

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=WHhFckpJY0ttUmIVSmtRNEowSy92QT09

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/u/kcnuBFAhvD

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 <u>name and address must be provided</u>. 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
 - 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 Us	e:
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 CONF	ORMANCE o reference
STAFF RECOMMENDATION [x] Approval [] Approval with (Conditions [] Denial
ATTACHMENTS A. Subdivision Plat Applicatio B. Record Plat	n

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



Department of Community Development

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

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 (Ch	neck each that apply):	
Minor Subdivision Preliminary Plat _X Final Plat	Boundary AdjustmentPreliminary Development PlanFinal Development Plan	Right-of-way VacationPlat VacationDwelling Unit Display
	(#) Folded paper copies of Plat X Electronic copy Improvement Plans Other	
3. Property Owner Info	ormation:	
Name: <u>City of University City</u>		
Address:	6801 Delmar Boulevard University City, MO 63130	
• ,	an authorization letter from the current proposence – not applicable to right-of-way vacat Shea Krotz – Civil Design, Inc.	ion application):
Address:	5220 Oakland Avenue	
	St. Louis, MO 63110	
number of lots pro information): To conson. This	(include a brief description of the project, posed, total acreage, parcel identification solidate the three (3) parcels that City Hall, As is being proposed to meet St. Louis Metropovate sewers are prohibited from crossing projects.	n, and/or any other applicable Annex and Trinity currently reside politan Sewer District requirements
	FOR OFFICE USE ONLY	
Fee Calculation: \$200.00 B	ase Fee + # of lots x \$35.00 =	

BOUNDARY ADJUSTMENT PLAT OF

"UNIVERSITY CITY GOVERNMENT BUILDING"

PART OF BLOCKS 1 & 4 OF "UNIVERSITY HEIGHTS" ALONG WITH PART OF SGT. MIKE KING DRIVE U.S. SURVEY 378, TOWNSHIP 45 NORTH, RANGE 6 EAST, 5TH P.M. UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI



LAND SURVEYING

2011020042

EXPIRES: 12-31-2023

CORPORATION LICENSE NUMBER:



0

SHEET NO.

1 OF 2

ORIGINAL LOCATOR NUMBERS 18J620978, 18J621012 AND 18J621276

CITY OF UNIVERSITY CITY 6801 DELMAR BOULEVARD ST. LOUIS, MISSOURI 63130 (314) 862-6767

GENERAL NOTES

- THIS PROPERTY CLASSIFIES AS AN URBAN SURVEY.
- "R" DENOTES RECORD INFORMATION, "S" DENOTES MEASURED BY SURVEYOR, AND "C" DENOTES CALCULATED
- THIS PLAT OF SURVEY CONTAINS 240,404 SQ. FT. OR 5.5189 ACRES MORE OR LESS. 4. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS.
- THIS BOUNDARY ADJUSTMENT PLAT DOES NOT VACATE EXISTING EASEMENTS OR RIGHT OF WAY, NOR DOES IT CREATE, GRANT OR ESTABLISH NEW EASEMENTS OR RIGHTS OF WAY.
- 6. A LAND DISTURBANCE PERMIT FOR ANY NEW CONSTRUCTION ON THIS SITE MAY BE REQUIRED. BOUNDARY ADJUSTMENT PLAT APPROVAL IS NOT TO BE CONSTRUED AS APPROVAL OF A LAND DISTURBANCE PERMIT.

UTILIZING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUS OPERATING REFERENCE STATIONS DURING THE MONTH OF APRIL 2022, AND ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF NAD1983, ZONE EAST, 2401, GRID NORTH, AND THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).

SOURCE OF TITLE INFORMATION:

NO TITLE INSURANCE COMMITMENT WAS FURNISHED TO THE SURVEYOR; THEREFORE THERE MAY BE OTHER EASEMENTS, COVENANTS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

ZONING INFORMATION:

THE AREA(S) SHOWN ON THIS PLAT ARE WITHIN ZONING DESIGNATION "MUNICIPAL" PER THE CITY OF UNIVERSITY

FEMA FLOOD ZONE INFORMATION:

FEMA SPECIAL FLOOD HAZARD AREA ZONE "X" - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY (COMMUNITY #290390 PANEL #0216K), MISSOURI PER MAP NO. 29189C0216K WITH A REVISED DATE OF FEBRUARY 4, 2015.

