



Plan Commission

6801 Delmar Boulevard · University City, Missouri 63130 · 314-505-8500 · Fax: 314-862-3168

Roll Call MEETING OF THE PLAN COMMISSION
VIA VIDEOCONFERENCE
Wednesday, June 22, 2022
6:30 p.m.

IMPORTANT NOTICE REGARDING
PUBLIC ACCESS TO THE PLAN COMMISSION MEETING & PARTICIPATION

Plan Commission will Meet Electronically on Wednesday, June 22, 2022

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the current order restricting gatherings of people and the ongoing efforts to limit the spread of the COVID-19 virus, the June 22, 2022 meeting will be conducted via videoconference.

Observe and/or Listen to the Meeting (your options to join the meeting are below):

Webinar via the link below:

<https://us02web.zoom.us/j/87390725183?pwd=WHhFckpJY0ttUmlVSmtRNEowSy92QT09>

Passcode: 138901

Or One tap mobile :

US: +13126266799,,87390725183#,,,,*138901# or +19292056099,,87390725183#,,,,*138901#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 873 9072 5183

Passcode: 138901

International numbers available: <https://us02web.zoom.us/j/87390725183?pwd=WHhFckpJY0ttUmlVSmtRNEowSy92QT09>

Citizen Participation

Those who wish to provide a comment during the “Public Comment” and/or “Public Hearing” portions of the agenda: may provide written comments or request video participation invites to the Acting Director of Planning and Development ahead of the meeting. Please specify which case and portion of the agenda you wish to comment.

ALL written comments or video participation invites must be received **no later than 12:00 p.m. the day of the meeting**. Comments may be sent via email to: jwagner@ucitymo.org or mailed to the City Hall – 6801 Delmar Blvd. – Attention John L. Wagner, Director of Planning and Development. Such comments will be provided to the Plan Commission prior to the meeting.

Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments or invites, a **name and address must be provided**. Please also note if your comment is on an agenda or non-agenda item, and a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents board/commission members and elected officials during these challenging times.

AGENDA

PLAN COMMISSION

1. Roll Call
2. Approval of Minutes – February 23, 2022 meeting, March 23, 2022 meeting and March 31, 2022 meeting and April 27, 2022 meeting.
3. Public Comments – (Limited to 3 minutes for individual’s comments, 5 minutes for representatives of groups or organizations.)
4. Old Business
 - a. None
5. New Business
 - a. **Minor Subdivision – SUB 22-08.**
Applicant: City of University City
Request: Approval of a Major Subdivision from three (3) lots to one (1).
Address: 6801 Delmar Boulevard
(VOTE REQUIRED)
 - b. **Text Amendment – TXT 22-02.**
Applicant: City of University City
Request: Amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City’s Zoning Ordinance, adding a new category for retail stores over 45,000 square-feet in floor area.
(VOTE REQUIRED)
6. Other Business
 - a. None
7. Reports
 - a. Council Liaison Report
 - b. Comprehensive Planning update – Planning NEXT Contract, Schedule, Fee, and Scope of Work.
8. Adjournment



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

STAFF REPORT

MEETING DATE: June 22, 2022

FILE NUMBER: SUB 22-08

COUNCIL DISTRICT: 2

Location: 6801 Delmar Boulevard

Applicant: City of University City

Request: Major Subdivision – Lot Consolidation

Existing Zoning: “PA” Public Activity

Proposed Zoning: “PA” Public Activity (*no change*)

Existing Land Use: Civic Complex: City Hall, Library

Proposed Land Use: Government offices, Library

Surrounding Zoning and Land Use:

North: “PA” Public Activity, “HRO” High Density Residential/Office

East: “PA” Public Activity, “CC” Core Commercial

South: “PA” Public Activity, “HR” High Density Residential

West: “PA” Public Activity, “SR” Single-Family Residential

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS

- A. Subdivision Plat Application
- B. Record Plat

Existing Property and Applicant Request

The subject property currently consists of three parcels: 601 Trinity Avenue, 6801 Delmar Boulevard (shown as 6701 Delmar Boulevard on the plat) and 702 Harvard Avenue. This latter parcel is the small piece of land just to the north of 601 Trinity Avenue. The lot consolidation is being done to meet the MSD (Metropolitan St. Louis Sewer District) requirement that private sewers cannot cross property lines.

Staff Review

Staff reviewed this as part of the “Major Subdivision” process identified in Section 405.165 of the Subdivision regulations.

