

RECORD OF RESOLUTIONS

Resolution No. 2017-I

February 13, 2017

City of Bellbrook

Resolution No. 2017-I

A Resolution Authorizing the City Manager to Enter into a Contract for Planning Services with the Regional Planning and Coordinating Commission of Greene County.

WHEREAS, the City of Bellbrook's Comprehensive Plan was last updated in 1974; and

WHEREAS, the Regional Planning and Coordinating Commission of Greene County is able provide planning services to update the City's Comprehensive Plan; and

WHEREAS, the City desires to enter into a Contract with the Regional Planning and Coordinating Commission of Greene County to update the City's Comprehensive Plan.

Now, Therefore, the City of Bellbrook Hereby Resolves:

Section 1. That the City Manager is hereby authorized to sign the attached with the Regional Planning and Coordinating Commission of Greene County contract in an amount not to exceed \$21,800.

Section 2. That this resolution shall take effect and be in force forthwith.

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council

CONTRACT FOR PLANNING SERVICES
PROVIDED TO
CITY OF BELLBROOK, OHIO

THIS CONTRACT, made effective as of this _____ day of _____, 2017, by and between the City of Bellbrook, Ohio, (hereinafter called the "City"), and the Regional Planning and Coordinating Commission of Greene County, Ohio, (hereinafter called the "RPCC").

WITNESSETH:

WHEREAS, the City desires to undertake the necessary activities for the preparation of an update to the Bellbrook Comprehensive Plan (hereinafter referred to as "Plan"); and

WHEREAS, the City desires to engage the RPCC to research other communities Plans, review/update the Plan based on research, public input, and discussions with City staff and boards, render technical advice and assistance, and to provide professional services in connection with such preparation of the Plan; and

WHEREAS, the RPCC, by virtue of Articles 6.03, 10.02 and 10.04 of the Resolution and By-Laws of the Regional Planning and Coordinating Commission of Greene County, Ohio and Ohio Revised Code 713.21, 713.22, is empowered to contract and receive funds for services rendered to member jurisdictions; and

WHEREAS, the Bellbrook City Charter authorizes the City Manager to contract with planning consultants as necessary within the limits of money appropriated by the City Council for such purpose; and

WHEREAS, the City has appropriated \$21,800 for a plan update,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

TERMS:

Section 1. Warranties and Responsibilities of RPCC

The RPCC warrants and represents that:

- a) RPCC is professionally competent and qualified to perform the services.
- b) RPCC has all necessary powers and authority to enter into and perform the covenants and agreements on its part to be performed in the Contract and by proper action duly authorized in the execution and delivery of this contract.

- c) This Contract constitutes a legal, valid and binding obligation of RPCC enforceable in accordance with its terms.

Section 2. Scope of Work

- a) The work tasks to be completed by the RPCC in preparation of the Plan are described in the Scope of Services. (See Attachment #1 Scope of Services)
- b) The RPCC shall perform the work described in the Scope of Services and provide all of the necessary technical and professional services to the City in an expedient and professional manner in order to ensure successful preparation of the Plan.
- c) The RPCC will coordinate its work with City staff in preparation of the Plan.

Section 3. Responsibilities of the City

The City shall provide coordination, cooperation, and access to all available reports, information, and documentation reasonably necessary for the RPCC to complete the Scope of Services as described in Section 2. In particular, the City shall provide and make available maps, copies of reports and other data as necessary and available to the RPCC at no cost.

The City shall publish any required legal notices, shall provide cooperation and appropriate meeting space for any required public meetings or hearings, logistical coordination, and provide any necessary publicity with respect to such meetings at no cost to the RPCC. The City will also assist with copying and distributing of documents, reports, memos, or other work products generated by RPCC to participants in the planning process, as determined to be necessary by the City and RPCC. RPCC will work with the City to provide digital copies of documents in order that they might be distributed via e-mail, where feasible.

Section 4. Time Schedule (see Attachment #2 Proposed Schedule)

The services of the RPCC, as described herein, shall begin upon the effective date of this Contract.

- a) Services shall be performed in such a sequence to assure expeditious completion of all services consistent with the objectives of the City and good and efficient professional practices.
- b) Within one month, the RPCC will provide the City with a complete schedule that depicts the entire process for updating the Plan and anticipated hours spent by month to complete the Plan. It is anticipated that the project will take no longer than eighteen (18) months to complete. During the course of the project, events may impact any project schedule and these need to be

brought to the City's attention at a regular monthly meeting.