MONUMENT STATEMENT:

PERMANENT MONUMENTS SHALL BE SET AT THE SUBDIVISION CORNERS AND SEMI-PERMANENT MONUMENTS SHALL BE SET AT THE INTERIOR LOT CORNERS UPON COMPLETION OF GRADING OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT ACCORDING TO 10 CSR 30-2.080 (DETAIL REQUIREMENTS FOR ORIGINAL SURVEYS).

PROPERTY DESCRIPTION

#601 TRINITY AVENUE (BOOK 23272, PAGE 292)

PART OF BLOCK 4 OF UNIVERSITY HEIGHTS A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6 PAGE 14 OF THE ST. LOUIS COUNTY RECORDS LOCATED IN U.S. SURVEY 378, TOWNSHIP 45 NORTH, RANGE 6 EAST OF THE FIFTH PRINCIPAL MERIDIAN, UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A TRACT OF LAND AS CONVEYED TO THE CITY OF UNIVERSITY CITY, BY INSTRUMENT RECORDED IN BOOK 1088, PAGE 113 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF SGT. MIKE KING DRIVE, 50 FEET WIDE, 372.00 FEET DISTANT NORTH OF ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF DELMAR BOULEVARD, 80 FEET WIDE; THENCE ALONG THE NORTHERN LINES OF SAID UNIVERSITY CITY TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, 139.00 FEET; NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 50.00 FEET, TO A FOUND IRON PIPE, AND NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, 146.05 FEET TO A FOUND IRON PIPE LOCATED ON THE EASTERN RIGHT-OF-WAY LINE TRINITY AVENUE, 50 FEET WIDE, SAID POINT ALSO BEING LOCATED ON A CURVE TO THE RIGHT HAVING A RADIUS OF 435.08 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID CURVE WITH AN ARC LENGTH OF 12.76 FEET AND A CHORD WHICH BEARS NORTH 10 DEGREES 52 MINUTES 50 SECONDS EAST, 12.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.13 FEET; THENCE ALONG SAID CURVE WITH AN ARC LENGTH OF 383.00 FEET, AND A CHORD WHICH BEARS NORTH 52 DEGREES 20 MINUTES 18 SECONDS EAST, 351.71 FEET THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 385.40 FEET; THENCE ALONG SAID CURVE WITH AN ARC LENGTH OF 5.17 FEET AND A CHORD WHICH BEARS SOUTH 86 DEGREES 42 MINUTES 18 SECONDS EAST, 5.17 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ABOVE SAID SGT. MIKE KING DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 278.31 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIPTION

#6701 DELMAR BOULEVARD (BOOK 01088, PAGE 0113)

ALL OF BLOCK FOUR (4) OF UNIVERSITY HEIGHTS ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 6, PAGES 14 AND 15. SUBJECT TO A CERTAIN DEED OF TRUST DATED MAY 15, 1930 IN THE SUM OF SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS. SUBJECT TO CONDITIONS AND RESTRICTIONS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 6, PAGES 14 AND 15 AND ACCORDING TO DEED RECORDED IN BOOK 161, PAGE 37 AND OR AMENDED BY DECREE OF THE CIRCUIT COURT OF ST. LOUIS COUNTY RECORDED IN BOOK 518, PAGE 9.

#702 HARVARD AVENUE (BOOK 06290, PAGE 1392)

BEGINNING AT THE NORTHEAST CORNER OF HARVARD (FORMERLY OBERLIN) AVENUE, A PRIVATE STREET IN UNIVERSITY HEIGHTS. A PRIVATE SUBDIVISION IN THE CITY OF UNIVERSITY CITY. AND DELMAR BOULEVARD, A PUBLIC STREET IN THE CITY OF UNIVERSITY CITY, MISSOURI; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID HARVARD (FORMERLY OBERLIN) AVENUE, A DISTANCE OF THREE HUNDRED SEVENTY-TWO AND no/100 (372.00) FEET TO A POINT; THENCE WESTWARDLY AT A RIGHT ANGLE ACROSS SAID HARVARD (FORMERLY OBERLIN) AVENUE, A DISTANCE OF FIFTY (50) FEET TO A POINT IN THE WEST LINE OF SAID HARVARD (FORMERLY OBERLIN) AVENUE; THENCE SOUTHWARDLY ALONG THE SAID WEST LINE OF HARVARD (FORMERLY OBERLIN) AVENUE TO THE NORTHWEST CORNER OF THE AFORESAID DELMAR BOULEVARD AND HARVARD AVENUE: THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID DELMAR BOULEVARD TO THE POINT OF BEGINNING

