

City Council Staff Report

August 3, 2016

Applicant: Mapleton City

Location: N/A

Prepared by: Sean Conroy,
Community Development
Director

Public Hearing: N

Zone: N/A

Attachments:

1. Resolution.
2. Contract.

REQUEST

Consideration of a Resolution authorizing the mayor to execute a contract for consultant services to assist in developing commercial zoning and design standards for the City's Highway 89 corridor.

BACKGROUND AND PROJECT DESCRIPTION

On July 20, 2016 the City Council reviewed an RFP from the Civil Solutions Group to provide assistance in evaluating the commercial general plan designations and in developing commercial design standards for the Highway 89 corridor. The Council was supportive of moving forward with the preparation of a contract for consultant services. Attached is the proposed consultant services contract.

The consultant will be present at the meeting to discuss any questions the Council may have on the contract and to begin discussions on the project. The consultant will review the project approach, which conceptually includes the following:

- 1) Steering Committee: Appoint a steering committee (Council member, Planning Commission member, staff, etc.)
- 2) Visual Preference Survey: Determine what the City likes and dislikes visually.
- 3) General Plan Commercial Vision Update: Ensure commercial land use designations are in proper locations.
- 4) Draft of Commercial Design Standards: Prepare standards to implement vision and visual preference survey.
- 5) Property Owner and Developer Workshop/UDOT Coordination: Present draft to developers and UDOT to ensure vision is practical.
- 6) Public Open House: Present draft standards to the public.
- 7) Revise Standards and Planning Documents: Revise standards as needed based on public comment
- 8) Adoption: Formally adopt standards.
- 9) Design Standards Checklist: Put standards in checklist format for ease of implementation.

RECOMMENDATION

Adopt the attached Resolution and provide direction to consultant as needed.

RESOLUTION NO. 2016-

CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR CONSULTANT SERVICES TO ASSIST IN DEVELOPING COMMERCIAL ZONING AND DESIGN STANDARDS FOR THE CITY'S HIGHWAY 89 CORRIDOR.

WHEREAS, the City desires to encourage high quality commercial development, particularly along Highway 89; and

WHEREAS, and Request for Proposals (RFP) was release in June of 2016; and

WHEREAS, staff is recommending the Council select the proposal for Civil Solutions Group, Inc; and

WHEREAS, Civil Solutions Group, Inc. will help develop commercial standards that will promote high quality commercial development.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, to authorize the Mayor to execute a contract with Civic Solutions Group, Inc. for consultant services as described in exhibit "A" for an amount of \$14,500.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, This 3rd day of August, 2016.

Brian Wall, Mayor

ATTEST:

Camille Brown
City Recorder
Publication Date:
Effective Date:

MAPLETON CITY COMMERCIAL DESIGN ORDINANCE PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2016, by and between CIVIL SOLUTIONS GROUP, INC., having its principal place of business located at 540 West Golf Course Road Suite B1, Providence, Utah 84332 (“Civil Solutions Group” or “Contractor”), and **Mapleton City** (“Client”).

In consideration of the mutual benefits, covenants, and obligations set forth in this Agreement, the parties agree as follows:

1. Services and Term. Civil Solutions Group shall provide to Client services as are usually provided by Contractor in its usual line of business, including but not limited to services described in the attached “Project Scope” a fixed price of **\$14,500**. Such services shall be provided on a continuing and ongoing basis after execution of this Agreement unless otherwise directed by the Client in writing. Either party may cancel this Agreement upon written notice to the other party; otherwise, the services under this Agreement will remain continuous and ongoing. Client will provide to Contractor all information that is pertinent to the services to be rendered. Civil Solutions Group shall furnish duly-qualified persons to provide the services under this Agreement, which persons shall at all times be the Contractor, employees of the Contractor, contract personnel (independent subcontractors of Contractor), and not employees of the Client.

