

Project Name:
Comprehensive Zoning Code
Update and Rezoning
Program, and Sign Code
Update

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
LISA WISE CONSULTING, INC.**

THIS AGREEMENT is made and entered into this 19th day of November 2024, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and Lisa Wise Consulting, Inc. ("Consultant").

City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by the Consultant are as follows:

Professional services in conjunction with the preparation of a Comprehensive Zoning Code update and Rezoning Program, Sign Code Update and required compliance with the California Environmental Quality Act (CEQA) for the City of Thousand Oaks, the Project, and as more particularly outlined in the Scope of Work, attached as Exhibit "A," which is incorporated herein

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$842,540 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be

binding upon the Consultant for the term of this Agreement, after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) Payment. Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) Extra Services. Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Krystin Rice, Planning Division Manager.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to (November 19, 2026) unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than 1 time, for a period of 1 year. Extensions of time shall be memorialized by execution of a written amendment.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Kathryn Slama, Director, is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising, or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in the Agreement may be subcontracted out to other parties by the Consultant:

1. DUDEK is an authorized sub-consultant for this project to provide environmental analysis as required by the California Environmental Quality Act (CEQA).
2. No other subcontractors are authorized to work preparing the Zoning Code Update and Rezoning Program and Sign Code Update.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. To the **maximum** extent allowed by law, Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of

insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b) Automobile Liability: Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Worker's Compensation: Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees, and volunteers for all work performed by Consultant, its employees, agents, and subcontractors.

(d) Professional Errors and Omissions Insurance: Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

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

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

(b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall

not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY CITY

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon thirty (30) calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed

software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit, or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Krystin Rice
 Community Development Department
 City of Thousand Oaks
 2100 Thousand Oaks Boulevard
 Thousand Oaks, CA 91362

TO CONSULTANT: Lisa Wise
 Lisa Wise Consulting, Inc.
 983 Osos Street
 San Luis Obispo, CA 93401

30. SIGNATURES

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

LISA WISE CONSULTING, INC.

Lisa Wise, AICP
President, CEO

Henry Pontarelli
Vice President

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED BY DEPARTMENT HEAD:

Kelvin Parker, Community Development Director

APPROVED AS TO FORM:

Office of the City Attorney

Noel Doran, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK FOR ZONING CODE UPDATE, REZONING PROGRAM - PROJECT A

Scope of Work:

This proposed Scope of Work describes a work plan for the comprehensive update of the City of Thousand Oaks' Zoning Code and Zoning Map, located in Title 9, Chapter 4 of the City's Municipal Code. The Scope of Work is based on LWC's understanding of the City's expectations and experience with similar projects.

Task 1: Project Outline, Management, and Coordination

1.1 Project Outline. LWC will develop a detailed Project Outline that builds upon the scope of work and schedule, with clear milestones and timed engagement activities that conclude with the adoption of the updated Zoning Code. LWC will also maintain and update the outline for the duration of the project and regularly distribute updates to the City as revisions occur to ensure deadlines are met.

1.2 Weekly Project Meetings. LWC will hold weekly project management meetings with City staff to ensure a shared understanding of project progress and ongoing coordination throughout the project via online video conferencing. LWC will prepare agendas and provide summaries of each meeting and provide updates on deliverables and milestones, discuss questions arising from the project, and coordinate upcoming deliverables or engagement activities.

1.3 Briefing Paper. LWC will prepare a brief memo outlining potential regulatory strategies to consider for the duration of the project. The memo will identify zoning techniques, compare the features of different techniques, and summarize key issues relevant to the Thousand Oaks Zoning Code. The memo will be discussed at the project kickoff meeting.

Deliverables:

- Weekly Project Meetings
- Project Outline
- Weekly Project Meeting agenda and summary notes
- Briefing Paper (draft and final)

Task 2: Project Commencement

2.1 Kick-Of Meeting. LWC will attend an in-person kick-off meeting with City planning staff to establish project management and communication protocols, discuss project goals and strategies, establish expectations for the project, review data needs, discuss community engagement, finalize the scope of work and schedule, and clarify roles and responsibilities. LWC will prepare an agenda for the kickoff meeting and summary notes. During the same trip as the kick-off meeting, LWC will tour Thousand Oaks with City staff to discuss the physical details of development representing the implementation of current regulations and opportunities for improvement. At this meeting, LWC will work with staff to align the Zoning Code update with Project B, Sign Code Update, in order to ensure an efficient and cohesive project.

2.2 Data Needs. LWC will prepare an initial list of data needs for City staff prior to the kickoff meeting, including for example, maps, GIS data, uncodified ordinances, a list of technical zoning issues or interpretations, and representative projects for use in reviewing how specific standards are applied.

Deliverables:

- Kick-off meeting
- Kick-off meeting agenda and summary notes (PDF)
- Data request (PDF)

Task 3: Preliminary Assessment and Recommendations

3.1 Review General Plan and Policy Consistency. LWC will review the City's current Zoning Code (including other related development standards and procedures in Municipal Code Title 9) to identify inconsistencies or conflicts with General Plan 2045's goals, policies, and actions. Other applicable City planning documents, including policy resolutions adopted by the City Council, uncodified resolutions and/or interpretations, the 2021-2029 Housing Element, and any other data received as part of Task 2.2 will also be reviewed. This task will include an analysis of the practicality of goals/ policies/implementation measures from the General Plan as they relate to the Zoning Code update.

3.2 Legal Consistency. LWC will perform a legal consistency review to identify any inconsistencies between the existing regulations and State and Federal law (as in effect at the time of the analysis).

3.3 Specific Plan Evaluation. LWC will examine the City's 18 existing specific plans to determine their relevancy and whether they can be integrated into the Zoning Code. As part of the evaluation, LWC will analyze any regulations embedded within the Specific Plans to identify overlap with existing Zones and

map the specific plans to compare the underlying Specific Plan land use policy against the recently adopted General Plan policies. City will provide applicable GIS data.

3.4 Objective Design Standards Review. LWC will review Article 22 Objective Design Standards and Policy Guidelines to evaluate their effectiveness in achieving City goals and objectives, and ensuring they are clear and objective. As part of the evaluation, LWC will review five (5) representative sets of project plans for residential developments, including projects that have proved controversial or out-of-scale, and examine the impact of existing regulations and conditions and how they have encouraged or discouraged desirable design outcomes. Findings from the analysis will be documented in the Assessment Memo (see Task 3.5)

3.5 Assessment and Recommendations Memo. LWC will summarize the results of the preliminary assessment in an Assessment and Recommendation Memo. The Memo is anticipated to include:

- A summary of key inconsistencies between the current Zoning Code and the General Plan and other City regulatory or policy documents.
- A summary of key inconsistencies between the current Zoning Code and State law (e.g., streamlining of residential projects, ADUs, etc.) and federal law (e.g., telecommunications, etc.).
- The findings from the Specific Plan evaluation.
- A summary of key findings from the objective design standard review and evaluation.
- References to relevant best practices in zoning and land use regulation, with examples of how other communities have addressed similar issues.
- Identification of other key issues to be addressed in the update and recommendations for addressing these issues including those listed in the RFP, such as opportunities to consolidate or integrate the City's 18 specific plans, improvements to the existing Objective Design Standards, and amendments necessary to align the Zoning Code with General Plan policies.

City staff to review and discuss the findings from the Assessment and Recommendation Memo. Based on City staff's review of an Administrative Draft Memo, LWC will prepare a final Memo.

