



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into by and between City of Marshall whose address is 344 West Main Street, Marshall, MN 56258 and SRF Consulting Group, Inc. whose address is 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406; who are the parties.

### RECITALS

1. City of Marshall seeks to enter into an agreement for the purposes of providing professional services for the Marshall Comprehensive Plan (the "Project"), subject to the terms and conditions of this Agreement.
2. SRF Consulting Group, Inc. represents it is qualified to furnish the services according to the provisions of this Agreement and SRF's Scope of Work and Cost Summary ("SRF's Proposal"), attached and incorporated as **Attachment 1**. For purposes of this Agreement, City of Marshall is defined as the "Client" and SRF Consulting Group, Inc. is defined as "SRF."
3. Therefore, it is agreed:

### AGREEMENT

#### ARTICLE 1: SERVICES / SCOPE OF WORK.

- (a) SRF shall provide the Services described in SRF's Proposal (collectively "Services"). Services not set forth in **Attachment 1** are Additional Services. Except as already noted in **Attachment 1**, SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client's authorized representative.
- (b) SRF agrees to perform Services in accordance with the terms and provisions set forth in this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been furnished to SRF and made part of this Agreement.
- (c) SRF will perform all professional Services in a manner consistent with the care and skill ordinarily used by members of SRF's profession practicing under similar conditions at the same time and general location (the "Standard of Care"). SRF makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with SRF's Services. SRF will re-perform any Services not meeting this Standard without additional compensation.
- (d) Any changes in Services to be performed by SRF requires an amendment ("Amendment") to this Agreement and will not be effective until it has been executed and approved by the Parties. A memo to either Party indicating changes is not legally binding and is not sufficient to make the changes.
- (e) SRF agrees that in the performance of the Services herein, SRF shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices and shall obtain any permits or licenses necessary for its operations.

#### ARTICLE 2: CONTRACT REQUIREMENTS.

- a) **Government Data Practices and Intellectual Property Rights.** SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or



disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

- b) **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, SRF consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations.
- c) **Workers Compensation.** SRF certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. SRF's employees and agents will not be considered the Client employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Client's obligation or responsibility.
- d) **Records – Availability and Retention.** SRF's shall comply with [Minn. Stat. § 16C.05](#), Subd. 5 as it applies to audits, availability, and record retention associated with this Agreement for at least 6 years after the end of the Agreement:
  - (1) Books,
  - (2) Records,
  - (3) Documents,
  - (4) Accounting procedures, and
  - (5) Accounting practices of SRF, its subcontractors, or suppliers
- e) **Regulatory Changes.** SRF shall be compensated for changes in the Services necessitated by the enactment or revisions of codes, laws or regulations that are made applicable to the Project subsequent to execution of this Agreement, and its time for performance shall be extended if the changes(s) result in delay to the Project Schedule. Such changes shall be made by an Amendment pursuant to this Article.
- f) **Affirmative Action.** SRF agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). SRF agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- g) SRF shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. SRF agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#).



### ARTICLE 3: CLIENT OBLIGATIONS.

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF's Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF's Services, the work, or in the performance of any contractor; and (4) provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

### ARTICLE 4: TERM OF AGREEMENT; PERFORMANCE SCHEDULE.

- (a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8. The obligation to perform the Services per the Standard of Care which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- (b) SRF shall comply with all time requirements and deadline dates described in **Attachment 1**. Notwithstanding the foregoing, this is not a warranty or guarantee and in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

### ARTICLE 5: KEY PERSONNEL.

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF Key Personnel: Stephanie Falkers  
Client Key Personnel: Ilya Gutman

### ARTICLE 6: CONSIDERATION AND PAYMENT.

- (a) SRF will be paid on an hourly basis in the amounts set out in the Cost Summary of **Attachment 1**. The total obligation of the Client for all compensation and reimbursements to SRF shall not exceed **\$64,955.00**.
- (b) For reimbursable expenses, the compensation shall be the actual expense incurred by SRF and SRF's subcontractor(s), without mark-up. Requests for reimbursements shall be accompanied by supporting documentation, as well as any documentation of actual costs incurred and paid by SRF in performing the Services hereunder, and such other documentation as the Client may reasonably request.
- (c) It is understood and agreed that Client will not be responsible for payment of any costs incurred by SRF above the then authorized total amount as further set forth in **Attachment 1**.

### ARTICLE 7: INVOICING AND REPORTS.

- (a) SRF shall provide Client with reports summarizing allowable costs associated with this Agreement, including all invoices, on a monthly basis during the term of this Agreement.



