



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and City Council
From: Richard McLeod, Director of Community Development
Date: April 29, 2024
Subject: Contract Approval for TSW for Comprehensive Plan and Unified Development Code

ACTION

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to sign the contract with TSW to lead the team to do the Comprehensive Plan and do the Unified Development Code.

SUMMARY DETAILS

The award for the Comprehensive Plan and the Unified Development Code was held in March. There were four firms bidding. These were Pond, TSW, Kendig Keast, and Clarion. The ranking committee was made up of Economic Development Director, the Deputy Public Works Director, the Community Development Director, and the Deputy Community Development Director each ranked the firms in terms of proposal and qualifications. We then chose the three highest bidders to come in for interviews. We again ranked them on the interview skills and finally the cost proposals. The total of each firm was as follows out of a possible 400 points total if they were invited to the interview.

TSW	351
CLARION	310
KENKIG KEAST	278
POND	165

STAFF RECOMMENDTION

Authorize the Mayor, City Manager, or designee to approve \$499,990 contract for TSW to do the Comprehensive Plan and Unified Development Code rewrite. The amount of \$500,000 was budgeted for this program in the 2024 Community Development budget.

Lynn Deutsch Mayor
Eric Linton ICMA-CM City Manager
Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1
Rob Price City Council Post 2
Tom Lambert City Council Post 3

Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6



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ATTACHMENTS

Contract

Lynn Deutsch Mayor

Eric Linton ICMA-CM City Manager

Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1

Rob Price City Council Post 2

Tom Lambert City Council Post 3

Stacey Harris City Council Post 4

Joe Seconder City Council Post 5

John Heneghan City Council Post 6

Packet page:...



April 30, 2024

TSW

Attn: Ms. Allison Stewart-Harris, Project Manager
1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309

RE: NOTICE OF INTENT TO AWARD – RFP 24-02 Comprehensive 10-Year Plan & Creation of a Unified Development Ordinance

It is the intent of the City of Dunwoody to award the referenced bid to your company.

One (1) original contract document is enclosed for signature.

- Complete and one copy of the attached E-Verify Contractor Affidavit under O.C.G.A. 13-10-91 (b) (1).
- Reference insurance requirements as required in the bid document. A certificate should be forwarded to us meeting those requirements.
- Copy of your W-9
- Return completed contract documents.**
- Please do not date the contracts.**

All documents should be returned to us within ten (10) days. Once contracts have been fully executed, a Notice to Proceed and an executed contract will be forwarded to you. If you have questions, do not hesitate to call me at 678-382-6750.

John Gates
Purchasing Manager

**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND
TSW**

This Agreement (the "Agreement") is made this ____ day of _____, **2024**, by and between TSW (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH

WHEREAS the Company is engaged in the business of providing the necessary labor, supervision, equipment, materials, and devices necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS the City of Dunwoody solicited RFP 24-02 Comprehensive 10-Year Plan & Creation of a Unified Development Ordinance in the City of Dunwoody, Georgia for the Community Development Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the RFP 24-02 Comprehensive 10-Year Plan & Creation of a Unified Development Ordinance and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Community Development Director or his representative. The RFP 24-02 Comprehensive 10-Year Plan & Creation of a Unified Development Ordinance for Dunwoody, Georgia proposal is referenced, attached, and incorporated herein as Exhibit "A", and

WHEREAS the Company is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required RFP 24-02 Comprehensive 10-Year Plan & Creation of a Unified Development Ordinance as described in its entirety to the specifications as directed by the Community Development Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. As full compensation for the performance of this Contract, the City shall pay \$499,990.00 for the actual quantity of work performed. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in Exhibit "A." The City agrees to pay the Company following receipt by the City of a detailed invoice, reflecting the actual work performed by the Company.

b. Manner of Payment The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2024. The initial term of this Contract shall be through December 31, 2024, followed by an one year renewal subject to O.C.G.A. 50—5-64-1 unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving sixty (60) days written notice to Company. Notwithstanding anything else herein contained, the City may terminate this contract in

whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "B".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof. Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

9. Conflicts of Interest.

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar services for other government sector clients during the term of this Agreement and realize no implications.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business, and

financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third-party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "C".

12. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any governmental immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

13. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

14. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
 Dunwoody City Hall
 4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338

With copies to:

City Clerk
 Dunwoody City Hall
 4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338

If to the Company:**TSW**

Attn: Ms. Allison Stewart-Harris, Project Manager
1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309

15. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in DeKalb County, Georgia.

16. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

17. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. Entire Agreement.

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit "A." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date of Execution _____

Approved as to form:

City Attorney

Attest:

City Clerk

TSW

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"
PROPOSAL AND SCOPE OF SERVICES

REQUEST FOR PROPOSALS

RFP 24-02

DEVELOP COMPREHENSIVE TEN-YEAR PLAN AND CREATION OF A UNIFIED DEVELOPMENT ORDINANCE (UDO)

REQUEST FOR PROPOSALS (RFP) 24-02 DEVELOP COMPREHENSIVE TEN-YEAR PLAN AND CREATION OF A UNIFIED DEVELOPMENT ORDINANCE (UDO)

Sealed Proposals for Purchasing RFP 24-02: Develop Comprehensive Ten-Year Plan and Creation of a Unified Development Ordinance (UDO) will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

Work is to commence on or about May 1, 2024.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all of the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

A technical proposal must be submitted in a sealed envelope which shall be clearly marked RFP 24-02. One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **technical proposals shall be submitted no later than 2:00pm, Thursday, March 7, 2024.** One copy of the cost proposal should be submitted in a **separate, sealed envelope** from the technical proposal. (Proposals will not be submitted by facsimile or e-mail). [Failure to submit the cost proposal in a separate, sealed envelope may result in your proposal being deemed non-responsive.] At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered but will be returned unopened.

Questions regarding proposals should be directed to purchasing@dunwoodyga.gov in a written format no later than 2:00pm on Friday, February 16, 2024. Responses to those questions will be provided by Friday, February 23, 2024.

Proposals are legal and binding when submitted.

Proposal must be addressed as follows: Purchasing Department
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from

any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to purchasing@dunwoodyga.gov. Unauthorized communication by the proposer may disqualify the proposer from consideration.

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REQUEST FOR PROPOSALS

PROPOSAL FORMAT

Cost Proposal

The cost proposal should be submitted in a **separate**, sealed envelope from the technical proposal. The cost proposal should include a detailed budget including all labor and direct costs broken down by task. If the proposal includes recommended services beyond the scope listed, those should be called out separately as option services. The Project Team reserves the right to negotiate actual fees for the project following the consultant selection.

Technical Proposal

The technical proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the technical proposal shall be submitted on one-sided, 8.5 x 11 pages in no smaller than 10-point font and shall be clearly organized.

Project Approach – Each proposer shall provide with its proposal a summary Project Plan that describes the proposer’s approach to the successful implementation of the proposed services.

Team Qualifications – Each proposer shall document its staff, experience and qualifications by providing in its proposal a Staffing Plan. The staffing plan should describe the manner in which it plans to manage and staff the awarded contract to successfully complete the project objectives on a timely basis and within the agreed upon budget, including the resumes of key and critical personnel. The Staffing Plan should include, at a minimum, the proposed project manager and key functional and technical team members and their related roles.

Project Experience – Each proposer shall provide three case histories of recent similar projects completed by the firm and/or project team.

Project Schedule – Each proposer shall provide a detailed project schedule corresponding to the proposed methodology and highlighting key tasks and milestones, including all public engagement activities.

Additional Materials – Each proposer may, but is not required to, include references, qualifications, resumes and any other materials deemed necessary but not provided otherwise. They should be clearly marked “Additional Materials.”

REVIEW OF PROPOSALS

A selection committee comprised of the Project Management Team leading the project will review proposals. After reviewing the proposals, the team may, at its discretion, request formal presentations (at proposer's expense) from one or more of the proposers whose proposals appear to best meet the requirements.

The Project Management Team reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals.

To ensure the proper and fair evaluation of proposals, communication should not be initiated by a proposer or its agent to an employee of the City during the period of time following the issuance of the RFP and prior to the time a decision has been made with respect to the contract award. The Project Management Team may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Unauthorized communication by the proposer may disqualify the proposer from consideration.

SELECTION PROCESS

Selection Criteria & Weighting

The project team will review all proposals submitted. After reviewing the proposals, the team may, at its discretion, invite to interview and demonstrate performance (at proposer's expense at City offices) one or more proposers whose proposals appear to best meet the requirements stated in the RFP. Interview responses, and performance, along with the written proposal, will become part of the proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

Selection Criteria

The following are the evaluation criteria the Project Management Team will consider in determining which proposal is most advantageous to the community:

- Project Understanding and Approach
- Qualifications & Experience
- Interview
- Pricing

Criteria Weighting

The proposals will be ranked using the following allocation of points with the total eligible points being 100.

- Proposal / Project Approach: 30 points
- Qualifications of Team / Experience: 30 points
- Interview: 20 points
- Cost: 20 points

Selection Schedule

- Advertise RFP February 5, 2024
- Questions Due February 16, 2024
- Responses Provided February 23, 2024
- Proposals Due March 7, 2024
- Conduct Interviews March 25-26, 2024
- Award Contract Early April , 2024
- Begin Work May, 2024
- Project Completion October 2025 for Comprehensive Plan and about a year later for the code rewrite

Acceptance of Proposal and Contract Negotiations

The City and Project Management Team reserves and holds the following rights and options:

- To reject any and/or all submittals or portions of submittals
- To reject a sub-consultant
- To re-advertise if deemed necessary
- To interview candidates prior to making a selection
- To issue subsequent Requests for Qualifications or Request for Proposals
- To not negotiate or contract for the services
- To approve, disapprove, modify or cancel any of the scope of work to be undertaken

The contract for the work proposed in the RFP will be contracted through the City of Dunwoody. The City will negotiate the terms of the contract with the consultant(s) submitting the top-ranked response(s) or another ranked choice should negotiations with the top-ranked consultant fail. The City will not reimburse any costs incurred prior to a formal notice to proceed should a contract be awarded.

PROJECT DESCRIPTION

The purpose of this Request for Proposal (RFP) is to select a qualified consultant for the preparation of a local comprehensive plan ten-year update pursuant to the Rules of Georgia Department of Community Affairs as well as the creation of a Unified Development Ordinance (UDO) to replace the parts of the existing municipal code that deal with development and zoning issues. Proposers shall submit a Proposal to the City which will be based on instructions and specifications provided herein.

The existing 2040 Comprehensive Plan was adopted in 2020 and is the long-range planning document that has helped guide the City of Dunwoody (City) over the last five years. The Comprehensive Plan is a policy document that assists decision-making and administrative actions to guide the City towards the community’s preferred future. In addition to the Comprehensive Plan, the City has adopted neighborhood and sectoral plans that guide the future development in those areas. Plans include the Dunwoody Village Master Plan, the Edge City 2.0 LCI plan, the Georgetown-Shallowford Master Plan, the Comprehensive Transportation Plan, the Trail Master Plan, and others.

The existing zoning ordinance, land development, and building regulations stem from the original 1960s DeKalb County documents and have been altered over the years. Examples of recent changes include the adoption of a planned development districts, the comprehensive rezoning of the Dunwoody Village to Dunwoody Village mixed-use zoning districts, and the creation of Perimeter Center zoning districts.

It is the City's goal to treat the Comprehensive Plan update and the creation of the UDO as two phases of single project. The Comprehensive Plan shall be focused on identifying the direction for the UDO and streamlined and reduced in scope to the extent practicable. A key goal of the UDO is to consolidate all previous planning and zoning efforts into one place and streamline and simplify the current code requirements. As part of this, the City envisions the elimination of overlay districts and a reduction of the number of zoning districts.

SCOPE OF WORK

The Consultant shall assist the City to develop and adopt a Ten Year Plan to the Comprehensive Plan that meets or exceeds the minimum standards for local comprehensive planning as outlined in the applicable rules and regulations of the Georgia Department of Community Affairs. **Said Plan shall be transmitted to DCA no later than July 1,2025, unless otherwise indicated by DCA or directed by the City.** This includes the full adoption process that extends an approximately four-month period for review before the Planning Commission, and two reads before Mayor and City Council.

Without further delay, the Consultant be tasked with drafting and leading the adoption process of the new Unified Development Ordinance. Said ordinance shall be adopted by the City no later than a year after adoption of the Comprehensive Plan by the City Council.

Both aspects, the creation of the Comprehensive Plan and the Unified Development Ordinance shall be completed in an integrated and coordinated manner. The Comprehensive Plan process should be conducted to inform the code-writing process and a Steering Committee, made up of citizens and officials of the City of Dunwoody shall inform both components.

TASK 1: COMMUNITY PARTICIPATION PLAN

Community participation shall be conducted in a coordinated manner between the creation of the Comprehensive Plan and the Unified Development Ordinance.

The following provides an outline of the key steps in the development of the Comprehensive Plan. The City of Dunwoody's Comprehensive Plan and Unified Development Ordinance need to be developed to effectively hear the City's population and to understand the community's desires regarding the required elements of the plan and the intent of the community's citizens to establish an orderly plan to prioritize and accomplish diverse goals and objectives.

The consultant shall provide a community participation plan that meets minimum state standards as well as City adoption requirements, which include a Planning Commission public hearing, a City Council public hearing, and a second City Council read for each the Comprehensive Plan and the UDO. The consultant shall budget and time for a deferral at each entity.

In addition, in consultation with City staff, the consultant shall propose a steering committee of stakeholders, City officials, and residents. A steering committee shall guide the development of both the Comprehensive Plan and the UDO.

Beyond the minimum participation described above, the consultant shall provide community participation methods that solicit input on the development vision, goals, actions, and code language proposed. This may include surveys, open houses, charettes, visioning exercises and other tools. A specific emphasis shall be given to underrepresented parts of the community. The consultant shall identify said groups using factors such as age, racial composition, and income levels.

TASK 2: COMMUNITY ASSESSMENT

The consultant shall complete a community assessment that includes the following components:

- Data collection and analysis
- Preliminary and final identification of character areas
- Preliminary and final identification of community issues

Rather than a comprehensive and broad existing conditions analysis, the City seeks an abbreviated analysis with a detailed discussion of three to five to-be identified areas of community-wide importance. The consultant will identify and propose these areas of community-wide importance and select each in coordination with City staff.

TASK 3: CODE ASSESSMENT

Based on the community assessment, the consultant shall review the Dunwoody Code of Ordinances and other adopted plans. The review shall focus on the areas where the current Code addresses the identified issues and community goals.

The assessment shall include a review of the included procedures for compliance with Georgia state law.

TASK 4: COMMUNITY AGENDA

The consultant shall complete a community agenda that includes:

- Community vision, goals, policies, and action item
- Community needs and opportunities
- Character areas
- Community work program

The outcomes of the community agenda should directly inform the objectives for the drafting of the UDO. Priority for any selected policies and action items should be given to those that could be codified or achieved through the UDO writing process.

TASK 5: STATE & REGIONAL REVIEW OF COMPREHENSIVE PLAN TEN YEAR UPDATE

The consultant shall coordinate the review with state and regional entities, including the Atlanta Regional Commission and the Department of Community Affairs.

TASK 6: ADOPTION PROCESS OF COMPREHENSIVE PLAN TEN YEAR UPDATE

The consultant shall coordinate the City adoption process and be responsible for presenting the plan to the City Council and the Planning Commission.

TASK 7: UNIFIED DEVELOPMENT ORDINANCE

Based on the Code Assessment, the consultant shall create a unified development ordinance that combines zoning ordinance, land development regulations and building regulations.

The ordinance shall be written so it can easily be included into Municode and shall not include any tables or text sections that are formatted as a graphic.

Key tasks for the consultant shall include:

- Consolidation of the number of zoning districts to the extent practicable
- Creation of dedicated zoning district for parks, schools, places of worship and other institutional uses
- Consolidation of processes and triggers. For instance, variances and special exceptions are functionally similar and should be combined, and clear triggers to distinguish land disturbance permits from minor site work permits should be created

TASK 9: ADOPTION PROCESS OF UNIFIED DEVELOPMENT ORDINANCE

The consultant shall coordinate the City adoption process and be responsible for presenting the UDO to the City Council and the Planning Commission at several public hearings.

STATEMENT OF QUALIFICATIONS FORM**RFP 24-02****DEVELOP COMPREHENSIVE TEN-YEAR PLAN AND
CREATION OF A UNIFIED DEVELOPMENT ORDINANCE (UDO)**

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at <http://dunwoodyga.gov>) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 24-02 Develop Comprehensive Ten-Year Plan and Creation of a Unified Development Ordinance (UDO), at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, we can terminate for cause.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company _____ Name: _____

Work is to commence on or about May 1, 2024. This contract shall be for two years with a one-year City option for extension.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City’s termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The Proposer agrees to provide all work described in this document.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes _____ No _____

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

GENERAL CONDITIONS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. WORK HOURS

- 3.1 Meetings can be held at anytime from the direction of the project manager. Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.

In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.

- 3.2 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on City managed storage sites and/or servers (City managed Sharepoint Site etc.)

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3

Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.
- 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
- 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. ITEMS PROVIDED BY THE CITY

- 5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.
- 5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.
- 5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.
- 5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.
- 5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.
- 5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

6. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

7. PERFORMANCE REQUIREMENTS

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.
- 7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- 7.6 The Contractor will make a reasonable effort to reply to e-mails and phone calls from City personnel within 1 business day. When a response is anticipated to take more than 1 business day to prepare, the Contractor will acknowledge the request immediately and provide an estimated time to deliver the complete response. In addition, the contractor shall make every reasonable effort to respond to formal written communication from the City within 3 business days of receipt.

8. CONFIDENTIAL INFORMATION

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

10. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due

amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 4800 Ashford Dunwoody Road, Dunwoody, GA 30338.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City

- agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 15.1 A surety Bond/Letter of Credit is not required for this Contract.
- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

17. SUBCONTRACTORS

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- 17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

- 18.1 In the event that:
- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
 - 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 - 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 - 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.
- 18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed

hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the vent of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

19. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

20. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

21. NOTICES

- 21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
 ATTN: City Manager
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

22. NONDISCRIMINATION

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in

addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

23. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

24. GENERAL PROVISIONS

- 24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.
- 24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 24.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by

the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the

Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

24.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.

24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.

