

1st rd 8-2-2021  
2nd rd 9-7-2021  
3rd rd 9-20-2021  
Adopted 9-20-2021

The City Council for the City of North College Hill met in regular session at 7:30 p.m. on the 20 day of Sept, 2021, at 1500 W. Galbraith Road, North College Hill, OH 45231, with the following members present:

- Mike Graver                      Mary Jo Zorb  
Marjorie Anderson      Elizabeth Hartman  
Matt Miller Novak      Arica Underwood  
Arious DukesDean      Luree Blythe

Arca Underwood moved the adoption of the following resolution:

**CITY OF NORTH COLLEGE HILL, OHIO**

**RESOLUTION NO. 23-2021**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH URBAN FAST FORWARD FOR THE PURPOSE OF FACILITATING AND ACCOMPLISHING AN UPDATE TO THE CITY OF NORTH COLLEGE HILL'S COMPREHENSIVE LAND USE PLAN**

**WHEREAS**, the City of North College Hill, at Chapter 11 of its Codified Ordinances, has adopted a Zoning Ordinance for the purpose of promoting public health, safety, convenience, comfort, prosperity and general welfare by regulating and restricting the location, bulk and height of buildings and structures and of premises to be used for trade, industry, residential or other specific uses, all in accordance with the Comprehensive Land Use for the desirable future development of the community; and to provide a method of administration and to prescribe penalties for the violations of provisions hereafter described; and

**WHEREAS**, Council has determined it is in the best interest of the City that the Comprehensive Land Use Plan be updated as is customary approximately every ten (10) years to promote the orderly and appropriate administration of the City's Zoning Ordinance and to examine future uses of property within the City; and

**WHEREAS**, it is the intent of Council to approve a contract with a professional consulting firm to facilitate an update to the City's Comprehensive Land Use Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH COLLEGE HILL, OHIO**, as follows:

**SECTION I**

The City Manager is authorized to enter into a contract with Urban Fast Forward for the purpose of consulting with the City and facilitating the updates and revisions to the City of North College Hills' Comprehensive Land Use Plan.

**SECTION II**

The contract with Urban Fast Forward is attached hereto as Exhibit A.

**SECTION III**

It is found and determined that all formal actions of this Council concerning or related to the adoption of this Resolution were adopted in an open meeting of this Council, and all deliberations of this Council and any of its committees, if any, that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable legal requirements of the Ohio Revised Code.

Ms Anderson seconded the motion and the roll being called upon the question of the adoption of the resolution, the vote resulted as follows:

AYE: 5

NAY: 1

Tracie Nichols

Tracie Nichols, Mayor

ATTEST:

Mary Dewald  
Mary Dewald, Clerk

**CERTIFICATION**

I, Mary Dewald, as Clerk of the Council of the City of North College Hill, Ohio, hereby certify that a true and exact copy of Resolution No. 23-2021 was passed by the Council of the City of North College Hill, Ohio at its regular meeting held on the 20 day of 2021, 2021.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of North College Hill, Hamilton County, Ohio this 20 day of 2021, 2021.

Mary Dewald  
Mary Dewald, Clerk



Exhibit "A"  
Nov 23 2021

## Agreement for Provision of Limited Professional Services

**Date:** September 30, 2021

**Client:** North College Hill, Ohio

**Project:** North College Hill Comprehensive Plan

**Scope of Services:** Attached

### Charges:

Stipulated sum of \$168,500.00 fixed price.

Payment will be on the following schedule:

At contract signing:	\$33,700.00
Completion of Workshop #1:	\$33,700.00
Completion of Workshop #2:	\$33,700.00
Completion of Workshop #3:	\$33,700.00
Submission of Final Report:	\$33,700.00

**Schedule:** Substantially per the schedule attached with adjustments as dictated by availabilities and client requirements.

**Deliverable:** A Final Report, with a summary of findings and proposed initiatives, to be supplied electronically in Adobe Acrobat PDF format.

**Special Conditions:** As attached and made part of this agreement.

### Accepted and Agreed to:

Kathleen Norris  
Managing Principal, Urban Fast Forward, LLC

Ronald Mosby  
City Administrator, North College Hill



1710 Elm St. | Cincinnati, OH 45202 | 513 888-0320  
admin@urbanfastforward.com

URBAN FAST FORWARD

## Terms and Conditions

Form of Agreement: These terms and conditions apply to any agreement to furnish professional services to which they are attached or referenced, including but not limited to letter agreements, standard contract forms, service agreements, whether oral or written.

Reimbursable expenses: this contract does not contain a provision for reimbursable expenses.

Payment, invoices will be submitted ~~15~~30 days before the agreed payment date, if stipulated, and are due on the agreed date.

Consultant agrees to publish all necessary notifications pertaining to all public meetings associated with the comprehensive plan process.

Standard of Care: In providing services under this agreement, Consultant will endeavor to perform in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession under similar circumstances. Consultant will perform its services as expeditiously as is consistent with the skill and care and the orderly progress of Consultants's part of the project. Regardless of any other term or condition of this agreement, Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose are expressly disclaimed.

Indemnifications: Consultant and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from damage, liability or cost to the extent caused by their own negligent acts and/or errors or omissions or those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Disputes: Any dispute of any kind between the Consultant and the Client shall be submitted to non-binding mediation subject to the parties agreeing to a mediator. Unless otherwise stipulated, the laws of the Consultant's principal place of business shall govern this agreement.

Ownership of documents and electronic files: Except as noted below in the final report, all documents or electronic files produced by the Consultant under this agreement are instruments of service and shall remain the property of the Consultant and may not be used by the Client for any purpose without the written consent of the Consultant. Electronic files and other work are furnished solely for the convenience of the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorneys fees arising out of or resulting from Consultants reports, files or other work product.

The Final Report produced by Consultant for Client will be jointly the property of both parties and may be used by either in any way.

At-Will: It is the explicit understanding of the parties that no offer of employment or subsequent engagement is implied or offered by this agreement.

Entire Agreement: This agreement constitutes the entire agreement between the parties and these Terms and Conditions may only be amended by the written agreement of both parties. Should any portion of this agreement be found to be illegal or unenforceable, such portion shall be deleted while leaving the entirety of the balance in effect.

END TERMS AND CONDITIONS