

October 19, 2016

Ms. Laura Talley
Director, Planning and Community Development
City of Boerne
402 E. Blanco
Boerne, Texas 78006

RE: City of Boerne Master Plan Update – Engagement Letter

Dear Ms. Talley,

We are pleased and honored to have been selected to update the Master Plan for the City of Boerne. We left the interview even more excited than we entered and thoroughly enjoyed our visit with you and the review team. We look forward to working with you, the Project Team, and the Boerne community on this important project.

Our understanding of the project objective is to update the Master Plan for the City of Boerne, Texas, and the area within the City's Extra-Territorial Jurisdiction (ETJ) (the planning area) with a planning horizon of 2035 with short-term goals for the first 1, 3, and 5 years of implementation along with recommendations for plan update and amendment.

Guiding Project Goals include:

- Develop a Master Plan that will provide the foundation and framework for long-range policy direction for land-use and community character (placemaking), transportation and circulation, economic development, housing, community facilities and services, infrastructure and utilities, natural resources, and historic and cultural resources.
- Through the planning process, specific plan elements may be added or deleted based on the specific needs of the Boerne community.
- The Plan will be developed through a participatory community engagement effort.
- The Plan will be developed through a constant draft, review, and comment feedback loop.
- The Plan will be laid out in an easy to read format allowing readers to use the plan in its entirety or select elements pertinent to their needs.
- The Plan will be richly illustrated with sketches, renderings, photographs, and maps.

The following scope, fee schedule, and project schedule are based on the following assumptions:

CITY STAFF SUPPORT:

It is assumed that City staff will actively participate in the project by providing to the consultant all existing data, plans and reports, GIS data, and will assist in the distribution of materials, meeting set-up, and other logistical functions. Staff will coordinate meeting logistics with the Steering Committee and the public and review draft documents for initial comment.

DATA:

To the greatest extent possible, the data gathered for this project will be based on existing information, reports, etc. In the event that the City requests data be created that goes beyond the need of a traditional master plan such as traffic counts or detailed economic analysis not included in this scope or traditionally included in master plans, a contract amendment may be necessary.

STEERING COMMITTEE (SC):

This advisory group will provide project leadership and guide the planning process. This group is intended to be a working group, with assistance provided by the consultant and City staff. The makeup of the Steering Committee is intended to provide a proxy for the diverse views in the community as a whole. Suggested interests represented on the committee include: business and industry; healthcare; education; real estate / developers; parks and recreation; historic preservation; arts and culture; small business and entrepreneurs; special interest groups; and, next generation leaders. Committee composition will be determined by the City Manager in accordance with direction from the Mayor and City Council.

The major tasks of the committee are to: analyze, prioritize and balance community issues.

The Steering Committee is expected to meet 3-5 times through the planning process. A meeting schedule will be established as part of the first committee meeting.

TECHNICAL ADVISORY COMMITTEE (TAC):

The TAC will be an advisory group comprised of 10- 12 city staff members namely, department heads or their designee. This committee is a working committee providing background support and context to the planning process and providing technical support to the Steering Committee and project team. Input from the TAC will be critical in the development and prioritization of implementation measures. The Master Plan when adopted will be implemented and administered by these public sector officials and it is their expertise that is needed to develop a plan that will succeed.

It is anticipated that the Technical Advisory Committee will meet 3 – 5 times over the 9-month planning process.

PROJECT TEAM:

The Project Team provides direction and feedback on the planning process, assists with the logistics of meetings and outreach, and serves as a liaison between the consultant team and the City of Boerne. The Project Team will be comprised of the consultant team and City Project Manager with other key staff responsible for plan development and implementation. It is expected that the Planning Director, City Manager and/or Deputy City Manager and one or two key department heads will participate in project team meetings.

It is anticipated that the Project Team will convene at least monthly either in-person or via conference call throughout plan development and adoption.

ADOPTING BODIES:

The Master Plan will be adopted by the Boerne City Council following recommendation from the Steering Committee and Planning and Zoning Commission.

SCHEDULE:

The consultant is assuming a 7-month planning process plus 2 months for review, comment, and adoption. This will provide adequate time to complete all tasks, engage the public, and write and deliver a final plan. Every effort will be made to expedite the process with the goal of early completion and adoption; however, the plan will not be expedited in such a way that community outreach and engagement efforts are sacrificed or compromised.

Note: City of Boerne staff members are referred to as “staff” throughout the scope while Burditt Consultants and any sub-consultants will be referred to as the consultant or the consultant team.

This phase of the project provides the opportunity for the consulting team and City Project Team to develop a detailed schedule and plans for project kick-off. This phase is expected to take approximately 45 days and will not exceed 60 days.

