

Madeira City Council Meeting, April 9, 2018 Agenda and City Managers Report Describing & Discussing Envision Group “Comprehensive Plan Proposal”.

7:30 PM

- I. CALL TO ORDER
- II. INVOCATION/PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. ACCEPTANCE OF AGENDA

* *Items so marked are considered routine items and will be enacted by one motion. There will be no separate discussion of these items unless a Council member, citizen or interested party so requests, in which case, the item will be removed from the Consent Agenda and shall be acted upon as a separate matter subject to discussion and debate. Such request must be made prior to the Council vote approving all matters on the Consent Agenda.*

Consent items to be approved with acceptance of agenda:

- * City Council Regular Meeting Minutes March 26, 2018

- Public Comment Reminder
- In the Community – Mayor Theis
- Special Recognition – None

- Mayor's Court April 11, 2018, 6:30 pm
- Parks & Recreation Board April 11, 2018, 7:00 pm
- Public Works Committee April 12, 2018, 7:00 pm
- Senior Commission April 16, 2018, 6:00 pm
- Planning Commission April 16, 2018, 7:00 pm
- Technology Committee April 19, 2018, 6:00 pm
- Budget & Finance Committee April 23, 2018, 6:30 pm
- City Council April 23, 2018, 7:30 pm

- Board of Zoning Appeals April 2, 2018
- Law & Safety Committee April 3, 2018
- Budget & Finance Committee April 9, 2018
- Administration & Personnel Committee April 9, 2018

- **Guest and Registered Visitors**
 - Fire Chief Steve Ashbrock regarding the Joint Fire District 2017 Annual Report
- **Correspondence**
 - None

- Res. No. 12-18 Authorizing the City Manager to Execute an Agreement with Envision Group LLC for the City of Madeira Comprehensive Plan

- None

- None

- Personnel
- Real Estate
- Pending Litigation

** Per section 30 of Madeira Code, Madeira residents and guest are invited to address council; comments will be limited to 5 minutes. Persons wishing to address council are requested to complete a guest and registered visitors form and deliver to the clerk of council.

CITY MANAGER REPORT

Thomas W. Moeller

April 9, 2018

GUESTS AND REGISTERED VISITORS

- Chief Steve Ashbrock will present the 2017 Annual Report for the Madeira/Indian Hill Joint Fire District

CORRESPONDENCE

- None

COMMITTEE AND OFFICIAL REPORTS

- | | |
|--|---------------|
| • Board of Zoning Appeals | April 2, 2018 |
| • Law & Safety Committee | April 3, 2018 |
| • Budget & Finance Committee | April 9, 2018 |
| • Administration & Personnel Committee | April 9, 2018 |

ORDINANCES AND RESOLUTIONS

- **Resolution No.12-18. Authorizing the City Manager to Execute an Agreement with Envision Group LLC to Provide Planning Consultant Services for the Madeira Comprehensive Plan.** The agreement includes the contract and scope of services, which have been reviewed by the Planning Commission. Base contract amount is \$78,000 with an optional \$20,000 for implementation assistance. The Planning Commission and City Council will begin discussions on this optional task as the plan proceeds toward completion. Law Director Brian Fox has reviewed the contract and made revisions. We intend to have some discussion with the consultant team at the April 16th Planning Commission to determine the “kick-off” efforts. **Recommend Approval.**

OLD AND NEW BUSINESS

- **Asphalt “Hot” Box Acquisition.** Kudos to the Service Department personnel for having their “antenna up” on this. We recently ordered the remaining allotment of road salt to restock the salt dome. In order to do this effectively, we borrow a conveyor that is used by a number of jurisdictions to do this task. We acquired it from Springfield Township, as it was our turn to use it. We were able to get all but 35+ tons into the barn. Our intention was to store the remaining salt outside with a tarp over it until next year. This is not the best solution, but it was workable given the situation. While returning the conveyor to Springfield Township, we learned they had a used asphalt hot box they were going to sell at auction. It was in pretty good condition, except for some corroded spots that needed some welding. Happy to report that the bartering system is alive and well; they agreed to take the salt we could not store inside the dome in exchange for the equipment. The salt is valued at approximately \$3,000 (\$79.95/ton). A new hot box ranges in value from \$15,000-\$20,000 so we feel this is a pretty fair trade. Since we have

Adrien, Theis, and Spencer Fast Tracking \$100,000.00 Tax Payer Funded Comprehensive Plan, What are Their Objectives? Using/Wasting Madeira Tax Monies?



