

PLANNING SERVICES AGREEMENT CITY OF EARLHAM, IOWA - FUTURE LAND USE PLAN

PROJECT DESCRIPTION

Planning services will be provided by Confluence, Inc., (Consultant) to the City of Earlham, Iowa, (City) to update the City's Comprehensive Plan by developing a new Future Land Use Plan. Confluence will be assisted by Shive-Hattery (Subconsultant). The Consultant Team anticipates working collaboratively with City Staff, the City Council, and the Planning Commission as well as the Advisory Committee. The following details our proposed Scope of Services based on our understanding of the City's desired process and outcomes.

A. SCOPE OF SERVICES

PHASE 1: PROJECT KICK-OFF, RESEARCH + ANALYSIS (APPROXIMATELY 1 MONTH)

1.1 Project Pre-Kick-Off Meeting with City Staff

The Consultant Team will meet with City staff to prepare for the project kick-off. *(Virtual meeting)*

1.2 Project Kick-Off Meeting with the Advisory Committee (AC Meeting #1)

The Consultant Team will facilitate a project kick-off meeting with City staff and the Advisory Committee (AC). The purpose of this meeting is to:

- Establish roles, responsibilities, and project contacts;
- Determine any initial data needs;
- Review the project scope, schedule, and key meeting dates;
- Identify key stakeholders (including Vision Plan stakeholders) and desired public input process and outcomes; and,
- Review the Public Outreach Plan.

At the Kick-Off Meeting, Consultant Team will also take the opportunity to review the current issues and opportunities with the group to identify key focus areas that will likely be drivers of this process. *(In-person meeting)*

1.3 Existing Conditions Analysis Review Meeting with Advisory Committee (AC Meeting #2)

Our team will present to City staff and the Advisory Committee an overview of our team's analysis of the previous plan, existing conditions, and anticipated trends. For this overview, we will develop:

- An analysis of existing land uses and the Zoning Code regulations;
- A high-level summary of the water, sanitary sewer, and storm sewer infrastructure and street network; and,
- A preliminary community assessment of issues and opportunities.

(In-person meeting)

PHASE 2: VISION, INPUT + DIRECTION **(APPROXIMATELY 2 MONTHS)**

2.1 Stakeholder Interviews

Our team will conduct key stakeholder interviews and small group meetings to incorporate this input into the planning process. The interviews and meetings can be conducted with representatives from Earlham Community Schools, economic development groups, major landowners and developers, business owners, and other civic and neighborhood organizations. Members of our team will contact, via email, the community stakeholders and community groups as identified by the Advisory Committee and schedule individual and small group meetings to be held virtually via video conference calls. *(Estimated 1-day of virtual meetings)*

2.3 Public Visioning Workshop (Public Meeting #1)

The Consultant Team will facilitate a structured public workshop to identify key issues, priorities, opportunities, and preferences that will guide the direction of the new Future Land Use Plan. At this meeting, we will provide an overview of the planning process and seek input on various aspects of the plan. *(In-person meeting)*

Meeting Advertising: The Consultant Team will collaborate with City staff to advertise the public meetings. The Consultant Team will design meeting fliers for posting at City facilities, inserts for municipal bill mailings, press releases, and graphics for posting on the City's website and social media platforms.

2.3 Stakeholder and Public Input Review with Advisory Committee (AC Meeting #3)

Following these various public and stakeholder input meetings, the Consultant Team will meet with the Advisory Committee to share all of information gathered from the various engagement activities conducted to date. The purpose of this workshop is to review the ideas generated by the stakeholders and community members and set the preferred direction of the Future Land Use Plan. *(In-Person meeting)*

PHASE 3: DRAFT PLAN + EVALUATION **(APPROXIMATELY 2 MONTHS)**

3.1 Draft Plan

The Consultant Team will prepare a new Future Land Use Plan as an update to the City's current Comprehensive Plan:

- Existing land use analysis and map;
- Future land use analysis and map;
- Land use goals and policies including recommended Zoning Code updates;
- Major streets; and,
- Public utilities and infrastructure.

The document and maps will be developed in collaboration with City staff and the Advisory Committee. Each section will be prepared and then submitted to the City staff for review and

comment. The Consultant will address City staff comments and submit a revised draft of that section to City staff.

3.2 Draft Plan Review Session with Advisory Committee (AC Meeting #4)

The Consultant Team will review the draft Future Land Use Plan with the City staff and then with the Advisory Committee and update and modify the drafts as requested. *(1 virtual or in-person meeting)*

3.3 Draft Plan Public Open House (Public Meeting #2)

The Consultant Team will present the draft Future Land Use Plan at a public open house to be held over an afternoon and evening utilizing story boards to explain the different plan elements and chapters. *(In-person meeting)*

Meeting Advertising: The Consultant Team will collaborate with City staff to advertise the public open houses. The Consultant Team will design meeting fliers for posting at City facilities, inserts for municipal bill mailings, press releases, and graphics for posting on the City's website and social media platforms.

PHASE 4: FINAL PLAN + ADOPTION (APPROXIMATELY 1 MONTH)

4.1 Final Draft Plan

Following the public review and comment period, the Consultant Team will prepare a final draft of the Future Land Use Plan and submit it to City staff for review and comment. We will address City staff comments and submit a revised final draft to City staff.