Activities include: Establish project understanding and objectives with Client’s Project Manager and the Consultant Team:

- Define objectives;
- Confirm schedule;
- Identify all team members (including City staff, officials, administration, boards, and stakeholders) and roles;
- Identify decision makers, milestones and target deliverables;
- Identify base information to be examined by team and arrange with staff to obtain;
- Identify critical community information to identify relevant issues that affect the physical planning for the project (including identification of facilities to be considered for committee meetings, town hall meetings, and the like.

Pre-Planning Deliverables:

- Project Kick-off Memo
- Detailed project schedule

Phase I - COMMUNITY ENGAGEMENT & OUTREACH

While some specifics on public outreach methods and other considerations will be developed and evolve in response to the needs of the Boerne community, this scope assumes our ability to meet or exceed the community engagement efforts outlined in the Request for Proposals.

A. Community Engagement Strategy

Key to project success will be a community based – people first – approach to plan development that includes a thoughtful community engagement process including a wide range of mechanisms for people to share their ideas, questions, and concerns. In order to accomplish this a written Public Engagement Strategy will be prepared as one of the first steps in the planning process. The Strategy will cover topics such as determining who should be involved, how much involvement is needed, and identifying desired outcomes from community engagement, and strategies to make meetings and outreach more effective. It is anticipated that traditional stakeholder involvement methods such as community meetings, Town Hall sessions, press releases, and flyers will be supplemented with innovative methods making use of technology and social media, online engagement, small group and neighborhood discussions, art as a communication tool, youth engagement, and interactive GIS, all heavily dependent on graphics and illustrations to convey information and ideas.

As part of developing the Public Engagement Strategy the plan will be branded. A title, logo, and hashtag(s) will be developed with supporting color boards and fonts. This branding package will be used throughout the planning process and the plan itself to provide quick recognition of marketing and plan materials.

B. Project Website and App

We propose to use Urban Interactive Studio’s (UIS) EngagingPlans and EngagingApps to facilitate online community involvement for this process. UIS has 8 years of experience working on hundreds of public participation websites for planning projects, and the flexible toolkit will allow us to develop a digital participation strategy that helps elicit ideas from the community about economic growth and enhanced livability for the future of Boerne.

EngagingPlans will be used to create the project website, where we will share project information via features like a document library and events timeline. The site will also have the ability to host surveys and polls, and an idea wall will allow us to ask open-ended questions in a visual and user friendly way.

EngagingApps will allow us to create more robust online involvement opportunities, including activities such as:

- interactive mapping,
- digital workshops to complement community meetings,
- budget and impact simulators to support prioritization efforts, and,
- an interactive web version of the plan once it is complete.

By using these existing templated platforms, we will save on budget in this area and minimize the time and challenges typically associated with building a new web presence from scratch. EngagingPlans and EngagingApps are optimized for mobile devices, which will also help us reach individuals during leisure time, commutes, or while on the go. These tools will allow us to reach a broader cross-section of the community by offering participation opportunities that are accessible to a variety of demographics and populations. Special effort will be made to reach a demographic sampling that is representative of community demographics.

- C. *Social Media*: Social media has become an important part of citizen engagement. We will utilize Facebook, Twitter, Instagram, and other outlets found to be popular in Boerne to engage and communicate with residents. This is not merely an opportunity to share information but also a way to dialogue with residents.

A YouTube Channel will be established for the project where info-mercials, public service announcements, video summaries of meetings, and other recordings and outreach can be shared.

- D. *Community Conversations*: Not everyone is comfortable attending a meeting at City Hall nor can the perfect meeting time and place be found for everyone. In order to reach as many people as possible in a way that results in substantive, meaningful discussion and outcomes, we recommend planning for 15-20 Community Conversations as part of the planning process. These small focus group meetings provide an opportunity for the team to meet people where they live, work, and play. Burditt will work with the Steering Committee to reach out to employers, churches, neighborhood organizations, hospitals, small businesses, civic clubs, and other entities as identified through the development of the engagement strategy. A final list will be refined with the Steering Committee. We expect 15-20 Conversations though more may be added as groups and opportunities are identified.

- E. *Community Forum*: The objective of the Community Forum is to gather information about people's opinions about what is working and not working in Boerne and begin to shape a vision for future success and resiliency. The meeting will be widely publicized and free child care provided. Residents will be invited to meetings using social media, press releases, phone calls, and other outreach efforts as identified by the Project Team and Steering Committee.

Public Design Forum: Also known as a 'charrette', the Public Design Forum process is a half-day collaborative land use and design process that provides a consensus-based foundation for the Master Plan. The Public Design Forum process is intended to not only involve the public, but also to address complex planning issues by bringing together multiple disciplines, stakeholders and viewpoints to solve problems holistically.

