



## CONSULTANT AGREEMENT

**THIS AGREEMENT** is made and entered into this [REDACTED] day of April, 2018, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and **SAFEBuilt Studio**, of Loveland, Colorado, hereinafter referred to as “**CONSULTANT**.”

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to update its Zoning Codes for Billings and Yellowstone County and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

- 1. PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
- 2. TERM:** This **AGREEMENT** shall be for a period of 20 months to 2 (two) years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$160,000.

a. Payments to the **CONSULTANT** will be made at the completion of each Phase as outlined in the Project Timeline in Exhibit A. This may include payment at the end of each SubTask within a project Phase. An example of a SubTask completion in Phase 1: Project Kick-off is the completion of SubTask 1.2 Community Involvement Strategy. SubTask 1.2 payment could occur prior to startup of SubTask 1.3 Stakeholder and Focus Group Meetings.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- B. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.



- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

**CONSULTANT** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

**CONSULTANT** shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.



**6. AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

**7. AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Elizabeth Garvin, Esq. AICP, and the Project Manager for **CITY** designated is Nicole M. Cromwell, AICP.



**8. NONDISCRIMINATION:**

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- 9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable



statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproduces of all notes, reports, and plans shall be made available at the **CITY'S** request.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**CONSULTANT (Print Name Above)**

By \_\_\_\_\_  
**WILLIAM A. COLE,**  
**MAYOR**

By \_\_\_\_\_  
**Print Name** \_\_\_\_\_  
**Print Title** \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
**BRENT BROOKS, CITY Attorney**



## Exhibit A

### Project Re:Code Approach Summary

We will undertake the project in four major phases, each with specific tasks as described below. Each phase is designed to complete an entire step in the process of creating new zoning regulations and to build on the work of the previous phase:

- Phase 1: Project Kick-Off. Meet with the City and County; invite the public to join the process; gather information for the drafting process.
- Phase 2: Code Audit. Understand how the current regulations work; identify and research specific topics that need creative solutions; present a roadmap for the new zoning regulations.
- Phase 3: Draft Regulations. Draft updated zoning regulations in three parts; gather City/County and public feedback; revise drafts.
- Phase 4: Complete Draft Code and Testing. Combine all sections of the new zoning regulations and “test” sample projects to determine results; revise draft as necessary; produce final draft.

#### Phase 1 Project Kick-Off

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##### PURPOSES:

- A. Document review
- B. Project organization meetings with staff
- C. Initial public information gathering

#### Task 1.2 DOCUMENT REVIEW

In preparation for the project kick-off meetings, team members will work with the City and County to identify, obtain, and review copies of all of the project relevant documents.

#### Task 1.3 COMMUNITY INVOLVEMENT STRATEGY

To kick-off zoning regulations update, we will meet with City and County staff over a two-day period to refine the project communication and public involvement strategy that is identified in broad categories in this task. This will include specifying details for the meetings included in the project schedule to identify: 1) draft code delivery and review dates, 2) staff, stakeholder, and focus group meeting topics, dates, and locations, 3) public outreach dates, locations and/or platforms, and 4) preliminary project completion deadlines. The community involvement strategy will be updated with staff and the Steering Committee as necessary to reflect the actual progress and content of the project and may be adjusted to accommodate specific topics and issues.

##### A. PUBLIC OUTREACH STRATEGIES

The process of including the community in the evaluation and revision of land development



regulations is a little different from the public outreach typically used when updating a growth policy. This is primarily because development regulations are more technical in nature than growth policies and the language and standards must be very clear and precise. Citizen input for regulatory updates tends to be more focused than with most general growth policy projects, with more emphasis on technical review that comes later in the project as the code is drafted. Still, there are some options for early involvement that we will incorporate in the project with our goal for the entire project being to make it easy for the public to access the process and participate as they can and in a meaningful way.

#### **B. PROJECT COMMITTEES**

As identified in the RFP, we will work with the project Steering Committee and Working Groups. The role of the Steering Committee will be to serve as a sounding board, provide input, and help shape the draft regulations throughout the project.

The project Working Groups will provide technical review in specific subject areas for our draft documents. The Working Groups will also vet draft documents and identify useful approaches to sharing and gathering feedback about key issues prior to releasing the information for Steering Committee and public review.

