



CITY of NOVI CITY COUNCIL

**Agenda Item E
July 9, 2018**

SUBJECT: Approval to award professional services contract to MKSK for assistance in developing two new zoning districts for the City West and Pavilion Shore Village areas to promote the recommendations in the City's Master Plan in the amount of \$27,000, and to concurrently amend the budget in the amount of \$27,000, subject to final review and approval of form by the City Manager's Office and City Attorney.

SUBMITTING DEPARTMENT: Community Development, Planning *Barb*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$27,000
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$27,000
LINE ITEM NUMBER	101-807.00-816.000

BACKGROUND INFORMATION:

The Planning Commission adopted the 2016 Master Plan on July 26, 2017. Two key areas studied as a part of the Master Plan process for new development and/or redevelopment are referred to as City West and Pavilion Shore Village. The Master Plan established a vision for each of these areas. In order to implement these visions, Zoning Ordinance Text Amendments are needed to establish standards to define proposed uses and development standards. Outside assistance from a Planning Consultant has been sought, with comments for each area following the brief description of these two areas.

City West

This Master Plan area is located along both sides of Grand River Avenue, east of Beck Road as illustrated in gold/grey striped area on this map:



This land use is designated to accommodate a mix of uses in a dense, walkable setting. It is anticipated that this area will attract young professionals and empty nesters looking for more dense housing options along with vibrant retail, restaurant, entertainment, and office uses. Typical building heights will range from two to five stories. Additional building height, up to ten stories, is envisioned along the I-96 frontage. This may require structured parking and enhanced pedestrian linkages will be important. A system of local and collector streets will be established to connect sites and provide additional parking. Ground floor retail, restaurant, and entertainment uses are envisioned throughout the area, and should be included in structured parking to maintain an interesting, continuous street life for pedestrians.

It is anticipated that a new overlay zoning district will be established for this area. The consultant is suggesting that individual meetings be held with key property owners and City staff, in order to receive input and additional ideas on the development of this ordinance language.

Pavilion Shore Village

The intersection of Old Novi Road and Thirteen Mile Road is the second Master Plan area identified for development and or redevelopment:



The Master Plan envisioned that redevelopment of this area could establish a unique sense of place at the corner of Old Novi Road and Thirteen Mile Road by providing housing and commercial uses that are inspired by the natural and recreational features of the park and lake. The site is surrounded on the east and west by medium-density residential development. To the north is Pavilion Shore Park, on the south shore of the 670-acre all-sports Walled Lake. The current land area encompasses a total of 8 acres, which includes 41% vacant, 28% commercial/office, 20% single-family residential, and 11% roadway.

Given the proximity to the lake and residential nature of the area, housing is envisioned in either two- to three-story mixed-use buildings oriented to Thirteen Mile and Old Novi Roads or as one-story "cottage court" style homes. Smaller, market-rate housing units, either for sale or rent will offer unique housing for young professionals and empty-nesters.

Commercial uses could tap into the needs of the active and passive parks and recreation users, and offer related goods and services.

The consultant suggests that a form-based zoning ordinance would be appropriate to include some design standards and graphics for what the ordinance would allow. Due to recent public interest, the consultant is suggesting a public workshop with the neighborhood and key property owners as the process gets underway.

Process moving forward

Due to the workload in the department, and the strong interest from the development community in establishing standards for these districts, outside assistance from a Planning firm is needed to assist in preparing the text amendments. A local Planning Consultant, Brad Strader, Principal from the firm MKSK, has provided the attached statement of understanding of the work requested, and a cost estimate. Planning Staff believes that what has been presented is a reasonable estimate for the outside work with review and logistics to be handled by City staff.

Once started, the intent would be to complete the work within 120 days. Due to the strong public interest in development at this time, if applicants choose not to wait for the ordinance language to be drafted, reviewed by the Planning Commission at a public hearing, and then reviewed by the City Council for consideration and possible approval, applicants may proceed under the current zoning, or request a rezoning (with or without a Planned Rezoning Overlay) and seek to move forward with development projects sooner.

RECOMMENDED ACTION: Approval to award professional services contract to MKSK for assistance in developing two new zoning districts for the City West and Pavilion Shore Village areas to promote the recommendations in the City's Master Plan in the amount of \$27,000, and to concurrently amend the budget in the amount of \$27,000, subject to final review and approval of form by the City Manager's Office and City Attorney.

May 22, 2018

Ms. Barbara McBeth
City Planner
City of Novi
45175 Ten Mile Road
Novi MI 48375

RE: CITY WEST AND PAVILLION SHORE VILLAGE ZONING OVERLAYS OR FORM-BASED CODES

Ms. McBeth,

We have prepared this proposal at your request. The project is to develop a zoning district for the City Center West and Pavilion Shore Village areas to promote the recommendations in the City's New Master Plan. This is based on a review of the Master Plan, discussions with you and Lindsay Bell, a review of the two districts and our experience in preparation of zoning ordinances and form-based codes.

The proposed process, number of meetings and associated costs is shown on the attached table. The cost for such projects is variable depending upon the number of meetings and revisions needed. We can add or delete tasks as needed. There could be economies of scale of the meetings with the Planning Commission and City Council could cover both districts on the same night. But my experience is that the preferred sequencing rarely happens. So I have shown them running separately to be conservative.

