

ORDINANCE NO. 22-017

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH SMITHGROUP ARCHITECTS & LANDSCAPE ARCHITECTS, PLLC (D.B.A SMITHGROUP, PLLC) OF ANN ARBOR, MICHIGAN, FOR THE SOUTH SIDE SANDUSKY NEIGHBORHOOD PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision / Comprehensive Plan and Strategic Plans were adopted in which recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected and inspired the creation of the Sandusky Neighborhood Initiative; and

WHEREAS, the City Commission approved and adopted the Sandusky Neighborhood Initiative Plan by Ordinance No. 17-135, passed on July 10, 2017; and

WHEREAS, the Sandusky Neighborhood Initiative, aimed at improving residential neighborhoods within the City, and focused on six (6) neighborhoods which included the South Side neighborhood; and

WHEREAS, the South Side Sandusky Neighborhood Plan will provide an interactive engagement process, physical development approach to neighborhood and recreation facilities, redevelopment for MacArthur Park housing, an approach to neighborhood safety, community building and partner building, and area beautification; and

WHEREAS, the City issued a Requests for Qualifications (RFQ) for the South Side Sandusky Neighborhood Plan in which nine (9) submittals were received, evaluated and ranked by a selection committee with the top two (2) firms interviewed and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined SmithGroup, PLLC, of Ann Arbor, Michigan, was the most qualified; and

WHEREAS, SmithGroup, PLLC, will be providing professional services for the South Side Sandusky Neighborhood Plan and is 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 \$149,750.00 and will be paid with American Rescue Plan Act Stimulus Funds; 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 services so a plan and documentation can be in place and utilized at the earliest opportunity for continued revitalization and investment strategy in the South Side neighborhood; 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 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

PAGE 2 - ORDINANCE NO. 22-017

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 SmithGroup Architects & Landscape Architects, PLLC (D.B.A SmithGroup, PLLC), of Ann Arbor, Michigan, for Professional Services for the South Side Sandusky Neighborhood Plan 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 Forty Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$149,750.00).

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:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 14, 2022

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2022, (the “effective date”) by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter “City”), and SmithGroup Architects & Landscape Architects, PLLC, D.B.A. SmithGroup, PLLC, a Michigan professional limited liability company located at 201 Depot Street, Ann Arbor, Michigan 48104, (hereinafter “Consultant”).

Recitals:

WHEREAS, in 2016, the City’s Bicentennial Vision, Comprehensive Plan and Strategic Plans were adopted in which recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected and inspired the creation of the Sandusky Neighborhood Initiative; and

WHEREAS, the City Commission approved and adopted the Sandusky Neighborhood Initiative Plan by Ordinance No. 17-135, passed on July 10, 2017; and

WHEREAS, the Sandusky Neighborhood Initiative, aimed at improving residential neighborhoods within the City, and focused on six (6) neighborhoods which included the South Side neighborhood; and

WHEREAS, the South Side Sandusky Neighborhood Plan will provide an interactive engagement process, physical development approach to neighborhood and recreation facilities, redevelopment for MacArthur Park housing, an approach to neighborhood safety, community building and partner building, and area beautification; and

WHEREAS, the City issued Requests for Qualifications (RFQ) for the South Side Sandusky Neighborhood Plan in which nine (9) submittals were received, evaluated and ranked by a selection committee with the top two (2) firms interviewed and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined SmithGroup, PLLC, of Ann Arbor, Michigan, was the most qualified; and

WHEREAS, SmithGroup, PLLC, will be providing professional services for the South Side Sandusky Neighborhood Plan and is 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 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 _____, 2022.

THEREFORE, in consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

Agreement:

1. **Recitals.** The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.
2. **Scope of Services / Non-Assignment.** 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. **Independent Contractor.** Consultant 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 Agreement will not be employees of the City.

4. **Compensation.** The City shall pay the Consultant for the services performed in accordance with this Agreement in an amount not to exceed One Hundred Forty Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$149,750.00). Consultant shall timely submit monthly invoices to the City's Community Development Department for services rendered for the previous thirty day period. The City shall make timely payment to the Consultant within thirty days of receipt of the monthly invoice from the 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 negligent performance under and pursuant to this Agreement unless caused by the gross negligence or willful misconduct of the City.

6. **Confidentiality.** 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 prepared 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. **Term.** 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. **Termination.** 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

SmithGroup, PLLC
201 Depot Street
Second Floor
Ann Arbor, MI 48104

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12. 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 provisions 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. Entire Agreement. 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. Severability. 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. **Amendments.** This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

DRAFT

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

Date

WITNESSES:

SmithGroup, PLLC:

(Signature)

(Printed Name and Title)

Date

Approved as to Form:

Brendan Heil #0091991
Law 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 during the year 2022 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

Michelle Reeder
Director of Finance

Account Number

SMITHGROUP

December 29, 2021
(Rev January 3, 2022)
(Rev January 26, 2022)

Arin Blair, AICP | Chief Planner
COMMUNITY DEVELOPMENT DEPARTMENT
240 Columbus Ave | Sandusky, OH 44870
T: 419.627.5873 | F: 419.627.5825
www.ci.sandusky.oh.us

Re: South Side Sandusky Neighborhood Plan

Dear Ms. Blair,

The SmithGroup & Jima Studio Team is excited to submit this proposal in the collaborative co-creation of the 2021 Southside Sandusky Neighborhood Plan. We thoroughly enjoyed our initial interview conversation with your team and are excited about the prospect of collaborating with city leadership, regional + national leaders and residents of Sandusky for this important plan.

Our proposed team and approach for this effort blurs traditional boundaries between our planning and community engagement team partners, your team, and the residents of this resilient, dynamic and diverse neighborhood. Together we will foster a supportive plan with clear steps forward, and actionable outcomes that celebrate the neighborhood's vision.

We look forward to working with you to develop an authentic and creative engagement foundation to create an in-depth neighborhood plan inclusive of considerations for mobility, housing, parks and recreation, mixed-use commercial, and key partners.

To ensure we deliver an impactful, thoughtful and inclusive plan, our project team is motivated to serve the neighborhood and the City with the professional capacity needed to yield the outcomes we must create. This team will be led by Michael Johnson, Kendra Hyson and Ujiji Davis Williams, supported by a deep bench of knowledgeable and invested team members who will weave in and out of the process at critical points.

SCOPE OF SERVICES

PROJECT UNDERSTANDING

This plan follows the adopted Bicentennial Vision in 2016 and which maintains a primary goal of creating a city that is vibrant, livable, connected, and celebrated. The planning process also identified specific neighborhoods of focus and investment. This led to the creation of the 2017 Sandusky Neighborhood Initiative which highlighted six target neighborhoods, including the South Side Neighborhood. Since adoption of both planning processes, the city has implemented portions of these plans. However, we know that the South Side Neighborhood has its own unique sets of assets and challenges that we look forward to working through with you. The South Side Neighborhood primarily consists of multi- and single- family residential streets and structures. Bordered by Perkins Avenue, Hayes Avenue, Mills Golf Course and the railroad tracks, the neighborhood seems to have

City of Sandusky

South Side Sandusky Neighborhood Plan
Sandusky, Ohio

SmithGroup

SMITHGROUP

clearly defined borders. The neighborhood is anchored by Pierce and Buchanan Streets, inclusive of MacArthur Park and Churchwell Park. We understand the neighborhood is primarily renter-occupied with a significant number of vacant homes in the neighborhood. Some blight in the area needs to be addressed as part of the plan via demolition or other techniques. Many of the parcels in MacArthur Park and surrounding Churchwell Park and publicly owned, which provide significant opportunities to re-think this important area. Opportunities also exist to consider mobility, sidewalk and alley improvements to improve safe pedestrian access in the neighborhood.

Key items that will be included in the South Side Neighborhood Plan are as follows:

- AN ITERATIVE ENGAGEMENT PROCESS. A thorough, creative community engagement process is essential for a successful planning process, identification of community needs, and prioritization of implementation items.
- A PHYSICAL DEVELOPMENT APPROACH TO NEIGHBORHOOD AND RECREATION FACILITIES. An in-depth neighborhood plan, including corridors, neighborhood housing and park areas.
- MACARTHUR PARK HOUSING REDEVELOPMENT. A holistic look at the existing infrastructure and housing within the MacArthur Park area and determine best course of action for infill development. In addition, the plan will include a conceptual improvement plan for Churchwell Park including illustrative site plan, list of improvements and order of magnitude budget range for improvements.
- AN APPROACH TO NEIGHBORHOOD SAFETY. This neighborhood is home to many of Sandusky City Schools students and athletic facilities, including the football stadium. The plan will focus on design principles to take advantage of these assets and ensure the neighborhood is safe and welcoming to youth and families.
- COMMUNITY BUILDING AND PARTNER BUILDING. Nurture resident leaders in the neighborhood and identify and cultivate relationships with institutional and private stakeholders in or adjacent to neighborhoods.
- AREA BEAUTIFICATION. Target small-scale investments in public art, neighborhood beautification, signage and branding, and historic markers to solidify a stronger state of place and community with community involvement.

PROJECT APPROACH

As part of this plan, we look forward to working with the community and city staff to address key implementation ideas and work directly with the community on specific needs and to build constituency, elevate trust, create cohesion, foster diversity and drive action. The following pages describe our proposed project approach. This plan is intended to be conducted in a hybrid manner, culminating with three (3) primary in-person workshops, including stakeholder and steering committee meetings, as noted task by task. All other meetings are anticipated to be virtual, unless specifically requested to be in-person.

Task 1: Foundations (2 months)

Project initiation and kickoff combines with an extensive communication and educational phase, which will lay the groundwork for future conversations with the neighborhood. This phase will establish and secure a steering committee representing key interests and perspectives within the community. To assist the city in its development of the South Side

SMITHGROUP

Sandusky Neighborhood Plan, our team will build upon our knowledge of current or recently adopted related plans, studies, and laws completed by our team and others. Recent plans include:

- 2016 Bicentennial Vision
- 2017 Sandusky Neighborhood Initiative
- 2021 Neighborhood Ice Cream Socials Findings

Task 1 Meetings & Deliverables

- Past plan review summary
- Data collection, preliminary analysis synthesis of information
- Map and resource compilation
- Engagement plan
- Project website / portal and project branding
- Communication strategy, education primer and social media kit
- Steering Committee meetings (2)
- Ongoing project team communication (bi-weekly meetings)
- Initial partner and capacity building conversations

Task 2: Visioning (2 months)

The Visioning phase focuses on building a common set of community values and goals across the community and stakeholder groups. We will also study, explore, and discuss different scenarios and directions that the neighborhood might move towards in the future. Helping the community and stakeholders understand the forces and factors that shape the vitality of the community is critical to having a successful, flexible plan.

The plan will be a community-oriented neighborhood plan completed with close coordination with the public from the very beginning and throughout. Outreach for the plan will be carefully executed and done through traditional methods or innovative mediums to maximize community and stakeholder engagement in the planning process and build on previous and ongoing engagement efforts.

Public participation processes for the plan will be inclusive to a wide range of residents, businesses and organizations, and provide variety in meeting and discussion formats for accessibility.

Key considerations and overall tactics about our approach will include:

- Develop and maintain stakeholder database in conjunction with city staff
- Identify community events to create awareness during the visioning process as well as overall community engagement for the project
- Identify in kind as well as paid sponsorship opportunities with local organizations, businesses etc. where we can cross promote joint efforts and create awareness about the plan
- Engage with community through nontraditional channels including local Facebook groups, grassroots programming and other partner communication channels

SMITHGROUP

- Reporting and ongoing dialogue with internal parties and adapt plan and strategy as needed

Task 2 Meetings & Deliverables

- Vision and perception survey
- Vision, goals and perception summary
- Preliminary scenario and idea generation
- In-person Neighborhood Engagement #1: Vision & goals
- Stakeholder Group meetings (up to 4, potentially in person in conjunction with engagement #2)
- Steering Committee meetings (2 total, 1 in-person)
- Ongoing project team communication (bi-weekly meetings)

Task 3: Exploration (3 months)

The Exploration phase is about digging deeply into different plan alternatives and options with the community and stakeholders. Goals will be translated into measurable objectives to be used in making decisions. Different typologies will be developed and considered in terms of overall plans and alternatives informed by scenarios.

We will work with community stakeholders to co-create and develop consensus-based vision for the area and identify, validate, and collect information on specific opportunities and challenges unique to the area.

Following analysis of the existing physical information, previous planning studies, zoning and regulatory issues, and initial community outreach, our planning team will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals within the identified physical and financial constraints. During this phase, the planning team will present the alternative ideas and develop a preferred plan and initial ideas regarding design and implementation.

Our team regularly uses an “alternative future” scenario planning process. This method allows us to work with you to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Once these inputs are identified, we will work with the community, staff and city leadership to review key themes and develop alternative scenarios that describe how the land use/space programming and recommended utilization and/or land use of holdings is expected to change.

Alternative scenarios are then used as a basis for developing conceptual-level plans and physical change recommendations that may describe buildings, streets, infrastructure, open space, and program changes in the study area.

Task 3 Meetings & Deliverables

- Clarify objectives and refine as a measurable evaluation criteria
- Develop design ideas and typologies (neighborhood, corridor, parks)
- Test typologies on “pilot” projects
 - Mills School Ideas

SMITHGROUP

- MacArthur Park concept ideas
- Churchwell Park ideas
- Neighborhood safety ideas
- Beautification ideas
- In-person Neighborhood Engagement #2: Ideas and objectives
- Stakeholder Group meetings (up to 4 potentially in person in conjunction with engagement #1)
- Steering Committee meeting (2 total, 1 in-person)
- Ongoing project team communication (bi-weekly meetings)

Task 4: Choices (3 months)

The Choices phase will be an interactive process of evaluating and refining different alternatives through a series of direction and consensus-building exercises. Steering Committee and stakeholders will be provided different alternatives and corresponding assessments of how well these choices meet the community goals and values.

