

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **11/23/2009**
Item No.: 7.e

Department Approval



City Manager Approval



Item Description: Approval of Standard Agreement for Professional Services with The Cuningham Group for the Zoning Code Re-write

1 **1.0 BACKGROUND**

2 1.1 On October 26, 2009, the City Council approved The Cuningham Group as the consultant to
3 complete Roseville Zoning Ordinance re-write.

4 1.2 The Planning Division forwarded the City's standard agreement to The Cuningham Group for
5 review and comment and has had their comments/suggestions reviewed by our City Attorney.

6 1.3 Attached please find for your approval the Standard Agreement for Professional Services with
7 The Cuningham Group for a not to exceed amount of \$35,000. The Planning Division has also
8 included a more refined scope of services that better identifies the roles and responsibilities of
9 the consultant and city staff.

10 **2.0 STAFF RECOMMENDATION**

11 The Roseville Planning Division recommends approval of the attached Standard Agreement for
12 Professional Services with The Cuningham Group for an amount not to exceed \$35,000.

13 **3.0 REQUESTED CITY COUNCIL ACTION**

14 By motion, approve the Standard Agreement for Professional Services with The Cuningham
15 Group.

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Prepared by: Thomas Paschke, City Planner

Attachments: A. Standard Agreement for Professional Services

Standard Agreement for Professional Services

This Agreement is made on the _____ day of _____, 2009, between the City of Roseville, Minnesota (hereinafter "City"), whose business address is 2660 Civic Center Drive, Roseville, MN 55113-1899, and Cuningham Group Architecture, a Minnesota _____ (hereinafter "Consultant") whose business address is St. Anthony Main, 201 Main Street SE, Suite 325, Minneapolis, MN 55414.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for assisting in rewriting Title 10, Zoning Regulations of the Roseville City Code hereinafter referred to as the "Work".

The City and Consultant agree as follows:

1. **Scope of Work/Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions.
2. **Term.** The term of this Agreement shall be from November 23, 2009 through August 31, 2010, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant on a stipulated sum fee basis plus expenses in a total amount of not to exceed \$35,000 for the services as described in Exhibit A.
 - A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - B. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - C. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

