

## **Agreement for Professional Services**

This Agreement for Professional Services is made and entered into this 12<sup>th</sup> day of February, 2024 by and between the Village of Ashville, Pickaway County, Ohio (“the Village”) located at 200 East Station Street, Ashville, OH 43103 and Crossroads Community Planning, LLC (“Crossroads”) located at 49 Stoney Bluff Way, Lithopolis, Ohio 43136.

It is hereby agreed as follows:

### **A. SCOPE OF SERVICES**

#### **Task 1 – Review Current Zoning Code**

Crossroads will complete a diagnostic review of the village’s existing code which includes a comprehensive evaluation and specific recommendations on changes that will benefit Ashville. Crossroads will also review any related State and County rules and regulations to identify areas that need to be updated.

Crossroads will provide the Village with a written diagnostic report at the end of the process. This report identifies which areas of the Code should be maintained and which should be rewritten. It also includes a summary of outreach efforts and provides suggested solutions to balance varying viewpoints expressed by the community. Additionally, Crossroads will identify any commonalities among jurisdictions within the Northgate Alliance CEDA and provide recommendations in order to identify districts, uses and processes that align with the goals and intent of the CEDA agreement.

#### **Task 2 – Steering Committee and Community Outreach**

A Steering Committee will be developed and utilized to guide the process, as well as obtain detailed information that is essential to understating the community. This group will play a pivotal role in creating a shared vision for the community and guiding the goals and expectations for the zoning code. The Steering Committee meetings will be held during business hours, and this group will be responsible for providing feedback on each of the zoning code drafts prior to the formal adoption process being initiated by the Planning Commission. Crossroads will also provide progress updates to the Planning Commission and Council after the completion of the Code Diagnostic Reports and also midway through the drafting of the code.

The Steering Committee will be comprised of the key organizations identified by the Village, but at a minimum Crossroads recommends the following:

- 1 Village Council Member
- The Planning & Zoning Administrator or alternate administrative representative
- 1 Zoning Commission Member
- 1 Board of Zoning Appeals member
- 1 Resident
- 1 Business Owner
- 1 local safety service representative
- Village Law Director/Attorney
- Village Building Official

Crossroads recommends the following meeting schedule for the steering committee:

- A kick-off meeting prior to outreach to the general public.
- A meeting after the code framework is established and the first draft is complete.
- A meeting to review the second draft of the zoning code.
- A final meeting prior to the commencement of the legal adoption process to recommend the plan for adoption by the Village.

Crossroads will engage in community outreach efforts on the zoning code by meeting with stakeholders for their input and feedback. Crossroads will also conduct two public meetings to gather community feedback as described below:

- One meeting at the start of the process to educate the community about zoning and the process to update the code.
- A second meeting will be held prior to the commencement of the legal adoption process.

### **Task 3 – Zoning Code Updates and Drafts**

Under the leadership of Holly Mattei, Crossroads will complete up to three (3) drafts of the zoning code update prior to the adoption process. Crossroads proposes a hybrid-Zoning Code where the document will include both text and graphics to depict the regulations.

Crossroads will draft a new zoning code from scratch, while evaluating which portions of the Code are working well and ensuring these are maintained within the new code structure. The firm has template administrative sections which have functioned well in other communities and help reduce the administrative burden for the Village, residents and businesses. These include the establishment section, processes for zoning approvals, amendments and appeals, definitions, and enforcement. Next Crossroads will develop the uses sections, which include convenient tables that identify each permitted or conditional use within every district. Crossroads then includes the purpose of each district along with relevant development standards. Next Crossroads develops planned districts with separate administrative regulations for these areas.

Finally, Crossroads includes standards for topics such as parking, landscaping, and signage. Crossroads focuses on these design standards as an integral part of the code and works with communities to ensure that these standards meet the character and desire of the area, as well as ensuring they are easy to use and administer. Crossroads includes useful graphics such as the examples below to assist in the interpretation of these standards.

### **Task 4 – Final Zoning Code Approval Process**

Crossroads will prepare 3 drafts containing proposed amendments to the Zoning Code and will present each draft to the Village. As noted in the Steering Committee and Community Outreach section above, Crossroads will use a Zoning Code Steering Committee representing a cross-section of opinions to review each draft in addition to Village staff.

Crossroads will make any necessary revisions after the completion of the work sessions for each draft. Upon completion of the third draft, Crossroads will deliver a “Public Hearing Draft” to the Village.

