

RESOLUTION # 25 (2024-2025)

RESOLUTION APPROVING CONTRACT FOR
UPDATING CITY OF SLATER ZONING MAP

Whereas, the City is planning to complete an update to the Comprehensive Plan in the near future; and

Whereas, the City needs to update the City of Slater Zoning Map in order to plan for growth off the existing conditions; and

Whereas, Snyder and Associates has presented a scope of work (see attached) for such updating of Slater's Zoning map. In an amount not to exceed \$6,000.00; and

Now, therefore, be it resolved by the city council of the city of Slater, Iowa:

Section 1. That the attached proposal is hereby accepted

Section 2. That the Mayor and City Administrator/Clerk are hereby directed to execute contract with Snyder and Associated for the updating of the City of Slater's Zoning map. .

PASSED AND APPROVED, this 9th day of December 2024.

Taylor Christensen, Mayor

ATTEST:

Jennifer Davies, Administrator/Clerk



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS _____ day of _____, 2024, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Slater, 101 Story Street, Slater, Iowa 50244** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Slater Zoning Map Update
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Snyder Scope & Fee Exhibit

Exhibit B Snyder 2025 Fee Schedule Exhibit

_____ (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: Mark A. Land Digitally signed by Mark A. Land, P.E., CFM
Date: 2024.11.22 14:01:19 -06'00'
(Authorized agent)

(Printed or typed signature)

Mark A. Land, P.E., CFM, Vice President
(Printed or typed signature)

Route executed copy to: **JAK**



EXHIBIT A

SLATER ZONING MAP UPDATE

CLIENT: CITY OF SLATER
101 STORY STREET
SLATER, IOWA 50244

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

DATE: NOVEMBER 21, 2024

PROJECT DESCRIPTION

The City of Slater desires to update the City Zoning Map. This updated map will reflect previously approved zoning ordinances and make necessary corrections to accurately reflect applicable zoning.

SCOPE OF SERVICES

- I. PROJECT ADMINISTRATION
 - A. PROJECT COORDINATION – The PROFESSIONAL will maintain regular communication with the CLIENT regarding project status and findings. If work is not progressing in a manner to comply with the anticipated completion date, the PROFESSIONAL and the CLIENT will develop an action plan to reduce or eliminate any delays in completing the project in accordance with the agreed upon schedule.
 - B. KICK-OFF MEETING - Conduct a kick-off meeting with CLIENT. Meeting may be held virtually if agreed to by CLIENT. Items to be discussed include known zoning map errors, identify ordinances or documents necessary to review, and confirm proposed timeline of map updates.
 - C. DATA COLLECTION - Snyder & Associates, Inc shall review all zoning ordinances as far back as identified by the CLIENT to check for missing or incorrect zoning on the existing zoning map. CLIENT will provide current map information to the PROFESSIONAL. The PROFESSIONAL shall coordinate with the CLIENT to determine if there is any missing data in the current map and update the map, as necessary.

PROFESSIONAL will provide a database to CLIENT identifying all changes made to the zoning map.

- II. DRAFT MAP – PROFESSIONAL will create an updated draft zoning map. The PROFESSIONAL will consult with CLIENT to address comments and final edits.
- III. FINAL MAP & DELIVERABLES - The scope of services shall be complete upon completion of zoning map updates and delivery of the following items to the satisfaction of the CLIENT:
 - Electronic copy of the Final Report.
- IV. SCHEDULE - The PROFESSIONAL is ready to begin work immediately upon notice to proceed. A project completion date will be a date mutually agreed upon between CLIENT AND PROFESSIONAL.
- V. COMPENSATION - The professional service fee will be on the basis of a Lump Sum as outlined below. Additional services can be added on an hourly basis or an agreed additional lump sum calculated from the PROFESSIONAL’S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit B.

Project Task	Lump Sum
Task I – Map Audit & Ordinance(s) Review	\$4,000.00
Task II –Map Updates	\$2,000.00
Total	\$6,000.00

Total fees for services shall not exceed the above total without approval of the CLIENT. If the PROFESSIONAL anticipates that actual costs will exceed estimated costs, or additional services are necessary, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it Services will be invoiced monthly in the amount of the percentage complete of the above services.



Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>