

ORDINANCE NO. 2011-15-CD

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT
WITH THE HAMILTON COUNTY REGIONAL PLANNING COMMISSION AND
DECLARING AN EMERGENCY**

WHEREAS, the Greenhills Comprehensive Plan recommends updating of the Greenhills Zoning Code and the Village Council has determined that it is in the Village's best interest to proceed with this work at the soonest possible date, and

WHEREAS, the Greenhills Planning Commission recommends approval of this agreement so the revision process can proceed.

NOW, THEREFORE, be it ordained by the Council of the Village of Greenhills, Ohio, six members elected thereto concurring.

SECTION 1.

That the Municipal Manager is hereby authorized to enter into the attached Agreement labeled as Exhibit "A" with the Hamilton County Regional Planning Commission for the revision of the Greenhills Zoning Ordinance.

SECTION 2.

That the cost for this service is anticipated to be \$8,200.00. The Fiscal Officer is hereby directed to make payment to the vendor pursuant to the terms of the Agreement.

SECTION 3.

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the Village. The reason for said emergency is to allow for the orderly redevelopment of properties within the Village at the soonest possible date in order to positively impact the economic health of the community.

Passed this 19th day of April, 2011.

Fred Murrell, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/



HAMILTON COUNTY

Regional Planning Commission

**Village of Greenhills
Proposal for Review &
Revision of Zoning Ordinances**

Prepared for:

**Evonne Kovach
Municipal Manager**

Prepared by:

LPAC

LOCAL PLANNING ASSISTANCE CENTER
Hamilton County Regional Planning Commission

March 24, 2011

**CONTRACT FOR SERVICES
VILLAGE OF GREENHILLS
REVISION OF ZONING ORDINANCES**

This contract is made and executed on this _____ day of _____, 2011 by and between GREENHILLS (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 the 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 _____ and be completed by _____. 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 estimated total amount of compensation to be paid by the Client to the Contractor for the performance of the professional and technical services outlined in Appendix A shall be approximately \$8200.00. 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.
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 “Services 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.

Village of Greenhills

Hamilton County Regional Planning Commission

By: Municipal Manager

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 the Village of Greenhills (Village):

1. Project Scope: The purpose of the project is to review the existing zoning regulations contained in the “Planning and Zoning Code” for the Village. While attention will be paid to the entire code (i.e. identification of out-dated regulations, deficiencies, etc.), particular focus will be given to the creation of a new mixed use zoning district. The recently adopted Comprehensive Plan will be used as the basis for this new district as well as informing other changes proposed for the code. These regulations will be legally defensible and will be adopted by the Village Planning Commission and Council.

2. Process: The process for preparing the revised regulations is designed as follows:
 - (a) identification of necessary components of revised regulations
 - (b) identification of desired components of zoning regulations that require change
 - (c) preparation and distribution of first draft
 - (d) review and modification of first draft
 - (e) preparation and distribution of second draft
 - (f) review and modification of second draft
 - (g) preparation of final draft
 - (h) adoption of new regulations by Village

3. Legal Review: The Village Solicitor will review the proposed regulations, prepared by HCRPC, and make revisions and/or corrections as necessary. The review will consider the constitutionality of the proposed regulations as well as consistency with the Ohio Revised Code and all other relevant case law.

4. Meeting Structure & Timetable: HCRPC will meet with the Planning Commission at least three times to reach the point where a final draft is prepared. HCRPC will meet with the Village Solicitor as well to reach consensus on any questions of law if necessary. Additional or joint meetings with the Planning Commission, Council or Solicitor may also be necessary as part of the adoption process. HCRPC would also attend all public hearings and make presentations on the content of the regulations.

5. Documents to be submitted: At the conclusion of this project, the Village will receive the following documents and maps:
 - Digital version of the document in a Microsoft Word format
 - 1 printed CAGIS map copy of the area of any areas subject to an amendment of the Official zoning map (if applicable)
 - Any other relevant research that supports the proposed regulations

6. Estimated cost of service: The planning services described above would be done on a time and materials basis with an estimated total cost of \$8200.00 (See Appendix D – Estimated Budget).

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
TIME TABLE FOR DELIVERY OF SERVICES

2011/Month	Village of Greenhills Revision of Zoning Ordinances HCRPC Tasks/Events
April/May	<ul style="list-style-type: none"> • Present list of deficiencies, necessary changes, etc. to the Village Manager and Planning Commission for review. • Meet with Planning Commission to discuss issues and desired results that need to be addressed as part of the revised regulations as well as level of architectural detail necessary to include. • Come to agreement on final scope of work (list of issues, desired results, alternatives for the mixed use district, and to identify any legal issues that need to be considered). • Come to agreement on boundary of Village Center map amendment and timetable for adoption.
May/June	<ul style="list-style-type: none"> • Prepare first draft of regulations • Transmit copy of first draft to Village for review • Meet with Planning Commission to discuss first draft and identify necessary changes • Prepare second draft of regulations
June/July	<ul style="list-style-type: none"> • Transmit copy of second draft to Village for review • Meet with Village to discuss second draft and identify necessary changes • Make all necessary modifications and present final draft of regulations and map amendment to the Village to begin adoption (public hearing) process
July/August	<ul style="list-style-type: none"> • Planning Commission public hearing and adoption • Village Council public hearing • Village Council adoption

APPENDIX D ESTIMATED BUDGET

Estimation of HCRPC Costs		
Item – Task Description	Total Hours	Total Cost
1. Review existing regulations	3	\$243.00
2. Develop options for a mixed use district	10	\$810.00
3. Develop architectural standards for Village Center (optional)	10	\$810.00
4. Prepare first draft of regulations	32	\$2592.00
5. Coordinate legal review (meet with Village Solicitor)	2	\$162.00
7. Revise and prepare second draft of regulations	4	\$324.00
8. Revise and prepare final draft	4	\$324.00
9. Meeting preparation and attendance, including public hearings (6 meetings)	30	\$2430.00
9. Map preparation	10	\$150.00
10. Copies and printing costs	NA	\$250.00
11. Miscellaneous	NA	\$100.00
Total	105	\$8195.00

Cost estimates based on 2011 per hour rates:

LPAC hourly rates:

Administrators - \$81.00

Coordinators, Planners and Team Leader- \$65.00

Technicians – \$37.00

Interns - \$15.00