Deliverables:

- Review meeting (1) with City Staff, (virtual) Kick-off

- Assessment and Recommendations Memo (PDF, draft and final)

Task 4: Public Engagement Strategy

4.1 Public Engagement Strategy. LWC will prepare a Public Engagement Strategy Memo outlining a program for public engagement based on current best practices. The program will provide opportunities for broad participation from community stakeholders, decision makers, members of the public, and City staff to engage with the updated regulations as they are being formulated. The Memo will outline all public meetings, workshops, study sessions, adoption hearings, and other outreach tools and methods. The Memo will include approaches that seek to provide substantive and inclusive engagement, clarify community values, and collect meaningful data and qualitative input about priorities and desires for land uses and urban form. The Memo will also identify roles and responsibilities; estimated timelines of meetings and events; and noticing procedures. Based on City staff's review of an Administrative Draft Public Engagement Strategy Memo, LWC will prepare a final Memo.

4.2 Community Meetings (4). LWC will organize, prepare for, and host four in-person public workshops, community events, and/or Planning Commission study sessions during the project to provide multiple and substantive opportunities for public involvement during the Zoning Code and Map Update. LWC will prepare an agenda, PowerPoint presentation, and summary notes for the events, as well as posters, handouts, flyers, or other materials as needed and for use on the City's website and social media accounts. LWC will work with City staff to finalize the approach to the community events, and anticipates covering the following topics:

- 1) Project Kickoff and Goals
- 2) Opportunities and Initial Findings
- 3) Recommendations and Best Practices
- 4) Public Draft Zoning Code Release

4.3 Website and Social Media Materials. LWC will prepare materials, including simplified timelines, project updates, meeting summaries, and photos/graphics for posting on the City's website and social media to inform and educate community members about the Zoning Code Update.

Deliverables:

- Community Meetings (4)
- Public Engagement Strategy Memo (PDG, draft and final)
- Digital Engagement Materials (JPG, PDF)

- Public Engagement Summary Report

Task 5: Draft Zoning Code and Rezoning Program

5.1 Table of Contents/Style Guide. LWC will propose a structure and organization of the Zoning Code to facilitate usability and clarity. LWC will prepare an annotated Table of Contents that describes the purpose and intent of chapters, sections, and subsections. Where appropriate, the Table of Contents will list existing Ordinance chapters and sections to establish a trail between the two documents indicating where chapters and sections from the current Ordinance are to be relocated and the anticipated degree of change (i.e., carried forward with or without changes) and which chapters or sections (if any) of the current Ordinance will not be carried forward or replaced entirely.

LWC will also prepare a preliminary Style Guide focusing on page layout, cross-references, terminology, fonts, graphics, charts, maps, etc. to create a Zoning Code that is organized and easy-to-use. Based on City staff's review of the Administrative Draft Table of Contents and Style Guide, LWC will prepare a final Table of Contents and Style Guide.

5.2 Administrative Draft Zoning Code. Using the Assessment and Recommendations Memo (Task 3) and the Table of Contents (Task 5.1) as a guide, as well as input from City staff, stakeholders, and public workshops, LWC will prepare an Administrative Draft Zoning Code. LWC anticipates completing the following work as part of the Administrative Draft Zoning Code. Throughout the process of working on the Administrative Draft, LWC will continue to check-in with City staff on regular calls and discuss topics or issues as they arise.

Zoning Districts. LWC will update the base zoning districts and the overlay districts, consolidating, modifying, and/or creating new districts where appropriate to implement the 17 General Plan land use designations and address issues and recommendations identified in Task 3. Each District will contain a complete set of development regulations pertaining to the applicable zone provided in a user-friendly table format with supporting graphics and diagrams. As part of this, LWC will simplify and integrate regulations from existing specific plans into the Zoning Code based on recommendations in Task 3.

Use Regulations. LWC will review and update the land use regulations, including emphasis on the following:

- **Land Use Definitions.** A complete list of updated definitions of land uses regulated by the Zoning Code. Land uses will be defined through a clearly articulated and modern use classification system using best practices that reflects contemporary land uses and groups them based on common

functional, product, or physical characteristics. Use groups will be broad enough to allow the classification of any new unanticipated uses.

- **Zoning District Use Regulations.** Land use regulations by zoning district, clearly indicating in tables which uses are permitted and what type of approval is required for each use. Permitted land uses will be consistent with the corresponding General Plan land use designation and adaptable to contemporary trends in land use.
- **Standards for Specific Uses.** Supplemental standards for uses that warrant special consideration such as accessory dwelling units, cannabis uses, home occupations, live/work units, temporary uses, or wireless communication facilities.
- **Residential Objective Design Standards.** Based on the review of the City's existing design standards and guidelines completed in Task 3, LWC will prepare updated or amended residential objective design standards for multi-family and residential mixed-use projects to satisfy the State's requirements for Objective Design Standards in accordance with State law. The design standards will be developed to complement and enhance the development standards, will be illustrated with new graphics, and will include, but not be limited to, the following:
 - **Building Massing and Scale.** Standards to be developed may include, but are not limited to standards for street, interior side, and rear upper story step-backs, and residential privacy.
 - **Building Design.** Standards to be developed may include but are not limited to, standards for building orientation, garage access and design, entrance design, and window and door placement.

Other Citywide Standards. LWC will analyze current standards that apply in some or all zoning districts and prepare new or revised standards addressing issues identified in the Assessment and Recommendation Memo and through public engagement efforts and City, staff input. Topics are anticipated to include, but are not limited to:

- Affordable Housing Incentive/Density Bonus Provisions
- Landscaping Standards
- Off-Street Parking
- Outdoor Lighting Standards
- Walls and Fences

Administration and Permit Procedures. LWC will update administration and permit procedures, consisting of the following:

- **Administration and Procedures.** Provisions for administration and amendments to the Zoning Code and Zoning Map, and procedures that are common to the application and processing of a variety of different permits and approvals, such as noticing and hearing requirements.
- **Land Use and Development Permits.** Procedures for all zoning decisions, from ministerial approvals (such as administrative use permits and/or minor modifications) to more technical and substantive discretionary approvals, including conditional use permits and variances. May include new procedures to align with State law and facilitate streamlined approvals of residential projects.
- **Enforcement.** Provisions for the enforcement of the Zoning Code.
- **Nonconforming Provisions.** Procedures and requirements for nonconforming uses, buildings, and structures.
- **Definitions.** LWC will update definitions and methods of measurement, adding new definitions or measurements as appropriate. (This is in addition to Land Use definitions above.)

Administrative Draft Review Meetings. LWC will participate in four virtual working meetings with City staff to review and discuss staff input on the Administrative Draft. City staff to provide one set of consolidated non-conflicting comments on the Administrative Draft.

5.3 First Public Draft Zoning Code. LWC will review all City comments on the Administrative Draft Zoning Code and will prepare a complete First Draft Zoning Code to be available for public review. LWC will work collaboratively to appropriately address all City comments on Administrative Drafts in order to submit a complete and high-quality First Draft. LWC will present the First Draft to the Planning Commission for review and discussion (see Task 7).

5.4 Final Public Draft Zoning Code. Based on comments from City staff, the public, and Planning Commission, LWC will prepare a Final Draft Zoning Code for recommendation and adoption (see Task 8).

