ORDINANCE NO. 20-040

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MKSK OF COLUMBUS, OHIO, FOR THE DOWNTOWN SANDUSKY / OPPORTUNITY ZONE MASTER PLAN PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as a result of the Federal Tax Cut and Jobs Act of 2017, the State of Ohio worked with the U.S. Treasury to establish Ohio Opportunity Zones in 320 economically distressed census tracts among 73 of its counties and in 2018, an Opportunity Zone was designated within the City OF Sandusky, which is comprised of Census Tract 408 and includes all of downtown Sandusky; and

WHEREAS, in 2019, the Ohio Amended Substitute House Bill No. 166 established the Ohio Opportunity Zone Tax Credit, which offers tax incentives for eligible investments in qualified projects located in Ohio Opportunity Zones; and

WHEREAS, two (2) separate Requests for Qualifications (RFQ) were issued for the Downtown Sandusky / Opportunity Zone Master Plan Project in which eleven (11) submittals were received, evaluated and ranked by a selection committee and the top three (3) firms for each RFQ were interviewed by the committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined MKSK was the most qualified for both RFQs and a proposal for scope of services was requested and reviewed by the selection committee and ultimately an agreement was negotiated; and

WHEREAS, MKSK will be providing professional services for the Downtown Sandusky / Opportunity Zone Master Plan which includes four (4) phases and are summarized as follows:

Phase 1 – Project Initiation and Management

Phase 2 – Visioning & Opportunities Analysis

Phase 3 – Physical Master Plans & Policy Recommendations

Phase 4 – Plan Synthesis

and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost of the professional services is not to exceed \$108,000.00 and will be paid with Issue 8 funds from the Capital Projects Fund (Planning and Special Projects) in the amount of \$73,000.00, Capital Projects Funds (Mobility Funds) in the amount of \$10,000.00, and with private donations of \$5,000.00 from Firelands Regional Medical Center, \$5,000.00 from Cedar Point Park, \$5,000.00 from Civista Bank and \$10,000.00 and the Randolph J. & Estelle M. Dorn Foundation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately proceed with the project so a plan and documentation can be in place and utilized at the earliest opportunity for continued downtown development within the boundaries of the Opportunity Zone; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

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of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with MKSK of Columbus, Ohio, for Professional Services for the Sandusky Downtown / Opportunity Zone Master Plan Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY I RESSER

CLERK OF THE CITY COMMISSION

Passed: February 24, 2020

AGREEMENT

This Agreement is made and entered into as of the	day of
, 2020, (the "effective date") by and between	the City of Sandusky, Ohio, an
Ohio Municipal Corporation located in the County of Erie, (hereinafter "City"), and MKSK,
462 South Ludlow Alley, Columbus, Ohio, 43215, (hereinafter	"Consultant").

Recitals:

WHEREAS, as a result of the Federal Tax Cut and Jobs Act of 2017, the State of Ohio worked with the U.S. Treasury to establish Ohio Opportunity Zones in 320 economically distressed census tracts among 73 of its counties and in 2018, an Opportunity Zone was designated within the City of Sandusky, which is comprised of Census Tract 408 and includes all of downtown Sandusky; and

WHEREAS, in 2019, the Ohio Amended Substitute House Bill No. 166 established the Ohio Opportunity Zone Tax Credit, which offers tax incentives for eligible investments in qualified projects located in Ohio Opportunity Ones; and

WHEREAS, the creation of the Opportunity Zone program provides an opportunity for the City to attract significant investment into Sandusky's Opportunity Zone, which includes Downtown Sandusky, the historic residential Kilbourne Plat neighborhood, including waterfront sites with dramatic views o Cedar Point; and

WHEREAS, the City issued Requests to Qualifications for the Downtown Sandusky / Opportunity Zone Master Plan Project to assist with a Master Plan & Policy Recommendations and Prospectus and Marketing Plan; and

WHEREAS, MKSK, was selected as the most qualified firm through a selection process and submitted a proposal dated February 12, 2020, which is marked Exhibit "A" and is attached to this Agreement and is specifically incorporated as if fully rewritten herein; and

WHERAS, the City and the Consultant thereafter negotiated this Agreement to set forth their mutual understandings and agreements concerning Consultant's provision of the services and the Sandusky City Commission authorized the City Manager to enter into this agreement by Ordinance No. ______, passed on February 24, 2020, and.