BEGINNING AT A POINT IN THE EAST LINE OF HARVARD (FORMERLY OBERLIN) AVENUE, SAID POINT BEING THREE HUNDRED SEVENTY-TWO AND no/100 (372.00) FEET NORTH OF THE NORTHWEST CORNER OF HARVARD (FORMERLY OBERLIN) AVENUE, A PRIVATE STREET IN UNIVERSITY HEIGHTS, A PRIVATE SUBDIVISION IN THE CITY OF UNIVERSITY CITY, MISSOURI AND DELMAR BOULEVARD, A PUBLIC STREET IN THE CITY OF UNIVERSITY CITY, MISSOURI: THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID HARVARD (FORMERLY OBERLIN) AVENUE; AND THE SAID EAST LINE PRODUCED TO A POINT IN THE SOUTH LINE OF LOT 2 OF BLOCK 2 OF THE AFORESAID UNIVERSITY HEIGHTS SUBDIVISION, SAID POINT BEING THREE (3) FEET MORE OR LESS WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 OF BLOCK 2 OD SAID SUBDIVISION; THENCE IN A STRAIGHT LINE TO THE NORTHWEST CORNER OF SAID LOT 2 OF BLOCK 2 OD SAID SUBDIVISION; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY ALONG A LINE FIFTY (50) FEET EAST OF AND PARALLEL TO THE EAST LINE OF BLOCK 3 OF SAID SUBDIVISION, TO A POINT IN THE NORTH LINE OF BLOCK 4 OF SAID SUBDIVISION, SAID POINT BEING FIFTY (50) FEET AS MEASURED AT RIGHT ANGLES. EAST OF A POINT FIFTY-SIX (56) FEET SOUTH OF THE NORTH LINE OF LOT 1 OF BLOCK 3 OF THE AFORESAID PRIVATE SUBDIVISION: THENCE EASTWARDLY ALONG THE NORTH LINE OF BLOCK 4 OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF SAID BLOCK 4 OF SAID SUBDIVISION: THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID BLOCK 4 OF SAID SUBDIVISION, ALSO BEING THE WEST LINE OF AFORESAID HARVARD (FORMERLY OBERLIN) AVENUE TO A POINT IN SAID LINE, SAID POINT BEING THREE HUNDRED SEVENTY-TWO AND no/100 (372.00) FEET NORTH OF THE NORTHWEST CORNER OF HARVARD (FORMERLY OBERLIN) AVENUE AND DELMAR BOULEVARD; THENCE EASTWARDLY AT A RIGHT ANGLE ACROSS SAID HARVARD (FORMERLY OBERLIN) AVENUE, A DISTANCE OF FIFTY (50) FEET TO THE POINT OF BEGINNING.