Deliverables:

- Review Meetings (4) with City staff (virtual)
- Table of Contents (draft and final)
- Administrative Draft Zoning Code (1 digital copy, Word)

- First Draft Zoning Code (1 digital copy, Word)
- Final Draft Zoning Code (1 digital copy, Words strikeout, 1 digital copy Word 'clean')

Task 6: Zoning Map

6.1 Zoning Map Translation Table and Administrative Draft Map. City staff will develop a table identifying the General Plan land use designation and 'best fit' zoning, based on the City's existing zoning districts, Specific Plans, and new districts proposed in Task 5. LWC will assist in the preparation and review of this table given the analysis in Task 3. LWC will compare the existing and proposed zoning in GIS based on this table and produce a map and associated data documenting existing zoning, General Plan land use, and proposed zoning, to review with staff. The purpose of this task is to understand and confirm the potential zoning map changes based on the General Plan, as well as identify unexpected conflicts.

LWC will participate in two one-hour calls to review and discuss Map edits with City staff.

6.2 First Draft Zoning Map. Based on the Zoning Map Translation Table and Administrative Draft Map (Task 6.1), LWC will prepare a First Draft Zoning Map. LWC will also prepare exhibits that illustrate a comparative analysis of existing and proposed zoning districts to assist with City review as PDFs, one with an outline boundary of proposed draft zoning with the underlying existing district, and one clean version showing the new proposed districts only. Additionally, LWC will provide relevant Zoning Map data as shapefiles in GIS and an Excel spreadsheet listing parcels that will get rezoned.

6.3 Final Draft Zoning Map. Based on City and community feedback on the First Draft Zoning Map (Task 5.2), LWC will prepare the Final Draft Zoning Map for presentation to the Planning Commission and City Council for adoption. LWC will prepare updated PDFs of the Zoning Map, one with an outline boundary of proposed draft zoning with the underlying existing district, and one clean version showing the new proposed districts only. LWC will also provide an updated Excel spreadsheet with a comparative analysis showing changes from the First Draft Zoning Map (Task 6.2).

Deliverables:

- Review meetings (2) with City staff (Virtual)
- Zoning Map Translation Table and Administrative Draft Map
- First Draft Zoning Map (2 digital copies, PDF)

- Public Hearing Draft Zoning Map (2 digital copies, PDF)

Task 7: Planning Commission and City Council Workshops

7.1 Planning Commission Workshops (2). LWC will facilitate two Planning Commission workshops at key stages of the project and prepare a presentation, agenda, and summary notes for each. This may include a workshop on the Assessment and Recommendations Memo and a workshop on the first draft of the Zoning Code and Rezoning Program.

7.2 City Council Workshops (2). LWC will facilitate two City Council workshops at key stages of the project and prepare a presentation, agenda, and summary notes for each. These workshops may occur within the same time frame and cover similar topics as Planning Commission workshops or be held at a different time (and cover different material) during the course of the project.

Deliverables:

- Attendance to two (2) Planning Commission workshops
- Attendance to two (2) City Council workshops
- Planning Commission workshop presentation, agenda, and summary notes (draft and final)
- City Council workshop presentation, agenda, and summary notes (draft and final)

Task 8: CEQA Compliance

8.1 Prepare Project Description. Dudek will work with LWC and the City to formulate a project description that describes the full range of project components to be considered under CEQA. The focus of the work product will be to describe those aspects of the Code update that might create additional environmental effects not previously considered as part of the General Plan Update.

8.2 CEQA Memo. Dudek will prepare a consistency evaluation pursuant to CEQA Guidelines Section 15162. This analysis will review whether the implementation of this project's actions would or would not result in new significant direct, indirect, or cumulative impacts over and above those disclosed in the previously certified environmental documents:

- City of Thousand Oaks General Plan Update EIR dated December 5, 2023 ("TOaks2045")

Dudek understands that there is no actual development proposed at this time, rather, the project would only consider the potential changes and updates to the Zoning Code and will support the potential for subsequent development proposals that may require additional CEQA review. There are two potential avenues for the

CEQA document: 1) a 15162 Consistency Determination to show consistency with the previously certified Final EIR for the General Plan Update or, 2) an Addendum to the General Plan EIR (Optional Task).

8.3 Meetings. Dudek will conduct a series of timely meetings during the course of the preparation of the Zoning Code Update in order to understand the nature of the updates, provide constructive feedback in an attempt to avoid new impacts and discuss the implementation of those updates. Dudek shall attend one or more public outreach events to hear directly from the community about those issue topics that are of importance as it relates to the environment (Tasks 4.2, 7.1 and 7.2).

Deliverables:

- Three (3) public outreach events
- Two (2) Planning Commission hearings
- Two (2) City Council hearings
- Project description (draft and final)
- Section 15162 of the State CEQA Guidelines Consistency Memo (draft and final)
- Dudek will attend the Planning Commission and City Council hearings to respond to comments related to the draft CEQA documents and the environmental consistency determination.

Task 9: Public Hearings

9.1 Planning Commission Hearings (2). LWC will attend two Planning Commission public hearings to present and respond to questions for the adoption of the updated Zoning Code. LWC's presentations will focus on the key proposed improvements and changes to the Zoning Code and Zoning Map, clarifying how existing standards and procedures would be altered, and the rationale supporting the amendments. LWC will prepare a PowerPoint presentation (draft and final) for the public hearings.

9.2 City Council Hearings (2). LWC will attend two City Council public hearings to present and respond to questions for the adoption of the updated Zoning Code. LWC will prepare a PowerPoint presentation (draft and final) for the public hearings.

Deliverables:

- Two (2) Planning Commission Hearings
- Two (2) City Council Hearings

- PowerPoint Presentations for the Planning Commission public hearings (draft and final)
- PowerPoint Presentations for the City Council public hearings (draft and final)

Task 10: Final Zoning Code

10.1 Final Zoning Code. Based on City Council action and any final text changes provided by City staff, LWC will prepare the final Zoning Code and associated documents as both Microsoft Word and PDF files. PDF files shall include both an indexed, searchable, and editable web-ready PDF and a print-quality PDF.

To assist City staff in making required updates to the document, LWC will also make any necessary updates to the final Style Guide (Task 5.1) which describes the formats and settings necessary for future text amendments.

10.2 Final Zoning Map. Based on City Council action and any final Map changes provided by City staff, LWC will prepare the final Zoning Map as both a PDF file and underlying shapefile/parcel data. This will include any updated exhibits from Task 6 to identify existing and proposed zone changes.

Deliverables:

- Final Zoning Code (Word and PDF print and web ready)
- Final Zoning Map (PDF and GIS shapefiles)
- Style Guide (final PDF)
- Printed copies (10) of the Final Zoning Code and Zoning Map
- Bound copy (1) of the Final Zoning Code and Zoning Map

Task 11: Post-Adoption

11.1 Post-Adoption Assistance. LWC will remain on-call for six months, or 73 hours, to assist the City with the implementation of the Zoning Code and Zoning Map. This will include formatting changes to Word, PDF, or GIS files; minor text amendments (to be agreed upon mutually by LWC and the City), final formatting and printing of the documents not addressed under Task 10; answering questions from staff related to the updated regulations, reviewing updated City handouts, and supporting staff in code interpretations.

Dudek will prepare draft and final CEQA filings such as notices(s) of exception, exemption, determination, etc. within the State-mandated filing period following the adoption of the Zoning Code by City Council.

