

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 065

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL PLANNING SERVICES AGREEMENT BETWEEN THE CUYAHOGA COUNTY PLANNING COMMISSION AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH PREPARATION OF A MASTER PLAN FOR THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, by and through adoption of Ordinance No. 2016-190, this Council authorized the filing of an application for financial assistance with the Cuyahoga County Planning Commission in order to be eligible to receive funding under the Community Master Plan Update Program; and

WHEREAS, on January 26, 2017, the Cuyahoga County Planning Commission informed the City of Strongsville, through the Mayor's Office, that the City was awarded Fifty Percent (50%) matching funds in the amount of \$30,000.00; and

WHEREAS, by and through adoption of Resolution No. 170413-C, the Cuyahoga County Planning Commission approved a Professional Planning Services Agreement with the City of Strongsville to assist in the preparation of a Master Plan for the City; and

WHEREAS, the total estimated cost of professional planning services for the Cuyahoga County Planning Commission to complete the City of Strongsville Master Plan is \$60,000.00, with Fifty Percent (50%) of the total cost being \$30,000.00, awarded to the City as a 2017 Community Planning Grant, and the City will pay the Cuyahoga County Planning Commission Fifty Percent (50%) of such total cost, which is \$30,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Professional Planning Services Agreement with the Cuyahoga County Planning Commission, a copy of which is attached hereto and marked as Exhibit "1," in order to provide the City with the Fifty Percent (50%) matching funds in the amount of \$30,000.00, to be utilized in connection with professional planning assistance to prepare a Master Plan for the City of Strongsville.

Section 2. That the Mayor and Director of Finance be and are hereby authorized to execute such Agreement and documents as may be necessary to

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participate in the Professional Planning Services Agreement with the Cuyahoga County Planning Commission.

Section 3. That the City's portion of funds required to meet the City's obligation under said Professional Planning Services Agreement shall be appropriated and paid from the General Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to participate in the program and to receive the City's share of funds available through the Cuyahoga County Planning Commission. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Kenneth M Dooner
 President of Council

Approved: Thomas S. Brued
 Mayor

Date Passed: May 1, 2017

Date Approved: May 2, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: Aimee Pilonka
 Clerk of Council

ORD. No. 2017-065 Amended: _____
 1st Rdg. 05-01-17 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 05-01-17 Defeated: _____

PROFESSIONAL PLANNING SERVICES AGREEMENT
BETWEEN
CUYAHOGA COUNTY PLANNING COMMISSION
AND
CITY OF STRONGSVILLE, OHIO

This AGREEMENT is made by and between the CITY OF STRONGSVILLE, OHIO, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter referred to as "Strongsville", and the CUYAHOGA COUNTY PLANNING COMMISSION, located at 2079 East 9th Street, Cleveland, Ohio 44115, hereinafter referred to as "County Planning".

EFFECTIVE DATE AND TERM

This agreement is effective as of the day 2nd of May, 2017, and will end on the earlier of the completion of the Scope of Work or on June 30, 2018. This term may be extended by mutual agreement of the parties hereto in writing.

WORK TO BE PERFORMED AND SCHEDULE

County Planning shall provide the professional planning services as outlined in Scope of Work incorporated herein as "Appendix A" and made a part hereof as if fully set out and rewritten herein. A Work Schedule is provided in the Scope of Work and County Planning will adhere to this schedule unless modified or amended in writing and signed by both parties.

METHOD OF PAYMENT AND COSTS

It is mutually understood and agreed that Strongsville shall pay County Planning for work performed under this Agreement on the following basis:

1. **Staff Time.** The time spent on the phases outlined in the Scope of Work by County Planning staff shall be charged on the basis of the actual hourly rate of pay each respective staff member working on the project earns, plus an additive percentage, which covers Public Employees Retirement System, Workers Compensation, paid holidays, vacation, and benefits. Hourly rates are subject to change based on merit and cost of living increases, and the additive factor is subject to change based upon changes in County Planning's experience with costs incurred for the herein named additive expenses.
2. **Other Costs.** Mileage is to be charged at the current authorized County rate (\$0.445 per mile). Reproduction, postage, supplies and third party services necessary for the completion of the work, herein provided for, shall be charged at cost. County Planning may charge hourly equivalents of contract related operating costs within the maximum dollar amount of this Agreement, including but not limited to: rent, telephone, utilities, maintenance, and equipment purchase, lease, and rental.

3. **Program Cost.** This Agreement contains two (2) equal components to cover the costs of professional services and other costs provided by County Planning, as set out in Items 1 and 2:
- a. The total cost of the professional services and other costs for the completion of the Master Plan described herein shall not exceed **Sixty Thousand Dollars and No Cents (\$60,000.00)**;
 - b. Fifty Percent (50%) of the total costs, **Thirty Thousand Dollars and No Cents (\$30,000.00)**, has been awarded to the City of Strongsville through a competitive Community Planning Grant application process conducted by County Planning; and
 - c. It is understood and agreed that the City of Strongsville shall pay Fifty Percent (50%) of the total cost, **Thirty Thousand Dollars and No Cents (\$30,000.00)**, for the professional planning services and other costs described herein.
4. **Budget.** The following line item budget itemizes the professional planning services contemplated by this Agreement and stated in the Program Costs not-to-exceed amount. The line items presented represent the six (6) phases of the Scope of Work. Amounts may be shifted from line-item to line-item within the maximum dollar amount of this Agreement.

