

June 14, 2015

Yachats Mayor and City Council
P.O. Box 345
Yachats, OR 97498

Re: *Renewal of Agreement for Planner Services*

Dear Mayor and City Council:

This is a request to renew my planner services contract for an additional year. Provided below is a summary of planning services, results of a survey of contract city planner rates, and a request for compensation.

Planning Services

The following list of planning services is divided into two categories: current planning and long-term planning. Current planning includes the day-to-day services provided to people, i.e. property owners, developers, people buying and selling properties, realtors, and appraisers. Long-term planning relates to planning services and projects that are a benefit to the community.

Current Planning

- Property Consultation
- Building Permit Review
- Land Use Application Processing
(Subdivisions, Planned Developments,
Partitions, Property Line Adjustments,
Conditional Uses, Variances,
Nonconforming Uses)
- Flood Plain Administration
- Planning Commission staff liaison
- Planning-related Code Enforcement

Long-Term Planning

- Zoning Ordinance Amendments
- Comprehensive Plan Amendments
- Master Planning
- Concept Design
- Grant Applications
- Urban Renewal
- Project Management

Contract City Planner Rates

A random survey of hourly rates of Oregon cities that contract for planning services was conducted in 2012. Twenty-eight (28) cities responded to the survey. The average hourly rate was \$69.14. A partial update to the 2012 survey shows the average 2015 rate is now over \$71 per hour.

Compensation Request

My current rate is at the lower end of the industry standard although I generally have more experience and believe I provide services beyond that of the typical city planner. I am requesting an increase for the coming fiscal year from \$60.00/hr. to \$65.00/hr. An updated contract with the proposed rate is attached.

If you would like to consider a two year contract I am requesting \$67.50/hr. for fiscal year 2016-17.

I'd be glad to discuss any questions or comments you may have. Thank you for your consideration and I look forward to our continued working relationship.

Respectfully,


Larry Lewis
City Planner

AGREEMENT FOR PLANNER SERVICES CITY OF YACHATS

This agreement is made and entered into on this ____ day of _____, 2015, by and between the City of Yachats, hereinafter referred to as the "City", and Larry B. Lewis, hereinafter referred to as the "Planner".

WHEREAS, City requires municipal planning services; and

WHEREAS, Planner agrees to perform planning services required for City.

NOW, THEREFORE, City and Planner agree as follows:

1. **TERM.** The term of this agreement shall begin on July 1, 2015, and shall continue for one year, renewable on same terms or changed as agreed to by both parties.
2. **SCOPE OF SERVICES.** Planner shall provide services described in Exhibit "A", "Job Description-Yachats City Planner" dated August 7, 2000 and revised effective July 1, 2003, which is attached hereto and made a part hereof.
3. **COMPENSATION.** City shall compensate Planner for services rendered as follows:
 - a. For services rendered:
\$27,040.00 for the year July 1, 2015 through June 30, 2016, payable monthly;
Services are defined in terms of eight (8) hours per week and attendance at all regularly scheduled Planning Commission meetings.
 - b. In addition to Item 3a above, City authorizes Planner to provide up to eight (8) additional hours per week at the hourly rate of:
\$65.00 for the year July 1, 2015 through June 30, 2016, payable monthly;
 - c. Up to ½ of the additional time described in "b." above may be ordered by the City to meet exigent planning needs should they develop. This ordered service may be accomplished by the contractor directly or by use of qualified associates. If workload demands result in the need for subcontracting services, the associated costs will not be included in this agreement and will be negotiated separately;
 - d. Use of Planner's personal vehicle for City business shall be reimbursed at the mileage rate established yearly by the Internal Revenue Service for vehicle business use, except that one trip to Yachats each week shall be at no charge.
4. **WARRANTY OF ABILITY.** Planner warrants to City that Planner is in the business of providing the type of service required for the performance of this agreement and has obtained necessary certifications, degrees and licenses applicable to said service, including a City of Yachats business license, as condition of appointment as City Planner.