ADJUSTED LOT DESCRIPTION

PART OF BLOCKS 1 AND 4 OF "UNIVERSITY HEIGHTS" A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 14 AND 15 OF THE ST. LOUIS COUNTY RECORDS, ALONG WITH PART OF SGT. MIKE KING DRIVE. LOCATED IN U.S. SURVEY 378, TOWNSHIP 45 NORTH, RANGE 6 EAST OF THE FIFTH PRINCIPAL MERIDIAN, UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF UNIVERSITY CITY, BY INSTRUMENT RECORDED IN BOOK 1088, PAGE 113 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT BEING ON THE WEST LINE OF SGT. MIKE KING DRIVE (50 FEET WIDE), 371.81 FEET (372.00 FEET RECORD) DISTANT NORTH OF ITS INTERSECTION WITH THE NORTH LINE OF DELMAR BOULEVARD (80 FEET WIDE); THENCE ALONG SAID WEST LINE OF SGT. MIKE KING DRIVE (50 FEET WIDE), NORTH 07 DEGREES 23 MINUTES 13 SECONDS EAST, 108.01 FEET TO THE NORTH LINE OF SAID SGT. MIKE KING DRIVE (50 FEET WIDE) AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH LINE OF SGT. MIKE KING DRIVE (50 FEET WIDE), SOUTH 81 DEGREES 02 MINUTES 51 SECONDS EAST, 50.02 FEET TO THE EAST LINE OF SAID SGT. MIKE KING DRIVE (50 FEET WIDE); THENCE ALONG SAID EAST LINE OF SGT. MIKE KING DRIVE (50 FEET WIDE), SOUTH 07 DEGREES 23 MINUTES 13 SECONDS WEST, 259.12 FEET; THENCE LEAVING SAID EAST LINE OF SGT. MIKE KING DRIVE (50 FEET WIDE), SOUTH 83 DEGREES 11 MINUTES 45 SECONDS EAST, 280.73 FEET TO THE WEST LINE OF KINGSLAND AVENUE (80 FEET WIDE); THENCE ALONG SAID WEST LINE OF KINGSLAND AVENUE (80 FEET WIDE), SOUTH 07 DEGREES 07 MINUTES 29 SECONDS WEST, 175.11 FEET; THENCE SOUTH 52 DEGREES 04 MINUTES 35 SECONDS WEST, 63.69 FEET TO THE NORTH LINE OF DELMAR BOULEVARD (80 FEET WIDE); THENCE ALONG SAID NORTH LINE OF DELMAR BOULEVARD (80 FEET WIDE), NORTH 82 DEGREES 58 MINUTES 20 SECONDS WEST, 322.23 FEET TO THE EAST LINE OF TRINITY AVENUE (50 FEET WIDE); THENCE ALONG SAID EAST LINE OF TRINITY AVENUE (50 FEET WIDE), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, AN ARC LENGTH OF 179.97 FEET, THE CHORD OF WHICH BEARS NORTH 57 DEGREES 26 MINUTES 55 SECONDS WEST, 174.08 FEET TO THE POINT OF A COMPOUND CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 434.00 FEET, AN ARC LENGTH OF 370.62 FEET, THE CHORD OF WHICH BEARS NORTH 07 DEGREES 27 MINUTES 39 SECONDS WEST, 359.45 FEET TO THE POINT OF A COMPOUND CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 435.08 FEET, AN ARC LENGTH OF 13.50 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 19 MINUTES 25 SECONDS EAST, 13.50 FEET TO THE POINT OF A COMPOUND CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 270.13 FEET, AN ARC LENGTH OF 225.44 FEET, THE CHORD OF WHICH BEARS NORTH 42 DEGREES 48 MINUTES 52 SECONDS EAST, 218.95 FEET TO THE POINT OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 344.00 FEET, AN ARC LENGTH OF 84.43 FEET, THE CHORD OF WHICH BEARS NORTH 59 DEGREES 41 MINUTES 15 SECONDS EAST, 84.22 FEET; THENCE LEAVING SAID EAST LINE OF TRINITY AVENUE (50 FEET WIDE), SOUTH 82 DEGREES 49 MINUTES 57 SECONDS EAST, 89.06 FEET; THENCE SOUTH 07 DEGREES 23 MINUTES 13 SECONDS WEST, 184.95 FEET TO THE POINT OF BEGINNING, CONTAINING 240,404 SQUARE FEET, MORE OR LESS.

(#601 TRINITY AVENUE, #6701 DELMAR BOULEVARD & #702 HARVARD AVENUE)

WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS THE:

"UNIVERSITY CITY GOVERNMENT BUILDING"

ALL EXISTING EASEMENTS ARE SHOWN.