11.2 Staff Training and How to Use the Code. LWC will prepare three training sessions for City staff to provide them with an overview of the new Zoning Code's updated structure and content, review new standards, and explain new or updated administrative procedures. Each training will consist of an approximately 90-minute workshop with City staff via an online video conference platform. Training sessions will include materials to help staff understand the new Zoning Code and how to utilize the code in project review.

Deliverables:

- Three (3) Staff Virtual Training Sessions
- As needed Revised version of the Final Zoning Code or Final Zoning Map (Word, PDF, GIS shapefiles)
- Any CEQA filings such notice (s) of exception, exemption determination, etc. within the State-mandated filing period following the adoption of the Zoning Code by City Council.

Optional Tasks

Stakeholder Interviews. LWC will conduct 30-minute, one-on-one or small group interviews (targeting a maximum of 20 individuals) with a diverse range of civic leaders, elected officials, code-users, property and business owners and operators, real estate professionals, architects, developers, special interest groups, and others with interest in or familiarity with the City's regulatory framework and built environment. City staff will be responsible for identifying and coordinating interviews with stakeholders. Interviews will be conducted via phone call or Zoom meeting. The issues identified by stakeholders will be classified and sorted by common themes and summarized in the Technical Memo (Task 3).

EIR Addendum. Should any aspects of the code updates identify policies or descriptions that were not contemplated in the General Plan Update EIR, or revisions to mitigation measures or new topics, there is the possibility that these new standards could exceed what was contemplated in the Final EIR. The CEQA Guidelines Section 15164 states that the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. This addendum need not be circulated for public review but can be included in or attached to the final EIR.

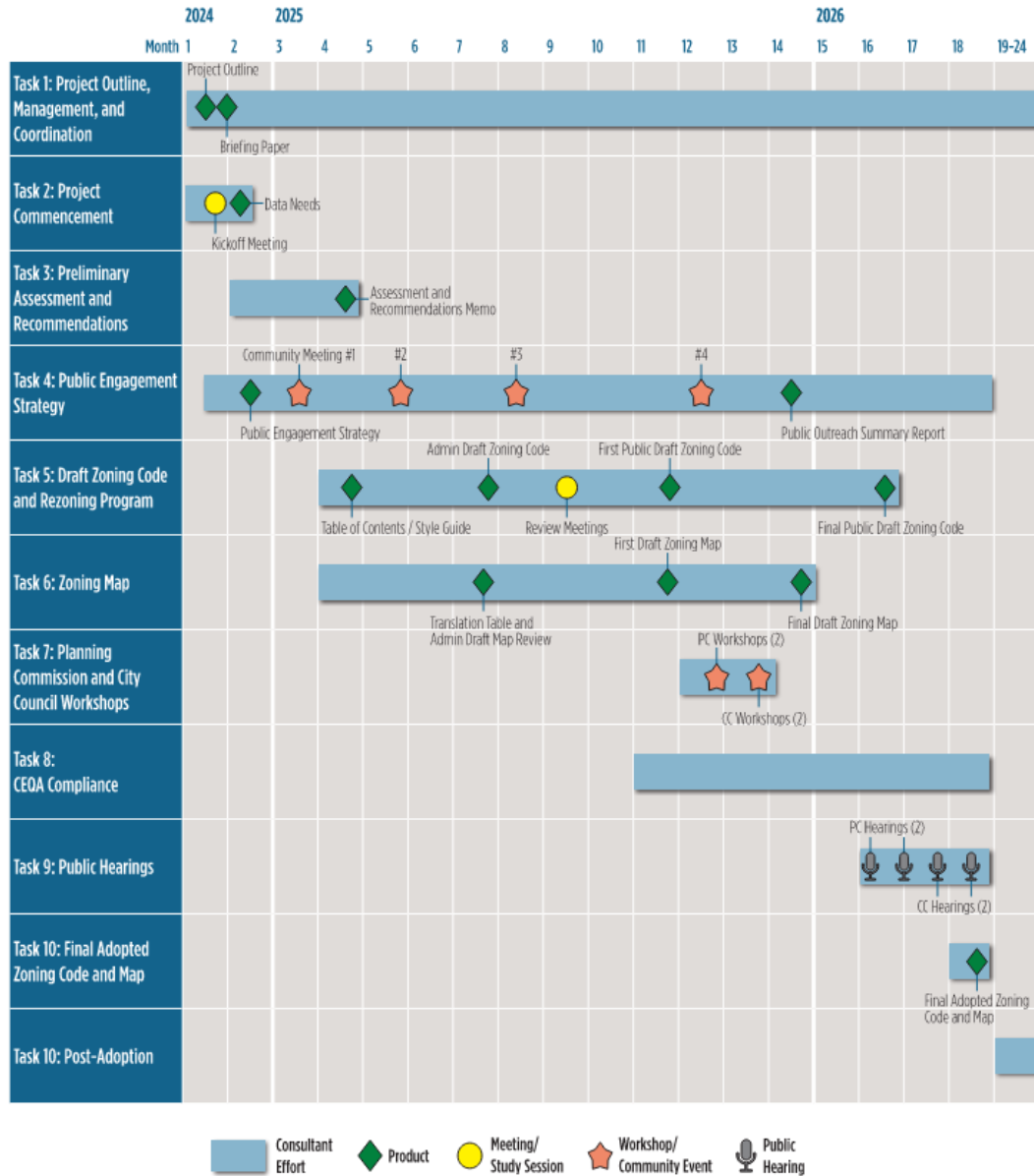
Application Forms. LWC will review existing City application forms and provide staff with recommendations for updates in a memo format. LWC will update 5 application forms or 140 hours of work effort. It will be determined with City staff which forms to update given the adopted Zoning Code. LWC will

prepare an Administrative Draft of each new form, in ~~strikeout~~. Based on comments from City staff and City Clerk, LWC will prepare final forms.

Schedule – Project A Zoning Code Update and Rezoning Program

The Consultant's proposed schedule and estimated hours for both projects is provided below. Exhibit B provides the schedule of fees

3. TENTATIVE SCHEDULE



4. ESTIMATED HOURS

The following table summarizes the estimated hours for the Consulting Team in performing each task and subtask.

