

RESOLUTION 2008-7

A RESOLUTION ACCEPTING THE CONTRACT OF POGGEMEYER DESIGN GROUP TO UNDERTAKE AN ECONOMIC IMPACT STUDY ON BEHALF OF THE VILLAGE OF HIRAM, AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO THE CONTRACT WITH POGGEMEYER DESIGN GROUP AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Hiram requested proposals for an Economic Impact Study of the effect of the proposed Hiram Senior Living development on the Village of Hiram; and

WHEREAS, six proposals were received in a timely fashion; and

WHEREAS, after careful consideration, the Council of the Village of Hiram has determined that the proposal of Poggemeyer Design Group is the lowest responsive and responsible proposal.

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Hiram, Portage County, Ohio, two thirds (2/3rds) or more of the members thereto concurring that:

SECTION 1: The proposal of Poggemeyer Design Group is hereby determined to be the lowest responsive and responsible for providing an Economic Impact Study to the Village of Hiram with respect to the proposed Hiram Senior Site.

SECTION 2: The Mayor and the Fiscal Officer are hereby authorized to enter into a contract with Poggemeyer Design Group in substantial conformity with the terms and conditions as set forth in the attached Exhibit "A".

SECTION 3: This Resolution is declared to be an emergency measure becoming immediately effective upon passage by Council and approval by the Mayor, the particular emergency being that time is of the essence to commence the Economic Impact Study, so that the Village Council may make an informed decision as to whether the proposed Hiram Senior Site advances the health, safety and welfare of the Village of Hiram, and whether the Village should potentially annex the property located to the north of the Village, which is the location of the proposed Hiram Senior Site.

SECTION 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including §121.22 of the Revised Code of the State of Ohio.

PASSED IN COUNCIL April 8, 2008 as an emergency.

  
\_\_\_\_\_  
Mayor Lou Bertrand

ATTEST:

  
\_\_\_\_\_  
Fiscal Officer

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-7 has been duly posted in the required 5 places.  
4-9-08 Kay E. Ziska  
Date Fiscal Officer, Village of Hiram



**POGEMEYER  
DESIGN GROUP**

April 7, 2008

Mr. Thomas Wadkins  
Council President  
Village of Hiram  
11617 Garfield Road  
Hiram, OH 44234

Re: Proposal #: 08-2008-2100  
Dated March 6, 2008

Dear Mr. Wadkins:

As we discussed during our telephone call on April 1, 2008, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for review and execution. PDG (Planner) proposes to provide professional planning services to assist the Village (Owner) with an Economic Impact Study of the proposed Senior Living Development (hereinafter referred to as the "project").

The Village shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the Village will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of:

1. An initial meeting with Village officials, Township officials, and/or the developer to define desired results in detail and obtain as much information as possible, as well as contact information for obtaining additional needed data and information.
2. Compiling the information in the PDG Fiscal Impact Analysis spreadsheet and providing the results to Village officials by email for initial review and comment. (This would be an iterative process by phone and email until a consensus was reached that the analysis properly reflected reality.)
3. If necessary, several different scenarios could then be examined and analyzed.
4. A second meeting in Hiram to discuss the analysis and make any necessary changes.
5. Presentation of the results – assumptions made and resulting calculations and implications – to Village Council in a public meeting.
6. If necessary, additional analysis, based on Council's review and/or public comment.
7. Final report – narrative and spreadsheet.

"It is our goal to  
service each client  
at the highest  
professional level,  
delivering innovative  
design, technical  
superiority, and  
outstanding quality."

-Mission Statement





If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services which our firm will provide, please contact this office as soon as possible.

PDG will complete these services within 45 days following execution of this agreement.

The fee for providing these basic services is a time and expense fee based on PDG's current hourly rate schedule, with a not-to-exceed maximum fee of \$8,000.00.

If work activities are required which are not included in the basic services described above, PDG can provide these based on our current hourly rate schedule.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the Village in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the Village in writing.

If there are any questions, please do not hesitate to contact this office.

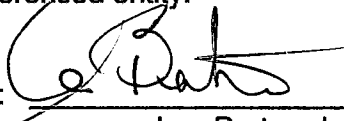
Sincerely,

POGEMEYER DESIGN GROUP, INC.

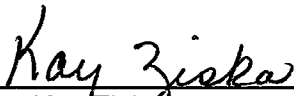
Charlene M. Kerr, AICP  
Principal Owner



Accepted this 8th day of April, 2008 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:   
Lou Bertrand

Title: Mayor

By:   
Kay Ziska

Title: Fiscal Officer

## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

### 3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

### 4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to assist in the performance of services hereunder.

### 5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.

**EXHIBIT B**

**1. CERTIFICATE OF OWNER'S ATTORNEY**

I, THOMAS REITZ, the undersigned, duly authorized and acting legal representative of THE VILLAGE OF HIRAM, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: 4/8/08

Signed: Thomas Reitz

Title: SOLICITOR

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, Kay E. Ziska, <sup>Fiscal Office</sup> Treasurer of Village of Hiram hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of Village of Hiram, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 4-9-08

Signed: Kay E. Ziska

Title: Fiscal Officer