

RESOLUTION G2019-35

RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A CONTRACT WITH THE HAMILTON COUNTY REGIONAL PLANNING COMMISSION TO PROVIDE PLANNING AND ZONING SERVICES FOR SYMMES TOWNSHIP TO UPDATE THE LAND USE MAP

WHEREAS, the Board of Trustees of Symmes Township, Hamilton County, Ohio, have entered into multiple contracts with the Hamilton County Regional Planning Commission to provide planning and zoning services to Symmes Township; and

WHEREAS, the Board of Trustees are interested in having the Land Use Map updated because it has been ten (10) years since the map was updated; and

WHEREAS, the Board of Trustees of Symmes Township, Hamilton County, Ohio, has determined that it is in the best interest of Township zoning to continue to contract for assistance in zoning administration and enforcement with the Hamilton County Regional Planning Commission and now have the Land Use Map updated.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio, that:

- Section 1.** The Board of Trustees, pursuant to the authority provided in Chapter 504 of the Ohio Revised Code, hereby approves and authorizes the execution of the contract for planning and zoning services to update the Land Use Plan substantially set forth and attached hereto as Exhibit A.
- Section 2.** The Township Administrator is authorized to execute the contract on behalf of the Board of Trustees.
- Section 3.** The Board of Township Trustees hereby authorizes and directs the Township Fiscal Officer to expend such funds in accordance with the terms as set forth in the contract from the Fund #1 General Fund.
- Section 4.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.
- Section 5.** Finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without limitation) Ohio Revised Code §121.22, except as otherwise permitted thereby.
- Section 5.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED APRIL 2, 2019 – RESOLUTION G2019-35

Vote Record: Mr. Beck ____ Ms. Leis ____ Mr. Bryant ____

BOARD OF TRUSTEES:

Philip J. Beck, President

Jodie L. Leis, Vice-President

Kenneth N. Bryant, Trustee

ATTEST:

APPROVED AS TO FORM:

Carol A. Sims, Fiscal Officer

Kevin C. McDonough, Law Director

EXHIBIT A

CONTRACT FOR SERVICES

This contract is made and executed on this _____ day of _____, 2019 by and between SYMMES TOWNSHIP (herein referred to as the “Client”) and the HAMILTON COUNTY REGIONAL PLANNING COMMISSION (HCRPC, herein referred to as the “Contractor”).

1. **Services:** The Contractor agrees to perform professional and technical services outlined in Appendix A (Scope of Services) attached to this Contract, and the Client agrees to compensate the Contractor for such services.
2. **Terms:** The Contractor’s performance under this contract shall commence on April 3, 2019 and be completed by September 30, 2019. All terms of this contract shall remain in force and effect unless and until either party receives thirty (30) days written notice to the other party of its intent to terminate this agreement, in which event this agreement will terminate after the said thirty (30) day period, or unless and until either party desires to change the terms of the Contract and such changes are agreed upon by a properly executed revision, as per section 8 of this contract.
3. **Compensation:** The amount of compensation to be paid by the Client to the Contractor for the performance of the professional and technical services shall be in accordance with Appendix A. The Client agrees to compensate the Contractor in accordance with the terms and conditions set forth in Appendix B (Method of Payment) attached to this contract. The Contractor shall keep an accounting of all charges against this contract which shall be accessible to the Client for review. An estimate of total cost excluding miscellaneous direct expenses is outlined in Appendix C.
4. **Data to be furnished by the Contractor:** If the services to be performed by the Contractor are dependent upon the Client furnishing data and information to the Contractor, all information, data, reports, maps, and other graphic material as are existing, available and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the Client, and the Client shall cooperate with the Contractor in every way possible in carrying out the services program.
5. **Personnel:** The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be deemed employees of, or have any contractual or agency relation with the Client, but shall be subject to necessary supervision as defined in the “Service Program” in Appendix A.
6. **Termination or Suspension of Contract:** In the event of termination as provided for in Section 2 of this contract, all finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, files, and reports, or other materials prepared by the Contractor and delivered to the Client under this contract, shall at the option of the Client, become the Contractor’s property. The Client also agrees to fully compensate the Contractor for all partial performance under this contract for which the Contractor has not already invoiced the

Client.

7. **Waivers or Revisions:** To be valid, a waiver or revision of any portion of this contract must be put in writing and signed by duly authorized representatives of the Client and the Contractor.
8. **Remedies:** In the event of a disagreement under this contract, the parties agree to first submit the dispute to a mediator agreeable to both parties. If the mediator is unable to resolve the dispute, the parties are then free to pursue other legal and equitable remedies.
9. **Public Records:** All documents and maps produced by HCRPC are considered public documents and are subject to the Freedom of Information Act.
10. **Special Provision Regarding CAGIS Maps:** At the conclusion of this contract, all the HCRPC CAGIS (Cincinnati Area Geographic Information System) maps produced for the purpose of this study will remain a part of the HCRPC archives and will be considered public documents. As such, the HCRPC will have the right to reproduce the maps at public request for a small fee to cover reproduction costs.
11. **Authority:** The Client and the Contractor warrant that they have taken all necessary steps, in accordance with the Ohio Revised Code, to lawfully empower their representatives signed below, to execute this contract and any revisions thereto.