- F. *Public Officials Joint Roundtables*: These special-called meetings are an opportunity for the planning team to share community feedback and plan concepts with public officials. We anticipate two roundtables, one to introduce the plan and solicit feedback and priorities and a second to share plan concepts and discuss implementation strategies.

- G. *Thematic Surveys*: Development and analysis of a series of monthly thematic community surveys to be distributed online through the project website, via social media, printed in the newspaper, and hard copies placed at convenient locations in the city (such as City Hall utility billing window, senior center, and other locations identified by the Steering Committee and City staff).

- H. *Press Releases*: Press releases will be sent to media outlets at least monthly though updates may be more frequent at various stages of the process. A press kit and media blast list will be developed as part of the project planning phase.

- I. *Posters / Flyers*: Posters and flyers will be developed and distributed to inform the community that the City is pursuing a update to the Master Plan, what it means to them, and to encourage them to get involved online or at a community meeting. New flyers will be developed for each Town Hall meeting. The consultant team will assist in distribution of flyers and will seek assistance from community groups, churches, employers, and others to reach as many people and places as possible.

- J. *Optional Engagement Efforts (Contract Alternate)*:

- a. *Youth Planning Day* to encourage the next generation of Boerne residents to share their ideas for the future of the community. This is an excellent opportunity to partner with area schools
- b. *Community Art Project* to allow people to express wants and needs in a different manner

- and leave a lasting, tangible record of the community’s vision for their future of Boerne. This effort may be an opportunity to engage local artist, art groups, or school art classes.
- c. *Pop-Up Style Engagement*: Sidewalk cafes, world cafes, coffee chats, parklets, or other on-the-ground opportunities for people to envision what their community could become and how they might live in it.
 - d. *Plan-In-A-Box*: These kits can be checked out by residents interested in facilitating their own meeting. The kits include instructions for facilitators, forms, maps, graphics, and necessary office supplies – everything needed to hold a small group discussion about the future of Boerne.
 - e. *EngagingApps Workbook*: This is similar to a hyper-visual-interactive survey. It can include activities designed to address specific areas of concern or questions arising during the planning process (e.g. alternative growth scenarios, designated areas of transformation, plan recommendations, etc.), and typically includes interactive feedback opportunities like drag-and-drop prioritization, visual preferences, clickable maps, and results charts that adapt to responses in real time.
 - f. *EngagingApps Interactive Plan*: An electronic version of the final Master Plan. This can be as high level or as specific as desired, depending on the critical elements for the public.

Phase I Deliverables

Community engagement and outreach is an on-going effort throughout the plan development and implementation process. Early deliverables included in this phase include:

- Community Engagement Plan
- Project website and social media outlets
- Project title and brand board

Phase II - BASELINE ANALYSIS

The Baseline Analysis phase of the planning process establishes a benchmark of information on existing conditions, including identification of issues and opportunities. Data collected will not be encyclopedic nor an exhaustive iteration of all data that is available. Pertinent data that establishes a benchmark for plan implementation and growth and change in the community will be identified and analyzed along with core data that establishes context for goals and initiatives included in the plan.

The consultant team will identify available data and maps regarding existing land use, development patterns, transportation and infrastructure, current plans and regulations, and other pertinent information. A strategy for addressing any critical gaps will be developed and all data will be analyzed and the findings documented.

As part of this process, the Steering Committee and Technical Advisory Committee will work with the Consultant Team to begin to identify performance metrics - the outcomes against which plan implementation will be tracked and measured.

Task 2.1 Data Collection and Analysis:

- A. Department Head and Key Leader meetings: These meetings with individual City staff provide context and background for plan content and priorities.
- B. Report of Accomplishments: Based on meetings with City staff a Report of Accomplishments will be prepared to highlight accomplishments and initiatives since the current Master Plan was updated. The Report works with the Existing Conditions Assessment to provide a benchmark for plan implementation.
- C. All available existing plans, reports, aerials, and data that pertain to the plan will be gathered from relevant departments and agencies and analyzed by the consultant team.
- D. The City staff will provide the consultant with available digital GIS data for preparation of community analysis and generation of plan maps. In the event data are not available the consultant team will work with City staff to develop alternatives from public, private or generated sources.

Task 2.2 Existing Conditions Assessment: A comprehensive assessment of all of the existing conditions, trends, and opportunities and challenges – physical, economic, and social – will be undertaken. This assessment will provide the basis for plan goals and objectives, serves as a springboard for land development alternatives, and set the stage for implementation of the Master Plan.

