

ORDINANCE NO. 2017-25

INTRODUCED BY: Mayor Bodnar and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE CUYAHOGA COUNTY PLANNING COMMISSION
FOR THE PURPOSE OF ESTABLISHING AND ACHIEVING GOALS
AND OBJECTIVES RELATING TO THE MASTER PLAN**

WHEREAS, Mayfield Village desires to enter into a memorandum agreement with the Cuyahoga County Planning Commission in which they will work together to accomplish certain goals and objectives relative to the Master Plan for Mayfield Village; and

WHEREAS, Mayfield Village and the Cuyahoga County Planning Commission desire to enter into this understanding in order to set out all working arrangements necessary to complete the Master Plan; and

WHEREAS, this Council finds and determines that it is appropriate for Mayfield Village to enter into a Memorandum of Understanding with the Cuyahoga County Planning Commission for the purpose of establishing a structure for the development of and completing the Master Plan.

NOW, THEREFORE, BE IT ORDAINED by the Council of Mayfield Village, County of Cuyahoga, State of Ohio:

SECTION 1. The Council of Mayfield Village, Ohio hereby authorizes and directs the Mayor and President of Council to enter into a Memorandum of Understanding with the Cuyahoga County Planning Commission as set forth in Exhibit "A," which is attached and incorporated herein.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of Mayfield Village. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

JOSEPH M. SAPONARO
Council President

First Reading: _____, 2017
Second Reading: _____, 2017
Third Reading: _____, 2017
PASSED: _____, 2017

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

JOSEPH W. DIEMERT, JR.,
Director of Law

ATTEST: _____
MARY E. BETSA,
Clerk of Council

MEMORANDUM OF UNDERSTANDING
between
Cuyahoga County Planning Commission
and
Mayfield Village

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2017 (the "Effective Date"), by and between the Cuyahoga County Planning Commission (hereinafter referred to as "County Planning"), a county planning commission established pursuant to the Ohio Revised Code §713.22, located at 2079 East 9th Street, Suite 5-300 Cleveland, Ohio 44115 and Mayfield Village, Ohio (hereinafter referred to as "Mayfield Village"), a municipal corporation, located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 for the purpose of establishing and achieving various goals and objectives relating to the Mayfield Village Master Plan (hereinafter referred to as the "Master Plan").

WHEREAS, County Planning and Mayfield Village desire to enter into a memorandum agreement in which they will work together to accomplish the goals and objectives of the Master Plan set forth in the Scope of Work; and

WHEREAS, County Planning and Mayfield Village desire to enter an understanding setting out all working arrangements necessary to complete the Master Plan.

NOW, THEREFORE, it is mutually agreed by and between County Planning and Mayfield Village as follows:

Purpose and Scope. This Memorandum of Understanding is intended to provide the cornerstone and structure for the development of a Master Plan for Mayfield Village, Ohio as outlined in the Scope of Work. The Scope of Work is attached hereto as Attachment "A." Attachment "A" is incorporated herein and made a part hereof as if fully rewritten herein.

Objective. County Planning and Mayfield Village shall endeavor to work together to develop and establish processes, roles, responsibilities, tasks and deliverables that will result in the development of a comprehensive Master Plan for Mayfield Village.

Obligation of the Parties. It is the desire and the wish of County Planning and Mayfield Village that this MOU not be a formal contract or indenture, but rather an agreement between the parties to work together in such a manner that would promote the genuine atmosphere of collaboration and partnership necessary to prepare the Master Plan.

Master Plan Timeline. The Master Plan Timeline is attached hereto as Attachment "B." Attachment "B" is incorporated herein and made a part hereof as if fully rewritten herein. The Master Plan Timeline may be extended by mutual agreement of the parties hereto in writing.

Effective Date and Term. The term of this MOU shall be for the period beginning on the effective date written herein above and ending on the earlier of the completion of the Scope of Work or June 30, 2018. This MOU may be extended by mutual agreement of the parties hereto in writing.

