

AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH OLSSON STUDIO FOR PROFESSIONAL PLANNING SERVICES RELATED TO A NEW COMPREHENSIVE PLAN.

Background:

The City of Nixa utilizes a Comprehensive Plan created in 2003. The typical effective lifespan for a Comprehensive Plan is 10 to 20 years. The Comprehensive Plan is a community's guide for future growth, identifying where development should or should not occur and the public services that will be needed to support development. The plan is the legal basis for zoning and subdivision regulations and helps direct the capital improvements program. As part of the 2023 budget, \$150,000 was budgeted for a new Comprehensive Plan.

Analysis:

The City of Nixa put out a request for qualifications (RFQ) in February 2023. The RFQ was seen by at least 82 firms that could potentially provide professional planning services. The submittal window closed on March 15, 2023. Only two proposals were submitted to the City. The interested firms were Olsson Studio and H3 Studio. City staff evaluated each proposal based on the following criteria: Respondent's experience and execution as it relates to the project scope; Past performance and completion of comparable projects in size and deliverables; Experience of key staff, expertise, and areas of specialized training; and technical resources and skills. Olsson Studio received the most points and are prepared to enter into a contract for professional planning services to provide the City of Nixa with a new Comprehensive Plan. Olsson Studio have provided the attached scope of work.

Recommendation:

Staff recommends approval.

MEMO SUBMITTED BY:

Scott Godbey | Director of Planning and Development

sgodbey@nixa.com | 417-725-5850

RESOLUTION NO. 2023-32

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING THE**
2 **PROPOSAL OF OLSSON STUDIO TO PROVIDE PROFESSIONAL CONSULTING**
3 **SERVICES RELATED TO THE CITY’S COMPREHENSIVE PLAN AND AUTHORIZING**
4 **THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR THE SAME.**

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6
7 **WHEREAS** City staff, pursuant to the City’s adopted purchasing procedures
8 (Resolution 2019-113), as amended, have solicited qualifications of firms to provide
9 professional planning services to develop a comprehensive plan; and

10
11 **WHEREAS** after reviewing all submitted qualifications, City staff has determined
12 that Olsson Studio (“Contractor”) provided the best response for the Project; and

13
14 **WHEREAS** City Council desires to award the Contract for the Project to the
15 Contractor and to authorize the City Administrator to execute the Contract attached hereto
16 as “Resolution Exhibit A.”

17
18 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
19 **NIXA, AS FOLLOWS, THAT:**

20
21 **SECTION 1:** City Council hereby accepts the proposal of the Contractor for the
22 Project at the price and sum of \$150,000.00. The City Administrator, or designee, is
23 hereby authorized and directed to enter into a contract with the Contractor. Said contract
24 to be in substantially similar form as the document attached hereto, and incorporated
25 herein by this reference, as “Resolution Exhibit A.”

26
27 **SECTION 2:** The City Administrator and the officers of the City are hereby
28 authorized to do all things necessary or convenient to carry out the terms and intent of
29 this Resolution.

30
31 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
32 passage by the City Council and after its approval by the Mayor, subject to the provisions
33 of section 3.11(g) of the City Charter.

34
35 **[Remainder of page intentionally left blank. Signatures follow on next page.]**

RESOLUTION NO. 2023-32

47 **ADOPTED BY THE COUNCIL THIS 26th DAY OF June, 2023.**

48

49

ATTEST:

50

51

52 _____
PRESIDING OFFICER

CITY CLERK

53

54 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2023.**

55

56

ATTEST:

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58

59 _____
MAYOR

CITY CLERK

60

61 APPROVED AS TO FORM:

62

63

64 _____
CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.		
EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
<input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> ADDENDUM NO. __		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Scott Godbey Dept: Planning & Development Email: sgodbey@nixa.com		Name: Olsson Address: 550 St. Louis Street Springfield, MO 65806 Phone: 417-890-8802 Attn: Nancy Wichmer Email: nwichmer@olsson.com

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

THIS CONTRACT FOR PROFESSIONAL CONSULTING SERVICES (“Contract”) is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Qualification solicitation process, referenced as RFQ-001-2023/PZ desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor’s profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor’s services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City’s possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall

cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term and Renewals.

- a. This Contract shall terminate on July 31, 2024.
- b. The term of this Contract may be extended by mutual agreement of the parties beyond the original term, for a fixed term of no more than one year per extension, provided that:
 1. The terms of the extension are in writing;
 2. The extension is executed by the Contractor and City; and
 3. City funds are appropriated for such purpose.

