CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Contract for Professional Services – Neighborhood Development Corporation

DATE: September 21, 2015

Resolution - Approving Professional Services Agreement

FINANCIAL IMPACT: The cost for Neighborhood Development Corporation (NDC) to perform strategic planning research is $27,500. All costs for these services will be paid from Account #4086.75.820.6.7920 (Valley Junction Plan/Design/Study).

BACKGROUND: This fiscal year's budget includes $200,000 for a Valley Junction Plan. In support of that effort, staff has had conversations with Polk County Supervisor Angela Connolly and Neighborhood Development Corporation (NDC) about their potential role in the project. Through this professional services agreement, NDC will be providing information on the attitudes, awareness, and use of Valley Junction through various surveys with the intent of determining how NDC may be able to work in the area regarding future construction projects. This information will also be used to further inform the yet-to-be chosen consultant for the Valley Junction Master Plan about the Valley Junction area as they form recommendations for future steps in the Area.

OUTSTANDING ISSUES: None

RECOMMENDATION: Staff recommends that that the City Council approve the resolution for the professional services agreement.

Lead Staff Member: Naomi Hamlett, AICP, Planner

STAFF REVIEWS

Department Director	Clyde E. Evans, Community & Economic Development Director CEE
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinki, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed	N/A		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

WHEREAS, the Valley Junction Plan has been determined to be a needed project for the City to undertake;

WHEREAS, funding is available for Valley Junction Strategic Planning Research as part of the Valley Junction Master Plan;

WHEREAS, the Community & Economic Development Department has obtained a written proposal from Neighborhood Development Corporation to do the work for $27,500;

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the agreement with Neighborhood Development Corporation for the cost indicated above is hereby approved;

BE IT FURTHER RESOLVED that the Mayor is authorized to sign and the City Clerk is directed to attest to his signature.

PASSED AND APPROVED this **21st** day of **September, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Consulting Contract
Valley Junction Strategic Planning Research

Between the **City of West Des Moines** ("Client") and the **Neighborhood Development Corporation** ("Consultant) this _____ day of _____ 2015.

1. **Work to be performed:** See attached Consultant proposal dated August 11, 2015.

2. **Compensation:** The total costs for this contract are **$27,500.00,** as described in the Consultant proposal dated August 11, 2015. The Client shall pay the Consultant a deposit of **$7,500.00** within 30 days of acceptance of this Agreement; and the **remaining $20,000.00** within 60 days of receipt of the final report.

3. **Independent Contractor Relationship:** The Consultant's relationship with the Client will be that of an independent contractor. Nothing in this agreement is intended to, or should construed to, create a partnership, agency, joint venture, or employment relationship. No part of the Consultant's compensation will be subject to withholding by the Client for the payment of social security or any federal, state, or other employee payroll taxes.

4. **Ownership of the Work:** The Consultant agrees that all work prepared by them, or in conjunction with others, in connection with the performance of the services pursuant to this Agreement shall be the sole property of the Client. The Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, and memoranda.

5. **Confidentiality**

   5.1 Definition of Confidential Information: Subject to Iowa Code Chapter 22, "Confidential Information" as used in this Agreement shall mean any or all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of the Client and includes, without limitation, Client property and Client's research, financial information, purchasing, business forecasts, sales and merchandizing, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations: The Consultant agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, the Consultant shall neither use nor disclose the Confidential Information. The Consultant may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of the Client.

5.3 Exclusion from Nondisclosure and Nonuse Obligations: The Consultant's obligations under Section 5.2 with respect to any portion of the Confidential Information that the Consultant can demonstrate: (a) was in the public domain at or subsequent to the time such portion was communicated to the Consultant by the Client; (b) was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to the Consultant by the Client; or (c) was developed by Consultant independently of and without reference to any information communicated to the Consultant by the Client. A disclosure of Confidential Information by the Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant shall provide prompt written notice thereof to the Client to enable the Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Iowa. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Iowa, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Iowa, such personal jurisdiction shall be nonexclusive.