The following topic areas will be addressed as part of the assessment:

- A. *Community Design*: Development of an analysis of Boerne’s form at three levels: citywide, neighborhood, and individual corridor or block (in select cases).
- B. *Land Use and Character Areas*: Inventory pertinent data and land use information within the city and on the city fringe utilizing all available information resulting in an Existing

- Land Use Map;
- C. *Population, Household and Labor Force Characteristics and Trends*: Development of a demographic profile;
- D. *Employment and Economic Characteristics and Trends*: Development of an overview of the local economy;
- E. *Quality of Life*: Using GIS and other tools, the consultant will analyze city and neighborhood quality of life amenities, such as parks and recreation facilities, and “third spaces” such as coffee shops and other gathering places where people can come together when not at home or work. Any gaps or deficiencies will be noted.
- F. *Transportation Systems & Circulation*: Development of a basic transportation analysis, describing and quantifying existing systems, connectivity, and walkability.
- G. *Utilities and Infrastructure*: Current utility and infrastructure services will be identified including water, sanitary sewer, stormwater, electric, natural gas, and Internet connectivity. The consultant team will work closely with City staff to identify opportunities and deficiencies in services in those utilities provided by the City of Boerne including level of service and quality of service. This element is intended to work with a Capital Improvement Plan (CIP) and other utility master plans and is not intended to take the place of these plans.
- H. *Green Infrastructure*: A natural resource inventory will be conducted to identify key natural systems influencing the function, growth and sustainability of Boerne. Studies will include evaluation or generation of land cover classification, urban forest canopy classification, wetland and riparian resources, floodplain, sensitive habitat, prime farmland, soil characterization and other systems deemed informative in the planning effort.
- I. *Historic and Cultural Resources*: An inventory of existing cultural and historic resources will be conducted in order to ascertain current and future needs to manage these resources and to develop goals, policies and strategies for their appropriate use, preservation and protection. Where the data is available, utilize GIS resources to map these attributes for use in the planning process.
- J. *Community Facilities and Services*: Working with City staff, existing plans and reports, and other data as may be available, a summary of needs and opportunities related to parks and recreation, public safety, emergency services, library, etc., will be developed.

Phase II Deliverables

- Existing Conditions Assessment including Report of Accomplishments, Report of Findings from existing plans, studies, and regulations, Existing Land Use Map and Community Form Analysis, and accompanying maps and graphics.

PHASE III - MASTER PLAN PREPARATION

In order for the Master Plan to be effective it must identify the challenges that the community faces and present solutions in the form of recommended policies, development standards, and community projects and programs. The Master Plan will:

- A. Be focused on implementation – outlining prioritized steps for the City, the community, and stakeholders to take;
- B. Develop placemaking strategies specific to Boerne to better utilize the natural and built assets of the community;
- C. Identify economic development potential, outlining ways to diversify the local economy;
- D. Recommend future growth and annexation policy, if any;
- E. Evaluate public facilities;
- F. Identify viable funding sources for plan implementation;
- G. Identify and analyze public and private partnering opportunities for the City;
- H. Provide policies and actions fostering the City’s fiscal sustainability;
- I. Evaluate the walkability, livability, quality of life and sense of place of Boerne and make recommendations for future enhancement; and
- J. Be market-driven focusing on market conditions and attainable goals that provide excellent quality of life while allowing the City to remain good stewards of public dollars.

Task 3.1 Vision and Strategic Directions

A long-term, consensus-based vision, rooted in community values, is the foundation of the Boerne Master Plan development process. The Vision Statement helps citizens and decision-makers remember the ends to which the Plan aspires. In concert with Plan goals, it should temper and guide

the interpretation, application, and amendment of the Master Plan over time. The Strategic Directions are intended to clarify the intent of the vision statement and establish the context for the policies, recommendations, and strategies. Following is a brief outline of the Visioning Process:

- A. *Steering Committee Meeting:* The City's Steering Committee is organized for undertaking the plan and represents the first step in the visioning process. The consultant team will provide an orientation on visioning and engage the Committee in a work session about key aspects of the public participation program.
- B. *Technical Advisory Committee Meeting:* The Technical Advisory Committee will play an important role in shaping an aspirational vision for the future of the community as seen through the lens of implementation and operations.
- C. *Community Survey:* The consultant will prepare at least one community survey as part of this task. The survey will be posted on the project web site and other online sources. Paper copies of the survey will also be available at various public facilities throughout the city and in the newspaper. The survey will explore community character and identity, land uses, and future expectations for the City of Boerne.
- D. *Public Design Forum:* Outcomes from the Public Design Forum will work with the results of the Baseline Analysis and other community engagement efforts to begin to craft a vision for the future of the community.

Task 3.2: Plan Elements

The Master Plan is divided into topical elements that are analyzed individually then connected to one another in order to achieve the community's established goals and objectives. Development of the Plan Elements will build on research and evaluation conducted during the Baseline Analysis.

