

GOODWYN MILLS CAWOOD, LLC

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Goodwyn Mills Cawood, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Tupelo, Mississippi

Address: 71 E Troy St.

City/State/Zip Code: Tupelo, MS 38804

Contact Person: Jenny Savely

Phone: _____ **Fax:** _____ **Cell:** _____

Short Title: Tupelo Comprehensive Plan Phase 2, or the "Project / Site"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

Strategic Comprehensive Plan for the City of Tupelo

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Goodwyn Mills Cawood, LLC are identified below:

Scope of Work: Comprehensive Plan Services (see attachment A)
Phase 2 includes task 3.2 to scope completion of the attached scope of work.

PART 4. THE COMPENSATION TO BE PAID Goodwyn Mills Cawood, LLC for providing the requested Services shall be as follows:

Comprehensive Plan Services: \$65,000.00 LS (Lump Sum)
Zoning Update Services: \$30,000 LS (Lump Sum)

IN WITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

Service/Amount Confirmed:

GOODWYN MILLS CAWOOD, LLC:

SIGNED: _____

SIGNED: _____

TYPED NAME: _____

TYPED NAME: Bryan King, AICP
c/o John Bricken, PLA EVP

TITLE: _____

TITLE: Senior Planner

DATE: _____

DATE: 1/23/24



PART 5. TERMS AND CONDITIONS

- 5.1 **DATE OF COMMENCEMENT AND DURATION:** The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for twelve (12) months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.
- 5.2 **IF GOODWYN MILLS CAWOOD, LLC 's SERVICES UNDER THIS AGREEMENT ARE DELAYED** for reasons beyond GOODWYN MILLS CAWOOD, LLC 's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.
- 5.3 **INVOICE PROCEDURES AND PAYMENT:** Goodwyn Mills Cawood, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Goodwyn Mills Cawood, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Goodwyn Mills Cawood, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.
- 5.4 **EXPERT WITNESS SERVICES:** It is understood and agreed that Goodwyn Mills Cawood, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Goodwyn Mills Cawood, LLC describing the services desired and providing a basis for compensation to Goodwyn Mills Cawood, LLC
- 5.5 **INSURANCE:** Goodwyn Mills Cawood, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Goodwyn Mills Cawood, LLC will have the client listed as additional insured where appropriate.
- 5.6 **ASSIGNMENT:** Neither the Client nor Goodwyn Mills Cawood, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Goodwyn Mills Cawood, LLC, however, does reserve the right to subcontract any portion of the Services.
- 5.7 **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the Project described in, or the Services of Goodwyn Mills Cawood, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Goodwyn Mills Cawood, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.
- 5.8 **ENTIRETY OF AGREEMENT:** This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.
- 5.9 **ADDITIONAL SERVICES:** Upon written request from the Client, GMC will commence to perform or furnish the Additional Services not listed in the attached Scope of Service. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from the Client. Additional services shall be compensated by a lump sum fee, if requested by the Client.



Initials_____

ATTACHMENT A
COMPREHENSIVE PLAN
SCOPE OF SERVICE

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

TASK 1: PROJECT STRATEGY & KICK-OFF

1.1 Kick-off Meeting and City Tour

Our team will host a kick-off meeting with the city's project manager(s) to refine and detail the proposed project strategy and process to ensure that the specifics of the plan process and deliverables meet the needs of the city while ensuring a seamless transition from the city's efforts.

1.2 Engagement Plan and Branding Strategy

The team will work with the city to create a detailed and effective engagement plan that includes public meetings, online engagement, advisory committee meetings, stakeholder, and target community meetings. The team will also work with the city to create visual identity for the plan.

1.3 Existing Plans, Data Collection and Review

The team will collect and summarize relevant existing and ongoing plans impacting the city. This includes the collection and cataloging of all existing technical data on city trends, facilities, assets, transportation, land use, etc. Once collected, the team will discuss any potential gaps in data with the city's project manager.

1.4 Kick-off Working Sessions

The team will hold kick-off meetings with the advisory committee, planning commission, and city council to inform and collaborate on the plan process and anticipated deliverables.

1.5 Stakeholders Interviews

Our team will work with the city to identify community stakeholders and hold stakeholder interviews to discuss priorities, needs, and opportunities. Potential stakeholder groups include neighborhood leaders, business leaders, developers, faith-based, non-profits, local experts, etc.

TASK 1

Meetings: Project Manager Kick-off Meeting and Tour
Kick-off Meeting with Advisory Committee, Planning Commission, City Council,
and Staff
Stakeholder Interviews

Deliverables: Preliminary Plan Outline
Engagement Plan
Plan Branding
Existing Conditions Summary

TASK 2: VISIONING AND EVALUATION

2.1 Online Survey and Online Engagement Assistance

The team will create and host an online survey and assist the city in online material to engage and inform the public of the plan and its process. The community survey will be created jointly and approved by the city's project manager.