24.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

24.25 Contractor must adhere to the City's Travel Policy.

* * * * * END OF GENERAL CONDITIONS * * * * *

RFP NO: 24-02 / DUE: MARCH 7, 2024

ORIGINAL

City of Dunwoody Comprehensive 10-Year Plan & Creation of a Unified Development Ordinance



SUBMITTED BY:

TSW
Primary Contact: Allison Stewart-Harris, Project Manager
 1447 Peachtree Street NE, Suite 850
 Atlanta, GA 30309
 Main: 404.873.6730
 Direct: 470.751.2474
 Email: astewart-harris@tsw-design.com
 Web: www.tsw-design.com



April 11, 2024

Richard McLeod, MPA
Director of Community Development
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Dear Mr McLeod:

Thank you for the opportunity to work with the City of Dunwoody in developing the Comprehensive Plan Update and UDO Update--we are thrilled to be your selected team!

Enclosed please find a modified proposal for your consideration. The modifications include:

- Clarification regarding a single Steering Committee's to guide both the Comprehensive Plan Update and creation of the UDO (page 3)
- Incorporation of a Sustainability Element (page 7)
- A future option for more detailed study as an additional service with cost estimates (page 10)
- Revision of the project schedule for targeted City Council approval of the Comprehensive Plan Update in June 2025 (pages 35-36)

It should be noted that none of the above changes affected the proposed project cost of \$499,990. We welcome further discussion and negotiation on any of these items.

Additionally, TSW requests adding the following language (page 9) that will apply to all deliverables:

"The City must designate one individual to share the City's comments about draft documents with the TSW Team. When City staff or departments disagree on a recommend direction, the City must either 1) come to consensus before sharing comments with the TSW Team, or 2) identify these areas of disagreement for further discussion between the City and the TSW Team."

We look forward to getting started.

Sincerely,

Caleb Racicot, Principal

Planners • Architects • Landscape Architects
1447 Peachtree Street NE, Suite 850 • Atlanta, GA 30309

SECTION 1:

Project Approach

General Approach

Although this project will have two distinct, substantive deliverables—the Comprehensive Plan Update and the Unified Development Ordinance (UDO)—our proposed approach integrates the two into a single planning process. This will particularly be the case for engagement, in which almost all public meetings and events will be designed to ultimately inform both documents.

The development of both documents will begin at the same time, but much of the early engagement will focus on the Comprehensive Plan Update. The Comprehensive Plan Update is intended to be a 10-year update to the most recent plan, conducted in collaboration with the Atlanta Regional Commission in 2020. The 2020 plan was a light update, and much has changed in Dunwoody and the region since. As such, TSW anticipates that this 10-year plan will be substantial, and will require significant amounts of more detailed, new content—specifically around laying the foundation for the new UDO.

The new Unified Development Ordinance will be one of the City’s main tools for implementing the Comprehensive Plan Update. The UDO will revamp the city’s zoning, land development, and building regulations as needed, and combine them into a single, user-friendly document.



We see the Comprehensive Plan Update serving three primary functions:

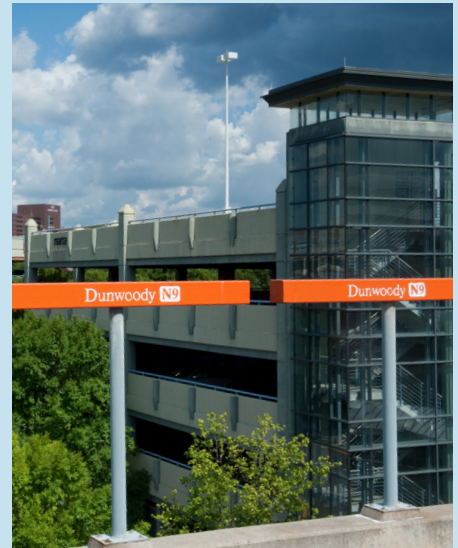
1. Meeting the State of Georgia minimum requirements for Local Comprehensive Planning
2. Thoughtfully consolidating the City’s recent planning work—such as the Dunwoody Village Master Plan, the Edge City 2.0 LCI plan, the Georgetown-Shallowford Master Plan, the Comprehensive Transportation Plan, the Trail Master Plan—into a single, integrated planning document.
3. Providing a clear, streamlined policy direction that will guide the new Unified Development Ordinance (UDO).

We see the new UDO process as serving three primary functions:

1. Assessing existing codes from both technical and policy perspectives. As used here, “technical” refers to the overall layout, writing, and clarity of the codes, while “policy” refers to their actual standards.
2. Making technical code updates to create a modern, internally consist, and user-friendly document that is easy to both develop under and administer.
3. Making policy code updates so that the standards fully support the vision emerging from the Comprehensive Plan Update.

SECTION 1: PROJECT APPROACH

Dunwoody has a wide variety of existing land use patterns



SECTION 1: PROJECT APPROACH

Detailed Approach

The following detailed approach refines and expands upon key sub-tasks of the TSW Teams’ approach to updating the Comprehensive Plan and developing the UDO.

TASK 0: PROJECT MANAGEMENT

- 0.1 Project Management.** TSW will manage the project, including a monthly project check-in with the project management team and timely submission of invoices.
- 0.2 Project Kickoff Meeting.** Within two weeks of receiving a notice to proceed (NTP), TSW will facilitate a project kick-off meeting with City staff and key members of the consultant team. At this meeting, the team will review the project scope and schedule, discuss expectations, and present a draft community engagement plan for review. Following the meeting will be a tour of Dunwoody focused on areas of change in the last five years, as well as sites and areas that show how the existing codes are and are not working well.

Task 0 Deliverables:

- Project Management Meeting Minutes
- Project Kick-off Meeting Materials and Minutes

TASK 1: COMMUNITY PARTICIPATION

- 1.1 Community Participation Plan.** TSW will work with the City of Dunwoody to create and execute a community participation plan to best engage many different voices and perspectives, which will determine a vision and code for Dunwoody’s future. Our program will emphasize meeting the community where they are, including tabling at community events, conducting outreach at popular gathering spaces, and using technology-enabled methods. The plan will clearly map out engagement for both the Comprehensive Plan and the UDO, with a focus on integrating them in a way that is accessible and easy to understand.
- 1.2 Project Website.** The TSW Team will develop, launch, and maintain a project website that will serve as the public’s online portal to both the Comprehensive Plan Update and the UDO.
- 1.3 Public Hearing #1: City Council Public Kick-Off.** To kick off the project and satisfy State law regarding public hearings, TSW will present an introduction of the Comprehensive Planning process and new UDO to the City Council as part of a regularly scheduled public hearing.
- 1.4 Steering Committee Meetings.** *A single Steering Committee will guide both the Comprehensive Plan update and the UDO development process.* TSW will work with the City to identify specific individuals; at a minimum, the Committee will be comprised of members representing economic

Community participation approach - an integrated process for both efforts

Because the Comprehensive Plan and UDO are so closely related, TSW recommends starting some UDO policy discussion while the Comprehensive Plan Update is occurring, rather than waiting for the plan to be adopted. In our experience, public conversations about “codes” are most effective when framed as “planning” discussions. All of the engagement tasks are intended to serve the purposes of both the Comprehensive Plan and the UDO.

SECTION 1: PROJECT APPROACH

development, Dunwoody elected officials, City staff, residents, the development community, business owners, and other stakeholders. TSW will manage the invitation and scheduling process, and will facilitate all meetings. Up to nine (9) Steering Committee meetings are anticipated to address both the Comprehensive Plan Update and the UDO.

- 1.5 Stakeholder Interviews/Focus Groups.** After receiving input from the initial Steering Committee meeting, TSW will schedule up to 16 hours of virtual interviews and focus groups with various Dunwoody stakeholders. At minimum, the TSW Team will speak with the Planning Commission, Perimeter CIDs, neighboring jurisdictions, and elected officials. These interviews are intended to inform both the Comprehensive Plan Update and the UDO.
- 1.6 Online Survey.** The best way to meet community members where they are is through the use of online tools. TSW will design an online survey to capture preliminary input from the community on the future of the City, including the use of a visual preference survey. As a part of this survey, a demographic questionnaire will be collected to ensure that responses are representative of Dunwoody's diverse community, particularly underrepresented groups.
- 1.7 Public Workshop #1.** TSW will design this first workshop to be both informative and highly interactive. The team will share information about the Comprehensive Plan and new UDO processes, but will focus on needs, opportunities, and overarching goals for both.
- 1.8 Public Workshop #2.** The second public workshop will also serve both the Comprehensive Plan Update and the UDO. The anticipated focus is on future land use/character area policy, and key questions for the community that will impact how these policies are implemented via the UDO—but will be communicated in higher level planning ideas. This meeting will also be the forum for sharing draft strategies to respond to the key needs and opportunities, as well as finalizing preliminary direction for the UDO's structure.
- 1.9 Pop-Up Event.** Pop-Up events are a great method to solicit feedback from community members who otherwise would not participate in a Comprehensive Planning or UDO process, but whose voices are still critical in shaping Dunwoody's future. TSW will identify one event or festival like Dunwoody Art Festival, Food Truck Thursdays, and Pics in the Park and coordinate with event organizers to have TSW Team representatives there to promote the planning process and encourage engagement.
- 1.10 Open House #1 and Online Exercise.** The first open house will primarily be used to share key content from the fully drafted Comprehensive Plan Update. The open house format will allow community members to drop in, review the plan material, and chat with the TSW Team on their own schedule. This open house will also be an opportunity to ask any additional questions needed to inform direction for the UDO. For members of the public who are unable to attend the open house in person, an online exercise will be developed and advertised to lead people through the major aspects of the plan and provide another opportunity for input.
- 1.11 Open House #2.** Once the UDO has been drafted, TSW will present the draft code at an open house. This will allow community members to drop in, review the plan material, and chat with the TSW Team on their own schedule. It will also clearly tie components of the UDO to the Comprehensive Plan Update, demonstrating the critical link between the two.

[For Comprehensive Plan adoption hearings, please see Task 5; for UDO Adoption Hearings, please see Task 7]

SECTION 1: PROJECT APPROACH

Previous Community Engagement Efforts



SECTION 1: PROJECT APPROACH

Task 1 Deliverables:

- Community Participation Plan
- Public Hearing #1 Presentation
- Steering Committee Meeting (9) Materials and Minutes
- Stakeholder Interviews/Focus Groups Materials and Minutes
- Online Survey
- Public Workshop #1 Materials and Summary
- Public Workshop #2 Materials and Summary
- Pop-Up Event Materials and Summaries
- Open House #1 Materials and Summary
- Guided Online Exercise
- Open House #2 Materials and Summary

TASK 2: COMPREHENSIVE PLAN – COMMUNITY ASSESSMENT

- 2.1 Data Collection, Analysis, and Basemap Creation.** The City will provide existing and previous plans and GIS data to the TSW Team. TSW will create a project basemap based off these layers and other publicly accessible data.
- 2.2 Report of Accomplishments Review.** The TSW Team will document the tasks accomplished from the previous Comprehensive Plan in the required report of accomplishments. Items not completed will be carried over to the new community work program or noted as canceled.
- 2.3 City Snapshot.** TSW will summarize data and relevant plans into one concise “City Snapshot” that represents Dunwoody in this moment of time, including demographic changes, development trends, and other key features of the community.
- 2.4 Key Needs and Opportunities.** Combined with engagement completed in Task 1, TSW will leverage the data collection and analysis to inform a preliminary list of needs and opportunities. In concert with the Steering Committee and City staff, the team will identify the top three to five major needs and opportunities and do a “deep dive” into each, exploring them in greater detail.

Task 2 Deliverables:

- Project Basemap
- Report of Accomplishments
- City Snapshot (to be incorporated into the Draft Comprehensive Plan, Task 3.9)
- Key Needs and Opportunities Summary (to be incorporated into the Draft Comprehensive Plan, Task 3.9)

TASK 3: COMPREHENSIVE PLAN – COMMUNITY AGENDA

Note: In the City’s RFP this was shown as Task 4. However, we recommend that the Community Agenda, especially Tasks 3.1 and 3.2, is substantially developed prior to undergoing Task 4: Code Assessment.

- 3.1 Community Vision, Goals, and Policies.** Based on findings from the first phase of engagement and the community assessment, TSW will frame out the Comprehensive Plan with a community vision, goals, and policies with a particular focus on how to address the three to five major needs identified in 2.4, and how they interrelate with one another.
- 3.2 Land Use Element.** As the backbone of the Comprehensive Plan, the Land Use Element will shape Dunwoody’s future growth and provide policy direction for the UDO. This element will reference the previous plans’ character areas and future land use map with a focus on making these cohesive, more integrated, and easy to follow. Additionally, public input, technical analysis of growth patterns, and infrastructure investments will inform changes to the future land use plan.

SECTION 1: PROJECT APPROACH

- 3.3 Housing Element.** The Housing Element will provide additional context to housing-related needs and opportunities, and their inter-relationships with the Land Use Element. It will also combine GIS technical analysis with community desires to inform a high-level housing strategy.
- 3.4 Economic Development Element.** The Economic Development element will include a summary of existing economic conditions, highlighting Dunwoody's business environment and trends.
- 3.5 Transportation Element.** Dunwoody has recently completed two key transportation plans: the Dunwoody Road Safety Action Plan and Dunwoody Trail Master Plan. To avoid duplication, the transportation element will pull most information from these documents, summarizing existing conditions, highlighting key needs and opportunities from Task 2.4, and providing action items to implement needed transportation improvements.
- 3.6 Broadband Element.** The TSW Team will develop the required Broadband Element, with particular attention to where better broadband access will support future development.
- 3.7 Sustainability Element.** While not required, the Atlanta Regional Commission is encouraging communities to include a Sustainability and Resilience element in their Comprehensive Plans. This new element will reflect a goal in the current plan that stated an interest in maintaining and strengthening the City's commitment to sustainable practices.
- 3.8 Community Work Program.** The Community Work Program will summarize the action items from each of the plan elements into the five-year work program required by the state of Georgia, specifying the responsible party, time frame, and funding source.
- 3.9 Draft Comprehensive Plan Update.** The TSW Team will submit a complete draft of the Comprehensive Plan to the City of Dunwoody. The City will have a minimum of three weeks to review and provide one consolidated set of comments from all relevant city departments.

Task 3 Deliverables:

- Draft Comprehensive Plan Update (includes all elements listed in Task 3)

TASK 4: CODE ASSESSMENT

- 4.1 Technical Analysis.** Review the existing codes and identify issues and opportunities related to writing, formatting, consistency, clarity, and legal basis.
- 4.2 Policy Analysis.** Review the existing codes and identify how well the codes do or do not support the issues and community goals identified in Task 3.
- 4.3 Legal Analysis.** A summary of legal team observations, which may be included in the Technical and Policy Analysis or in a freestanding section.
- 4.4 Technical Approach.** Propose an approach to address any technical deficiencies identified in Task 4.1.
- 4.5 Policy Approach.** Propose alternatives to address the policy inconsistencies identified in Task 4.2. Identifying the community's preferred alternatives will be incorporated into the Comp Plan process.
- 4.6 Zoning Map Approach.** Propose approaches to updating the Official Zoning Map, if needed.
- 4.7 Policy Alternatives.** Identify potential alternatives to address the policy inconsistencies identified in 4.2. Identifying the community's preferred alternatives will be incorporated into the Comp Plan process.

SECTION 1: PROJECT APPROACH

Task 4 Deliverable:

- Code Assessment Document

TASK 5. COMPREHENSIVE PLAN – ADOPTION ASSISTANCE

Note: In the City’s RFP this was shown as Tasks 5 and 6. We recommend combining them and updating them as shown below to align with ARC and DCA procedures.

- 5.1 Presentation of Draft Comprehensive Plan to Planning Commission.** To follow City policy, TSW will present the draft Comprehensive Plan Update to the Dunwoody Planning Commission ahead of its second Public Hearing with City Council.
- 5.2 Public Hearing #2.** Once the planning commission approves the draft plan, TSW will present the plan to City Council at a public hearing. At this meeting, TSW will request approval to transmit the Comprehensive Plan to ARC and DCA.
- 5.3 Transmittal to ARC and DCA.** After City Council approves the plan for transmittal, TSW will submit the plan and the required transmittal letter to ARC and DCA.
- 5.4 Final Comprehensive Plan.** The TSW Team will address any comments from ARC and DCA. Once comments are addressed, TSW will provide the final draft to City staff for final comments and approval. The City will provide a consolidated set of comments to TSW within three weeks of receipt.
- 5.5 City Council Presentation for Adoption.** TSW will present the final Comprehensive Plan for adoption at a City Council meeting.

Task 5 Deliverables:

- Draft Comprehensive Plan Presentation
- Transmittal Letter
- Final Comprehensive Plan
- Final Comprehensive Plan Presentation

TASK 6: UDO – ORDINANCE DEVELOPMENT

- 6.1 Draft UDO Version 0 (V0) Discussion Draft.** Prepare the draft UDO for City staff review and comment. Once the code writing process begins, the TSW Team often identifies additional items that need confirmation from the City and the steering committee.
- 6.2 Draft UDO V0 Review.** After allowing adequate time to review the draft, team members will meet with City staff up to four times to discuss comments and revisions. After staff review, a Steering Committee meeting is recommended to review it.
- 6.3 Draft UDO V1.** The draft UDO will be updated in response to comments received in Task 6.2.
- 6.4 Draft UDO V1 Review.** After allowing adequate time for review, the TSW Team will meet virtually with City staff to discuss comments and recommended revisions. Following staff review, a public review draft of the code will be prepared.
- 6.5 Draft UDO V2 and Public Review.** After delivery of the Draft UDO V2, and after allowing adequate time for distribution and review, the team will facilitate an open house (Task 1.11) to present the draft Code V2 and solicit input. At least one Steering Committee meeting is recommended as part of this draft.
- 6.6 Draft UDO V3.** Revisions based on comments from the City and the public will be made. Draft UDO V3 (a public hearing draft, ready for the formal public hearing process) will be provided.

SECTION 1: **PROJECT APPROACH**

Task 6 Deliverables:

- Draft UDO V0, V1, V2, V3 and Support Materials

TASK 7: UDO – ADOPTION ASSISTANCE

- 7.1 Bi-weekly Check-ins.** Meet virtually with City staff every two weeks for the duration of Task 7.
- 7.2 Planning Commission.** Attend up to six Planning commission Hearings to review the UDO V3. Modify, as directed by City staff.
- 7.3. City Council.** Attend up to four City Council hearings
- 7.4. Final UDO.** After adoption, final revisions will be made, and a final copy of the UDO will be delivered, including all photos, images, and graphics in digital format.

Task 7 Deliverables:

- Bi-weekly Check-in Meeting Minutes
- Planning Commission Materials
- City Council Materials
- Final UDO

City Review Responsibilities

The City must designate one individual to share the City’s comments about draft documents with the TSW Team. When City staff or departments disagree on a recommend direction, the City must either 1) come to consensus before sharing comments with the TSW Team, or 2) identify these areas of disagreement for further discussion between the City and the TSW Team.