Section 5. Compensation and Method of Payment

- a) The City will pay the RPCC an amount not to exceed Twenty-One Thousand Eight Hundred dollars (\$21,800).
- b) The RPCC shall submit a detailed statement on a monthly basis to the City setting forth for the identity of each staff person who performed work on this Contract during the preceding month, the amount of time expended by each such person in performing said work, the dates on which said work was performed and a brief description of the work performed by each person within each billing interval.
- c) All charges for services shall be based upon actual time in one-half (0.5) hour increments. The charges for said work will be based upon the personnel classifications for the RPCC's staff performing the services. The amount charged for each staff person shall be based upon the hourly wage associated with the personnel classification for the person performing the work as set forth in Attachment #3 which includes the cost of all benefit afforded to any person in each designated classification.
- d) Charges for reimbursable expenditures shall be at their actual cost. Reimbursement requests for payments to outside vendors shall be supported by appropriate documentation. (See Attachment #3 RPCC Office Staff Hourly Rates).

Section 6. Personnel

The RPCC shall provide all of the necessary personnel to assure complete compliance with the terms of this Contract. The Executive Director of Regional Planning and Coordinating Commission of Greene County, Ohio will serve as Project Manager. Various staff members of the RPCC will be assigned specific work tasks as appropriate, depending upon required experience, knowledge and discipline.

Section 7. Changes

The City may, from time to time request changes in the Scope of Service to be performed by RPCC hereunder. Such changes, including and any increase or decrease in the amount of the RPCC's compensation, which are mutually agreed upon by and between the City and RPCC, shall be incorporated in written amendments to this Contract.

The RPCC shall notify the City of the need for any change in the Contract or the need for change as a result of modifications in the Scope of Services, or changes in conditions.

The RPCC shall not proceed with any change or extra work unless approved in writing by the City.

Section 8. Miscellaneous

- a) This contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regards to conflict of law principles.
- b) ALL instruments and products of professional services prepared by RPCC under this contract are the property of City, although the RPCC may use the final product for example purposes.
- c) This Contract contains the entire agreement between City and RPCC with respect to the subject matter hereof and may not be modified or amended except by written instrument signed by both the City and RPCC.
- d) This Contract is binding on the parties' successors, if any. Neither party may assign the contract.
- e) This Contract and all rights and actions related thereto are strictly reserved to City and RPCC and nothing contained herein shall give or allow any claim or right of action to or by any third party.
- f) City shall designate one person responsible for all communications from RPCC and who shall jointly have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Plan and activities for which RPCC is to provide services.
- g) The relationship between the City and RPCC is purely contractual. RPCC shall perform its duties hereunder as an independent contractor and shall have no authority, expressed to implied, to bind City to any agreement, liability or understanding. Neither RPCC nor any agent or employee of RPCC shall be, or be deemed to be, an agent or employee of City.
- h) RPCC reserves the right to include representations of the project contemplated herein in its professional material.

Section 9. Notice

Any notice required under this contract shall be deemed given either on the day actually received or twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever is earliest. The parties may change their addresses from time to time by written notice given in accordance herein.

IN WITNESS WHEREOF, the City and the RPCC have executed the Contract to be effective as of the date first above Written.

WITNESS:

CITY OF BELLBROOK
CITY MANAGER

WITNESS:

REGIONAL PLANNING AND
COORDINATING COMMISSION OF
GREENE COUNTY

President

Executive Director

Resolution # _____

ATTACHMENT #1
BELLBROOK COMPREHENSIVE PLAN UPDATE
SCOPE OF SERVICES

The Regional Planning and Coordinating Commission of Greene County (RPCC) will produce a Comprehensive Plan Update for the City of Bellbrook. This updated Comprehensive Plan will serve as Bellbrook’s general decision-making guide for land use, development, preservation and capital improvement programming over the next ten to fifteen years, through 2030. The updated plan will be formulated in close communication with City staff, City boards and with public input from the citizens and business owners of the community.

Bellbrook’s first adopted plans were the Comprehensive Plan for Bellbrook & Sugarcreek Township and the Old Village District Plan, both prepared by Miami Valley Regional Planning Commission and adopted in 1974. Those plans were prepared knowing an interstate highway and public sanitary sewer system were in the works and the formation of the Bellbrook-Sugarcreek Park District. The RPCC of Greene County adopted the Perspectives 2000 Future Land Use Plan in 1978 and the Perspectives 2020 Future Land Use Plan in 2001, both of which included the City of Bellbrook. Sugarcreek Township adopted its Sugarcreek Township Comprehensive Development Plan in 2001 and updated it in both 2007 and 2013.