- (b) SRF shall submit monthly progress report forms prescribed by the Client.
- (c) The Client will make undisputed payments no later than thirty-five (35) days' after receiving SRF's invoices for Services performed.
- (d) The Client shall not withhold amounts from SRF's compensation to impose a penalty or liquidated damages on SRF, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless SRF agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

#### **ARTICLE 8: TERMINATION AND SUSPENSION.**

- (a) **Termination by Client.** Client may terminate this Agreement at any time, with or without cause, by providing ten (10) days' written Notice of Termination to SRF pursuant to the requirements as set forth in Article 10. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.
- (b) **Termination for Insufficient Funding.** The Client may immediately terminate this Agreement if it does not obtain funding from the State, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The Client is not obligated to pay for any Services that are provided after Notice and effective date of termination. However, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed to the extent that funds are available. The Client must provide SRF notice of the lack of funding within a reasonable time of Client's receiving that notice.
- (c) **Suspension.** If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

#### **ARTICLE 9: - OWNERSHIP AND USE OF DOCUMENTS.**

- (a) The Client owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Agreement and for which SRF has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." "Works" includes Documents. "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by SRF, its employees, agents or subcontractors, in the performance of Services under the terms of this Agreement.. Reuse or modification of the SRF's Documents in any manner, or authorization of reuse or modification by others, without the SRF's professional involvement will be at the Client's sole risk and without liability to SRF.
- (b) This Agreement does not affect the ownership of each Party's pre-existing, intellectual property. Each Party further acknowledges that it acquires no rights under this Agreement to the other Party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.



**ARTICLE 10: NOTICES.**

Any notice required under this Agreement shall be in writing and addressed to the primary point of contact (“POC”) as designated by both Parties at the address provided by both primary POC’s. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

**ARTICLE 11: CONTROLLING LAW AND VENUE.**

The laws of the state of Minnesota govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, is in state or federal court with competent jurisdiction in the county where the Project is located.

**ARTICLE 12: LIABILITY AND INDEMNIFICATION.**

- (a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client from and against any and all liability for claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent the same is proximately caused by the negligent or wrongful acts, errors, or omissions of SRF or of anyone acting under its control in its provision of Services under this Agreement.
- (b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is otherwise entitled by state statute to which statutory tort limits apply.
- (c) SRF and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- (d) Notwithstanding any other provision of this Agreement, SRF shall not be in breach of this Agreement nor shall it be liable to Client for any losses or damages of any type, including, without limitation, consequential or incidental damages or damages for lost profits, arising from delays or changes in the Services due to any act or neglect of Client or its employees.
- (e) Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event").. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.
- (f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.



**ARTICLE 13: CONTRACTUAL RELATIONSHIP.**

No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.

**ARTICLE 14: REPRESENTATIONS.**

- (a) SRF has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any representative of the Client with a view toward securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (b) SRF will not contract with subcontractors, vendors or supplier who are currently suspended or debarred or have a suspension or debarment end date within the past three years by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. SRF represents and warrants that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency.

**ARTICLE 15: INSURANCE.**

- (a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

Worker's Compensation:	Minnesota Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease (Policy Limit) \$1,000,000 Disease (EA Employee)
Commercial General Liability:	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury.
Business Automobile Liability:	\$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
Professional Liability:	Professional Liability Insurance providing coverage for all claims SRF may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to SRF' professional services performed under this Agreement. Minimum limits of liability shall be: \$2,000,000 Each Claim \$2,000,000 Annual Aggregate
Umbrella/Excess Liability	An Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.



- (b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.
- (c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

**ARTICLE 16: PROHIBITION AGAINST ASSIGNMENT.**

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

**ARTICLE 17: OTHER.**

- (a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- (b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.
- (c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.
- (d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.

**ARTICLE 18: SERVICES AND CONTRACT DOCUMENTS.**

- (a) This Agreement includes the following documents which are incorporated and attached to this Agreement:

Attachment 1: SRF's Proposal

- (b) SRF shall insert all or some part of a term and condition that is required or necessary to be so included in all lower-tier subcontracts and shall require all lower-tier subcontractors to comply with such provisions for the duration of their respective subcontracts.

**ARTICLE 19: INTERPRETATION.**

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.



**ARTICLE 20: SIGNATURES.**

The individual signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the Parties for whom they sign. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

**ARTICLE 21: ELECTRONIC SIGNATURES.**

Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

**SRF CONSULTING GROUP, INC.**

(with delegated authority)

Signed:

Printed Name: Paul Martens

Title: Chief Financial Officer

Date:

**CITY OF MARSHALL**

(with delegated authority)

Signed:

Printed Name: Robert Byrnes

Title: Mayor

Date:

**Attest:**

Signed:

Printed Name: Kyle Box

Title: City Clerk

Date:

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# Marshall Comprehensive Plan Scope of Work

## TASK 1: WHERE ARE WE NOW?

**CITY STAFF COMMITMENT:** In this very important phase of the project, SRF will work with City staff and the Planning Commission to kick off the project, initiate the public engagement process, and “brand” the project for easy recognition by the public and stakeholders.

