

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 24-58**

RESOLUTION AUTHORIZING ADMINISTRATOR TO EXECUTE A CONTRACT WITH STEWART LAND USE FOR THE DEVELOPMENT OF AN UPDATED COMPREHENSIVE PLAN FOR FAIRFIELD TOWNSHIP AT A TOTAL COST NOT TO EXCEED \$34,500.00.

WHEREAS: The Fairfield Township Board of Trustees desires to establish an updated comprehensive plan for Fairfield Township;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to execute a contract with Steward Land Use for the development of an updated comprehensive plan for Fairfield Township.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

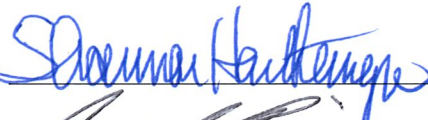
SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 9, 2024

Board of Trustees

Vote of Trustees

Shannon Hartkemeyer:



Yes

Michael Berding:



Yes

Joe McAbee:

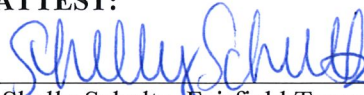


Yes

AUTHENTICATION

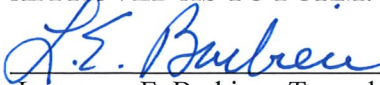
This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 9th day of April, 2024.

ATTEST:



Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Township Assistant Law Director

Fairfield Township Vision Plan Update Project

Terms and Conditions

Services Provided. Stewart Land Use, LLC, hereinafter referred to as the "Consultant", agrees to perform the professional services outlined in the attached Exhibit A "Scope of Work" for the Board of Trustees of Fairfield Township, Ohio, hereinafter referred to as the "Client."

Compensation. Based upon the attached Scope of Work, Client agrees to pay Consultant Thirty-Four Thousand Five Hundred Dollars (\$34,500.00) as stated in the attached Exhibit "A" "Scope of Work". Client will be invoiced each month for any work performed during the period. The invoices will be evenly billed at \$2,500 per month with the final invoice being held until Consultant submits the final project deliverable consisting of the Vision Plan document. Payment is due within 30 days of receipt of invoice.

Standard of Care. Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable planning and zoning professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Additional Services. Any requested changes beyond the initial Scope of Work made by Client will be considered extra work and may negatively impact the stated project timeline. Consultant will notify Client in writing of any changes to the Scope of Work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

Termination of Contract. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Work or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

Limitation of Liability. The Client agrees that, to the fullest extent permitted by law, no shareholder, officer, director, principal or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other nor shall they make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of revenue, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

Dispute Resolution. In an effort to resolve any conflicts that may arise during the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subconsultants, thereby providing for mediation as the primary method for dispute resolution. If a dispute is not resolved after mediation, the matter shall be processed through any court having jurisdiction thereof.

Ownership and Copyright of Documents. Reuse or modification of any Consultant produced document by Client shall be at Client's sole risk.

Publicity. Consultant has the right to use any portion of the Project's documents in the promotion of the professional practice through advertising, public relations, future proposals and requests for qualifications, brochures or other marketing materials.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Severability. If any term or provision hereof is illegal or invalid for any reason whatever, such illegality or invalidity shall not affect the validity of the remaining terms of this Agreement.

Assignment of Agreement. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Signatures. The individual signing this Agreement represents that they are duly authorized to execute this Agreement on behalf of The Board of Township Trustees of Fairfield Township, Butler County, Ohio, for the payment of the amounts specified herein. The individual signing on behalf of Client represents he has full authority to sign on behalf of Client.

AUTHORIZATION TO PROCEED

Please proceed with the work outlined above in accordance with this proposal. Client agrees to the terms and conditions of this proposal.

THE BOARD OF TRUSTEES OF FAIRFIELD TOWNSHIP, OHIO

By: Julie Vonderhaar Date: 4/18/24

Its Administrator Date: 4/18/24

STEWART LAND USE, LLC

By: Jim T. Stewart

Its Principal

Date: April 2, 2024

EXHIBIT "A"

Fairfield Township Vision Plan Update Scope of Work

Project Summary: Fairfield Township desires to update their Vision Plan document. This project will focus on the land use issues and topics that need updated since the Vision plan was originally adopted. A special emphasis will be given to discussing and planning for re-development opportunities as well as addressing changes in land use that require consideration. We would use the concept of defining and analyzing multiple focus area plans providing detailed recommendations and goals for each area.

Jay Stewart (Stewart Land Use) will serve as the Project Manager, primary consultant and plan draftsman for this project. Updated Township GIS base mapping and other graphics deemed necessary to carry out the project will also be provided. The project will utilize a Township Steering Committee and include a public open house to solicit public input on plan topics.