Fee

The proposed fee for the above scope of work is \$499,990. lump sum.

SECTION 1: PROJECT APPROACH

Additional Services

The items listed below are additional services that the City of Dunwoody may wish to pursue as part of the Comprehensive Plan Update and UDO process. They are not included in the overall fee, but costed separately for the City’s consideration.

COMPREHENSIVE PLAN

- A.1 Quality of Life Element for Comprehensive Plan. Parks, schools, arts, and culture all contribute to a high quality of life. This element will outline how to advance goals and action items for these valuable community resources.
A.2 Small Area Concept Plan. Should Dunwoody wish to study a specific geography in greater detail, TSW will prepare a small area concept plan that looks at land use, transportation, and urban design, and will include an additional workshop and summary deliverable.

UDO

- A.3 Code Testing. While testing the draft ordinance on real development sites is included under the base fee, this additional work would be conducted with staff and stakeholders such as developers, designers, and architects, to test the draft Zoning Ordinance, understand how well it functions, and determine if gaps/needs remain. The tests will utilize real sites to check the spatial and programmatic fit of typical and new buildings. It is extremely important to the success of this project to ensure that the standards are buildable and easy to understand.

This task will include a half-day code testing workshop where team members travel to Dunwoody to meet with staff and discuss the testing, developing up to two site plans and two digital massing models of up to 14 sites showing how they could be developed under current regulations and the proposed Preliminary Draft, and identification of recommended code changes based on site testing.

- A.4 Technical Manual. Should Dunwoody wish to create a more detailed UDO, TSW will prepare a Technical Manual that includes construction details and other detailed guidance as identified in UDO tasks.

Table with 4 columns: ADDITIONAL SERVICES, LABOR, DIRECT COST, TOTAL. Rows include A.1 QUALITY OF LIFE ELEMENT, A.2 SMALL AREA CONCEPT PLAN (EACH, TYPICAL), A.3 CODE TESTING, and A.4 TECHNICAL MANUAL.

SECTION 2:

Team Qualifications

TSW Team Overview

TSW has brought together a skilled group of planners, code writers, engineers, legal experts, and outreach specialists to provide the City of Dunwoody with the range of knowledge that will be essential for this effort. The team will be managed by **TSW**, which will guide the comprehensive plan and UDO preparation and focus on land use and zoning, placemaking, and community engagement. Assisting TSW will be **Kimley-Horn** for transportation, economic development, and community engagement, **Code Studio** for UDO best practices and codification, and **Cooley Planning & Land Use Law** for legal review and recommendations.

TSW Overview

TSW is a full-service planning, architecture, and landscape architecture firm comprised of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, Georgia, as a corporation in 1990. With approximately 40 full-time employees in our Atlanta headquarters and satellite offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our small office size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 30 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. We are involved in all stages of community planning and design, including outreach, visioning, coding, site planning, architecture, and streetscape design, and are proud to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast.

As a multidisciplinary firm of designers, TSW offers our clients the cumulative experience of our diverse studios' knowledge and skillsets, which results in a unique, holistic approach to design. We believe in creating context-sensitive, livable, and sustainable communities, and incorporating our real-world knowledge of environmental issues, user experience, development and retail economics, and feasibility into every project design. Because we generate ideas through a fluid, multidisciplinary and collaborative process, our team is able to provide unique design solutions that go beyond the typical approach to conventional design methodologies. In addition, our commitment to creating meaningful public engagement allows us to incorporate the aspirations of community stakeholders and build on local and/or regional identity.

TSW's personnel includes approximately 40 full-time employees, several of whom work in multiple studios. Our staff members include:

- 21 planners (13 w/ AICP accreditation)
- 1 transportation planner/engineer
- 11 registered landscape architects
- 5 landscape designers
- 4 registered architects
- 6 architectural designers
- 2 administrative employees



SECTION 2: TEAM QUALIFICATIONS

Kimley-Horn Overview

Kimley-Horn is a national planning and design consulting firm that specializes in transportation and urban design. Founded in 1967 by transportation engineers in Raleigh, North Carolina, Kimley-Horn became well known for our expertise in transportation planning and traffic engineering. In the early 1970s, the firm built an impressive track record in regional and urban area transportation planning, traffic impact analysis, parking planning and design, traffic control system design, and statewide and local traffic operations and safety studies.

Today, Kimley-Horn has more than 7,500 employees that serve a wide range of clients across many disciplines from 115+ offices nationwide. Our multidisciplinary experience covers a wide range of services within transportation planning and engineering, landscape architecture and urban design, environmental planning and design, and public policy. Kimley-Horn's planners, urban designers, and engineers have a history of partnering with communities to develop progressive, context-sensitive, and actionable plans.

Kimley-Horn Contact Information

Eric Bosman, Vice President
 1200 Peachtree Street NE, Suite 800
 Atlanta, GA 30309
 Main: 404.419.8700
 Email: eric.bosman@kimley-horn.com
 Web: www.kimley-horn.com

Code Studio Overview

Code Studio pursues planning and implementation work that yields vibrant, mixed use, walkable communities through creative urban infill, incremental redevelopment and transformational change. Founded in 2006, the firm is nationally renowned for its highly visual page layout, simple graphics and easily understood and enforced text. The firm works across the United States completing combined plan and code projects, as well as working on codes in places planned and designed by others.

Our approach focuses on translating planning and design concepts into regulatory language to create the physical "place" envisioned by a community. When we craft new regulations, we believe they must be fully understood by local citizens and property owners, be easily administered by local staff, produce a predictable end result, and above all, fit within the existing legal and regulatory framework.

Our codes address building mass, building placement, the form of existing streets, the creation of new streets and other public spaces, and height—all details that directly encourage (or discourage) pedestrian activity and mixed use. Our codes address the public spaces that private buildings shape. Rather than relying on a myriad of uses or arcane density prescriptions, our codes are proactive in specifically describing the form of the desired built environment.

Code Studio Contact Information

Christy Dodson, Associate Principal
 887 W. Marietta Street NW, Suite M-201
 Atlanta, GA 30318
 Main: 512.478.2200
 Email: cdodson@code-studio.com
 Web: www.code-studio.com

SECTION 2: TEAM QUALIFICATIONS

Cooley Planning & Land Use Law Overview

The firm's practice is focused on land use, zoning and real estate law. Joseph Cooley brings experience as an experienced attorney, AICP certified planner, community development director, and registered landscape architect together to assist clients through the development process. We also provide legal review of new codes and updates to ensure that they meet the intent of the municipality or county, are easily understandable, and legally defensible. Examples include McDonough Unified Development Ordinance, Doraville Livable Community Code, Highlands N.C. Unified Development Code, Green County Landfill Ordinance, and Sandy Springs City Center Sign Ordinance. Our understanding of legal processes, constitutional issues, and community planning provides the basis to allow us to help develop easily understandable codes for communities that meet their goals and desires.

Cooley Planning & Land Use Law, LLC Contact Information

Joseph L. Cooley, Attorney and Counselor at Law
355 Knoll Woods Drive
Roswell, GA, 30075-3408
Mobile: 770.778.4776
Email: cooleylandlaw@gmail.com

SECTION 2: TEAM QUALIFICATIONS

TSW Team Organizational Chart

TSW TEAM PROJECT MANAGEMENT:
 Principal-in-Charge: Caleb Racicot
 Project Manager: Allison Stewart-Harris
 Deputy Project Manager: Anna Baggett

COMMUNITY ENGAGEMENT

<p>TSW Anna Baggett – Lead Allison Stewart-Harris Caleb Racicot Allison Sinyard + Support Staff</p>	<p>Kimley-Horn Eric Bosman Jonathan Tuley Louis Taboada + Support Staff</p>	<p>Code Studio Lee Einsweiler Christy Dodson Shanique Mason + Support Staff</p>
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COMPREHENSIVE PLAN

TSW
Allison Stewart-Harris – Lead
 Caleb Racicot
 Anna Baggett
 Allison Sinyard
 + Support Staff

Kimley-Horn
 Eric Bosman
 Jonathan Tuley
 Luis Taboada
 Elena Oertel
 Kurt Heischmidt

UNIFIED DEVELOPMENT ORDINANCE

TSW
Caleb Racicot – Lead
 Allison Sinyard
 + Support Staff

Code Studio
 Lee Einsweiler
 Christy Dodson
 Shanique Mason
 Bertrand Bahizi

Kimley-Horn
 Luis Taboada

Cooley Planning & Land Use Law
 Joseph Cooley

TSW Team Dedication to the Project

TSW has a stringent policy about only pursuing work that we have available staff for, ensuring a detailed, implementation-based planning process that stays on time and on budget. The staff members who are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member does need to be replaced because of unforeseen circumstances, the City will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience.

SECTION 3: PERSONNEL



Caleb Racicot, AICP, LEED AP

Principal-in-Charge / Code Specialist / Community Planner

Caleb, a Principal at TSW, is a community planner specializing in urban design, smart growth codes, community retail strategies, and the use of corridor studies as catalysts for community building. Caleb has worked in both the public and private sectors and led numerous community workshops. Caleb frequently speaks on coding implementation to municipalities, professional organizations, and neighborhood groups.

Education:

2001 Master of City Planning
Georgia Institute of Technology

1997 Bachelor of Science in Environmental Design
University of Massachusetts at Amherst

Professional Affiliations:

- American Planning Association
- American Institute of Certified Planners
- CNU

Awards:

- 2021 GPA Outstanding Planning Process for City of Decatur's Destination 2030
- 2017 VeloCity Award for Bike-Friendly Policy: Atlanta Zoning Update
- 2012 GPA Outstanding Plan Implementation: Crabapple SmartCode and TDR Ordinance



Representative Projects

Dunwoody Village Master Plan Update & Dunwoody Village District Regulations (Dunwoody, GA) – Principal-in-Charge for update to the 2011 Dunwoody Village Master Plan to include proposed street improvements and new district regulations that included general regulations, building types, and open space types.

City of Atlanta Zoning Ordinance Rewrite (Atlanta, GA) – Principal-in-Charge/Project Manager to conduct a general assessment and rewrite of the existing Zoning Ordinance, focusing on policy strengths and weaknesses and identification of other municipal zoning ordinance models/typologies that may be appropriate for the City and will work under State Zoning Statutes.

City of Atlanta Comprehensive Development Plan (Atlanta, GA) – Principal-in-Charge for three phase planning process, in concert with the City's Zoning Ordinance Rewrite, for guidance on growth and development. The three phases include land use, core planning elements, and other planning and implementing elements.

City of Milton Unified Development Codes and Form-Based Codes (Milton, GA) – Principal-in-Charge for Unified Development Code effort and locally-calibrated SmartCode for the Crabapple and Deerfield (Highway 9 corridor) areas.

City of Snellville Towne Center Districts (Snellville, GA) – Principal-in-Charge for Towne Center Districts regulations to support the vision of the 2003 LCI, 2030 Comprehensive Plan, and Towne Center Master Plan.

Decatur Unified Development Ordinance (Decatur, GA) – Principal-in-Charge/Project Manager for developing a unified development code that supports the 2010 Decatur Strategic Plan.

City of McDonough Unified Development Ordinance (McDonough, GA) – Principal-in-Charge for developing a unified development code.

City of Hampton Zoning Update (Hampton, GA) – Principal-in-Charge for comprehensive update of this small city's zoning and subdivision codes, including community engagement, code writing, and coordinating with subconsultant experts.

Perimeter Community Improvement Districts Planning Services (Fulton and DeKalb Counties, GA) – Principal-in-Charge for various planning services, including an LCI update, code updates, and public place standards.

SECTION 2: TEAM QUALIFICATIONS



Allison Stewart-Harris, AICP
Project Manager / Senior Planner

Allison joined TSW in 2022 as a Senior Associate to lead the Planning Studio. She has a broad range of experience in developing livable, memorable places throughout the southeast, with a special focus on comprehensive planning, open space planning, and the connection between land use and transportation.

Representative Projects:

Education:

2006 MCRP, City and Regional Planning University of Pennsylvania

2006 Historic Preservation Certificate University of Pennsylvania

2004 BA, History Rice University

Professional Status:

- American Institute of Certified Planners

City of Norcross Comprehensive Plan and Unified Development Ordinance (Norcross, GA) - Senior Planner on the City of Norcross' Comprehensive Plan and ongoing planning support contract, which included working directly with the City's citizen committees. The Comprehensive Plan was a full overhaul of the previous plan, focusing on embracing the diversity of Norcross and its evolution into a urbanizing place with a high quality of life.

Gwinnett County 2045 Unified Plan (Gwinnett County, GA) - Project Manager and Lead Planner for development of Gwinnett County's 2045 Unified Plan, which focuses on designing a typology of Gwinnett's "daily communities" and provides recommendations for strategic redevelopment that fits within the County's suburban and diverse community context.

City of Brookhaven Bound for 2044 Comprehensive Plan (Brookhaven, GA) - Project Manager and Lead Planner for TSW's role in updating the City of Brookhaven's comprehensive plan. TSW's role focused on future land use and character area policy, arts and culture priorities, and engagement. With strong character area foundations, the land use plan had a more nuanced approach, defining policies for specific sub-areas and integrating missing middle housing backed by technical analysis.

Henry County Comprehensive Plan Update (Henry County, GA) - Project Manager and Senior Planner for the County's update to the comprehensive plan. Provided project leadership and developed an innovative strategy to land use policy that balances flexibility with predictability.

Douglasville Zoning Administration Staff Augmentation (Douglasville, GA) - Served as one of the City's interim Zoning Administrators during a time of transition, working with applicants, interpreting the City's zoning code, managing the sign permit program, and supporting the City's Planning Commission.

Paulding County Comprehensive Plan (Paulding County, GA) - Project Manager for development of Paulding County's update to its comprehensive plan that was developed in coordination with the County's Comprehensive Transportation Plan. Building off the strong existing plan already place, the update focused on defining policies for community crossroads and special areas particularly around how to preserve rural character in the face of oncoming growth.

Douglas County Comprehensive Plan and Small Area Updates (Douglasville, GA) - Project Director for the update to Douglas County's Comprehensive Plan and small area studies for the Winston and Lithia Springs areas. The update takes a closer look at future land use, refining character areas, and providing more detailed guidance to areas that have suffered neglect and disinvestment over the past 20 years.



SECTION 2: TEAM QUALIFICATIONS



Anna Baggett, AICP

Deputy Project Manager / Community Planner

Anna joined TSW in 2022 as a community planner in the Planning Studio. With a strong background in land use policy, transportation, and climate resiliency, Anna manages and supports planning studies that manage growth with a focus on enhanced mobility and connectivity, sustainability, and community engagement. She also supports planning efforts with mapping and graphic skills, including proficiency in ArcGIS Pro, ArcMap, Adobe Illustrator, and InDesign.

Anna previously worked at VHB as a community planner and the Atlanta Regional Commission as a Senior Planner.

Representative Projects:

City of Brookhaven Bound for 2044 Comprehensive Plan (Brookhaven, GA) - Deputy Project Manager for TSW's role in updating the City of Brookhaven's comprehensive plan. TSW's role focused on future land use and character area policy, arts and culture priorities, and engagement. With strong character area foundations, the land use plan had a more nuanced approach, defining policies for specific sub-areas and integrating missing middle housing backed by technical analysis.

Douglas County Comprehensive Plan Update and Special Area Studies (Douglas County, GA) - Deputy Project Manager for the development of Douglas County's update to its comprehensive plan. The update focused on adding character areas that worked together with the County's parcel-specific future land use plan. Small area plans tested out these new policies.

Paulding County Comprehensive Plan* (Paulding County, GA) - Planner for development of Paulding County's update to its comprehensive plan that was developed in coordination with the County's Comprehensive Transportation Plan. Building off the strong existing plan already place, the update focused on defining policies for community crossroads and special areas particularly around how to preserve rural character in the face of oncoming growth.

City of Brookhaven Windsor-Osborne Special Area Plan* (Brookhaven, GA) - Planner for development plan that is part of the city's Comprehensive Master Plan. The Special Area Plan focuses on neighborhood-level commercial for the corner of Windsor Parkway and Osborne Road and will help guide rezoning and redevelopment applications.

City of College Park Comprehensive Plan Update* (College Park, GA) - Project Manager and Planner to guide future growth and development while maintaining College Parks unique character and diverse population.

City of Pine Lake Comprehensive Plan Update* (Pine Lake, GA) - planner on updating the comprehensive plan for the smallest city in DeKalb County. The update emphasized placemaking that builds upon the city's existing arts community and establishing land use policy to facilitate walkable commercial and mixed use development along the City's only commercial corridor.

* projects completed at other firms/organizations

Education:
2019 Master of City & Regional Planning
Georgia Institute of Technology


2016 BBA Economics, Public Policy Emphasis, Minor in Geography
University of Georgia

Professional Status:

- American Institute of Certified Planners

Awards:

- 2021 ARC Regional Excellence Award - Visionary Planning: East Point City Agriculture Plan



SECTION 3: PERSONNEL



Allison Sinyard, AICP
Community Planner

Allison joined TSW’s Planning Studio in 2016. She specializes in the development of comprehensive plans, design guidelines, and corridor studies. Allison has extensive experience working in the nonprofit, public, and private sectors, which leads to her complex understanding of how each sector works together to achieve a common goal. She is passionate about equitable planning and design principles and finding innovative solutions for complex and difficult problems.

Education:

2015 Master of City and Regional Planning
Georgia Institute of Technology

2013 Bachelor of Arts in Architecture; Minor in Psychology
Clemson University

Professional Affiliations:

- American Planning Association
- American Institute of Certified Planners

Awards:

- 2021 GPA Outstanding Public Involvement: Downtown Dallas LCI Study
- 2020 GPA Outstanding Planning Process: One Chamblee Comprehensive Plan
- 2019 American Planning Association Small Town and Rural Planning Division Vernon Deines Award: Downtown Kingsport Master Plan

Representative Projects

Gwinnett United Plan (Gwinnett County, GA) – Project Planner for TSW’s role for land use, housing, and outreach for Gwinnett’s county-wide comprehensive plan.

City of Atlanta Comprehensive Development Plan (Atlanta, GA) – Project Manager for three phase planning process, in concert with the City’s Zoning Ordinance Rewrite, for guidance on growth and development. The three phases include land use, core planning elements, and other planning and implementing elements.

One Chamblee Comprehensive Plan (Chamblee, GA) – Assistant Project Manager and Planner for major update to Chamblee’s Comprehensive Plan that built on the efforts of eight other recent planning studies, including a city-wide Mobility Plan, Parks and Recreation Master Plan, and Self-Driving Shuttle Feasibility Study.