6. Payment.

a. **Conditioned on acceptable performance.** Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit A, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. **Total compensation not to exceed.** It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$150,000.00**.

7. Termination.

a. **Termination for breach.** Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any year during the term of this Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

11. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

12. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements

of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

14. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract. The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract. As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00.

a. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty-Eight Thousand Three Hundred Sixty-Eight and no/100 Dollars (\$3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five and no/100 Dollars (\$488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to

property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products- completed operations hazard, and said policy shall be primary and noncontributory.

b. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Two Hundred Fifty-Eight Thousand Three Hundred Sixty-Eight and no/100 Dollars (\$3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty-Eight Thousand Seven Hundred Fifty-Five and no/100 Dollars (\$488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

c. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

d. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in paragraph 14 and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

e. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent

contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

- a.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
- b.** The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- c.** The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- d.** The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.
- e.** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- f.** Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

18. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Scope of Work/Rate Sheet (Exhibit A)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor

affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

Remainder of page intentionally left blank. Signature Page follows.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

KOREY P. SCHULZ, PLA, ASHA

Printed Name

TEAM LEADER

Title

Date: 6/20/2023

ATTEST:

SHEVBY FERGUSON

Printed Name

SENIOR PLANNER / PROJECT MANAGER

Title

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 26, 2023, between the City of Nixa, Missouri (“Client”) and Olsson, Inc. dba The Olsson Studio (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Nixa, Missouri
Project Description: Comprehensive Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100 – DISCOVER

Olsson will provide Project management coordination, quality/cost control, information coordination, and Project schedules.

Following contract execution, Olsson will attend one (1) virtual kickoff meeting with the project management team to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, public engagement strategy, Comprehensive Plan Steering Committee (CPSC), and Technical Committee (TC) makeup and responsibilities.

Olsson will attend one (1) monthly virtual progress meeting with Client to discuss Project status.

Client shall coordinate formation of, outreach to, communication with, and management of the CPSC and TC. The CPSC shall include key property owners, business owners, residents, and students. The ideal size for the CPSC is 50 to 75 people. Special effort should be given to ensure diverse representation (age, interests, geographic area of community, background, race, et cetera) on the CPSC. Students should be included on the CPSC. The TC shall include city staff members and representatives from various agencies and departments.

Olsson will prepare a branding plan to detail the logo, colors, fonts, and theming to be integrated into all print and digital Project materials.

Following Project kickoff, Client will provide Olsson with existing conditions data, including:

- GIS data from city (parcels, city boundary, aerial imagery, urban growth boundaries and/or management areas, existing and future land uses, zoning, special use districts, overlay zones, public facilities, utility infrastructure, street centerlines, transit routes/stops, bicycle lanes, sidewalks, trails, roadways, street classifications/typology, parks, edge of pavement, public right-of-way, parking lots, building footprints, et cetera)
- Available economic development data

Data that is physical in nature will be mapped to analyze the city in its existing state, ensuring decisions are well-informed and grounded. Demographic and economic data will be analyzed and charted.

Olsson shall supplement all data with one (1) in-the-field photography inventory of the city, focusing on development patterns and general character.

Olsson will review all related and relevant (as deemed by Client) plan documents and development regulations for the city, analyze such documents, and develop a summary write-up of each document,

describing the document's purpose and how it relates to and/or affects the comprehensive plan. Summaries will be incorporated into *Appendix A – Where is Nixa Now?*

Economic and Market Analysis:

Olsson will prepare an Economic and Market Analysis to evaluate city's potential to support future development and redevelopment of a variety of land uses and housing. The Economic and Market Analysis will evaluate the historic, current, and future demographic, economic, and real estate market forces and trends that influence the city's future urban growth patterns.

This analysis will assist in identifying city's ability to continue to attract new residents and jobs that will in turn generate future demand for commercial, office, and industrial space, as well as varied residential housing formats. The housing market will be specifically explored to understand affordability, attainability, how to appropriately blend multiple formats, and balance new development with the existing housing stock. The housing component of the Economic and Market Analysis will take a long-term and sustainable approach to understand what types of formats truly are needed to fill gaps in the marketplace and where there already exists plenty of stock to satisfy a given demand.