Plan Element 1- Land Use: This element illustrates existing land use patterns, emerging trends, and future desired development densities and land use patterns. The element also relates anticipated population and development densities to the capacity of land available and planned public facilities and services, and reflects the inter-relationship of public and private land use. This element looks not only at the "horizontal" element of land use, but also the "vertical" elements of the built environment.

Tasks:

- A. Using the Existing Land Use Map, a complete land use data layer will be prepared, which will serve as the basis for land use analysis and alternatives. Specific vacant and underutilized parcels will also be identified, based on a variety of considerations.
- B. *Alternative Development Scenarios:* Three "sketch plans" or possible scenarios for land use will be developed to identify and analyze various land use alternatives. Impacts of the plans will be quantified. Relative merits and disadvantages for the alternatives will be assessed. The alternatives will be summarized in a report included as an appendix to the strategic plan.
- C. Based on the outcomes of the alternative development scenarios, a Future Land Use Map will be created showing the distribution, location, and intensity of various land uses, accounting for environmental constraints, utilities, transportation, etc. The Future Land Use Map will reflect desired character areas and areas requiring special attention, such as:
 - Areas where incompatible land uses may intersect
 - Areas of rapid development or changes of land use
 - Areas where the pace of development may outpace the availability of community facilities and services
 - Areas where development is likely to intrude upon or impact significant natural or cultural resources
 - Declining or unattractive areas, possibly in need of redevelopment
 - Large abandoned structures or sites, including those that may be environmentally contaminated
 - Areas with significant infill development opportunities

The use of character areas on the Future Land Use Map reflects land uses, densities, and community character and is further defined and supported by the written narrative.

Plan Element 2 – Community Design

The purpose of the Community Design Element is to provide a framework for shaping the future form and character of Boerne. This Element focuses on placemaking and on those physical features which shape the setting for life in the community. It addresses the design of buildings, groups of buildings, spaces and landscapes, open space between buildings, streetscapes and

other physical features. Policies in this Element focus on the image and character of the City's streets, urban villages, transportation and commercial corridors, and appropriate infill development. They seek to enhance Boerne's commercial resources and provide guidance for new growth and redevelopment by strengthening the public realm and the image of the community. Attention is also given to residential neighborhoods and their interface with commercial areas, and historic preservation. The Element identifies the physical features and spaces desired by the community, and establishes the goals and policies that reflect those desires.

Opportunities considered in this element include, but are not limited to:

- Overall city image and identity
- Preservation and enhancement of districts and neighborhoods
- Design of public spaces and improvements such as community gathering areas and the streetscape system
- Preservation of significant natural features and public viewsheds
- City and neighborhood gateways and edges
- Design policies for key areas and corridors
- Relationships between development patterns, buildings forms, density, walkability, transportation options, and streets within different districts
- Accessibility, usability, and connectivity
- Historic preservation
- The relationship between the natural and built environments
- Healthy, active community design

Plan Element 3 – Transportation and Circulation: The Transportation Element will evaluate existing systems for function, safety, and their role in community character and make recommendations for future transportation systems and networks based on expected land uses and demands with an emphasis on multi-modal connectivity, safety, and beautification. Opportunities for context sensitive design, complete streets, regional connectivity, and bicycle and pedestrian networks will be identified.

Tasks:

- A. Inventory the transportation network with map preparation as data permits. Where possible identify the entity responsible for maintenance (i.e. City of Boerne, Kendall County, Texas Department of Transportation, or other).
- B. Prepare recommendations regarding the future transportation needs based on existing and future land uses and projected population growth.
- C. Incorporate all recommendations into existing plans and projects, such as the Hill Country Mile, and others included in the City of Boerne CIP, TxDOT short term work plans, and plans available from Kendall County.

Plan Element 4 – Natural Resources: the community can determine where various types of development are most appropriate. The goal of this element is to ensure that open space, riparian areas, water resources, tree canopy, and community character are protected and enhanced as the community grows.

Tasks:

- A. Develop strategies to promote the protection of identified natural resources including, but not limited to: riparian areas, Cibolo Creek,
- B. Make recommendations for policies and regulations to protect Boerne's natural and manmade stormwater management network.
- C. Make recommendations for policies and standards to protect and enhance Boerne's tree canopy and natural landscape.

Plan Element 5 – Historic and Cultural Resources: Boerne's sense of place and community identity can be attributed, in large part, to efforts by the City and community members to recognize and preserve the traditions and physical features that are manifestations of its culture and history. This support for cultural resources extends to the arts which dovetails with community support for historic resources, particularly Downtown, to create a unique, vibrant community for residents and visitors.

Tasks:

- A. Using information collected as part of the Baseline Analysis, review and analyze existing policies and provisions for the preservation of historic and cultural resources.
- B. Develop strategies to address and promote resource protection, preservation and – where appropriate – restoration, which are consistent with Master Plan goals and policies.