THE BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS CITY OF UNIVERSITY CITY

STATE OF MISSOURI

COUNTY OF ST. LOUIS)

DAY OF 2022, BEFORE ME APPEARED PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE CITY OF UNIVERSITY CITY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATE AND POLITICAL

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN THE CITY OF ST. LOUIS, MISSOURI, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES

CITY APPROVAL

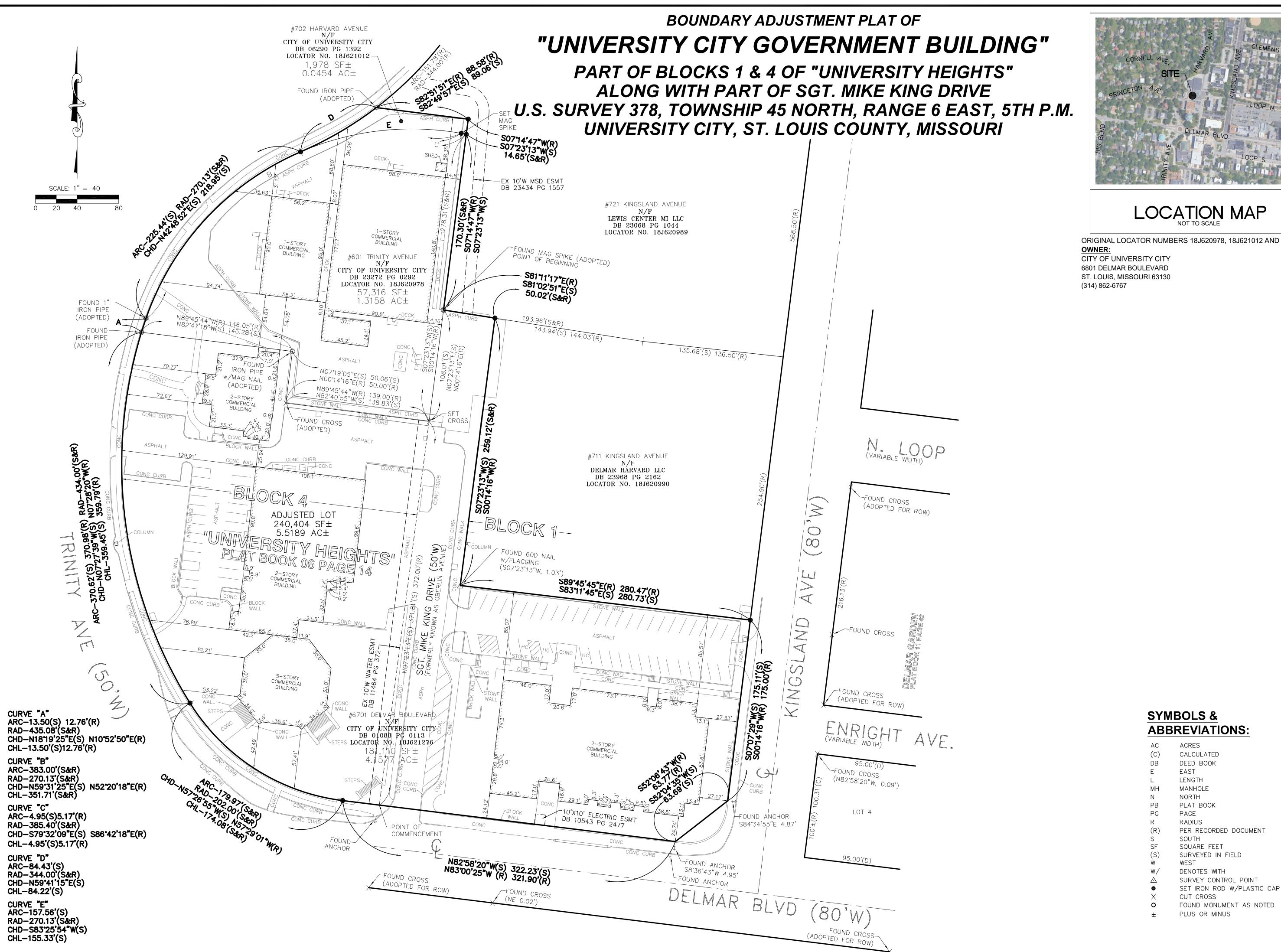
WE, LARETTE REESE, CITY CLERK AND SINAN ALPASLAN, PE, PUBLIC WORKS DIRECTOR FOR THE CITY OF UNIVERSITY CITY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT SHOWN ON THIS PAGE OF "UNIVERSITY CITY GOVERNMENT BUILDING", , CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI, WAS APPROVED BY THE CITY OF UNIVERSITY CITY COUNCIL OF ST. LOUIS COUNTY, MISSOURI, BY ORDINANCE # ____ ____ DAY OF ______, 2022.