		LWC						Dudek		TOTAL
		Principal	Director	Senior	Lead	GIS	Associate	Total	Total	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
TASK 1	Project Outline, Management, and Coordination									
1.1	Project Outline	-	4	12	6	-	20	42	-	42
1.2	Weekly Project Meetings	18	72	72	-	-	-	162	-	162
1.3	Briefing Paper	-	6	8	12	-	16	42	-	42
	SUBTOTAL - TASK 1	18	82	92	18	-	36	246	-	246
TASK 2	Project Commencement									
2.1	Kick-Off Meeting	2	14	20	12	-	24	72	-	72
2.2	Data Needs	-	1	1	4	3	8	17	-	17
	SUBTOTAL - TASK 2	2	15	21	16	3	32	89	-	89
TASK 3	Preliminary Assessment and Recommendations									
3.1	Review General Plan and Policy Consistency	-	6	8	12	-	24	50	-	50
3.2	Legal Consistency	-	4	6	8	-	16	34	-	34
3.3	Specific Plan Evaluation	4	8	8	8	16	32	76	-	76
3.4	Objective Design Standards Review	-	8	24	16	-	48	96	-	96
3.5	Assessment and Recommendations Memo	4	8	12	20	4	32	80	-	80
	SUBTOTAL - TASK 3	8	34	58	64	20	152	336	-	336
TASK 4	Public Engagement Strategy									
4.1	Public Engagement Strategy	1	8	6	8	-	20	43	-	43
4.2	Community Meetings (4)	8	48	64	60	12	110	302	-	302
4.3	Website Material	-	12	16	12	12	20	72	-	72
4.4	Public Outreach Summary Report	1	8	16	12	-	40	77	-	77
	SUBTOTAL - TASK 4	10	76	102	92	24	190	494	-	494
TASK 5	Draft Zoning Code and Rezoning Program									
5.1	Table of Contents / Style Guide	2	16	20	16	6	40	100	-	100
5.2	Administrative Draft Zoning Code	48	116	140	160	-	320	784	-	784
5.3	Administrative Draft Review Meetings	4	6	8	8	-	4	30	-	30
5.4	First Public Draft Zoning Code	8	40	48	60	-	160	316	-	316
5.5	Final Public Draft Zoning Code	2	24	32	16	-	48	122	-	122
	SUBTOTAL - TASK 5	64	202	248	260	6	572	1,352	-	1,352
TASK 6	Zoning Map									
6.1	Zoning Map Translation Table and Administrative Draft Map Review	2	16	20	12	50	24	124	-	124
6.2	First Draft Zoning Map	2	6	12	4	32	8	64	-	64
6.3	Final Draft Zoning Map	2	4	8	4	20	8	46	-	46
	SUBTOTAL - TASK 6	6	26	40	20	102	40	234	-	234
TASK 7	Planning Commission and City Council Workshops									
7.1	Planning Commission Workshops (2)	4	16	22	8	-	20	70	-	70
7.2	City Council Workshops (2)	4	16	22	8	-	20	70	-	70
	SUBTOTAL - TASK 7	8	32	44	16	-	40	140	-	140
TASK 8	CEQA Compliance									
8.1	Prepare Project Description	-	6	2	-	-	-	8	42	50
8.2	Prepare CEQA 15162 Memorandum	-	4	2	-	-	-	6	100	106
8.3	Meetings and Hearings	-	-	-	-	-	-	-	38	38
	SUBTOTAL - TASK 8	-	10	4	-	-	-	14	180	194
TASK 9	Public Hearings									
9.1	Planning Commission Hearings (2)	2	12	18	6	-	12	50	-	50
9.2	City Council Hearings (2)	2	12	18	6	-	12	50	-	50
	SUBTOTAL - TASK 9	4	24	36	12	-	24	100	-	100
TASK 10	Final Zoning Code									
10.1	Final Zoning Code	-	2	8	12	-	20	42	-	42
10.2	Final Zoning Map	-	2	2	-	16	4	24	-	24
	SUBTOTAL - TASK 10	-	4	10	12	16	24	66	-	66
TASK 11	Post-Adoption									
11.1	Post-Adoption Assistance	3	12	12	6	16	24	73	-	73
11.2	Staff Training	3	10	16	6	-	12	47	-	47
	SUBTOTAL - TASK 11	6	22	28	12	16	36	120	-	120
	Project Total	126	527	683	522	187	1,146	3,191	180	3,371

EXHIBIT A

SCOPE OF WORK FOR SIGN CODE UPDATE - PROJECT B

Scope of Work:

This Scope of Work describes a work plan for the comprehensive update of the City of Thousand Oaks' Sign Code located in Title 9, Chapter 4, Article 23 (Signs) of the Thousand Oaks Municipal Code.

Task 1: Project Commencement

1.1 Project Management. LWC will communicate and coordinate with City staff throughout the project to track progress and ensure high-quality deliverables are delivered on time. Under this task, LWC will monitor and direct the project to guarantee the successful achievement of milestones, timely completion of tasks within budget, and compliance with the contract.

This task also includes monthly check-in calls with City staff to ensure a shared understanding of project progress. LWC will work with the City to establish meeting objectives, provide updates on project deliverables and milestones, coordinate on upcoming deliverables and engagement activities, and determine action items and responsible parties. LWC will prepare an agenda and summary notes for each meeting.

1.2 Project Outline. LWC will develop a detailed Project Outline which features a timeline/schedule with milestones leading toward adoption of the Sign Code. LWC will also maintain the project schedule and regularly distribute updates to the City as revisions occur.

Deliverables:

- Regular monthly project management meetings
- Project outline (PDF)
- Data request
- Monthly agendas and summary notes (PDF)

Task 2: Sign Code Analysis

2.1 Technical Review. LWC will conduct a thorough and detailed technical analysis of existing regulations and review procedures relative to project objectives, including:

- Determining the strengths and weaknesses of the Sign Code.

- Incorporating best practices with respect to new sign technology and standards for new and existing sign types.
- Alignment with evolving City needs.
- Ensuring the legal enforceability of the Sign Code, including an analysis of the Sign Code in response to the U.S. Supreme Court's decision in the Reed v. Town of Gilbert sign case.
- Recommending ways to clarify, modernize, streamline, and simplify Sign Code provisions.
- Identifying missing or obsolete sign provisions and recommending changes to ensure the Sign Code reflects the latest standards and serves the community's needs.

2.2 Analysis and Recommendations Memo. LWC will provide a Memorandum addressing issues identified in the Technical Review and recommendations for updates to the City's sign regulations. The Memorandum will also propose new provisions not included in the current code for the City's consideration. LWC will also summarize results of community engagement (See Task 3) and incorporate into the memo. The goal of this Memorandum is to reflect needed changes to the existing Sign Code and provide a starting point drafting of the new Sign Code.

Deliverable:

- Sign Code Analysis and Recommendations Memo (draft and final, Word, PDF)

Task 3: Public Engagement Strategy

3.1 Public Engagement Strategy Program Memo. LWC will develop and refine an approach to engagement for the Sign Code portion of the Zoning Code Update. The approach will be incorporated into the Public Engagement Strategy Program Memorandum prepared as part of Project A.

3.2 Community Outreach Meetings (3). LWC will conduct three community engagement activities at key points during the project to provide opportunities for education and engagement on the issues, opportunities, and recommendations. While the final strategy will be developed with staff during Task 3.1, LWC will conduct outreach activities that will include one public workshop and two focus group meetings with stakeholder groups (including business owners and operators, sign contractors, and developers). LWC will coordinate these events with the engagement opportunities envisioned in Project A to avoid duplication and/or confusion. Events held as part of the Sign Code update will contribute to

the Development Code update while enabling stakeholders additional opportunities to provide feedback on sign regulations.

3.3 Public Engagement Strategy Program Summary Report. LWC will compile the summaries prepared for each individual engagement event and prepare a brief summary of input and data gathered from the Community Outreach Meetings and other engagement opportunities to be included in a Public Engagement Strategy Program Summary Report prepared as part of Project A.

Deliverables:

- Three (3) Community Outreach Meetings
- Public Engagement Strategy Program Memo (draft and final, Word, PDF)
- Workshop materials (Various mediums, including JPG/PNG and PDF)

Task 4: Administrative and Public Review Draft Sign Code

4.1 Annotated Table of Contents. LWC will propose a structure and organization of the City's sign regulations through the Annotated Table of Contents. Annotations will describe the purpose and intent of sections and subsections. The Annotated Table of Contents will reorganize the existing Sign Code and incorporate any proposed sections/subsections. Where appropriate, the Annotated Table of Contents will list existing sign sections and subsections to establish a trail between the existing and proposed sign regulations, indicating where sections and subsections from the current Ordinance are to be relocated and the anticipated degree of change (i.e., carried forward with or without changes) and which sections and subsections (if any) of the current Sign Code will not be carried forward or replaced entirely. The Sign Code will follow the structure and style guide established in Project A, to result in a cohesive Code.