AREAS OF FOCUS

The Comprehensive Plan Update will look at the community in a comprehensive manner, but the following six areas of focus will be emphasized:

- Historic Old Village Area – The plan will look at the physical, social and economic dynamics of the downtown area and provide recommendations to bolster its attractiveness as a place to live, work, shop and gather.
- SR 725/Franklin Street Corridor – The plan will look at the main transportation route through the community and make recommendations regarding its transportation role as well as its role in the community’s image.
- Existing Neighborhoods – The plan will look at the variety of existing neighborhoods in the community and make recommendations regarding future actions to keep them attractive places to live and play.
- Fringe and Vacant Areas – The plan will look at vacant areas both inside and surrounding the city.
- Water Service District – The plan will look at land use and development trends as they relate to Bellbrook’s water service district.

- Walkability & Connectivity – The plan will look at ways to increase walkability and connectivity within the community, especially relating to the downtown area, schools and recreation areas.

REVIEW COMMITTEE

Bellbrook Planning Board will serve as the review committee, with additional persons added for each meeting based upon the subject matter.

COMPREHENSIVE PLAN CHAPTERS

The comprehensive plan update will be organized into two major sections – the input chapters and the recommendation chapters as follows:

- Input Chapters
 - History
 - Population Trends
 - Economic Trends
 - Housing Trends
 - Land Use Trends
 - Community Services and Facilities
 - Transportation Infrastructure
 - Utility & Drainage Infrastructure
 - Natural Features
 - Neighborhoods and Planning Areas
 - Downtown/Old Village District
 - Water Service Area
- Recommendation Chapters
 - Goals, Objectives & Policies
 - Plan Recommendations
 - Plan Implementation
- Appendix – Public Input Process

The input chapters will be provided in a draft form for each meeting at which the subject matter and relevant maps will be reviewed and discussed. After each meeting, the relevant input chapters will be finalized based upon input received at each meeting. The Downtown/Old Village Chapter will discuss input from a walkable community workshop to be conducted jointly by RPCC of Greene County and Miami Valley Regional Planning Commission. The downtown workshop is independent of this scope.

COMPREHENSIVE PLAN MAPS

RPCC will develop a set of maps for the Comprehensive Plan Update. The maps will include the following subject areas:

- Existing Land Use
- Groundwater Resources & Well Field Protection Areas
- Groundwater Pollution Potential
- Natural Features
- Drainage, Flood Plains & Wetlands
- Generalized Water System
- Generalized Sanitary Sewer System
- Generalized Other Utility Systems
- Community Facilities
- Thoroughfare Classification & Average Daily Traffic
- Pedestrian & Bike Facilities
- Planning Areas
- Comprehensive Plan
- Downtown Plan
- Transportation Plan

MEETINGS

RPCC staff will conduct up to ten (10) meetings with the Bellbrook Planning Board and/or a Bellbrook Comprehensive Plan Update Committee as follows:

1. Kick-Off, Process & History
2. Initial Issues Scan
3. Population & Economic Trends
4. Natural Features, Community Facilities Utility Infrastructure & Drainage
5. Land Use/Housing Trends & Neighborhoods
6. Transportation & Corridors
7. Downtown Bellbrook (including input from separately-held Walkable Community Workshop in conjunction with MVRPC)
8. Plan & Policy Recommendations
9. Public Input Meeting
10. Plan Finalization

Each meeting will focus on the subject areas as listed above. After presentation of existing conditions and trends in subject areas at each meeting, recommendations and policies will be discussed for insertion into the plan. They will then be assembled together for Meeting #8 for a first draft, presented to the public for comment at Meeting #9, and finalized at Meeting #10. RPCC staff will also attend the meetings of Planning Board and City Council for adoption, as needed.

WEB SITE

RPCC will work with Bellbrook to provide materials for its web site for the plan update.

DELIVERABLES

Upon completion and adoption of the plan, RPCC will provide twenty (20) printed copies and one (1) digital copy in PDF format of the plan document and accompanying maps. RPCC will also provide one (1) printed 36-inch by 42-inch display map of the Comprehensive Plan.

ATTACHMENT #2

BELLBROOK COMPREHENSIVE PLAN UPDATE

PROPOSED SCHEDULE

= MEETING

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Kick-Off																		
Issues Scan																		
Population Trends																		
Economic Trends																		
Natural Features																		
Community Facilities																		
Utilities																		
Drainage																		
Land Use																		
Housing Trends																		
Neighborhoods																		
Transportation																		
Corridors																		
Downtown Bellbrook																		
Plan & Policy Recommendations																		
Public Input Meeting																		
Plan Finalization																		

Assumes Contract signed in February, 2017

ATTACHMENT #3
BELLBROOK COMPREHENSIVE PLAN UPDATE
RPCC STAFF PRODUCTIVE HOURLY RATES

Executive Director	\$57.29/hour
Current Planner	\$32.56/hour
Administrative Support Specialist	\$19.70/hour
GIS Technician	\$18.38/hour
Planning Intern	\$13.36/hour