2. Independent Contractor Relationship. The parties intend that this Agreement create an independent contractor relationship between them. Client is interested only in the results achieved by the services of the Contractor. The manner, means, and methods of legally achieving those results is the responsibility of Civil Solutions Group. Contractor will provide all equipment, tools, materials and/or supplies to accomplish the services to be performed under this Agreement. Contractor is a corporation offering professional services and is not an agent or employee of Client for any purpose. Contractor has the right to use Contractor’s employees, or to hire outside assistants as subcontractors to provide the services required by this Agreement. Client is not responsible for deducting, and shall not deduct, from payments to Contractor any amounts for withholding tax, FICA, insurance or other similar items relating to Contractor or Contractor’s employees. Contractor shall be solely responsible for deducting and paying such items. Neither Contractor nor Contractor’s employees shall be eligible or entitled to any of the benefits to which employees of Client may be entitled on the account of their work for Client, such as workmen’s compensation, unemployment compensation, insurance, paid vacations, paid holidays, pension, profit sharing, Social Security, and other benefits that may be available. This Agreement does not create a partnership between the parties. It is further understood that Civil Solutions Group shall be free to contract for similar services to be performed for others while Contractor is under contract with Client.

3. Payment. Client shall pay Civil Solutions Group for its services provided under this Agreement. Civil Solutions Group shall from time to time submit a billing statement to Client showing the services rendered under this Agreement. Within thirty (30) days after delivery of the billing statement, Client shall pay the full amount owing under the billing statement. The full amount shall be due to Civil Solutions Group and owing by the client within thirty (30) days of the billing statement, regardless of any so called “pay-when-paid”, “pay-if-paid”, or any other

payment provisions that the Client has entered with any third party. Any balances unpaid in excess of thirty (30) days from the date of the statement will be subject to interest at an annual rate of eighteen (18) percent or one and one-half (1 1/2) percent per month. Client will pay Contractor for the services performed under this Agreement, according to the fixed sum basis or hourly services as outlined above in the proposal:

- Fixed Sum Basis. Client shall pay for the following services on a fixed sum basis:

As compensation for the services specifically itemized in the proposal above, Client shall pay Civil Solutions Group a professional services fee in the total listed above. Billing statements shall be calculated by Contractor to represent the portion of “Fixed Sum Basis” section services already completed in relation to the total sum agreed upon as a professional services fee in the immediately preceding sentence.

- Hourly Rate Basis. Client shall pay for all other services, including but not limited to the hourly services outlined in the proposal above. For all services not specifically itemized under the “Fixed Sum Basis” section, Client shall pay Civil Solutions Group on the basis of time spent by Contractor, Contractor’s employees, and Contractor’s contract personnel in providing the services. Client agrees to pay Civil Solutions Group for all work performed by Contractor, Contractor’s employees, and Contractor’s contract personnel at the hourly rates outlined above. This rate is subject to adjustment on January 1 of each year. Client shall also be responsible for reimbursing Contractor for all additional expenses, subcontractors, materials, supplies, tools, communications charges, transportation, meals, fuel, lodgings, or other costs incurred by Contractor in providing the services under this Agreement.

Hourly Schedule:

- Principal \$135/hr
- Senior Civil Engineer \$125/hr
- Civil Engineer \$105/hr
- Civil Engineer In Training \$90/hr
- Landscape Architect/Planner \$100/hr
- Technician \$50/hr
- Technician II \$70/ hr
- Professional Land Surveyor \$100/hr
- One Man Survey \$100/hr
- Two Man Survey \$150/hr

4. Ownership of Documents. Drawings, specifications, plans, studies, technical data, work product, intellectual property, and other

materials (collectively “Documents”) prepared or provided by Civil Solutions Group under this Agreement are instruments of service, and as such are to remain the property of Civil Solutions Group. All rights, title, ownership and copyright privileges in the Documents are vested in Civil Solutions Group. Client will be entitled to inspection or, at the Client’s expense, full reproduction of Documents, but shall not be permitted to let or have let the privilege of using the Documents for any other purposes related to the services provided under this Agreement without the prior, express, and written consent of Civil Solutions Group. Should Contractor, at its sole discretion, give consent for use of its Documents, Client agrees to hold harmless and indemnify CivilSolutions Group against any damages, claims and losses arising out of the use of such Documents.