#### **C. PUBLIC MEETINGS AND EVENTS: LIVE AND ELECTRONIC**

As further specified in the Community Involvement Strategy, our team will provide in-person outreach through public meetings and workshops and presentations to supplement the work of the project committees. Public meetings are dynamic, visual, and productive (although not always in the way we originally anticipated). Our general approach to the public process will include engagement at key process points:

- A. Project kick-off meeting;**
- B. A series of public open house meetings at the beginning of the project, after drafting the code analysis, and following completion of a full draft of the updated code; and**
- C. Public invitation to the elected and appointed official briefings on the project.**

In addition to these meetings, we anticipate public involvement in meetings as part of the final adoption phase of the project. With the availability of our local team members, we are also able to conduct more informal meetings with representatives of local groups or constituencies who should be kept informed about the project. The involvement and understanding of key stakeholders is important throughout the process, and our work plan allows that to be tailored to issues and challenges as they arise.

In addition to live public meetings, we propose to incorporate electronic public involvement tools into the project through links to the City and County's websites. Working with the City and County, we will direct the public to project surveys; social media feeds through Facebook,



and Twitter; and YouTube/Vimeo project videos.

#### **Task 1.4 STAKEHOLDER AND FOCUS GROUP MEETINGS**

As part of the kick-off meetings, we will schedule a series of interviews with the City and County staff, the Steering Committee, project Working Groups (county, urban, sign, and landscape), key stakeholders (including development professionals, neighborhood groups, the business community, design professionals, and other groups identified by the City and County), and City and County elected and appointed officials to gather specific concerns and comments about the current regulations and the project outcomes. Following the individual meetings, we will facilitate a public open house to begin the process of educating the public about the zoning code update regulations project and to gather thoughts and ideas for regulatory change.

#### **PHASE 1 DELIVERABLES:**

- A. Zoning Regulations Update project final schedule and public outreach schedule**
- B. Meeting summaries**

#### **Phase 2 Code Audit**

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#### **PURPOSES:**

- A. Analyze current zoning regulations**
- B. Identify best practices in peer community codes**
- C. Prepare a Code Audit**

#### **Task 2.2 CURRENT CODE ANALYSIS**

Based on information collected in Phase 1, the SAFEbuilt Studio team will undertake a technical review and assessment of Billings' and Yellowstone County's current zoning regulations. The code analysis will include a review of all major sections in the current regulations, the extent to which the section carries out adopted and proposed planning policies, and relevant state law requirements, if any. The code analysis will also include an exploration of "big picture" issues, such as:

- A. The most critical needs for revision;**
- B. Current regulatory and non-regulatory tools that work well and require little or no revision;**
- C. Ways in which the current tools are ineffective or frustrating to use;**
- D. Mismatches between the regulations and evolving land development models and building construction techniques,**
- E. Alignment with the Project Re:Code Guiding Principles; and**



**F. The extent to which the tools in place will be effective in implementing the growth policies and land development policies.**

Key substantive issues raised during the initial project outreach will also be discussed in the report.

**Task 2.3 CHARACTER AREA ANALYSIS**

To start to identify the detail necessary for the updated regulations and make a preliminary assessment of the potential role of form-based regulations, we will conduct field surveys and other research to gain a better understanding of built patterns, neighborhood character, and desired character throughout the city and county.

**Task 2.4 BEST PRACTICES STUDY**

Historically, communities have developed unique solutions to issues - such as accessory dwelling units or solar access - that are closely tailored to local real estate and political needs. With electronic access to a library of zoning and subdivision regulations and an increased emphasis on efficient, evidence-based regulations, communities now also draw upon each others' good ideas frequently – taking a tailored solution and reworking it for their own needs. We will work with the City and County to identify peer communities from which to explore best practices both at an overall level and also for specific topics.

**Task 2.5 COMPLETE CODE AUDIT**

Incorporating the current code analysis and best practices study, we will draft a code audit that identifies: areas of proposed revisions, best practices approaches to those revisions where appropriate, and an annotated outline of the recommended revised land development regulations code structure. The purpose of the final code audit will be to allow the staff, elected and appointed officials, and the public an opportunity to review key issues for the project along with the overall structure of the proposed revisions before the actual drafting begins.