Demographic characteristics and economic forces to be evaluated include population growth, household composition, age distribution, household income, educational attainment, and employment growth and composition. Opportunities and constraints in the city's ability to attract continued economic and population growth will also be explored. Directly competitive retail, employment, and residential market trends impacting Liberty will be directly evaluated. The city's short- and long-term need for additional retail, office, and industrial space as well as residential housing units will be forecast to determine the velocity of future urban growth.

Older commercial corridors and districts will be evaluated for their ability to compete in the future with emerging business locations and their potential to adapt and support redevelopment and repositioning to remain viable and relevant. Newer greenfield business center locations will be evaluated to determine their ability to support the needs of the emerging economy and define their market positioning.

As part of the Economic and Market Analysis, multiple interviews will be conducted with key stakeholders that have in-depth knowledge of certain subject matters. Topics of discussion shall include education, parks and recreation, growth, policy, economic development, infrastructure, et cetera.

The Economic and Market Analysis will be divided into two interconnected sections, including the Demographic and Economic Analysis and the Market Analysis and will:

- Identify and analyze demographic, economic, and development trends impacting the city,
- Identify and analyze existing residential, commercial, office, industrial market conditions,
- Forecast future housing and commercial/industrial space needs, and
- Prepare a site evaluation to determine the ability of various areas of the city to accommodate development of a variety of residential, commercial, and employment development formats.

Olsson will host one combined in-person two-hour City Leadership Work Session #1 as a project kickoff and community profile work session with the Planning & Zoning Commission and City Council. This workshop will present a summary of existing conditions to the bodies and will include individual and group visioning exercises.

Client Responsibilities:

- **History of the City and Regional Setting Summary.** Client will provide a summary of the history of the city and background on the city's regional setting to Olsson in Microsoft Word format to be incorporated into *Appendix A – Where is Nixa Now?*
- **Existing Utility Infrastructure Condition Summary.** Client will provide a write-up of the existing state of utility infrastructure within the city to Olsson in Microsoft Word format to be incorporated into *Appendix A – Where is Nixa Now?*

Deliverables:

- Project kickoff meeting materials
- Public engagement strategy
- Branding plan
- Memorandum for each monthly virtual Project progress meeting
- Draft Economic and Market Analysis
- Draft of *Section 1 – Introduction and Appendix A – Where is Nixa Now?*

Meetings:

- One (1) virtual Project kickoff meeting
- Up to ten (12) monthly virtual Project progress meetings
- One (1) in-the-field photographic inventory of the city
- One (1) in-person City Leadership Work Session #1
- Stakeholder interviews (as part of Economic and Market Analysis)

Total Phase 100 Fee: \$39,500.00

PHASE 200 – ENGAGEMENT**Marketing and Outreach**

Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the planning process. Client will be responsible for distributing the press releases.

Olsson will create a postcard-size mailer for Client to send to all city residents. The mailer will include a Project overview, a link to the Project website, and list of ways to get involved. Client will be responsible for compiling the distribution list, print and postage costs, and mailing.

Olsson will coordinate with the Client to develop a one (1)-minute or less interview-style Project kick-off video interview with a designated City leader to be shared on city's website, city's social media platforms, referenced on postcard mailer, and embedded in Project website.

Olsson will coordinate with city's existing social media platforms and the city's website to encourage engagement in the planning process. Olsson will draft Project-related content (graphics and captions) for the city's website and social media accounts. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will coordinate with Client on timing of city website and social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, but not limited to, the public survey, public open houses, pop-up events, and virtual draft plan review.

Online Engagement

Olsson will prepare a dedicated and branded Project website for Project information. This website will allow interested participants to view and provide feedback and learn how to get involved in the planning process. Olsson will maintain website operations, updates, and monitoring throughout the planning process and will transfer all website operations and update authority to Client once the planning process is complete. The website will include a community member interest form to generate a Project community contact list.

Public Survey

An online survey will be created and embedded within the Project website to generate feedback. The online survey shall use a variety of question formats to appeal to diverse audiences. Survey results will be summarized and incorporated into analysis and the decision-making process.

In-Person Engagement

Olsson will coordinate and facilitate one (1) on-site meeting with community youth. Olsson will coordinate with Client to identify youth community members to be involved and organize meeting goals and objectives. On-site meeting will be held during Project's visioning stage.

Olsson will coordinate and facilitate one (1) on-site meeting with business and development community. Olsson will coordinate with Client to identify business and development community members to be involved and organize meeting goals and objectives. On-site meeting will be held during Project's visioning stage.