Perimeter Community Improvement Districts Planning Services (Fulton and DeKalb Counties, GA) – Project Planner for various planning services, including an LCI update, code updates, and public place standards.

Clairmont Road Corridor Study (Brookhaven, GA) – Project Manager for a corridor study that looked at development on both sides of Clairmont Road. The study recommended streetscape improvements, redevelopment concepts bound by the City’s zoning ordinance, rezonings for 44 parcels to support the plan’s vision, and \$9.2 million of projects to implement the vision.

Winder Zoning Update (Winder, GA) – Project Planner for comprehensive update of zoning code, including community engagement, code writing, and necessary zoning map updates.

City of Snellville Unified Development Ordinance (Snellville, GA) – Project Planner for overhaul of Snellville’s development regulations to work in partnership with the City’s Comprehensive Plan.

City of Newnan Design Guidelines (Newnan, GA) – Project Manager for an update to the City of Newnan’s existing downtown design guidelines that condensed a large number of codes, refined recommendations, and expanded the guidelines city-wide.

Envision Glynn Zoning Update (Glynn County, GA) – Project Planner for comprehensive update of zoning and other development related codes in this coastal community. The effort is currently underway and includes substantial community engagement.



SECTION 2: TEAM QUALIFICATIONS

Eric Bosman, AICP

Senior Advisor/Leadership Engagement

Introduction

Eric is an experienced project manager, facilitator, community engagement specialist, planner, and urban designer. Over the last two decades, he has assisted communities and community improvement districts (CIDs) in developing coordinated land use, transportation, economic development, and community investment master plans. Eric has served as a Principal or Project Manager for the Fulton County Transit Master Plan, I-285 Top End Transit Feasibility Study, rebranding of Cobb County's transit system, land use planning for Cobb County's Northwest Corridor, seven CID Master Plans in DeKalb, Fulton, and Cobb Counties, and numerous Livable Centers Initiative Plans. Eric's expertise working with community leaders and citizens, his broad knowledge of planning and implementation processes, and his experience crafting and implementing public improvements make him the ideal stakeholder engagement and coordination lead for this complex effort.



Professional Credentials

- Master of Architecture, University of Illinois, Urbana-Champaign, Architecture
- Master of Urban Planning, University of Illinois, Urbana-Champaign, Urban Planning
- Bachelor of Arts, Clemson University, Architecture

Professional Organizations

- American Institute of Certified Planners (AICP), Member
- Georgia Planning Association (GPA), Past President
- American Planning Association (APA), Member

Relevant Experience

- **Georgetown-North Shallowford Small Area Plan, Dunwoody, GA — Project Manager**
- **Project Renaissance Redevelopment Design Services, Dunwoody, GA — Deputy Project Manager**
- **Project Renaissance Redevelopment Public Involvement, Dunwoody, GA — Project Manager**
- **Comprehensive Plan Update (2020), Dunwoody, GA— Project Manager**
- **Perimeter Community Improvement District Public Space Design Standards, Dunwoody, GA — Project Manager**
- **Jett Ferry Streetscape Dunwoody, GA — Project Planner**
- **Bridge Enhancements - Major Mobility Investment Program, Dunwoody, GA — Project Planner**
- **Master Planning Services for the Perimeter Park @ MARTA Dunwoody Station, Dunwoody, GA — Project Planner**
- **I-285 Top End Transit Feasibility Study, DeKalb County, GA — Project Manager**
- **DeKalb 2050 Unified Plan, DeKalb County, GA, DeKalb County, GA — Deputy Project Manager**
- **Town Center LCI 10-Year Update, Chamblee, GA — Principal-in-Charge**
- **Comprehensive Plan, Chamblee, GA — Senior Advisor**
- **Comprehensive Plan Update Facilitation Services, Alpharetta, GA — Senior Advisor**
- **Downtown Master Plan, Alpharetta, GA — Project Manager**

Kimley»Horn

SECTION 2: TEAM QUALIFICATIONS

Jonathan Tuley, AICP

Community Development/ Strategic Planning

Introduction

Jon has 18 years of urban planning and community development experience. Since joining Kimley-Horn in 2019, his focus has included small area plans, comprehensive plans, transit and Transit-oriented developments (TODs), corridor studies, and community engagement. He has extensive planning experience in both local and regional planning, having partnered with many local governments while working at the Atlanta Regional Commission (ARC). While at ARC, Jon focused on Livable Centers Initiative (LCI) studies, economic and community development, housing related initiatives, and community and stakeholder outreach. Additionally, he led several key regional economic and community development initiatives including the Aerotropolis Atlanta Alliance, CATLYST (the regional economic development strategy, and the creation of the Metro Atlanta Housing Strategy.



Professional Credentials

- Master of City and Regional Planning, Georgia Institute of Technology
- Bachelor of Science, Lipscomb University, Marketing
- Bachelor of Science, Lipscomb University, Management
- American Institute of Certified Planners #024739

Professional Organizations

- American Institute of Certified Planners (AICP)
- Urban Land Institute, Member
- American Planning Association (APA), Member

Relevant Experience

- 2050 Unified Plan, DeKalb County, GA — Project Planner
- Comprehensive Plan 2023 Update, Peachtree Corners GA — Project Planner
- Satellite Boulevard to Jimmy Carter Boulevard Bus Rapid Transit (BRT) Study, Gwinnett County, GA — Deputy Project Manager
- Willingham Corridor Study, East Point, GA — Project Manager
- Lilburn Community Improvement Districts (CID), LCI Update, Lilburn, GA — Project Manager
- Old National Highway LCI Update, South Fulton, GA — Project Manager
- Campbellton Road Corridor Transit and Land Use Master Plan, Atlanta, GA — Project Planner
- Briarcliff-Clairmont Small Area Plan, DeKalb County, GA — Project Manager
- North Druid Hills-Briarcliff Small Area Plan, DeKalb, GA — Project Planner
- Comprehensive Plan Update, Clayton County, GA — Kimley-Horn Project Manager
- Stonecrest Comprehensive Plan Update, Stonecrest, GA — Kimley-Horn Project Manager
- Comprehensive Plan 2018 Update, Peachtree Corners, GA — A RC Project Manager*
- LCI Study, Gwinnett County, Peachtree Corners, GA — A RC Project Planner*
- Fairburn Downtown LCI Update, Fairburn, GA — Task Manager/Project Planner

*Jon worked on this project prior to joining Kimley-Horn in 2020.

Kimley»Horn

SECTION 2: TEAM QUALIFICATIONS

Luis M. Taboada, P.E.

Transportation Planning

Introduction

Luis is experienced in transportation planning and traffic engineering with an emphasis in transportation safety, transit, and GIS services. His specialty is merging complex data analytics and evaluation techniques to identify transportation solutions that also consider community sentiment. Luis is proficient in ArcGIS, Highway Safety Manual Applications (HMS), Synchro, and RITIS. He also has a familiarity and knowledge of implementation with safety. Luis understands metro Atlanta, and has most recently served as a deputy project manager for the DeKalb County Comprehensive Transportation Plan (CTP) and the Forsyth County CTP.



Professional Credentials

- Master of Science, University of Tennessee (Knoxville), Civil Engineering
- Bachelor of Science, Tennessee Technological University (Cookeville, TN), Civil Engineering
- Professional Engineer in Georgia #PE047754
- Professional Engineer in Florida #87775

Professional Organizations

- Institute of Transportation Engineers (ITE)

Relevant Experience

- DeKalb 2050 Unified Plan, DeKalb County, GA — Transportation Team Lead
- 2023 SPLOST Support, Gwinnett County, GA — Project Manager
- Traffic Calming, Gwinnett County, GA — Project Manager
- 2024 CTP Update, Forsyth County, GA — Deputy Project Manager
- Transportation Plan 2022, Gwinnett County, GA — Project Engineer
- GDOT, I-85 Corridor PEL Study, Duluth, GA — Project Engineer
- CTP, Walton County, GA — Project Engineer
- GDOT, Regional Safety Design Services, Districts 1 and 4, GA — Project Engineer
- Trails Program Implementation, Gwinnett County, GA — Project Engineer
- Comprehensive Transportation Plan 2018 (CobbForward), Marietta, GA — Project Engineer
- Comprehensive Transportation Plan Update, Milton, GA — Project Engineer
- Powers Ferry Multimodal Circulation Study, Sandy Springs, GA — Project Engineer
- SR 316/University Parkway at SR 120/Duluth Highway Concept Interchange Improvements, Gwinnett County, GA — Project Engineer
- Traffic Operations and Safety Program Support, GDOT — Project Engineer



SECTION 2: TEAM QUALIFICATIONS

Elena Oertel, AICP, LEED GA

Market and Demographic Analysis

Introduction

Elena is an emerging urban planner who applies analytical thinking throughout the planning process to support sustainable design projects, create grant applications, and implement successful community outreach programs. As a problem solver, Elena conducts economic, demographic, financial, and market analyses to provide clients with data-driven insights to support decision making. She also provides expertise in facilitating and managing public outreach initiatives, campaigns, stakeholder engagement, interviews, and survey development. Her creative public engagement approach yields data-driven insights that empower informed decision-making in planning and development projects for clients.



Professional Credentials

- Master of City and Regional Planning, Land Use Planning, Georgia Institute of Technology
- Bachelor of Science, Sustainability Science, Furman University Associate Project Management in PMP #2695833
- American Institute of Certified Planners
- LEED Green Associate

Relevant Experience

- **2050 Unified Plan, DeKalb County, GA — Project Planner**
- **Old National Highway LCI Study, South Fulton, GA — Project Planner**
- **Countywide Trails Master Plan, Public Outreach and Events, Gwinnett County, GA — Project Planner**
- **McFarland LCI Study, Forsyth County, GA — Project Planner**
- **Trails Program Implementation, Gwinnett County, GA — Project Planner**
- **2030 Strategic Plan Update, Decatur, GA* — Project Planner**
- **LCI Study, Austell, GA* — Project Planner**
- **2030 Comprehensive Plan, Economic Development, Braselton, GA* — Project Planner**

*Elena worked on this project prior to joining Kimley-Horn in 2022.

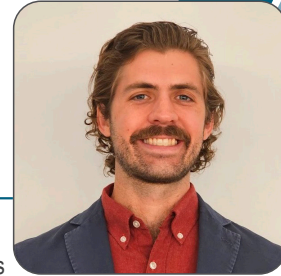
SECTION 2: TEAM QUALIFICATIONS

Kurt Heischmidt

Bicycle and Pedestrian Planning

Introduction

Kurt is experienced in planning, GIS, and data analytics through his work in multi-modal transportation planning. He is experienced in spatial analysis through his work on multiple CTPs across the Atlanta metro area and through Forsyth County's Long-Range Safety Plan. Kurt evaluates data tied to environmental justice, social vulnerability, and vulnerable road users to support more equitable plans and outcomes. His previous work centered on facilitating health-oriented community development.



Professional Credentials

- Master of Science, Georgia Institute of Technology, Geographic Information Science & Technology
- Master of Science, University of South Carolina, Public Health
- Bachelor of Science, University of Missouri, Nutritional Science
- Bachelor of Science, University of Missouri, Health Science

Relevant Experience

- **McMinnville Safe Streets to School Bicycle and Pedestrian Plan, McMinnville, TN — Steering Committee Member (Tennessee Department of Health)**
- **Comprehensive Transportation Plan, Forsyth County, GA — Planning Analyst**
- **Long-Range Safety Plan, Forsyth County, GA — Planning Analyst**
- **GDOT, I-85 PEL Study, Gwinnett County, GA— Planning Analyst**
- **Comprehensive Transportation Plan Update, Milton, PA — Planning Analyst**
- **Trails Plan Implementation Support, Gwinnett County, GA — Planning Analyst**
- **Major Corridors Study 2024, Paulding County, GA — Planning Analyst**
- **Mobility Resource Plan, Chattanooga, TN — Planning & GIS Co-op (KCI Technologies)**
- **Comprehensive Plan, Forsyth County, TN — Planner (Tennessee Department of Health)**

SECTION 2: TEAM QUALIFICATIONS

CODE STUDIO

LEE EINSWEILER



PRINCIPAL-IN-CHARGE

Lee has been involved in planning, zoning and plan implementation in a variety of settings over the past 30 years. His emphasis has been on redevelopment activity in urban areas, beginning in south Florida in the 80's and 90's, and continuing with his recent work in Charlottesville, Cleveland and the Concord NH. Lee has been personally responsible for over 50 code projects. His combination of conventional zoning know-how with modern code approaches and his ability to facilitate the consideration and adoption of new zoning serves his clients well.

Lee has served as an adjunct faculty member in the Department of Community & Regional Planning at the University of Texas. He is a former board member of the Central Texas chapter of the Congress for the New Urbanism (CNU). Lee is a frequent speaker at state and national conferences on zoning and form-based codes.

EDUCATION

Master of Regional Planning
University of North Carolina
at Chapel Hill

Bachelor of Science
Environmental Planning/
Regional Analysis
University of Wisconsin at Green Bay

RECENT EXPERIENCE

Sandy Springs Development Code. Lee worked with the City to update their Development Code to account for changes in the community since the adoption of their first Development Code. He previously helped the City replace their former County zoning with new concepts tailored to match their adopted Next Ten Comprehensive Plan.

Decatur

CHRISTY DODSON, AICP



ASSOCIATE PRINCIPAL

Christy comes to Code Studio with a background in architecture and urban design with experience managing adaptive reuse and urban infill projects. Her experience delivering projects on challenging sites with complicated development codes gives Christy unique insight into the relationship between community goals, development codes, and the built environment. Her work focuses on implementing creative zoning strategies that reduce development barriers for small-scale, community-driven projects with an emphasis on affordable housing and equitable development.

RECENT EXPERIENCE

Greenville Development Code Rewrite. Christy is currently working on the citywide development code rewrite for Greenville, South Carolina where she is focused on crafting zoning and subdivision regulations that implement the policy goals of the recently adopted Comprehensive Plan, GVL2040.

Atlanta Zoning Ordinance Rewrite and Update. Christy is currently working on a citywide zoning ordinance rewrite and update for Atlanta, Georgia. The project includes analyzing the existing ordinance to understand the unique context of the City and proposing a new ordinance that aligns with the Atlanta City Design goals and vision.

EDUCATION

Master of Architecture
Master of City and Regional Planning
Georgia Institute of Technology

Bachelor of Science in Architecture
Georgia Institute of Technology

SECTION 2: TEAM QUALIFICATIONS

CODE STUDIO

SHANIQUE MASON



ASSOCIATE

Christy comes to Code Studio with a background in architecture and urban design with experience managing adaptive reuse and urban infill projects. Her experience delivering projects on challenging sites with complicated development codes gives Christy unique insight into the relationship between community goals, development codes, and the built environment. Her work focuses on implementing creative zoning strategies that reduce development barriers for small-scale, community-driven projects with an emphasis on affordable housing and equitable development.

RECENT EXPERIENCE

Atlanta Zoning Ordinance Rewrite and Update. Shanique is currently assisting on the citywide zoning ordinance rewrite and update for Atlanta, Georgia. The project includes analyzing the existing ordinance to understand the unique context of the City and proposing a new ordinance that aligns with the Atlanta City Design goals and vision.

Greenville Development Code Rewrite. Christy is currently working on the citywide development code rewrite for Greenville, South Carolina where she is focused on crafting zoning and subdivision regulations that implement the policy goals of the recently adopted Comprehensive Plan, GVL2040.

EDUCATION

Master of Architecture
Florida International University

Bachelor of Science in Architecture
Wentworth Institute of Technology

BERTRAND BAHIZI



ASSOCIATE

Bertrand is an interdisciplinary professional with experience working with stakeholders in the public and private sectors to generate positive environmental, social, and governance outcomes in diverse communities. His passion for community development has remained a constant theme in his career, spanning urban planning and design, international development, and social entrepreneurship. Bertrand spent the first 5 years of his career as a project manager and business strategist at a global consulting firm, supporting multidisciplinary teams to develop and implement government-funded projects focused on urban development, municipal governance, and public sector reform.

Bertrand believes in integrated urban planning, social urbanism, and human-centered design approaches to investing in people and places. He is committed to working through critical, creative, and strategic processes to enable just, inclusive, and sustainable urban development.

RECENT EXPERIENCE

Atlanta Zoning Ordinance Rewrite and Update. Bertrand has begun assisting the firm on the citywide zoning ordinance rewrite and update for Atlanta.

EDUCATION

Master of Urban Planning
Harvard Graduate School of Design

Bachelor of Arts-International Affairs
George Washington University

SECTION 2: TEAM QUALIFICATIONS



JOSEPH L. COOLEY

*Land Use and Zoning Attorney,
AICP Certified Planner, and
Landscape Architect*

PROFESSIONAL EXPERIENCE:

Joseph L. Cooley is a land use and zoning attorney, AICP certified planner and registered landscape architect. His legal practice involves representing municipal and private clients in a broad range of land use issues including: zoning and development code preparation, code review for constitutional muster, review of proposed projects for conformity to municipal codes and development regulations, growth management, impact fees, zoning and development agreement negotiations, variance and special use permit applications and land use litigation. He has served as the Director of Community Development for the City of Doraville and Director of Planning and Development for Highlands, North Carolina, and Zoning Manager for the City of Sandy Springs.

Mr. Cooley is a certified zoning official in the State of North Carolina. He was the principal partner in an environmental and land use planning firm for many years in Sarasota, Florida. He has presented many times at land use law seminars, often focusing on growth management topics.

AFFILIATIONS

- State Bar of Georgia
- AICP, American Planning Association
- Urban Land Institute
- Congress for the New Urbanism
- North Carolina Association of Zoning Officials

EDUCATION

*Juris Doctor
Georgia State University
College of Law
2005*

*Master of City and Regional
Planning
Georgia Institute of
Technology
2005*

*Bachelor of Landscape
Architecture
University of Florida
1979*

YEARS OF EXPERIENCE

31

SECTION 3:

Project Experience

TSW has completed dozens of comprehensive plan and coding efforts, several for the same municipality that include coordinated efforts (underlined projects in the list below) so that the comprehensive planning process informs the code recommendations, which will ultimately support the vision of the comprehensive plan. TSW has worked on a variety of coding efforts, including zoning and unified development codes, city-wide/county-wide regulations, and district regulations that include mixed-use codes, neighborhood codes, downtown district codes, and SmartCodes. Below is a list of TSW's recent comprehensive planning and code and zoning efforts (project location is in Georgia unless otherwise noted).