- C. Prepare draft written element that, along with the Land Use and Community Design elements, establishes policy guidance and action to identify and carry forward the City’s rich history.

Plan Element 6 – Economic Development: The Economic Development element recognizes the connection between economic development and quality of life and will be developed with the understanding that economic development efforts are a community investment. The element leverages new growth and redevelopment to improve employment and economic conditions in the community with an emphasis on resiliency.

Tasks:

- A. Interview and integrate plans and programs advanced by other agencies.
- B. Identify areas, which meet recognized locational criteria for planned business parks, industrial areas, retail and service centers.
- C. Prepare draft written element and propose new initiatives and actions, if needed.
- D. Develop a Local Economic Analysis – Shane may want to add to this

Plan Element 7 – Community Facilities and Services: Inventory and analyze existing and forecasted needs for community facilities and services (e.g., water distribution and supply, storm water management, sanitary sewer, parks, open space preservation, police station, schools, fire stations, libraries, internet connectivity, etc.). The City of Boerne adopted a Parks and Recreation Master Plan in 2012 and those recommendations will be incorporated into this element.

Tasks:

- A. Develop a Cost of Community Services Study. A Cost of Community Services analysis (COCS) is an examination of costs and revenues attributable to types of land use and expressed as ratios. These ratios help a city to compare the cost-benefit of different land uses.
- B. Review and analyze current and future services and needs. Integrate land use plan recommendations and build-out analysis as it relates to future facilities, services, and other municipal requirements.
- C. Develop specific strategies to enhance or expand City services and facilities, if needed, which are consistent with the Master Plan goals and objectives.
- D. Identify opportunities for partnerships and collaborations with other entities to improve level and quality of services provided.

Phase III Deliverables:

- Draft Master Plan
- All plan maps and graphics
- Summaries of community engagement efforts.

PHASE IV - ADOPTION & IMPLEMENTATION PROGRAM

In order for the Master Plan to be effective it must be an integral component of decision-making for staff, elected, and appointed officials. Its assumptions, goals, and action recommendations must provide clear and reliable direction on a range of matters centered around land use and community character, transportation and circulation, and public investments in infrastructure and services.

A. Short Term Work Plan (STWP)

The Short Term Work Plan (STWP) identifies specific implementation actions that the City, County, and other identified stakeholders intend to undertake during the first 1, 3, 5, and 10 years of the planning period. Recommendations are very specific for years 1 and 3 becoming more general and/or focused on long-range capital projects for years five through ten. This allows the STWP to evolve with the needs of the community as the plan is implemented and updated.

As part of creating the STWP, any ordinances, policies, regulations, administrative systems (such as development review, permitting, etc.), infrastructure improvements, or other initiatives necessary to implement the plan will be reviewed for consistency with the new plan. The Short Term Work Plan will include the following information:

- a. Brief description of the activity to be undertaken
- b. Timeline for beginning and ending the activity
- c. Responsible party for implementing the activity
- d. Estimated cost (if any) of implementing the activity
- e. Funding source(s), if applicable.

B. Plan Review and Update

It is recommended that the Master Plan become part of the day-to-day decision-making process by staff and elected and appointed officials. In order to ensure the plan remains current and relevant it must be regularly updated based on changing conditions in the community. The plan is a living document that can, and should, change and grow as Sand Spring changes and grows. The consultant team will prepare recommendations for tracking and measuring implementation progress and provide procedures for regular review and update.

Annually

The Master Plan should be reviewed and updated every year as part of development of the City's annual budget. It is recommended that a progress report of Report of Accomplishments, be prepared to track plan implementation. The report helps staff track projects and initiatives and chronicle changing circumstances that may lead to adjustments to the implementation schedule. The report is also a tool for sharing implementation updates with the community. Tying plan implementation to the annual budget allows the City to remain good stewards of public dollars. A digital template for the Report of Accomplishments will be provided with the final plan.

The Consultant will provide assistance and consultation in preparation of the Report of Accomplishments for the first fiscal year following adoption of the plan. This support includes quarterly meetings with City staff to track and monitor implementation progress and make recommendations for any changes or adjustments.

Every 3-5 Years

The Plan should be completely revised and updated every three to five years as circumstances warrant to take advantages of changing conditions. In the event that circumstances change drastically before that three to five-year period, the plan should be updated to reflect the change in circumstances and position the City for success.