**PHASE 2 DELIVERABLES:**

- A. Draft and Final Code Audit**
- B. Presentation materials for meetings**

**Phase 3 Draft Regulations**

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**PURPOSES:**

1. Draft updated regulatory standards
2. Review and revise draft regulations



## **DRAFTING OVERVIEW**

Following the preparation of the Code Audit, we will prepare an initial draft of the updated zoning regulations. We will prepare the draft in three review packets (see inset below): 1) Districts and Uses, 2) Development Standards, and 3) Administrative Procedures. The drafts will overlap, so while one packet is under review by the City and County our team will prepare the next packet. Each packet will be reviewed according to the project draft document review process:

- A. Consultant prepares staff draft,**
- B. Staff reviews draft and holds editing meeting with Consultant Team (we anticipate this will be a video call),**
- C. Consultant revises draft into a public review version,**
- D. Steering Committee review, and**
- E. Elected/Appointed officials and public review.**

### **Task 3.2 PACKET 1: DISTRICTS AND USES**

We will update the City and County's current zone districts, use allocations, and use standards to ensure that it is possible to implement the Growth Policies and relevant development policies identified in the Code Audit. This may involve adding new districts, consolidating existing districts, or even "retiring" obsolete districts. This task will also include the creation of any form-based regulations that will be included in the new zoning regulations. During this Task we will also identify necessary updates to the zoning map and work with staff to develop an approach to a comprehensive map update at the completion of the project.

### **Task 3.3 PACKET 2: DEVELOPMENT STANDARDS**

Based on the direction established through the Code Audit, we will prepare and/or revise the substantive development standards for areas of regulation such as - parking, landscaping, screening, and site design. We will determine which aspects of the development standards should be applicable in specific geographic areas and what standards, if any, should be made City and/or County-wide in application.

### **Task 3.4 PACKET 3: PROCEDURAL REGULATIONS AND GENERAL PROVISIONS**

In the third draft packet we will prepare and/or revise existing administrative provisions to add review flexibility, address the City and County procedural preferences, and applicable Montana law. The goal of this task is to provide a streamlined, standardized approach to development decisions, while maintaining flexibility for project design and ensuring conformance with the City and County's planning goals and policies. In this final drafting packet, we will also update the general provisions of the regulations – the legal language that is not frequently used but when necessary is very important – and the measurement standards and definitions.



### **PHASE 3 DELIVERABLES:**

- A. Staff drafts for each packet**
- B. Revised drafts for each packet**

### **Phase 4 Draft Billings and Yellowstone County Zoning Regulations**

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#### **PURPOSES:**

- A. Prepare complete review draft zoning regulations**
- B. Revise public review draft into adoption draft**

#### **Task 4.2 FULL DRAFT ZONING REGULATIONS AND TESTING**

Following complete City and County review of each of the draft sections, the SAFEbuilt Studio team will revise the draft zoning regulations and prepare a final, complete draft for staff and public review.

#### **Task 4.3 PUBLIC REVIEW**

We will introduce the draft zoning regulations to the public during a series of open-house meetings scheduled for locations across the City and County. We will organize the results of the public feedback as a separate report to the draft regulations and have a final review meeting with City and County staff and focus groups to discuss which changes should be made to the draft zoning regulations and which comments should simply be passed forward to the elected appointed officials without changes to the document.

#### **Task 4.4 ADOPTION DRAFT**

Following completion of the open house meetings and any resulting edits, we will prepare an adoption draft for introduction and discussion at formal public hearings. Working with City and County staff, we will prepare and make presentations of the draft zoning regulations to the public elected appointed officials as required by Montana law. Unless otherwise negotiated in the project agreement, SAFEbuilt Studio team members will attend two public hearings or workshops to present the draft and answer any questions. It is normal for additional changes to occur during the hearing process – as with all ordinances – and we will work with staff to ensure that the adopted draft of the Billings and Yellowstone County Zoning Regulations incorporates all of the agreed-to changes made across the project.

### **PHASE 4 DELIVERABLES:**

- A. Complete zoning regulations**
- B. Summary report of public feedback**



### **Public Outreach Strategies**

The process of including the community in the evaluation and revision of land development regulations is a little different from the public outreach typically used when updating a growth policy. This is primarily because development regulations are more technical in nature than growth policies and the language and standards must be very clear and precise. Citizen input for regulatory updates tends to be more focused than with most general planning projects, with more emphasis on technical review that comes later in the project as the code is drafted. Still, there are some options for early involvement that we will incorporate in the project with our goal for the entire project being to make it easy for the public to access the process and participate as they can and in a meaningful way.