Project Kick-Off Meeting (w/ Staff) May 2024

- Go over project logistics, schedule, confirm scope of work, Steering Committee approach, discuss due diligence and pre-work.
- Discuss specific plan topics & issues to be addressed.
- Discuss naming / branding of this planning project.
- Discuss potential public outreach opportunities.
- Begin identifying targeted development and re-development districts / areas.
- Land use base maps will be created.

Staff Work Session #1 June 2024

- Discussions regarding project topics, future Steering Committee meeting approach and ongoing public updates.

Steering Committee Meeting #1 June 2024

- Introduction to the project, project goals and how this information is used.
- Review existing land use map and the future (preferred) land use map.
- Perform SWOT analysis on future residential land use topics.
- **Discussion Topics: Future Land Uses (residential uses). Includes sub topics such as architectural design guidelines, residential subdivision design, Open space and amenities, planned unit development.**

Staff Work Session #2 July 2024

- Discussions regarding project topics, future Steering Committee meeting approach and ongoing public updates

Steering Committee Meeting #2 **July 2024**

- Discussion Topics: Future Land Uses (commercial / retail / office uses). Include sub-topics such as architectural design guidelines, desired or prohibited land uses, commercial planned unit development.

Staff Work Session #3 **August 2024**

- Discussions regarding project topics, future Steering Committee meeting approach and ongoing public updates.

Steering Committee Meeting #3 **August 2024**

- Discussion Topics: Future Land Use (Industrial) + Focus Area Areas.

Staff Work Session #4 **September 2024**

- Discussions regarding project topics, future Steering Committee meeting approach and ongoing public updates.

Steering Committee Meeting #4 **September 2024**

- Discussion Topics: Focus Area Plans.

Staff Work Session #5 **October 2024**

- Discussions regarding project topics, future Steering Committee meeting approach and ongoing public updates.

Steering Committee Meeting #5 **October 2024**

- Discussion Topics: Parks and recreation, open space, pedestrian connectivity, other sub topics not covered.

- Discuss Community Connectivity Plan (Pathways, Trails, Sidewalks, Bike Facilities, etc.)

Staff Work Session #6 **November 2024**

- Prepare for the open house event.

Public Open House **January 2025**

- Conduct a Public Open House with multiple display boards arranged in a manner to solicit attendee feedback and comments on the topics / issues / ideas presented. This event can be set up in a variety of formats which we can discuss as we get closer to the open house date.

Staff Work Session #7 February 2025

- Debrief any feedback or other items from the public open house event.
- Discuss any remaining edits needed to the Vision Plan document.
- Prepare for upcoming work session with the Township Trustees

Work Session with the Township Trustees February 2025

- Facilitate a work session with the Township Trustees to discuss the final draft of the Land Use Plan update document.
- Make edits to the final draft document (as needed) to be presented to the Township Trustees for a formal public meeting presentation.

Public Hearing and Final Draft Presentation to the Zoning Commission March 2025

- Facilitate a work session with the Township Zoning Commission to discuss the final draft of the Vision Plan update document.
- Make edits to the final draft document (as needed) to be transmitted to the Township Trustees for review.

Public Hearing and Final Draft Presentation to the Trustees April / May 2025

- Provide presentation to the Township Trustees on the final draft of the Vision Plan, possibly prior to a regularly scheduled Trustees Meeting? I could also engage in Q&A from the audience if desired.

Project Meeting Summary

| | |
|--|-----------|
| Staff Work Sessions | 7 |
| Steering Committee Meetings | 5 |
| Public Open House Event | 1 |
| Township Trustee Work Session | 1 |
| Zoning Commission Public Hearing | 1 |
| <u>Township Trustee Public Hearing</u> | <u>1</u> |
| Total Meetings | 16 |

Final Project Deliverables:

Project Maps & Data:

- All Maps in the current vision plan that require updates will be addressed
- Editable stand-alone source files provided for the base maps above in ArcGIS format.
- I will provide any updated available census data used in the Plan.

Project Update Reports:

- I will provide ongoing project update reports summarizing the key discussion points and feedback gained from the steering committee meetings and public open house event. There is update documents can also be used as an effective tool for updating and educating the public by placing them on the township website and social media sites.

Meeting Materials:

- for all steering committee meetings and trustee work session, I will prepare PowerPoint presentations to use during the facilitation of the meeting.

Surveys:

- If requested by the township, I can prepare one or more web based surveys using survey monkey.

Public Open House Materials:

- This scope of work includes up to five full size open house presentation boards for use in public engagement.

Final Planning Document:

- Ten (10) Copies of a final bound Vision Plan document incorporating all maps, text and other data as developed through the project to include the following chapters:
- Final Planning Document provided in PDF and editable MS Publisher file versions
- Optional Add-On Item: if requested by the Township, I can arrange for the printing of bound hardcopies of the final plan document. There is no additional cost for the coordination of the printing services. The actual cost of the printing services is not included in this scope of work.

Fixed Fee Project Cost = \$34,500