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.3 Injunctive Relief for Breach. The Consultant agrees that their obligations under this Agreement are of a unique character that gives them particular value; The Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law;

and, in the event of such breach, The Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

City of West Des Moines

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

Neighborhood Development Corporation

Glenn Lyons, Executive Director

Valley Junction
Strategic Planning Research Proposal

Neighborhood Development Corporation

Revised: August 11, 2015

Context

The City of West Des Moines is initiating revitalization efforts in the Valley Junction neighborhood. While the revitalization program has yet to be fully structured, the expectation is that the program will include:

- A research phase,
- A strategic planning phase, and
- An implementation phase.

The intent of the revitalization effort would, among other things, be to increase commercial and residential investment in the neighborhood.

NDC and the City have been in discussions concerning the various roles that NDC could play in assisting in the revitalization effort. The following proposal responds to one of those possible roles.

The Assignment

NDC proposes to undertake an Awareness, Attitude, and Use (AAU) study for Valley Junction. To this end NDC, with assistance from its consulting team, will:

- Design and undertake a survey intended to test the public's awareness, attitude, and use of the 5th Street commercial area and their interest in living in the Valley Junction neighborhood in the future.

- Explore these themes with three consumer focus groups, each representing a potential target market niche; (e.g. young singles and couples, empty nesters, and another potential market niche as yet to be determined).

- Discuss the results of these investigations, in a focus group setting, with neighborhood and community leaders that will be involved in the revitalization process; and

- Summarize the results of the survey, focus groups, and their implications for neighborhood revitalization in a written report.

The results of the investigations will be of use to:

- The revitalization planning team;
- Neighborhood residents, businesses, and property owners;
- The City of West Des Moines; and
- Existing and potential future investors.

The Neighborhood Development Corporation

The Neighborhood Development Corporation (NDC) is a non-profit 501 (c) (3) corporation that specializes in neighborhood revitalization projects in Greater Des Moines. Incorporated in 1999, NDC has undertaken a series of development projects, including historic commercial building renovations and new commercial, residential and mixed use developments. NDC projects include the following:

- The Temple Block, a historic mixed-use building renovation, on 6th Avenue in Des Moines, recently sold to a local investor;
- The Wherry Block, a historic mixed-used building renovation, also on 6th Avenue;
- Wherry I and II, new one-storey commercial infill buildings, adjacent to the Wherry Block;
- La Placita on East Grand, an integrated complex composed of both renovated and newly developed commercial buildings;
- Madison Flats, a new 27-unit apartment building located on Indianola Avenue in Des Moines, recently sold to a local investor; and
- Sevastopol Station, a new 2-storey, mixed use building located on East 6th Street in Des Moines.

NDC is currently developing three projects with more than 180 residential units on Indianola Avenue and SW 9th in Des Moines. It is also currently undertaking consulting work for local private investors in Clive and Uptown Ankeny, and providing support to neighborhood revitalization efforts along SW 9th, East Grand, and Ingersoll & Grand Avenues in Des Moines.

The Consulting Team

The consulting team will consist of three firms, namely:

- The Neighborhood Development Corporation;
- Revelations Research Solutions; and
- Marketing Matterz.

NDC will function as the lead consultant and project manager, Marketing Matterz will assist in writing the survey instrument, and Revelations Research will manage the focus groups and the numerical survey analysis. All three firms will participate in the broader survey analysis. NDC will then summarize the survey findings and review implications for the forthcoming revitalization strategy.

The principal consultants on the team are:

- Glenn Lyons MCIP, Neighborhood Development Corporation;
- Teresa Grantham PRC, Revelations Research Solutions; and
- Karen Ridings, Marketing Matterz.

Biographies of the consultants are provided at the end of this proposal.

Project Time Frame

This project is expected to take approximately 100 days from the commission date. Work in the first 60 days focus on the survey; the next 30 days will involve the focus groups; and the last 10 days will involve report writing and finalization.

The time frame could be reduced if the survey and focus groups occurred concurrently. This, however, is not recommended because it is proposed that the survey results be used to select the focus group participants, the third consumer group make up, and the questions for focus group discussion.

