NOVI cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item K May 18, 2015

SUBJECT: Approval to award professional services contract to Clearzoning, Inc. for three planning area studies to be undertaken in advance of the Master Plan for Land Use Review and Update funding for this fiscal year, in the amount of \$29,000, and to concurrently amend the budget in the amount of \$29,000.

SUBMITTING DEPARTMENT: Community Development, Planning

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$29,000	
AMOUNT BUDGETED	\$0	
APPROPRIATION REQUIRED	\$29,000	
LINE ITEM NUMBER	101-807.00-816.000	

BACKGROUND INFORMATION:

Funding is authorized in the current year's budget to prepare a comprehensive update to the Master Plan for Land Use. An update is warranted since 5 years have passed since the previous plan was adopted, and land development interest has increased throughout the City. A Request for Proposals (RFP) was issued to seek a planning consulting firm to assist the Planning Commission and staff with the review and update to the Master Plan for Land Use. Responses were received, and staff was preparing a contract for consideration and approval by the City Council.

Following the discussion and a motion from last month's City Council Budget session regarding the development of a community "Vision Plan", there have been further discussions with the City Manager's Office regarding how the visioning process would complement, and lead up to, the Master Plan for Land Use review. Developing a Community Vision Plan will defer the initiation of the Master Plan for Land Use review, but will assist the City Council, the Planning Commission and staff in identifying key matters that may need to be addressed in the Master Plan review process, and perhaps other elements of planning for the future of Novi.

As planning for the Visioning Process commences, three applicants have submitted development plans that are **not** consistent with the current Master Plan for Land Use, but staff believes that the projects warrant consideration and further study. Ideally, a land use study could be prepared for each project area, prior to the development plans proceeding through the plan review process. These studies would be similar to the study currently underway to review potential alternative land uses for the property near the southeast corner of Thirteen Mile Road and Novi Road.

The three projects recommended for land use study are as follows (please see attached draft plans):

- 1. Northeast corner of **Twelve Mile and Meadowbrook Road (Beacon Hill)**: Rezoning with a Planned rezoning overlay is being proposed to allow <u>54 single family homes</u>, and 12,400 to 22,000 square feet of commercial land uses on 21 acres of land.
- 2. **East side of Dixon Road, north of Twelve Mile Road (Pulte Homes)**: Rezoning with a Planned Rezoning Overlay is being proposed to allow <u>95 single family homes on 22</u> acres of land.
- 3. **Northwest corner of Eight Mile and Beck Road (Dunhill)**: Rezoning with a Planned Rezoning Overlay is being proposed to allow 32 single family home on 23.5 acres.

Working with two of the consulting firms who responded to the RFP for the comprehensive review of the Master Plan for Land Use, staff received suggested work plans quotes for the three land use studies with the idea that these studies would be commenced prior to the initiation of the Master Plan for Land Use review. Staff recommends the work plan proposed by Clearzoning, as it provides a thorough yet prompt review of relevant information, with opportunities for public participation for each of the three areas, and review and recommendation by the Planning Commission (please see attached work plan). Total cost for the work is \$29,000.

The intent is to complete the work within five months. Staff anticipates that the recommendations that will be provided as a result of the land use studies will be useful not only in recommending land uses for the subject property, and the immediate three proposals to consider developments that are not consistent with the Master Plan for Land Use, but also in the updated recommendations of the comprehensive, city-wide Master Plan for Land Use update as it is reviewed later in 2015.

RECOMMENDED ACTION: Approval to award professional services contract to Clearzoning, Inc. for three planning area studies to be undertaken in advance of the Master Plan for Land Use Review and Update funding for this fiscal year, in the amount of \$29,000, and to concurrently amend the budget in the amount of \$29,000.

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Mayor Gatt					
Mayor Pro Tem	Staudt				
Council Member	er Casey				
Council Member	er Markham				

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Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment is authorized:

INCREASE (DECREASE)

General Fund		
REVENUES		
11.00		
Licenses, Permits, & Charges for Services		29,000
TOTAL REVENUES	\$	29,000
APPROPRIATIONS		
Community Development - Planning		
Other Services and Charges		29,000
TOTAL APPROPRIATIONS	\$	29,000
	(Marie Marie	***************************************
Net Increase (Decrease) to Fund Balance	\$	E .

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on May 18, 2015

Maryanne Cornelius City Clerk

CONTRACT FOR PROFESSIONAL SERVICES

STUDY OF THREE MASTER PLAN FOCUS AREAS

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Clearzoning, Inc., whose address is 28021 Southfield Road, Lathrup Village, MI 48076, (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (the "work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of Schedule A. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.

