



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: January 4, 2021

Prepared By: Jon Oliphant, AICP, Planning & Development Director

Agenda Item: Resolution – Agreement for Planning Services for the Washington Comprehensive Plan

Explanation: The City of Washington applied for and was awarded a Statewide Planning & Research (SPR) grant by IDOT earlier this year. The project, tentatively titled the City of Washington Collaborative and Comprehensive Land Use, Economic Development, and Transportation Plan, is one of the City Council's top priorities and is included in the current FY 20-21 budget. Per the terms of the SPR program, the grant will cover 80% of the total project cost up to \$160,000 while the City is responsible for its 20% local share.

Staff recently issued a Request for Proposals (RFP) after IDOT approved the grant agreement. The agreement went into effect on October 1 and the project must be completed by September 30, 2022. It is anticipated to take about 15 months to complete. Staff received a great response to the RFP and interviewed four of the teams that submitted. Staff recommends entering into an agreement with a team that would be led by Civic ArtWorks. The President of the firm is Zach Borders, who is originally from Washington and frequently returns to the area. Other partner firms would be RATIO (architecture, land use planning, preservation, and landscape architecture), Gewalt Hamilton Associates (transportation planning), Campbell Coyle (demographic and market analysis), and Carrico Illustration (design). This is a strong team that has been put together that will provide great assistance with the creation of a plan.

While comprehensive plans cover all of the city limits and 1.5-mile extraterritorial planning jurisdiction, particular emphasis will be given to the Business 24 corridor, the area near Nofsinger and US 24, and future development on Freedom Parkway and Lakeshore Drive. Significant infrastructure improvements are planned within each of these areas in the near future. Preliminary public outreach is anticipated in the first quarter of 2021 with the initial open house to likely be held virtually in March or April given the restrictions on larger gatherings due to COVID-19.

Fiscal Impact: The agreement would have a not-to-exceed cost of \$182,750, which includes up to \$2,000 in reimbursable expenses. The SPR grant covers 80% of the cost, so the City's share would be \$36,550.

Recommendation/

Committee Discussion Summary: This project has been supported by the City Council both through the FY 20-21 budget and the 2020-22 Council Goals.

Action Requested: Approval of the attached resolution and agreement at the January 4 City Council meeting.

RESOLUTION NO. _____

(Adoption of this resolution would execute an agreement between the City of Washington and a team led by Civic ArtWorks for professional planning services regarding the Washington comprehensive plan)

**A RESOLUTION EXECUTING AN AGREEMENT FOR COMPREHENSIVE
PLANNING SERVICES**

WHEREAS, the City of Washington and Civic ArtWorks seek to enter into an Agreement for Planning Services regarding the Washington comprehensive plan; and

WHEREAS, the City of Washington previously was awarded a Statewide Planning and Research (SPR) grant from the Illinois Department of Transportation for an 80% cost share of the project up to \$160,000; and

WHEREAS, the comprehensive plan will address, among other topics, future land use, transportation, and economic development goals and priorities in the city limits and the City's 1.5-mile extraterritorial planning jurisdiction; and

WHEREAS, the total cost of the project is estimated at a not-to-exceed total of \$182,750. The City of Washington has previously budgeted for and pledges to pay up to \$36,550 for the project, which is the required 20% local match for the SPR grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS**, as follows:

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Planning Services between the City of Washington and Civic ArtWorks regarding the City's comprehensive plan.

PASSED AND APPROVED THIS _____ day of _____, 2020.

AYES _____

NAYS _____

Mayor

ATTEST:

City Clerk

December 16, 2020

Ray Forsythe
City Administrator

Jon Oliphant
Director of Planning & Economic Development

City of Washington
301 Walnut Street
Washington, Illinois 61571

Re: City of Washington Comprehensive Plan

Ray & Jon,

Thank you for selecting the Civic ArtWorks led team and allowing us to collaborate alongside City staff and the community to complete the *Plan of Washington*, a new comprehensive plan for the City of Washington. As requested, the following constitutes our understanding of the Scope of the Project, desired Planning & Design Services and the associated deliverables based on our initial proposal and interview:

PROJECT SCOPE

A new Comprehensive Plan is needed to reflect the community's current needs and future opportunities while creating a framework to guide local decision making. The Plan will be grounded in innovative design thinking focused on achieving the community's vision for its future.

The new Plan will provide insight into how to best leverage Washington's current assets and potential to achieve an authentic character and meet quality of life goals. It will serve as a guide for pursuing development and redevelopment opportunities in key locations throughout the city. In all instances, current best practices and industry standards will be utilized in order to advance the community's vision.