IN WITNESS THEREOF, the parties have caused the contract to be duly executed by its duly authorized officers, all as of the day and year written herein as the date of execution.

Symmes Township

**Hamilton County Regional Planning
Commission**

By: Kimberly A. Lapensee, Township Administrator

By: Executive Director

Witness

Witness

Date

Date

APPENDIX A

SCOPE OF SERVICES

The Hamilton County Regional Planning Commission (HCRPC) shall, by agreement, perform the following support services for Symmes Township:

Project Description

Update the existing 2009 Ten-Year Master Plan for Symmes Township for approval by the Symmes Township Trustees and adoption by RPC. The Update will include a comprehensive review of the existing Land Use Plan (LUP) map to reflect township goals in the 2009 Plan, existing zoning, and current development trends and to include updated LUP strategies and maps as necessary to reflect township goals.

Participants

HCRPC will serve as consultants to the Symmes Township Trustees in the facilitation of the Update process and the preparation of the updated Land Use Plan (LUP) map.

Cost

The cost of facilitating and preparing the Comprehensive Plan is estimated at approximately **\$5,305.04** (includes estimated labor cost, mileage, and other miscellaneous expenses). This contract is made on a time and materials basis.

Time

Estimated completion time is 6 months.

Tasks and Meetings

HCRPC staff would be responsible for attending all meetings and completing all tasks described below.

- Update the 2009 Ten-Year Master Plan for Symmes Township by updating quantitative facts and information that has changed in the tens years since the plan was created
- Update Future Land Use Plan: including map and development strategies

Role of RPC

- Define Scope of the project
- Research quantitative data (Census, tax rates, etc.) that have changed in the ten years since plan creation. Insert changes into existing plan document
- Review zone changes and land use changes since plan adoption to inform any potential map changes
- Meet with zoning commission and administrative staff to develop recommended land use map and strategies

Meetings: RPC staff is expected to organize and conduct four meetings.

- **Meeting 1 - Kick-Off Meeting**
Introduction; background information; identification of changes since last comprehensive plan; schedule of meetings; scope of the project; planning for community meeting
- **Meeting 2 - Presentation of Updated Land Use Map and Master Plan**
- **Meeting 3 – Open House Public Meeting**
Presentation of the draft map and strategies. Consider input, revise recommendations.
- **Meeting 4 - Present Draft Plan at Trustees Meeting**

Deliverables

An updated Symmes Township Master Plan document would be produced. A total of 5 copies of the plan would be provided. In addition, three large-scale versions of the updated Land Use Plan map would be provided. Staff will also provide Symmes Township pdf versions of these documents

Compensation

In consideration of the foregoing services, Symmes Township shall compensate HCRPC for all services performed by HCRPC staff as follows:

Interns	\$15.16 per hour
Technicians	\$41.51 per hour
Zoning Inspectors, GIS and Plans Examiners	\$58.26 per hour
Coordinators, Planners and Team Leaders	\$72.45 per hour
Administrators	\$89.98 per hour
Mileage	IRS current Standard Rate

Other Miscellaneous Direct Expenses (postage, mailings, equipment, tools, supplies, etc.)

Appendix B
Method of Payment

The Contractor shall submit monthly invoices for services performed by HCRPC covering expenses incurred in carrying out this contract. All costs, to be eligible for reimbursement, must be reasonable, incurred pursuant to work performed on this contract, and recorded in a manner consistent with accepted accounting principles. The Client shall process and pay the Contractors' invoices, within thirty (30) days following submission by the Contractor.

Appendix C
Estimated Cost of Services

Task	Staff Person	Estimated Hours	Billing Rate	Estimated Cost
Meeting Preparation	Steve Johns	8	\$89.98	\$719.84
	Bryan Snyder	4	\$89.98	\$359.92
	Intern	16	\$15.16	\$242.56
Meeting Attendance	Steve Johns	16	\$89.98	\$1,439.68
	Intern	16	\$15.16	\$242.56
Analysis: Field Review, GIS Conditions, Standard Research, Zoning Case & Condition Review	Steve Johns	1	\$89.98	\$89.98
	Bryan Snyder	2	\$89.98	\$179.96
	Intern	8	\$15.16	\$121.28
Mapping	Intern	24	\$15.16	\$363.84
Document Writing/Revising	Steve Johns	4	\$89.98	\$359.92
	Bryan Snyder	4	\$89.98	\$359.92
	Intern	16	\$15.16	\$242.56
Misc. Administrative	Intern	8	\$15.16	\$121.28
	Technician	4	\$41.51	\$166.04
	Total Estimated Hours	252	Total Estimated Labor Cost	\$5,009.34
Expense	Breakdown	Estimated Amount	Billing Rate	Estimated Cost
Mileage	80 miles/meeting 4 meetings	320	.535 per mile	\$171.20
Mailings	Open House notices (affected property owner notice)	50	.49	\$24.50
Final Document Printing	Copies of Final Plan	5 Copies	20.00 per cop	\$100.00
			Total Estimated Expense Cost	\$295.70
			Total Estimated Cost of Services	\$5,305.04