

# PLANNING SERVICES AGREEMENT

## CITY OF TEA, SOUTH DAKOTA COMPREHENSIVE PLAN UPDATE

### PROJECT DESCRIPTION

Planning services will be provided by Confluence (Consultant) to the City of Tea, South Dakota (City) to create a new Comprehensive Plan. Confluence anticipates working collaboratively with City staff, the Planning and Zoning Commission, the Mayor and City Council, HDR, and a Steering 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 3 MONTHS)*

##### 1.1 PRE-KICK-OFF MEETING WITH CITY STAFF

The Consultant Team will hold an in-person meeting with City staff to review the project scope and meeting dates, discuss the agenda items, and prepare for the Project Kick-Off Meeting. *(Virtual Meeting)*

##### 1.2 PROJECT KICK-OFF MEETING WITH STEERING COMMITTEE (SC MEETING #1)

The Consultant Team will facilitate an in-person Project Kick-Off Meeting with City staff and the Steering Committee (SC). 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 (including future committee meeting format: in-person, virtual, or hybrid);
- Identify key stakeholders and desired public input process and outcomes; and,
- Review the current Comprehensive Plan.

At the Project Kick-Off Meeting, the 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 PUBLIC OUTREACH PLAN + PROJECT NAME AND LOGO

The Consultant Team will work with City staff to finalize a Public Outreach Plan that identifies the engagement methods to be used in the planning process as well as all preliminary dates and times for each meeting or activity. Every effort will be made to follow this schedule with the understanding that flexibility may be needed based upon new discoveries, events, or conflicts.

With the input and review of the City, our team will help identify a brand for this planning effort that reflects the values of the community today and symbolizes where the community is heading. The branding will include a color scheme and font selection as well as a thoughtful

name and graphic / logo. This branding will be used on all material relating to the marketing and distribution of the planning effort.

**1.4 EXISTING CONDITIONS REVIEW AND ANALYSIS**

Our team will complete an analysis of the community including existing land uses, park and recreation, demographics, housing and employment and create preliminary population and housing projections.

**1.5 ANALYSIS REVIEW MEETING WITH STEERING COMMITTEE (SC MEETING #2)**

Our team will present to City staff and the Steering Committee an overview of our team’s analysis of the previous plans, existing conditions, and anticipated trends. It is anticipated that this meeting will be in-person but may be virtual or hybrid as may be desired by the City and the Steering Committee members. For this overview, we will develop:

- A preliminary community assessment of issues and opportunities;
- An existing community profile with population and housing analysis;
- An initial analysis of existing land uses and zoning and subdivision regulations;
- A preliminary assessment of the existing parks and recreation facilities;
- Infrastructure analysis and assessment; and,
- A preliminary community assessment of issues and opportunities.

*(In-Person, Virtual, or Hybrid Meeting)*

**PHASE 2: VISION, INPUT + DIRECTION**

***(APPROXIMATELY 3 MONTHS)***

**2.1 ONLINE ENGAGEMENT WEBSITE**

At the start of Phase 2, the Consultant Team will set up a Social Pinpoint website to facilitate online engagement between the many stakeholders and community members involved throughout Tea. We would anticipate using a mapping activity as well as an interactive idea board to help capture input on the site. This same site will host surveys and will be updated and utilized as part of Phase 3 to reveal the draft plans and seek public input. This website will be closed after the conclusion of this project.

**2.2 STAKEHOLDER INTERVIEWS AND FOCUS GROUP MEETINGS**

Our team will conduct stakeholder interviews and small focus group meetings to incorporate this input into the planning process. Most meetings will be held virtually.

**2.3 PUBLIC VISIONING WORKSHOP (PUBLIC MEETING #1)**

The Consultant Team will facilitate a structured Public Visioning Workshop to identify key issues, priorities, opportunities, and preferences that will guide the direction of the Comprehensive Plan. At this meeting, we will provide an overview of the Comprehensive Plan process and seek input on various aspects of the plan.

The workshop will include a project overview session to review the findings of our initial data collection and research. Prior to commencing the community input activities, we will provide a brief “Planning 101” to explain:

- What is a Comprehensive Plan?

- How is the plan used?
- How does the plan impact me?

*(In-Person Meeting)*

*Meeting Advertising: The Consultant Team will collaborate with City staff to advertise this public meeting. The Consultant Team will create meeting flyers for posting at City facilities, press releases, and graphics for posting on the City's website and social media platforms. If desired for use by the City, the Consultant Team will design yard-signs (double-sided, color, 18-inch by 24-inch) to advertise the meeting and the greater planning effort.*

## **2.4 STAKEHOLDER AND PUBLIC INPUT REVIEW WITH STEERING COMMITTEE (SC MEETING #3)**

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

## **PHASE 3: DRAFT PLAN + EVALUATION**

***(APPROXIMATELY 5 MONTHS)***

### **3.1 DRAFT PLAN**

The guiding principles and strategic themes, specific chapters, and layout of the Comprehensive Plan document will be identified in collaboration with City staff and the Steering Committee.