Olsson will conduct a half-day in-person visioning workshop for the CPSC and TC. This workshop will develop an initial vision and set of Project guiding principles. The visioning workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants.

During the same week as the visioning workshop and youth and business group meetings, Olsson will coordinate and facilitate one (1) public pop-up engagement opportunity for community members to learn more about the Project and participate in brief visioning feedback exercises.

Olsson host a two-day in-person citywide planning charrette to develop future land uses, development/redevelopment opportunities, traffic flow and parking improvements, community character/aesthetic enhancements, and related policy initial ideas. Olsson will prepare imagery, graphics, analysis mapping, and preliminary planning concepts for discussion and feedback. Based on reactions received, Olsson will explore planning and design solutions for the city, addressing land use, transportation, parking, sustainability, aesthetics, development and redevelopment, market factors, and economics. The citywide planning charrette will include a series of CPSC and TC progress sessions, preference and visioning exercises, and ongoing planning and design sessions.

Following the citywide planning charrette, Olsson will develop and launch a virtual public open house. Public will be invited over a two (2)-week timespan to visit the Project website and participate in a virtual feedback experience, exploring concepts generated during the citywide planning charrette.

Client Responsibilities:

- **CPSC Creation, Communication, and Coordination.** Client will identify stakeholders and manage communication with the CPSC throughout the Project, including, but not limited to, meeting invites, answering questions, and providing Project updates.
- **Public Engagement Venue Coordination and Cost.** Client will provide and/or cover coordination, reservations, and expenses of required meeting space for the youth community meeting, business and development community meeting, visioning workshop, citywide planning charrette, pop-up event, and City Leadership Work Sessions, as needed. The venue shall meet the following requirements:
 - Accommodate at least 75 people
 - Have blank wall space
 - Have walls without art or other attached materials
 - Have walls that painters' tape may be affixed to
 - Have layout tables that can be moved into various arrangements
 - Have chairs for the tables
 - Have electrical outlets
 - Have Wi-Fi
 - Be secured at night for all materials to be left out on walls and tables
 - Allow Olsson access from, at a minimum, 7:30 AM to 7:00 PM
 - Have no other events scheduled to use the space during events (at any time, day or night)

- **Public Engagement Advertisement.** Client will coordinate with city’s website, social media platforms, and other communication outlets to advertise the planning process, including the public survey, visioning workshop, citywide planning charrette, pop-up events, and virtual public open houses. Client will be responsible for posting the content on the city’s website and social media platforms.
- **Additional Pop-Up Events.** Client shall attend additional identified local community events and/or locations to spread the news about the Project and how to participate.

Deliverables:

- One (1) one-minute Project kick-off interview video
- Project website
- Public survey
- Marketing and outreach materials
- Draft of *Appendix B – Where Does Nixa Want to Go?*

Meetings:

- One (1) on-site youth engagement meeting
- One (1) on-site business and development community meeting
- One (1) in-person community pop-up event
- One (1) half-day in-person visioning workshop
- One (1) two-day in-person citywide planning charrette
- One (1) virtual public open house

Total Phase 200 Fee: \$63,500.00

PHASE 300 – PLAN

Olsson will create a series of actionable, draft recommendations in the form of goals, policies, and framework plans. Draft recommendations plan will address land use, development and redevelopment, economic development, transportation (multimodal), parking, placemaking, community character, equity, recreation, arts, culture, public facilities, services, sustainability, resiliency, and other topics as deemed necessary. The comprehensive plan document will be illustrative, including annotated plan graphics and photographic imagery.

Client’s Responsibilities:

- None

Deliverables:

- Draft of recommendations sections (to include a Future Land Use map)

Meetings:

- None

Total Phase 300 Fee: \$28,000.00

PHASE 400 – REFINE

Client will provide a single PDF file formatted document of comments for draft recommendations to be addressed.

Olsson will host a final virtual CPSC and TC meeting to gather feedback on the draft plan.

Following the final CPSC and TC meeting, the draft comprehensive plan will be posted on Project website for virtual public review. Draft comprehensive plan will be available for a set amount of time with interactive software that allows public to directly comment on the document.

Based on the final virtual CPSC and TC meeting and virtual public review period, Olsson will submit a revised draft plan for use at City Leadership Work Session #2. Olsson will present at and facilitate the work session.

Client will provide a single PDF of requested changes to the comprehensive plan, prior to draft the implementation plan.