Crossroads will also work with the Village’s legal counsel to review the draft zoning code prior to the approval process. Crossroads will then work with the Village to bring the zoning code through the public approval process. This includes holding public hearings by the Planning Commission and Village Council, with each body adopting the plan. Crossroads will continue to make adjustments to the code per feedback from these bodies to produce the final product that is desired by the community.

**B. TIME FRAME.**

The term of this contract shall be ten (10) months.

**C. FEE FOR SERVICES.**

The Village shall pay a monthly lump sum fee of \$49,000 for the services described in Section A. The payments shall be made upon the below deliverables outlined in the fee schedule below:

This fee will be paid out as follows:

- \$8,000 after the completion of the Code Diagnostic Report
- \$10,000 after the completion of each of the three drafts
- \$10,000 after the public hearings by the Planning Commission and Council have been completed.

**D. VILLAGE RESPONSIBILITIES**

The Village shall be responsible for the following:

1. The advertising and notification of any and all meetings associated with this comprehensive planning process. When applicable, the Village shall be responsible for ensuring the distribution of meeting notices is in accordance with the State of Ohio Sunshine Laws. The Village is also responsible for all costs related to preferred and/or required advertisements including, but not limited to the costs for printing and mailing of fliers/mailers, legal notices within the newspaper, or other similar advertising activities.
2. Any documents produced by Crossroads for review by the Village shall be delivered in electronic form. The Village may request paper copies to be provided and shall pay \$0.15 per page for said copies. Crossroads shall obtain written approval from the Village Administrator prior to incurring any charges for said copies.

**E. INDEPENDENT CONTRACTOR**

Crossroads is to serve as an independent contractor for the Village, and neither Crossroads, its employees, or any other person or entity through which Crossroads performs its responsibilities under this Agreement shall be considered an employee of the Village.

**F. INVOICES AND REIMBURSEMENT**

1. Payment – Payment to Crossroads shall be made payable within thirty (30) days of receipt of the invoice.
2. Suspension – Should the Village fail to make payment due Crossroads for services and/or expenses within thirty (30) days after receipt of the invoice, Crossroads may suspend services and withhold work product under this Agreement until any and all outstanding and/or delinquent invoices have been paid in full for all amounts due for services, expenses and charges performed under this Agreement. Crossroads shall have no liability to the Village for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Village. Upon payment of all amounts due by the village, Crossroads shall resume services under this Agreement.
3. Timeliness – If the Village fails to make payment to Crossroads in accordance with the payment terms set forth in this Agreement; such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Crossroads.

**G. CHANGES IN PROPOSED SERVICES.**

Any additional changes or modifications in the proposed services and fees for services shall be mutually agreed to in writing by the Village and Crossroads.

**H. TERMINATION OF AGREEMENT.**

This Agreement shall be in full effect as of the date stated above and shall remain in effect until ten (10) months after the effective date as first written above (the “Termination Date”). This Agreement shall automatically terminate upon the Termination Date, unless otherwise renewed by mutual consent of the Parties. Notwithstanding the above, the Village may terminate this Agreement with thirty (30) days’ prior written notice to Crossroads of the intent to terminate. Crossroads may terminate this Agreement with thirty (30) days’ prior written notice to the Village of the intent to terminate. Crossroads shall be compensated for all services completed prior to the date of termination.

**I. NOTICES.**

All notices under this Agreement shall be mailed to the parties hereto at the following addresses:

Crossroads: Holly R. Mattei, AICP  
Owner/President  
Crossroads Community Planning, LLC  
49 Stoney Bluff Way  
Lithopolis, OH 43136

Village: Franklin Christman  
Village of Ashville  
200 East Station Street  
Ashville, OH 43103

**J. CONTROLLING LAW.**

1. This Agreement is to be governed by the law under the State of Ohio. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the fullest extent permitted by law. Any litigation filed in connection with or related to this agreement shall be filed only in the municipal or common pleas court located in Pickaway County, Ohio and in no other State or Federal Court.
2. This Agreement and the attachments hereto shall constitute the entire Agreement between the Village and Crossroads and no other Agreements oral or written exist between the parties pursuant to the subject hereto.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed this day and year first written above.


Crossroads Community Planning, LLC

By:

\_\_\_\_\_  
Holly R. Mattei, Owner/President

Village of Ashville Authorized &  
Limited by Resolution 12-2023

By:

  
\_\_\_\_\_  
Franklin Christman, Administrator