Inbox (781)

Drafts

Sent Mail

Deleted Items

Junk Mail (2)

Manage Folders

Deleted Messages
dianna
Notes
pictures
- 2014 Board
Sent Messages

READ MESSAGE

Usage

26% of 5000.0 MB

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From: City Services <listserv@civicplus.com>

To: consultdoug@cinci.rr.com

Cc:

Subject: Friday Flash Update

Priority: Normal Date: Friday, April 20, 2018 3:22 PM Size: 15 KB

[View this in your browser](#)



Friday Flash Update

Upcoming Meetings

The following meetings will be held the week of April 23, 2018:

- City Council - **April 23, 2018** at 7:30pm
- Budget and Finance Committee - **April 23, 2018** at 6:30 pm

To view the agendas for these meetings, please visit [Public Meeting Notices](#).

Upcoming Events

- Coffee with a Cop - **April 25, 2018** from 9:00am to 11am. Bruegger's Bagels, 7007 Miami Ave.
- Car Seat Inspection - **April 29, 2018** from 10:00am to 5:00pm. Madeira Indian Hill Joint Fire District - Indian Hill Station, 6475 Drake Road

Please visit our website [Calendar of Events](#) to find details on upcoming events.

Comprehensive Plan News

Don't miss your first opportunity to provide input on our Comprehensive Plan. Look for our booth at the **MADERIA ART FAIR** on May 6th. Additionally, the first **PUBLIC FORUM** will be held on May 16th and May 22nd. The presentation at each of the May Public Forums will be the same; it is being held on 2 dates to maximize public input. Check our website often for the latest information on the Comprehensive Plan.

Future Events

Mark your calendar for these future events. More information will be announced as the event approaches. As always, check our website for details. [Calendar of Events](#)

- National Day of Prayer - May 3, 2018
- Art Fair - May 6, 2018
- Comprehensive Plan Public Engagement at Madeira Art Fair - May 6, 2018
- Spring Brush and Limb Pick-up - May 7th - 18th
- Comprehensive Plan Public Forum #1 - May 16, 2018 from 1:00pm to 3:00 pm at Silverwood Presbyterian Church, 8000 Miami Ave.
- Comprehensive Plan Forum #1 - May 22, 2018 from 7:00pm to 9:00pm at Madeira Middle School, 6612 Miami Ave.

Meeting Updates

On April 16th, Planning Commission reviewed the application for a TROD for 6700, 6704, 6708 and 6712 Miami Ave. The Commission tabled the request and will review it again at the May 21, 2018 meeting.



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Posted on: April 18, 2018

City Launches Comprehensive Plan

The City of Madeira is embarking on a year-long process to develop its very first Comprehensive Plan and seeks to gather community input as part of the process to establish a community vision. The Comprehensive Plan will serve as a guiding document that assesses existing community conditions and future needs in order to provide strategic recommendations for the City's future. The Comprehensive Plan will encompass all aspects of the community; including land use, housing, economic development, transportation, infrastructure improvements, and community facility enhancements.

The Comprehensive Plan process will kick-off in May 2018 with a series of Public Forums. We encourage you to help shape the community vision by joining us at the Public Forums and community engagement events.



Next ➞

[GCWW Lead Service Line Replacement Program](#)

Other News in Home

GCWW Lead Service Line Replacement Program

Posted on: December 18, 2017

Ohio Prescription Drug Drop Box Program

Posted on: August 23, 2017

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madeiramessenger.com

April 8, 2018

2018 Madeira Comprehensive Plan, Proposal

Submitted from Envision Group LLC

4200 Regent Street, Suite 200

Columbus Ohio 43219

Part 1, the beginning

madeiramessenger.com

April 8, 2018

Proposal-Scope of Services



Envision | Envision Group LLC
4200 Regent Street, Suite 200
Columbus, OH 43219
www.envisiongroupllc.com