4.2 Administrative Draft Sign Code. With the findings of the Sign Code Analysis and Recommendations Memo and input from City staff and the public, LWC will prepare an Administrative Draft updated Sign Code for review by City staff. The Administrative Draft will include content-neutral standards for permanent and temporary signs, updated administrative procedures, and new sections as described in the Annotated Table of Contents. The Administrative Draft will reflect updates needed for clarity, modernity, simplicity, and compliance with case law; and to reflect best practice and changing City needs and desires. After the Administrative Draft has been submitted to the City, LWC will review the Administrative Draft with City staff in one 1-hour meeting via an online video conferencing platform to provide clarifications as needed and to facilitate staff review.

4.3 Public Hearing Draft Sign Code. Based on staff comments on the Administrative Draft Sign Code, LWC will prepare the Public Hearing Draft Sign Code for presentation to the City Council, Planning Commission, and the community. This deliverable will be coordinated with the Final Draft Development Code under Project A.

Deliverables:

- Administrative Sign Code (Word, PDF)
- Public Hearing Draft Sign Code (Word, PDF)

Task 5: Public Hearings

5.1 Planning Commission Hearings (1). LWC will attend, prepare materials for, and make formal presentations for two Planning Commission hearings to support the adoption of the Sign Code.

5.2 City Council Hearings (1). LWC will attend, prepare materials for, and make formal presentations for two City Council hearings to support the adoption of the Sign Code.

Deliverables:

- Attendance to one (1) Planning Commission Hearings
- Attendance to one (1) City Council Hearings
- PowerPoint Presentations for the Planning Commission public hearing (draft and final)
- PowerPoint Presentations for the City Council public hearing (draft and final)

Task 6: Final Sign Code

6.1 Final Sign Code. LWC will prepare and provide the final Sign Code, including changes directed in the public hearing process. LWC will provide a separate file with the graphics used in the final Sign Code. The Sign Code will be editable for the City's future use.

Deliverables:

- Final Sign Code (Word and PDF print and web ready)

Schedule – Project B – Sign Code Update

The Consultant’s proposed schedule for the project is provided below. Exhibit B provides the schedule of fees.

3. TENTATIVE SCHEDULE

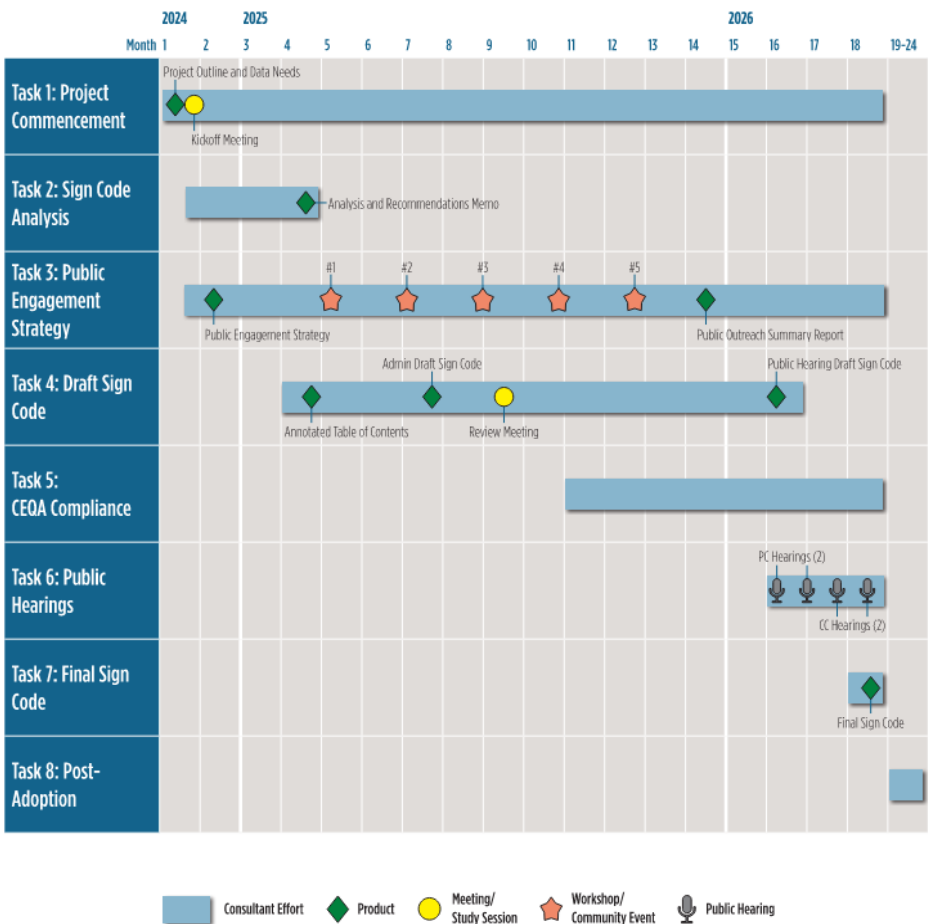


EXHIBIT B

SCHEDULE OF FEES - ZONING CODE UPDATE AND REZONING PROGRAM - PROJECT A

Schedule of Fees – Includes total cost for Projects A and B and cost for optional tasks.