Agreement:

- 1. <u>Recitals</u>. The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.
- 2. <u>Scope of Services / Non-Assignment</u>. The Consultant agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

Consultant shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State or local statutes, ordinances, rules, and regulations.

Consultant shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

- 3. <u>Independent Contractor</u>. Consultan acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreemen will not be employees of the City.
- 4. <u>Compensation</u>. Consultant shall be paid for the services performed in accordance with this Agreement in an amount not to exceed One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00). Consultant agrees to timely submit monthly invoices to the Department of Planning for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Consultant within thirty (30) days of receipt of the monthly invoice from Consultant.
- 5. Indemnification. Consultant shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgements and expenses incident to the same, for injuries to persons or property arising out of or in connection with Consultant's performance under and pursuant to this agreement unless causes by the gross negligence or willful misconduct of the City.
- 6. <u>Confidentiality</u>. City and Consultant each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from disclosure as public records and Consultant agrees that any information

communicated to the Consultant during the performance of the services required by this Agreement that concerns confidential personal, financial or other affairs of the City shall be treated by Consultant as confidential and shall not be revealed or discussed unless required by law or specifically authorized to do so in writing by the City.

- 7. Public Records. The Consultant shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Consultant's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Consultant for purposes of inspection. The Consultant agrees that all reports p epared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Consultant shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.
- **8.** <u>Term.</u> The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.
- 9. <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement the City may terminate this Agreement for cause or for no cause by giving ten (10) days written notification to the Consultant. The notice of termination shall be by certified mail, return receipt requested.

Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, and any other documents relating to the scope of services that may be in the possession of Consultant at the time of termination. Consultant shall be paid an amount that bears the same ratio to the total services of the Consultant covered in this Agreement, less payments of compensation previously made.

10. Notice.

Whenever in this Agreement there shall be required or permitted that notice or demand to be given or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

City of Sandusky
City Manager
240 Columbus Avenue
Sandusky, OH 44870

MKSK COLUMBUS
c/o Jeff Pongonis
462 South Ludlow Alley
Columbus, OH 44870

- 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- **Equal Employment Opportunity.** In carrying out this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the prolisions of this nondiscrimination clause. The Consultant will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Consultant will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.
- 13. <u>Entire Agreement</u> This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement
- 14. <u>Severability</u>. If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable
- **15.** <u>Amendments.</u> This Agreement may be amended by the parties only by a written agreement signed by both parties

SIGNATURE PAGE TO FOLLOW

Agreement with MKSK
Sandusky Opportunity Zone Master Plan & Policy Recommendations
Page 5 of 6

WITNESSES:	CITY OF SANDUSKY:
	Eric L. Wobser, City Manager
	Date
WITNESSES:	MKSK COLUMBUS:
	(Signature)
	(Printed Name and Title)
Approved as to Form:	Date
revor M. Hayberger #0075112 aw Director City of Sandusky	

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City uring the year 2020 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date			200000	lle Reeder or of Finance	
Accou	nt Number				





Exhibit A: Downtown Sandusky/Opportunity Zone Master Plan

The following scope of services outlines our proposed process for creating the Downtown Sandusky/Opportunity Zone Master Plan.

ORGANIZATIONAL STRUCTURE:

We view this project as a collaborative effort with the City of Sandusky. An important element of this process is the engagement and participation of the community and identified stakeholders. We propose the following structure for the project planning and review process:

Client Team

The City of Sandusky will create a small (3-5 person) Client Team serve as our closest advisors and project partners throughout the project. The MKSK Team will communicate and coordinate with the Client Team to ensure the project advances according to the approved work plan and is addressing the needs of the City. The Client Team will provide the first level of review of all products and be the consistent point of communication between the MKSK Team, Executive Steering Committee, Stakeholders, and the general public.

Executive Steering Committee

We will work directly with the Executive Steering Committee to oversee and guide the planning process. Members will review and advise on draft deliverables before publication and assist in the coordination of the project between the MKSK Team, various stakeholders, and the community. The Steering Committee will meet three times at key intervals during the project.

Focus Group Roundtables

We propose a stakeholder engagement process with roundtable interviews at the beginning phase of the project and again in the second phase. The purpose of the early focus groups roundtables is to help us understand the specific details, concerns, and opportunities presently facing Sandusky and on the minds of downtown property owners and other stakeholders as are identified by the Client Team. These conversations will help identify potential areas of focus for the public and private realm downtown and what could be feasible Big Ideas for Sandusky in the near- and long- term. The first round (6, 1 hour sessions) will take place in the same trip as Steering Committee #1 and the community site tour.

