

FIRST READING: 9.8.20
SECOND READING: 9-14-20
THIRD READING: 9.21.20

ORDINANCE NO. 71-20

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL PLANNING SERVICES AGREEMENT BETWEEN THE CUYAHOGA COUNTY PLANNING COMMISSION AND THE CITY OF ROCKY RIVER REGARDING PLANNING AND ZONING CODE REVISIONS, ATTACHED HERETO AS EXHIBIT A

WHEREAS: cooperation between the City of Rocky River and the Cuyahoga County Planning Commission has been ongoing with regard to planning and zoning code revisions for the City as it plans for development and redevelopment; and

WHEREAS: an additional agreement regarding professional planning services related to the planning and zoning revisions to the City's Development Code needs to be executed between the City and Cuyahoga County Planning Commission; and

WHEREAS: the total cost of the professional services for the completion of the Development Code described in the attached Exhibit A shall not exceed thirty-seven thousand dollars (\$37,000.00); and

WHEREAS: twenty thousand dollars (\$20,000.00), has been awarded to the City of Rocky River through a competitive Community Planning Grant application process conducted by County Planning; and

WHEREAS: the City of Rocky River shall pay seventeen thousand dollars (\$17,000.00), to the Cuyahoga County Planning Commission for the professional planning services described in the attached Exhibit A.

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

SECTION 1. - That the Mayor be and she is hereby authorized to enter into a Professional Planning Services Agreement between the Cuyahoga County Planning Commission and the City of Rocky River for the planning and zoning revisions to the City's Development Code.

SECTION 2. - That funds for the services listed in the attached Agreement shall not exceed seventeen thousand dollars (\$17,000.00) and shall be paid from the General Fund.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that revisions to the Development Code should be completed, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

I, the undersigned clerk of council of the City of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 21st day of September, 2020.

A Susan G. Pease
Clerk of Council of the City of Rocky River, Ohio

RESOLVED: September 21st, 2020

James W. Moran
JAMES W. MORAN
President of Council

PRESENTED

COUNCIL MAYOR: September 21st, 2020

APPROVED: September 21st, 2020

TEST:

A Susan G. Pease
AN G. PEASE
Clerk of Council

Pamela E. Bobst
PAMELA E. BOBST
Mayor

PROFESSIONAL PLANNING SERVICES AGREEMENT
BETWEEN
CUYAHOGA COUNTY PLANNING COMMISSION
AND
THE CITY OF ROCKY RIVER, OHIO

This AGREEMENT is made by and between **THE CITY OF ROCKY RIVER, OHIO**, located at 21012 Hilliard Boulevard, Rocky River, Ohio, 44116, hereinafter referred to as "Rocky River", 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 of _____, 2020, and ends on the earlier of the completion of the Scope of Work or on December 31, 2021. 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 required to perform the Scope of Services outlined in Attachment "A." The Scope of Services is attached to this Agreement and incorporated herein and made a part hereof as if fully set out and rewritten herein. A schedule is provided in the Scope of Services. The work to be performed 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 between Rocky River and County Planning that Rocky River 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 Services 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 standard mileage reimbursement rate (\$0.575 per mile in 2020) and subject to change per IRS annual guidelines. Reproduction, postage, large format maps, supplies, and other related services and expenses necessary for the completion of the work, herein provided for, shall be charged at cost. County Planning may charge staff-hour 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) components to cover the costs of professional services, which shall include staff time and other costs identified herein above, provided by County Planning:
 - a. The total cost of the professional services for the completion of the Development Code Update described herein shall not exceed **thirty-seven thousand dollars and no cents (\$37,000.00)**;
 - b. **Twenty thousand dollars and no cents (\$20,000.00)**, has been awarded to the City of Rocky River through a competitive Community Planning Grant application process conducted by County Planning; and
 - c. It is understood and agreed that the City of Rocky River shall pay **seventeen thousand dollars and no cents (\$17,000)**, for the professional planning services described herein.
4. **Budget.** The line item budget for the professional planning services contemplated by this Agreement is presented in Attachment "A" Scope of Services.

5. **Billing Statements and Invoices.** Billing statements and invoices for all phases of the Scope of Services provided will be submitted to Rocky River by County Planning on a quarterly basis and paid by Rocky River within forty-five (45) days of receipt of the invoice.

ROLES AND RESPONSIBILITIES

Rocky River agrees to make available to County Planning all the information needed to meet the requirements of the Scope of Services, 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. Rocky River also agrees to schedule the requisite meetings identified in the Scope of Services 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 maps and report documents.

SCOPE MODIFICATIONS AND ADDITIONAL WORK

If additional staff time is necessary to accommodate changes or modifications in the Scope of Services, including, but not limited to, further analysis, additional work or meetings with Rocky River beyond that specified in Attachment "A," an amendment to this Agreement will be made between County Planning and Rocky River, 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 Rocky River 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 Rocky River may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or Rocky River 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 Rocky River, Ohio
Mayor Pamela E. Bobst
21012 Hilliard Boulevard
Rocky River, Ohio 44116

Cuyahoga County Planning Commission
Patrick Hewitt, AICP, Interim 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 Effective Date and Term section of this Agreement.

For

CITY OF ROCKY RIVER:

For

**CUYAHOGA COUNTY
PLANNING COMMISSION:**

Pamela E. Bobst
Mayor

Patrick Hewitt, AICP
Interim Executive Director

Date

Date

Approved for Legal Form

Name and Title

Date

ATTACHMENT “A”

CITY OF ROCKY RIVER DEVELOPMENT CODE UPDATES PHASE 3 SCOPE OF SERVICES

The planning process for the City of Rocky River Zoning Updates Phase 3 consists of the tasks outlined below.

Phase 3: Development Code Update Recommendations

The phase involves writing and updating the existing Development Code and Zoning Map, testing any changes to ensure they yield the desired development, and preparing the documents for adoption.

Task 3.1: Prepare Code and Map Changes

County Planning staff will work with the City of Rocky River to prepare changes to the City's Development Code and Zoning Map based on the issues raised in the Development Code Diagnosis and the Framework of Changes.

Task 3.2: Test Code Changes

County Planning staff will test proposed changes to the Development Code against existing sites in the City to determine whether the proposed changes address all issues and provide the City with the tools to craft desired developments.

Task 3.3: Prepare for Adoption

County Planning will work with the City of Rocky River to prepare the final documents for adoption by the City and will present to the City Planning Commission and City Council as part of their adoption process.

Task 3.4: Close Out Project

County Planning will finalize the Development Code and Zoning Map based on the adoption of the Planning Commission and City Council, and provide the final Development Code, Zoning Map, and Online Zoning Map to the community.

DEVELOPMENT CODE UPDATES BUDGET CALCULATION

Task 3.1	Prepare Code and Map Changes	\$24,000.00
Task 3.2	Test Code Changes	\$7,000.00
Task 3.3	Prepare for Adoption	\$5,000.00
Task 3.4	Close Out Project	\$1,000.00
	TOTAL	\$37,000.00

DEVELOPMENT CODE UPDATES TIMELINE

Description	Target Start	Target Complete	Meetings
Phase 3: Development Code Update Recommendations	November 1, 2020	December 31, 2021	As needed