TSW Comprehensive Plans

- [Atlanta Comprehensive Development Plan](#)
- [Barrow County Comprehensive Plan Update](#)
- [Braselton Comprehensive Plan Update](#)
- Brookhaven Comprehensive Plan Update*
- Buford Comprehensive Plan
- Chamblee Comprehensive Plan
- Cherokee County (NC) Comprehensive Plan
- Claremore (OK) Comprehensive Plan and Special District Plans
- Clarkston Comprehensive Plan
- Collinsville (OK) Comprehensive Plan
- [Decatur Strategic Plan, Livable Centers Initiative & Comprehensive Plan](#)
- Douglas County Comprehensive Plan Update & Small Area Studies*
- Fair Oaks (OK) Comprehensive Plan Update
- [Gainesville Comprehensive Plan Update](#)
- [Goose Creek \(SC\) Comprehensive Plan](#)
- Graham County (NC) Comprehensive Plan
- Gwinnett Unified Plan Update
- [Hall County Comprehensive Plan Update](#)
- Henry County Comprehensive Plan
- Johns Creek Comprehensive Plan
- [Milton Comprehensive Plan](#)
- Pawhuska (OK) Comprehensive Plan
- Powder Springs Comprehensive Plan
- Red Bank (TN) Comprehensive Plan
- Rome-Floyd Comprehensive Plan
- [Roswell Comprehensive Plan*](#)

* Subconsultant role

TSW Coding Efforts

- Alpharetta Downtown Code
- Alpharetta North Point Code
- Argenta (North Little Rock, AR) District SmartCode
- Atlanta Upper Westside Zoning Updates
- [Atlanta Zoning Ordinance Rewrite](#)
- Augusta Sustainable District
- [Barrow County Zoning Updates](#)
- Blythewood (SC) Town Center District
- [Braselton Unified Development Code](#)
- Brookhaven Peachtree-Brookhaven Overlay
- Chattahoochee Hills Unified Development Code
- [Decatur Unified Development Ordinance](#)
- Dunwoody Village Zoning Update
- Dunwoody Sign Ordinance
- Forsyth County Residential Design Standards
- [Gainesville Unified Land Development Code](#)
- Garden City Mixed-use District
- Glynn County Zoning Update
- [Goose Creek \(SC\) Code Updates and Central Creek District Design Standards](#)
- [Hall County Unified Development Code](#)
- Hampton Zoning Update
- Hapeville Urban Design Standards
- Milton Crabapple SmartCode
- Milton Deerfield SmartCode
- Milton Historic Preservation Design Guidelines
- [Milton Unified Development Code](#)
- McDonough Unified Development Ordinance
- Newton County Diagnostic Report & Code
- Poncey-Highland Historic District
- [Roswell Unified Development Code*](#)
- Sapulpa (OK) Code and Design Guidelines
- Statesboro Zoning Update and Unified Development Code
- Snellville Towne Center Code and Unified Development Ordinance

SECTION 3: PROJECT EXPERIENCE

City of Atlanta Zoning Ordinance Rewrite and Comprehensive Development Plan



Atlanta, GA

Client Information:
 City of Atlanta
 Department of City Planning
 Keyetta Holmes, Director, Office of Zoning and Development
 Phone: 404.330.6145

TSW was retained by the **City of Atlanta** to first conduct a **Zoning Diagnostic** to review the ability of the Zoning Ordinance to implement City policies, public perceptions of, and experiences with the Zoning Ordinance, usability and clarity to administer and use, and best practices in zoning nationwide. Following the Diagnostic, TSW completed Zoning Amendments that included quick fixes (updates that were relatively easy to prepare, met a critical need, and had broad public support) and future code changes (updates that should be undertaken as part of the full **Zoning Ordinance Rewrite**. TSW is now in the final phase of drafting the new Zoning Ordinance that will be more user-friendly, support the Comprehensive Development Plan, and update code across many zoning districts that is outdated and inconsistent.

While working on the Zoning effort, TSW was retained by the City of Atlanta to lead the City's **Comprehensive Development Plan (CDP)**, Atlanta's guide for growth and development. The CDP shows relationships among land use, transportation, housing, economic and community development, nature, urban design, historic preservation, and other aspects to city building.

In October 2021, the City adopted Plan A as Atlanta's Comprehensive Development Plan. Atlanta's City Charter Sections 3-602, 3-603, and 3-604 and the Georgia Planning Act of 1989 require the City to prepare, adopt, maintain, and implement a comprehensive development plan at least every 5 years. Plan A is the first 5-year CDP update since City Council adopted Atlanta City Design to Atlanta's City Charter in 2017. Atlanta's City Charter establishes Atlanta City Design as

the principal design concept for Atlanta and the framework for comprehensive planning. Atlanta City Design is premised on two ideas: 1) Atlanta is going to change, and 2) almost always, more people are better than fewer, and that growth can include everyone if properly designed. Understanding growth over the next 20 years is paramount to translating and implementing Atlanta City Design.

To build on Plan A in concert with the City's Zoning Ordinance Rewrite (also led by TSW), the TSW Team approached the planning process with three phases:

Phase 1: Land Use Approach is a technical and legal effort to align the City's existing Land Use approach with the future Zoning Ordinance. Today's land use structure includes Future Land Use designations, Character Areas, and Atlanta City Design Areas.

Phase 2: Core Planning Elements marks the beginning of the public outreach effort and focuses on improving the Land Use approach and the CDP Elements that most closely relate to the key land use topics identified and fully discussed in policy briefs during Phase 1. In addition to the Land Use Planning element, these elements will be Housing and Community Development Planning and Transportation Planning.

Phase 3: Other Planning and Implementing Element addresses other updates to the City's comprehensive development plan but are less urgent and include neighborhood planning, historic preservation, local economic development, broadband internet, public safety facilities, nature and resiliency, and urban design.

The community engagement portion of the planning process includes consistent and routine engagement and outreach with NPOs, neighborhoods, and the public, and City Council and stakeholder briefings.

SECTION 3: PROJECT EXPERIENCE

City of Atlanta Zoning Ordinance Rewrite and Comprehensive Development Plan

Atlanta, GA



RECOMMENDATION BIG IDEAS



» OVERVIEW

Hybrid Code

- Provide a balance of use-based and regulations and form-based regulations.
- Provide more design regulations in some areas, less in others.
- Create regulations that are more easily understood and administered than a pure form-based code.

Unified Zoning and Subdivision Ordinances

- Consolidate Parts 15 (Subdivision Ordinance) and 16 (Zoning Ordinance) today, which are too closely related to remain separate.
- Make necessary amendments to other City Codes.

User-Friendly Code

- Write in Plain English, not "legalese."
- Use illustrative graphics to make requirements easier to visualize.
- Make use of tables for allowed uses and other requirements.
- Improve definitions so they are clear and leave no room for interpretation.
- Supplement code updates with website enhancements.

Place-Based Zoning

- Document existing development patterns to identify place types.
- Establish place-based zoning that can be tailored to neighborhoods, corridors, and districts.
- Recognize that some place types may be more walkable/urban and some more drivable/suburban.
- Tie place types to the updated Comprehensive Development Plan (CDP).

- Consider creating "Legacy Districts" (that remain on the zoning map but not available for rezoning) in order to reduce non-conformities and preserve existing entitlements.

Staffing

- Consider the staffing implications of every potential new regulation.
- Provide sufficient staff resources to properly administer new regulations.
- Invest in updated technology and application processing procedures.

Fewer Districts

- Remove districts that exist in the code but are not on the zoning map.
- Consolidate Special Public Interest Districts (SPIs).
- Reconsider whether each current districts is necessary.

IMPROVING URBAN DESIGN



» FUTURE CODE CHANGES

Open Space

- Eliminate the Land Use Intensity Table.
- Combine public space and usable open space requirements into a single new requirement.
- Decrease the amount of public or open space required, but improve the quality of that space by ensuring that it is usable in terms of size, amenities, and relationship to adjacent buildings.
- Eliminate total open space requirements.
- Do not allow transitional yards to count towards new open space requirements.
- Exempt any buildings constructed before the adoption of the updated Zoning Ordinance from open space requirements if the use of those buildings changes but the site is not redeveloped.

- Require master planned developments that include more than one property to consolidate required open space into parks, plazas, squares, and similar spaces available for public use, rather than providing scattered, small areas of unusable open space.
- Allow creative stormwater facilities to count toward open space requirements.
- Explore creating zoning district for City parks.

Natural Systems

- Leverage the Atlanta City Design Project to envision ways to better preserve Atlanta's natural systems.

Outdoor Dining

- Establish criteria for outdoor dining in the public right-of-way.
- Determine if parking requirements should exist for outdoor dining areas within the public right-of-way.

Place-Based Zoning

- Document existing development patterns to identify place types.
- Establish place-based zoning that can be tailored to neighborhoods, corridors, and districts.
- Establish additional standards that apply on certain street types. Examples may include mandatory shopfronts and sidewalk requirements.

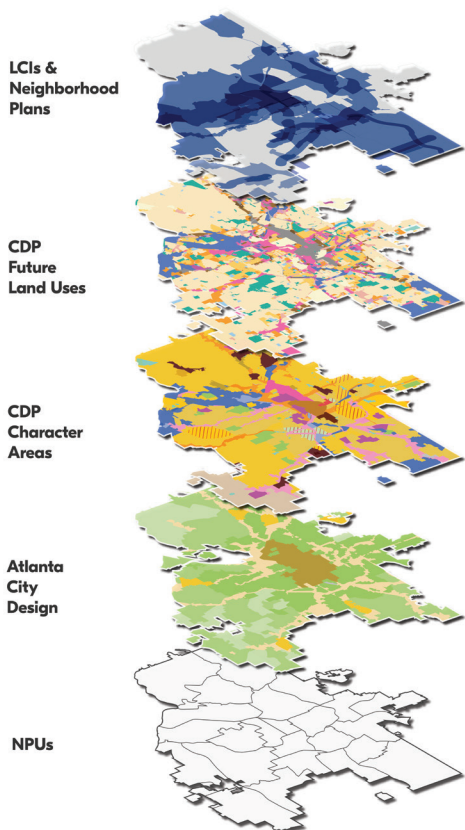
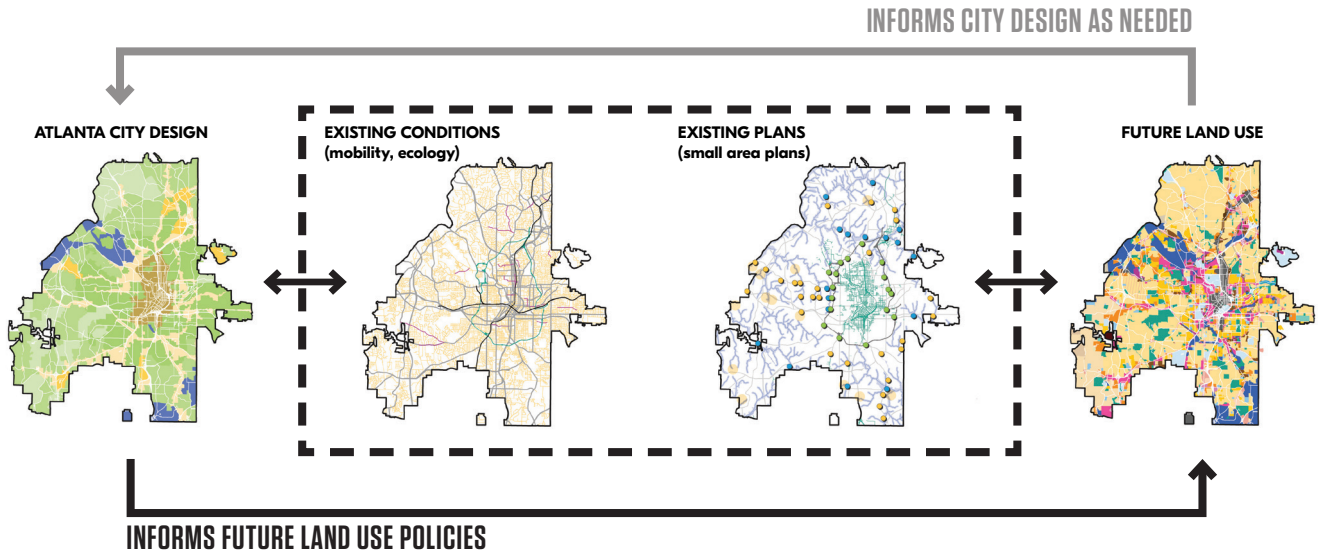
SECTION 3: PROJECT EXPERIENCE

City of Atlanta Zoning Ordinance Rewrite and Comprehensive Development Plan



Atlanta, GA

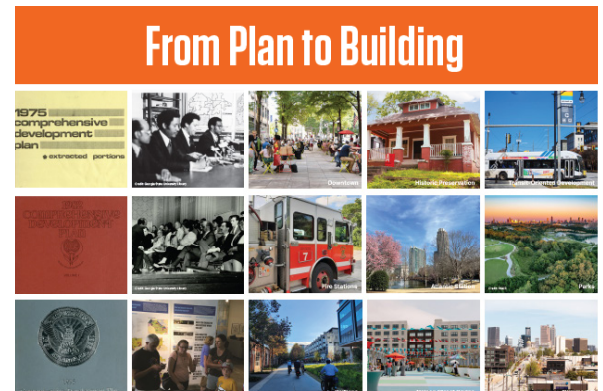
PROPOSED CDP LAND USE APPROACH



DESIGN AREAS
GROWTH: Core
GROWTH: Cluster
GROWTH: Corridor
CONSERVATION: Urban Neighborhood
CONSERVATION: Suburban Neighborhood
CONSERVATION: Rural Neighborhood
CONSERVATION: Production

FUTURE LAND USE (ILLUSTRATIVE NAMES)
Open Space 2
Civic/Institutional
Urban Neighborhood 1
Urban Neighborhood 2
Urban Neighborhood 3
Urban Neighborhood 4
Urban Neighborhood 5
Corridor 1

ZONING (ILLUSTRATIVE NAMES)
R4 (or equivalent)
RS (or equivalent)
New district allowing up to 4 units + corner stores



SECTION 3: PROJECT EXPERIENCE

Hall County Comprehensive Plan and Unified Development Code



Hall County, GA

Client Information:
Hall County
Randi Doveton, Director of Planning and Development
Phone: 770.297.5544

TSW was first retained by **Hall County** to complete **minor updates** to their Comprehensive Plan. Following the minor updates, TSW worked with the County to develop **Hall County Forward**, a complete Comprehensive Plan update.

Recognizing that Hall County will continue to grow in population at a steady pace, Hall County Forward is intended to balance opportunities for economic growth with the desire to maintain rural character, greenspace, and natural resources. The plan also addresses the need to coordinate new development with infrastructure capacity. Key components of the plan include the process used to develop recommendations, the recommendations themselves, and how the plan will be implemented.

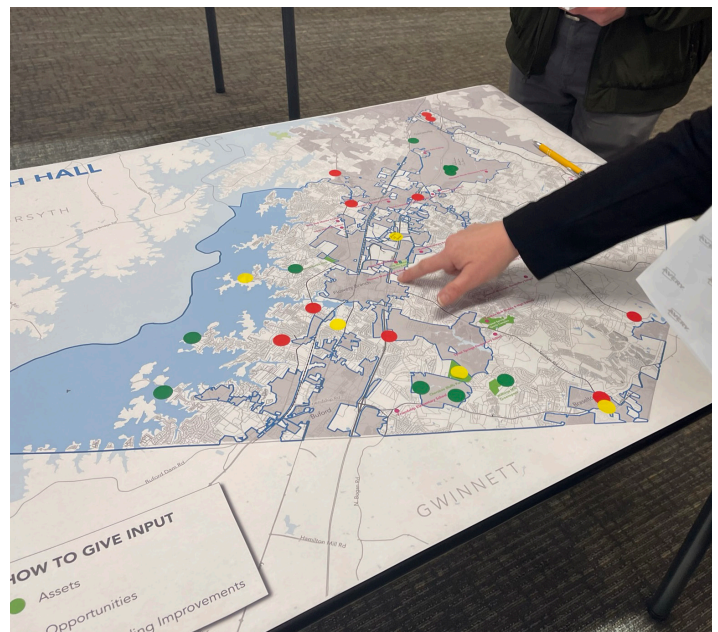
An extensive community input process was vital to ensuring that Hall County Forward truly represents the community’s interests. To maximize community input, Hall County provided multiple options for public input, occurring in almost every month of the planning process. Community engagement strategies and activities included a dedicated project website, social media, steering committee, three advisory committees, six public meetings, numerous surveys (county-wide input survey and smaller surveys to complement the in-person meetings), and a “meeting-in-a-box” toolkit that allowed resident and stakeholder groups to host meetings with their community on their own schedule without needing a member of the project team to facilitate the meeting.

Hall County Forward is based on nine goals shaped by community input into topics that include growth management, attainable housing, infrastructure maintenance and expansion, parks and recreation, greenspace, natural resource conservation, multi-

modal transportation, safety and security, and economic development. Each goal is accompanied by a set of strategies and action items that provide steps to achieve the community’s vision.

Concurrent with the development of Hall County Forward, the county’s zoning ordinance, subdivision regulations, and stormwater regulations were updated by TSW and consolidated into a **Unified Development Code (UDC)**. The UDC focuses on promoting economic growth and avoiding unnecessarily strict regulations, making regulations easier to understand, incorporating technical best practices, creating flexible mixed residential and mixed use districts, and ensuring high quality development. The process to update the UDC involved auditing and improving the existing regulations to:

- Make the code easier to understand.
- Update outdated terms and references.
- Consolidate uses into a single table.
- Add graphics and diagrams for clarity.
- Update and consolidate definitions.
- Reorganize regulations.
- Update legal provisions.
- City Council and stakeholder briefings.