- 51 4. **City Information.** The City agrees to provide the Consultant with the complete information
52 concerning the Scope of the Work and to perform the following services:
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- 54 A. Access to the Area. Depending on the nature of the Work, Consultant may from time to
55 time require access to public and private lands or property. As may be necessary, the
56 City shall obtain access to and make all provisions for the Consultant to enter upon
57 public and private lands or property as required for the Consultant to perform such
58 services necessary to complete the Work.
59
 - 60 B. Consideration of the Consultant's Work. The City shall give thorough consideration to all
61 reports, sketches, estimates, drawings, and other documents presented by the
62 Consultant, and shall inform the Consultant of all decisions required of City within a
63 reasonable time so as not to delay the work of the Consultant.
64
 - 65 C. Standards. The City shall furnish the Consultant with a copy of any standard or criteria,
66 including but not limited to, design and construction standards that may be required in
67 the preparation of the Work for the Project.
68
 - 69 D. Owner's Representative. A person shall be appointed to act as the City's representative
70 with respect to the work to be performed under this Agreement. He or she shall have
71 complete authority to transmit instructions, receive information, interpret, and define the
72 City's policy and decisions with respect to the services provided or materials, equipment,
73 elements and systems pertinent to the work covered by this Agreement.
74
- 75 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized
76 invoice for professional services performed under this Agreement. Invoices submitted shall be
77 paid in the same manner as other claims made to the City for:
78
- 79 A. Progress Payment. For work reimbursed on a stipulated sum fee basis, the Consultant
80 shall invoice monthly for the amounts due for the percentage of the scope of services
81 completed for each project phase less amounts previously invoiced. Consultant shall
82 verify all statements submitted for payment in compliance with Minnesota Statutes
83 Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A,
84 the Consultant shall provide an itemized listing and such documentation as reasonably
85 required by the City. Each invoice shall contain the City's project number and a
86 progress summary showing the original (or amended) amount of the contract, current
87 billing, past payments and unexpended balance of the contract.
88
 - 89 B. Suspended Work. If any work performed by the Consultant is suspended in whole or in
90 part by the City, the Consultant shall be paid for any services performed prior to receipt
91 of written notice from the City of such suspension, all as shown on Exhibit A.
92
 - 93 C. Payments for Special Consultants. The Consultant shall be reimbursed for the work of
94 special consultants, as described in Section 3B, and for other items when authorized in
95 writing by the City.
96
 - 97 D. Claims. To receive any payment on this Agreement, the invoice or bill must
98 include the following signed and dated statement: "I declare under penalty of perjury
99 that this account, claim, or demand is just and correct and that no part of it has been
100 paid."
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- 102 6. **Project Manager and Staffing.** The Consultant has designated Michael Lamb and Suzanne S.
103 Rhees, AICP to serve on the Project. They shall be assisted by other staff members as
104 necessary to facilitate the completion of the Work in accordance with the terms established
105 herein. Consultant may not remove or replace these designated staff from the Project without
106 the approval of the City.
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- 108 7. **Standard of Care.** All Work performed pursuant to this Agreement shall be in accordance with
109 the standard of care in Ramsey County, Minnesota for professional services of the like kind.
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- 111 8. **Audit Disclosure.** Any reports, information, data, etc. given to, or prepared or assembled by
112 the Consultant under this Agreement which the City requests to be kept confidential, shall not
113 be made available to any individual or organization without the City's prior written approval. The
114 books, records, documents and accounting procedures and practices of the Consultant or other
115 parties relevant to this Agreement are subject to examination by the City and either the
116 Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this
117 Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota
118 Government Data Practices Act, to the extent the Act is applicable to data and documents in the
119 possession of the Consultant.
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- 121 9. **Termination.** This Agreement may be terminated by either party by seven (7) days written
122 notice delivered to the other party at the address written above. Upon termination under this
123 provision, if there is no fault of the Consultant, the Consultant shall be paid for services
124 rendered and reimbursable expenses until the effective date of termination. If however, the City
125 terminates the Agreement because the Consultant has failed to perform in accordance with this
126 Agreement, the City may retain another consultant to undertake or complete the work identified
127 in Paragraph 1 and the Consultant shall be paid for services rendered to the effective date of
128 termination less the City's replacement consultant cost to have the Consultant's uncompleted
129 scope of services completed.
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- 131 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under
132 this Agreement except as noted in the Scope of Work, without the express written consent of
133 the City. The Consultant shall pay any subcontractor involved in the performance of this
134 Agreement within the ten (10) days of the Consultant's receipt of payment by the City for
135 undisputed services provided by the subcontractor. If the Consultant fails within that time to pay
136 the subcontractor any undisputed amount for which the Consultant has received payment by the
137 City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of
138 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment
139 for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the
140 Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who
141 prevails in a civil action to collect interest penalties from the Consultant shall be awarded its
142 costs and disbursements, including attorney's fees, incurred in bringing the action.
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- 144 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
145 independent contractor and not an employee of the City. No statement herein shall be
146 construed so as to find the Consultant an employee of the City.
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- 148 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not
149 discriminate against any employee or applicants for employment because of race, color, creed,
150 religion, national origin, sex, marital status, status with regard to public assistance, disability,
151 sexual orientation or age. The Consultant shall post in places available to employees and
152 applicants for employment, notices setting forth the provision of this non-discrimination clause

153 and stating that all qualified applicants will receive consideration for employment. The
154 Consultant shall incorporate the foregoing requirements of this paragraph in all of its
155 subcontracts for program work, and will require all of its subcontractors for such work to
156 incorporate such requirements in all subcontracts for program work. The Consultant further
157 agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes
158 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act
159 of 1990.

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- 161 13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without
162 the written consent of the other party.
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- 164 14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically
165 provided for herein shall be honored by the City.
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- 167 15. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any
168 reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not
169 affect the remaining provisions of this Agreement.
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- 171 16. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement
172 supersedes all oral agreements and negotiations between the parties relating to the subject
173 matter hereof as well as any previous agreements presently in effect between the parties
174 relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the
175 provisions of this Agreement shall be valid only when expressed in writing and duly signed by
176 the parties, unless otherwise provided herein.
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- 178 17. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant
179 shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services
180 to be provided. The Consultant and City, together with their respective agents and employees,
181 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
182 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Subject to
183 the professional standard of care identified in Paragraph 7, a violation of statutes, ordinances,
184 rules and regulations pertaining to the services to be provided shall constitute a material breach
185 of this Agreement and entitle the City to immediately terminate this Agreement.
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- 187 18. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not
188 affect, in any respect, the validity of the remainder of this Agreement.
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- 190 19. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and
191 employees harmless from any liability, claims, damages, costs, judgments, or expenses,
192 including reasonable attorney's fees, to the extent resulting from a negligent act or omission
193 (including without limitation professionally negligent errors or omissions) of the Consultant, its
194 agents, employees, or subcontractors in the performance of the services provided by this
195 Agreement and against all losses by reason of the failure of said Consultant fully to perform, in
196 all material respects, the obligations under this Agreement.
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- 198 20. **Insurance.**
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- 200 A. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay
201 for such insurance as will protect against claims for bodily injury or death, or for damage
202 to property, including loss of use, which may arise out of operations by Consultant or by
203 any subcontractor or by anyone employed by any of them or by anyone for whose acts