Analysis

Staff has determined that the Plat meets all requirements of 405.380 of the Subdivision and Land Development Regulations.

Conclusion/Recommendation

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff recommends approval of the proposed Major Subdivision.

Enc:

1. Subdivision Application
2. Record Plat



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SUBDIVISION APPLICATION

The application form must be completed and submitted along with the subdivision plat, letter of authorization (if applicable), fees, and other required attachments on or before the filing deadline. The filing deadline is generally twenty-eight (28) days prior to the Plan Commission meeting.

1. Application Type (Check each that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Boundary Adjustment | <input type="checkbox"/> Right-of-way Vacation |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Preliminary Development Plan | <input type="checkbox"/> Plat Vacation |
| <input checked="" type="checkbox"/> Final Plat | <input type="checkbox"/> Final Development Plan | <input type="checkbox"/> Dwelling Unit Display |

2. Attachments
- (#) Folded paper copies of Plat
 - Electronic copy
 - Improvement Plans
 - Other _____

3. Property Owner Information:

Name: City of University City

Address: 6801 Delmar Boulevard
University City, MO 63130

4. Authorized Agent (an authorization letter from the current property owner must be submitted if applicant is other than owner – not applicable to right-of-way vacation application):

Name: Shea Krotz – Civil Design, Inc.

Address: 5220 Oakland Avenue
St. Louis, MO 63110

5. Project Description (include a brief description of the project, including number of existing lots, number of lots proposed, total acreage, parcel identification, and/or any other applicable information):

To consolidate the three (3) parcels that City Hall, Annex and Trinity currently reside on. This is being proposed to meet St. Louis Metropolitan Sewer District requirements that private sewers are prohibited from crossing property lines

FOR OFFICE USE ONLY

Fee Calculation: \$200.00 Base Fee + _____ # of lots x \$35.00 = _____



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STAFF REPORT

MEETING DATE: June 22, 2022

FILE NUMBER: TXT 22-02

COUNCIL DISTRICT: N/A

Applicant: City of University City

Request: Text Amendment to amend the Schedule of Off-Street Parking Spaces, §400.2140 of the City’s Zoning Ordinance, adding a new category for retail stores over 45,000 square-feet in floor area.

Summary. The proposed text amendment would add a new parking equation for large format retail stores, those with over 45,000 pf square-feet of floor area, to accommodate “e-commerce” strategies such as delivery and customer pick-up.

PROPOSED AMENDMENT TO SECTION 400.2140

Use	Minimum Parking Requirements
Retail store - large format retail with greater than 45,000 square-feet combined of warehouse, retail, or other flexible space (including but not limited to fulfillment, distribution, storage, or other area(s) not open to the general public but utilized for servicing customers)	One (1) space for every 250 square feet of floor area used as retail space devoted to sales and open to the public; plus one (1) space for every 1,000 square feet of floor area used as warehouse, fulfillment, distribution, storage, or other area(s) not open to the public.

Rationale for the Text Amendment

The current requirement for retail parking is 1 space for each 200 square-feet of floor area. This new category for larger retail stores – more than 45,000 square-feet in area – would require less parking for larger retail stores as they adapt to changing consumer preferences for rapid home delivery or phone-in pick up/delivery orders. It would also avoid having too many unused parking spaces, leaving more room for enhanced landscaping or similar amenities.

One of the strategies employed by the successful brick and mortar retailers has been to devote a portion of the back of their store for the purpose of “e-commercing,” offering last mile delivery as well as “pack and pickup” and “pick and deliver” merchandise strategies. This approach is being employed by a variety of retailers today as a way to make shopping more convenient for consumers.

One of the outcomes of this new strategy is that it reduces the actual retail area in a store while expanding the area devoted to the “back of the house” fulfillment purpose. With this reallocation of square-footage comes a reduced need for parking since the back of the store functions like a

warehouse/distribution center with very few employees, thus reducing the number of parking spaces needed to accommodate these employees.

Additionally, with a certain portion of the “front of the house” being shopped by the store’s employees fulfilling customer orders, there is less need to provide parking for the consumer who either no longer comes to the store to shop or comes to the store for just a few minutes to pick up their order. The combination of these circumstances has led to a reduction in the need for the number of parking spaces that were required in the previous model.

Taking these factors into account, the square-footage retail selling area open to the public can be adequately parked by providing 1 parking space per 250 square-feet of retail floor area, while the back of the house area that serves as a pack and ship distribution operation can be adequately parked at a ratio of 1 space per 1,000 square-feet of warehouse area.