C. Smart Growth Audit /Assessment of Local Government Regulations

- a. Develop a Smart Growth Audit to evaluate ordinances, policies, standards, and regulations effectiveness in achieving the vision of the Master Plan.
- b. Assessment of Local Government Regulations: The consultant team will review current ordinances, policies, standards, and regulations for consistency with the new Master Plan goals, objectives, and elements. Source documents to be analyzed include:
 - Zoning ordinance
 - Subdivision regulations
 - Stormwater management plans and related floodplain ordinances and regulations
 - Engineering standards and specifications
 - Other plans, policies, ordinances, regulations, and standards pertinent to plan implementation

The analysis will be delivered in a matrix comparing the current documents to goals, objectives, policies, and standards including in the Master Plan.

D. Plan Adoption

The final plan will be presented to the Steering Committee and/or Planning Commission for review and approval. Following recommendation for adoption from these bodies, the plan and adoption resolution or ordinance will be presented to the City Council for review and adoption. The date of adoption by the City Council will be the effective date of the plan.

E. Ongoing Community Outreach and Engagement

All review and updates processes related to the Master Plan should utilize ongoing public input. The Plan evaluations and reporting processes should also incorporate specific performance measures and quantitative indicators that can be compiled and communicated internally, to elected officials, and to citizens in a report card fashion.

Phase IV Deliverables:

- 1 bound, 25 unbound, and 1 digital copy of the adopted Master Plan
- All plan maps, graphics, and GIS data. All maps created for the plan will be delivered as a GIS layer.
- All community engagement data and outcomes

Concluding Comments

Our planning and design professionals are very excited to be involved in the development of a new Comprehensive Plan for the City of Lufkin. We know the importance of the Plan in shaping City policy and decision-making. We look forward to expeditiously finalizing a scope of work that is mutually agreeable to you. Brannyn McDougal, our project manager for this project, will be the primary point person for our team on the scope with myself serving as a secondary point of contact on specific contractual terms.

In order to expedite commencement of the work, we are prepared to begin upon receipt of a Notice to Proceed. If you are satisfied with the form and content of this proposal and letter agreement, included attached fee schedule and preliminary timeline, please execute and return by email. We are also agreeable to another form of services agreement. We look forward to discussing this proposal and working with you. Thank you for the confidence you have placed in us.

Again, thank you for your confidence. We stand ready to serve.

Respectfully,



J. Shane Howard Sr. Vice-President

Attachments:

- 1. Fee Schedule
- 2. 2016 Hourly Rates
- 3. Terms and Conditions

Approval and Notice To Proceed:	
_____	Date _____
By:	

FEE SCHEDULE

Tasks	Not to Exceed Cost Estimate	
Public Engagement		
Develop Public Engagement Strategy		
Project Website & App		
Monthly Project Team Meetings		
Steering Committee Meetings		
Technical Advisory Committee Meetings		
Community Conversations		
Community Forum		
Community Design Forum		
Thematic Surveys		
Marketing / PR (flyers, posters, press releases, etc.)		
Phase I Total	\$	24,000
Baseline Analysis		
Data Collection and Analysis		
Report of Accomplishments		
Existing Conditions Assessment		
Phase II Total	\$	6,000
Plan Preparation		
Visioning		
Land Use & Design Element		
Community Design Element		
Transportation and Circulation Element		
Natural Resources Element		
Historic and Cultural Resources Element		
Economic Development Element / Economic Analysis		
Community Facilities and Services Element / Cost of Community Services Study		
Phase III Total	\$	60,000
Implementation		
Short Term Work Plan		
Plan adoption		
Phase IV Total	\$	6,500
TOTAL FEES:	\$	96,500
Optional Community Engagement Efforts		Price Point
Youth Planning Day	\$	7,500
Community Art Project	\$	7,500
Pop-Up Style Community Engagement (each)	\$	7,500
Plan-In-A-Box	\$	3,500
EngagingApps Workbook	\$	11,000
EngagingApps Interactive Plan	\$	11,000

BURDITT CONSULTANTS
BURDITT CONSULTANTS, LLC
2016 HOURLY RATES

HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES OR COVERED BY ADDITIONAL SERVICES OR FIXED FEE CHANGE ORDERS. Hourly Basis Rates for Professional Services not covered under Basic Services and requested by Client shall be at the following rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Senior Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Project Engineer	\$135
Senior Planner	\$135
Licensed Irrigator	\$125
Geographic Information Systems (GIS) Planner	\$125
Wildlife Biologist / Wetland Scientist	\$135
Natural Resource Planner	\$100
Planner I	\$100
Landscape Designer	\$100
CAD Designer II	\$ 80
CAD Designer I	\$ 70
Administrative II	\$ 70
Administrative I	\$ 55

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the Scope of Work will be invoiced at the Burditt Consultants, LLC (herein after referred to as “Burditt” or “Consultant”) established hourly rates shown in the attached Burditt 2016 Hourly Rates. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services requested by Client. Additional services will be provided with prior written authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, upon the percentage of completion. Invoices are due and payable, in Conroe, Texas, within 30 calendar days of receipt. Any invoice payment due past 30 calendar days will be subject to interest at the rate of the lesser of (i) one and one half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

Subcontracting costs required to deliver Basic Services to this Agreement are wholly the responsibility of the Consultant and are contemplated in the fee proposal herein. Additional Services requiring provisioning of subcontracted services are subject to the Additional Services provision of this Agreement and are treated as Reimbursable Expenses.