Client Responsibilities:

- Single PDF file formatted document of initial city staff member comments for draft recommendations
- Single PDF file formatted document of compiled list of requested edits based on virtual public review period, final CPSC and TC meeting, and City Leadership Work Session #2

Deliverables:

- Draft comprehensive plan public review portal
- Revised draft plan (for use at City Leadership Work Session #2)

Meetings:

- One (1) final virtual CPSC and TC meeting
- City Leadership Work Session #2

Total Phase 400 Fee: \$14,000.00

PHASE 500 – STRATEGIZE

Olsson will develop supporting implementation strategies for recommendations in the form of policies, programs, projects, and policies. Olsson will draft the final section – implementation action plan – and submit to Client for review.

Client will provide a single PDF file formatted document of comments on implementation strategies to be addressed.

Olsson will submit a revised, complete, and final comprehensive plan. Olsson will present the final comprehensive plan virtually at one Planning & Zoning Commission meeting and in-person at one City Council meeting for consideration of adoption.

Client Responsibilities:

- Single PDF file formatted document of final city staff member comments for implementation strategies

Deliverables:

- Final Nixa Comprehensive Plan in PDF file format, including appendices

Meetings:

- One (1) virtual Planning & Zoning Commission adoption hearing
- One (1) in-person City Council adoption hearing

Total Phase 500 Fee: \$4,000.00

PHASE 600 – SUSTAIN

Olsson will provide the Client with a final invoice for Scope of Services items, transfer final files to Client, and transfer ownership and maintenance of the Project website to Client.

Client Responsibilities:

- None

Deliverables:

- Website transfer materials

Meetings:

- None

Total Phase 600 Fee: \$1,000.00

TOTAL SCOPE OF SERVICES \$150,000.00
(Includes expenses)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: July 2023
Anticipated Completion Date: July 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional / Practice Leader	\$ 376.00
Office Leader / Sr Project Manager	\$ 289.00
Senior Project Manager	\$ 289.00
Client Relationship Manager / Industry Expert	\$ 289.00
Team Leader	\$ 249.00
Technical Leader	\$ 211.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 149.00
Assistant Engineer	\$ 126.00
Senior Scientist	\$ 191.00
Project Scientist	\$ 147.00
Associate Scientist	\$ 123.00
Assistant Scientist	\$ 100.00
Senior Planner	\$ 193.00
Project Planner	\$ 147.00
Associate Planner	\$ 124.00
Assistant Planner	\$ 102.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 152.00
Associate Landscape Architect	\$ 128.00
Assistant Landscape Designer	\$ 105.00
GIS Specialist	\$ 152.00
Systems Specialist	\$ 151.00
Senior Architect	\$ 198.00
Project Architect	\$ 159.00
Associate Architect	\$ 131.00
Assistant Architect	\$ 109.00
Design Manager / Technical Manager	\$ 175.00
Design Associate	\$ 140.00
Senior Technician	\$ 114.00
Associate Technician	\$ 96.00
Assistant Technician	\$ 84.00
Commissioning Technical Manager / Manager	\$ 242.00
Commissioning Agent	\$ 212.00
Commissioning Senior Technician	\$ 180.00
Commissioning Associate Technician	\$ 154.00
Commissioning Assistant Technician	\$ 128.00
Stormwater Compliance Senior Specialist / Leader	\$ 196.00
Stormwater Compliance Specialist / Sr Coordinator	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Project Senior Coordinator	\$ 131.00
Project Coordinator	\$ 100.00
Accounting Senior Specialist	\$ 166.00
Administrative Manager / Sr Specialist	\$ 114.00
Administrative Specialist/Sr Coordinator	\$ 107.00
Administrative Coordinator	\$ 95.00
Administrative Assistant	\$ 72.00
Public Engagement Specialist / Sr Coordinator	\$ 133.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction, Drilling, and Special Inspections/Materials Testing will be provided as an Appendices, as needed.

Olsson 2023 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$140.00 - \$463.00
Project Manager	\$129.00 - \$254.00
Project Professional	\$104.00 - \$237.00
Assistant Professional	\$71.00 - \$173.00
Designer	\$90.00 - \$210.00
CAD Operator	\$59.00 - \$133.00
Survey	\$56.00 - \$181.00
Construction Services	\$49.00 - \$254.00
Administrative/Clerical	\$47.00 - \$159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.