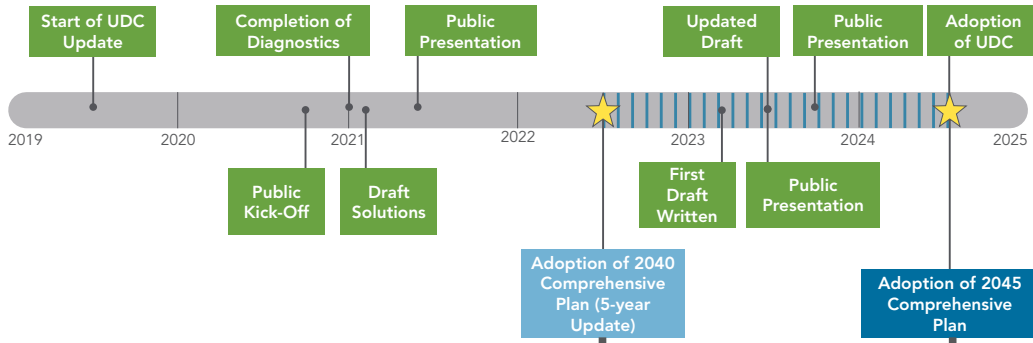
SECTION 3: PROJECT EXPERIENCE

Hall County Comprehensive Plan and Unified Development Code

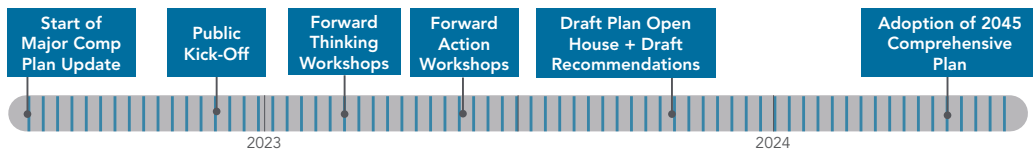
Hall County, GA



UDC and Comprehensive Plan Processes



2045 Comprehensive Plan Process



Goals

- Growth Management.** Efficiently plan to accommodate new developments and prioritize connections to existing or planned infrastructure while retaining the character of each area of the county.
- Attainable Housing.** Provide a variety of housing options across size, type, tenure, price, location, and other factors that ensure access to transportation and amenities while minimizing the number of cost-burdened households.
- Infrastructure Maintenance & Expansion.** Improve infrastructure for growing areas, prioritize land use and infrastructure alignment, and expand broadband, road networks, water access, and sewer systems.
- Parks & Recreation.** Enhance and expand parks and recreation facilities to maximize quality of life.
- Greenspace.** Preserve and protect existing greenspace while seeking out new opportunities for inventory expansion.
- Natural Resource Conservation.** Preserve and protect natural resources like Lake Lanier, rivers and streams, and undeveloped forestry to safeguard community identity.
- Multi-Modal Transportation.** Expand alternative transportation options by increasing pedestrian infrastructure, developing complete streets, and enhancing public transit.
- Safety & Security.** Ensure a safe environment for all by improving existing safety and security measures and proactively addressing crime concerns as Hall County continues to grow.
- Economic Development.** Continue to encourage and support an atmosphere for economic growth and development to create opportunities for all.

8.6.9. Canopy Signs



A. Definition

A sign affixed to, superimposed upon, or painted on any roof or roof-like structure which is extended over a sidewalk, walkway, or vehicle access area.

B. General Provisions

1. Signs cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy.
2. Signs may not extend above the height of the building, including any parapet wall.
3. Signs may not be located on a roof.
4. Signs must be located at least 8 feet above any sidewalk or walkway and 13 feet 6 inches above any vehicular access area.

C. Number of signs.

One awning sign, or one canopy sign, or one wall sign, or one projecting sign is allowed per establishment along the side of the establishment that includes its public entrance, unless specified in Sec. 8.6.14 or Sec. 8.6.15.



D. Sign area

1. The maximum area is 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater.
2. A tenant with less than 16 linear feet of storefront is allowed one sign not exceeding 16 square feet in area.

E. Sign dimensions

- Ⓐ Sign width: max. canopy width
- Ⓑ Sign height: max. 2 ft.

SECTION 3: PROJECT EXPERIENCE

City of Milton Comprehensive Plan and Unified Development Code

Milton, GA



Client Information:
 City of Milton
 Michele McIntosh-Ross (formerly with the City of Milton and now with the City of Sandy Springs)
 Phone: 770.730.5600

TSW led a multidisciplinary team to prepare a conventional **Unified Development Code (UDC)** for the **City of Milton**. The process began with a Diagnostic Report that found that current regulations did a good job at supporting the Comprehensive Plan and small area plans and protecting rural character and neighborhoods. Opportunities for improvement included making the UDC more user-friendly in terms of language, format, graphics, and usability; strategic content changes would be minimal overall.

Focusing on document usability, TSW changed ordinance language from legal terminology to plain language where possible, added graphics and tables for users to better understand regulation requirements, and cleaned up text for consistency.

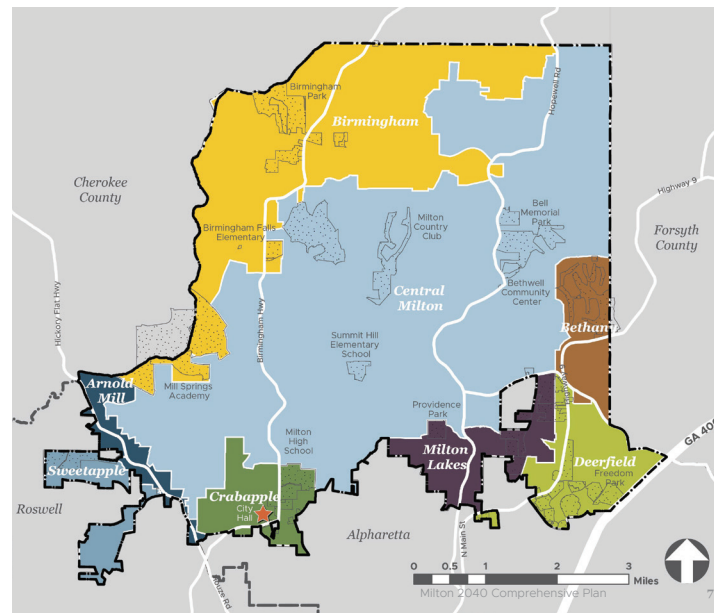
Overall the UDC changes and new regulations focus on:

- Creating regulations that incorporate best practices;
- Reviewing work initiatives as contained in the City’s Comprehensive Plan 2030 Updated;
- Removing or amending outdated standards;
- Removing redundancies and conflicts;
- Consolidating uses or use groups;
- Creating clear definitions and terminology;
- Providing graphics and illustrations to supplement written regulations; and,
- Crafting regulations that provide for effective administrative enforcement.

As part of the UDC, TSW conducted a public participation process that engaged community leaders, key stakeholders, business owners, economic development partners, and interested citizens with public meetings, interviews, stakeholder meetings, and City Council presentations.

Following the UDC process, TSW was retained to update the City’s **2040 Comprehensive Plan**. The planning process followed a traditional comprehensive planning update beginning with research and analysis, base mapping, and a market study for a check-up on previous comprehensive plan policy and recommendations and a look to the future. The public outreach process included meetings, online workshops, pop-ups, community education sessions, and advertising and projects updates via a project website, social media, email, electronic signage, and newspapers.

Building on the vision from the previous comprehensive plan, which included maintaining and improving quality of life, protecting rural heritage, and supporting economic development. The outreach process feedback and research identified common tools that other cities use to preserve, promote, and capitalize on their rural heritage and equestrian lifestyles. Research and policy recommendations focus on similar case study city’s placemaking tools, trail systems and agri-tourism efforts and how they apply to land use, housing, sustainability, economic development, transportation, and placemaking and branding.



SECTION 3: PROJECT EXPERIENCE

City of Milton Comprehensive Plan and Unified Development Code



Milton, GA



Land use & Ordinances

- Zoning that supports rural lifestyles
- Growth / service boundaries
- Equestrian committee



Parks, Trails, Greenspace

- Miles of connected trail networks
- Greenspaces and parks using existing natural features
- Signage and wayfinding between places (digitally and in the community)



Commercial Nodes

- Local businesses with support from the community and City
- Designated areas for commercial development



Agri-tourism

- Organized agri-tourism
- Advertised with parks, trails, etc.
- Events
- Visitors' Bureau
- Branding and marketing



Partnerships & Funding

- Endowment or conservancy dedicated to specific parks
- Non-profits
- Economic Development Commissions
- Educational institutions
- Take advantage of grants & tax credits

5.2.4. Building Placement



Principal Building Setbacks

- Ⓐ Front Yard: Per zoning conditions
- Ⓑ Side Yard (interior) Per zoning conditions
- Ⓒ Side Yard (street) Per zoning conditions
- Ⓓ Rear Yard: Per zoning conditions

Accessory Structure Setbacks

Accessory structures may be located in rear yard or side yards only but must not be located within a minimum yard. Additional standards may apply to specific accessory uses in Sec. 8.8.

Single-Family Dwelling, Duplex, Townhouses:

Accessory structures must not be located in the minimum front yard.

Multifamily:

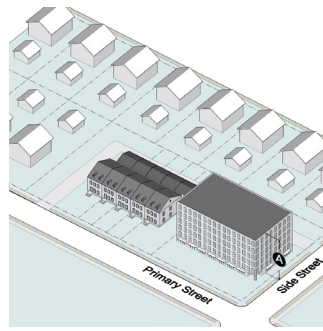
Internal Buffering and Landscaping

Per zoning conditions.

Interior Building Separation

All building separations must be as specified by the City's building code.

5.2.5. Bulk and Mass



Building Height

- Ⓐ All Buildings: 60 ft. max. [1, 2]

Heated Floor Area

All uses: Per zoning conditions

Table notes:

- [1] See Sec. 6.3 (Rural Milton Overlay) and Sec. 6.2.8.N (State Route 9 Overlay) for additional height limits.
- [2] Greater building heights may be approved through the use permit procedures of Sec. 12.5.2.

5.2.6. Pedestrian Connectivity

All components must be interconnected with pedestrian paths constructed of either colored/textured materials or conventional sidewalk materials and clearly identified.

5.2.7. Overlay Compliance

Additional or alternative standards may apply within overlay districts.

A. State Route 9 Overlay
See Sec. 6.2.

B. Rural Milton Overlay
See Sec. 6.3.

C. Birmingham Crossroads Overlay
See Sec. 6.4.

12.1. Summary of Review Authority

12.1.1. Summary of Review Authority

Table 12.1.1 summarizes the review, approval, and appeal authority of the various review bodies and officials that implement and administer this UDC. The table is not all-inclusive. If there are conflicts between Table 12.1.1 and the text of this UDC, then the text governs.

Table 12.1.1. Summary of Review Authority

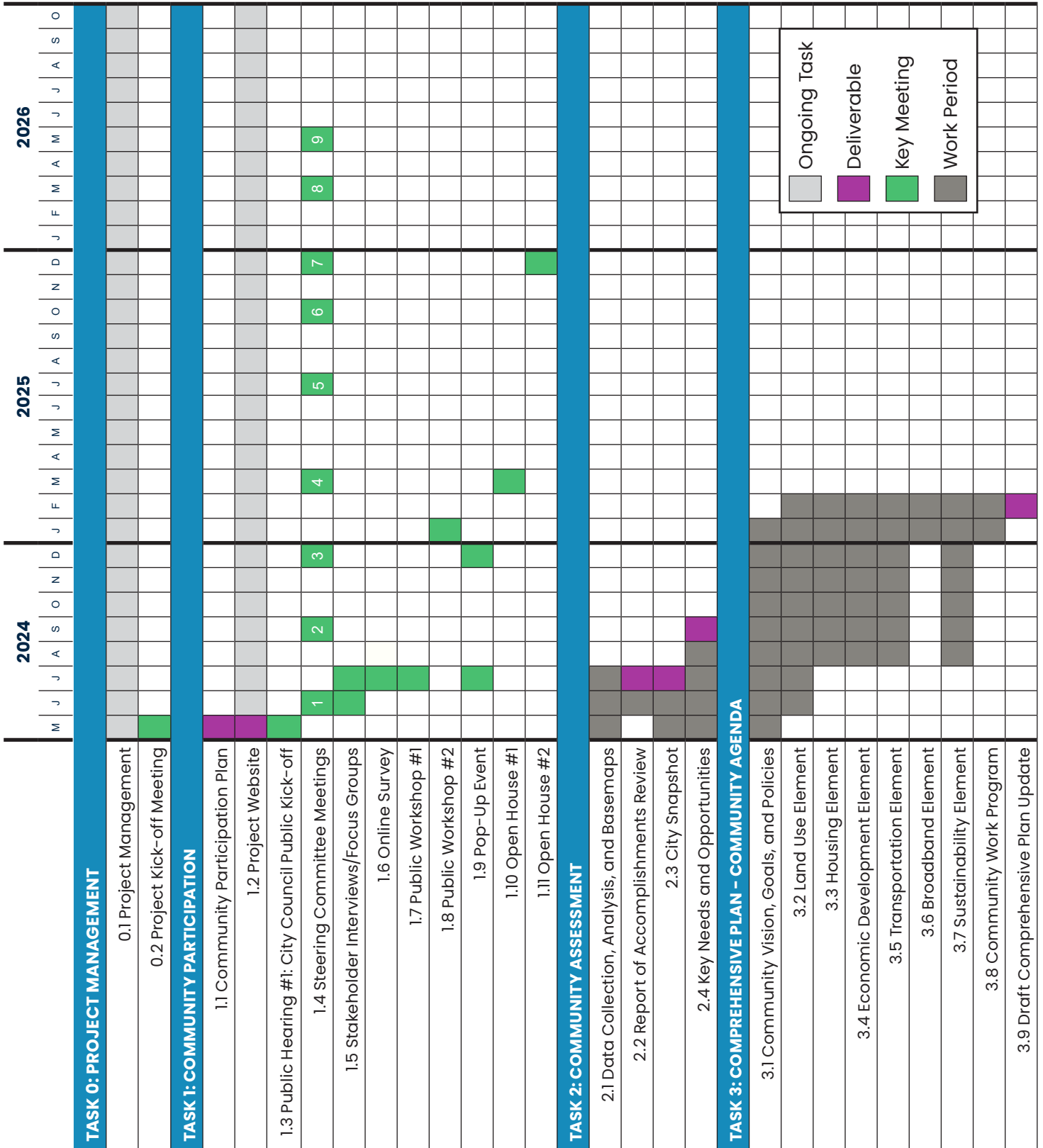
Cross Reference	Approval Authority					
	Design Review Board	Comm. Dev. Director	HPC	Board of Zoning Appeals	Planning Commission	City Council
Key:						
R = Review & Recommendation						
D = Final Decision						
A = Appeal						
PH = Public Hearing						
C = Confirmation						
Approval Process						
Legislative Review						
UDC Text Amendment (Zoning)	Sec. 12.3		R		R-PH	D-PH
UDC Text Amendment (Not Zoning)	Sec. 12.3		R			D-PH
Zoning Map Amendment (Rezoning)	Sec. 12.3	R	R		R-PH	D-PH
Regulating Plans, Infill Regulating Plans (Form-Based Codes)	Article 7	R	R		R-PH	D-PH
Use Permit	Sec. 12.5.2	R	R		R-PH	D-PH
Subdivision Review						
Preliminary Plat	Sec. 12.6.3		D		R-PH	A-PH
Final Plat	Sec. 12.6.4,		R			D-PH
Minor Plat	Sec. 12.6.5		D		A-PH	
Form-Based Code Review						
Code Compliance Certificate	Article 7		D		A-PH	
Permit Review						
Administrative Permit	Sec. 12.5.1		D		A-PH	
Land Disturbance Permit	Sec. 12.8.2	R[1]	D		A-PH	
Certificate of Endorsement	Sec. 12.8.1	R	D		A-PH	
Certificate of Appropriateness	Sec. 12.7.4			D		A
Building Permit	Sec. 12.2.3	R[1]	D		A-PH	
Demolition Permit	Sec. 12.8.6		D		A-PH	
Tree Removal Permit	Sec. 11.1		D		A-PH	
Relief						
Administrative Variance, Administrative Minor Variance, Minor Variance	Sec. 12.4.2.A		D		A-PH	
Administrative Modification	Sec. 12.4.2.B		D[2]			C
Warrant (Form-Based Codes)	Article 7		D			
Primary Variance	Sec. 12.4.2.A	R			D-PH[3]	
Secondary Variance	Sec. 12.4.2.A				D-PH	
Concurrent Variance	Sec. 12.4.2.A	R	R		R-PH	D-PH
Zoning modification	Sec. 12.4.2.B		R			D-PH

Tables notes:

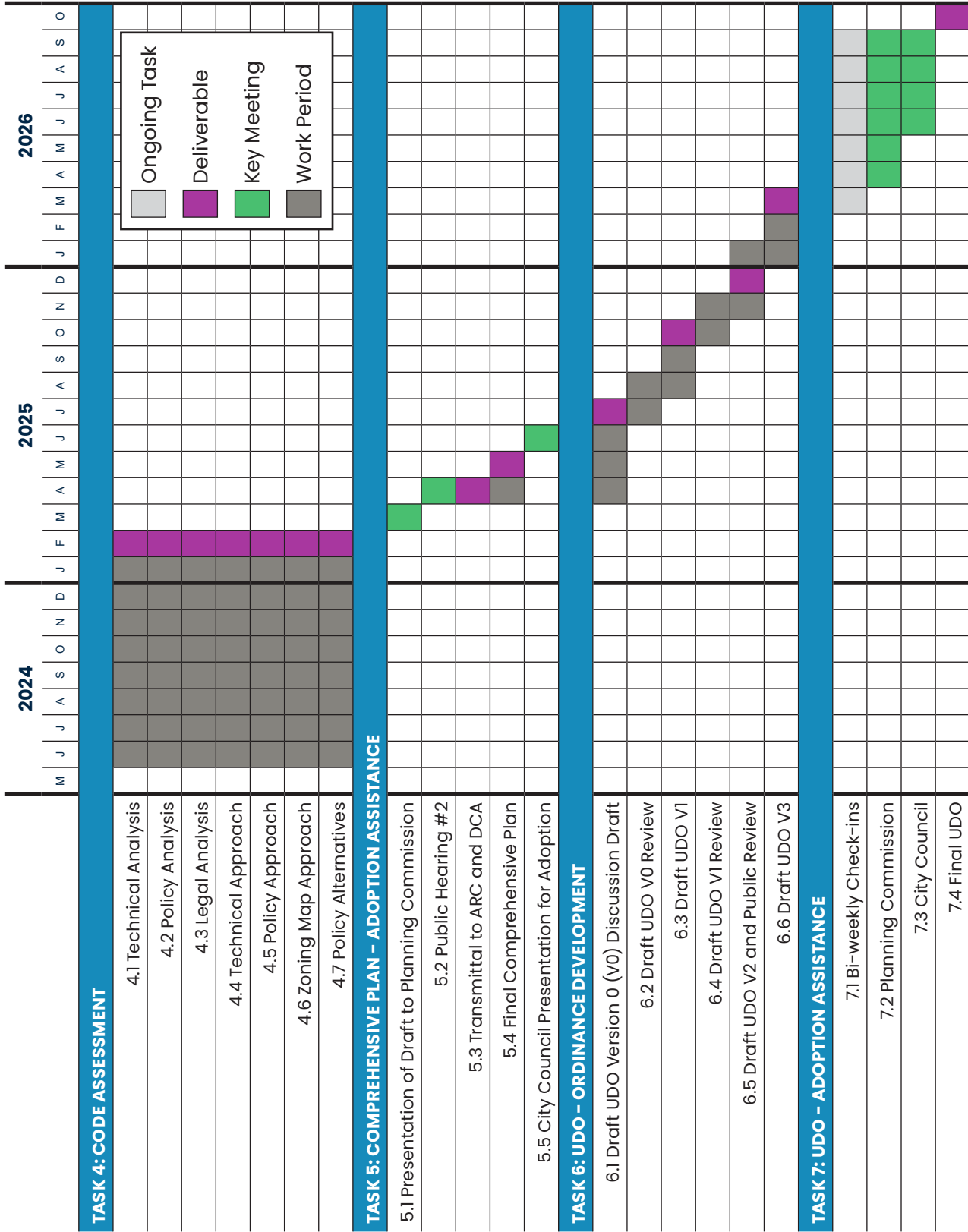
- [1] Review is limited. See Sec. 12.2.3
- [2] Appeals are processed as a Zoning Modification.
- [3] Includes stream buffer variances that are not concurrent with rezoning, use permit, or zoning modification.