REIMBURSABLE EXPENSES

Necessary reimbursable expenses, such as mileage (@ \$0.50 per mile), copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, photographs, toll calls, etc., shall be paid by Client at cost.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.

RE-PERFORMANCE

In the event that any of the services of the Consultant performed under this Agreement are adjudged by a court of competent jurisdiction to fail to meet the standard of ordinary care applicable to the urban planning profession in the State of Texas, such services shall be deemed “Defective Services.” The Consultant shall re-perform all such “Defective Services” at the Consultant’s sole cost and expense, and such re-performance shall be the Client’s initial remedy for such “Defective Services” before any other dispute provisions are initiated.

DISPUTE RESOLUTION

The parties hereby warrant and agree that in the event any disputes or disagreements arise as to the execution or implementation of this agreement, including, but not limited to scope of work, timeliness of obligations, and payment under this agreement, that said issues will be submitted to mediation with a qualified, agreed upon mediator in Kendall County, Texas. Should either party invoke this mediation clause or provision, the parties will have thirty days to agree upon a mediator and submit any disputed matters, in good faith, to mediation. Any disputes or disagreements not resolved by or through mediation shall be submitted to a Court of competent jurisdiction in Kendall County, Texas for a trial on the merits.

INDEMNIFICATION

CONSULTANT AGREES TO INDEMNIFY AND HOLD CLIENT, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, HARMLESS FROM AND AGAINST LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, TO THE EXTENT SUCH CLAIMS, LOSSES, DAMAGES, OR EXPENSES ARE CAUSED BY THE INDEMNIFYING PARTY’S NEGLIGENT ACTS, ERRORS OR OMISSIONS.

RISK ALLOCATION

Consultant agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Consultant, the risks have been allocated so that the both Parties agree that, to the fullest extent permitted by law, each Parties’ total liability to the other, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt’s fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant’s professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant’s professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant’s written permission, shall be at Client’s sole risk.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

INSURANCE

For the duration of this Agreement, Consultant shall maintain in force insurance in the following amounts:

\$1,000,000 – General Liability

\$1,000,000 – Professional Liability

Commercial Automobile and Worker’s Compensation in the amount required by state law.

All insurance required herein shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. The City of Boerne is to be added as an "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officials, employees, and/or volunteers. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Boerne. Such insurance coverage obtained by Consultant shall be primary. Consultant shall provide to the Client proof of this required coverage. Failure of Consultant to provide such proof or the City to require receipt of proof, does not negate the requirement of obtaining such insurance coverage.

SEVERABILITY

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable

INDEPENDENT BUSINESS OWNER

In all activities or services performed hereunder, Consultant is an independent business owner and not an agent or employee of the Client. The Client and Consultant are not in a joint venture with one another. Consultant, as an independent business owner, shall be responsible for the services contemplated under this Agreement. Consultant shall supply all materials, equipment and labor required for the execution of the services contemplated by this Agreement. Consultant shall have ultimate control over the execution of the work under this Agreement. Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the Client shall have no control of or supervision over the employees of Consultant or any of Consultant’s subcontractors except to the limited extent provided for in this Agreement.

MISCELLANEOUS

A. This Agreement and the rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the Client.

B. This Agreement is for the exclusive benefit and convenience of the Parties hereto and their representatives. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other benefit upon any third party.

C. This Agreement cannot be changed or terminated orally. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

D. No verbal agreement or conversation with any officer, agent, or employee of either party, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations hereunder. No oral understandings, statements, promises, or inducements contrary to this Agreement exist.

E. Failure of either Party, at any time, to enforce one or more provisions of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the Parties thereafter to enforce each and every provision. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed. Furthermore, any consent to or waiver of a breach will not constitute consent to, or waiver of, or excuse of, any subsequent or different breach.

F. The Parties hereby state that they have read the terms of this Agreement, agree to be bound by the terms and conditions contained herein and have legal authority to sign this Agreement on behalf of the signing party.

G. Any notice required under this Agreement shall be sufficient if hand delivered or mailed certified mail return receipt requested to the following:

Burditt Consultants, LLC	City of Boerne
320 Longmire Road	400 E. Blanco
Conroe, Texas 77305	Boerne, Texas 78006