Phase 1.	Plan Initiation and Current Conditions	\$12,000	20%
Phase 2.	Community Vision	\$9,000	15%
Phase 3.	Policy Development	\$14,000	23%
Phase 4.	Implementation Plan	\$15,000	25%
Phase 5.	Draft Master Plan	\$7,000	12%
Phase 6.	Final Master Plan and Presentations	\$3,000	5%
	TOTAL	\$60,000	100%

5. **Billing Statements and Invoices.** County Planning will submit quarterly invoices to the City of Strongsville during the term of this Agreement. Each invoice will be calculated at the full 100% costs, and then divided by 50%, resulting in the amount due each quarter. The City of Strongsville will pay County Planning within sixty (60) days from the date of receipt of the invoice.

ROLES AND RESPONSIBILITIES

Strongsville agrees to make available to County Planning all the information in Strongsville's possession needed to meet the requirements of the Scope of Work, including all city records, publications, data, reports, plans, and other information that may be useful in the performance of the work contemplated by this Agreement. Strongsville also agrees to schedule the requisite meetings identified in the Scope of Work in a timely manner in order to adhere to the timeline and schedule included in "Attachment A".

County Planning will be responsible for attending meetings with various City officials; collecting and analyzing data; producing interim reports; and producing the draft and final report documents.

SCOPE MODIFICATIONS AND ADDITIONAL WORK

If additional staff time is necessary to accommodate changes or modifications in the Scope of Work, including, but not limited to, further analysis, additional work or meetings with Strongsville beyond that specified in "Attachment A", an amendment to this Agreement will be made between County Planning and Strongsville, subject to written approval by both parties.

TERMINATION

Either party may terminate this Agreement with the other party at any time by a notice in writing to that effect. If the Agreement is terminated by Strongsville as provided herein, County Planning will be paid for all services rendered by County Planning under the Scope of Services up to the date of receipt of a written termination notice.

WAIVER

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in the Cuyahoga County Court of Common Pleas, State of Ohio.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by County Planning and Strongsville may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or Strongsville to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The parties further agree to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

NOTICES

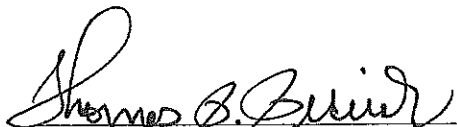
Any notice required by this Agreement shall be deemed sufficient, if given by written communication deposited in the United States mail postage paid and delivered to the following addresses:

City of Strongsville, Ohio
Mayor Thomas P. Perciak
16099 Foltz Parkway
Strongsville, Ohio 44149

Cuyahoga County Planning Commission
Glenn Coyne, FAICP
Executive Director
2079 East 9th Street, Suite 5-300
Cleveland, Ohio 44115

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the date specified in Section 1 of this agreement.

For
CITY OF STRONGSVILLE:



Thomas P. Perlak
Mayor

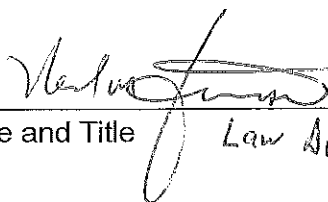
For
CUYAHOGA COUNTY PLANNING
COMMISSION:

Glenn Coyne, FAICP
Executive Director

May 3, 2017
Date

Date

Approved for Legal Form:



Name and Title Law Director

5-2-17
Date

ATTACHMENT "A"

CITY OF STRONGSVILLE MASTER PLAN SCOPE OF WORK

The planning process for the City of Strongsville consists of six (6) phases outlined below and collectively referred to as the "Scope of Work." Each Phase includes specific tasks, meetings, and deliverables. Each deliverable builds on previous work and contributes to the Final Plan.

Phase 1 - Plan Initiation and Current Conditions

It is necessary to understand current conditions and assets that make the City of Strongsville unique in order to begin to identify where future opportunities exist. During Phase 1, the City will:

- A) Designate a Project Team to provide data and support and to serve as the primary point of contact between County Planning and the City during the planning process; and
- B) Identify Stakeholders to be interviewed to provide input regarding community issues and long-range visioning.

Phase 1 Tasks:

1. Draft project management materials to guide the planning process;
2. Gather and review existing planning studies;
3. Hold kick-off meeting with Project Team;
4. Conduct stakeholder interviews;
5. Combine and integrate data to develop a community profile that includes key assets, anchor institutions, opportunity areas, and problem areas;
6. Review and summarize local regulations, zoning, land use, and policies; and
7. Map information and write the associated report text.

Phase 1 Meetings:

2 Project Team Meetings (#1 and #2)

Phase 1 Deliverables:

The Phase 1 *Current Conditions Report* will include historical and baseline data on the current conditions of the community, existing assets, and overarching trends. The report will include text, tables, charts and maps.