		LWC										Dudek				TOTAL				
		Principal		Director		Senior		Lead Associate		GIS Specialist		Associate		Total						
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee					
TASK 1 Project Outline, Management, and Coordination																				
1.1	Project Outline	-	\$ -	-	4	\$ 1,000	12	\$ 2,340	6	\$ 1,050	-	\$ -	20	\$ 3,200	42	\$ 7,590	-	\$ -	42	\$ 7,590
1.2	Weekly Project Meetings	18	\$ 5,340	72	\$ 18,000	72	\$ 14,040	-	\$ -	-	\$ -	-	\$ -	162	\$ 37,386	-	\$ -	162	\$ 37,386	
1.3	Briefing Paper	-	\$ -	-	6	\$ 1,500	8	\$ 1,560	12	\$ 2,100	-	\$ -	16	\$ 2,560	42	\$ 7,720	-	\$ -	42	\$ 7,720
SUBTOTAL - TASK 1		18	\$ 5,340	82	\$ 20,500	92	\$ 17,940	18	\$ 3,150	-	\$ -	36	\$ 5,760	246	\$ 52,696	-	\$ -	246	\$ 52,696	
TASK 2 Project Commencement																				
2.1	Kick-Off Meeting	2	\$ 594	14	\$ 3,500	20	\$ 3,900	12	\$ 2,100	-	\$ -	24	\$ 3,840	72	\$ 13,934	-	\$ -	72	\$ 13,934	
2.2	Data Needs	-	\$ -	-	1	\$ 250	1	\$ 195	4	\$ 700	3	\$ 525	8	\$ 1,280	17	\$ 2,950	-	\$ -	17	\$ 2,950
SUBTOTAL - TASK 2		2	\$ 594	15	\$ 3,750	21	\$ 4,095	16	\$ 2,800	3	\$ 525	32	\$ 5,120	89	\$ 16,884	-	\$ -	89	\$ 16,884	
TASK 3 Preliminary Assessment and Recommendations																				
3.1	Review General Plan and Policy Consistency	-	\$ -	-	6	\$ 1,500	8	\$ 1,560	12	\$ 2,100	-	\$ -	24	\$ 3,840	50	\$ 9,000	-	\$ -	50	\$ 9,000
3.2	Legal Consistency	-	\$ -	-	4	\$ 1,000	6	\$ 1,170	8	\$ 1,400	-	\$ -	16	\$ 2,560	34	\$ 6,130	-	\$ -	34	\$ 6,130
3.3	Specific Plan Evaluation	4	\$ 1,188	8	\$ 2,000	8	\$ 1,560	8	\$ 1,400	16	\$ 2,800	32	\$ 5,120	76	\$ 14,068	-	\$ -	76	\$ 14,068	
3.4	Objective Design Standards Review	-	\$ -	-	8	\$ 2,000	24	\$ 4,680	16	\$ 2,800	-	\$ -	48	\$ 7,680	96	\$ 17,160	-	\$ -	96	\$ 17,160
3.5	Assessment and Recommendations Memo	4	\$ 1,188	8	\$ 2,000	12	\$ 2,340	20	\$ 3,500	4	\$ 700	32	\$ 5,120	80	\$ 14,840	-	\$ -	80	\$ 14,840	
SUBTOTAL - TASK 3		8	\$ 2,376	34	\$ 8,500	56	\$ 11,510	64	\$ 11,200	20	\$ 3,500	152	\$ 24,520	336	\$ 61,206	-	\$ -	336	\$ 61,206	
TASK 4 Public Engagement Strategy																				
4.1	Public Engagement Strategy	1	\$ 297	8	\$ 2,000	6	\$ 1,170	8	\$ 1,400	-	\$ -	20	\$ 3,200	43	\$ 8,067	-	\$ -	43	\$ 8,067	
4.2	Community Meetings (4)	8	\$ 2,376	40	\$ 12,000	64	\$ 12,480	60	\$ 10,500	12	\$ 2,100	110	\$ 17,600	302	\$ 57,056	-	\$ -	302	\$ 57,056	
4.3	Website Material	-	\$ -	-	12	\$ 3,000	16	\$ 3,120	12	\$ 2,100	12	\$ 2,100	20	\$ 3,200	72	\$ 13,520	-	\$ -	72	\$ 13,520
4.4	Public Outreach Summary Report	1	\$ 297	8	\$ 2,000	16	\$ 3,120	12	\$ 2,100	-	\$ -	40	\$ 6,400	77	\$ 13,917	-	\$ -	77	\$ 13,917	
SUBTOTAL - TASK 4		10	\$ 2,970	76	\$ 18,000	102	\$ 19,690	92	\$ 16,100	24	\$ 4,200	180	\$ 30,400	494	\$ 92,560	-	\$ -	494	\$ 92,560	
TASK 5 Draft Zoning Code and Rezoning Program																				
5.1	Table of Contents / Style Guide	2	\$ 594	16	\$ 4,000	20	\$ 3,900	16	\$ 2,800	6	\$ 1,050	40	\$ 6,400	100	\$ 18,744	-	\$ -	100	\$ 18,744	
5.2	Administrative Draft Zoning Code	48	\$ 14,256	116	\$ 29,000	140	\$ 27,360	160	\$ 28,000	-	\$ -	320	\$ 51,200	784	\$ 149,756	-	\$ -	784	\$ 149,756	
5.3	Administrative Draft Review Meetings	4	\$ 1,188	8	\$ 1,500	8	\$ 1,560	8	\$ 1,400	-	\$ -	4	\$ 640	30	\$ 6,288	-	\$ -	30	\$ 6,288	
5.4	First Public Draft Zoning Code	8	\$ 2,376	40	\$ 10,000	48	\$ 9,360	60	\$ 10,500	-	\$ -	160	\$ 25,600	316	\$ 57,836	-	\$ -	316	\$ 57,836	
5.5	Final Public Draft Zoning Code	2	\$ 594	24	\$ 6,000	32	\$ 6,240	16	\$ 2,800	-	\$ -	48	\$ 7,680	122	\$ 23,314	-	\$ -	122	\$ 23,314	
SUBTOTAL - TASK 5		64	\$ 19,600	202	\$ 56,500	248	\$ 48,360	260	\$ 45,500	6	\$ 1,050	372	\$ 61,920	1,352	\$ 253,314	-	\$ -	1,352	\$ 253,314	
TASK 6 Zoning Map																				
6.1	Zoning Map Translation Table and Administrative Draft Map Review	2	\$ 594	16	\$ 4,000	20	\$ 3,900	12	\$ 2,100	50	\$ 8,750	24	\$ 3,840	124	\$ 23,184	-	\$ -	124	\$ 23,184	
6.2	First Draft Zoning Map	2	\$ 594	6	\$ 1,500	12	\$ 2,340	4	\$ 700	32	\$ 5,000	8	\$ 1,280	64	\$ 12,014	-	\$ -	64	\$ 12,014	
6.3	Final Draft Zoning Map	2	\$ 594	4	\$ 1,000	8	\$ 1,560	4	\$ 700	20	\$ 3,500	8	\$ 1,280	46	\$ 8,634	-	\$ -	46	\$ 8,634	
SUBTOTAL - TASK 6		6	\$ 1,782	26	\$ 6,500	40	\$ 7,800	20	\$ 3,500	102	\$ 17,850	40	\$ 6,400	234	\$ 43,832	-	\$ -	234	\$ 43,832	
TASK 7 Planning Commission and City Council Workshops																				
7.1	Planning Commission Workshops (2)	4	\$ 1,188	16	\$ 4,000	22	\$ 4,290	8	\$ 1,400	-	\$ -	20	\$ 3,200	70	\$ 14,078	-	\$ -	70	\$ 14,078	
7.2	City Council Workshops (2)	4	\$ 1,188	16	\$ 4,000	22	\$ 4,290	8	\$ 1,400	-	\$ -	20	\$ 3,200	70	\$ 14,078	-	\$ -	70	\$ 14,078	
SUBTOTAL - TASK 7		8	\$ 2,376	32	\$ 8,000	44	\$ 8,580	16	\$ 2,800	-	\$ -	40	\$ 6,400	140	\$ 28,156	-	\$ -	140	\$ 28,156	
TASK 8 CEQA Compliance																				
8.1	Prepare Project Description	-	\$ -	-	6	\$ 1,500	2	\$ 390	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,890	42	\$ 7,890	50	\$ 9,780
8.2	Prepare CEQA 15162 Memorandum	-	\$ -	-	4	\$ 1,000	2	\$ 390	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,380	100	\$ 18,420	106	\$ 19,810
8.3	Meetings and Hearings	-	\$ -	-	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	38	\$ 8,790	38	\$ 8,790
SUBTOTAL - TASK 8		-	\$ -	-	10	\$ 2,500	4	\$ 780	-	\$ -	-	\$ -	-	\$ -	14	\$ 3,270	180	\$ 35,100	194	\$ 38,380
TASK 9 Public Hearings																				
9.1	Planning Commission Hearings (2)	2	\$ 594	12	\$ 3,000	18	\$ 3,510	6	\$ 1,050	-	\$ -	12	\$ 1,920	50	\$ 10,074	-	\$ -	50	\$ 10,074	
9.2	City Council Hearings (2)	2	\$ 594	12	\$ 3,000	18	\$ 3,510	6	\$ 1,050	-	\$ -	12	\$ 1,920	50	\$ 10,074	-	\$ -	50	\$ 10,074	
SUBTOTAL - TASK 9		4	\$ 1,188	24	\$ 6,000	36	\$ 7,020	12	\$ 2,100	-	\$ -	24	\$ 3,840	100	\$ 20,148	-	\$ -	100	\$ 20,148	
TASK 10 Final Zoning Code																				
10.1	Final Zoning Code	-	\$ -	-	2	\$ 500	8	\$ 1,560	12	\$ 2,100	-	\$ -	20	\$ 3,200	42	\$ 7,360	-	\$ -	42	\$ 7,360
10.2	Final Zoning Map	-	\$ -	-	2	\$ 500	2	\$ 390	-	\$ -	16	\$ 2,800	4	\$ 640	24	\$ 4,330	-	\$ -	24	\$ 4,330
SUBTOTAL - TASK 10		-	\$ -	-	4	\$ 1,000	10	\$ 1,950	12	\$ 2,100	16	\$ 2,800	24	\$ 3,840	66	\$ 11,690	-	\$ -	66	\$ 11,690
TASK 11 Post-Adoption																				
11.1	Post-Adoption Assistance	3	\$ 891	12	\$ 3,000	12	\$ 2,340	6	\$ 1,050	16	\$ 2,800	24	\$ 3,840	73	\$ 13,921	-	\$ -	73	\$ 13,921	
11.2	Staff Training	3	\$ 891	10	\$ 2,500	16	\$ 3,120	6	\$ 1,050	-	\$ -	12	\$ 1,920	47	\$ 9,481	-	\$ -	47	\$ 9,481	
SUBTOTAL - TASK 11		6	\$ 1,782	22	\$ 5,500	28	\$ 5,460	12	\$ 2,100	16	\$ 2,800	36	\$ 5,760	120	\$ 23,402	-	\$ -	120	\$ 23,402	
SIGNS Sign Code (see separate Attachment)																				
	Sign Code	12	\$ 3,564	82	\$ 20,500	122	\$ 23,790	-	\$ -	-	\$ -	176	\$ 28,160	392	\$ 76,014	-	\$ -	392	\$ 76,014	
SUBTOTAL - Sign Code		12	\$ 3,564	82	\$ 20,500	122	\$ 23,790	-	\$ -	-	\$ -	176	\$ 28,160	392	\$ 76,014	-	\$ -	392	\$ 76,014	
Project Subtotal		138	\$ 40,986	609	\$ 152,250	805	\$ 156,975	522	\$ 91,350	187	\$ 32,725	1,322	\$ 211,520	3,583	\$ 685,806	180	\$ 35,100	3,763	\$ 720,906	
Other Services																			\$ 43,254	
Optional EIR Addendum																			\$ 33,360	
Project Total																			\$ 797,520	
Other Optional Tasks																				
	Stakeholder Interviews																		\$ 18,912	
	Application Forms																		\$ 26,108	