This task involves the review of existing and past planning documents and studies, and review and analysis of Marshall data from the State Demographic Center, US Census sources, and other relevant sources. The outcome of this phase of plan development is to document the current characteristics of the city and show how it has changed, both physically and demographically. This task will result in an updated Community Profile document. City staff will help the SRF team to easily access all relevant studies and plans, in addition to local data not electronically available. City infrastructure/utility staff will be available to discuss water and sewer system capacities and plans, as well as planned transportation projects.

### TASK 1.1: CITY STAFF KICKOFF MEETING

Early in the planning process, SRF will meet with City staff to kick-off the plan update. This task is intended to provide an opportunity to kick-off the Comprehensive Plan Update for both the consultant team and City staff. This task includes a day of meetings and a city tour to kick-off the project, collect data, and learn from each other. The kick-off process includes hour long meetings with various department heads and staff groups and dedicated time for a virtual tour of the City with the City’s project manager. This provides an opportunity to share the planning process with all staff, understand their expectations, and gather initial input. These meetings will be held in person, following applicable social distancing and other COVID-19 guidelines. The SRF team will work with the City’s project manager to identify the groups to meet with for this process. An agenda and data needs list will be prepared for each meeting.

The first meeting will be with the City’s project manager to refine the public participation plan and to discuss and document staff expectations regarding channels of communication, project management, and staff/consultant roles and responsibilities, project approach, data provided by the City, other sources of data, scheduling of Task Force meetings, and possible timing of public engagement events.

### TASK 1.2: COMMUNITY PROFILE AND EXISTING PLAN REVIEW

This task is focused on the gathering of a range of existing conditions data that helps to tell the story of Marshall’s history and current conditions. Demographic data will be collected and reviewed to understand the current and historic populations of Marshall using a range of available data sources. The release of initial 2020 Census data is anticipated during this planning process and will be woven into our efforts as it is released. Physical data about Marshall will also be mapped, such as existing boundaries, land use, natural features, natural and man-made barriers, historic districts, and public facilities using available GIS data and other data sources. This effort will also include the review of the existing land use map with coordination and support from City planning staff. Data collected during this task will inform the issues and opportunities for each plan element and will provide a baseline of information for long-range planning to be built upon.

Our team will also work to establish an idea of “where can the city go” by exploring projections for population, housing, workforce, and employment growth through the 20-year planning horizon of the plan. Updated

projections are anticipated within the 2020 calendar year and will be used to create estimates for the Comprehensive Plan Update. Projections will help the planning team understand the scale and character of potential growth and change, and its impact on land use, housing, redevelopment, and other aspects of the Comprehensive Plan.

The project team will also review planning documents completed in the last twenty years. These documents provide important information about the City's various systems and the goals and recommendation of these plans should be woven into the planning process. Our review of these documents will identify goals and implementation actions that should be carried into the Comprehensive Plan Update. The existing plans that will be reviewed include, but are not limited to:

- Comprehensive Infrastructure Planning Study
- Comprehensive Housing Action Plan
- Downtown Redevelopment Plan
- Marshall – Ryan Field Airport Brochure
- Marshall Housing Study
- Marshall Lyon County Retail Trade Analysis Report
- Marshall Comprehensive Housing Needs Analysis Report
- Hotel Market Study
- EDA Annual Report

### TASK 1.3: TASK FORCE MEETING #1

The first virtual meeting of the Task Force will be used to kick-off the planning process. This meeting will provide an opportunity for the SRF team, City staff, and Task Force members to review the overall scope and timeline of the planning effort, discuss roles and responsibilities, and explore initial issues and opportunities.

This virtual meeting also provides an opportunity to define a “brand” for the planning process. In our experience, it can be advantageous to create a brand for the plan early on. Branding the plan can help add needed interest to the process, making advertising simpler with a unique name or phrase recognition. The comprehensive plan brand can build upon the city's existing brand – *Cultivating the Best in Us*.

## TASK 2: WHERE CAN WE GO?

Once the understanding of the community's history and current conditions is built, it provides an opportunity to explore future recommendations and a long-range vision. This task will focus on understanding how the City of Marshall can grow and develop within the planning horizon. This will be done by exploring issues and opportunities within the community.

**CITY STAFF COMMITMENT:** Assistance in obtaining local data that may be available to help fine-tune the projections. Initial review and input on the community survey and engagement event questions prior to vetting with the Task Force.

### TASK 2.1: PROJECTIONS

Our team will work to establish an idea of “where can the city go” by first building projections for population, housing, workforce, and employment growth through the planning horizon (both 20 and 30 years can be applied). We will take existing studies into consideration (e.g., retail trade and housing market analyses), update

economic information and reach out to labor market analysts at the MN Department of Employment and Economic Development to make sure we understand labor market dynamics and possible implications for the plan. Projections will help the SRF team, city staff, and the public to understand the scale and character of potential growth and its impact on land use, housing, redevelopment, and other aspects of the comprehensive plan.