March 26, 2018

Ms. Lori Thompson
Assistant City Manager
City of Madeira, Ohio
7141 Miami Avenue
Madeira, Ohio 45243

RE: City of Madeira Comprehensive Plan – Proposal: Scope of Services

Dear Ms. Thompson,

Envision Group LLC (Envision) is thrilled to provide this proposed scope of services to assist the City of Madeira (City) with completion of their first Comprehensive Plan (Plan). The Plan will serve to provide both a cohesive community vision for the future and a roadmap for implementation. Envision and the City will collaborate to determine any relevant portions and recommendations of your past planning efforts to incorporate into the Plan. At your direction, our team will re-use and adapt any applicable materials from your 2006 Land Use Plan and other previous plans (e.g. 2015 Central Business District Concept Plan; 2008 Camargo Road Corridor Planning Study), while seamlessly integrating recent and ongoing planning efforts (e.g. City Council Goals/Projects Prioritization) to efficiently deliver a cohesive and quality product that builds on past/ongoing efforts.

Plan Structure

Envision will utilize a five-chapter structure for the Plan: (1) Community Vision; (2) Existing & Future Conditions; (3) Focus Areas; (4) Recommendations; and (5) Implementation Strategy.

Envision will be responsible for completing the Plan to the satisfactory approval of the City. Before embarking on updates to various chapters and sections, Envision will coordinate with City regarding the applicability and continued relevance of respective portions of your completed planning efforts.

Envision will provide the City with the Plan in a single compiled electronic document. Envision will also provide individual chapters of the Plan in modular format for ease of posting weblinks for computer and mobile device viewing. Envision will develop a City-approved document template that incorporates infographics and icons to improve readability, organization, and visual appeal of the Plan.

Plan Process

The proposed scope of work will be performed using a five-phase process approach:

- 1) Identify Community Vision
- 2) Assess Existing/Future Conditions
- 3) Recommendations
- 4) Implementation Strategy
- 5) Implementation Assistance

Phase 1 – Identify Community Vision

Envision will begin the visioning process with a comprehensive review of your past planning studies and initiatives that immerses our staff in all aspects of the community. It is crucial for us to step through each and every one of your previous plan goals and objectives and ask your staff whether each goal/objective is still relevant and why. For goals/objectives with continued relevance, we will also need to need to understand if progress has been made with respect to the previous plan's implementation program and if not, what barriers exist. A community survey will be created and distributed electronically and in print to solicit community input on goals/objectives. The visioning process will culminate in a series of goals/objectives organized around how policy makers and the public think concentrating on the community's consensus high-priority issues. This community vision will establish a clear structure so the Plan may serve as a guiding document for City officials that is easily understood and interpreted by City administration/staff, stakeholders and the public.

Consensus goals and objectives will be included in the Plan as part of *Chapter 1 – Community Vision*.

Phase 2 – Assess Existing/Future Conditions

Envision will provide the City with an assessment of existing and future trends in the City with respect to demographics, housing, fiscal constraints and municipal revenue streams, local/regional economic indicators, market analysis/trends, ecological and cultural resources, transportation, utility infrastructure, parks and recreation, community services and facilities, and community character and identity. For perspective, comparisons with surrounding communities and the greater region will be provided as appropriate and applicable.

Given the City's interest in making fiscally sound decisions relative to land use planning, housing policy, and capital expenditures, the Envision team's assessment will include a detailed examination of the short-term and long-term financial implications of various development scenarios. A Fiscal Impact Analysis will be performed during the assessment phase to provide a detailed summary of the financial implications for different land use types existing currently within the City, as well as potential future land uses. Similarly, a Housing Needs Assessment will incorporate data from the City's existing housing inventory, local population demographics, household characteristics, and regional workforce needs to provide a snapshot profile of Madeira's housing demand by units, type and tenure.

Key findings of the assessment will be included in the Plan as part of *Chapter 2 – Existing & Future Conditions*.

Phase 3 – Recommend

Based on the established goals/objectives and existing & future conditions analysis, Envision will work with the City to strategically identify four to six geographic Focus Areas where targeted investments can be leveraged to benefit the community as whole.

A summary of target Focus Areas will be included in the Plan within *Chapter 3 – Focus Areas*.

Envision will develop proposed recommendations for the Plan based on the findings of the existing and future trends assessment, City instructions, and community feedback. Recommendations will look both holistically at the City for overarching branding, themes, and strategies (such as housing and walkability), as well as at more specific geographic locations including gateways, corridors, commercial districts, neighborhoods, greenspaces, and linkages. An emphasis will be placed on developing more detailed recommendations for established Focus Areas.

Envision will work with City staff to determine the City's true costs of doing business and developing projects and initiatives identified in the Plan. Depending on the City's internal staff capacity and utilization, project development may require additional staff hires and/or contracted services. These project development and administrative costs will be considered along with any required project development, capital construction, and long-term operations and maintenance (O&M) costs.

Quantifiable project benefits will be calculated in accordance with accepted and defensible industry standards and peer-reviewed research. Where benefits are apparent but not able to be calculated, a qualitative description of positive impacts to the community will be incorporated for consideration in the Decision Matrix tool. A Return on Investment (ROI) will be calculated to compare the life cycle costs and benefits of each project to be incorporated into the Decision Matrix tool that will guide municipal decision-making.

Our team will work with the City to develop a Decision Matrix tool that can be utilized to guide sound and defensible policy decisions in accordance with plan priorities and ROI. Collectively our team will work with the City and key stakeholders to develop a weighted point system in each of the following categories:

- £ *Return on Investment (ROI)* - Quantitative benefits that can be calculated using industry accepted practices;
- £ *Qualitative Benefits* - Projects that result in a tangible Quality of Life enhancement, but are difficult or impossible to accurately quantify (e.g. aesthetic enhancements);
- £ *Addresses Plan Goals* – Projects that demonstrate they meet one or more Plan Goals (point ranges can be higher for projects that meet multiple goals and/or Top Priority goals); and
- £ *Public Input* - feedback in support of project solicited during the public engagement process from the community survey, meetings, and traveling comment boards.

Each respective category will be weighted based on its relative importance to the Administration and the Community. The Decision Matrix provides a mechanism to guide difficult decisions (e.g. incentive programs) where maximizing ROI and the City's revenue streams must be balanced against maintaining adequate funding for a first-class public education system.

Proposed plan recommendations will be included in the Plan within *Chapter 4 - Recommendations*.

Phase 4 – Implementation Strategy

Envision will formulate an Implementation Strategy to advance the Plan recommendations through a series of specific and actionable policies, programs and projects. Strategies may consist of a combination of regulatory tools (e.g. zoning, overlay districts, design standards, etc.), code enforcement, programming, incentive programs, public-private partnerships, cooperative economic development agreements, innovative funding mechanisms/financing tools, additional revenue streams, and grant assistance opportunities.

The Implementation Strategy will serve as an Action Plan that includes:

- £ *Goals, Objectives, Policies and Strategies* that outline how the City hopes to implement the Community Vision within the short term (3-5 years) and long term (10 years);
- £ *Timeline, Responsible Parties and Costs* that outline when the key action items should be started and completed, an estimated financial cost of implementation, and potential co-sponsors, required local match and phasing (if applicable); and

- ‡ *Monitoring Success and Key Performance Indicators* identifying benchmark indexes to be used to regularly gauge implementation progress on the Comprehensive Plan.

A detailed implementation guide will be included in *Chapter 5 – Implementation*.

Phase 5 - Implementation Assistance

The Envision team will assist City with Implementation Assistance by providing grant writing/funding application assistance, drafting regulations, structuring economic agreements/incentives, establishing public-private partnerships, etc., concurrent with or post-plan adoption. Our team is committed to delivering a Plan that is actionable and does not just sit on the shelf. While some recommendations will inevitably require additional technical studies outside the scope of this planning effort, we will protectively identify projects/initiatives can be readily paired with available grants/funding/incentives concurrent with development of the Plan or quickly post-Plan adoption. We intentionally engage potential partnering agencies, non-profits, etc. as stakeholders early in the outreach process in order to identify funds and tools to leverage during this final phase.

Meetings & Public Engagement

Envision will be responsible for participating in a series of regular monthly meetings with the City staff, as well as five (5) steering committee meetings, and five (5) public forums. Envision acknowledges that occasional additional meetings with City planning staff, other City departments, and key stakeholders may be necessary to facilitate completion of the Plan, and Envision will attend any additional meetings deemed necessary by the City at no additional cost. The table below outlines a public engagement schedule incorporating both traditional Public Forums as well as appearances at Community Events with interactive comment stations to maximize participation that can be confirmed during the initial kickoff meeting at the direction of the City:

Phase	Month	Public Forum	Community Event	Purpose
1	May 2018	#1	-	Input on Community Goals
		#1	-	
		-	Madeira Art Fair	
2	June 2018	#2		Confirm Existing/Future Needs & Identify Focus Areas
		-	Girls Night Out	
		-	Bike Race/5K	
		-	Farmers' Market	
	July 2018	#2	-	
		-	Shakespeare in the Park	
3	August 2018	-	Street Dance	Input on Preliminary Concepts & Draft Focus Area Plans
		#3		
	September 2018	-		
		-	Bonfire in the Park	Comment on Draft Recommendations
	November 2018	#4	-	
		-	Girls Night Out	Share Plan/Educate Public
4	December 2018	-	Shop Madeira	
	January 2019	#5	-	

Monthly Progress Meetings

Envision will participate in regular monthly progress meetings with City staff and Planning Commission as scheduled by the City, generally taking place on the third Monday of each month. These progress meetings will discuss previous stakeholder/public feedback, ongoing work, upcoming meetings/outreach efforts, and deliverable formats and project schedule. Monthly progress meetings will also serve as a mechanism to screen any Envision ideas before presenting them to stakeholders or the public.

Steering Committee Meetings

Envision will facilitate five (5) meetings with a Steering Committee comprised of City staff; local organizations, institutions and businesses; and regional agency partners. The Steering Committee participants will be established at the start of the planning process in a joint effort between City and Envision, with final approval by City. Envision will lead an engaging discussion with the Steering Committee and develop an agenda, with City direction and approval, prior to each meeting. Envision will be responsible for providing the City with a meeting packet including the agenda and relevant review materials for email distribution prior to each Steering Committee meeting. Steering Committee meetings will be supplemented with smaller Working Groups by plan theme and corresponding City stakeholders (e.g. Transportation-focused meeting with ODOT District 8 & OKI; "Main Street Core"-focused meeting with business owners along Miami Avenue between Euclid and Camargo) at the direction of the City.

Working Groups

Themed stakeholder Working Groups will also be developed as part of this planning process. These stakeholder groups would consist of stakeholders that are not a part of the steering committee but still important to gather feedback from. Stakeholders could range from regional institutions like OKI to local neighborhood representatives. Grouping similar stakeholders into small groups helps focus discussions and provide our team with valuable feedback. Ideas for themed stakeholder groups for Madeira could include a neighborhood group, a connectivity group, a Town Center group and economic development group. We would look to meet with these stakeholder groups at least two times during the planning process, once early in the visioning process to gather needs and ideas and then as a group during a design charrette where the consultant team will work with the stakeholders to mold proposed concepts into refined recommendations.

Public Forums

Envision will facilitate five (5) public forums to solicit public input on the Plan. The first public forum will take place during Phase 1 to solicit input on the Community Vision, and the second public forum will take place in Phase 2 Assessment to engage the community on their desired goals/objectives, while also sharing existing and future conditions that will shape the Plan recommendations. Two public forums will take place during the Phase 3 Recommendations to allow for community feedback on Preliminary Concept Plans (Public Forum #3), and eventually refined Draft Recommendations (Public Forum #4). A fifth and final public forum will be held to share the detailed Implementation Strategy developed in Phase 4 before the draft plan is finalized for approval and adoption.

Envision will be responsible for developing meeting flyers, displays, handouts, feedback forms, as well as a slideshow presentation. The meeting will consist of an open house format to allow attendees to engage in discussions with Envision and City staff at themed display stations. Envision will give a formal presentation, with a brief introduction by the City, summarizing highlights of the Plan efforts to date.