Attachment A: Work Program

University City Comprehensive Plan Update

Updated 6/2/22

Assumptions

The proposed scope of work is based on the following assumptions:

1. The Team will work collaboratively with City Staff throughout the process.
2. An Advisory Committee (AC) will be formed by Staff and the Plan Commission with support from the Team to assist with outreach, help guide the technical work and conduct other tasks as needed to support the process. The AC will advise the Plan Commission, which is responsible, as per the City Charter, for overseeing the plan update.
3. Previous relevant initiatives, studies and plans will be used as a guide for the update, including the outcomes of the recent visioning process.
4. The Team will participate in selected key meetings with elected officials, community groups and others throughout the process; the number of meetings is defined in the approach that follows and project schedule.
5. The final plan document will conform to Missouri State Statute.
6. While the process relies primarily on in-person meetings with the Advisory Committee, public and elected officials, if unforeseen events arise (such as pandemic-related public health situations), some meetings may be moved to a virtual setting.
7. The process has been designed to be completed within 17 months, but the schedule may be adjusted prior to commencement of the work.

Approach

The approach describes the specific tasks that will be undertaken and deliverables that will be produced in each phase of the planning process. The process is organized into four phases: 1) Preparation, 2) Public Engagement, 3) Analysis, and 4) Plan Development. Phase 2 will run concurrently with the other phases.

Phase 1: Preparation

The Team places great emphasis on preparation to create a strong foundation for the planning process. This work is focused on data collection, orienting Staff and the AC to the planning process and building a solid foundation for community engagement. A key component of this work will be ensuring that the Team and Staff are clear about which elements, if any, of the existing, adopted plan or the Draft 2015 Comprehensive Plan should be incorporated into the work, and how messaging should be created.

1.1 Conduct Meeting with Visioning Team. The Team will meet with the visioning team, which is completing its work in June 2022, to discuss the process and outcomes of the visioning process and to ensure the hand off of documents and data.

1.2 Establish Advisory Committee. The Team and Staff will coordinate to establish an Advisory Committee who will advise the Plan Commission throughout the planning process. The committee will

likely include a combination of Plan Commission members, City Department representatives and community members who represent the diverse demographics, interests and geographies in the City.

1.3 Review Existing Plans and Relevant Information. The Team will review the City's previous plans, maps, documents, data and other materials, and discuss their relevance for the new planning process with Staff. If desired, a structured audit of the existing, adopted plan and/or the Draft 2015 Comprehensive Plan will be conducted. This would include consideration of both content and format.

1.4 Conduct Orientation Meeting and Tour. The Team will organize a half-day orientation meeting with Staff. This meeting will be used to establish key milestones, deliverables and communication protocols (e.g. weekly or bi-weekly conference calls) for the project. Staff will also lead the Team on a tour of key locations in the City to familiarize the Team with opportunities and issues that should be addressed through the plan.

1.5 Facilitate Advisory Committee Meeting 1. The AC will be established by Staff to help guide the process and advise the Team. The Team will facilitate all meetings with this group, and will prepare necessary materials (agendas, presentations, hand-outs, etc.) in coordination with Staff. The first meeting with the AC will focus on review of the scope and schedule, the identification of preliminary opportunities and issues, and development of the public engagement strategy.

1.6 Develop Public Engagement Strategy. In coordination with Staff, the Team will develop a public engagement strategy with recommendations for meeting concepts, outreach opportunities and information-gathering techniques. Various methods will be employed to obtain input from the general public, stakeholders and elected and appointed officials. The strategy will also include the following:

1.6.1 Project Identity. The Team, in coordination with Staff, will develop a project identity (name, logo and tagline and business cards) that will help to interest and engage the public as well as key messages that will help to consistently brand the work.

1.6.2 Communications and Outreach Plan. The Team will develop a detailed Communications and Outreach Plan to guide the publicity effort by outlining production schedules for publicity collateral, identifying outlets for communication and assigning responsibility between the Team, Staff, Planning Commission, and AC. The plan will also target potential participants in the community engagement process. Staff and the AC will be asked to assist the Team in identifying demographic, civic and geographic groups within the City that have the potential to be underrepresented or especially hard to reach to ensure there is a solid strategy for bringing those groups into the process. Additional members of the community may also be identified as an outreach team to assist with broadly spreading the word about opportunities to participate in the planning process.