- D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any

- other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

<u>Article VI</u>: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, both draft and final, generated by the Consultant during the term of the Contract, and any extension thereof, that in any way relate to the performance of the work by Consultant under this Contract, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of the Contract or, at any time, upon the Client's request. Once accepted by the Client and made public by the Client, such reports may be used by the Consultant for the purposes of marketing, advertising, promotion, and similar activities. Furthermore, it is expressly acknowledged and agreed to that maps, photographs, sketches, plans, and similar items that are generated by the Consultant or used by the Consultant in the performance of work under this Contract may be used by the Client and that paper and digital copies, where available, will be provided by the Consultant to the Client upon the Client's request. Additionally, the Consultant shall provide to the Client, upon request, documentation related to opinions, billings, reports, correspondence, and other similar information generated in relation to performance of the work authorized by this Contract.

Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources.

Article IX: General Provisions.

- A. <u>Entire Agreement</u>. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. <u>Compliance with Laws</u>. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. <u>Assignment</u>. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. <u>Third Parties</u>. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- F. <u>Notices</u>. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

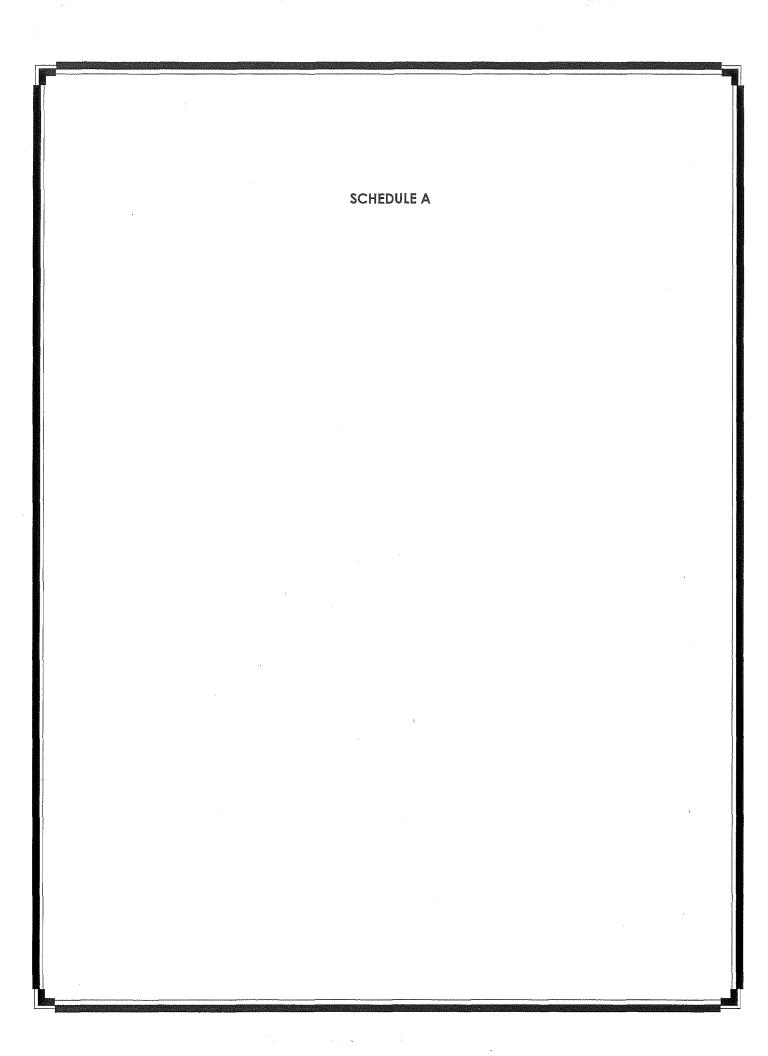
<u>Client</u>: City Manager Peter Auger and City Clerk Maryanne Cornelius <u>Consultant</u>: Rod Arroyo, President

- G. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- H. <u>Waivers</u>. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. <u>Jurisdiction and Venue of Contract</u>. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. <u>Conflict</u>. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS/DATES OF SIGNATURE:	City of Novi ("Client"):
	By:
Date:	Robert J. Gatt, Its Mayor
	Ву:
Date:	Maryanne Cornelius, Its Clerk
WITNESS:	Clearzoning, Inc. ("Consultant"):
	By:
Date:	Rod Arroyo, Its President
872363	



Proposal Study of Three Master Plan Focus Areas

The City of Novi has been reviewing proposals for a change of zoning at three locations in the city. The city desires to undertake a special study of these three areas to review land use issues, gain public input, and provide guidance for future zoning decisions. The following scope of services is proposed:

- a. Background Research Prepare analysis and observations of existing land use, current master plan designation, demographic trends and conditions, traffic conditions, and other influences. This element will also include mapping of pertinent data and information.
- b. Public Input Conduct three separate open houses for each area to encourage interested persons to review and comment on background information, existing Master Plan designation, proposed development plans, and other related information.
- c. Prepare land use plan recommendations for the three study areas based upon input from city staff, Planning Commission members, the public, and other interested stakeholders, as well as findings related to the analysis of information collected as part the planning project.
- d. This scope includes seven meetings at the city:
 - 1) Kickoff meeting with staff,
 - 2) Two work sessions with the Master Plan Committee of the Planning Commission,
 - 3) One open house for each of the three areas (3 total), and
 - 4) One meeting with the Planning Commission.