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any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive Liability	\$1,000,000 property damage per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.
Umbrella or Excess Liability	\$2,000,000

C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- a. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b. Products and Completed Operations Property Damage coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work.
- c. Personal injury with Employment Exclusion (if any) deleted.
- d. Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.
- e. Broad Form Property Damage coverage, including completed operations, or its equivalent.
- f. Additional Insured Endorsement(s), naming the "City of Roseville" as an Additional Insured, on ISO form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or an endorsement(s) providing equivalent coverage to the Additional Insureds. ISO form CG 20 10 07 04, and later versions of said form, are not acceptable.

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- g. If the Work to be performed is on an attached condominium, there shall be no exclusion for attached or condominium projects.
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- h. "Stop gap" coverage for work in those states where Workers' Compensation insurance is provided through a state fund if Employer's liability coverage is not available.
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- i. Incidental Malpractice and Host Liquor Liability insurance applicable to the Consultant's performance under this Agreement.
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- j. Severability of Insureds provision.
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- D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by a negligent error, omission, or act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name the City as an insured.
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- E. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
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- a. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
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- b. All policies, except the Professional Liability Insurance policy, shall be apply on a "per project" basis;
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- c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";
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- d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;
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- e. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
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- f. All policies shall contain a provision that coverages afforded there under shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

290 **A copy of the Consultant's insurance declaration page, Rider and/or**
291 **Endorsement, as applicable, which evidences the compliance with this Paragraph**
292 **20, must be filed with City prior to the start of Consultant's Work.** Such documents
293 evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory
294 evidence that Consultant has complied with all insurance requirements. Renewal
295 certificates shall be provided to City prior to the expiration date of any of the required
296 policies. City will not be obligated, however, to review such declaration page, Rider,
297 Endorsement or certificates or other evidence of insurance, or to advise Consultant of
298 any deficiencies in such documents and receipt thereof shall not relieve Consultant from,
299 nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations
300 hereunder. City reserves the right to examine any policy provided for under this
301 paragraph.
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303 F. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the
304 specified insurance, then Consultant will defend, indemnify and hold harmless the City, the
305 City's officials, agents and employees from any loss, claim, liability and expense (including
306 reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the
307 same protection as would have been provided by the specified insurance. Consultant also
308 agrees that if applicable law limits or precludes any aspect of this indemnity, then the
309 indemnity will be considered limited only to the extent necessary to comply with that
310 applicable law. The stated indemnity continues until all applicable statutes of limitation
311 have run.
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314 21. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated
315 in connection with the performance of the Agreement ("Information") shall become the property
316 of the City, but Consultant may retain copies of such documents as records of the services
317 provided. The City may use the Information for its purposes and the Consultant also may use
318 the Information for its purposes. Use of the Information for the purposes of the project
319 contemplated by this Agreement ("Project") does not relieve any liability on the part of the
320 Consultant, but any use of the Information by the City or the Consultant beyond the scope of the
321 Project is without liability to the other, and the party using the Information agrees to defend and
322 indemnify the other from any claims or liability resulting therefrom.
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324 22. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to
325 this Service Agreement or the relationships which result from this Agreement shall be subject to
326 mediation as a condition precedent to initiating arbitration or legal or equitable actions by either
327 party. Unless the parties agree otherwise, the mediation shall be in accordance with the
328 Commercial Mediation Procedures of the American Arbitration Association then currently in
329 effect. A request for mediation shall be filed in writing with the American Arbitration Association
330 and the other party. No arbitration or legal or equitable action may be instituted for a period of
331 90 days from the filing of the request for mediation unless a longer period of time is provided by
332 agreement of the parties. Cost of mediation shall be shared equally between the parties.
333 Mediation shall be held in the City of Roseville unless another location is mutually agreed upon
334 by the parties. The parties shall memorialize any agreement resulting from the mediation in a
335 Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any
336 court having jurisdiction thereof.
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338 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
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- 340 24. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City
341 shall have a financial interest, direct or indirect, in this Contract. The violation of this provision
342 renders the Contract void. Any federal regulations and applicable state statutes shall not be
343 violated.
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- 345 25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall
346 be considered an original.
347