1.6.3 Branded Project Website. The Team will design and launch a branded project website that will become the heart of the plan's communications. The site will present materials from workshops, other public engagement opportunities (e.g. online survey links), interim information and drafts of the Plan. It will include project background, resources, news and information about how to get involved. The website will incorporate custom-built online tools for engagement and will be synchronized with relevant existing websites and social media accounts.

Phase 2: Public Engagement

This phase is designed to ensure that anyone in University City who wants to participate in the planning process has the opportunity to be involved. It includes three rounds of engagement that will be conducted at critical times in the process. This phase will run concurrently with the other planning process phases. The Team will work with Staff and the AC to tailor engagement formats specific to the needs of City and to guarantee a variety of engagement options to maximize opportunities for public involvement.

2.1 Conduct Listening and Learning Sessions. The Team will conduct up to fifteen individual or small group interviews with targeted stakeholders, including elected officials, citizen groups and representatives from local government. The purpose of these interviews is to understand prevailing attitudes and “hot buttons” as well as to identify critical issues in the City. The Team will work with the AC to identify stakeholders and Staff to identify interviewees, and Staff will schedule the sessions. Results will be documented in a summary memorandum.

2.2 Conduct Meetings with Elected Officials. The Team will meet with elected officials at three key moments in the planning process. These meetings will be used to update elected officials on the process, to hear their thoughts, and to discuss key ideas for the plan as they emerge. An initial set of meetings will be integrated into the Listening and Learning Sessions early in the process. During the subsequent two scheduled opportunities to meet with elected officials, up to four meetings will be scheduled (for a total of eight additional meetings throughout the process). The meetings will be scheduled by Staff, and the Team will prepare and share materials in advance, including hand-outs and draft plan elements.

2.3 Provide Status Reports to Council. The Team will provide status reports to Council at three key moments in the planning process. The timing of updates will be coordinated with meetings with elected officials. It is anticipated that the meetings will take place at regularly scheduled Council meetings or special meetings arranged by Staff. The Team will prepare and share materials in advance, including hand-outs, presentations and draft plan elements.

2.4 Conduct Community Choices Activities. The Team will organize, publicize, facilitate and document a Community Choices Activities, both on-line and in person. The Team will present initial ideas for the plan as determined through preliminary technical analysis and the Listening and Learning Sessions. Participants will have the opportunity to share their thoughts and ideas in an interactive format. While the specific format will be determined in discussion with Staff, activities will be centered around activities that maximize productive and enjoyable activities to solicit comments. The engagement can be conducted in a variety of formats including in-person, virtual, online surveys or small group workshops (up to three) or engagement opportunities that align with existing community events or meetings. The Team and Staff will determine the most appropriate approach for the workshops in consultation with Staff and the AC.

2.5 Conduct Open House. The Team will manage an Open House at which the draft plan elements, including key findings and recommendations, will be presented in display boards. The Open House may include a brief presentation, but the emphasis will be on informal viewing of the Plan elements and opportunity for comment. The Open House will be conducted when the Plan has been drafted but not finalized, and may also provide an opportunity (such as through a questionnaire) for participants to help

prioritize action items and weigh in on implementation strategies. Open House display boards can travel to different locations across the city (e.g., libraries, recreation centers, etc.) after the event for display and feedback. An online version of the Open House materials will also be available and will include an online questionnaire.

2.6 Facilitate AC Meetings 2-3. The Team will facilitate two meetings that will focus on testing key ideas for the Community Choices Workshop and Open House, respectively, as well as outreach and publicity for the workshops. (Note: Meeting numbers do not correspond to chronology in which they will take place; see schedule for all meetings.)

Phase 3: Analysis

This phase will include an assessment of issues and opportunities, the creation of a vision and goals and technical analysis that will inform the plan.

3.1 Develop Inventory and Assessment of Issues and Opportunities. The Team will develop an inventory of issues and opportunities and present an assessment of the most important findings to Staff and the AC. (The Advisory Committee presentation will be at the same meeting at which preparation for the Community Choices workshop will take place and the assessment will feed into the activities.) The work will focus on topics that were identified in the RFP, the visioning process, as well as others that have emerged as pertinent through the planning process.

3.2 Develop Vision Statement and Goals. The Team will prepare draft vision and community goal statements in collaboration with Staff and discussion with the AC. The vision and goals will be tested at the Community Choices Workshop and through associated online activities. The vision and goals will draw from the visioning process conducted in 2021-22.