SECTION 4:

Project Schedule



SECTION 4: PROJECT SCHEDULE



SECTION 5:

Additional Materials

STATEMENT OF QUALIFICATIONS FORM

RFP 24-02

DEVELOP COMPREHENSIVE TEN-YEAR PLAN AND CREATION OF A UNIFIED DEVELOPMENT ORDINANCE (UDO)

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at <http://dunwoodyga.gov>) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 24-02 Develop Comprehensive Ten-Year Plan and Creation of a Unified Development Ordinance (UDO), at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, we can terminate for cause.

SECTION 5: ADDITIONAL MATERIALS

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
<u>1</u>	<u>2-21-24</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company TSW Name: _____

Work is to commence on or about May 1, 2024. This contract shall be for two years with a one-year City option for extension.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City’s termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City’s termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The Proposer agrees to provide all work described in this document.

Legal Business Name Tunnell, Spangler & Associates, Inc. d/b/a TSW

SECTION 5: ADDITIONAL MATERIALS

Federal Tax ID **58-1873676**

Address **1447 Peachtree Street NE, Suite 850**

Atlanta, GA 30309

Does your company currently have a location within the City of Dunwoody? Yes No

Representative Signature _____

Printed Name **Caleb P. Racicot**

Telephone Number **404.873.6730**

Fax Number **N/A**

Email Address **cracicot@tsw-design.com**

SECTION 5: ADDITIONAL MATERIALS



TUNN&00-01

CBOURDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	CONTACT NAME: Carol Bourdon	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cbourdon@wscins.com	
INSURED Tunnell-Spangler & Associates, Inc. 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CONTINENTAL INSURANCE	35289
	INSURER B : CONTINENTAL CASUALTY	20443
	INSURER C : HARTFORD INSURANCE COMPANY	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6020707119	9/5/2023	9/5/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPL PRACTICES \$ 10,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			6020707119	9/5/2023	9/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6020707167	9/5/2023	9/5/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			44WECAT5YS8	9/5/2023	9/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabil			AEH254029695	9/5/2023	9/5/2024	Per Occurrence \$ 2,000,000
B	Ded. \$2,500			AEH254029695	9/5/2023	9/5/2024	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional named insured:
Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

UMBRELLA LIABILITY IS NOT EXCESS OVER PROFESSIONAL LIABILITY

CERTIFICATE HOLDER	CANCELLATION
FOR EVIDENCE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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SECTION 5: **ADDITIONAL MATERIALS**

City of Dunwoody, Master Plan for Georgetown/ North Shallowford Community Area

Kimley-Horn played a major role in the development and implementation of revitalization plans for the City of Dunwoody’s historic village center and Georgetown community area. Kimley-Horn professionals led the development of the initial multidisciplinary master plan for the two districts, which included significant public involvement to develop a market-based land use and transportation vision for the community. Each plan resulted in a 20-year action plan for community improvements and redevelopment. Public involvement efforts included a combination of stakeholder interviews, focus groups, website tools, and community workshops.

Following the master plan development, Kimley-Horn was selected by the City to develop the design and construction documents for Dunwoody Village Parkway. The project will modify a four-lane boulevard street into a two-lane Main Street. Kimley-Horn also is designing a series of parks and a multi-use trail as part of the City’s Project Renaissance in the Georgetown area. The parks will be the focal point of a 70-unit, village-style single-family development. Project Renaissance also includes a planned 3-acre commercial development as part of the public-private partnership on a formerly foreclosed, failed multifamily residential site.



CLIENT
City of Dunwoody, GA

LOCATION
Dunwoody, Georgia

REFERENCE
Michael Starling
678.382.6700
Michael.Starling@
dunwoodyga.gov

SERVICES
Master Planning,
Design, Public
Involvement



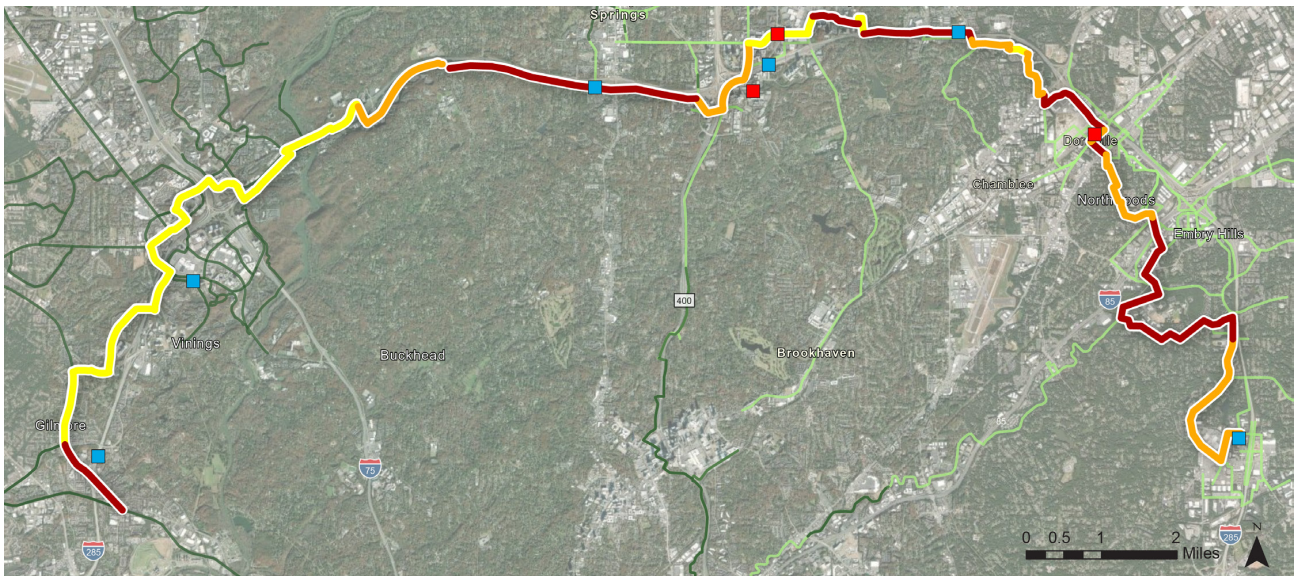
SECTION 5: **ADDITIONAL MATERIALS**

I-285 Top End Transit and Trails DeKalb, Fulton, and Cobb Counties

In the summer of 2018, a transit feasibility study along the “Top End” of I-285 from the City of Tucker in DeKalb County to the City of Smyrna in Cobb County was conducted by Kimley-Horn and Atlas. The study concluded that using a rubber-wheeled transit mode that utilizes the Georgia Department of Transportation’s (GDOT) planned I-285 Express Lanes is the most feasible option for creating a Top End Rapid Transit system. Based on local land use and economic development plans, the feasibility study identified potential station locations, evaluated the potential transit markets at these locations, and estimated the capital and operational costs of constructing a system of rubber-wheeled transit vehicles operating in the Express Lanes. Additionally, the

feasibility study evaluated potential funding sources for the Top End Rapid Transit system including different sales tax and special district value-capture options.

In 2019, a second phase, the I-285 Top End Rapid Transit Pre-Project Development Study, built on the initial feasibility study to create an updated service plan based on updated station assumptions, a more detailed cost-estimation for necessary capital improvements and system operations, an analysis of the projected travel time for the system compared to current drive travel times, and a ridership forecast for the system. Recommendations on methods for maximizing the benefit of the Top End Rapid Transit system were also developed.



- Proposed 285 Trail
- Proposed 285 Trail- Planned by Others
- Utilize Existing Trail
- Existing Trail
- Planned Trail by Others
- Proposed 285 Transit Station
- MARTA Transit Station

Kimley»Horn

CLIENT
City of Brookhaven, GA

LOCATION
**DeKalb, Fulton, and
Cobb Counties
Georgia**

REFERENCE
**Patricia Hansen, GPC
770.853.4720
patty.hansen@
brookhavenGA.gov**

SERVICES:
Transit Feasibility Study

Kimley»Horn

SECTION 5: **ADDITIONAL MATERIALS**

Perimeter Community Improvement Districts (PCIDs) Consolidated Master Plan

For two decades, the PCIDs have led efforts to accelerate transportation and infrastructure improvements at the crossroads of I-285 and GA 400 to create one of the South’s most livable centers. In that time the PCIDs, with their partners at state and local levels, have invested in public improvements that continue to transform the once suburban, auto-centric commercial district into one of the fastest growing and most dynamic mixed-use, transit-oriented activity centers in the Southeast United States.

In 2018, the PCIDs began its next generation of leadership and commenced a process to sustain the area’s quality, competitiveness, and accessibility in light of continued market growth and regional transportation investments.

The result is the Perimeter CIDs Consolidated Plan built upon:

- Review, analysis, and consolidation of previous planning efforts, studies, and proposed projects into a single, cohesive, strategic plan.
- Engagement of PCIDs staff and board members in a constructive conversation regarding the vision, goals, and direction of the district for the next 5-10 years.
- Development of a clear action plan and short-term work program to guide the organization’s continued investments, programmatic activities, and staff resources.

The completed plan consolidated over 65 previous plans and initiatives in and surrounding the district into a single action plan focused on improving access into and out of the district, including expanding transit services; enhancing multi-modal mobility within the district; and creating value through placemaking and quality of life enhancements. In addition to a 3-tier, prioritized project list and action plan, the master plan effort included the development of project fact sheets for all short-term projects that can be maintained and regularly updated by CID staff and creation of a 10-year cash flow model to anticipate and monitor project expenditures against available resources.



CLIENT

Perimeter Community Improvement District

LOCATION

Dunwoody, Brookhaven, and Sandy Springs, Georgia

REFERENCE

**Ann Hanlon
770.390.1781
ahanlon@perimetercid.org**

SERVICES:

Transit Feasibility Study



SECTION 5: **ADDITIONAL MATERIALS**

City of Dunwoody, Project Renaissance Redevelopment Design Services

Kimley-Horn has played a major role in the development and implementation of revitalization plans for the City of Dunwoody’s historic village center and Georgetown community area. Kimley-Horn professionals led the development of the initial 2010 multidisciplinary master plans for the two districts, which included significant public involvement to develop a market-based land use and transportation vision for the community. Each plan resulted in a 20-year action plan for community improvements and redevelopment. Public involvement efforts included a combination of stakeholder interviews, focus groups, website tools, and community workshops.

Kimley-Horn then provided complete design and construction documents for three new City of Dunwoody parks and a multipurpose trail that links the parks together. The three parks (Georgetown, Dunwoody Green, and Pernoshal Park) were developed as part of the City’s Project Renaissance, a new mixed-use residential infill project. The parks will be the focal point of a 70-unit, village-style single-family development. Each park is strategically located throughout the proposed mixed-use residential area and is easily accessed via a multipurpose community trail. These three parks provide valuable recreation and gathering space for residents while acting as important gateway elements to Project Renaissance.

Key Staff: Eric Bosman, project manager



CLIENT

City of Dunwoody, GA

LOCATION

Dunwoody, Georgia

REFERENCE

Brent Walker (Former Parks Director)
770.730.5600
bwalker@sandyspringsga.gov

SERVICES:

Master Planning, Public Involvement, Visioning, Park and Trail Design



SECTION 5: ADDITIONAL MATERIALS

RECENT CODE STUDIO PROJECTS

FORM-BASED CODES

- Asheville Haywood Road Form-Based Code
- Asheville River Arts District Form-Based Code
- Binghamton Main St/Court St Form-Based Code
- Broken Arrow New Orleans Square Form-Based Code
- Chapel Hill Ephesus/Fordham Form-Based Code
- Charlottesville Main Street Form-Based Code
- Chattanooga Downtown Form-Based Code
- Cleveland Pilot Area Form-Based Codes
- Fort Worth Stockyards Form-Based Code and Historic District Guidelines
- Hattiesburg Midtown Form-Based Code
- Heart of Peoria Development Code
- Ithaca Collegetown Form-Based Code
- Knoxville Cumberland Avenue Form-Based Code
- Knoxville South Waterfront Form-Based Code
- Malta Downtown Form-Based Code
- Milwaukee Equitable Growth through TOD Study
- Newport North End Urban Plan
- Portales Downtown Master Plan and Code
- Simsbury Center Form-Based Code
- TCU/Berry Street Form-Based Code
- Tuscaloosa Recovery Area Zoning
- Virginia Beach Oceanfront Form-Based Code

AREA CODES

- Arvada Downtown Design Guideline Implementation
- Charleston Calhoun Street East/Cooper River Plan and Zoning Recommendations
- Dallas Mixed Use & TOD Districts
- Jackson District 1 Zoning
- Jackson District 2 Zoning
- Jackson Districts 3-6 Zoning
- Missoula Design Excellence Project
- Nashville Downtown Sign Code
- Prince George's County Mixed Use & TOD Districts
- Sandy Springs North End Districts
- Savannah Zoning Consultation
- San Antonio VIA Metropolitan Transit TOD Districts
- Sun Valley Comprehensive Plan Implementation

DEVELOPMENT/ZONING CODES

- Atlanta Zoning Code
- Buffalo Unified Development Code
- Chapel Hill Land Use Management Ordinance Diagnostic Review
- Charlotte Urban Street Design Guidelines - Subdivision Code Revisions
- Charlottesville Zoning Ordinance
- Cincinnati Land Development Code
- Concord Zoning Code Update
- Decatur Unified Development Code
- Denver Zoning Code Update
- Detroit Zoning Ordinance Update
- Driggs Land Development Code
- Encinitas Housing Plan Zoning Implementation
- Fort Myers Growth Management Code
- Grand Junction Zoning and Development Code
- Greenville Development Code
- Jackson/Teton County Land Development Regulations
- Jubail Industrial City Development Code
- Honolulu Land Use Ordinance
- Los Angeles Zoning Code
- Memphis/Shelby County Unified Development Code
- Montrose Land Use Code Critique
- Newton Zoning Code
- Pflugerville Development Code Diagnostic
- Piqua Land Use and Development Code/Thoroughfare Plan Update
- Pittsburgh DesignPGH + ArtPGH
- Pomona Development Code
- Raleigh Unified Development Ordinance
- Roswell Unified Development Code
- Sammamish Development Code
- San Marcos Development Code
- Sandy Springs Development Code
- Spotsylvania County Urban Development Area Code
- Stafford County Urban Development Area Code
- Victor Land Development Code
- West Feliciana Parish Toolkit Implementation
- West Palm Beach Historic District Mass and Scale

SECTION 5: **ADDITIONAL MATERIALS**

FEATURED PROJECT: CITYWIDE CODE

CHARLOTTESVILLE, VIRGINIA

ZONING ORDINANCE UPDATE

2021 - Present

Contact: James Freas
Director, Neighborhood Development Services
freasj@charlottesville.gov
(434) 970-3182

Rhodeside & Harwell (Lead)
Code Studio
HR&A Advisors
Brick & Story

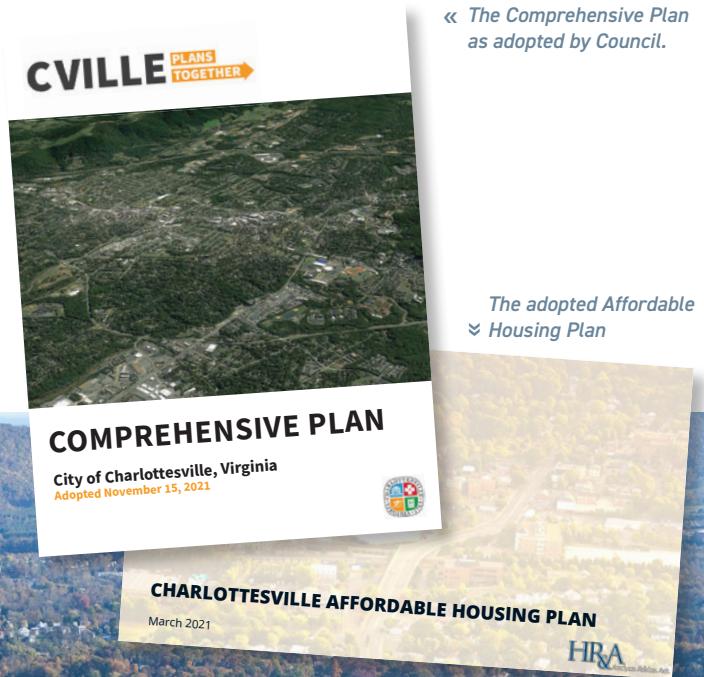
In 2021, the City of Charlottesville adopted a pivotal Comprehensive Plan update, focused on equity and affordability. Immediately following this two-year effort, Code Studio was tasked with updating Charlottesville's existing Zoning Ordinance to implement the new vision and goals of the plan. Currently, Code Studio is working with the project team to produce a robust zoning diagnostic and approach report to serve as a road map for the drafting of the new ordinance.

Charlottesville's new zoning code will balance critical community goals including: increasing housing options and affordability, protecting legacy residents from displacement, and preserving historic and cultural resources. Code Studio is modeling infill scenarios on real sites to illustrate how new development standards can produce outcomes that offer more housing options while respecting the existing context of Charlottesville's neighborhoods. Working closely with HR&A Advisors, Code Studio will implement policies to require and incentivize affordable housing in small-scale and large-scale development projects.

Website: cvilleplanstogether.com

PLAN IMPLEMENTATION & DIAGNOSTIC REPORT

Code Studio is modeling representative infill sites to facilitate conversations with neighborhoods about how the goals of the plans will be implemented throughout the City.