348 Executed as of the day and year first written above.
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351 CITY OF ROSEVILLE
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353 _____
354 Mayor
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356 _____
357 City Manager
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359 Cuningham Group Architecture P.A.
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361 By: _____
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363 Its: _____
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365 RRM: #126144/sld
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SCOPE OF SERVICES AND RESPONSIBILITIES

PROJECT LEADERS/PRIMARY CONTACTS:

Thomas Paschke, City Planner, City of Roseville
651-792-7074 or thomas.paschke@ci.roseville.mn.us

Michael Lamb, Director of Urban Design, Cuningham Group
612-379-5558 or mlamb@cuningham.com

ROLES AND RESPONSIBILITIES: As the project leaders, Mr. Paschke and Mr. Lamb will be the primary contact for City staff, Planning Commissioners, and City Council Members, and they will lead presentations at all public meetings.

Project leaders and designated team members will meet regularly in staff-consultant work sessions, initially to discuss specific code sections and current challenges/problems, review potential corrections/options, review/discuss code format and content, and to plan/organize the first meetings with the Planning Commission and the public. As the process/project moves forward, the work sessions will be devoted to further refining the code, districts, form, and content, as well as preparing for the remaining Planning Commission meetings and community open houses. Lastly, work sessions will be used to provide budget updates and keep the project on schedule.

A. ZONING REVIEW/ISSUE IDENTIFICATION

STAFF WORK SESSION I: 4 to 6 hour session between members of the Planning Division and Cuningham Group to identify challenges, issues and problems within the current code and to discuss potential solutions and options.

STAFF WORK SESSION II: 2 to 4 hour continuation session to complete review of current code and to discuss zoning district options, code content, organization and format. Time will also be allocated for the preparation of a presentation to the Planning Commission and the planning of Community Open House 1. Alternatively, the workshop could occur after the first Planning Commission meeting, incorporating Commissioners' discussion points into the process.

PLANNING COMMISSION WORKSHOP I: Introduction of the Consultant team; discussion of the role of the Commission in the code update process; review of the issues and problems with existing Code identified during the first Staff Work Session(s) and collection of Commissioners' input on other items to consider; discussion of a draft outline of zoning districts, possible code organization, and format and content of the code; discussion of Community Open House process and encouragement of Commissioners' attendance; and review of proposed project schedule and necessary meeting dates.

COMMUNITY OPEN HOUSE I: Provide attendee's an overview of the zoning code as the regulatory arm of land use and development; touch on the identified problems, challenges and

36 short-comings of current code; discuss how the code does or does not match the comprehensive
37 plan and other policies; and utilize case studies and design exercises to identify “exemplary
38 places” or developments that should be used as precedents for the new code.

39 **Cuningham Group Responsibility:** Provide outline examples, ordinance examples; agenda for
40 community open house. Present project overview to Planning Commission; facilitate discussion.
41 Work with staff to facilitate Community Open House I.

42 **Staff Responsibility:** Background materials for discussion, background material for Planning
43 Commission Workshop I; plan Community Open House I and organize a summary of results.

44 **B. DETERMINATION OF DISTRICTS, FORMAT, AND ORGANIZATION OF CODE**

45 Information gained from Task A will be used to assist in developing options for districts, format,
46 and organization of the code.

47 **STAFF WORK SESSION III:** 4 hour session to refine zoning district options; select
48 preferred format and organization of the document; develop initial menu of districts for future
49 discussion; and plan Community Open House II.

50 **PLANNING COMMISSION WORKSHOP II:** Review zoning district preferences, text
51 options, and the preferred format and document organization; discuss format for Community
52 Open House II.

53 **COMMUNITY OPEN HOUSE II:** Review overall organization of code, existing and
54 proposed districts. Discuss potential applicability of districts to “exemplary places” and other
55 development sites within Roseville.

56 **Cuningham Group Responsibility:** Develop options for districts, format and organization of
57 code. Present to staff and Planning Commission. Develop presentation materials for Community
58 Open House II; assist with facilitation. Develop presentation materials and questions for focus
59 groups.

60 **Staff Responsibility:** Organize Planning Commission Workshop II Community Open House II,
61 and potential focus groups.

62 **C. CODE DRAFTING PROCESS**

63 The code drafting process will involve one or two Staff Work Sessions and two or three Planning
64 Commission Workshops facilitated by staff. The drafting process will begin prior to Community
65 Open House II and will focus on those parts of the code that need reorganization and revision.
66 New districts will be addressed in the third and last Community Open House.