Phase 2 – Community Vision

This phase will outline the community's vision for how it wants to grow and develop in the coming decade. This will necessarily be a broad and visionary document that will not outline specific action steps, but instead identify more general directions for the city. County

Planning will work with Strongsville to draft broad vision statements that address the issues identified in the *Current Conditions Report*.

Phase 2 Tasks:

1. Undertake brainstorming and idea generation meeting with Project Team utilizing the input from the Stakeholder interviews to develop the community's vision;
2. Combine idea generation and brainstorming results into draft vision statements;
3. Public Presentation of *Current Conditions Report* and draft community vision; and
4. Update and finalize vision statements based on community input.

Phase 2 Meetings:

- 2 Project Team Meetings (#3 and #4)
- 1 Public Presentation (#1)

Phase 2 Deliverables:

A *Community Vision Document* will outline the community's vision for how it wants to grow and develop in the coming decade.

Phase 3 - Policy Development

This phase will identify specific policies and actions Strongsville and various community groups should undertake to accomplish the vision and goals outlined in Phase 2. Policies will be designed to address the issues and opportunities identified in the Phase 1 *Current Conditions Report* while working toward reaching the visions outlined by Strongsville in the *Community Vision Document*.

Phase 3 Tasks:

1. Review best practices and local action steps for accomplishing stated visions;
2. Identify land use, zoning and policy solutions related to specified opportunity areas;
3. Present draft policies and actions to Planning Team;
4. Present draft policies and actions at a Public Open House; and
5. Update action steps based on input from Project Team and Public Open House.

Phase 3 Meetings:

- 2 Project Team Meetings (#5 and #6)
- 1 Public Open House (#2)

Phase 3 Deliverables:

The *Policy Document* will outline the specific action steps to accomplish the Community's vision.

Phase 4 - Implementation Plan

This phase will outline the strategies, responsibilities, and priorities for accomplishing the policies described in Phase 3. Each action step will include a timeline for completion, possible

funding sources, and specific organizations that will be tasked with undertaking the action. The Implementation Plan section will be formatted as a table for use as an action plan.

Phase 4 Tasks:

1. Identify action steps;
2. Identify major stakeholders and describe their role in the process of implementing the plan;
3. Define measurable outcomes;
4. Assign timeline for action steps;
5. Provide estimated project costs;
6. Identify any gaps in organizational capacity for implementing the plan;
7. Prioritize action steps; and
8. Develop Action Plan summary table.

Phase 4 Meetings:

- 2 Project Team Meetings (#7 and #8)

Phase 4 Deliverables:

The *Implementation Plan* will outline the strategies for implementing the action steps, the players and groups that should undertake each action step, and the priority timeline for undertaking actions.

Phase 5 – Draft Master Plan

This phase will combine the work of the previous phases into a final, coherent document for presentation and final review at a Public Meeting. The Draft Master Plan document will include policy recommendations regarding issues related to Land Use and Zoning, Building and Land Vacancy, Economic Development, Environment and Transportation.

Phase 5 Tasks:

1. Prepare complete Draft Master Plan. This document will synthesize all of the deliverables accumulated in the previous sections and phases into a single document that includes goals, visions, policy recommendations, implementation steps and stakeholder and community input;
2. Present and discuss Draft Master Plan with Project Team;
3. Prepare power point presentation to summarize the planning process and the outcomes, recommendations, and strategies of the Draft Master Plan; and
4. Hold Public Meeting to present Draft Master Plan.

Phase 5 Meetings:

- 1 Project Team Meeting (#9)
- 1 Public Meeting (#3)

Phase 5 Deliverables:

The *Draft Master Plan* and power point presentation for the public meeting

Phase 6 – Final Master Plan

This phase will compile the entirety of the Scope of Work into the Final Master Plan for consideration and adoption by the appropriate boards and committees.

Phase 6 Tasks:

1. Summarize public involvement and incorporate summary into the plan;
2. Make any final changes to Draft Master Plan based on public and Project Team involvement;
3. Finalize, package, and present the Final Master Plan to Project Team; and
4. Present to Planning Commission and Mayor and City Council as identified and authorized by Strongsville.

Phase 6 Meetings:

- 1 Project Team Meeting (#10)
- 1 Presentation to Planning Commission
- 1 Presentation to City Council

Phase 6 Deliverables:

The project will be completed with the *Final Master Plan* document.

MASTER PLAN TIMELINE

Description	Estimated Time to Complete	Meetings
Phase 1: Plan Initiation and Current Conditions	Twelve (12) Weeks	Project Team (#1 and #2)
Phase 2: Community Vision	Sixteen (16) Weeks	Project Team (#3 and #4) Public Presentation (#1)
Phase 3: Policy Development	Eight (8) Weeks	Project Team (#5 and #6) Public Open House (#2)
Phase 4: Implementation Plan	Ten (10) Weeks	Project Team (#7 and #8)
Phase 5: Draft Master Plan	Four (4) Weeks	Project Team (#9) Public Meeting (#3)
Phase 6: Final Master Plan	Four (4) Weeks	Project Team (#10) Present to Planning Commission Present to City Council