Being innovative doesn't always mean you need to try new techniques for community engagement. It may be as simple as listening to the community and hearing what they say is working. We reviewed the Community Conversations Table Café Results published on the City's website and offer the following observations about specific community engagement techniques Billings residents are asking for:

- More face-to-face meetings in neighborhoods. The eight Neighborhood Task Forces in Billings hold regular meetings at locations throughout the City and using these meetings as a forum may engage some unconventional stakeholders.
- The downtown library is a source of community pride and an important civic building, exhibiting iconic architectural design. Workshops or meetings should be held at the library and building should be used as a recognized and comfortable gathering space within the community.
- Use the Community 7 TV channel to air meetings, videos and discussions related to the project.
- The SAFEbuilt Studio team has a 2018 APA Ambassador who can develop a program for youth in Billings to educate and engage them about planning, zoning and development, and citizen involvement.

Returning to the “conventional” approach to input, we think that the challenge of gaining public input for a zoning code process is more complicated than general community visioning and planning. Zoning regulations are simply one tool for implementing a plan or vision and are limited in what they can address. Therefore, it is necessary to guide the public input fairly specifically to gain helpful input into drafting the code. Typically, we rely heavily on past comprehensive and master planning to establish the broad goals and objectives for the zoning code, reinforcing those goals and objectives during the public process and defining how the zoning code can implement them. Community workshop activities will then be crafted to answer key questions or develop more specific objectives to address with the zoning code.

A robust outreach strategy will engage different stakeholder groups – both to gather feedback and to provide project education – through a variety of opportunities:



1. Ongoing, representative, and actively engaged group of stakeholders serving as the project Steering Committee to provide regular input into the process, review all drafts, and guide the process.
2. For those stakeholders with good knowledge of the code and its impacts, use the established Working Groups and create other focus groups for individuals to provide more specific input at the early stage, then more detailed review of code drafts. Along with the established Working Groups, different focus groups could be active neighborhood representatives, development community members, business owners, others.
3. For a broader brush outreach effort, multiple outlets to be used include:
  - a. An online system for asking questions, gaining input, and posting information (check our example from New Hanover County, North Carolina, here: <https://planning.nhcgov.com/udo/home/> );
  - b. A series of open community workshops and meetings based upon gaining insights and promoting understanding of the proposed code components (check out the summary of our work in Boulder, Colorado, here: <https://bouldercolorado.gov/plan-develop/form-based-code> );
  - c. Manned and unmanned open house locations (vacant storefronts?) with activities to gain input and/or posters and information to educate (we love the Zoning 101 video that is part of our current Cedar Rapids project and that could be part of an unmanned open house set-up: [http://www.cedar-rapids.org/local\\_government/departments\\_a - f/community\\_development/rezone\\_cedar\\_rapids.php](http://www.cedar-rapids.org/local_government/departments_a-f/community_development/rezone_cedar_rapids.php) ); and
  - d. Our team also has the capability to advertise, promote, and disseminate project information to the public through a variety of local media platforms/networks including:
    - i. Local print media including Billings Gazette & Last Best News
    - ii. KULR8 News, Q2 News (TV)
    - iii. Community 7 (Local access TV)
    - iv. Community meetings
    - v. City Council work sessions
    - vi. Billings based social media networks

This process of outreach strategy for different types of input not only increases the number of people participating, but tailors the type of process to the knowledge of the stakeholder.

Finally, based on information gathered in the first phase from interviews and initial steering committee input, the types of add-on workshop activities across the length of the project will be crafted to answer specific coding questions. Activities might include:

- Image preference surveying for character-heavy locations such as the downtown, established neighborhoods, commercial corridors, places with existing master plans.
- Character mapping exercises and verification of mapping activities.



- Topical workshops addressing key issues identified in the early phases of information gathering, such as building materials, landscaping and screening, pedestrian connectivity, parking options.

Our goal for public involvement in the project will be to create multiple opportunities to get involved in a variety of ways that work for different segments of the community.

