

VILLAGE OF LOCKLAND, OHIO  
ORDINANCE # 2024 - 51

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO ENTER INTO AN AGREEMENT WITH WILL & PERKINS TO  
SERVE AS CONSULTANT FOR THE PURPOSES OF THE WEST  
WYOMING CORRIDOR IMPROVEMENT STRATEGY AND  
DECLARING AN EMERGENCY.

WHEREAS, with the assistance of Alloy, the Village solicited consultants to assist in the development of the West Wyoming Corridor Improvement Strategy; and

WHEREAS, the Village finds that the proposal provided by Will & Perkins is the most desirable proposal to aid in the achieving the Village's strategic planning goals for the corridor;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

**SECTION I** The Village Administrator is hereby authorized to enter into an Agreement with Will & Perkins that substantially conforms to the Agreement found in Exhibit A, attached hereto and incorporated by reference herein, which Agreement is hereby approved; and

**SECTION II** This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is the immediate need of the Village to be able to proceed promptly with strategic planning for key corridors of the Village. Therefore, this Ordinance shall become effective immediately.

Passed this 12 day of August, 2024.

  
\_\_\_\_\_  
MAYOR, VILLAGE OF LOCKLAND

Attested:   
\_\_\_\_\_  
CLERK OF COUNCIL

EXHIBIT A  
to Ord. # 2024 - 51

**INSERT PDF OF  
West Wyoming Corridor  
Improvement Strategy Agmt – Will & Perkins**

## AUTHORIZATION FOR PROFESSIONAL SERVICES

<b>PROJECT NAME</b>	West Wyoming Corridor Improvement Strategy	<b>CONTACT:</b>	Mr. Doug Wehmeyer, Village Administrator
<b>CLIENT</b>	Village of Lockland	<b>PHONE:</b>	513-761-1124 x124
<b>ADDRESS</b>	101 North Cooper Ave. Lockland, Ohio 45215	<b>E-MAIL:</b>	dwehmeyer@locklandoh.org

**I hereby request and authorize PERKINS&WILL, to perform the following services:**

**SCOPE** The basic scope of work is those services described in the attached proposal "Exhibit A: Project Scope of Services."

**COMPENSATION** Fee for this scope of work is a lump sum of \$35,000 inclusive of direct expenses.

**ADDITIONAL SERVICES** Any services beyond the amount included in this Authorization shall be negotiated on an as-needed basis and approved by Client.

The terms of this agreement include the attached proposal letter from Perkins&Will to Chief Doug Wehmeyer dated August 5<sup>th</sup> 2024 and the document entitled "Provisions" attached hereto.

# Perkins&Will

Approved by **client**

Accepted by **Perkins and Will**

Signature:

  
\_\_\_\_\_

Signature:

\_\_\_\_\_

Print  
Name:

Douglas W Wehinger

Print  
Name:

\_\_\_\_\_

Title:

Village Administrator

Title:

\_\_\_\_\_

Date:

8/12/2024

Date:

\_\_\_\_\_

# Perkins&Will

## Proposal

### PROVISIONS

#### 1. AUTHORIZATON TO PROCEED

Signing this form shall be construed as authorization by CLIENT for Perkins&Will to proceed with the work, unless otherwise provided for in the authorization.

#### 2. LABOR COSTS

In the event Perkins&Will's compensation is calculated by reference to Perkins&Will's Labor Costs, Labor Cost shall be the amount calculated by the number of hours actually worked by each of Perkins&Will's employees on CLIENT'S Project, multiplied by an amount charged for employees on the CLIENT'S Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employees' annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) divided by 2,080 hours per year.

#### 3. DIRECT EXPENSES

Perkins&Will's Direct Expenses shall be those cost incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at Perkins&Will's current rate when it or its employees' automobiles are used, meals and lodging, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Perkins&Will, plus an additional amount added to the cost of these services for Perkins&Will's administrative costs.

#### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Perkins&Will's administrative costs, as provided on the reverse side of this Authorization.

#### 5. CLIENT INFORMATION

Perkins&Will shall have the right to rely upon the accuracy and sufficiency of all information, data, and documents provided by the CLIENT, and may incorporate the same into the work product of Perkins&Will without infringing upon the intellectual property rights of any third party.

#### 6. OWNERSHIP OF DOCUMENTS

The CLIENT shall be granted an unlimited license to use the work product of Perkins&Will in any manner related to the intent for which it was performed. Perkins&Will shall retain all of its rights of intellectual property in such work product, and may retain delivery of work product in the event of non-payment by the CLIENT without liability.

#### 7. COST ESTIMATES

Date: 8.5.2024

Re: [Publish Date]

Any cost estimates provided by Perkins&Will will be on a basis of experience and judgment, but since it has no control over market conditions or fluctuations therein or bidding procedures, Perkins&Will cannot warrant that bids or ultimate construction cost will not vary from the cost estimates.

## 8. PROFESSIONAL STANDARDS

Perkins&Will shall be responsible to the level of competency presently maintained by other practicing professional services firms performing the same type of services in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all project management, planning, consulting, and other work and materials furnished under this Authorization.

## 9. INDEMNIFICATION

The CLIENT and Perkins&Will shall indemnify and hold the other harmless against third party costs, losses, and damages arising out of claims, but only to the extent the same are caused by the negligence or willful misconduct of the party giving indemnification, to the limit of liability of that party giving indemnification. Neither party, however, shall have any obligation whatsoever to defend the other against claims of any kind, nature or description.