The plan will cover a variety of topics including:

- Community input summary;
- Demographics and economic assessment;
- Housing;
- Land use;
- Community character;
- Major streets;
- Trails plan;
- Parks and recreation;
- Infrastructure and Transportation; and,
- Implementation.

The final document will be graphically rich and web friendly with graphs, maps, and illustrations.

### **3.2 DRAFT PLAN REVIEW SESSIONS WITH STEERING COMMITTEE (SC MEETINGS #4 & #5)**

The Consultant Team will present elements/chapters of the draft Comprehensive Plan to the City staff and Steering Committee, record feedback and comments, and update and modify the drafts as requested. We anticipate 2 meetings with the Steering Committee to review the plan draft. *(3 In-Person, Virtual, or Hybrid Meetings)*

**3.3 DRAFT PLAN OPEN HOUSE (PUBLIC MEETING #2)**

The Consultant Team will present the Comprehensive 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. This draft will be posted to the online engagement site to allow for a general public review and comment period. *(In-Person Meeting)*

*Meeting Advertising: The Consultant Team will collaborate with City staff to advertise this public open house. The Consultant Team will create meeting flyers for posting at City facilities, press releases, and graphics for posting on the City's website and social media platforms. If desired for use by the City, the Consultant Team will design and order stickers to update the yard-signs used in Phase 2 to advertise this meeting.*

**3.4 DRAFT PLAN PRESENTATION JOINT WORKSHOP WITH THE PLANNING COMMISSION AND CITY COUNCIL (JOINT WORKSHOP #1)**

The Consultant Team will present an overview of the draft Comprehensive Plan Update to the Planning Commission and City Council and provide a review of the public comments from Public Meetings #2 and the general public comment period. Our team will record feedback and comments received at the workshop and update and modify the draft as requested. *(In-Person Meeting)*

**PHASE 4: FINAL PLAN + ADOPTION****(APPROXIMATELY 2 MONTHS)****4.1 FINAL DRAFT PLAN**

The Consultant Team will prepare a final draft of the Comprehensive 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 AND ZONING 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 Comprehensive 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 hearing with the Planning Commission. The Consultant Team will create meeting flyers for posting at City facilities, press releases, and graphics for posting on the City's website and social media platforms. The Consultant Team will design and order stickers to update the yard-signs used in Phase 3 to advertise this hearing. City staff will assist with placing the signs in strategic locations throughout the City and collecting the signs after the event for re-use or disposal.*

**4.3 CITY COUNCIL PUBLIC HEARING (PUBLIC MEETING #4)**

The Consultant Team will attend the City Council Hearing for the review and approval of the Comprehensive 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 of the plans will be provided in PDF and Word format, as well as all background data and analysis including spreadsheets, mapping (ESRI format).

**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 13-months to complete (**see Exhibit A for a basic project timeline**). 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 Confluence on a lump sum basis as provided herein and will pay Confluence monthly based on the percent completion of each phase. Not included are reimbursable expenses for travel, printing, meeting materials, yard signs, and the Social Pinpoint website fee, which are not to exceed \$8,000. Reimbursable expenses will be included on each monthly invoice as incurred in accordance with Exhibit B, attached hereto.

**FEES BY PHASE**

<b>Phase 1:</b> Project Kick-Off Research + Analysis	\$9,500
<b>Phase 2:</b> Vision, Input + Direction	\$14,500
<b>Phase 3:</b> Draft Plan + Evaluation	\$27,500
<b>Phase 4:</b> Final Plan + Adoption	\$9,500
<i>Reimbursable Expenses Not to Exceed</i>	<i>\$9,000</i>
<b>TOTAL FEE PROPOSAL</b>	<b>\$70,000</b>

**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. 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 services provided and expenses incurred by the Consultant up to the time notice is either sent by the Consultant or received by the Consultant.

#### **F. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of South Dakota. The City and the consultant agree that the performance of this Agreement will be deemed to have occurred in the State of South Dakota and that consultant's performance under this Agreement will be deemed the transaction of business in South Dakota.

#### **G. 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.

#### **H. INDEMNIFICATION AND LIMITATION OF LIABILITY**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, lost production, claims by customers of city, or governmental fines or penalties.

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 agrees to maintain and procure Professional Liability or Errors and Omissions Insurance, with a minimum limit of \$1,000,000 annual aggregate. 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.