### **PROJECT COMMITTEES**

Steering Committee. In the majority of our code rewrite projects we work with a steering committee appointed by the local government to assist the project by providing input and feedback. The City/County Planning Board has formed an “ad hoc” Steering Committee with 19 community members representing a broad cross section of the city and county. The Steering Committee will serve as a sounding board and will provide input throughout the project.

Steering Committee Working Groups. The Steering Committee has formed 4 Working Groups to work toward consensus on Signs, Landscaping, County Issues and Urban Issues. The Working Groups will provide technical review of the drafts of the Zoning Code before these are forwarded to the Steering Committee for broader public review.

### **LIVE PUBLIC MEETINGS AND EVENTS**

Our team will provide in-person outreach through public meetings and workshops and presentations to supplement the work of the project committees. Public meetings are dynamic, visual, and productive (although not always in the way we originally anticipated). Our general approach to the public process will include engagement at key process points:

- Project kick-off meeting;
- A series of public open house meetings at the beginning of the project, after drafting the code analysis, and following completion of a full draft of the updated code; and
- Public invitation to the elected and appointed official briefings on the project.

In addition to these meetings, we anticipate public involvement in meetings as part of the final adoption phase of the project. With the availability of our local team members, we are also able to conduct more informal meetings with representatives of local groups or constituencies who should be kept informed about the project. The involvement and understanding of key stakeholders is important throughout the process, and our work plan allows that to be tailored to issues and challenges as they arise.

### **ELECTRONIC PUBLIC INVOLVEMENT TOOLS - PROJECT WEBSITE**

In addition to live public meetings, we propose to incorporate electronic public involvement tools into the project through links to the City and County’s websites. Working with the City and County, we will direct the public to project surveys; social media feeds through Facebook, and Twitter; and YouTube/ Vimeo project videos.



## **QUALITY ASSURANCE AND QUALITY CONTROL**

Excellent quality assurance means that our project process is efficient and effective. Both SAFEbuilt Studio and partner Codametrics have specific experience with taking a zoning code project from start to finish, and our local partner High Plains Architects has parallel experience in the design realm. We have a fundamental understanding of how to move the process forward through a sequential series of drafting and review steps, what questions to ask when to build the relevant layers of the code, how to prompt staff and the public for additional information, and when to provide recommendations about different drafting options that can balance regulatory language choices with desired outcomes and staff capacity. Through our experience with similar projects, we have also learned how to keep a project on track when we hit one of the “hot spots” that every project will inevitably have.

Excellent quality control means that our services and product meet the City and County’s expectations. We ensure quality control in three ways: (1) through an open communication process that includes weekly or bi-weekly project management meetings with staff, (2) an iterative drafting process where our local partners are involved in the drafting of the project as we proceed and are not presented with a “surprise” draft at any point in the process, and (3) heavy local involvement wedded with national expertise. We will combine what we learn from our interaction with the project committees and feedback on the drafts that we prepare with the experience our team has gained through preparing zoning codes across the country. Our goal is to provide Billings and Yellowstone County with regulations that are both locally-specific and best practices based.



## PROJECT TIMELINE

### Billings/Yellowstone County Zoning Code Update Schedule

|                                    | May 2018        |   |   |   | June 2018 |   |
|------------------------------------|-----------------|---|---|---|-----------|---|
|                                    | 1               | 2 | 3 | 4 | 1         | 2 |
| <b>Phase 1: Project Kick-off</b>   |                 |   |   |   |           |   |
| 1.1 Document Review                | Consultant Work |   |   |   |           |   |
| Staff Input Call                   |                 |   |   |   |           |   |
| Interview Questionnaire            |                 |   |   |   |           |   |
| 1.2 Community Involvement Strategy |                 |   |   |   |           |   |
| 1.3 Project Website Information    |                 |   |   |   |           |   |
| 1.3 Round 1 Outreach Meetings      |                 |   |   |   | tbd       |   |
| Staff/Departments                  |                 |   |   |   |           |   |
| 2 Open House (day/evening)         |                 |   |   |   |           |   |
| Focus Groups                       |                 |   |   |   |           |   |
| Steering Committee                 |                 |   |   |   |           |   |
| Elected/Appointed Officials        |                 |   |   |   |           |   |