## TASK 2.2: TASK FORCE #2

We will meet virtually with the Task Force to present and gather feedback on the following deliverables. These deliverables will be provided to the Task Force in advance of the meeting so that members can come to the meeting well-prepared for discussion.

- Community Profile & Projections Review
- Draft Survey Questions
- Engagement Event Planning

## TASK 2.3: COMMUNITY SURVEY

An early community survey is an opportunity to engage residents at an early stage and gather initial feedback about their likes, dislikes, and hopes for the City of Marshall. SRF will review the results of recent public engagement activities and will draw upon community surveys SRF has prepared for other communities. Questions will also be generated as a result of discussions with City staff and the Task Force regarding more recent and relevant issues in the community. We will prepare a draft and final survey tailored to Marshall. The draft survey will be reviewed by City staff and the Task Force before finalization. The survey will be aimed at gathering input from the public regarding growth and development, community character, quality of life, aesthetics, economic issues, services, and other aspects of life that will contribute to the Comprehensive Plan. The survey will be disseminated via an online engagement tool such as Survey Monkey. Additionally, physical surveys can be developed and distributed to engage community groups that may need another option for engagement. SRF staff will work with the City to disseminate information about the survey, and the planning process in general, through social media channels, newspaper ads, email blasts, utility mailings, etc. Additional opportunities to distribute this survey will be explored with the City, including distribution of the survey to specific community groups. This can include the distribution of the survey to schools and community groups. For example, local schools can be immensely helpful in gaining feedback from students, Marshall's potential future residents and workforce.

## TASK 2.4: VIRTUAL ENGAGEMENT SESSION - ISSUES AND OPPORTUNITIES

Early engagement with the public is important to bring awareness of the planning process and to gather key initial input. To engage the public early in the process, we propose an in-person engagement session dedicated to understanding current issues and opportunities experienced by community members and stakeholders. This meeting provides an opportunity for the project team to share information about the Comprehensive Plan Update and gather initial feedback from the group. Various facilitation tools will be used during the open house to ask questions and gather feedback during a live engagement activity. The presentation and activities will also be available after the meeting virtually for those that could not attend. Engagement activities will be tailored to understand what topics are of most concern for the future of community members and what existing opportunities need to be built upon. This input will directly influence additional data collection and the identification of issues and opportunities. Potential questions include:

- What is your favorite place to visit?

- What is your favorite characteristic of Marshall?
- What is your biggest concern for the future?
- What is the biggest contributor to a high quality of life for you in Marshall?
- What recreation elements or features have you seen in other places that you would like to see more of in Marshall?

Input gathered during this work session will be supplemented by the Community Survey.

Multiple promotional efforts will be used to inform the community of the planning effort and encourage participation in both the survey and the first engagement session. The Public Participation Plan (Task 6.2) will solidify the tools to be used, including social media and email blasts. SRF will work with the City of Marshall to distribute a community mailer to promote the planning effort, survey, and first engagement session.

### TASK 2.5: TASK FORCE #3

A third virtual meeting of the Task Force will be used to review the information input collected to date, using it to inform the community vision and goals. The Task Force will be tasked with reviewing the engagement results from the community survey and first virtual engagement session. This will facilitate a discussion of the draft community vision and goals.

## TASK 3: WHERE DO WE WANT TO GO?

**CITY STAFF COMMITMENT:** Assistance in the development of the vision and goals of the plan, ensuring that they are representative of community input and desired direction of the community.

### 3.1: VISION AND GOALS

The development of a vision statement, goals, and policies is an important initial step in the planning process. These guiding statements will continue to be refined throughout plan development. This task includes the development of goals and policies for the Comprehensive Plan. These statements set the framework for the City of Marshall's Comprehensive Plan because they are intended to be referenced again and again, over the years, to determine if zoning tools, development standards, development applications, funding applications, land use plan amendments and other actions and decisions are consistent with the City's long-term vision. The outcome of the planning process can lead to updates to the zoning ordinance, subdivision regulations, funding applications, or City initiatives. It is important that the goals and policies of the plan support follow-up implementation measures.

Vision, goals, and policies should be practical for use by City of Marshall staff, officials, developers and the public. The SRF team will review the 1997 vision statement, goals, policies, and recommendations to identify completed goals and areas for future growth. Based on the information gathered in prior tasks, combined with our review of the current plan's goals and policies, we will prepare a draft vision statement and draft goals and policies for the Comprehensive Plan Update. We suggest that the initial version remains a work in progress throughout the development of the draft plan, to ensure that public input, future land use decisions, and plan strategies are reflected in the final wording of these guiding principles.

