

RESOLUTION NO. 25-07

ADOPTED ON: _____

NOT PASSED

no motion

4/28/2025

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP TO PREPARE A US DOT SAFE STREETS FOR ALL PLANNING AND DEMONSTRATION GRANT APPLICATION AND DECLARING AN EMERGENCY

WHEREAS, Environmental Design Group's professional services include civil engineering, landscape architecture, planning, surveying, environmental sciences, transportation, and construction management; and

WHEREAS, the US Department of Transportation's Safe Streets and Roads for All (SS4A) grants aim to prevent roadway fatalities and serious injuries through regional, local, and Tribal safety initiatives. These grants are designed to create safer streets for all users—pedestrians, bicyclists, public transportation riders, motorists, micro-mobility users, and commercial vehicle operators; and

WHEREAS SS4A offers two grant types: Planning and Demonstration Grants for developing and enhancing safety plans, and Implementation Grants for executing those plans; and

WHEREAS, there is at least \$1 billion in SS4A funding is expected in FY25; and

WHEREAS, the SS4A is a reimbursement grant requiring a 20% local match; and

WHEREAS, the Village of Thornville does not have an Action Plan. An Action Plan can set the foundation for many safety and roadway improvements throughout the Village for the next 5-10 years. Having an Action Plan, with outlined recommendations and steps, will help with our planning/budgeting as well as set the Village up for future applications when certain money becomes available; and

WHEREAS, Environmental Design Group agreed to prepare the Planning and Demonstration Grant Application for a cost of \$4,375.00.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Village Administrator and Fiscal Officer to execute an agreement with Environmental Design Group to prepare and submit a US DOT SS4A Planning and Demonstration Grant Application, on behalf of the Village, at a cost not to exceed \$4,375.00.

SECTION 2: The Grant Application should seek no more than \$100,000.00 in funding.

SECTION 3: 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 this 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 of the laws of the State of Ohio.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the Village and the further reason that the Village needs to enter into this Agreement as soon as possible so Environmental Design Group can draft and submit this grant application by the June 26, 2025 deadline. Wherefore, provided this Resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this ____ day of _____ 2025.

Amanda Lackey, Mayor

ATTEST:

Taylor Bennett
Fiscal Officer

APPROVED:
Approved as to form this 28th day of April 2025.

Brian M. Zets, Esq.
Village Solicitor



Corporate:
450 Grant St. Akron, OH 44311
Cleveland | Columbus
Newark | Mason
800.835.1390
envdesigngroup.com

PROPOSAL/VERBAL AGREEMENT

DATE QUOTED:	April 23, 2025
CLIENT NAME:	Village of Thornville
CONTACT NAME:	Melissa Brofford
ADDRESS:	PO Box 607
CITY, STATE, ZIP:	Thornville, Ohio 43076
EMAIL ADDRESS:	administrator@thornville.gov
TELEPHONE:	740/246-6020
FAX:	740/246-5044
MOBILE:	
JOB # (if assigned):	25-00278-01P

I. PROJECT

Village of Thornville Safe Streets and Roads for All Planning Funding Grant Application. The application submission deadline is 5:00 pm on June 26, 2025.

II. DESCRIPTION OF PROFESSIONAL SERVICES

Environmental Design Group will assist the Client with grant support services for the application listed in Thornville: SS4A Application. We will utilize existing plans and information provided by the Client. The Client shall supply support letters as needed, property background information, coordination/approvals of council, grant signatures, and timely review of materials. The Client/partner will be responsible for complete grant application and mailing/emailing, and making copies of the grant application. In specific, we shall:

1. Request certain information to be gathered and/or provided by the Client as needed for the application.
2. Provide a Microsoft word document with application questions and proposed responses, with the expectation that the Client will cut and paste responses into the application on the appropriate USDOT website. Note that the Client must have or obtain a SAM number and Valid Eval registration to apply to federal grants.
3. If the City prefers, we can complete the application online on their behalf, provided all the necessary information is available.
4. Costs: We will write a scope and fee to complete the SS4A Comprehensive Safety Action Plan, to be used as the basis for the request dollar amount.


11. The scope of work contained in this proposal is for a master plan level conceptual planning document, it does not include any specific engineering analysis or work that can be construed as detailed design or construction documents. In addition, site conditions will be evaluated from a master plan conceptual perspective; we will not be conducting formal environmental, ecological, geotechnical, survey, or other site or infrastructure assessments. Any work in these areas will be general observations only.
12. Environmental Design Group will assist the Village in preparing an application. The Village acknowledges that the success of the application is solely dependent on ranking and decision of the application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.

III. COST OF SERVICES \$4,375.00
☒ LUMP SUM ☐ ESTIMATE (see #8 on terms listed)

IV. PROPOSAL BY COMPANY

We hereby propose to perform the above-described services at the indicated fee according to the terms that are included and made a part of this proposal.

ENVIRONMENTAL DESIGN GROUP


Signature

Renee Whittenberger, PE, RSP21
Print

V. ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign and return one (1) copy to our office.

Signature

Print

Date

In order to continue giving our Clients the quickest and best attention, we will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the necessary information and can be received in a reasonable amount of time.

EXHIBIT A
STANDARD PROVISIONS OF AGREEMENT
FISCAL YEAR 2025

Client and Environmental Design Group, LLC (Consultant) agree that the following provisions shall be part of their agreement:

1. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
2. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
3. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings to this Agreement must be brought in a court of competent jurisdiction, venued in Summit County, Ohio.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
6. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
7. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
8. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications or other documents and/or field work required by one (1) or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees

face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.

13. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
14. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
15. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
16. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.
17. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
18. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from