3.3 Conduct Technical Analysis. The Team will analyze conditions, opportunities and challenges in the areas identified in the RFP.

3.3.1 Character and Land Use. Land Use Analysis will include two components.

Existing Character and Land Use. The Team will identify existing land uses and assess potential ways in which desired outcomes pertaining to managing growth and change can be met. The purpose of the analysis is to determine where and how the City has been changing to set a foundation for the future. This work will include updating the City's current land use map. The Team will take a character-based approach to the land use map that will include descriptions of development patterns, types and intensities that currently exist. The character types will not only infer land use, but also urban form and mobility characteristics such as street patterns and connectivity, lot and block sizes, building heights, and relationship to streets, mix of uses, etc.

Future Character and Land Use. The Team will draw from the existing land use analysis conducted and collaborate with Staff who will provide key input on anticipated new development and developable land opportunities. A land use map will be prepared that identifies "where" and "how" the community should grow and develop in the future. It is expected that infill development opportunities, and the form and character requirements for making them successful, will be the major focus. In keeping with the existing land use analysis, a future land use character type palette will describe development patterns, types and intensities that are desired in the City. Additional

place types will be added to the palette to characterize emerging development themes or concepts of interest to the community. These may be conditions that are not currently present but are desired in the future such as regional mixed-use centers or flexible employment centers that would need to be named and described.

3.3.2 Economics. The economic analysis will include two components:

Economic Overview. The Team will analyze industry trends at the lowest possible level of employment and establishment data for University City to understand the underlying economic structure and base of the City. The work will include review of the recent Economic Development Strategy and incorporation of any important elements of that work into the analysis. It will supplement work already conducted with a focus on labor force and talent and aligning economic development and land use objectives. Using non-traditional data sources such as Etsy and Kickstarter we will also look at the small business / entrepreneurial environment of the City to understand the scale of the activity and if there are specific areas of focus. The Team will also evaluate commercial real estate trends in the downtown and key commercial corridors to understand the real estate dynamics of the City. This includes looking at vacancy rates, retail sales gaps, rents and other related issues. The Team will also consider the labor force and talent pool. The Team will understand the labor shed of University City and its labor pool dynamics. Additionally, the Team will provide regional / metro economic trends to help place University City in context to metro St. Louis.

Economic Priorities. Interviews and focus group meetings with business leaders will help provide context to the information and allow us to understand from a community perspective what is viewed as the key challenges, assets and opportunities. Blending this with the real estate analysis and the economic base analysis will allow the Team to understand if the City's existing "employment" real estate profile (condition, size, location, amenities) can meet the needs of contemporary business including retail. These findings will be translated to key themes and interrelationships between issues will be identified to help shape an economic agenda that addresses key employment and physical development issues.

3.3.3 Third Ward and Olive Blvd. The Team will conduct a visual survey of the Third Ward to understand the existing conditions. In addition, the work performed in 2017/18 regarding the Third Ward housing market analysis will be updated as appropriate as well as examining the public input from that process. A more detailed data analysis (assuming the information is available through the GIS and tax records) will be conducted to understand real estate transactions, ownership patterns, blight, lot sizes, vacancy, tax liens, city capital expenditure plans, and other related information to gain a comprehensive block level perspective. Based on the citywide economic analysis and the more in-depth Third Ward analysis, opportunity sites will be identified, with high level strategic guidance and a "first steps" critical path put forward. In addition, the Team will focus efforts on analysis and recommendations for land use character and development opportunities on Olive Blvd.

3.3.4 Other Topical Areas. Other topical areas will be addressed as outlined in the RFP through a process of assessing existing conditions, analyzing key data and studies and identifying opportunities through iterative discussions with Staff, the AC, the public and key stakeholders. In each topical area, the Team will request data and information from relevant City departments and others and prepare

preliminary recommendations for discussion, which will be modified in accordance with comments received in advance of preparing the draft plan document.

3.4 Facilitate AC Meetings 4-5. The Team will facilitate two AC meetings, which will focus on discussion of the analysis.

Phase 4: Plan Development

This phase will include the development of the elements of the draft and final plan document as well as an implementation plan and strategic plan to guide implementation over the long term.