Priorities to be addressed include:

- Community Engagement
- Economic Development / Redevelopment
- Neighborhood Health
- Housing Opportunities
- Commercial / Industrial Areas
- Complete Streets / Multi-modal Transportation Options
- Infrastructure Capacity
- Implementation Strategies & Tactical Action

DESIGN TEAM

Civic ArtWorks

- Project Management;
- Civic Engagement (in-person & digital)(lead);
- Placemaking - Planning & Design (lead);
- Streetscape Design (lead);
- Implementation Strategy & Tactical Action (support)



DESIGN TEAM (cont.)

RATIO

- Civic Engagement (in-person)(support);
- Placemaking - Planning & Design (support);
- Streetscape Design (lead);
- Landscape Architecture (lead);
- Demographic & Market Analysis (support);
- Implementation Strategy & Tactical Action (support)

Gewalt Hamilton Associates

- Transportation Planning & Design (lead);
- Civil Engineering & Infrastructure Analysis (lead);
- Streetscape Design (support);
- Implementation Strategy & Tactical Action (support)

Campbell Coyle

- Demographic & Market Analysis (lead);
- Land Development Best Practices (lead);
- Implementation Strategy & Tactical Action (lead)

Carrico Illustration

- Real-time Workshop Visualizations (lead);
- Plan Renderings (lead)

DESIGN & PLANNING SERVICES

We propose a 15-month project schedule, culminating in the adoption of a new comprehensive plan for the City of Washington. Each task will culminate in a City staff review period that lasts approximately two weeks. Project schedule, approach, and deliverables are as follows:

Task 1 // Data Collection, Existing Inventory Investigation, & Plan Development

Schedule

January - February 2021 (8 weeks)

Approach

The team will initiate a kick-off meeting with City staff to set expectations and gain a better understanding of local government / administration's perspective. Team members will consider this information as they study existing conditions, including past plans and policies that have been shaping the community to this point. A public engagement strategy will be generated to encourage widespread participation and guide interactions with different community personas to ensure all voices are heard and utilized in the furtherance of the Plan.

Deliverables

- Existing Conditions Report / Analysis of Applicable Comprehensive Plan Datasets
- Summaries of Previous Plans & Reports
- Civic Engagement Strategy
- Meeting Minutes



Task 2 // Stakeholder Interviews & Community Surveying

Schedule

February 2021 (4 weeks)

Approach

The Team will develop meaningful ways for participants to share their viewpoints regardless of the medium (in-person or digital). Key stakeholders, identified in the Civic Engagement Strategy, will be interviewed to gain insights about specific issues and opportunities. The Team will utilize the Municipal digital app to connect with residents, business owners, and visitors alike. At their own pace, participants will be able to share their own ideas for bringing about positive change in Washington and make them publicly available in order to garner validating support and feedback from others. Collectively, initial community input and existing conditions will help shape the Plan Vision, Goals, and Objectives that will be issued as a draft statement.

Deliverables

- Key Stakeholder Interviews
- Documentation of all community interactions (meeting minutes; recordings when possible/acceptable)
- Plan Vision, Goals, & Objectives Statement (DRAFT)(memo format)

Task 3 // Community Open House No. 1

Schedule

March - April 2021 (8 weeks)

Approach

A community-wide meeting will be planned and conducted to introduce the Team, Plan tasks / schedules / deliverables, and receive pointed input from attendees RE: Plan Vision, Goals, and Objectives, and make an invitation/ issue calls-to-action for their future involvement in the process. Given circumstances related to COVID-19, this meeting may be held online. The Team will work with City staff to determine the best way to conduct the Open House given a variety of digital tools including the Municipal app.

Deliverables

Community Open House No. 1 (planning / execution)
Community Open House No. 1 (documentation)

Task 4 // Draft Plan

Schedule

May - August 2021 (16 weeks)

Approach

The Team will begin to develop the land use, transportation, economic aspects and sub-area schemes for the plan. After listening closely to City staff, key stakeholders, and community members, goals and strategies to implement them will be generated and go through a series of feedback loops to get to a point where concepts for key areas can emerge and then illustrated to better communicate potential outcomes. Simultaneously, the structure of the Plan itself will start to take shape.

The team will conduct what we hope will be an on-site workshop presented in a quick and iterative charrette style (minus the conventional, multi-day, format). David Carrico of Carrico Illustration will help visualize possible physical characteristics of development nodes, critical stretches of the Business 24 corridor, and the nature of additional (some new) building typologies. In some instances, these illustrations will represent phased or incremental approaches to new development to align with the market realities and projections the team develops. The resulting graphics will be the foundation for the final illustrations that will be featured in the plan and can be used for publicity purposes in order to draw more members of the community to Open House No. 2.