2.2 Community Target Meetings

Our team will work with the city to identify and engage specific populations (aging and youth representatives, special interest groups, for example) to ensure that there are minimal gaps in the geography and demographics of the plan's engagement.

2.3 Community Visioning Workshop

The team will hold an interactive public kick-off meeting in the early stages of the project. The purpose of the meeting is to inform and receive direct input from the public to establish ideas, issues, and a vision for the future.

2.4 Mobile Workshops

The team will work with the city to explore the potential of mobile workshops to engage the public at existing community-oriented events.

2.5 Draft Vision, Themes, and Goals

The team will work with the city and stakeholders to develop a vision statement, themes, and community goals to guide the plan

2.6 Draft Future Land Use Map

The team will work with the city to develop a draft of the future land use based on analysis and community input.

TASK 2

Meetings: Community Visioning Workshop
Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, City Council, and Staff
Target Meetings

Deliverables: Online Survey
Project Information Material
Draft Vision, Themes and Goals
Draft Future Land Use Map

TASK 3: PLAN RECOMMENDATIONS AND PRIORITIES

3.1 Detailed Plan Outline

The team will work with the city's project managers to create a detailed outline of the plan elements and document to ensure all needed topics and actions are present, and the document flow is most effective.

3.2 Draft Plan Actions

The team will produce individual action details for each action identified in the plan outline. Action details include: Timeline, Priority, Detailed Steps, Responsibilities, etc.

3.3 Community Action Priority Workshop and Survey

The team will work with the city to hold a community-oriented workshop to prioritize actions.

3.4 Draft Plan and Graphic Production

The team will create the plan document, graphics, and mapping needed to communicate actions and strategies.

TASK 3

Meetings: Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, City Council, and Staff
Community Action Workshop

Deliverables: Plan Outline
Draft Plan Actions
Draft Plan and Plan Graphics

TASK 4: PLAN REVIEW UPDATE AND ADOPTION

4.1 City Review

The city and stakeholders will review the draft plan and comment on needed updates.

4.4 Plan Refinement

The team will update the plan based on city, stakeholder, and community comments.

4.5 Plan Adoption

The team will assist the city through the planning commission and city council plan adoption process.

4.6 Potential Demonstration Project and Community Celebration

The team will assist the city in creating and implementing a community celebration-demonstration event to acknowledge the community commitment and early recommended actions.

TASK 4

Meetings: Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, an City Council, and Staff
Planning Commission and City Council Public Hearings
Community Celebration and Demonstration Project

Deliverables: Final Plan
All Individual Materials and Working Files.

ATTACHMENT B
ZONING ORDINANCE AND MAP UPDATE TO MATCH COMPREHENSIVE PLAN
SCOPE OF SERVICE

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

TASK 1: DOCUMENT REVIEW

Work with the city to review and identify goals, objectives, and recommendations in the Comprehensive Plan related to development regulations to ensure the Zoning Ordinance will be consistent. Analyze existing zoning ordinances in consideration of best practices in other communities, innovative zoning and land-use practices, and relevant, user-friendly zoning codes.

TASK 2: CURRENT ISSUES AND PROPOSED CHANGES

Work with the city to develop a list of issues to be addressed and develop an outline of the proposed zoning ordinance updates. This will be in the form of a detailed list of recommended update topics organized by chapter in the existing Zoning Ordinance table of contents.

TASK 3: PUBLIC MEETING FOR UPDATED ZONING ORDINANCE AND MAP

Introduce and engage the public in discussion of the various strategies – zoning districts, zoning map, and any other elements commonly used in the regulation of land development activities.

- Introduction of the Zoning Ordinance update project, timeline for the work and why it is important to the city.
- Summary of our review our findings related to the relationship of Zoning Ordinance updates to the goals, objectives, and recommendations in the Comprehensive Plan
- Overview of the proposed edits, revisions, and updates of the Zoning Ordinance
- Zoning Ordinance and Mapping Engagement Exercises

TASK 4: PREPARE UPDATED ZONING ORDINANCE / STAFF WORK SESSIONS

Prepare drafts of the updated Zoning Ordinance sections, and write Zoning Ordinance updates with the following process:

- Prepare and submit a draft zoning ordinance language to the city
- Provide technical review guidance
- Conduct a technical work session with City staff to review updated Zoning Ordinance
- Revise draft ordinance based on comments
- Assist city in preliminary legal review

TASK 5: DEVELOPMENT OF A NEW ZONING MAP

- Work with the city to develop a proposed updated Zoning Map for the city. The Zoning Map will be revised to reflect the Future Land Use Map in the Comprehensive Plan and will relate to its land-use classifications and land-use design principles.

TASK 6: ADOPTION ASSISTANCE

- Deliver final updated Zoning Ordinance and Zoning Map.
- Assist in the Zoning Ordinance update adoption process.