67 The framework and parameters of each district, the code format, and document style sheets will
68 be established at Staff Work Sessions. The code drafting process will occur concurrently with
69 review of drafts by Planning Commission.

70 **RESPONSIBILITY CHART:** The following chart identifies the primary responsibility for
 71 developing specific code sections.

TASKS	CONSULTANT RESPONSIBILITY	STAFF RESPONSIBILITY
RESIDENTIAL DISTRICTS UPDATE	✓	✓
BUSINESS AND EMPLOYMENT (INDUSTRIAL)	✓	✓
MIXED USE DISTRICT	✓	
ENVIRONMENTAL DISTRICT	✓	
SPECIAL DISTRICTS (INSTITUTIONAL, PARK, PUD, OVERLAY)		✓
GENERAL AND ADMINISTRATIVE DISTRICTS		✓
SUPPLEMENTAL REGULATIONS (DESIGN STANDARDS AND FORM BASED)	✓	
NON-ZONING CHAPTERS		✓

72 During the drafting process, it is anticipated that there will be one additional **Staff Work Session**
 73 **(4)** in addition to regular weekly meetings and/or briefings, and that Cuningham Group will be in
 74 attendance at a minimum of one **Planning Commission Workshop (III, IV and/or V)**.

75 **CUNINGHAM GROUP RESPONSIBILITY:** Lead in developing mixed use, environmental, and
 76 supplemental regulations, including design standards and performance/form-based standards;
 77 collaborate in developing regulations for the residential, business, and employment districts; and
 78 assist in the development of all other districts and regulations. Work with staff to establish code
 79 format and content and review and suggest revisions to all drafts by City staff. Prepare summary
 80 materials for Planning Commission meetings.

81 **STAFF RESPONSIBILITY:** Lead in developing business, employment (industrial), special
 82 (institutional, park, PUD, overlay), general, and administrative districts; collaborate in
 83 developing regulations for residential, business, and employment districts; and assist in the
 84 development of all other districts and regulations. Work with Cuningham Group to establish
 85 code format and content, and review and suggest revisions to all drafts by the consultant.
 86 Review, revise, and approve all drafts. Conduct mock plan reviews to field-test the draft code,
 87 and assist in presenting drafts to the Planning Commission and City Council. Organize all
 88 Planning Commission meetings and City Council briefings.

89 D. ZONING MAP AMENDMENT

90 Planning staff will lead this task. Cuningham Group will provide general recommendation on
91 application of new districts and will review draft maps.

92 **Cuningham Group Responsibility:** Collaborate with staff in the identification of which
93 existing, revised, or new zoning district(s) are consistent with and/or appropriate for the
94 Comprehensive Plan land use designations; review draft zoning map.

95 **Staff Responsibility:** Collaborate with Cuningham Group in the identification of which existing,
96 revised, or new zoning district(s) are consistent with and/or appropriate for the Comprehensive
97 Plan land use designations; prepare draft zoning map.

98 E. CODE AND MAP ADOPTION PROCESS

99 This task begins with Community Open House III, providing an opportunity for public review
100 and discussion of the draft code and map, using an open house format with several, short, topic-
101 based presentations. Participants will have the opportunity to review and comment on the draft
102 zoning map as it pertains to their neighborhood or other areas of the city.

103 Following the open house, planning staff will work with Cuningham Group to determine what
104 revisions to the code and map are necessary. It is anticipated that staff will take the lead in
105 presenting sections of the code to the City Council for consideration. Cuningham Group will
106 assist in revising illustrations, preparing summaries, answering questions and comments, and/or
107 participating in meetings as needed.

108 **Cuningham Group Responsibility:** Work with staff to incorporate code revisions; prepare
109 presentation materials and participate in Community Open House III. Prepare code summaries
110 and presentation materials for Planning Commission and City Council meetings. Prepare final
111 code document in editable electronic form, including text and graphic files.

112 **Optional Additional Services:** Cuningham Group can attend additional meetings on a per-
113 meeting cost basis, prepare code-related handouts, fact sheets and training materials. Cuningham
114 Group can make recommendations for changes to other parts of the city code to promote
115 consistency with the new zoning code and comprehensive plan.

116 **Staff Responsibility:** Organize Community Open House III, Planning Commission meetings and
117 public hearings, and City Council meetings. Summarize discussions at meetings. Identify final
118 revisions to draft; review and approve final products.