City West. This includes an afternoon of meetings with property owners and city staff, then development of a district outline for approval before we draft the text. As discussed, for consistency and efficiency, we would use the Town Center District as a base. We see this one as being fairly straight-forward as a new overlay zone. Estimated cost is just over \$10,000 plus expenses.

Pavilion Shore Village. This one is anticipated to be more involved. We have included a public workshop with the neighborhood and key property owners, which could be held in the neighborhood at the park pavilion. Based on our past experience, we may need an additional public meeting and a roundtable discussion or interviews with potential developers. Such additional tasks would need to be agreed upon and would be charged on a time and materials basis. We have shown some additional meetings with the Planning Commission was well, compared to the City West District. We envision this district to be more of a form-based one, including some design standards and graphics to illustrate what is allowed. We may not however want to use a separate "Regulating Plan" since might add too much complexity; our approach is to work within the framework of the existing ordinance organization and procedures as much as possible. Estimated cost within the assumptions noted is \$16,000 plus expenses. This cost would increase if we have additional meetings, revisions, need to conduct in the field measurements, create more graphics etc.

For both districts, we assume that the city staff will handle meeting logistics, circulation of the drafts to reviewers, assembly of one set of comments from officials and city staff to ease discussion and direction on edits, public notices and any changes to the zoning map. In addition, city staff to make contacts and schedule the stakeholder meetings and arrange to use the park pavilion or another location for the Pavilion Shores Neighborhood workshop (if that is desired).

Thank you for the opportunity to respond to your request. If you have any questions, please feel free to contact me.

Sincerely,
MKSK

Brad Strader, PTP, Principal
bstrader@mkskstudios.com, 248.867.8942

Cost Derivation Sheet

Certified Labor Rates

1. Project Management and team/client communications

City West Zoning Overlay

Prepare code template per Master Plan, Town Center District as a guide
 Stakeholder interviews (one afternoon)
 Revised outline, meeting with City staff same day as interviews
 Prepare draft zoning language (anticipated overlay)
 Discuss any comments with City staff, revise draft
 Present draft at Planning Commission public hearing (presentation prep)
 Revisions if needed
 City Council meeting (1 included)
 (4 meetings shown)

Estimated Cost for City West Zoning District

Pavillion Shore Village

Based on Master Plan, Prepare Outline alternative zoning approaches memo/questionnaire for city staff
 Meeting with City Staff (could have same day as roundtable)
 Roundtable discussion w/ owners/potential developers (optional)

Public open house, potentially at the Pavillion (city to handle logistics)
 Prepare draft zoning overlay or special district or form-based code
 Study session with Planning Commission (optional)
 Public Hearing with Planning Commission
 Revisions to draft (assume one set of revisions needed)
 2nd Meeting with Planning Commission (if needed)
 Additional revisions (assume minor or city staff to edit directly)
 Meeting with City Council (1 included)
 (assume six meetings/workshops)

Estimated Cost for Pavillion Shore Village Zoning Solution

LABOR COSTS BY PERSON

TOTAL LABOR COSTS

TOTAL ESTIMATED COST FOR BOTH DISTRICTS INCL EXPENSES

Estimated Expenses (mileage for , printing)

TOTAL ESTIMATED COST

Estimated cost for additional meetings (assumes some coordination and preparation time, a two hour meeting, quick followup with city staff).
 Would be billed hourly + expenses.

MKSK		
B Strader	J Goodwyn	Jr Planner
\$ 190	\$ 140	\$ 102
2		
2	6	4
5		
2		2
2	4	12
2		2
4		4
2	4	8
4		2
25	14	34
\$ 4,750	\$ 1,960	\$ 3,468
		\$ 10,178
4	6	8
2		
5		4
5		12
5	6	24
4		4
4		4
2		6
4		
1		4
4		
40	12	66
\$ 7,600	\$ 1,680	\$ 6,732
		\$ 16,012

		\$ 640
		\$ 26,830

\$ 1,000

CONTRACT FOR PROFESSIONAL SERVICES

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 _____, whose address is _____, (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. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due fifteen (15) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project

plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an usually extensive or complicated review or project.

The attached Schedule A also contains an enhanced fee in the event the City requires an expedited project plan reviews. However, the provisions set forth above for late delivery shall apply to expedited reviews if not delivered on time.

- C. 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.
- D. 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.
- E. 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.
- F. 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 sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: 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 A, 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 A. 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, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

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. Entire Agreement. 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. Compliance with Laws. 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. Assignment. 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. Third Parties. 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. Notices. 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:
 - Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
 - Consultant:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- H. Waivers. 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. Jurisdiction and Venue of Contract. 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. Conflict. 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:

Date: _____

Date: _____

City of Novi ("Client"):

By: _____
Robert J. Gatt, It's Mayor

By: _____
Cortney Hanson, Its Clerk

WITNESS:

Date: _____
872363

("Consultant"):

By: _____
_____, Its _____

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for assistance in developing two new zoning
districts for the City West and Pavilion Shore Village areas is authorized:

	INCREASE (DECREASE)
General Fund	
APPROPRIATIONS	
Community Development - Building	
Other Services and Charges	27,000
TOTAL APPROPRIATIONS	<u>\$ 27,000</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (27,000)</u></u>

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 July 9, 2018

Cortney Hanson
City Clerk