5. Indemnification. Where Client provides to Contractor any information, article, product, plan, drawing, work product, document, material, design, the production or generation of which originates outside of Civil Solutions Group, Client agrees to indemnify and hold Civil Solutions Group, and each affiliate, subsidiary, director, officer, agent, and employee of Civil Solutions Group harmless from and against any and all claims, losses, liabilities, damages, and expenses, including reasonable attorney fees and expenses resulting from or related to Client's failure to obtain prior legal authorization for use of any information, article, product, plan, drawing, work product, document, material, design, the use of which is covered by a patent, trademark, restriction, title, proprietary right, copyright, or which is otherwise exclusively controlled by a particular individual, entity, or group.

6. Employees of Civil Solutions Group. Client shall not hire, directly or indirectly, any employee or employees of Contractor providing services under or who has or have provided services under this Agreement, for at least 180 (One Hundred Eighty) days after the termination or expiration of this Agreement.

7. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph. For any notices to Civil Solutions Group, a courtesy copy shall also be sent by first-class mail, postage prepaid, to Maybell Romero, Harris, Preston & Chambers, 31 Federal Avenue, Logan, Utah 84321.

8. Assignment. This Agreement may not be assigned without the prior written permission of both parties.

9. Waiver. Any waiver, whether direct or implied, by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a continuing waiver or a waiver of any subsequent breach.

10. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Civil Solutions Group and the Client.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and Civil Solutions Group. Similarly, no "flow-down" or such similar provisions between the Client and any third party shall be incorporated into this Agreement.

12. Opportunity to Consult Independent Legal Advisor. The parties hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacity shown, that they understand the terms of this Agreement, and they have been advised of their legal rights by attorneys of their own selection. They execute this Agreement voluntarily and upon their best judgment, and solely for the consideration herein described. In the event any question arises regarding interpretation of this Agreement, no presumption shall be drawn in favor of or against any party with respect to the drafting or interpretation thereof.

13. Applicable law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah without regard to conflicts of law principles. If either party is required to bring or maintain any action in law or equity to enforce any provision of this Agreement, then the prevailing party to that litigation shall be entitled to all costs and attorney fees incurred as a result of such litigation.

14. Headings. The headings have been inserted for convenience only, and are not to be considered when interpreting the provisions of this Agreement.

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

16. Severability. The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the validity or enforceability of any other provision of this Agreement, which shall continue to govern the rights and obligations of the parties hereto as though the invalid or unenforceable provisions were not a part hereof.

PROJECT SCOPE

CSG Proposes the following project scope:

1. Steering Committee
2. Visual Preference Survey
3. General Plan Commercial Vision Update
4. Draft of Commercial Design Standards
5. Property Owner and Developer Workshop/ UDOT Coordination
6. Public Open House
7. Revise Standards and Planning Documents
8. Adoption
9. Design Standards Checklist

1) Steering Committee – CSG proposes that a project Steering Committee be developed to work with us and help in the decision making process. The Steering Committee should have a variety of members (staff, City Council, Planning Commission, leaders and others). CSG will prepare documents for the Steering Committee and facilitate meetings. The Steering Committee (SC) will help ensure that the project best meets Mapleton City’s needs and creates support for adoption. CSG proposes that the Steering Committee generally meet 3 times throughout the project.

At the kick off meeting CSG will lead out on a visioning exercise for the Steering Committee and discuss what should these commercial nodes look like and operate.

CSG proposes 3 meetings with the Steering Committee, a kick off meeting, progress meeting and review meeting.

2) Visual Preference Survey – will be a values survey to understand what the community likes the most in terms of building sizes, building heights, massing, look and feel. The second survey is a Visual Planning Survey. The Visual Preference Survey would be essential in providing guidance for commercial and residential development. CSG has a lot of experience in Visual Preference Survey and found them to be very useful when developing Design Standards. A Visual Preference Survey can help show what type of commercial development the community would support.

The Visual Preference Survey will be entirely online and CSG is asking that the Mapleton staff assist in distribution through email, website, facebook and newsletter.

Deliverable: CSG will provide the survey online and the results in a pdf.