Funding. Mayfield Village acknowledges that the professional services for the completion of the Master Plan described herein were awarded to Mayfield Village through a competitive application process conducted by County Planning. Further, Mayfield Village acknowledges that the professional services provided by County Planning are limited by the Scope of Work and the extent of grant funding.

Additional Work. In the event that Mayfield Village wishes to have County Planning conduct additional work outside the Scope of Work attached, hereto such work with its associated costs may become the subject of separate and mutually agreed contract between the parties.

Coordination with Village Consultants. Mayfield Village maintains ongoing contracts with several consultants for professional services, including, but not limited to, planning, engineering, and urban design. County Planning shall collaborate with the Village's consultants, and ensure that their recommendations are incorporated into the Master Plan.

General Terms of Understanding. The general terms of this Memorandum of Understanding are outlined below.

1. This MOU may be amended or modified at any time in writing by mutual agreement of parties hereto. In addition, this MOU may be cancelled by either party with thirty (30) days advance written notice pursuant to the methods provided herein.
2. Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following:

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

Mayfield Village
Brenda T. Bodnar, Mayor
6622 Wilson Mills Road
Mayfield Village, Ohio 44143

3. Any item produced under this MOU including any documents, data, maps, photographs and negatives, electronic reports/records, or other media, are the property of County Planning. County Planning hereby grants to Mayfield Village an unrestricted license to reproduce, distribute, maintain and use the deliverables. To the extent such items are original works of authorship or products created and developed by County Planning, County Planning retains any and all rights, title and interest in any new or preexisting intellectual property. County Planning agrees not to obtain copyright, patent, or other proprietary protection for the deliverables produced in connection with this Agreement.
4. County Planning and Mayfield Village acknowledge that they are both public bodies and/or public offices subject the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication and any and all documents in any format or media.

5. In the event of any dispute or disagreement between County Planning and Mayfield Village with respect to the interpretation of any provision of this MOU, or with respect to the performance of the Scope of Work hereunder by County Planning which cannot be resolved in the normal course of business, then upon written notice of either Party to the other adhering to the following:
 - a) Each Party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b) No formal action for such dispute may be commenced by the Parties until either of the Parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other Party; and
 - c) The rights and obligations of the parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
6. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
7. In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
8. Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
9. This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the Parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU.
10. 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 Mayfield Village may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or Mayfield Village to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

This MOU is hereby agreed, acknowledged and executed by the duly authorized representatives below.

**For
MAYFIELD VILLAGE**

**For
CUYAHOGA COUNTY PLANNING COMMISSION**

Brenda T. Bodnar, Mayor

Glenn Coyne, FAICP
Executive Director

Date

Date

ATTACHMENT "A"

MAYFIELD VILLAGE MASTER PLAN SCOPE OF WORK

The planning process for Mayfield Village Master Plan consists of five (5) phases outlined below and collectively referred to as the "Scope of Work." Each Phase includes specific tasks, meetings, and deliverables; these items build on previous work and contribute to the Final Plan.

Phase 1 - Plan Initiation and Current Conditions

It is necessary to understand current conditions and assets that make Mayfield Village unique in order to begin to identify where future opportunities exist. During Phase 1, the Village will designate: A) Project Team to serve as the primary point of contact between County Planning and the Village during the planning process and, B) Steering Committee to assist, provide feedback and advance the Master Plan.

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:

- 1 Project Team Meeting (#1)

Phase 1 Deliverable:

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 Village.

County Planning will work with Mayfield Village to draft broad vision statements that address the issues identified in the *Current Conditions Report*. Statements will also be drawn from Project Team and Steering Committee meeting results, and stakeholder interviews.

