

# Agenda Report

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July 1, 2013 City Council Meeting

July 1, 2013

Item No. 13

**ISSUE: Contract with RDG to provide mapping services for Comprehensive Plan**

**BACKGROUND:**

The resolution authorizes the City to enter into an agreement with RDG for new maps associated with the updated Comprehensive Plan. RDG assisted the City with previous comprehensive plan updates and worked to provide the last map updates in 1997.

These maps will provide a basis for all future zoning in the City. Once completed they will be approved by the P & Z Commission and City Council. The \$4,800 was budgeted for in the new FY 14 budget and is under the original budget amount of \$6,000.

**RECOMMENDATION:**

Staff recommends the City Council approve the resolution authorizing the contract with RDG for mapping services

**STAFF CONTACTS:**

Jeffrey A. Fiegenschuh, City Administrator

Sheena Danzer, City Inspector

CITY OF WINDSOR HEIGHTS, IOWA

RESOLUTION NO. 13-0745

**RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING  
SERVICES WITH RDG PLANNING & DESIGN**

WHEREAS, the City is completing its final stages in the update to the Comprehensive Plan,

WHEREAS, the City wishes to enter into an agreement with RDG Planning & Design to provide professional services to sections of the Comprehensive Plan,

WHEREAS, Updates to the Comprehensive Plan would include Chapter 1 (Profile of Windsor Heights) and key maps that RDG Planning & Design had previously created in the 1997 Comprehensive Plan that included Existing Land Use, Community Development Concept, and Future Land Use.

WHEREAS, RDG Planning & Design has proposed to provide professional services for the lump sum amount not to exceed \$4,800.00; and

WHEREAS, the City desires to accept the scope of services set forth in the attached proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council authorizes the Mayor and the City Administrator to accept the attached proposal with RDG Planning & Design.

PASSED AND APPROVED THIS 1st DAY OF July, 2013.

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David J. Sullivan, Mayor

ATTEST:

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Jeff Fiegenschuh, City Administrator

**AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF WINDSOR HEIGHTS  
AND RDG PLANNING & DESIGN**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Windsor Heights, hereinafter referred to as the City and RDG Schutte Wilscam Birge, Inc. (dba RDG Planning & Design), 900 Farnam St., Suite 100, Omaha, Nebraska 68102 hereinafter referred to as the "Consultants."

WHEREAS, the CITY wishes to update Chapter 1 (Profile of Windsor Heights) of the comprehensive plan.

WHEREAS, the CITY wishes to update key maps of the comprehensive plan, including existing land use, Community Development Concept, and Future Land Use.

WHEREAS, the Consultants have indicated a willingness to provide professional planning services to the CITY in the preparation of the specific updates.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**Section One. Scope of Services**

The Consultants agree to provide in a complete and professional manner the work elements set forth below.

- 1.1 Update Chapter One: A Profile of Windsor Heights, including narrative and tables. Update of chapter to be provided to the City in Microsoft Word.
- 1.2 Prepare Existing Land Use Map in ESRI GIS.
- 1.3 Convert maps prepared by RDG in the 1997 Comprehensive Plan from Corel Draw to Adobe Illustrator.
- 1.4 Update Community Development Concept Map according to direction from City.
- 1.5 Update Future Land Use Map according to direction from City.

**Section Two. Additional Services**

- 2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, a fee for such services may be negotiated, or standard hourly rates shall apply, and expenses shall be billed at cost, or, in the case of in-house reproduction, in accordance with schedule.
- 2.2. Additional Tasks may be added to this agreement by amendment(s) at such time the CITY is prepared to proceed with each Task.

**Section Three. Time of Performance**

- 3.1. The schedule for completion of project deliverables is within 60 days of the date of this signed agreement.

**Section Four. Responsibilities of the CITY**

The CITY agrees to provide the Consultants with complete information and available maps, databases, and materials relevant to the completion of the services provided herein and to perform the following services:

- 4.1. Access to Work. The CITY shall make best efforts to arrange access to and make provisions for the Consultants to enter upon public and private lands as required for the Consultants to perform such work as inventories, field surveys, and inspections in the development of the Study.
- 4.2. Records, Files, and Previous Planning Efforts. The CITY shall make all records and files relevant to the study available to the Consultants as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the CITY shall make previous reports and studies available to the Consultants, along with all other studies and work that provide information pertinent to the completion of the study.
- 4.3. Consideration of Consultants' Work. The CITY shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultants and shall inform the Consultants of all decisions and comments within a reasonable time to avoid undue delays.
- 4.4. Meetings. The CITY shall provide logistical support for all meetings, including arranging for meeting places and assisting with notification of participants and citizens. The CITY shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project.
- 4.5. CITY's Representative. Sheena Danzer, City Inspector, shall be responsible for the CITY's portion of the project management.

#### **Section Five. Compensation and Method of Payment**

- 5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$4,800.
- 5.2. Payment shall be made to the Consultant on a monthly basis, based on satisfactory progress toward the completion of the tasks.
- 5.3. The study includes two meetings with staff. Additional meetings will be reimbursed at an hourly rate with expenses.
- 5.4. Consultant is responsible for providing one hard copy and one electronic copy of the final document.

#### **Section Six. Ownership of Materials**

- 6.1. The CITY shall control all media releases or other publicity related to the completion of this project.
- 6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

#### **Section Seven. Assignment**

The Consultants agree that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the CITY.

**Section Eight. Amendments**

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

**Section Nine. Nondiscrimination**

In the execution of this Agreement, the Consultants shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

**Section Ten. Termination**

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than this firm, this firm shall be paid for services and expenses to the date of such termination.

**Section Eleven. Independent Contractor**

In relationship to the City of Windsor Heights, the status of the Consultants under and by virtue of this Agreement is that of independent contractor.

This Agreement entered into as of the day and year first written above.

CITY OF WINDSOR HEIGHTS

By:

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Title:

RDG SCHUTTE WILSCAM BIRGE, INC. dba RDG PLANNING & DESIGN

By

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Title: