

1 **BILL NO. S-22-06-27**

2 SPECIAL ORDINANCE NO. S- 90-22

3 AN ORDINANCE APPROVING PROFESSIONAL
4 SERVICES AGREEMENT - CONSULTANT
5 CONTRACT FOR THE DOWNTOWN DESIGN
6 MANUAL UPDATE BETWEEN STANTEC
CONSULTING SERVICES, INC AND THE CITY OF
FORT WAYNE, INDIANA.

7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
8 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

9 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -
10 CONSULTANT CONTRACT FOR THE DOWNTOWN DESIGN MANUAL
11 UPDATE by and between STANTEC CONSULTING SERVICES, INC, the City of
12 Fort Wayne, Indiana is hereby ratified, and affirmed and approved in all respects,
13 respectfully for:
14

15 STANTEC CONSULTING SERVICES, INC will furnish technical
16 and professional assistance in connection with the preparation of
17 a Downtown Design Manual as described in Exhibit A, attached
18 hereto and made a part hereof. The total contract amount will be
split between the City and the Joint Land Use Department, also
known as the Department of Planning Services (DPS);

19
20 involving a total cost of NOT TO EXCEED ONE HUNDRED FORTY-FOUR
21 THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS -
22 (\$144,874.00) - (CITY SHARE - \$114,874.00; DEPARTMENT OF PLANNING
23 SERVICES SHARE \$30,000.00). A copy of said Contract is on file with the Office
24 of the City Clerk and made available for public inspection, according to law.
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COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective July ___, 2022 (the "Agreement Date") by and between:

"Client"

Name: City of Fort Wayne
Address: 200 East Berry Street, Suite 320, Fort Wayne, IN 46802
Phone: 260-427-2138
Representative: Russell Garriott, Senior Planner Email: russell.garriott@cityoffortwayne.org

"STANTEC"

Name: Stantec Consulting Services, Inc.
Address: 733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402
Phone: 612-712-2039
Representative: Beth Elliott, Principal Email: beth.elliott@stantec.com

Project Name (the "Project"):
Fort Wayne Downtown Design Manual Update

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Exhibit C, or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered. Any out of pocket expenses, not included as part of the contract fee shall require approval by CLIENT.

STANTEC shall submit, on a monthly basis, invoices for services performed and reimbursable directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice. Invoices shall be submitted to: Director of Finance, City of Fort Wayne Community Development, 200 E. Berry, Suite 320, Fort Wayne, IN 46802.

Each invoice shall include a progress report on percent of phase/project completed, deliverables as applicable and percent of budget for each phase/ project expended, the number of hours each staff person has devoted to the PROJECT during the phase, each staff person's hourly rate and the extension of such hourly rate times the amount of time to the half-hour that person has spent working on the PROJECT. Invoices shall also include a listing and the amount, at the actual cost thereof, for reimbursable directly related job expenses as defined in the scope of services.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Exhibit C, and/or calculated on a time plus expense basis, at the option of Stantec.

The Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where

accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus expense basis or as mutually negotiated by the parties. Prior to the commencement of such changes or extra work Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

If additional work is required on PROJECT, Stantec should describe the additional work required and its associated cost and CLIENT should have the option of deciding whether to proceed with the additional work.

Notwithstanding any other provision of this Agreement to the contrary, and without limiting any other rights Client may have at law, in equity, by statute or hereunder, in the event of Stantec's failure to timely perform and deliver the Services pursuant to the terms of this Agreement and all attachments and exhibits hereto, Client may, upon written notice to Stantec which reasonably specifies the nature of Stantec's failure to perform, and without incurring any penalty or interest therefor, withhold the amount or amounts reasonably deemed necessary by Client to cure Stantec's default hereunder until Client determines that such failure to perform by Stantec has been cured. The withholding by Client of any amounts which may be due Stantec under this Agreement for such purpose shall not be deemed a default under this Agreement by Client and shall not entitle Stantec to terminate this Agreement or claim damages from Client hereunder for the withholding of such amount or amounts for such purpose.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections,

schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

VARIATIONS IN DESIGN: Stantec is empowered to make such deviations, alterations, additions and omissions in carrying out the work as Stantec may reasonably consider desirable in the Client's interests. Stantec should obtain CLIENT's prior approval for design variations and for additional costs associated therewith.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

In the event of any construction emergency, which in the opinion of Stantec requires immediate action in the Client's interests, Stantec shall have authority to issue such orders on behalf of and at the expense of the Client as are deemed necessary or expedient.

At no time shall Stantec be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the Project or Project work sites, except as such requirements relate to Stantec's own staff.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000 per stage. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: The Services provided hereunder shall result in an updated version of Client's Downtown Design Manual (the " Updated Manual "), creation of new Downtown and Riverfront Design Standards (the " Design Standards ") and amendments to Client's Zoning Ordinance required for the implementation of the Updated Manual and the Design Standards (the " Deliverables "). All Deliverables shall become the property of Client upon payment to Stantec of the sums payable for the Services delivered by Stantec hereunder including the Deliverables existing as of the termination date in the event of an early termination of this Agreement by Stantec or Client. Stantec shall have no liability for claims made by third parties which result from material modifications to the Deliverables by Client without Stantec's prior consent.

Stantec's guarantee of the authenticity, integrity and completeness of the data supplied in electronic format (the " Electronic Files ") which Stantec shall designate. The Electronic Files shall become the property of Client and shall be used by Client for the purposes intended by this Agreement.

Stantec acknowledges and agrees that the Updated Manual and the Design Standards are the property of Client. Concurrent with the transfer of each set of Deliverables to Client hereunder, Stantec shall convey to Client all right, title and interest (including copyright and trademark interest) Stantec may possess in such Deliverables and the components thereof, including computer software, data, databases, documentation, confidential and development information, marketing plans, drawings, designs, know how and copies and embodiments thereof in every form and medium.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the Indiana.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments and exhibits referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments/exhibits and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

City of Fort Wayne

Stantec Consulting Services, Inc.

Print Name and Title

Beth Elliott, Principal

Print Name and Title

Signature _____

Signature _____

Name and Title of signor IF NOT KNOWN
select delete to clear this field for
printing.

Print Name and Title

Print Name and Title

Signature _____

Signature _____



**COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Attached to and forming part of the Agreement BETWEEN:

City of Fort Wayne
(hereinafter called the "Client")
- and -
Stantec Consulting Services, Inc.
(hereinafter called "Stantec")

EFFECTIVE:

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

See Exhibit B
(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: July , 2022
Estimated Completion Date: November 1, 2023

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

The project is a **not-to-exceed amount of \$144,874.00** to be charged on a time plus materials basis, as outlined in the revised fee proposal (Exhibit C). This is assuming the scope and tasks outlined in the scope of services, subject to discussion and refinement with City of Fort Wayne.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

[Click and insert additional items. If none, type 'No additional conditions' or similar wording.]

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

N/A

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- | | |
|------------------------------------|-------------------------------------|
| | per statutory requirements * |
| (a) Worker's Compensation | \$1,000,000 minimum per occurrence/ |
| (b) General Liability | \$2,000,000 aggregate |
| (c) Automobile Liability | \$1,000,000 minimum per occurrence |
| (d) Products Liability | \$1,000,000 minimum per occurrence |
| (e) Completed Operations Liability | \$1,000,000 minimum per occurrence |

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802



Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2314

June 3, 2022

Attention: Russell Garriott
City of Fort Wayne
200 East Berry Street, Suite 425
Fort Wayne, ID 46802

Dear Russell,

Reference: Downtown Design Manual Update Scope of Services

We are delighted to support the City of Fort Wayne in your efforts to update the Downtown Design Manual and create a regulatory tool for the riverfront. This letter summarizes Stantec's scope to provide the City with planning services for this project.

PROJECT SCOPE OF SERVICES

The scope of services proposed to complete the project has been laid out by the City under four Objectives and seven tasks. These include:

- Objective 1: Create an updated Downtown Design Manual that includes specific, clear, updated design standards for future development and redevelopment in the downtown and riverfront.
 - Task 1.1: Create an Evaluation Report
 - Task 1.2: Create Design Standards and a Riverfront Overlay District
 - Task 1.3: Create an easily navigable Updated Downtown Design Manual for Downtown and Riverfront Areas
 - Task 1.4: Identify Additional Implementation Tools to Encourage Compliance with Non-Required Design Standards
- Objective 2: Effectively engage stakeholders throughout the project
 - Task 2.1 Engage with Community Stakeholders, Interest Groups, and an Advisory Group in Conjunction with Staff
- Objective 3: Work with the planning staff team to create an amendment to the Fort Wayne Zoning Ordinance
 - Task 3.1: Create a Riverfront and Downtown Design Standards Ordinance Amendment to Implement the Design Standards
- Objective 4: Assist the planning staff team through the adoption process for the Downtown Design Manual and the associated Fort Wayne Zoning Ordinance amendments necessary to implement the manual

Reference: Downtown Design Manual Update Scope of Services

- Task 4.1 Adoption of New Downtown and Riverfront Design Standards

The following information details the work to be completed and the deliverables that accompany each task.

Task 1.1 Create an Evaluation Report

The basis for success in this task will be listening. The quality of the stakeholder input will not only result in a robust evaluation of downtown and riverfront design policies, standards, and regulations but it may send us down paths the City has yet to consider.

Stantec will spend approximately one month reviewing plans and studies and developing a refined schedule and communications protocols with City staff. Beth Elliott, Nels Nelson, Erin Perdu, and Todd Meyer will do an in-person kick-off stakeholder assessment trip of approximately three days where we will start with listening meetings with the Advisory Committee and Staff Team. We will hold similar discussions in either individual or small group meetings with architects and landscape architects, developers, property owners, and other downtown and riverfront partners. Some of these meetings can be held in City offices or may be more beneficial as workshops in strategic parts of the study area. We would also benefit from attending a meeting of the Design Review Committee, and if not possible, interviewing individual members.

After the three-day site visit, Nels Nelson will lead our efforts to revisit elements of past plans and regulations that need more detailed analysis. This task will culminate in a Stakeholder Input Summary Memo and Evaluation Report that identify that address the design review process and development outcomes as well as outlines recommended changes to the Downtown Design Manual and design review process.

Task 1.2 Create Design Standards and a Riverfront Overlay District

With the stakeholder assessment and plan evaluation process from Task 1.1, our team will be ready to apply what we have learned to a revised set of design standards, an improved design review process, and new regulations for the riverfront. Our main priority will be the practical application of an effective and efficient design review process. Any new Design Manual and overlay district should emphasize clear and explanatory graphics as a complement to both major and minor design direction.

Led by Nels Nelson, the process of authoring design standards will lead off from the Task 1.1 evaluation process into a detailed outline of specific design issues to regulate that will be confirmed in a client meeting. Stantec will host interactive virtual meetings with the Advisory Committee and Staff Team to confirm an outline that supports the riverfront vision for development and design and recommends a design review process will then be expanded into a full document. Following the confirmation of the full text, the Stantec team will develop illustrations and graphics for the final document. Deliverables will be Input Summary Notes from the discussions with the Staff Team and Working Group, a Design Standards Memo that provides guidance on riverfront design guidelines and an adjusted design review process, and a Proposed Overlay District Map. As identified in the RFP, the City anticipates input from the Staff Team on the Proposed Overlay District Map via one draft and one refined version.

Reference: Downtown Design Manual Update Scope of Services

Task 1.3 Create an Easily Navigable Updated Downtown Design Manual for Downtown and Riverfront Areas

Based on discussions between City staff and Stantec, we have eliminated work in this task associated with creating a mobile-friendly version of the Downtown Design Manual. Stantec (led by Nels Nelson) will, however, create a design manual in a format to be picked by the City that blends photos of local examples and national best practices, illustrations, and narrative to present the design standards and the review process. The deliverable for this task will be an updated Downtown Design Manual. As identified in the RFP, the City anticipates the Downtown Design Manual to be reviewed by City staff at least three times before final publishing. Those reviews will occur either via email or virtual meetings in the stages of outline and content overview, sample draft of a single section or chapter, and at 90% complete draft with images and illustrations.

Task 1.4 Identify Additional Implementation Tools to Encourage Compliance with Non-Required Design Standards

Led by Beth Elliott with support from the rest of the team, Stantec will work with decision-makers and partners to identify implementation tools for downtown and riverfront design standards that are not included in the Overlay District amendment.

To help make the handoff from plan to implementation, Stantec will convene a virtual Implementation Workshop for the Staff Team as people who have a strong role in implementing aspects of the design standards and regulations. Our team has successfully conducted these workshops virtually through the use of Microsoft Mural whiteboards and Zoom break-out groups.

Possible tools will focus on implementation of public realm improvements, practices and processes of City agencies and partners, development incentives, and other opportunities. The task deliverable will be an Implementation Options Memo.

Task 2.1 Engage with Community Stakeholders, Interest Groups, and a Working Advisory Group in Conjunction with City Staff

Stantec will be relying on City staff to invite participation to the Staff Team and Advisory Committee at the beginning of the process in preparation of the site visit in Task 1.1. As indicated by City staff, these will be the primary stakeholder groups and will be engaged in each of the tasks as described above. Additional focus groups and stakeholder interviews will occur as described in Task 1.1.

Stantec will coordinate with the City's project managers on the level and content of material that is reviewed by each of these groups. Stantec will create Input Summary Memos for each task that summarize the content of each set of stakeholder engagement discussions with potential next steps based on that input.

Task 3.1 Create a Riverfront and Downtown Design Standards Ordinance Amendment to Implement the Design Standards

Led by Erin Perdu, the Stantec team will support the technical work necessary to implement an amendment to your zoning code. Stantec will begin by working with planning staff to identify the relevant and connected ordinance chapters and then detail the required technical changes to the design review process as it relates to the zoning ordinance amendment. In collaboration with City staff – whether the Staff Team or a smaller

Reference: Downtown Design Manual Update Scope of Services

group – Stantec will write an Amendment Memo that will accompany the draft Downtown Design Manual. As indicated by City staff, City staff will not need assistance from Stantec in creating a red-lined and then final ordinance.

Task 4.1 Adoption of New Downtown and Riverfront Design Standards

Beth Elliott will support the adoption process by attending these meetings in person:

- Plan Commission Public Hearing – Stantec will prepare presentations for the updated Downtown Design Manual, proposed Overlay Zoning District, and proposed Zoning Ordinance Amendment.
- Plan Commission Business Meeting – Stantec will answer any questions as the Plan Commission acts on the updated Downtown Design Manual.
- Plan Commission Business Meeting – Stantec will answer questions as the Plan Commission acts on the proposed Overlay Zoning District and Zoning Ordinance Amendment.
- Common Council - Stantec will prepare revised presentations for the proposed Overlay Zoning District and Zoning Ordinance Amendment.

COST ESTIMATE

The cost of Stantec’s effort on the proposed project is a not-to-exceed amount of \$144,874.00 to be charged on a time plus materials basis, as outlined in the revised fee proposal. This is assuming the scope and tasks outlined in the scope of services, subject to discussion and refinement with City of Fort Wayne.

SCHEDULE

We estimate the schedule for the proposed project to be a 15-month timeframe as recommended by City staff. If the project initiates on July 1, 2022, we anticipate approval and the delivery of final documents by November 1, 2023.

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
Task 1.1																
Task 1.2																
Task 1.3																
Task 1.4																

Reference: Downtown Design Manual Update Scope of Services

Task 2.1	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 3.1											■	■				
Task 4.1												■	■	■	■	■

We look forward to working with the City of Fort Wayne on this important project.

Regards,

Stantec Consulting Services Inc.

Beth M Elliott

Beth Elliott AICP
Principal
Phone: 612 712 2039
Beth.Elliott@stantec.com

CITY OF FORT WAYNE, INDIANA

Stantec Consulting Services Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

(iii) Not Applicable (If N/A, go to Section 2)

Name: N/A

Name: N/A

Address: N/A

Address: N/A

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship stock

partnership interest units (LLC)

other (explain) N/A

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: N/A N/A %

Name: N/A N/A %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services: Yes _____ No X

N/A

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*) Including contractual employment for services in the previous 3 years: Yes _____ No X

N/A

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No X

N/A

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ No X

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

N/A

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No X

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

N/A

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

N/A

Name / Position / Payment Terms:

N/A

Name / Position / Payment Terms:

N/A

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: N/A

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

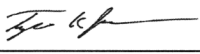
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Stantec Consulting Services Inc.
(Name of Vendor)

733 Marquette Ave, Suite 1000, Minneapolis, MN 55402
Address
(612)712-2065
Telephone
tyler.johnson@stantec.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Tyler Johnson Title Principal

Signature  Digitally signed by Johnson, Tyler
Date: 2022.06.28 13:22:04 -05'00'

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Stantec Consulting Services Inc.
Name of Company

Tyler Johnson
Printed Name of Person Signing

Principal
Title



Digitally signed by Johnson,
Tyler
Date: 2022.03.28 13:22:25 -05'00'

Signature

Date

Memorandum of Understanding

This Memorandum of Understanding defines the relationship between the Joint Land Use Department, also known as the Department of Planning Services (DPS), and the City of Fort Wayne Community Development Division (CDD), for the purposes of updating the Downtown Design Manual.

WHEREAS, Fort Wayne adopted the Downtown Design Manual in 2010 as the first downtown architectural standards guide to provide design recommendations and requirements to property owners, developers and decision makers.

WHEREAS, the Riverfront Development Implementation Framework was adopted as an amendment to the Allen County-Fort Wayne Comprehensive Plan; recommending design guidance to preserve and expand visual and physical access to the river, provide open space amenities, and incorporate riverfront thematic design elements.

WHEREAS, DPS and the CDD have determined that the current Downtown Design Manual requires updating, in part, because it does not address the design needs presented within the Riverfront Development Implementation Framework.

WHEREAS, the Governing Board of the Fort Wayne and Allen County Joint Land Use Department has recommended that the Allen County Plan Commission approve collaboration between DPS and the CDD to engage a consulting service to update the Downtown Design Manual and address design needs for the riverfront area.

NOW THEREFORE, the Allen County Plan Commission, DPS and the CDD agree that successful advancement of work on updating the Downtown Design Manual requires clear definition of roles and responsibilities in managing the consultant contract, the work of the consultant, to complete an updated design manual and ordinance amendment and the subsequent adoption process.

IT IS FURTHER AGREED that the roles and responsibilities are as follows:

1. Contract Administration

The project contract shall be executed by duly authorized representatives of the City of Fort Wayne. Any contract issues shall be resolved by representatives of the City of Fort Wayne, with input from staff managing the project.

2. Project Oversight

- a. This is a cooperative effort that will be managed by two project managers, one from DPS and one from CDD and assisted by a project staff team with members of DPS and CDD.
- b. Legal representation will be provided through the City of Fort Wayne Legal Department throughout duration of the contract.

3. Fiscal Responsibility and Oversight

- a. Consultant fees and other project costs will be shared between DPS and the CDD with the City of Fort Wayne providing 80 percent of the funds. DPS's share of the consultant fees and project costs shall not exceed the sum of \$30,000.00

- b. Fiscal oversight and accounting will be provided by the CDD Director of Finance as the agent for the consultant contract.
- c. Consultant invoices will be submitted according to the approved contact to the project managers for review. The project managers will review invoices and forward to the CDD Director of Finance for payment processing within one week.
- d. The CDD Director of Finance will process payment for the entire invoice within 30 days of the date of the invoice.
- e. The CDD Director of finance will work with DPS to establish an appropriate schedule for DPS to remit payment to the CDD.

4. Communications and Outreach

- a. External communications and outreach efforts will be coordinated by the project managers and the selected consulting team with final review and oversight by the CDD Public Information Officer.
- b. All external communications will be issued by the City of Fort Wayne.

5. Timeline

This MOU is intended to outline roles and responsibilities through the duration of the Downtown Design Manual development and adoption process which is expected to begin in July 2022.

6. Amendments and Modifications

Any party to this MOU may request changes to this MOU by written notice to the other Parties' designated representatives. Such changes as are mutually agreed upon by the Parties shall be incorporated in written amendments to this MOU executed by authorized representatives of the Parties.

By Benjamin O. Russell
Executive Director, Department of Planning Services

Date 6/23/2022

By Susan Hood
President, Allen County Plan Commission

Date June 23, 2022

By Mary Sauer
Director, City of Fort Wayne Community
Development Division

Date 6-23-2022

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet. Community Development is providing this information to Council as an overview of this award.

RFPs & BIDS

Bid/RFP #	RFP # 8129880 Downtown Design Manual Update
Awarded To	Stantec Consulting Services, Inc.
Amount	\$144,874.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	
Number of Bidders	4
Required Attachments	PSA AND TAB SHEET

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	
Sole Source/Compatibility Justification	N/A

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	The current vision for a vibrant downtown was first presented in the Downtown Blueprint for the Future (2003) and in subsequent plan updates. The evolving vision is supported by a Downtown Design Manual and related design review process that has been in effect since 2011. With guidance from these plans and the design manual, significant private and public investment has been delivered. This project provides a professional and objective review and update of the Downtown Design Manual, design review process, and zoning ordinance standards in order to provide staff, developers and other stakeholders a user-friendly design manual that is navigable on mobile devices, and a clear, expedited design review process.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	Community Development Division Consulting - \$114,874.00.
	Joint Land Use Department, also known as the Department of Planning Services - \$30,000.00

RFP #8129880 Updated Downtown Design Manual

The following four (4) firms submitted bids:

1	Stantec
2	Kendig Keast Collaborative
3	Taylor Siefker Williams Design Group
4	McBride Dale Clarion

RFP Published: 2/18/2022
 Proposals Due: 3/29/2022
 Interviews: 4/26/2022
 Selection: 5/2/2022

RFP SCORING MATRIX: Points			Stantec	Kendig Keast Collaborative	Taylor Siefker Williams Design Group	McBride Dale Clarion
Proposed Project Scope	30		26.0	23.3	22.5	16.5
Proposed Budget	25		23.3	20.5	19.8	10.0
Relevant Project Experience	20		19.5	17.8	16.8	14.3
Appearance and Organization	15		12.8	10.5	12.8	6.3
Engagement Strategy	10		8.8	9.8	7.8	6.5
AVERAGE SCORES	100		90.3	81.8	79.5	53.5

RANKING BASED ON AVERAGE SCORE

#1	Stantec
#2	Kendig Keast Collaborative
#3	Taylor Siefker Williams Design Group
#4	McBride Dale Clarion

Stantec and Kendig Keast Collaborative were selected to move forward with the interview process.

INTERVIEW SCORING MATRIX: Points			Stantec	Kendig Keast Collaborative
Proposed Project Scope	60		51.8	52.5
Relevant Project Experience	50		45.0	38.8
Proposed Budget	40		32.5	25.5
Appearance and Organization	30		29.5	20.0
Engagement Strategy	20		10.0	16.0
AVERAGE SCORES	200		168.8	152.8

RANKING BASED ON AVERAGE SCORE

#1	Stantec
#2	Kendig Keast Collaborative

Stantec was selected to move forward with the negotiation process.



COMMUNITY DEVELOPMENT

Vibrant. Prosperous. Growing.

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260 427-1127 fwcommunitydevelopment.org

MEMO

TO: Fort Wayne Common Council Members
FROM: Russell Garriott, Senior Planner, Community Development
DATE: June 23, 2022
RE: Professional Services Agreement for Downtown Design Manual Update
CC: Nancy Townsend, Director, Community Development
Megan Flohr, City Council Administrator

The Community Development Division is requesting approval of a professional services contract between the City of Fort Wayne and Stantec Consulting Services Inc. to update the existing Downtown Design Manual, adopted in 2011.

An RFP was issued for the project in February 2022 and four proposals were received. The selection committee made up of members of Community Development and the Department of Planning Services interviewed two of the consultants. Stantec Consulting Services Inc., based out of Minneapolis, MN was found to be the highest scoring and most responsive respondent. Stantec is a professional consulting firm specializing in all aspects of urban design, architecture, community development, and program and project management. They have worked with communities across the country and internationally.

Representatives with Community Development and the Department of Planning Services negotiated scope-of-work provisions and a not to exceed contract price of \$144,874 with Stantec. This price falls below the not to exceed amount of \$160,000 outlined in the Request for Proposals. According to the provisions of a Memorandum of Understanding between the Joint Land Use Department (DPS) and the City, the total contract amount will be split with the Department of Planning Services providing \$30,000 and the City providing \$114,874.

The Department of Planning Services and Community Development, will co-lead this project on behalf of the City. An Updated Downtown Design Manual will be developed with input from public stakeholders. The project is expected to kick off in August and be completed in 2023.



BILL NO. S-22-06-27

REPORT OF COMMITTEE ON FINANCE

July 12, 2022

Russ Jehl Chair

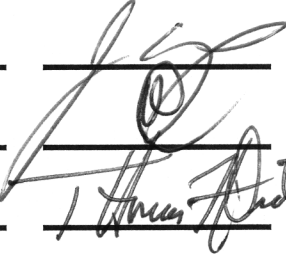
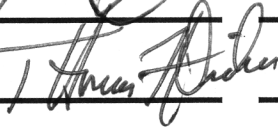
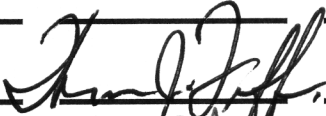
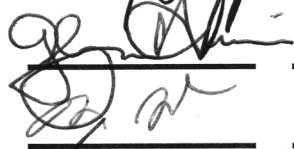
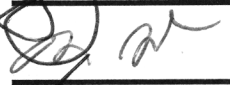


Sharon Tucker Co-Chair

All Council Members

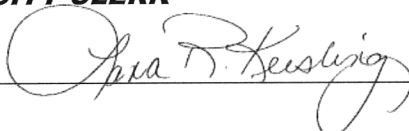
An Ordinance approving Professional Services Agreement - Consultant Contract for the Downtown Design Manual Update between Stantec Consulting Services, Inc. and the City of Fort Wayne, Indiana

Involving a total cost of \$144,874.00, (City Share - \$114,874.00; Department of Planning Services Share \$30,000.00)

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Tucker.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Jehl, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: July 12, 2022



 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-22-06-27 on the 12th day of July, 2022

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of July 2022, at the hour of 9:10 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13TH day of JULY 2022, at the hour of 2:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