This task also provides an opportunity to identify the issues and opportunities experienced by community members and stakeholders to provide an understanding of where the City is now and where the City can go.

## 3.2: TASK FORCE #4

A fourth virtual meeting of the Task Force provides an opportunity to solidify the draft vision and goals of the comprehensive plan and to discuss plan element analysis and updates.

## TASK 4: HOW DO WE GET THERE?

**CITY STAFF COMMITMENT:** City infrastructure/utility staff assistance in gauging the ability and cost to support potential redevelopment/growth areas. Staff assistance in identifying appropriate images for the visual preference survey exercise. Staff insight into current policies and activities that are effective and those that have not.

### TASK 4.1: PLAN ELEMENTS AND ANALYSIS

This task includes the various planning and analysis efforts to inform the updates to the Comprehensive Plan. Tasks range from the creation of a planned land use map, inventorying community facilities and services and public facilities, reviewing preservation needs, and economic development planning. The analysis completed for each plan element will include a range of tasks to define recommendations and outcomes. These tasks may include GIS mapping activities to display plans and outcomes, research to understand available funding programs and tools, or the calculation of future needs. Through these efforts, appropriate updates will be made to the plan elements identified and described below.

#### *Land Use Analysis and Plan for Future Development*

The land use plan element will include a review of existing land uses using the data collected in earlier tasks and explore future land use opportunities throughout the community. The team will explore opportunities to update the future land use plan to align with the new goals established in this planning process and the other plan elements.

Our planners will work with City staff and the task force to identify potential redevelopment/growth areas and identify potential development types. This effort will factor in analysis completed for the other plan elements to ensure adequate services and facilities are considered. To take reviewers through this process, we will select areas of potential change (new growth areas and/or redevelopment areas) and provide an array of different land uses (i.e., varying residential densities, commercial intensities, etc.) with associated photos from the community and nearby communities to show what realistically could be developed in the future. A tool to help communicate the different land use patterns and gather input are visual preference posters.

#### *Community Facilities and Services Analysis*

The community facilities and services element will review existing community facilities and service provisions throughout the community. This task will require coordination with City staff to understand the existing system information, including needed improvements and known deficiencies. The analysis completed with this element will strive to identify gaps in service and identify recommendations for future investments.

#### *Economic Development Analysis*

The economic development element will focus on existing and future economic activities from a range of data sources. Projections will be considered for community employment totals, aligning with the overall community projections identified in Task 2. Tools and resources will be reviewed to assist the City with identifying opportunities to diversify the economic climate and support local entrepreneurship.

### *Public Facilities Analysis*

The public facilities element will review existing publicly owned facilities within the community, cataloging the ownership, location, and purpose/service offering. An important element of the public facilities within Marshall are the parks and open spaces. These facilities are locations that community members identify with and contribute to the overall quality of life. This task will require coordination with City staff to provide accurate existing conditions information. The analysis of this plan element will explore gaps in facility offerings and locations, serving as an important tool for the update of the land use plan.

### *Cultural and Environmental Development Factors*

The cultural and environmental development factors element will review existing resources and policies throughout the community, and will identify existing and future maintenance, preservation, and restoration efforts. The results of this analysis will be a key component for updating the future land use plan, ensuring that preservation efforts are maintained. Existing inventories of these resources will be developed with the assistance from City staff and other planning documents.

## **TASK 4.2: ORDINANCE ANALYSIS**

The Comprehensive Plan is developed to serve as a guiding document for land use and zoning decisions for the future of the community. An analysis of the existing ordinance in coordination with the updated Comprehensive Plan provides an opportunity to identify needed updates and amendments to the ordinance to align with the policy guidance of the plan. In this task, our planners will review the City's existing zoning ordinance and provide an assessment of needed updates or additions to the plan that will help the City achieve the vision of the Comprehensive Plan.

## **TASK 4.3: ENGAGEMENT SESSION - PLAN ELEMENT FOCUS GROUPS**

The second public engagement opportunity of the process will look to gather specific feedback on the direction and recommendations of the plan elements and future implementation actions. Focus group meetings will be used to gather community groups and organizations on specific topics within the plan. A total of four focus groups will be held to inform the planning process. A specific group of attendees will be invited based on the chosen topic. For example, a housing focus group may include local real estate professionals, developers, and large tract property owners.

The four focus groups will use a similar format, including a 90 minute meeting to present an overview of the planning process and discussion time on the selected topic. These focus groups are intended to gather specific insight and feedback from community groups on plan recommendations and implementation activities. The SRF team will work with the city's project manager and the Task Force to identify the four topics and an invite list. The meetings will be held virtually with opportunities for members to attend in person, if desired. The City of Marshall will define a meeting location and will attend in person.