Deliverables

- Draft Land Use Content
- Draft Transportation Content
- Draft Economic Content
- Draft Sub-Area Plans
- Draft Key Implementation Areas
- On-site Workshop (planning / execution)
- On-site Workshop (documentation)

Task 5 // Community Open House No. 2

Schedule

September 2021 (4 weeks)

Approach

Similar to Open House No. 1, the Team will develop an agenda that involves multiple ways in which the community can learn about the Plan's progress and provide feedback. Pending circumstances related to COVID-19, the event will be in-person and will include a presentation featuring progress made by the Team -- key findings and resulting recommendations and accompanying illustrations and diagrams to better communicate them to the community. Following the presentation, the community will be able to interact directly with team members representing Plan features so they can learn more and provide input. The Team will document these interactions and ensure they are vetted and addressed in the Plan as it heads toward completion.

For those unable to attend the Open House, the Municipal digital app will provide them with a way to view progress, add validating support to key elements and post their feedback that will be considered alongside that which was collected at the Open House.

Deliverables

- Community Open House No. 2 (planning / execution)
- Community Open House No. 2 (documentation)
- Refinement/confirmation of key implementation areas

Task 6 // Implementation Activities

Schedule

September - December 2021 (16 weeks)

Approach

Our team is committed to the implementation of any plan we develop, especially one that comes ahead of Washington's bicentennial in 2025. Beyond the celebratory nature, the power of this milestone to rally a community around a vision and fuel its implementation should be leveraged. As the Plan takes on its final shape, the team will identify calculated approaches and activities that will power implementation of key areas identified in the draft plan and refined/confirmed by interactions with City staff and the community. The Team will facilitate these approaches and activities that will range from educational programming (i.e. workshops for local developers) for relevant personas (community/regional-based; outside of the community/region) to actual installations (i.e. tactical urbanism that tests placemaking schemes). In each instance, these activities, and the standards they set, will serve as a "proof of concept" that provides additional validity to the Plan.

Deliverables

- Community Open House No. 2 (planning / execution)
- Community Open House No. 2 (documentation)
- Refinement/confirmation of key implementation areas



Task 7 // Final Plan

Schedule

January 2022 - March 2022 (12 weeks)

Approach

After all aspects of the Plan have been developed, community feedback has been collected, and implementation activities have been put in motion, the final draft of the Plan will be generated and prepared for presentation to City Council. The format of the document will be highly user-friendly and enabled for presentation on the web so it is better situated to be revised and evolve over time as conditions change. By having a conventional printed document (as required) and a digital version, the hope is that the Plan will be seen by more community members and opportunities to contribute to its progress will be more obvious and available. This approach, along with the document's content, will be shown to City Council and feedback will be recorded. Following this meeting, the Team will work to craft the final document for formal delivery to City Staff on behalf of the people of Washington.

Deliverables

Twenty (20) bound hard copies and one PDF of the final report and all attachments (i.e. maps, tables, figures, pictures and appendices) will be submitted to City staff.

Dedicated web space for the Plan and functionality that allows for relevant/ongoing interaction with the community.

COMPENSATION

In consideration of the Project Scope, Planning & Design Services, and Schedule we offer a lump sum fee of **\$180,750**. This fee includes reimbursables.

REIMBURSABLE EXPENSES

Expenses attributable to your project will be invoiced as a Reimbursable Expense at 1.10 times the item's expense. Expenses may include:

- Drawing Reproduction / Photographic Reproduction
- Copying
- Renderings
- Supplies
- Mailing/Express Mail
- Mileage / Lodging / Meals / Auto Rental / Travel Per Diem
- Agency Reviews & Fees
- Other (approved) Miscellaneous Expenses

We estimate reimbursable expenses will not exceed **\$2,000**. We will only invoice for expenses incurred in the interest of the project and will provide back-up receipts with our invoicing as required. Any monies remaining within this estimate at the completion of the project will revert back to the client in full.

ADDITIONAL SERVICES

Any additional services beyond the identified Planning & Design Services, which the City may request, will be invoiced at the hourly rate of the personnel assigned to the task. If an additional service is requested, we will prepare a written proposal, identifying our services and compensation, for your review and approval prior to initiating the requested services.



CIVIC ARTWORKS

PAYMENT SCHEDULE

Invoices will be sent monthly and shall be in proportion to services performed. Payment is due upon receipt. Amounts unpaid thirty (30) days after being received will bear interest at one and one half percent (1 1/2%) per month accrued. The Team shall maintain records showing actual time devoted and costs incurred, and shall permit the City to the records of the relevant team members for work done pursuant to this Agreement.

ABANDONMENT

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

EXHIBIT A

The parties further agree that "Exhibit A Additional Terms to Project Agreement" (found on the following pages) are expressly incorporated as a material term to this agreement.

Please review this proposal and if all is in order, return an executed original for our file. If you have any questions, do not hesitate to contact me directly. We look forward to working with you on the Plan of Washington.