3) General Plan (GP) Commercial Vision Update – During this planning workshop CSG will work with Steering Committee and staff to designate which areas should be zoned as commercial and what type. We believe there may be reasons that the nodes take on a slightly different character based on existing usage, SC input, location and planning.

The GP update will focus on the text of the commercial zones, the uses, and the vision. The vision will help guide the Commercial Design Standards and the final recommendations on the GP update.

CSG will develop a summary of the workshop and planning efforts. The summary will provide context for updating and reconcile the General Plan.

Deliverable: CSG will provide the text and supporting graphics. Mapleton will oversee adoption.

4) Draft of Commercial Design Standards – the CSG Team is comprised of both designers and planners. This helps us develop design standards that adhere to the values and vision of Mapleton City and also result in standards that can be built within the Mapleton City market.

CSG will draw from our experience on more than 5 different Form Base Code ordinances and a number of design standards.

The design standards will address the policies A-G mentioned in the RFP. These core issues include: quality landscaping, low profile, uniform design, limited traffic access points, integrated centers, key nodes, discourage strip development, setback, loading, screening and others.

The backbone of the design standards will be form based such as:

1. Setbacks
2. Fronting the street
3. Parking
4. Sidewalks
5. Landscape
6. Building Heights
7. Building Widths
8. Window and glass requirements
9. Architecture variation

10. Window coverings
11. Door location
12. Signage
13. Lighting

To convey the design standards CSG will use:

- Diagrams
- Graphics
- Pictures
- Definitions (as needed)
- Supporting Text

Our goal is to make the design standards crystal clear and easy to follow.

Deliverable: CSG will provide a pdf of the design standards. The document will be prepared using Adobe InDesign

5) Property Owner and Developer Workshop and UDOT Coordination – CSG Team proposes a workshop with property owners and developers after a draft of the design standards have been developed and reviewed by staff and the Steering Committee. The Developer Workshop is essential to the long-term success of built projects, after all developers will build most of the commercial. The workshop is an informal and non-threatening way to discuss the standards being proposed. Our experience has shown that when developers participate in the planning process for standards and form based codes they generally support them and it makes approval of projects easier for both sides.

CSG is also proposing that in the same meeting or in a back to back meeting we have a coordination with UDOT. We realize that the majority of the commercial nodes fall at the intersection of UDOT Right of Ways. CSG will review the visioning documents with UDOT and discuss access. We regularly work with UDOT on town center, Main Streets, and commercial planning projects (including Region 3).

Deliverable: Meeting notes and summary

6) Public Open House – CSG Team proposes a public open house after a draft copy is approved by staff and Steering Committee to go out to the public. It is intended that the public will get time to review the proposed ordinance online ahead of time via Mapleton City's website and come with comments. The public open house offers a non- threatening way to discuss the details of the proposed General Plan changes and Design Standards. The CSG planning team, staff and maybe SC will sit down with residents and discuss the ideas of the proposed plans and standards.

Deliverable: Meeting notes and summary

7) Revise Plans and Standards – Based on feedback from the Developer Workshop, Public Open House, input from Staff and Steering Committee CSG will update the proposed General Plan changes to the commercial zone(s) and design standards.

CSG will go through a series of drafts and emails with staff to solidify the recommendations for the General Plan changes and Commercial Design Standards. CSG will provide Mapleton City with ready to adopt General Plan commercial vision and text. CSG will also provide Commercial Design Standards ready for adoption.

Deliverable: Meeting notes and summary

8) Adoption - A CSG planning professional will attend 1 Mapleton City adoption meeting (per staff recommendations). CSG will update the standards as necessary based on feedback from staff.

Deliverable: Meeting notes and summary

9) Design Standards Checklist – Through personal design experience on many commercial developments we have found that a quality checklist is a key component to making the city happy and moving a project along properly. CSG will provide a check list of the design standards. The check list will be beneficial to staff and to the developer. It will make it clear what is required from the design standards and assist with plan preparation and plan approval.

IN WITNESS WHEREOF, the Parties have executed this Consultant Services Agreement as of the day and year first above written.

CIVIL SOLUTIONS GROUP, INC

MAPLETON CITY

Jake Young

Brian Wall, Mayor