4.1 Develop Form-Based Code Concepts and Suggestions. Drawing from the physical character analysis conducted in task 3.3.1, the Team will prepare a set of form-based code concepts and suggestions. These concepts will include depictions of the desired future character attributes (such as height, setbacks and density) in up to four areas of the City at a conceptual level. This work will provide a foundation for determining what kinds of policies and/or zoning code changes the City may wish to pursue in the future to preserve areas that they want to remain the same, while allowing for limited change over time.

4.2 Prepare Implementation Strategy and Strategic Plan. The Team will prepare a robust implementation strategy, which is directly tied to a strategic plan. The implementation recommendations, timeframes and responsibilities will be summarized into a matrix that can also be used for tracking implementation efforts. Goals, objectives and recommendations will include short-, mid-, and long-range strategies. The strategic plan will establish reporting systems, responsibilities, and periodic moments for evaluation that will guide the City during five-year increments.

4.3 Prepare and Present Draft Plan Documents. The Team will discuss the organization of the comprehensive plan in consultation with Staff, decide on its structure and prepare an outline for review and approval. The Team will prepare the draft plan, which is anticipated to include an executive summary; an introduction; an explanation of the planning process; plan recommendations in map, text and graphic formats; an implementation plan and technical appendices. The strategic plan is anticipated to be a separate but visually and substantively-related document. The Team will conduct a "tiered" review process, providing the document first to Staff and then to the AC and others. The Team will incorporate edits and present the draft plan to City Council (one meeting).

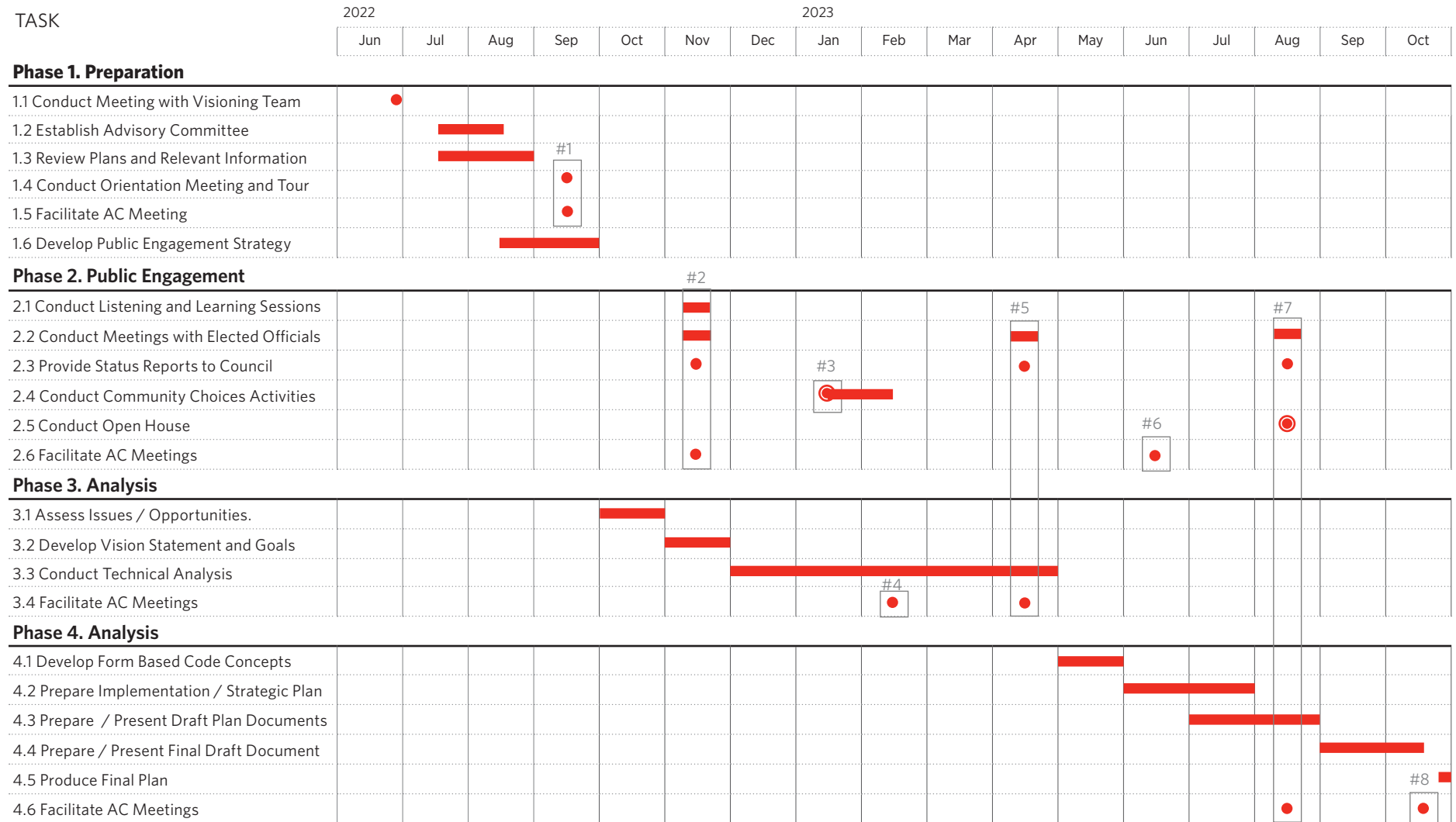
4.4 Prepare and Present Final Plan Documents. All the preceding recommendations will be compiled into a final plan document for submission to Planning Commission and City Council. The Team will attend a public hearing on the plan's adoption (one meeting).