EXHIBIT B

SCHEDULE OF FEES - SIGN CODE UPDATE - PROJECT B

Schedule of Fees for Sign Code Update, included in the Budget Summary for projects A and B.

		LWC								Dudek				TOTAL	
		Principal		Director		Senior		Associate		Total		Total			
		\$297		\$250		\$195		\$160						Hours	Fee
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
PROJECT NAME															
TASK 1	Project Commencement														
1.1	Project Management	-	\$ -	18	\$ 4,500	18	\$ 3,510	-	\$ -	36	\$ 8,010	-	\$ -	36	\$ 8,010
1.2	Project Outline	-	\$ -	4	\$ 1,000	4	\$ 780	-	\$ -	8	\$ 1,780	-	\$ -	8	\$ 1,780
	SUBTOTAL - TASK 1	-	\$ -	22	\$ 5,500	22	\$ 4,290	-	\$ -	44	\$ 9,790	-	\$ -	44	\$ 9,790
TASK 2	Sign Code Analysis														
2.1	Technical Review	1	\$ 297	4	\$ 1,000	8	\$ 1,560	24	\$ 3,840	37	\$ 6,697	-	\$ -	37	\$ 6,697
2.2	Analysis and Recommendations Memo	1	\$ 297	4	\$ 1,000	8	\$ 1,560	12	\$ 1,920	25	\$ 4,777	-	\$ -	25	\$ 4,777
	SUBTOTAL - TASK 2	2	\$ 594	8	\$ 2,000	16	\$ 3,120	36	\$ 5,760	62	\$ 11,474	-	\$ -	62	\$ 11,474
TASK 3	Public Engagement Strategy														
3.1	Public Engagement Strategy Program Memo	1	\$ 297	2	\$ 500	3	\$ 585	6	\$ 960	12	\$ 2,342	-	\$ -	12	\$ 2,342
3.3	Community Outreach Meetings (3)	4	\$ 1,168	20	\$ 5,000	25	\$ 4,875	40	\$ 6,400	89	\$ 17,463	-	\$ -	89	\$ 17,463
3.4	Public Engagement Strategy Program Summary Report	-	\$ -	2	\$ 500	6	\$ 1,170	12	\$ 1,920	20	\$ 3,590	-	\$ -	20	\$ 3,590
	SUBTOTAL - TASK 3	5	\$ 1,465	24	\$ 6,000	34	\$ 6,630	58	\$ 9,280	121	\$ 23,395	-	\$ -	121	\$ 23,395
TASK 4	Draft Sign Code														
4.1	Annotated Table of Contents	-	\$ -	2	\$ 500	4	\$ 780	6	\$ 960	12	\$ 2,240	-	\$ -	12	\$ 2,240
4.2	Administrative Draft Sign Code	4	\$ 1,168	8	\$ 2,000	24	\$ 4,680	40	\$ 6,400	76	\$ 14,268	-	\$ -	76	\$ 14,268
4.3	Public Hearing Draft Sign Code	1	\$ 297	4	\$ 1,000	12	\$ 2,340	16	\$ 2,560	33	\$ 6,197	-	\$ -	33	\$ 6,197
	SUBTOTAL - TASK 4	5	\$ 1,465	12	\$ 3,000	36	\$ 7,020	56	\$ 8,960	109	\$ 20,465	-	\$ -	109	\$ 20,465
TASK 5	Public Hearings														
5.1	Planning Commission Hearings (1)		\$ -	6	\$ 1,500	4	\$ 780	6	\$ 960	16	\$ 3,240	-	\$ -	16	\$ 3,240
5.2	City Council Hearings (1)		\$ -	6	\$ 1,500	4	\$ 780	6	\$ 960	16	\$ 3,240	-	\$ -	16	\$ 3,240
	SUBTOTAL - TASK 5	-	\$ -	12	\$ 3,000	8	\$ 1,560	12	\$ 1,920	32	\$ 6,480	-	\$ -	32	\$ 6,480
TASK 6	Final Sign Code														
6.1	Final Sign Code		\$ -	2	\$ 500	2	\$ 390	8	\$ 1,280	12	\$ 2,170	-	\$ -	12	\$ 2,170
	SUBTOTAL - TASK 6	-	\$ -	2	\$ 500	2	\$ 390	8	\$ 1,280	12	\$ 2,170	-	\$ -	12	\$ 2,170
Project Total		12	\$ 3,564	82	\$ 20,500	122	\$ 23,790	176	\$ 28,160	392	\$ 76,014	-	\$ -	392	\$ 76,014