

ORDINANCE NO. 2017-26

INTRODUCED BY: Mayor Bodnar and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO AN AGREEMENT WITH THE
CUYAHOGA COUNTY PLANNING COMMISSION
FOR PROFESSIONAL PLANNING SERVICES**

WHEREAS, Mayfield Village desires to enter into an agreement for professional planning services with the Cuyahoga County Planning Commission; and

WHEREAS, Mayfield Village desires to work with the Cuyahoga County Planning Commission to conduct a survey in order to obtain valuable information and opinions from Village residents for consideration during the forthcoming master planning process; and

WHEREAS, this Council finds and determines that it is appropriate for Mayfield Village to enter into an agreement for professional planning services with Cuyahoga County Planning Commission.

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 an agreement for professional planning services 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

**PROFESSIONAL PLANNING SERVICES AGREEMENT
BETWEEN
CUYAHOGA COUNTY PLANNING COMMISSION
AND
MAYFIELD VILLAGE, OHIO**

This AGREEMENT is made by and between **MAYFIELD VILLAGE, OHIO**, located 6622 Wilson Mills Road, Mayfield Village, OH 44143, hereinafter referred to as "Mayfield Village", 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 _____, 2017, and ends on the earlier of the completion of the Scope of Work or on _____, 2017. 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 Mayfield Village and County Planning that Mayfield Village 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 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 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.** It is understood and agreed that the total costs for the professional planning services contemplated by this Agreement shall not exceed **eighteen thousand dollars and no cents (\$18,000.00)**.

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 Mayfield Village by County Planning on a quarterly basis and paid by Mayfield Village within sixty (60) days of receipt of the invoice.

ROLES AND RESPONSIBILITIES

Mayfield Village agrees to make available to County Planning all the information needed to meet the requirements of the Scope of Services, including all Village records, publications, data, reports, plans, and other information that may be useful in the performance of the work contemplated by this Agreement. Mayfield Village 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 Village officials, collecting and analyzing data, producing interim reports, and producing the draft and final report documents.

REVISIONS TO THE FINAL DOCUMENT

Any revisions to the final deliverable identified by Mayfield Village during the review process will be completed by County Planning as described in Attachment "A."

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 Mayfield Village beyond that specified in Attachment "A," an amendment to this Agreement will be made between County Planning and Mayfield Village, 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 Mayfield Village 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 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 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:

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

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 Effective Date and Term section of this Agreement.

**For
MAYFIELD VILLAGE:**

**For
CUYAHOGA COUNTY
PLANNING COMMISSION:**

Brenda T. Bodnar
Mayor

Glenn Coyne, FAICP
Executive Director

Date

Date

Approved for Legal Form

Name and Title

Date

ATTACHMENT "A"

MAYFIELD VILLAGE COMMUNITY SURVEY SCOPE OF SERVICES

Community surveys are recognized as a successful method of collecting opinions for consideration during the forthcoming master planning process. A well-designed and scientifically conducted survey provides valuable feedback from a wide range of individuals, many of whom do not normally involve themselves in local government.

In order to capture the viewpoints of Mayfield Village residents, County Planning will prepare and administer a mailed survey sent to every occupied household in the Village, which, based on the 2015 American Communities Survey, is 1,550 households.

In consultation with Village staff, County Planning will prepare a paper survey with various questions concerning community strengths, challenges, needs, services, and issues. The surveys will be distributed via USPS. For the purpose of this Scope of Work, the survey instrument will consist of twelve (12) pages.

Surveys will be mailed to all households with an active USPS address in Mayfield Village, including return postage and envelope. County Planning will strive for statistically valid results and will establish the realistic goal of a forty percent (40%) response rate, which would yield a ninety-five percent (95%) confidence level with a three percent (3%) rate of error.

To conduct the community survey, County Planning will undertake the following work steps:

1. Beginning with a set of draft questions, review and confirm the questions to be included on the survey forms with Village staff;
2. Finalize the design and format of the survey forms based on review by Village staff;
3. Cross check and verify Mayfield Village residential addresses from available databases of addresses supplied by Mayfield Village;
4. Contract with a printer and mailing house to print and collate the survey materials, and address the envelopes;
5. In order to ensure a good response rate, County Planning will send a reminder post card approximately twenty (20) days after the survey is sent;
6. Collect and tabulate the survey responses and interpret and depict the results using tables and graphs. Survey findings will be prepared based on the review of basic descriptive statistics generated by SPSS, a common computer software package, and;
7. Prepare a report that summarizes the findings from the surveys including graphic representations of data and review with Village staff. Findings will be used to help inform Mayfield Village's goals and strategies in the master planning process.
8. Presentation of findings to a public meeting of the Mayor and Village Council.

Meetings:

Up to three (3) Meetings with Village staff and one (1) public presentation of findings.

Deliverables:

The final report will include a summary of the findings from the community surveys, including graphic representations of data, and a summary PowerPoint presentation. The findings of the survey will also be incorporated into the current conditions analysis of the forthcoming Master Plan.

COMMUNITY SURVEY BUDGET CALCULATION

Item 1.	County Planning Staff Time	\$10,500
Item 2.	Printing and Postage	\$7,500
	TOTAL	\$18,000

COMMUNITY SURVEY SCHEDULE

Description	Target Start	Target Complete	Meetings
Phase 1: Draft Survey Questionnaire	May 22, 2017	June 9, 2017	Village staff (#1)
Phase 2: Final Survey Questionnaire	June 12, 2017	June 16, 2017	Village staff (#2)
Phase 3: Compile Addresses	May 30, 2017	June 16, 2017	----
Phase 4: Surveys Printed and Mailed	June 23, 2017	June 30, 2017	----
Phase 5: Reminder Postcard Mailed	July 17, 2017	July 21, 2017	----
Phase 6: Surveys Returned, Collected and Tabulated	August 14, 2017	August 31, 2017	----
Phase 7: Draft Survey Report and Review	September 11, 2017	September 15, 2017	Village staff (#3)
Phase 8: Presentation	September 25, 2017	September 28, 2017	Public Presentation (#1)