Planning Commission & City Council Meetings

Envision will participate in any Planning Commission and City Council Meetings needed to facilitate official adoption of the Plan. Envision will attend Planning Commission meetings where major application requests to Planning Commission arise and serve as a sounding board providing planning and design review feedback to the Commission to ensure the proposed development is compatible with the long-term Community Vision being developed.

Other Meetings & Outreach Methods

Envision acknowledges the need for flexibility in a dynamic process and will meet with City staff/additional stakeholders (e.g. key property holders, potential developers) at the direction of the City to review work product, facilitate outreach efforts and establish partnerships. Special stakeholder and Design Charrettes for key Plan projects/initiatives (e.g. "Main Street Core"; Camargo Road Corridor) may be needed to achieve consensus on critical planning issues that warrant special attention.

To maximize public participation in the planning process, Envision will develop "traveling" display boards that will be set up at community destinations and/or events for the public to provide feedback and comments on community needs, desires and potential initiatives. Attendance by Envision at community events (as outlined on Page 4) and appearances on streaming/video recorded media may also be required to fully engage stakeholders and the public in the planning process.

COMPENSATION

Envision will provide the services outlined herein for a **not to exceed** lump-sum fee of **\$98,000** inclusive of all reimbursable project-related costs including subconsultants, public outreach activities, meeting attendance (including additional meetings requested by the City), printing, etc. Envision invoices monthly on a percentage of work completed basis. For each invoice submitted, Envision shall identify the Phase in which the services were performed and the percentage of work completed for such Phase. Envision's fee proposal by is summarized by phase below:

Phase	Description	Total Cost
1	Identify Community Vision	\$8,500
2	Assess Existing/Future Conditions	\$16,500
3	Recommendations	\$32,000
4	Implementation Strategy	\$21,000
5*	Implementation Assistance	\$20,000
TOTAL NOT TO EXCEED FEE		\$98,000

** The City has discretion whether to utilize Envision to perform services under Phase 5 – Implementation Assistance. If the City does not elect to have Envision perform Phase 5 services, then the total not to exceed fee shall be reduced proportionately to \$78,000.*

SCHEDULE

Envision will submit the final Plan by February 22, 2019, understanding revisions may be necessary after that submittal to facilitate formal adoption by City Council. Implementation Assistance may begin concurrently with plan development at the direction of the City once recommendations and priorities are established and will continue during and after Plan adoption based on the actions identified as part of the Implementation Strategy. Interim deliverables will be submitted by the deadlines outlined in the table below.

<i>Deliverable</i>	<i>Due Date</i>
Phase 1 – Community Vision	May 11, 2018
Phase 2 – Existing & Future Conditions	July 27, 2018
Phase 3 – Focus Areas	September 21, 2018
Phase 4 – Recommendations	November 30, 2018
Phase 5 – Implementation Strategy	January 25, 2019
Draft Plan Update	January 25, 2019
Final Plan Update	February 22, 2019
Implementation Assistance	December 31, 2019*

**Implementation Assistance may extend beyond this estimated date based on individual projects/plan recommendations and applicable grant funding/loan/incentive application cycle dates.*

Envision appreciates this opportunity to assist the City of Madeira. If you have any questions regarding the scope and fee proposal, please feel free to contact me at 614-721-1108 or emil.liszniansky@envisiongrouppllc.com.

Yours truly,



Emil N. Liszniansky, AICP, Esq., PE

Principal

Envision | Envision Group LLC

614.721.1108

emil.liszniansky@envisiongrouppllc.com

April 8, 2018

Resolution # 12-18, Agreement With Envision Group (April 9, 2018)

RESOLUTION NO. 12-18

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENVISION GROUP LLC FOR THE CITY OF MADEIRA COMPREHENSIVE PLAN

WHEREAS, The Madeira Planning Commission has recommended to City Council that the community engage in a comprehensive planning process; and

WHEREAS, City Council has approved this recommendation and directed the Planning Commission to proceed with a consultant selection process and make a recommendation to engage a planning consultant to perform the necessary tasks to complete the City's first Comprehensive Plan; and

WHEREAS, The Planning Commission prepared a Request for Qualifications and a Request for Proposals to determine the best and most qualified consultant to conduct this process; and

WHEREAS, after reviewing proposals and interviewing four firms, the Planning Commission is recommending to City Council to approve an agreement with Envision Group LLC for the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madeira, State of Ohio:

Section 1. That the City Manager is hereby authorized to execute an agreement with Envision Group LLC, 4200 Regent Street, Columbus, Ohio for the purpose of providing all necessary consultant services to complete the City of Madeira Comprehensive Plan.

Section 2. That the agreement, incorporated herein as Exhibit A, shall be for an amount not to exceed \$78,000 with an optional additional \$20,000 for implementation services to be approved by City Council.

Section 3. That the City Treasurer shall be authorized and directed to pay to Envision Group LLC and amount not to exceed \$78,000 upon presentation of proper vouchers thereof and an amount not to exceed an additional \$20,000 for implementation services under separate approval of City Council. Funds shall be appropriated and disbursed from the General Fund.

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

This Resolution is not subject to referendum per Article XII, Section 3 of the Madeira Home Rule Charter.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of April 2018 (this "Agreement"), by and between **ENVISION GROUP LLC**, having its principal place of business at 2249 Elm Street, Suite 419, Cleveland, Ohio, 44113 ("Consultant"), and the **CITY OF MADEIRA**, having its administrative offices located at 7141 Miami Avenue, Madeira, Ohio 45243 ("Client").

WHEREAS, the Client wishes to retain Consultant for the purpose of developing a comprehensive plan for the City of Madeira, Ohio;

NOW, THEREFORE, in consideration of the promises and mutual covenants expressed herein, Client and Consultant hereby agree as follows:

ARTICLE 1 SCOPE OF WORK

Consultant shall provide services for Client in connection with the development of a comprehensive plan for the City of Madeira, Ohio (the "Project"). Consistent with Consultant's Proposal dated March 26, 2018, which is attached hereto as Exhibit A and fully incorporated and made a part of this Agreement (the "Scope of Work"), Consultant shall perform services to complete the Project in accordance with the terms and conditions set forth herein.

ARTICLE 2 COMMENCEMENT OF WORK AND AMENDMENT OF THE AGREEMENT

a. Consultant shall begin performing services under this Agreement as set forth in the Scope of Work upon receipt of a fully executed copy of this Agreement from the Client.

b. Consultant and Client may make changes to the provisions of this Agreement, either by increasing or decreasing the obligations set forth in the Scope of Work, only by mutual written agreement in the form of a signed writing. Said written agreement amending the obligations under this agreement should include provisions specifying whether an equitable adjustment in cost of services is warranted.

ARTICLE 3 PROJECT SCHEDULE

a. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion in accordance with the benchmark dates set forth in the Scope of Work.

b. It is recognized that other contractors may be retained separately by the Client for the Project (including but not limited to services related to traffic engineering, utility infrastructure and site development feasibility) who may provide inputs to the Project to be utilized by Consultant.

ARTICLE 4 **PAYMENT**

Payment for the services rendered by Consultant shall be in accordance with the following:

a. Consultant shall provide the services required by this Agreement for an amount not to exceed **\$98,000**, which is inclusive of all reimbursable project-related costs including subconsultants, public outreach activities, meeting attendance (including additional meetings requested by the Client), printing, etc. The fees Consultant shall be paid in connection with the Project shall be as follows:

#	Description of Phase	Total
1	Identify Community Vision	\$8,500
2	Assess Existing/Future	\$16,500
3	Recommendations	\$32,000
4	Implementation Strategy	\$21,000
5	Implementation Assistance	\$20,000
TOTAL NOT TO EXCEED FEE		\$98,000

b. Notwithstanding the foregoing, Client has discretion whether to utilize Consultant to perform services under *Phase 5 – Implementation Assistance*. If the Client does not elect to have Consultant perform Phase 5 services, then the total not to exceed fee shall be reduced proportionately to no more than \$78,000.

c. Invoices shall be submitted monthly by Consultant to the Client and shall indicate the percentage completion of the services, which shall be used to calculate the portion of payment due. For each invoice submitted, Consultant shall identify which of the five phases the services were performed under, and the percentage of work completed for such phase.