« *The Comprehensive Plan as adopted by Council.*

The adopted Affordable Housing Plan



SECTION 5: ADDITIONAL MATERIALS

INCREASED HOUSING OPTIONS & AFFORDABILITY

Code Studio is working on zoning strategies to provide a greater variety of housing types, particularly on infill site in existing neighborhoods.



⤴ Primarily single-family neighborhoods like Barracks Rugby will allow more housing options with the new zoning code

ANTI-DISPLACEMENT ZONING TOOLS

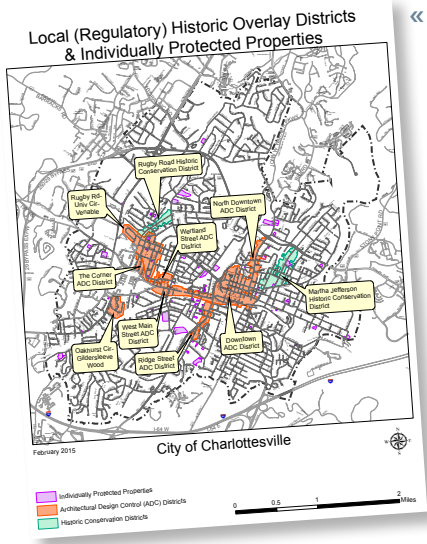
In "Sensitive Areas" identified in the Comprehensive Plan, Code Studio is working on zoning strategies to provide stability and wealth-building opportunities to legacy residents.



⤴ "Sensitive Areas" like Fifeville will focus on allowing more housing options while prioritizing retention of legacy residents

HISTORIC CHARACTER & INFILL COMPATIBILITY

With many areas of unique historic significance, Code Studio is drafting development standards that maintain high-quality design and neighborhood compatibility, while allowing for more flexible and affordable housing types by-right.



⤴ Existing Historic Districts & Protected Properties



⤴ Zoning updates in the Historic Downtown Mall Historic District will focus on streamlining processes for development projects



⤴ Zoning updates in the North Downtown Neighborhood Historic District will focus on context-sensitive housing options

SECTION 5: ADDITIONAL MATERIALS

FEATURED PROJECT: CITYWIDE CODE

GREENVILLE, SOUTH CAROLINA

ZONING ORDINANCE & ENGINEERING DESIGN MANUAL UPDATE

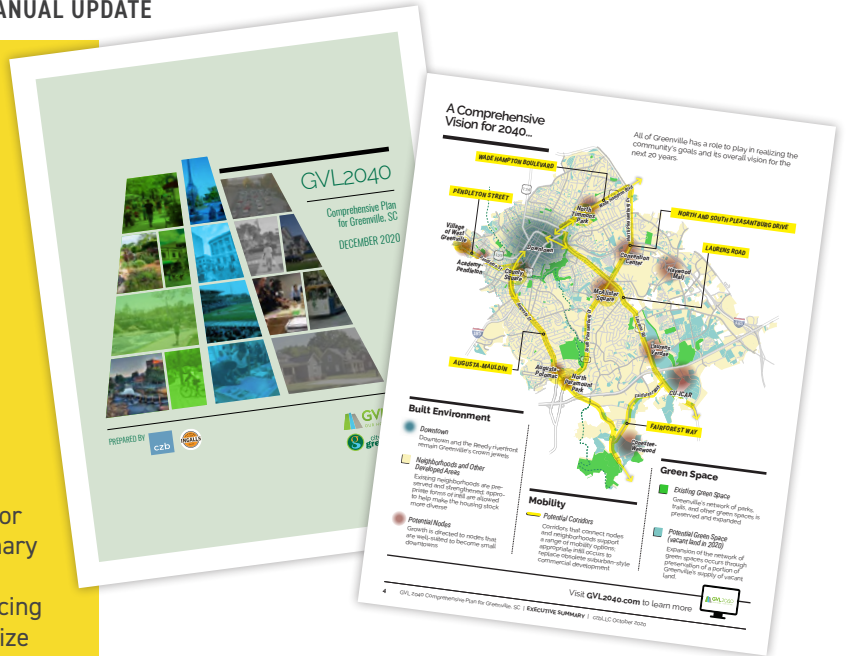
2021 - Present

Contact: Shannon Lavrin
City Manager
slavrin@greenville.org
(864) 467-3816

czb (Lead)
Code Studio
Ingalls Planning & Design
MRB Group
Weston Consluting

At the end of 2020, the City of Greenville adopted GVL2040—a comprehensive plan for the next 20 years committing to three primary goals: preservation of land for open space, support for affordable housing, and embracing expanded mobility options. In order to realize these goals, Greenville tasked the team to rewrite the current land development ordinance, including the engineering design manual. This comprehensive ordinance rewrite has allowed the team to identify misalignments and streamline standards throughout the development review process, ensuring that the zoning code, subdivision ordinance, stormwater standards, and streetscape requirements are clearly defined and implement the goals of GVL2040.

Currently, Code Studio is working closely with czb on Small Area Planning to test the zoning districts on real sites to illustrate how the new development standards can produce predictable outcomes that are reflective of the community's vision of future growth in Greenville.



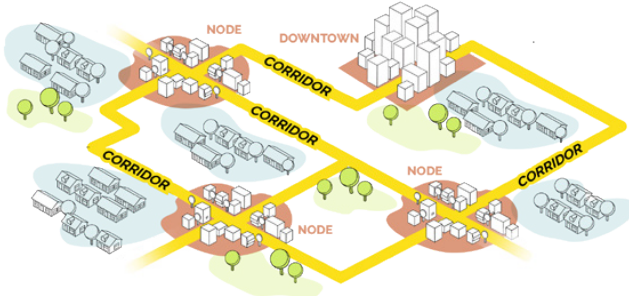
Adopted Comprehensive Plan: GVL2040



SECTION 5: ADDITIONAL MATERIALS

NODE & CORRIDOR FRAMEWORK

The new code and engineering manual will reflect the new framework of GVL2040, organizing growth into a series of nodes and corridors distributed through the city.



HISTORIC CHARACTER & INFILL COMPATIBILITY

With development pressures rapidly changing the character of many Greenville neighborhoods, Code Studio is drafting development standards that maintain high-quality design and neighborhood compatibility, while allowing for more flexible and affordable housing types by-right.

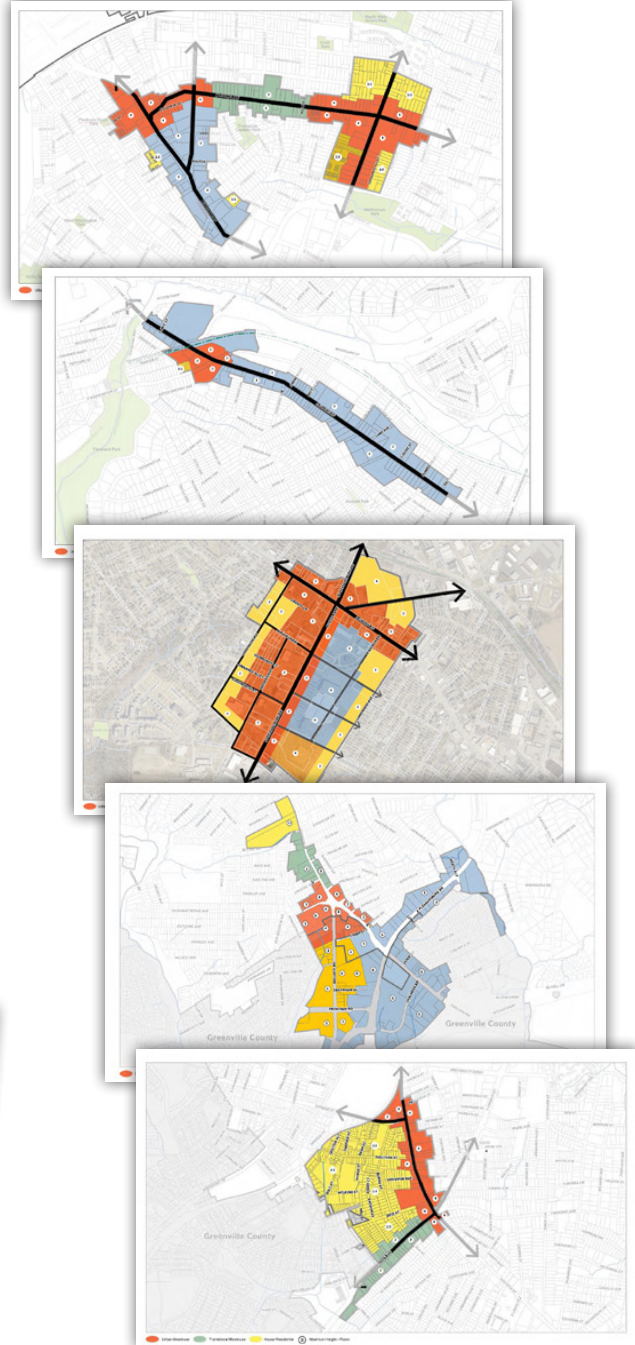
Swamp Rabbit Trail
along Unity Park



Village of West Greenville

SMALL AREA TESTING

Code Studio is working with the project team to engage with stakeholders for 5 small areas representative of development patterns found in Greenville to test development standards.



SECTION 5: **ADDITIONAL MATERIALS**

FEATURED PROJECT: CITYWIDE CODE

SANDY SPRINGS, GEORGIA

UNIFIED DEVELOPMENT CODE

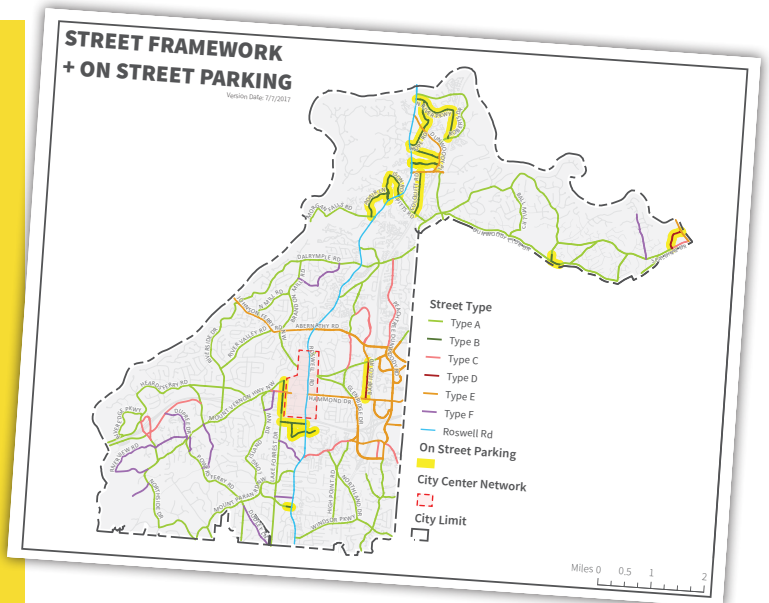
2017 - Present

Contact: Jim Tolbert, Assistant City Manager
jtolbert@sandyspringsga.gov
(770) 206-1418

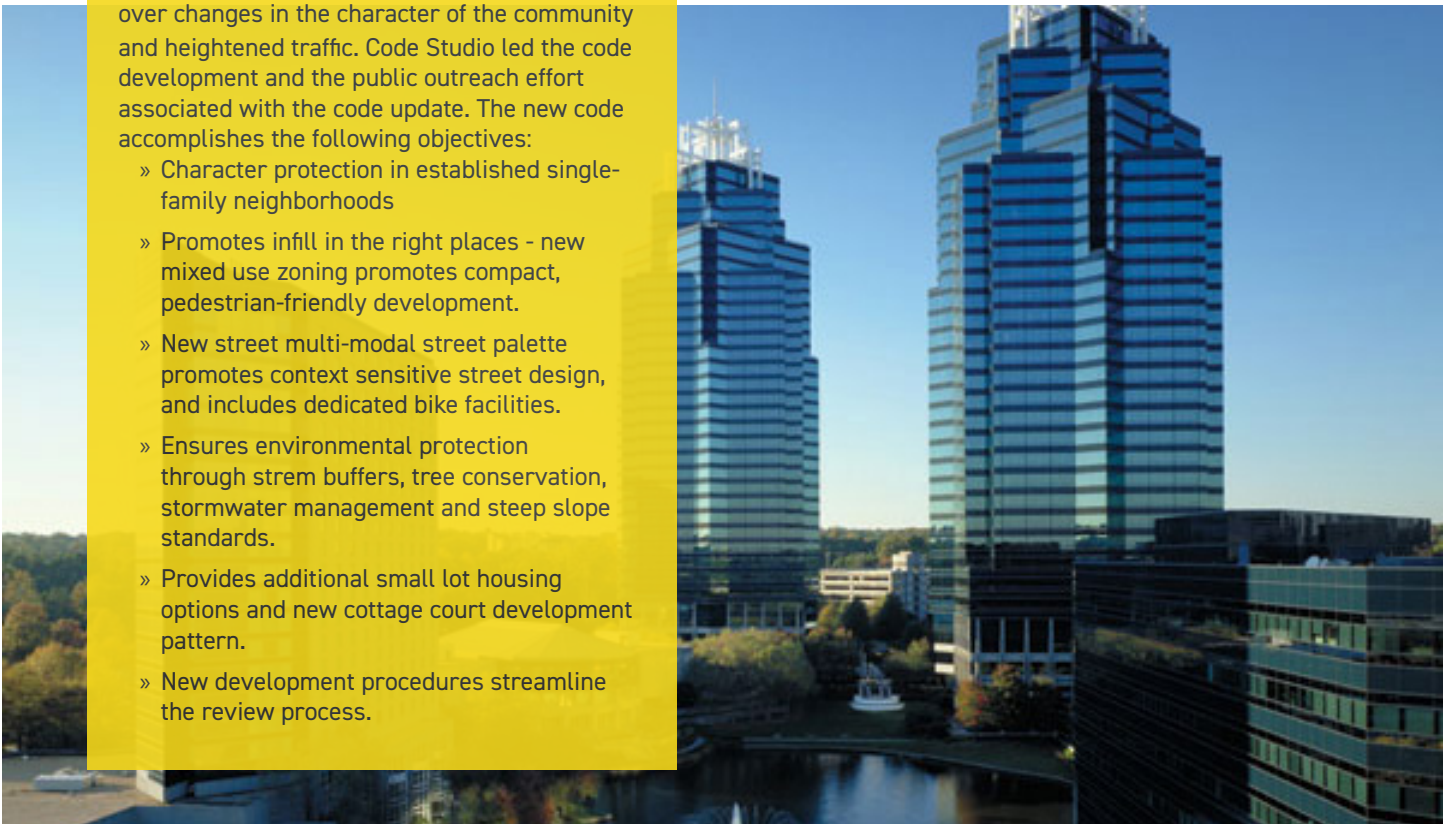
Code Studio (Lead)
Rhodeside & Harwell
Nelson/Nygaard
RCLCO

Code Studio, along with Rhodeside & Harwell, is assisting the City of Sandy Springs to update their Comprehensive Plan and prepare a new Unified Development Code. Growth near and within Sandy Springs has been spurred by the relocation of the Mercedes-Benz headquarters and the nearby development of a new Atlanta Braves stadium. This growth raises concerns over changes in the character of the community and heightened traffic. Code Studio led the code development and the public outreach effort associated with the code update. The new code accomplishes the following objectives:

- » Character protection in established single-family neighborhoods
- » Promotes infill in the right places - new mixed use zoning promotes compact, pedestrian-friendly development.
- » New street multi-modal street palette promotes context sensitive street design, and includes dedicated bike facilities.
- » Ensures environmental protection through stream buffers, tree conservation, stormwater management and steep slope standards.
- » Provides additional small lot housing options and new cottage court development pattern.
- » New development procedures streamline the review process.



Citywide street and off-street parking framework



SECTION 5: ADDITIONAL MATERIALS

SMALL LOT HOUSING OPTIONS

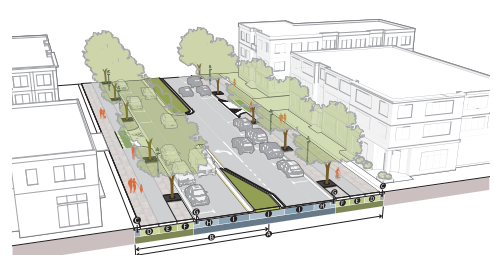
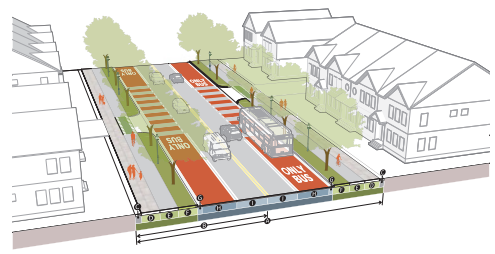
- » New single-family and multi-family zones allow a variety of multi-unit lot configurations.
- » Lot types establish a common vocabulary and advise users to available options.



» Cottage Court development standards

MULTI-MODAL STREET PALETTE

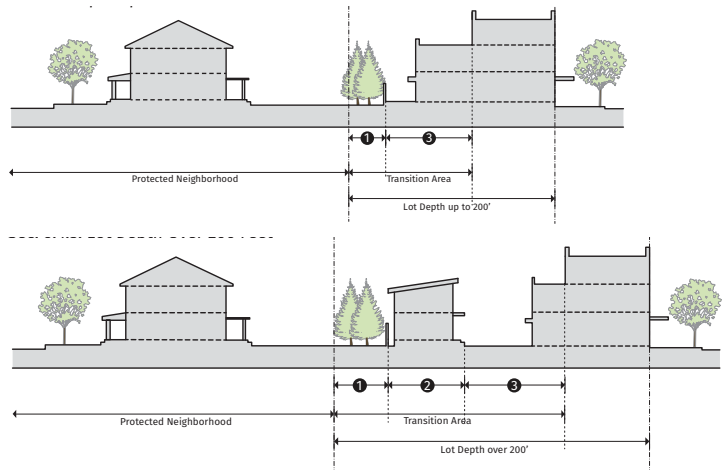
- » New streets options allowing a variety of alternatives for transportation.
- » Context sensitive street design allow a holistic approach to placemaking.



» Walkable street typologies

PROTECT NEIGHBORHOOD TRANSITIONS

- » Establishing neighborhood transitions to preserve the character of established single-family neighborhoods.
- » Moderating the height of development to decrease the impact of new multi-story structures.



» Neighborhood transition zones »



EXHIBIT "B"

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____,

_____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) I Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury Coverage

3. Automobile Liability

- (a) \$ 500,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as

respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

*Affidavit Verifying Status
For City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Dunwoody has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

CITY OF DUNWOODY

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____