Sincerely,



Zach Borders
Founder // Director of Planning & Design
Civic ArtWorks, Inc.

Authorization to Proceed:

Designated Representative
City of Washington

Date

PROJECT AGREEMENT

CIVIC ARTWORKS



EXHIBIT A ADDITIONAL TERMS TO PROJECT AGREEMENT

RIGHTS TO WORK PRODUCT AND PRE-EXISTING WORKS

The City owns all rights, including without limitation all associated intellectual property rights, in all deliverables, documents or other tangible items, including any inventions, innovations, improvements, other works of authorship, and other derivative works that arise therefrom and intellectual property therein or related thereto, conceived, developed or provided by Civic ArtWorks in the course or as a result of performing services on behalf of the City (the "Work Product"). Notwithstanding the foregoing, any pre-existing works that are utilized in connection with performing services on behalf of the City and that were created by Civic ArtWorks or third parties outside the scope of performing services on behalf of the City, including the pre-existing know-how, methods, techniques and proprietary tools of Civic ArtWorks (the "Pre-existing Works") shall continue to be owned by Civic ArtWorks or such third parties. Any Pre-existing Works to be delivered to the City as a part of the Work Product shall be identified in this Scope of Project. Civic ArtWorks hereby grants to the City a non-exclusive, perpetual, fully paid, royalty-free license to utilize the Pre-existing Works in connection with the Work Product. Civic ArtWorks warrants that the Work Product and the Pre-existing Works will not infringe or otherwise violate the intellectual property rights of any third party.

WORKS-MADE-FOR-HIRE.

Civic ArtWorks agrees that any and all Work Product shall be deemed to be works made-for-hire within the meaning of the copyright laws of the United States. In the event that any such Work Product shall be deemed for any reason not to be a work-made-for-hire, then Civic ArtWorks hereby assigns, transfers and conveys to the City all right, title and interest in the Work Product, including, but not limited to, all related worldwide patents, patent applications, copyrights, trademarks, trade secrets, rights of reproduction, derivative works and any and all other rights of whatever kind or nature. Civic ArtWorks agrees to execute any further documents and to perform any further acts, at the City's expense, as may be necessary to perfect the foregoing assignment and to protect and perfect the City's rights in the Work Product.

TERMINATION

In the event Civic ArtWorks fails to meet any deadline or schedule provided in this Scope of Work, then the City shall have the right to terminate its engagement of Civic ArtWorks by providing ten (10) days prior written notice of termination; Notwithstanding the foregoing, in the event Civic ArtWorks cannot perform any of its obligations because of any act of God, court order, fire, riot, war, pandemic, governmental order, or any other cause not within the control of Civic ArtWorks (a "Force Majeure Event"), then Civic ArtWorks shall: (i) immediately notify the City; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of thirty (30) business days, the City may terminate its engagement of Civic ArtWorks by providing written notice to Civic ArtWorks.

Upon receipt of a notice of termination, Civic ArtWorks shall cease to perform additional services under this Scope of Work and shall deliver any and all Work Product developed or in the process of being developed under this Scope of Work. Final payment for services performed through the effective date of termination shall be made by the City within thirty (30) days after the later to occur of: (i) all Work Product developed or in the process of being developed under this Scope of Work has been delivered to the City; and (ii) issuance of a final invoice by Civic ArtWorks to the City.



INDEPENDENT CONTRACTORS

The relationship of Civic ArtWorks with the City will be that of an independent contractor, and nothing in this Scope of Work should be construed as creating a partnership, joint venture, or employer-employee relationship. Other than as provided in this Scope of Work, Civic ArtWorks will have sole discretion to determine the manner, method, and means of performing services on behalf of the City. The City may not control, direct, or otherwise supervise the assistants or employees of Civic ArtWorks in the performance of services under this Scope of Work. Civic ArtWorks will supply all tools, equipment, and supplies required to perform the services under this Scope of Work.

INDEMNIFICATION

Civic ArtWorks shall indemnify, defend and hold the City and its employees and agents (collectively, the "Indemnified Parties"), harmless from and against any claim, suit or proceeding asserting that the Work Product and the Pre-existing Works infringe or otherwise violate the intellectual property rights of any third party or alleging the violation of any federal, state, or local laws or regulations by Civic ArtWorks in the course of performing services under this Scope of Work (either, a "Claim"), and Civic ArtWorks shall pay all damages and costs awarded against and reasonable expenses incurred by the Indemnified Parties in connection with such Claim, including reasonable attorneys' fees.

ATTORNEY'S FEES

The prevailing party shall be entitled to recover attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of this Scope of Work; or (b) successfully defending all or part of any state or federal court lawsuit or other action that a party may file against the other party and/or any individual in their capacity as an owner, employee, or agent of such other party.