d. Payment shall be made by the Client within thirty (30) days of its receipt of the invoice. If the Client disputes any amounts invoiced, Client shall provide Consultant with written notice thereof within ten (10) business days of receipt of the invoice, including the item or items disputed and the basis for the dispute. The Client shall pay all amounts invoiced that the Client does not dispute.

e. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

ARTICLE 5 **RESPONSIBILITIES OF THE CLIENT**

The Client, at its own expense, will:

a. Provide all criteria and full information as to the Client's requirements for the Project and will make available to Consultant all information, documents and assistance necessary or reasonably requested by Consultant in order to enable it to perform the services

under this Agreement, all of which Consultant shall be entitled to rely upon without independent verification.

b. Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the services under this Agreement, and notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the services being provided under this Agreement.

c. Upon request by Consultant, furnish Consultant with copies of all existing data, mapping, reports, surveys, plans and other materials and information within the possession of the Client, which is required to complete the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.

d. Arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

e. Provide written notice to Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.

f. Designate an individual or individuals to act as the Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the Client's requirements, decisions, policies, drawings, plans, surveys, data and reports.

ARTICLE 6 **INSURANCE**

Consultant shall carry the following specific types and amounts of insurance during the performance of its services. The Consultant shall provide Client with certificate(s) of insurance evidencing compliance with these specifications. The Consultant shall provide advance notice to the Client of any subsequent modification or cancellation of the coverages.

a. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.

b. Commercial General Liability Insurance including coverage for bodily injury, property damage, and personal & advertising injury with limits not less than \$500,000 per occurrence, \$1,000,000 annual aggregate.

c. Automobile Liability Insurance with limits not less than \$500,000 per accident for bodily injury and property damage.

d. Professional Liability Insurance with limits not less than \$1,000,000 per occurrence or claim.

e. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

ARTICLE 7

GENERAL CONSIDERATIONS

Consultant will perform services under this Agreement with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by Client for any reason whatsoever by providing thirty (30) day's advance written notice to Consultant. Without providing thirty (30) day's advance written notice, both Client and/or Consultant may terminate this Agreement by mutual written agreement in the form of a signed writing. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.

ARTICLE 9

ASSIGNMENT

Neither the Client nor Consultant shall assign this Agreement without the written consent of the other party to this Agreement in the form of a signed writing. Unless expressly authorized in the signed writing consenting to such an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

ARTICLE 10

INDEMNIFICATION AND WAIVER

a. Consultant agrees to indemnify and hold harmless the Client and its officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of Consultant, its agents, officers, directors and employees in the performance of their services under this Agreement.

b. Any provision or part of this Agreement held to be void or unenforceable under any applicable law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11

EXTENT OF AGREEMENT

a. This Agreement, including Exhibit A which has been incorporated and made a part hereof, represents the entire agreement between the Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, in connection with the Project.

b. Nothing herein shall be construed to give any rights or benefits hereunder to any parties other than the Client and Consultant.

c. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 12

INTELLECTUAL PROPERTY

a. Upon receipt of payment for the related services being provided under this Agreement, all reports, drawings and other deliverables provided to the Client by Consultant shall become the property of the Client.

b. Except as otherwise required by applicable law, each party will keep confidential all confidential information disclosed to it by the other party expressly designated as "Confidential;" provided further, however, Consultant will be able to disclose Client's confidential information to those persons who need to know such information for purposes that relate to the performance of the services under this Agreement. Neither party will acquire any right, title, or interest in or to the confidential information of the other party.

ARTICLE 13

GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. The Consultant and Client agree that the Court of Common Pleas in Hamilton County, Ohio is the proper venue for the resolution of disputes arising under this Agreement.

HAVING READ THE FOREGOING AND AGREEING TO BE BOUND BY THE SAME, the parties below have made and executed this Agreement as of the day and year written below.

CITY OF MADEIRA


By _____

Type or Print Name/Title

Date

ENVISION GROUP LLC

By _____


Emil N.
Liszniansky
Principal

4/5/18

Date

EXHIBIT A

Consultant's Proposal Dated March 26, 2018 // Revised April 4, 2018