Presentation Materials
- Meeting Minutes
- Current Conditions and Needs Analysis/Identification of Emerging Opportunities
- Project Website

**PHASE 2: VISIONING | INPUT MEETINGS & VISION SETTING | 1 MONTH**

Building upon the results of the Discovery Phase, the Visioning Phase will focus on the 20-year vision of the comprehensive plan. This will include developing a vision statement and identifying key community values as well as the goals and objectives for each plan element. Visioning sets the policy basis for the recommendations in the plan. Based off this vision, land use and transportation concepts will be prepared in a manner that engages key stakeholders and residents, generates buy-in, ownership and consensus, and, ultimately, outlines a collective community vision for the future.

**2.1 COMMUNITY PLANNING WEEK:** Community planning week is a 4-to-5-day workshop where the consultant team will host a series of workshops with a variety of stakeholders including Plan Commission, Town Council, stakeholder groups, and the public. The consultant will be available throughout the week, in an open office-style setting, to engage with stakeholders, staff, the public, and host informal meetings to showcase project progress, and collaborate as a team on plan development. Coordination with the Project Team on times and locations for this “Community Lab” set-up will be necessary. An online platform developed to record inputs in real time that can be added to follow-up meetings and community surveys. As the conclusion of Community Planning Week, REA will report back to stakeholders and the public on general findings, project direction, and next steps.

**2.1A FOCUS GROUPS:** REA in partnership with Town staff, will facilitate up to 8 focus group meetings/key person interviews. Focus groups are used to enable dialogue regarding challenges and opportunities facing the community as well as plan vision and goals. Groups may be organized around a variety of topics and include local business owners, neighborhood organizations, development and real estate professionals, social service organizations, and elected and appointed officials.

**2.1B COMMUNITY OPEN HOUSE WORKSHOP #1 (ISSUE IDENTIFICATION & VISIONING):** The first public workshop will focus on identifying issues and opportunities that should be addressed in the plan. REA will present current conditions and needs and ask the public to respond to those elements. Additionally, a portion of the meeting will be devoted to participants working on identifying elements of the community’s vision for the future as well as ideas on how to get there. This will form the basis for the goals and objectives of the plan. The format of the workshop will be discussed and determined in partnership with town staff, and may include in-person events, virtual meetings, participation at an existing community event, or some combination thereof.

**2.1C PRESENTATION OF RESULTS:** On the last day of community planning week, REA will present preliminary concepts and vision and goals to the attendees of the focus group, steering committee, and the public to seek feedback and direction prior to the framework phase.

**2.2 VISION, GOALS & OBJECTIVES:** The vision is the overall future state of the Town at the culmination of 20 years of implementation of the plan. The vision should be challenging yet pragmatic and achievable. The vision is supported by goals, objectives, and action steps. The objectives and action steps will be finalized after completion of the plan elements as part of the detailed implementation recommendations. Based on the first public workshop series, REA will prepare materials for the Steering Committee to review the refined vision statement and framework for the goals and objectives after community planning week.

**2.3 STEERING COMMITTEE MEETING 2:** REA will meet with the Steering Committee to review the results from the public meeting and the draft vision, goals, and objectives. The Steering Committee will then meet to review the vision and goals and begin framing the plan elements.

#### **DELIVERABLES:**

- Strengths, Weakness, Opportunities, and Threats (SWOT) Analysis
- Define Vision Statement and Themes
- Draft Goal Statements for Themes
- Meeting Agenda
- Presentation Materials
- Meeting Minutes
- Update Project Website

### **PHASE 3: FRAMEWORK | PLAN ELEMENTS | 2 MONTHS**

During the Framework Phase, REA will synthesize the technical analysis of the Discovery Phase with community input and results of the Visioning Phase into the plan elements and policy recommendations. The outcome of

this phase is to develop the bulk of the supporting content and details that will be in the comprehensive plan document. The development of the content will be driven from previous phases as well as input from the Staff, Steering Committee, Stakeholder Group, and Elected and Appointed Officials. The outcome will be a series of maps and draft policies and recommendations that will guide staff, elected and appointed officials' decision making.

**3.1 LAND USE ELEMENT:** Land use planning guides the quantity, quality, and location of growth. REA will develop a future land use plan and development character framework that includes pattern and character of growth; location and intensity of various development types; protection and preservation of natural resources and historic features; and needed amendments to public policy (zoning and subdivision control).

**3.2 TRANSPORTATION INFRASTRUCTURE ELEMENT:** REA will create concepts for transportation corridors in alignment with the land use plan. This could include improvements to key intersections; new roadways or improvements to existing roadways; and cross sections with the integration of pedestrian and bicycle facilities.

**3.3 UTILITY INFRASTRUCTURE ELEMENT:** The utilities component will focus on recommendations for water, sanitary sewer, and stormwater systems to help manage future growth. As part of the infrastructure plan.

**3.3 ECONOMIC DEVELOPMENT ELEMENT:** The economic development plan will require the review of existing regional plans for the area, review of economic indicators, and coordination among the various economic development players in the area to tailor a strategy that best fits the goals of the Town. This plan will be developed within the context of the current local, regional, and national economic situation.