The second round of stakeholder engagement is proposed as a set of stakeholder meetings to take place in a single day, or over 1.5 days, in the same trip as Steering Committee #2. These will consist of 8-10 meetings with individual downtown property owners as recommended by the City, 30-60 minutes in length. These discussions will brainstorm potential projects/a future vision for each property and identify the issues and opportunities for implementing desired changes. These meetings will inform the planning process by helping to build excitement for what is feasible Downtown, prioritize potential projects, and begin the coalition building that the Client Team will take into the plan's implementation.

Community Engagement

To engage the community, the MKSK Team will prepare an online public survey early in the process and key messages for the Client Team to promote online and on social media. Also, we propose to review previous community engagement efforts conducted in the City to build an understanding of issues and opportunities as identified by the broader community and make sure our analysis is reflective of these perspectives to the extent possible. If broader community engagement is determined important at any phase of the process, we can work



with the Client Team to identify additional services to incorporate it. We propose holding a publicly advertised open forum event at the final draft stage of the process. We expect the Planning Commission meeting will function as this open forum.

PROJECT SCOPE OF SERVICES

The MKSK Team proposes a four-phase process over an approximately five-month period. Project phases include:

- Project Initiation and Management
- Visioning & Opportunities Analysis
- Physical Master Plan and Policy Recommendations
- Plan Synthesis

PHASE 1 - PROJECT INITIATION AND MANAGEMENT (Month 1)

Refine and finalize scope, schedule, and deliverables with Client Team

- 1.1 Establish Project Management Protocol (conference call)
 - Client Team meeting schedule
 - Meeting logistics and preparation processes
 - Project deliverable review processes

Phase 1 Deliverables:

- Finalized Scope of Work & Schedule
- Project Management Protocol

PHASE 2 – VISIONING & OPPORTUNITIES ANALYSIS (Month 2)

- 2.1 Conduct an initial collection of base information
 - Create a base map and 3D model (digital)
 - Van/walking tour with Client Team (includes stops to discuss conditions, ideas and walking some portions to experience the pedestrian perspective) (combined trip with task 2.2)
 - Assemble photo documentation
- 2.2 Organize meetings (combined trip with van/walking tour)
 - Host Steering Committee Meeting #1 (SC#1)
 - Conduct Focus Group Roundtable meetings

2.3 Review additional documentation

- Collect and assess remaining documentation and relevant studies, plans, etc.
- Summarize recurring themes and findings
- Prepare analysis diagrams (zoning, land use, demographics, recent and planned investment, housing, anchors, parking, etc.
- Confirm goals, objectives, priorities, and high-level initiatives/program components



2.4 Existing Market Conditions

- Review and summary of existing market conditions
- Sandusky team to conduct audit of existing programs and summarize for MKSK team

2.5 Conduct Online Survey

 Community survey and project key messages to introduce the project and understand community vision/priorities

Phase 2 Deliverables:

- Introductory/existing conditions presentation
- Summary of Understanding
- Base maps
- Planning Principles

PHASE 3 - PHYSICAL MASTER PLANS & POLICY RECOMMENDATIONS (Months 3-4)

- 3.1 Develop a physical master plan and corresponding policy recommendations for Downtown that specifically addresses:
 - 3.1.1 Opportunities and Priorities in the public realm. Opportunities are expected to cover a broad basis with high-level recommendations. Prioritization will identify three to five focus areas to illustrate in 4.1. Opportunities are expected to include:
 - o Connections to adjoining neighborhoods
 - o Connections to the waterfront
 - o Connections to Battery Park with input from the Water Street Design prepared by Environmental Design Group and the Bicentennial Plan.
 - o High level multimodal recommendations including pedestrians, transit, ferries, parking and circulator transport and water taxis
 - o Streetscape and intersections
 - Including general project/typology recommendations in coordination with the Mobility Plan as completed by the Client Team
 - Expecting key focus will be on Columbus Avenue
 - Including recommendations for parking locations and identification of number of spaces expanded or reduced in any preferred concept
 - 3.1.2 Opportunities and Priorities in the private realm/catalytic development. Opportunities are expected to cover a broad basis with high-level recommendations. Prioritization will identify three to five major anchor projects. Opportunities are expected to identify:
 - o Major anchors
 - May include private development or catalytic public investment sites
 - o Intermediate / smaller development, redevelopment and infill opportunities
 - o Key components of priority projects such as access, parking, location, program, timeline and high-level feasibility considerations