## **TASK 4.4: PLAN ELEMENT SURVEY**

A second survey will be used to gather insight on plan recommendations and implementation actions from community members. This survey will build from the format used for the initial community survey in Task 2.3, and all community members will be invited to provide their insight. This survey will gather feedback to confirm the direction of plan recommendations prior to the development of draft plan. A summary of responses will be created and presented to the Task Force in their fifth meeting.

## TASK 4.5: IMPLEMENTATION

Throughout the planning process, we will work with City staff, the Task Force, stakeholders, and the public to identify policies, regulations, or conditions that have affected the City's ability to implement past plans and strategies. If not addressed, these same factors will undoubtedly be brought forward again in the future relative to the elements of the comprehensive plan.

Implementation measure will be aimed at overcoming barriers to plan implementation, and at guiding efforts of city departments or other entities towards steps that will lead to plan implementation. Implementation measures could include:

- Updates to the ordinance
- Jurisdictional coordination initiatives to strengthen relationships
- Follow-up planning efforts related to transportation, parks, or environmental efforts

The implementation plan will prioritize implementation measures into short, medium, and long-range actions to create a manageable and achievable plan for the city's future. City departments or other relevant entities will be identified to carry out the implementation measures. Approximate levels of City investment necessary to undertake each measure will be considered.

## TASK 4.6: TASK FORCE #5

Our team will reconvene virtually with the Task Force for a fifth meeting to discuss potential implementation actions. Through this effort, the Task Force will review the findings of Tasks 4.1, 4.2, and 4.3 and will work together to craft implementation actions and an overall plan. At this meeting, SRF will also present the outline and intent of the full comprehensive plan as it moves into the final stages.

## TASK 5: PLAN DEVELOPMENT

**CITY STAFF COMMITMENT:** City staff from applicable departments will be able to review the various plan elements and draft plan content. Required noticing for public hearings will be handled by City staff.

### TASK 5.1: PLAN DESIGN

The design and layout of the Comprehensive Plan is an important component of the planning process. The format should provide easy to find and reference information for not only staff and elected officials, but the public and community stakeholders. SRF has developed a range of Comprehensive Plans that can be reviewed with staff to identify a desired plan outline and considerations for format and layout. Our team will assess graphical needs for the plan, including charts, maps, and figures that help to illustrate planning themes and topics. GIS maps, tables, and charts will be used throughout the document.

### TASK 5.2: DRAFT AND FINAL PLAN

Using the data collected and analysis completed through the previous tasks, a draft Comprehensive Plan will be developed. A draft plan will be reviewed by the Task Force and the public. Final plans will be prepared for the public hearing process through the Planning Commission and City Council.

The Comprehensive Plan will consist of a concise compilation of important and relevant plan elements, such as goals and policies, population and employment projections, land use opportunities and constraints, the planned

land use map, growth concept plan, and an implementation plan. The plan is intended to be one that is easy to read and understand and will be referenced on a regular basis by City staff and residents of Marshall.

### **TASK 5.3: TASK FORCE #6**

The final Task Force meeting will involve a review of the draft plan document. Team members will be provided with the document in advance of the meeting in order to come prepared at the meeting to provide comment. SRF will address updates to the plan following the Task Force's input.

### **TASK 5.4: FINAL OPEN HOUSE**

A final virtual open house and online engagement opportunity will provide an overview of the draft plan. These efforts will provide an overview of the plan for the community and allow for comments to be received prior to finalization. This virtual engagement opportunity is intended to connect the public with the draft plan, prior to adoption, allowing for any initial comments and concerns to be addressed. During this process, SRF will identify how the issues and opportunities identified from the early public engagement were used to guide the development of the draft plan element. This helps to build a consensus with the public and stakeholders that their input was heard and used to inform the process. A virtual open house will be used to share the draft plan and gather community input and feedback. Similar to the other online engagement efforts, live discussion will occur during the meeting and a recording will be available via the project website for later viewing. A public comment period will remain open following the open house to gather additional feedback prior to adoption.

Specific promotional efforts will be used to encourage public participation in the open house, as defined within the Public Participation Plan. SRF will work with the City of Marshall to distribute a community mailer noting the availability of the draft plan for review and promoting the final open house.

### **TASK 5.5: REVIEW AND APPROVAL**

The SRF team will finalize the Comprehensive Plan by addressing staff, Task Force, and public comments. The final City of Marshall Comprehensive Plan Update will be prepared for the adoption process through the Plan Commission and Common Council.

Stephanie Falkers will support City staff with meeting preparation and attendance of the public hearings for the Plan Commission and Common Council for the adoption of the Comprehensive Plan.