|                                 | June 2018        | July 2018        | August 2018  | September 2018 |
|---------------------------------|------------------|------------------|--------------|----------------|
| <b>Phase 2: Code Assessment</b> |                  |                  |              |                |
| 2.1 Current Code Analysis       | Consultant Draft |                  |              |                |
| 2.2 Character Area Analysis     | Consultant Draft |                  |              |                |
| 2.3 Best Practices Study        |                  | Consultant Draft |              |                |
| 2.4 Complete Code Assessment    |                  |                  |              |                |
| Staff Review Draft (SRD)        |                  |                  | Staff Review |                |
| Conference Call re: SRD         |                  |                  |              |                |
| Public Review Draft             |                  |                  | C Edit       |                |
| Public Meetings re: Assessment  |                  |                  |              | tbd            |
| 2 Open House (day/evening)      |                  |                  |              |                |
| Focus Groups                    |                  |                  |              |                |
| Steering Committee              |                  |                  |              |                |
| Elected/Appointed Officials     |                  |                  |              |                |

|                                   | September 2018  | October      | November | December         | January | February     | March  |
|-----------------------------------|---|--------------|----------|------------------|---------|--------------|--------|
| <b>Phase 3: Draft Regulations</b> |   |              |          |                  |         |              |        |
| <b>3.1 Districts and Uses</b>     | Zone districts (traditional and form), use table, use standards |              |          |                  |         |              |        |
| Prep Staff Review Draft (SRD)     | Consultant Draft  |              |          |                  |         |              |        |
| Staff Review and Call re: SRD     |   | Staff Review |          |                  |         |              |        |
| Revise Draft                      |   |              | C Edit   |                  |         |              |        |
| Public Check-In                   |   |              |          | tbd              |         |              |        |
| Steering Committee                |   |              |          |                  |         |              |        |
| Focus Groups                      |   |              |          |                  |         |              |        |
| 2 Open House (day/evening)        |   |              |          |                  |         |              |        |
| Elected/Appointed Officials       |   |              |          |                  |         |              |        |
| Zoning Map Update, Draft          |   |              |          | Consultant Draft |         |              |        |
| Staff Review                      |   |              |          |                  |         | Staff Review |        |
| Revise Draft                      |   |              |          |                  |         |              | C Edit |



| Phase 3: Draft Regulations       | December 2018  | January 2019 | February | March |  |
|----------------------------------|--|--------------|----------|-------|--|
| <b>3.2 Development Standards</b> | <b>Parking, landscaping, site layout, lighting, signs, anything required on the site</b> |              |          |       |  |
| Prep Staff Review Draft (SRD)    | Consultant Draft   |              |          |       |  |
| Staff Review and Call re: SRD    |  | Staff Review |          |       |  |
| Revise Draft                     |  |              | C Edit   |       |  |
| Public Check-In                  |  |              |          | tbd   |  |
| Steering Committee               |  |              |          |       |  |
| Focus Groups                     |  |              |          |       |  |
| 2 Open House (day/evening)       |  |              |          |       |  |
| Elected/Appointed Officials      |  |              |          |       |  |

| Phase 3: Draft Regulations    | March 2019                               | April        | May    | June |  |
|-------------------------------|--|--------------|--------|------|--|
| <b>3.3 Procedures</b>         | <b>Administrative review and permits</b> |              |        |      |  |
| Staff Review Draft (SRD)      | Consultant Draft                         |              |        |      |  |
| Staff Review and Call re: SRD |  | Staff Review |        |      |  |
| Revise Draft                  |  |              | C Edit |      |  |
| Public Check-In               |  |              |        | tbd  |  |
| Steering Committee            |  |              |        |      |  |
| Focus Groups                  |  |              |        |      |  |
| 2 Open House (day/evening)    |  |              |        |      |  |
| Elected/Appointed Officials   |  |              |        |      |  |



|  | June 2019 | July             | August       | September          | October |
|--|-----------|------------------|--------------|--------------------|---------|
| <b>Phase 4: Full Draft Regulations</b> |           |                  |              |                    |         |
| 4.1 Full Draft Regulations             |           | Consultant Draft |              |                    |         |
| Prep Staff Review Draft (SRD)          |           |                  | Staff Review |                    |         |
| Staff/Consultant Revise Draft          |           |                  |              |                    |         |
| 4.2 Public Draft Regulations           |           |                  |              | Public Process tbd |         |
| 4.3 Adoption Draft                     |           |                  |              |                    |         |