The Proposed Budget

The proposed budget is $27,500, including all fees and expenses. The client would receive a monthly invoice summarizes fees and expenses incurred, and a budget status report, for the duration of the

project. The $27,500 budget would be a maximum amount that would only change if the client requested additional work that is beyond the scope of the contract. The budget is based upon the following costs:

Proposed Project Budget

NDC	Project Management	$	2,000
	Neigh'd Leaders Focus Group	$	1,876
	Overall Report Writing	$	3,500
		$	**7,376**
Revelations Research	Survey Programming	$	500
	Numerical Survey Analysis	$	2,500
		$	**3,000**
Revelations Research	Focus Group Moderation (3)	$	5,000
	Focus Group Facility Rental	$	1,800
	Focus Group Recruiting etc.	$	4,212
	Focus Group Co-op	$	2,700
		$	**13,712**
Marketing Matterz	Survey Design & Analysis	**$**	**2,500**
Contingency		**$**	**912**
Total Fees & Expenses		**$**	**27,500**

Deliverables

Project deliverables will include:

- A copy of the survey questions and a numerical summary of the results;
- Four focus group sessions, which the client can be witness to; and
- A final written report summarizing the survey results, the focus group discussions, and the implications for strategic revitalization planning in the neighborhood.

Client Participation

The City of West Des Moines will be able to participate in the study in the following ways:

- Discussions with the lead consultant prior to survey design;
- Review of the draft questionnaire;

- Discussion with the lead consultant regarding the selection of the third consumer focus group and the general themes to explore in the consumer focus groups;
- Discussion with the lead consultant regarding the invitation list for the neighborhood and community leaders focus group as well as the themes to explore in that meeting;
- Viewing of all four focus group sessions;
- Review of the draft written report; and
- Discussions with the lead consultant concerning next steps in the revitalization process following completion of the final written report.

Consulting Team Bios

Glenn Lyons has over 35 years' experience as an urban, corporate and strategic planner in the public, non-profit and private sectors. He specializes in downtown and inner city/inner suburban areas. His work is diverse involving community and business area revitalization, urban planning and real estate development, property tax consulting, heritage preservation, non-profit association management, crime prevention, affordable housing development, and teaching.

Glenn has worked throughout Western Canada, and in Arizona and Iowa. He has Masters Degrees in Environmental Design (Urbanism) and Business Administration (Finance) from the University of Calgary. He is a longstanding Member of the Canadian Institute of Planners.

Glenn is currently the Executive Director of the Neighborhood Development Corporation; a non-profit housing and commercial development company that is involved in neighbourhood revitalization efforts in Greater Des Moines. Previous experience in senior management positions includes work with the City of Calgary Planning & Building Department, the Calgary Downtown Association, Newell Group, Deloitte & Touche LLC, Lyons Venini & Associates, the Real Estate Development Institute, the Downtown Tucson Partnership, and the Downtown Community Alliance in Des Moines.

Karen Ridings is President of Marketing Matterz, which is now based in Port Townsend, Washington. She is a marketing strategist, who brings vast cumulative experience to every assignment she works on. Over the years, she has worked across a large range of businesses and organizations including: Apple, Hewlett Packard, AT&T Wireless, Westin Hotels & Resorts, Alaska Tourism & Marketing Council, Clarke University, various CPA firms, the Greater Dubuque Community Foundation, and the Downtown Community Alliance in Des Moines.

Ridings has a wealth of experience in marketing research, having conducted scores of one-on-one interviews, developed copious survey questions, analyzed hundreds of pages of data which she then turned into relevant information her clients used to make better marketing decisions. Recent assignments involved Des Moines' Operation Downtown Assessment Perception Survey (co-developing the survey, analyzing the results and writing an in-depth follow up report) and developing a web site and blog for a small business.

Teresa Grantham is President and Owner of Revelations Research Solutions. She is an experienced and dedicated professional with more than 20 years' experience owning and operating focus group facilities in the Midwest. Teresa brings the unique combination of savvy project management and research intuition to each project. She leads a cross-functional team of professions adept at fulfilling the most sensitive and hard to reach qualitative projects on a tight timeline.

Her past work includes extensive experience with clients in food promotion, including General Mills, Nabisco, Quaker, Kraft, Keebler and more. She has conducted consumer research, ranging from competitive issues to employee and customer satisfaction. Teresa is a former member of the Board of Directors of the Better Business Bureau.