5. **INDEPENDENT CONTRACTOR.** It is agreed that Planner is providing the services pursuant to this agreement as an independent contractor and is not an employee of the City. Planner shall not be eligible to receive any benefits otherwise provided to employees of the City.
6. **INSURANCE/INDEMNITY.** Planner agrees to defend, indemnify and hold City harmless for any and all claims, losses or injuries that may arise out of or result from Attorney's actions or omissions of action relating to the service or use of Planner's equipment to be performed under the terms of this agreement. At the request of City, provide certificates of insurance to City, with the limits of liability for such insurance as follows:
 - a. Comprehensive general liability and automobile liability insurance. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
 - b. Professional liability insurance not less than \$1,000,000.
 - c. Certificates will indicate that there will be no change in policy without at least thirty (30) days written notice to City.
7. **TERMINATION.** City or Planner may terminate this agreement for any or no cause with thirty (30) day written notice. In the event of termination, Planner will be paid for all services rendered to the date of termination. At conclusion, City shall be entitled to all files created and maintained pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

PLANNER:

CITY OF YACHATS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AGREEMENT FOR PLANNER SERVICES – EXHIBIT “A”
JOB DESCRIPTION-YACHATS CITY PLANNER**

General Position Summary: Performs a variety of current and long range land use planning functions. Work involves the development, administration and enforcement of land use policies and procedures, the City's Comprehensive Plan and its implementing ordinances. Performs related duties as required.

Supervision Received: Work is performed under the general direction of the City Council whose members hold the Planner accountable for preparing and achieving department goals, objectives and performance.

Essential Functions and Responsibilities:

Provides technical advice to the Planning Commission and City Council regarding city planning and land use issues.

Performs all aspects of city land use planning, including administering and assisting in updating of the Comprehensive Plan and its implementing ordinances.

Administers the city zoning ordinances and all related ordinances. Ensures consistency with ordinances and prior land use decisions.

Responds and assists the public regarding requests, applications, problems and complaints concerning planning and zoning issues.

Prepares staff reports and public notices on land use items to come before the Planning Commission, explains these to the commission and advises the commission on alternatives and appropriate procedures for public hearings and reviews.

Prepares Planning Commission meeting agenda in cooperation with Planning Commission Chair and City Staff.

Performs duties and makes administrative decisions commensurate with the Planning Commission wishes and direction.

In cooperation with the City Field Superintendent monitors land use activities and enforces regulations and conditions of approval imposed on permits.

Prepares or assists in the preparation of grant applications.

Assists Planning Commission in Periodic Review.

Performs other duties as may be assigned.

Job Scope and Work Quality: Operates independently from established procedures with minimal supervision. Work is of considerable complexity. Error in work can cause inaccurate and untimely results with potential legal liability for City.

Interpersonal Contacts: Frequent contacts are made with the public, other City employees, planning commissioners, City officials and personnel from other government agencies. Many contacts are made on Planner's own initiative and may concern confidential or sensitive information.

Specific Job Skills: Thorough knowledge of Oregon Statewide planning goals and related rules and statutes; principles and practices of land use planning administration; zoning codes and ordinances; reasonable knowledge of governmental and legal procedures and terminology in connect with planning. Ability to perform research, to compile technical data, to read blue prints and maps, to write reports concerning land use proposals; and to maintain harmonious relations with fellow employees, City officials and the general public.

Education and Experience Required: Graduate from a four year college or university with major work in community planning, engineering, architecture, public administration, geography or related field; three years of professional experience in city, county or regional planning (a graduate degree in urban or regional planning from an accredited institution may be substituted for one year of experience); or any satisfactory combination of experience and training which demonstrates the ability to perform the work described above. Must possess a valid driver's license.

Position Specifics: Basic job requirement is defined in terms of eight hours per week and up to eight additional hours per week. Planner to be available in Yachats one day per week for consultation with the public, activities requiring interaction with City staff and other activities such as site visits.

Planner to attend all regularly scheduled Planning Commission meetings. To the extent possible, Planner will, upon request, attend special Planning Commission meetings, City Council meetings, and other meetings outside regular hours where land use matters are on the agenda. Planner will be compensated for this additional work.