## **TASK 6: PROJECT MANAGEMENT**

Our team believes that successful projects are those in which all team members work together towards a common goal, communicate effectively, and do what is necessary to meet the needs of the client and the project. At the same time, the project manager must be able to receive, evaluate and disseminate information in an appropriate and timely manner. The team's project manager, Stephanie Falkers, AICP, will be the primary contact for the City of Marshall throughout the process.

**CITY STAFF COMMITMENT:** This task includes ongoing project management. City staff will provide review and comments in response to draft consultant planning products. Staff will need to make local data easily accessible for consultant use. Logistical support in assembling project task force meetings and public meetings will be expected. Throughout the project, at least one city staff person will attend all Task Force meetings and public meetings. Additionally, City staff will assist with the publishing of website and social media content throughout the project process.

City staff will also be responsible for making appropriate updates to the City Council, Planning Commission, and Economic Development Authority throughout the planning process. SRF will assist with the development of content for these updates as needed.

### **TASK 6.1: PROJECT MANAGEMENT**

This task includes coordinating the project team, monitoring schedule and budget, and providing monthly progress reports. Stephanie will ensure open communication regarding project milestones and deliverables throughout the project process. Oversight and assistance will be given by Joni Giese, ASLA, AICP, as the project principal. Effective project management is important to the success of a complex project such as a comprehensive plan update.

We recognize the importance of communication between the consultant and the City to ensure the project is delivered on time and within budget. We will provide bi-weekly updates on project status via phone and email to review the progress of the plan’s development. We will also provide monthly progress reports via email. This task also includes monitoring of the project budget, schedule, and review of project invoices.

### **TASK 6.2: PUBLIC PARTICIPATION PLAN**

Early in the planning process, SRF will solidify a Public Participation Plan (PPP) that identifies all public engagement opportunities of the Comprehensive Plan Update, along with roles, responsibilities, and actions for each event to be carried out. The PPP will be reviewed by City staff and the Task Force in Task 1 to ensure that the plan effectively engages all groups and informs the planning process. The PPP will identify specific outreach efforts and opportunities that will be used to promote the engagement activities, including social media, utility mailers, and public access TV opportunities. Considerations for virtual engagement will be highlighted, and opportunities for in-person engagement can be included if desired by the City.

### **TASK 6.3: PROJECT WEBSITE AND SOCIAL MEDIA**

A critical component to the planning process is the dissemination of project updates and deliverables to the public and community groups. SRF will work with the City to create a Comprehensive Plan website that can be seated within the City’s existing website to provide information about the planning process. This will be used as a one-stop shop for Comprehensive Plan Information. SRF will provide updated information and language throughout the planning process to be available on the website.

Additionally, SRF will work with the City and other community organizations to maintain a social media presence throughout the planning process. Social media outlets provide an opportunity to disseminate information and advertise for upcoming engagement activities.

### **TASK 6.4: PLANNING COMMISSION AND CITY COUNCIL UPDATES**

The Planning Commission and City Council are important parts of the plan development process, as they will be tasked with implementing the plan after it is completed. To provide opportunities to connect with the planning process, four presentations will be made (two to the Planning Commission and two to the City Council) during the to provide updates and gather insight. These presentations will be held during the regularly scheduled meetings and will last no longer than 30 minutes. SRF will participate in these updates virtually. The SRF team will work with the city’s project manager to identify when these updates will be given.

## **ADDITIONAL TASKS**

The following tasks were included in the original proposal but are not included as part of the contracted scope of work. Through an amendment process, the City may add these tasks to the contract as desired. Additional meetings may also be added as noted below. The associated costs for these additional tasks are included in the following pages.

## ADD ALTERNATE ELEMENTS AND ANALYSIS

In addition to the plan elements described in Task 4.1, four plan elements were identified as “add alternates” within the RFP. These four elements are key components of the City’s infrastructure and should be considered as part of long-range land use planning. However, additional analysis and policy development for these four elements are discussed within this task, with separate budget estimates included for each.

### *Transportation Analysis*

The transportation element will verify existing and proposed transportation facilities within the community. The goals and implementation actions defined within past transportation planning efforts and analyses will be woven into this element. Additionally, regional and state priorities will be explored and discussed. The future transportation needs will be reviewed with the land use plan to ensure future planning is in alignment for all elements.

### *Utilities and Other Infrastructure Analysis*

The utilities and other infrastructure plan element will identify existing service offerings within the community and an understanding of the quality of existing infrastructure. Working closely with City staff, this element will identify needed improvements and barriers or opportunities for future system expansions. This element is a key consideration for the future land use plan, looking to ensure that adequate and efficient services can be extended into defined growth areas.

### *Housing Analysis*

The housing element will utilize the 2008 Housing Study and 2015 Marshall Comprehensive Housing Needs Analysis Report to understand historic housing trends and needs for the community. This will provide a baseline understanding for current trends and forecasts to be considered upon. The results of the housing analysis and need identification will be aligned with land use planning and development tools to ensure that the proper planning is in place to support the community’s housing goals.

