

ORDINANCE NO. 06-10 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH POGGEMEYER DESIGN GROUP, INC., OF BOWLING GREEN, OHIO, TO PROVIDE PROFESSIONAL PLANNING SERVICES TO ASSIST THE CITY OF OBERLIN WITH THE ADMINISTRATION OF ITS CDBG DOWNTOWN FY '05 GRANT

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

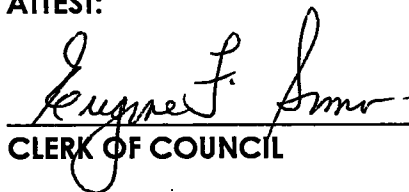
SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Poggemeyer Design Group, Inc., of Bowling Green, Ohio, for professional planning services to assist the City of Oberlin with the administration of its CDBG Downtown FY '05 Grant, a copy of the proposed contract being attached hereto and incorporated herein by reference, and in an amount not to exceed \$27,000.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading -February 6, 2006 (E) -"Motion to suspend rules/emergency passage
2nd Reading - in order to continue the service under this administration
3rd Reading - at the earliest possible date"

ATTEST:


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

POSTED: February 7, 2006

EFFECTIVE DATE: February 7, 2006

a:/ORD06-10Poggemeyer.CDBG

City of *Oberlin*

69 South Main Street, Oberlin, Ohio 44074

March 14, 2006

Charlene M. Kerr, AICP
Poggemeyer Design Group
1168 N. Main St.
Bowling Green, OH 43402

03-14-06 P03:14 OUT

Re: *Agreement Between the City of Oberlin and Poggemeyer Design Group for the Administration of the FY '05 Small Cities CDBG Comprehensive Downtown Revitalization Grant*

Dear Ms. Kerr:

For your records, please find enclosed a fully executed copy of the Agreement between the City of Oberlin and Poggemeyer Design Group for the above captioned grant.

Please contact our office should you have any questions.

Sincerely,



Gary Boyle, AICP
Director of Planning and Development

cc: R. DiSpirito, City Manager
S. Talarico, City Auditor
J. Simon, Clerk of Council
E. Severs, City Solicitor
L. Falcone, Poggemeyer Design Group

"Ohio's Best College Town"

—OHIO Magazine



**POGEMEYER
DESIGN GROUP**

January 30, 2006

Mr. Robert DiSpirito
City Manager
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

Re: Community Development Block Grant (CDBG)
Downtown Tier 2 Grant FY' 05

Dear Mr. DiSpirito:

As discussed between Gary Boyle and Lauren Falcone, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for review and execution. PDG proposes to provide professional planning services to assist the City with the administration of its CDBG Downtown FY'05 Grant (hereinafter referred to as the "project").

The City shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed, if other than those included in the CDBG-DT application, which was approved by the Ohio Department of Development (ODOD). In addition, the City and Main Street Oberlin will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following:

- ▶ General administration of the CDBG regulations portion of the grant program;
- ▶ Assisting the downtown manager with the facade and building renovation portion of the program;
- ▶ Completing the Environmental Review Record;
- ▶ Coordinating with the Office of Housing and Community Partnerships (OHCP) and the Ohio Historic Preservation Office (OHPO);
- ▶ Assisting with the completion of the State Status and Final Performance monitoring reports;
- ▶ Organizing contractor and business/building owner workshops;
- ▶ Coordinating the time schedule among the various project elements;
- ▶ Informing the City of key steps that need to be taken;
- ▶ Preparing draft legislation as needed throughout the program period;
- ▶ Assisting the City and Main Street Oberlin with the State monitoring session; and
- ▶ Other tasks as may be requested to successfully complete the grant program.

PDG will complete these services within two (2) years following execution of this agreement.

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

-Mission Statement



Mr. Robert DiSpirito
January 30, 2006
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The fee for providing these basic services is a lump sum fee of \$26,000 for administration and \$1,000 for the environmental review, including reimbursables, for a total contract of \$27,000.

If work activities are required which are not included in the basic services described above, PDG can provide these based on its 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 City 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 City 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

Attachments

Accepted this 8TH day of FEBRUARY, 2006 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 

Title: CITY MANAGER



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, Eric R. SEVERES, the undersigned, duly authorized and acting legal representative of City of Oberlin, 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: 3-11-06 Seal:

Signed: Eric R. Severs

Title: Law Director

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, I. Salvatore Talano, ^{Finance Director} Clerk/Auditor of City of Oberlin 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 City of Oberlin, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: March 9 2006 Seal:

Signed: I. Salvatore Talano

Title: Fin. Dir.