The cost of the work is \$29,000 and will be completed in 4-5 months.

Draft Excerpt
City Council Budget Session
April 15, 2015

Draft Excerpt from:

SPECIAL MEETING OF THE COUNCIL OF THE CITY OF NOVI WEDNESDAY, APRIL 15, 2015 AT 6:00 P.M. COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 TEN MILE ROAD

Mayor Gatt called the meeting to order at 6:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL:

Mayor Gatt, Mayor Pro Tem Staudt, Council Members Casey,

Markham, Mutch, Poupard, Wrobel

ALSO PRESENT:

Peter Auger, City Manager

Victor Cardenas, Interim City Manager Carl Johnson, Finance Director / Chief Financial Officer

Member Casey was interested in long term planning, such as, into the year 2035. It needs to be further out than 3-5 years. Many cities were doing a visioning. We have approximately \$2 million in discretionary Funds for this year. We also know that by 2017, we'll be down to \$1 million. We know we have a project list of about \$87 million. We are not built out yet and we are still growing. We know we are going to see a huge increase in the senior population. She would like to see us start to build a vision plan. We need to take a look at where are we now, where we are going, where do we want to be, and how do we get there. Those are the particulars. She would like to get to a place of understanding the vision for Novi going forward. She would recommend reviewing current services and equipment with a baseline of where we are now. We know we are going to have a larger population, so we need to know what we will need to cover when we hit those larger points.

CM 15-04-53 Moved by Casey, seconded by Poupard; CARRIED UNANIMOUSLY:

To direct City Administration to bring back a proposal for developing a Vision Plan including costs within a reasonable time period.

Member Casey removed the consideration of this item to be included in the present budget if it will get us a forward motion towards a proposal.

Mayor Gatt questioned what was expected of the City Manager. Was it something staff can put together?

Member Casey said she expected the City Administration to come back with a proposal on how they would accomplish a development of a Vision Plan.

Mr. Auger said he understood it to be a long-term vision of some of the issues that were talked about at staff level. He mentioned they were going out for the Master Plan that was redone about 10 years ago. There were several topics of how do we Master Plan for 20, 30 or 40 years in the future with a document that is flexible enough to deal with the changes that are going to come. Some of the things Member Casey was requesting can maybe be done at that time.

Mayor Gatt will support the motion because he won't support paying consultants to tell us how Novi is going to look at 30, 40 or 50 years from now. He thought our staff was capable of doing it. He agreed with City Manager Auger to possibly have a session to bring ideas forward. He would agree to something that can be done internally. He didn't believe in spending tax dollars for studies.

Member Mutch said the discussion highlighted the need for a goal setting format. Other viewpoints and different types of discussion can always take place. This was the only time brings these ideas forward. He would support the motion without any expense to the budget this year.

Member Markham echoed Member Mutch that there was no means to communicate ideas. She has felt frustrated. Council consensus was that time was needed to bring ideas forward during an input session and for everyone to decide whether to pursue items

Member Wrobel echoed the previous speakers.

Mayor Pro Tem Staudt agreed with the previous speaker. There were no arguments about the motions made, but he wanted to support the new City Manager and follow his direction. He thought as the Manager was given more time, Council may challenge him to a greater degree. He doesn't disagree with the expenditures and while good ideas were given tonight, the budget incorporated a lot of feedback. There were a lot of things he could have put in the budget. The Department of Public Services needed change, but Council couldn't agree on the ways to take care of that. He felt comfortable supporting it.

Mayor Gatt said everyone was talking about the January goal session like it didn't happen. He said it was different, but everyone could have said anything they wanted to say about any ideas they had. There wasn't anyone leading the meeting. This was the first budget meeting and all these ideas are coming out now that should have come out in January for City Manager Auger to digest the ideas. He thought the discussions taking place with 7 different people were healthy. Member Mutch said a lot of things that may change. Everyone has the opportunity to speak up at any time at any meeting. He didn't think it was fair that they were given the impression that they weren't given the opportunity to put forth their ideas.