4.2 Planning Commission Public Hearing (Public Meeting #3)

The Consultant Team will attend the Planning Commission Public Hearing for the review and recommendation on the adoption of the new Future Land Use Plan. We will assist the City staff with the presentation of the Plan and will make subsequent revisions to the Plan as may be requested by the Commission and submit updated copies to City staff. *(In-person meeting)*

Meeting Advertising: The Consultant Team will collaborate with City staff to advertise the public Commission and Council public hearings. The Consultant Team will design meeting fliers for posting at City facilities, inserts for municipal bill mailings, press releases, and graphics for posting on the City's website and social media platforms.

4.4 City Council Public Hearing (Public Meeting #4)

The Consultant Team will attend the City Council Hearing for the review and approval of the new Future Land Use Plan. We will assist the City staff with the presentation of the Plan and will make subsequent revisions to the Plan as may be requested by the Council and submit updated copies to City staff. *(In-person meeting)*

FINAL DELIVERABLES

Electronic copies (PDF and Word formats) of the draft and final Future Land Use Plan, presentation materials, and maps and drafts will be provided to the City. The final Future Land Use Plan document will be user and website friendly and graphically rich. The GIS files (ESRI format) for all maps will also be provided to the City for its use.

B. SCHEDULE

The Consultant is prepared to provide the professional services described herein immediately upon the City's notice to proceed. It is anticipated this project will take approximately 6-months to complete. A more definitive schedule for completion of activities can be established with the City at the outset of the project as requested.

C. SCOPE SERVICE FEES BY TASK

The City will compensate the Consultant on a lump sum basis as provided herein and will pay the Consultant monthly based on the percent completion of each phase.

Not included are reimbursable expenses for document and map printing which are not to exceed \$2,000. Reimbursable expenses will be included on each monthly invoice as incurred in accordance with Exhibit A, attached hereto.

If the nature of the scope of services changes or if the anticipated fees outlined herein require an increase, Confluence will notify the City of the revised scope and/or fee before proceeding with any additional work.

FEES BY PHASE

Phase 1: Project Kick-Off Research + Analysis	\$10,700
Phase 2: Vision, Input + Direction	\$7,800
Phase 3: Draft Plan + Evaluation	\$14,100
Phase 4: Final Plan + Adoption	\$8,900
<i>Reimbursable Expenses Not to Exceed</i>	<i>\$2,000</i>
TOTAL FEE PROPOSAL	\$43,500

D. COMPENSATION

Service fees and reimbursable expenses will be billed to the City monthly by the Consultant. Payment is due upon receipt of invoice. The City agrees to provide payment to the Consultant within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by the Consultant within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, the Consultant may suspend performance of services on the project until the

account is paid.

In the event an invoice is disputed by the City, the City shall inform the Consultant within a reasonable timeframe (within 10 days of City's receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of the Consultant's receipt of dispute notice) to further clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, the Consultant, at its discretion, may suspend performance of services on the project until the account is paid.

E. TERMINATION

The Consultant or the City may terminate this Agreement at any time by written notice. If the Agreement is terminated by either the Consultant or the City, the City will pay the Consultant for service provided and expenses incurred by the Consultant up to the time notice is either sent by the Consultant or received by the Consultant.

F. MISCELLANEOUS

The City shall provide all necessary background information, documents, maps and data and shall further provide the timely review of document and map drafts, assist with scheduling meetings, provide meeting space, print and distribute meeting flyers and posters, print and send municipal bill inserts, placement of yard signs, and be responsible for all required public meeting notices.

G. LIMITATION OF LIABILITY

The total cumulative liability of the Consultant, its agents, servants, employees, and sub-consultants to the City with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or otherwise shall be limited to the Consultant's professional liability insurance coverage limits in place at the time of performance of the services outlined herein. The Consultant shall not be liable to the City for special or consequential losses or damages including, but not limited to, loss of use. The Consultant shall not be liable to the City for losses, damages, or claims for which the City fails to give notice to the Consultant within reasonable time, not to exceed ninety (90) days from discovery.

H. WITNESS FEES

The Consultant's employees shall not be retained as expert witnesses except by separate, written agreement.

I. APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted by the City of Earlham, Iowa, (City) and Confluence (Consultant) as confirmed by the signatures below.

Offered by:

Confluence, Inc.
515 17th Street
Des Moines, IA 50309



(signature)

Name: Christopher Shires, AICP

Title: Principal

Date: September 1, 2022

Accepted by:

City of Earlham, Iowa
140 S. Chestnut Ave.
Earlham, IA 50072

(signature)

Name: _____

Title: _____

Date: _____

EXHIBIT 'A'

STANDARD HOURLY RATES

Senior Principal	\$170.00 - \$250.00 per hour
Principal	\$160.00 - \$215.00 per hour
Associate Principal	\$130.00 - \$185.00 per hour
Associate	\$110.00 - \$170.00 per hour
Senior Project Manager	\$100.00 - \$150.00 per hour
Project Manager	\$90.00 - \$130.00 per hour
Senior Landscape Architect	\$90.00 - \$130.00 per hour
Landscape Architect	\$80.00 - \$120.00 per hour
Senior Project Planner	\$90.00 - \$130.00 per hour
Planner II	\$80.00 - \$120.00 per hour
Planner I.....	\$70.00 - \$110.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$70.00 - \$110.00 per hour
Landscape Architect Intern / Landscape Designer	\$60.00 - \$85.00 per hour
Draftsperson	\$50.00 - \$85.00 per hour
Graphic Designer	\$70.00 - \$100.00 per hour
Clerical / System Staff	\$42.00 - \$80.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$0.625 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$0.05 each
B/W Photocopies/Prints 11x17.....	\$0.10 each
Color Photocopies/Prints 8½ x 11	\$0.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

Effective 7/1/2022