4.5 Produce Final Plan. The Team will produce the final plan in both print and electronic PDF that can be made available on websites. The Team will provide a pdf with separate technical appendices and relevant data. The Team will produce up to 25 hard copies of the plan as high-quality, perfect bound magazine style documents. The Team will provide all GIS mapping files. The Plan and all related components will become the permanent property of University City.

4.6 Facilitate AC Meetings 6-7. The Team will facilitate two Advisory Committee meetings, which will focus on review of the draft plan and implementation.

Schedule

Following is a refined schedule for the University City Comprehensive Plan based on adjustments to the scope of work as of June 2, 2022.



KEY

- Meeting ●
- Public Workshop ○
- Task Duration ■
- Team Trip □

Budget

Following is a revised cost estimate for completion of the scope of services revised as of June 2, 2022.

Phase	Proposed Cost
Phase 1: Preparation	\$22,790
Phase 2: Public Engagement	\$47,135
Phase 3: Analysis	\$86,570
Phase 4: Plan Development	\$41,170
Total Fee	\$198,285

In addition to the professional fee above, expenses will be reimbursed as accrued with a target of \$15,000.

CONTRACT

STANDARD FORM CONTRACT FOR SPECIAL SERVICES

Provided to ACP Greene & Associates, LLC, dba Planning NEXT, an Ohio limited liability company

AGREEMENT made this ____ day of _____, 2022 between _____ (hereinafter referred to as the "Client") and ACP Greene & Associates, LLC (an Ohio limited liability company) also doing business as **Planning NEXT** (hereinafter referred to as the "Consultant").

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **Consultant's Services:** Consultant will provide the Scope of Services as enumerated in the Work Program, attached hereto as Exhibit "A" and incorporated and made a part of this Agreement as if fully set forth herein (the "Project").
2. **Client's Responsibilities:** The Client shall provide full and complete information regarding the requirements of the Project as expeditiously as necessary for the orderly progress of the Consultant's services, and the Consultant shall be entitled to rely on the accuracy and completeness thereof. The Client shall designate a representative authorized to act on the Client's behalf and shall timely make decisions pertaining to the Project in order to avoid unreasonable delays.
3. **Total Compensation:** The professional fee compensation to be allocated to this Project is a not-to-exceed amount of one hundred ninety-eight thousand two-hundred and eighty-five dollars (\$198,285). The project shall be invoiced monthly on work completed. In addition to the fee compensation, reimbursable expenses will be reimbursed with a target of \$15,000 in accordance with section 4. For services beyond the agreed-upon scope please see section 5.
4. **Project Expenses:** In addition to the professional fee compensation, the Client agrees to pay the Consultant for costs incurred by the Consultant's employees and consultants in performing the Consultant's Services or otherwise in furtherance of the Project. These expenses include, but are not limited to:
 - a. transportation and living expenses for out of town travel (for transportation by personally owned vehicle, the Client agrees to reimburse the Consultant at the IRS-going rate);
 - b. governmental, public or other fees related to the Project;
 - c. graphic design, computer-aided design, film development, exhibit preparation, literature publication, renderings, models, printing and copying expenses;
 - d. long distance telephone calls, facsimiles, postage, overnight mail and courier services; and
 - e. premiums for any unique or additional insurance required by the Client or the nature of the Project.
5. **Additional Services:** If the Client verbally requests the Consultant to perform additional services ("Additional Services") not included in the Scope of Services and as provided for in Exhibit A, the Consultant shall confirm in writing the specific services that have been requested, specify that such services are Additional Services and identify terms of additional payment. Consultant shall not perform any Additional Services until Client has

confirmed approval of said Additional Services in writing (email confirmation by the Client of additional services and fees will be adequate to constitute a writing).

