

ORDINANCE NO.: 2024-77

FIRST READING August 12, 2024

INTRODUCED BY: RUTH CAVANAGH

SECOND READING WAIVED

THIRD READING WAIVED

ORDINANCE APPROVING THE PROPOSAL AGREEMENT BETWEEN RICHARD A. BECK & ASSOCIATES, LTD. AND THE VILLAGE OF SOUTH RUSSELL FOR ARCHITECTURAL SERVICES FOR A DETACHED GARAGE IN AN AMOUNT NOT TO EXCEED \$2,500, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to engage the services of an architect to design architectural plans for the construction of a proposed detached garage for the Village of South Russell Police Department (the "Design");

WHEREAS, Richard A. Beck & Associates, Ltd. provides architectural services;

WHEREAS, Richard A. Beck & Associates, Ltd. submitted to the Village a proposal agreement to provide architectural services toward the Design pursuant to certain terms and conditions (the "Agreement"), which Agreement is attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, Council for the Village of South Russell desires to approve entering into the Agreement with Richard A. Beck & Associates, Ltd.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between Richard A. Beck & Associates, Ltd. and the Village of South Russell for the Design in an amount not to exceed \$ 2,500 is hereby approved pursuant to the terms and conditions in the Agreement attached hereto as **Attachment 1**.

SECTION 2. The Mayor and Fiscal Officer are hereby authorized to take all necessary and appropriate action to effectuate the Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to begin such Design services in the near future; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to

Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William H. Korns
Mayor - President of Council

ATTEST:

Danuelle Romanowski
Fiscal Officer

I certify that Ordinance No. 2024-77 was duly enacted on the 12TH day of AUGUST, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danuelle Romanowski
Fiscal Officer

Richard A. Beck & Associates, Ltd.

**P. O. Box 309, Willoughby, Ohio 44096-0309
Phone: 440-256-7000**

August 5, 2024

Mayor Dr. William Koons
Village of South Russell
5202 Chillicothe Road
South Russell, Ohio 44022

Re: Garage

Dear Mayor Koons:

We are pleased to propose the following architectural and engineering fee for a 20 x 30 foot block foundation garage with a 12 x 14' overhead door:

Fee\$2,500.00

Prints are \$2.00 per sheet.

Thank you for the opportunity to be of service to you.

Yours truly,

Richard A. Beck
Richard A. Beck
Manager

RAB:smg

Accepted by: *William H. Koons*
Mayor Dr. William Koons
Village of South Russell

Dated: 8-12-24

August 5, 2024

Mayor Dr. William Koons
Village of South Russel

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Additional Services

Additional services shall include all time and expenses for changes requested by City officials that are beyond control of client, client's contractor or Richard A. Beck & Associates. All additional services will be performed at \$95.00 per hour unless a specific agreement or amendment letter is executed between the signer and this architect.

Termination or Suspension

If the project is suspended or terminated, it must be by a written notice and Richard A. Beck & Associates, Ltd. shall be compensated for services performed prior to this notice. If the project is resumed, Richard A. Beck & Associates compensation shall be equitably adjusted for expenses shall be equitably adjusted for expenses of interruption and resumption of services.

Liability

The liability of Richard A. Beck & Associates, Ltd., its employees and subcontractors is limited to the amount of architectural compensation received by Richard A. Beck & Associates, Ltd., and said limit shall survive any termination, suspension or completion of this work. Any and all disputes will be settled by arbitration.

Ownership of all documents prepared by Richard A. Beck, registered architect and his engineer associates for this project cannot be reused, copied, sold or submitted for building permits without the written consent of this architect. Also, all architectural and engineering documents during and after completion of this project become the property of Richard A. Beck & Associates, Ltd.