LaRETTE REESE, CITY CLERK CITY OF UNIVERSITY CITY, MISSOURI SINAN ALPASLAN, PE, PUBLIC WORKS DIRECTOR CITY OF UNIVERSITY CITY, MISSOURI

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE CITY OF UNIVERSITY CITY, WE HAVE DURING THE MONTH OF APRIL 2022, EXECUTED A PROPERTY BOUNDARY SURVEY IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS AND IN A MANNER CONSISTENT WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE LAND SURVEYING PROFESSION CURRENTLY PRACTICING AND IN SIMILAR CIRCUMSTANCES, ON THE TRACT OF LAND SHOWN AND DESCRIBED HEREON AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED UPON THIS PLAT. THIS SURVEY MEETS THE ACCURACY STANDARDS FOR AN URBAN PROPERTY AS DEFINED IN SAID STANDARDS.

CIVIL DESIGN INC. (CDI) 5220 OAKLAND AVENUE ST LOUIS, MISSOURI 63110 PHILIP A. GROUT, PLS-2010018902 DATE



HECKED BY:

LOCATION MAP

ORIGINAL LOCATOR NUMBERS 18J620978, 18J621012 AND 18J621276

LAND SURVEYING CORPORATION LICENSE NUMBER:

2011020042 EXPIRES: 12-31-2023



COF UNIVERSITY C 6108 DELMAR BOULEVARD ST. LOUIS, MISSOURI 63130

SHEET NO. 2 OF 2



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: 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.

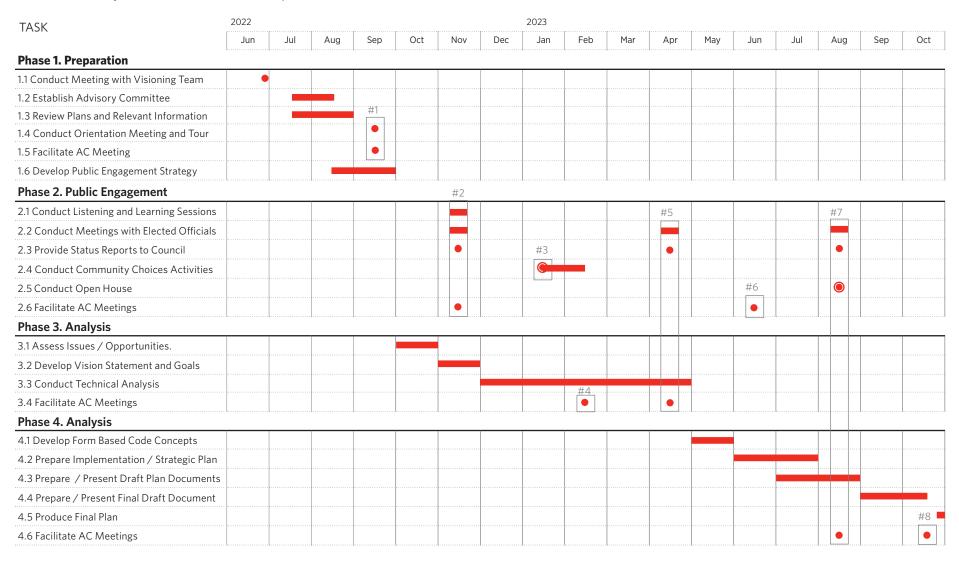
Phase 4: Plan Development

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



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



P 614 586 1500 F 614 586 1515

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STANDARD FORM CONTRACT FO	R SPECIAL SERVICES		
Provided to ACP Greene & Associ	ates, LLC, dba Planni	ing NEXT, an Ohio limited liability company	
AGREEMENT made this	day of	, 2022 between	_
(hereinafter referred to as	the "Client") and	d ACP Greene & Associates, LLC (an Ohio limited liability company) als	0
doing business as Planning	NEXT (hereinaft	ter 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