6. **Payments:** All payments for professional fees and documented reimbursable expenses are due and payable thirty (30) days from the date of Consultant's invoice. Any amounts remaining unpaid after thirty (30) days of an invoice shall bear interest at a rate of fifteen percent (15%) APR, simple interest. Consultant's records relating to the computation of its fees and reimbursable expense amounts pertaining to this Agreement shall be made available to the Client, or its authorized representative, at a time mutually agreed between the parties upon a written request by the Client.
7. **Subconsultants:** All subconsultants will be hired by and be responsible to the Consultant. All coordination, planning and input to the subconsultant will be by the Consultant.
8. **Suspension or Termination:** This Agreement may be terminated or suspended by either party, with or without cause, upon not less than thirty (14) days written notice to the other party. A written notice shall be deemed duly served when personally delivered to the party to whom it is directed, or when sent overnight delivery through a nationally recognized courier and addressed to the last known address of the party to whom it is directed. The failure to meet any Project deadline or timetable after a suspension or termination has occurred will not constitute a breach of this Agreement.

If the Client fails to make payments when due to the Consultant for services and expenses, the Consultant may immediately suspend performance of services under this Agreement. In the event Consultant properly suspends its performance, it shall not be liable to the Client for any damages suffered as a result of the suspension of services or delay in the progress of the Project.

In the event of termination by the Client without cause, the Consultant shall be entitled to payment for services performed prior to termination, together with reimbursable expenses (if any) then due, prepaid reimbursable expenses incurred or committed, and a termination fee equal to ten percent (10%) of the value of the remaining Consultant's services left to be performed under this Agreement, provided, however, that if over fifty percent of the fixed-sum compensation has been earned by, or is due to, the Consultant prior to such termination by the Client then no termination fee shall be due to the Consultant. The Client and the Consultant agree that the termination fee is not a penalty and is reasonable based upon the facts and circumstances known to the parties at the time of entering this Agreement, and with due regard to future expectations.

9. **Document Use:** Except for documents that are proprietary to Consultant, the Client retains all rights to all documents and reports that are produced, compiled or generated with respect to this project. Consultant shall identify any documents considered to be proprietary and the parties shall thereupon agree, in writing, upon the extent of use by either party.
10. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, including its validity or any alleged breach, shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in any court having jurisdiction thereof. As part of any arbitration award, the prevailing party shall be awarded, in addition to the claim, all costs of such arbitration, including without limitation the costs of arbitration and attorneys' fees. A demand for arbitration must be made within a reasonable time after the claim or dispute arises and in no case beyond the date of any otherwise applicable statute of limitations.

11. **Applicable Law:** This Agreement shall be governed by the laws of the state where the Client has its primary place of business. If the Client is a federal entity or agency, this Agreement will be governed by the laws of the state of Ohio.
12. **Binding:** This Agreement shall be binding on the parties hereto and on their successors, assigns, and legal representatives. Neither the Consultant, nor their successors, assigns, or legal representatives shall assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party.
13. **Entire Agreement:** This Agreement, including Exhibit A, contains the entire agreement between the Client and the Consultant respecting the Project, and any agreement or representation respecting the Project or the duties and obligations of either the Client or the Consultant in relation thereto not expressly set forth in this instrument is null and void. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and may be amended only by a written modification signed by both parties, which makes reference to this Agreement. Nothing in this Agreement shall be construed as creating any rights, obligations, contractual relationships or causes of action with any third parties as against either the Client or the Consultant.
14. **Nonwaiver:** No delay or failure by either party in exercising any right under this Agreement, and no partial or simple exercise of such right, shall constitute a waiver of that or any other right.
15. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement.
16. **Legal Construction:** In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
17. **Effective Date:** This Agreement shall become effective as of the _____ day of _____, 2022 and shall continue until the Consultant's Services are complete or the Agreement is suspended or terminated as provided herein.

Other Conditions: **None**

Client

Planning NEXT / ACP Greene & Associates

Signature

Signature

Print Name and Title

Jamie A. Greene
Principal/Owner

Attachments:
Exhibit "A" – Work Program