- 3.2 Develop a Governance strategy with a focus on Marketing, Programming and Maintenance strategy. This task will be based on work conducted by the Client team and is expected to identify the following:
 - High-level market opportunity considerations for priority projects
 - Key partners and City department responsibilities for implementation and maintenance
 - Infrastructure capital and maintenance
- 3.3 Recommendations for Regional Partnership Coalition. Include recommendations for continued coordination, collaboration and communication with key partners for implementation.
- 3.3 Organize meetings
 - Steering Committee Meeting #2: Presentation of draft master plan and policy recommendations
 - Stakeholder Meetings (same trip as SC#2)

Phase 3 Deliverables:

- Presentation of draft master plan and policy recommendations
- Maps with recommendations
- Conceptual designs
- Draft recommendations

PHASE 4 - PLAN SYNTHESIS (Month 5)

- 4.1 Draft a final Master Plan
 - · Prepare final illustrations, plan graphics, and recommendations
 - Develop supporting narrative
 - Develop preliminary cost estimates and P3 possibilities
 - Create a responsibilities matrix with assistance from the Client Team that will guide program benefits, lead department, proposed budget, revenue sources & mechanisms

4.2 Organize meetings

- Steering Committee Meeting #3 (same day as public forum)
- Public Forum (Planning Commission Meeting)
- Consolidated plan review by Client Team
- 4.3 Prepare final plan documentation

Phase 4 Deliverables:

- Final presentation
- Final Master Plan
- Executive Summary Booklet (for use in marketing and communications)



OPTIONS FOR ADDITIONAL SCOPE TASKS

These items could be added to the scope above and be priced individually according to the Cost Proposal for Additional Scope Tasks below:

Additional Meetings

In person client meetings, stakeholder meetings or phone calls, additional Steering Committee Meetings, or Public Meetings.

Corridors or Concepts

Corridor/focus area or site concepts beyond the three (each) described above.

Mobile Meetings & Display Materials

Meeting materials ("Mobile Meeting Kit") for conducting independent meetings about the planning effort for use by staff, Executive Steering Committee members, and/or other community members. These materials would describe the planning effort, include existing condition information, and provide directed questions and a place for comments and reaction. These materials would be provided to the Client in digital format for city printing.



Cost Proposal

Fees are proposed as a lump sum, billed as a percent complete by phase, of 108,000. Reimbursable expenses (e.g. travel, meals, print media, etc.) are estimated as a not to exceed amount of \$4,300.

COST PROPOSAL

PHASE		TOTAL FEE
1.	Phase 1: Project Initiation & Management	\$11,000
2.	Phase 2: Visioning & Opportunities Analysis	\$28,000
3.	Phase 3: Physical Master Plans & Policy Recommendations	\$41,000
4.	Phase 4: Plan Synthesis	\$23,700
Base S	Services Total	\$103,700
Reimb	oursable Expenses	\$4,300
TOTAL	. FEE	\$108,000

COST D	ROPOSAL FOR ADDITIONAL TRIPS/TASKS, ONLY IF REQUESTED AND A	LITUODIZED
	MOPOSAL FOR ADDITIONAL TRIPS/TASKS, ONLY IF REQUESTED AND F	OTHORIZED
ITEM		TOTAL FEE
A.	MKSK trip, 1 person, including meeting, materials & expenses	\$1,800
B.	HR&A trip, 1 person, including meeting, materials & expenses	\$7,000
C.	Steering Committee Meeting, including materials & expenses	\$6,000
D.	Public Meeting + materials & expenses (per page 6)	\$10,000

Other requests to be priced individually. See hourly fees in the enclosed terms and conditions.

If this proposal is suitable to you, please sign for authorization to begin.

On behalf of MKSK,

Jeff Pongonis, ASLA, Principal-in-Charge

jpongonis@mkskstudios.com

614.621.2796

APPROVED BY:

Signature	Date
Name / Title	



Project Management Schedule

We propose the following schedule as a framework to guide the process. This framework may be subject to change based on scheduling needs and City review periods for deliverables.

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