Phase 2 Tasks:

1. Undertake brainstorming and idea generation meeting with Project Team to develop the community's vision;
2. Undertake brainstorming and idea generation meeting with Steering Committee to develop the community's vision;

3. Combine idea generation and brainstorming results into draft vision statements;
4. Hold a Public Meeting to present Current Conditions Report and draft community vision; and
5. Update and finalize vision statements based on community input.

Phase 2 Meetings:

- 1 Project Team Meeting (#2)
- 1 Stakeholder Committee Meeting (#1)
- 1 Public Meeting (#1)

Phase 2 Deliverable:

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 that Mayfield Village 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 Mayfield Village.

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 to Steering Committee;
5. Present draft policies and actions at a Public Meeting; and
6. Update action steps based on input from Project Team, Steering Committee and Public Meeting.

Phase 3 Meetings:

- 1 Project Team Meeting (#3)
- 1 Steering Committee Meeting (#2)
- 1 Public Meeting (#2)

Phase 3 Deliverable:

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:

- 1 Project Team Meeting (#4)
- 1 Steering Committee Meeting (#3)

Phase 4 Deliverable:

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

Phase 5 - Final Plan

This phase will combine the work of the previous phases into a final, coherent document for presentation and adoption by the appropriate boards and committees. There are two major elements to this phase; A) the Draft Master Plan and, B) the Final Master Plan. The final document will include policy recommendations regarding issues related to Land Use and Zoning, Building and Land Vacancy, Economic Development, Environment and Transportation.

A. Draft Master Plan

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. Present and discuss Draft Master Plan with Steering Committee;
4. Prepare power point presentation to summarize the planning process and the outcomes, recommendations, and strategies of the Draft Master Plan; and
5. Hold Public Meeting to present Draft Master Plan;

B. Final Master Plan

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

Phase 5 Meetings:

- 2 Project Team Meetings (#5 and #6)
- 1 Steering Committee Meeting (#4)
- 1 Public Meeting (#3)

Phase 5 Deliverables:

The project will be completed with the *Draft Master Plan*, power point presentation for the public meeting and *Final Master Plan*.

ROLES AND RESPONSIBILITIES

In order to complete the Mayfield Village Master Plan in a timely and efficient manner, roles and responsibilities will be divided between County Planning and planning staff at Mayfield Village. The general outline of these roles and responsibilities is explained below.

Mayfield Village will:

1. Identify and provide contact information for the stakeholders and those persons who will sit on the Project Team and the Steering Committee;
2. Work with County Planning to download and format all requested data and provide planning-related policy documents;
3. Assist in coordinating, advertising, organizing, and hosting all public and Steering Committee meetings; and
4. Assemble, describe, and evaluate potential local funding sources as well as local groups capable of completing action items.

County Planning will:

1. Conduct Project Team, Steering Committee, and Public Meetings;
2. Conduct a series of in-person interviews with key stakeholders such as elected officials and representatives of advocacy groups, as identified and authorized by Mayfield Village;
3. Provide interim planning materials and all Public Meeting materials to Mayfield Village for posting on the Village's website;
4. Review and analyze all data, prepare all maps, and write associated report text;
5. Coordinate the policy development phase, undertake all research and analysis; and
6. Assemble and finalize all documents, presentations, and public meeting materials.

ATTACHMENT "B"

PROPOSED MASTER PLAN TIMELINE

Description	Target Start	Target Complete	Meetings
Phase 1: Plan Initiation and Current Conditions	Now	tbd	Project Team (#1)
Phase 2: Community Vision	tbd	tbd	Project Team (#2) Steering Committee (#1) Public Meeting (#1)
Phase 3: Policy Development	tbd	tbd	Project Team (#3) Steering Committee (#2) Public Meeting (#2)
Phase 4: Implementation Plan	tbd	tbd	Project Team (#4) Steering Committee (#3)
Phase 5A: Draft Master Plan	tbd	tbd	Project Team (#5) Steering Committee (#4) Public Meeting (#3)
Phase 5B: Final Master Plan	tbd	June 30, 2018	Project Team (#6)