## ADDITIONAL MEETINGS

The Scope of Work outlines meeting types and quantity discussed for the completion of the Comprehensive Plan. However, additional meetings may be amended to the contract at the City’s desire. The following meeting types may be considered.

- **Task Force Meeting:** This includes an additional meeting of the Comprehensive Plan Task Force beyond the six identified in the scope of work. This would include the preparation of an agenda and materials, attendance and meeting facilitation, and the development of meeting minutes.
- **Stakeholder/Council Presentation:** This meeting format would include the preparation for and presentation at a stakeholder or City Council meeting. It is assumed that presentations for these meeting types would be no longer than 30 minutes.
- **Public Meeting:** This meeting includes an additional engagement opportunity for the public on the Comprehensive Plan. As noted for the other engagement opportunities, considerations for both in-person and virtual engagement would be defined to respond to public health guidelines. This task

includes the preparation of materials and advertisements, meeting facilitation, and summary preparation.

- **Focus Group Meeting:** This task includes a meeting of local stakeholders or groups on a specific topic or with a specific stakeholder group. The planning team would identify a specific invite list and prepare meeting materials for the specific topic to be discussed. This task includes the preparation of an agenda and materials, attendance and meeting facilitation, and the development of meeting minutes.

# Meeting Summary

The following table summarizes the meeting identified in the scope of work. As noted, additional meetings may be amended into the contract at the City’s discretion. The intended audience and meeting format (virtual or in-person) for each meeting are identified below.

Task	Meeting	Intended Audience	Format
1	Kick-Off Meetings and City Tour	City staff and leadership	In-Person
1	Task Force Meeting #1	Task Force	Virtual
2	Task Force Meeting #2	Task Force	Virtual
2	Issues and Opportunities Engagement	Public and Stakeholders	In-Person*
2	Task Force Meeting #3	Task Force	Virtual
3	Task Force Meeting #4	Task Force	Virtual
4	Plan Element Focus Groups	Community Groups	Virtual**
4	Task Force Meeting #5	Task Force	Virtual
5	Task Force Meeting #6	Task Force	Virtual
5	Draft Plan Open House	Public and Stakeholders	Virtual**
5	Planning Commission and City Council Hearings for Adoption	Commission and Council	Virtual
6	Planning Commission and City Council Updates (4 total)	Commission and Council	Virtual

\*The in-person public engagement opportunity will include opportunities for the public to participate virtually to provide opportunities to provide feedback outside of the in-person event.

\*\*The virtual public engagement opportunities may include hybrid meeting opportunities which include in-person engagement. At this time, in-person engagement would be facilitated by City staff.

# Schedule

The following process diagram provides the overall timeline for the planning process. Task 1 is anticipated to begin in June of 2021 and the process is anticipated to be completed in May of 2022.



# Cost Summary

The following table outlines the costs associated with each task described within the Scope of Work. The fee estimate associated with the additional tasks described are also provided for reference.

Task	Labor Hours	Total Cost
1 – Where are we now?	90	\$9,254
2 – Where can we go?	77	\$8,426
3 – Where do we want to go?	29	\$3,214
4 – How doe we get there?	189	\$19,937
5 – Plan Development	163	\$17,061
6 – Project Management	63	\$6,741
<b>Total</b>	<b>611</b>	<b>\$64,633</b>
<b>Expenses</b>		
Postage	Bulk Mailing Costs (Lump Sum)	\$252
Printing	200 copies @ \$0.35	\$70
<b>Total Expenses</b>		<b>\$322</b>
<b>Total</b>		<b>\$64,955</b>

## ADD ALTERNATE TASKS

The following cost estimates were included within the original proposal for additional add on tasks. These tasks are not included within the Scope of Work but may be amended into the contract at the city’s discretion. Additional meeting costs have also been identified in the table below, including costs for both in-person and virtual formats.

Task/Add Alternate	Labor Hours	Expenses	Total Cost
Transportation Analysis	32	\$0	\$3,170
Utility Analysis	28	\$0	\$2,750
Housing Analysis	31	\$0	\$3,144
<b>Task/Add Alternate</b>	<b>Labor Hours</b>	<b>Expenses</b>	<b>Total Cost</b>
Virtual Task Force Meeting	11	\$0	\$1,296
In-Person Task Force Meeting	20	\$ 170.00	\$2,562
Virtual Stakeholder/Council Presentation	11	\$0	\$1,394
In-Person Task Force Meeting	16	\$ 170.00	\$2,260
Virtual Public Meeting	31	\$0	\$3,404
In-Person Public Meeting	38	\$ 170.00	\$4,372
Virtual Focus Group Meeting	15	\$0	\$1,696
In-Person Focus Group Meeting	20	\$ 170.00	\$2,562