## 9. TERMINATION

Either CLIENT or Perkins&Will may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay Perkins&Will in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

## 10. LEGAL EXPENSES

In the event legal action is brought by CLIENT or Perkins&Will against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, cost and expense as may be set by the court.

## 11. PAYMENTS TO PERKINS+WILL / INTEREST ON PAST-DUE AMOUNTS

Monthly invoices will be issued by Perkins&Will for all work performed under the terms of this Authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to Perkins&Will, and if such interest exceeds the principal balance of CLIENT'S indebtedness to Perkins&Will, will be returned to CLIENT. It is the intent of Perkins&Will and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged.

## 12. TIMES FOR RENDERING SERVICES

Perkins&Will's services and compensation under this Agreement are agreed to in anticipation of the orderly and reasonably continuous progress of the work through completion of the services. If, in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are substantially to be completed are provided, and if such periods of time or dates are changed, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment, excepting only

**Date:** 8.5.2024

**Re:** [Publish Date]

to the extent that such changes are caused by the negligence of Perkins&Will. If the work is temporarily suspended beyond a continuous period of more than sixty days through no fault of Perkins&Will and subsequently restarted, a remobilization fee of 3% of the total anticipated compensation will added to cover administrative and staffing adjustments. If Owner authorizes or requests changes in scope, extent, or character of the work (in writing), the time of performance of Perkins&Will services shall be adjusted equitably.

### **13. LIMITATION OF LIABILITY**

Perkins&Will's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

### **14. ADDITIONAL SERVICES**

Services in addition to those specified in Scope will be provided by Perkins&Will if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Perkins&Will, and which is referenced under Compensation / Additional Services.

### **15. SALES TAX**

If in accordance with the State Sales Tax Codes, certain services are taxable, then applicable sales tax is not included in the fee described herein. Sales tax at an applicable rate will be indicated on invoice statements, as required.

In case any one or more of the provisions contained in this Authorization contract shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

# Perkins&Will

## Exhibit A: Project Scope of Work

West Wyoming Corridor Improvement Strategy

Village of Lockland, Ohio

August 5<sup>th</sup>, 2024

Our Perkins&Will-led team proposes a four-step process in completing the West Wyoming Improvement Strategy for Village of Lockland.

### Step 1: Kick-off

- Meet with Village Administration and Alloy Development Co to initiate the project
- Conduct a site walking tour
- Collect data and review relevant past documents

### Step 2: Discovery

- **Conduct visioning and goal-setting session with Village Administration and invited stakeholders** to identify challenges and opportunities for the study area and setting goals for the project
  - o **We recommend convening 6-12 invited stakeholders** (existing business owners, willing property owners, local school administrators, major employers, and Mill Creek Alliance)
  - o Perhaps consider including City of Wyoming Administrators too as they share an edge with the study area
- **Conduct base mapping and assessment of the corridor** including an evaluation of land use and zoning, transportation circulation and parking, open space, ecology and environment.
- **Our Perkins&Will team will use our “Scorridor” and “Precede” research tools** to inform our planning efforts
  - o “Scorridor” (blending the word “score” and “corridor”) is a GIS-based mapping tool that evaluates the urban character and place experience of the corridor's built form
  - o “Precede” looks at the relationship of socio-economic and geographic location (e.g. zipcode or census tract) and public health and environmental health factors. This tool can help inform planning decisions.
- Property Owners and Developers Reach-Out
  - o Our team proposes meeting with 3-6 interested property owners and developers to gauge real estate decisions and market demand for potential re-use scenarios.
- Deliverables

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- Perkins&Will will issue a composite “Discovery” PowerPoint presentation encapsulating all findings

## Step 3: Scenario Planning

- **Create scenarios** for the future of the corridor that explore the following variables
  - **Land use and development**
    - Potential exploration of different land use densities and mix of uses at 2-3 catalyst sites
      - Present two options for each site
      - One site plan and one 3D massing option of each site
      - Renovation of existing fire station (630 West Wyoming) or other significant buildings
  - **Streetscape and public open space**
    - Present one option/concept for the composite public realm that consider the following improvements
      - Sidewalk, pedestrian crosswalks, bike and trail networks, tree canopy/street trees
  - **Utility infrastructure**
    - Stormwater management
    - Electrical utility (exploring the cost/benefit of burying electrical lines)
- **Outline Implementation Actions and Potential Funding Sources**
  - Identify priority projects and suitable Federal, State, and Local Funding Options
    - Now is a critical time to take advantage of unprecedented Federal Funding for urban infill and urban infrastructure projects. Potential Sources include: TIFIA, RIF, Greenhouse Gas Reduction Initiative, American Rescue Plan Act (Including Housing Supply Expansion Plan), Community Development Block Grants, Neighborhood Homes Tax Credits, and affordable housing programs associated with Federal incentives)

## Step 4: Final Presentation

- **Present an “executive summary”** of the scenarios created in Step 3
- **Evaluate implementation and development costs** associate with preferred/selected options (to be provided in collaboration with Pepper Construction)
  - Land use and development
    - Up to three sites, one option each
  - Streetscape and public open space
    - Sidewalk, pedestrian crosswalks, bike and trail networks, tree canopy/street trees
  - Utility infrastructure

## Perkins&Will

- Stormwater management
  - Electrical utility (exploring the cost/benefit of burying electrical lines)
- Deliverables
  - **All final deliverables will be in presentation format** (PowerPoint or PDF files) to be shared with client
  - Perkins&Will will issue one draft presentation for final review and comment and then publish and deliver a final presentation