#### **I. WITNESS FEES**

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

**J. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except where otherwise provided herein, documents, drawings, logos, and graphics prepared or created by Consultant as part of the services shall become the property of the City, provided Consultant has the unrestricted right to their use. Notwithstanding the foregoing, the City accepts that any re-use of the documents or intellectual property shall be at the City's sole risk and liability.

**K. INDEPENDENT CONSULTANTS**

Each party shall perform its activities and duties herein only as an independent consultant. The parties and their personnel shall not be considered employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind. Consultant agrees to comply with all Federal and State laws relating to discrimination, fair labor practices, and worker's compensation.

**L. ASSIGNMENT**

Neither City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**M. CHANGES, DELETIONS, OR ADDITIONS TO THE AGREEMENT**

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and the Consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

**N. APPROVAL AND ACCEPTANCE**

Upon review of the foregoing terms, this Planning Services Agreement is approved and accepted by the City of Tea, Iowa (City) and Confluence (Consultant) as confirmed by the signatures below.

**Offered by:**

Confluence, Inc.  
525 17<sup>th</sup> Street  
Des Moines, IA 50309



(signature)

Name: Christopher Shires, AICP  
Title: Principal  
Date: December 6, 2023

**Accepted by:**

City of Tea, South Dakota  
600 E. 1st St.  
PO Box 128  
Tea, SD 57064

(signature)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT 'A'

Project Timeline

TEA COMPREHENSIVE PLAN PROJECT SCHEDULE													
	Dec 2023	Jan 2024	Feb 2024	March 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024
<b>PHASE 1: PROJECT KICK-OFF, RESEARCH + ANALYSIS (3 MONTHS)</b>													
1.1 Project Pre-Kick-Off Meeting with City Staff + HDR (virtual)	●												
1.2 Project Kick-Off Meeting with Steering Committee (SC #1)		●											
1.3 Public Outreach Plan + Project Name and Logo													
1.4 Existing Conditions Review and Analysis													
1.5 Analysis Review Meeting with Steering Committee (SC Meeting #2)				●									
<b>PHASE 2: VISION, INPUT + DIRECTION (3 MONTHS)</b>													
2.1 Online Engagement				■					■				
2.2 Stakeholder Interviews (1-day virtual)				●						■			
2.3 Public Visioning Workshop (Public Meetings #1)					●								
2.4 Input Review with Steering Committee (SC#3)						●							
<b>PHASE 3: DRAFT PLAN + EVALUATION (5 MONTHS)</b>													
3.1 Draft Plan							■						
3.2 Draft Plan Review with Steering Committee (SC #4 & #5)							●	●					
3.3 Draft Plan Public Open House (Public Meetings #2)									●				
3.4 Draft Plan Joint Workshop with Council & Commission (Joint Workshop #1)										●			
<b>PHASE 4: FINAL PLAN + ADOPTION (2 MONTHS)</b>													
4.1 Final Draft Plan													
4.2 Commission Public Hearing (Public Meeting #3)												●	
4.3 Council Public Hearing (Public Meeting #4)													●



**EXHIBIT 'B'**

STANDARD HOURLY RATES

Senior Principal .....	\$175.00 - \$255.00 per hour
Principal .....	\$160.00 - \$220.00 per hour
Associate Principal .....	\$140.00 - \$190.00 per hour
Associate .....	\$115.00 - \$175.00 per hour
Senior Project Manager .....	\$105.00 - \$155.00 per hour
Project Manager .....	\$95.00 - \$135.00 per hour
Senior Landscape Architect .....	\$95.00 - \$175.00 per hour
Landscape Architect .....	\$85.00 - \$125.00 per hour
Senior Project Planner .....	\$95.00 - \$135.00 per hour
Planner II .....	\$85.00 - \$125.00 per hour
Planner I .....	\$75.00 - \$115.00 per hour
Landscape Architect-In-Training / Landscape Designer .....	\$75.00 - \$115.00 per hour
Landscape Architect Intern / Landscape Designer .....	\$65.00 - \$90.00 per hour
Draftsperson .....	\$55.00 - \$90.00 per hour
Graphic Designer .....	\$75.00 - \$105.00 per hour
Clerical / System Staff .....	\$75.00 - \$125.00 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 .....	\$.655 per mile
Postage .....	1.15 x cost
Printing by Vendor.....	1.15 x cost
B/W Photocopies/Prints 8½ x 11.....	\$0.10 each
B/W Photocopies/Prints 11x17 .....	\$0.20 each
Color Photocopies/Prints 8½ x 11.....	\$0.75 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 1/1/2023*