**3.4 HOUSING ELEMENT:** REA will work with the Town to combine the overall vision, goals and objectives of the preceding tasks with the opportunities and issues identified during outreach and engagement efforts. REA will develop a set of project priorities that are in harmony with the overall goals of the comprehensive plan but focused and tailored to address anticipated housing needs. (i.e. potential residential development areas, desired character, utility and service needs, potential development regulations, infill and redevelopment incentives).

**3.5 OTHER ELEMENTS:** Up to two other elements can be included, and will be determined after existing conditions analysis, Steering Committee engagement, and collaboration with staff.

**3.6 STEERING COMMITTEE MEETING 3 & 4:** REA will facilitate two meetings with the Steering Committee to review plan elements. The team will discuss the second community workshop series. After review with the Steering Committee, REA will make necessary amendments to the plan elements.

#### **DELIVERABLES:**

- Draft copy of each framework plan
- Policy list and recommendations for each framework plan
- Meeting Agenda
- Presentation Materials
- Meeting Minutes
- Update Project Website

## **PHASE 4: ACTION | IMPLEMENTATION, DRAFT PLAN | 2 MONTHS**

During the Action Phase, the implementation strategies are created and the draft comprehensive plan, containing the project process, outcomes, vision, plan elements and recommendations, and implementation plan, is prepared. The plan is presented at a public meeting for the community review.

**4.1 IMPLEMENTATION STRATEGY:** An implementation strategy provides guidance for the Town to make decisions and execute plan recommendations. This plan will outline recommendations developed during the

Visioning and Frameworks phase; identify priority projects and actions; establish a list of potential implementers; determine policy changes; and identify potential funding sources. The implementation strategy will provide guidance on benchmarks and guidelines for monitoring plan progress after adoption.

**4.2 COMMUNITY OPEN HOUSE WORKSHOP 2 (PLAN ELEMENTS & IMPLEMENTATION):** REA will facilitate a second community workshop to review the various plan elements and provide input and feedback on the concepts. Recommendations will be presented in draft format, and the public will be asked to assist with development of projects priorities and additional recommendations. Similar to the first workshop series, the format of these meetings may be virtual, in-person, or both.

**4.3 DRAFT PLAN:** One, well-organized and highly graphic plan document summarizing the process, vision, development initiatives, policies and implementation recommendations will be created. This will include plan narrative, explanations of key concepts and graphics, descriptions of policies and programs, as well as a detailed implementation matrix. REA will provide the first draft to the staff for review. Staff may provide edits to REA; all requested edits must be provided within one document for REA. REA will review and incorporate one round of edits, and then REA will provide staff with an updated draft plan. The updated draft plan will be shared with the Steering Committee and can be shared with the Area Plan Commission, elected officials, and others at the direction of staff.

**4.3 STAFF REVIEW MEETING:** REA will facilitate a meeting with the staff to review the draft comprehensive plan. We will also discuss and prepare for the public meeting and adoption process.

**4.4 STEERING COMMITTEE MEETING 5:** REA will facilitate a meeting with the Steering Committee to review the draft plan.

**DELIVERABLES:**

- Implementation Strategy
- 5 copied of Draft Plan
- Meeting Agenda
- Presentation Materials
- Meeting Minutes
- Update Project Website

## **PHASE 5: ADOPTION | ADOPTION HEARINGS & FINAL PLAN | 2 MONTHS**

The final phase of the project, Adoption, includes formal adoption of the plan, its reproduction and delivery. REA will deliver the plan in the format required by the client, interactive pdf web-version, and a highly-visual executive summary that can act as a handout. All electronic files will be delivered to client at conclusion of project.

**5.1 ADOPTION HEARING DRAFT:** Before starting the adoption process, based on feedback from staff, the Steering Committee, and others, REA will make one round of edits to finalize the adoption draft.

**5.2 ADOPTION:** When the Town is ready for adoption, the consultant team will prepare a presentation and attend up to two adoption meetings for the adoption of the plan.

**5.3 FINAL PLAN:** After the adoption hearing, we will make minor revisions, and will produce the final Comprehensive Plan for the Town of Nashville. REA will deliver ten bound hard copies of the final plan, an interactive PDF for online viewing, and an executive summary presentation. Final deliverables will be provided in both native and PDF file formats.

**DELIVERABLES:**

- Adoption Hearing Draft
- Presentation Materials

- Meeting Minutes
- Update Project Website
- 5 Final Plan Hard Copies
- 5 Flash Drives with Electronic Copies

## **EXHIBIT B SCHEDULE**

This schedule is included as a base reference only. Final dates for milestones and meetings will be discussed with the client early in the process and finalized.

Phase	Phase Start	Phase End
Discovery	June 11, 2024	July 12, 2024
Visioning	July 15, 2024	August 16, 2024
Framework	August 19, 2024	October 23, 2024
Action	October 28, 2024	November 27, 2024
Adoption	December 1, 2024	December 31, 2024

Final deliverable will be delivered after the plan has been adopted in January, 2025.

**EXHIBIT C  
COMPENSATION**

REA will provide professional services for a lump sum not to exceed amount of sixty-eight thousand four hundred dollars (\$68,400), including expenses (plotting, printing, reproductions, mileage, shipping, etc.), payable on a monthly progress invoice based on a percent complete on the project.