The draft plan may include appropriate content including, but not limited to, a community needs assessment, visuals, maps, charts, renderings, implementation strategy, or photos to accessibly convey information of the plan.

Task 4 Deliverables

- Conduct assessment of alternatives, utilizing a clear decision-making format to identify a consensus direction
- In-Person Neighborhood Engagement #3: Choices, Community Building and Partner Building
- Draft plan document including but not limited to:
 - MacArthur Park illustrative site plan
 - Churchwell Park conceptual site plan
 - Mills School
 - Housing and redevelopment scenarios (catalytic sites, housing typology, density)
 - Corridor, mobility, neighborhood safety
 - Beautification ideas
- Stakeholder Group meetings (up to 4 potentially in person in conjunction with engagement #3)
- Steering Committee meeting (2 total, 1 in-person)
- Ongoing project team communication (bi-weekly meetings)

Task 5: Action (2 months)

The Action phase takes the preferred plan direction and breaks it down into actionable tasks in the short-term to see the plan implemented. This includes assembly of the final report documents and any supplemental documentation. This phase also includes ushering the plan through the formal approval processes.

Based on draft plan feedback received, our team will produce a final presentation (16:9 format) and final report (8½" x 11" format) and interactive web portal. Important narrative,

SMITHGROUP

color graphics, diagrams, and photographs will be incorporated throughout the document. In addition, all original and working planning materials including CAD, SketchUp, GIS, Illustrator, In Design, Excel, Word, and others can be delivered in their native format.

The plan will include an implementation strategy that will address how the plan will be phased and put into practice, including what groups, partnerships, or entities will be needed to advance the recommendations and govern the implementation. The implementation strategy will also identify potential policy changes to support the master plan and its goals, as well as partnerships and funding opportunities.

Task 5 Deliverables

- Revised and final plan document (print and interactive web-based formats)
- Final plan document including but not limited to:
 - Overall neighborhood plan
 - Up to 6 illustrative site plans
 - Up to 5 eye-level or birds eye renderings
 - All narratives, sketch plans, diagrams and models
- Implementation plan, including phasing and priority plan and partners
- Refining the plan and plan approvals
- Stakeholder Group meetings (up to 4)
- Steering Committee meeting (2)
- Plan approval meeting (s), in-person as needed in
- Ongoing project team communication (bi-weekly meetings)

SCHEDULE

we anticipate an approximately 10-month process to ensure appropriate outreach and engagement. We propose working with one primary contact at the City of Sandusky, to ensure clear direction and scheduling of each phase. Our team will check-in at regular intervals to review progress and understand budget implications on the process. If any additional services are needed or requested, or if project delays outside of the control of our team occur, this schedule and fee may need to be adjusted.

COMPENSATION

SmithGroup shall be compensated for completion of the Scope of Services for a lump sum of \$149,750 (One hundred forty-nine thousand seven hundred fifty dollars) inclusive of labor and expenses. This fee also includes a \$7,500 stipend to reimburse volunteers for their time as part of this effort. This accommodates an estimate of approximately \$25 per person per engagement.

The fee generally breaks down by task as follows

- Task 1: \$15,500
- Task 2: \$32,500
- Task 3: \$38,500
- Task 4: \$36,250

City of Sandusky	South Side Sandusky Neighborhood Plan	SmithGroup
	Sandusky, Ohio	

SMITHGROUP

- Task 5: \$27,000

POTENTIAL ADDITIONAL SERVICES NOT INCLUDED IN SCOPE

- Additional community engagement beyond three primary community meetings, bi-weekly core team meetings, monthly steering committee meetings and focus group meetings.
- Housing (and affordable housing) market analysis, financing and additional design beyond basic typologies.
- Grant writing support to fund implementation initiatives.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF SANDUSKY AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Sandusky acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations.

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

City of Sandusky

South Side Sandusky Neighborhood Plan
Sandusky, Ohio

SmithGroup

SMITHGROUP

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Sandusky acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.

Thank you, Arin, we appreciate your consideration of this proposal and look forward to working with you and the team.

Sincerely,



Michael Johnson, ASLA, LEED AP
Co-Director of Urban Design

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (Signature)

City of Sandusky (Signature)

Michael V Johnson, Principal
(Printed name and title)

(Printed name and title)

December 29, 2021
Date

Date