Roll call vote on CM 15-04-53

Yeas: Gatt, Staudt, Casey, Markham, Mutch,

Poupard, Wrobel

Nays: None

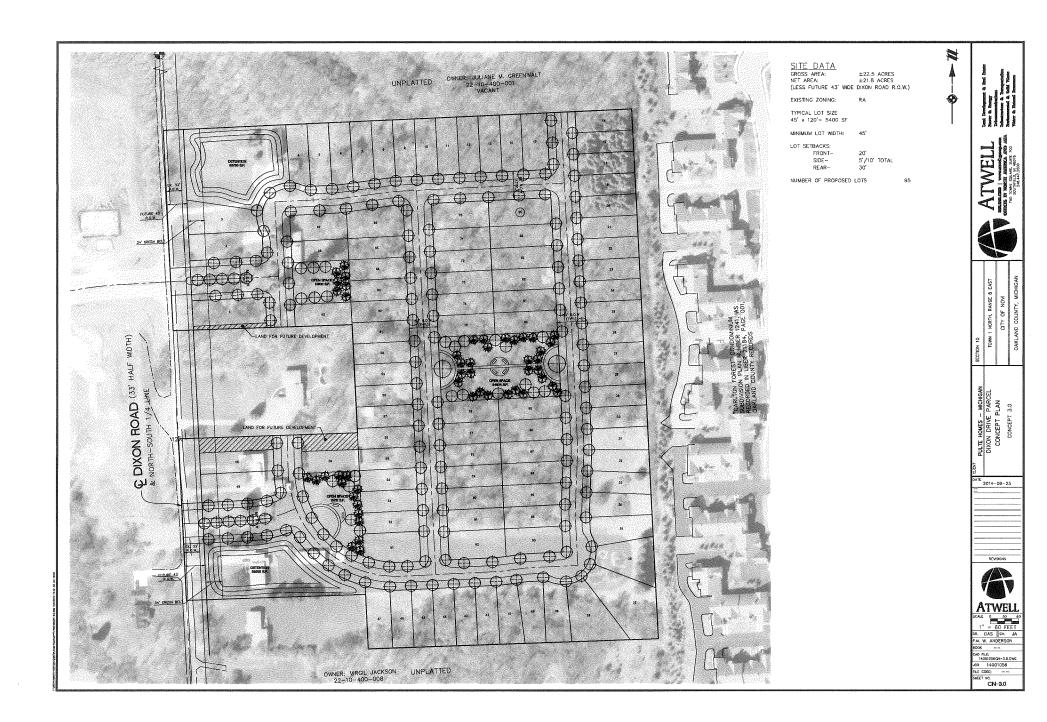
<u>Three Conceptual Development Plans</u>

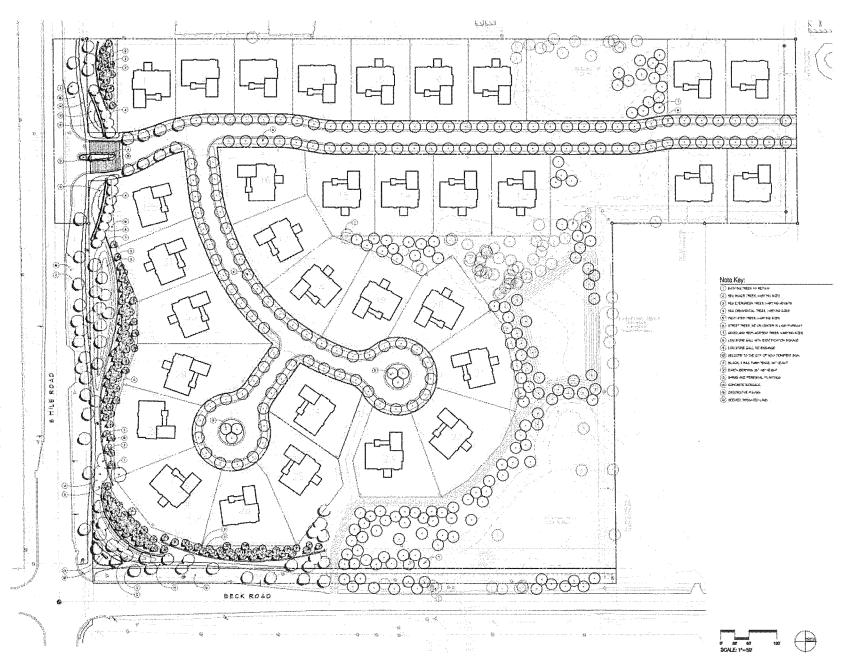
Beacon Hill Park (NE corner of Twelve Mile and Meadowbrook)

Pulte Homes (Dixon Road north of Twelve Mile)

Dunhill (Eight Mile and Beck Road)







GRISSIM METZ ASSOCIATES ANDRIESE

300 East Cady Street Northville, MI 48167 Ph: 248-347-7010

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