

ORDINANCE NO. 21, 2025

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY AND SERVICE TO ENTER INTO A CONTRACT WITH YARD AND COMPANY FOR REDEVELOPMENT PLANNING SERVICES FOR HISTORIC VINE STREET BUSINESS CORRIDOR DECLARING AN EMERGENCY

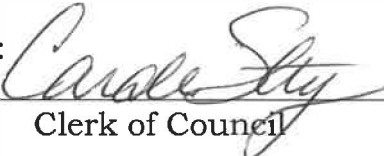
BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO:

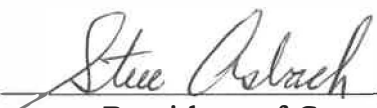
Section 1. That the Council of the Village of St. Bernard finds it necessary and in the best interest of the Village to authorize the Director of Public Safety and Service to enter into a contract with Yard & Company to provide professional planning and redevelopment services for the Historic Vine Street Business Corridor, a copy of which is attached to this ordinance.

Section 2. The Director of Public Safety and Service is hereby directed and authorized to enter into a contract with Yard & Company in the amount of \$30,000.00.

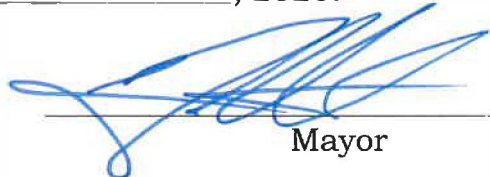
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety. The reason for the emergency is to enter into this contract as soon as possible to begin the process for redeveloping the Historic Vine Street Business Corridor. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than a majority of the members of Council and in that event the emergency provisions herein are set at naught.

Passed this 26th day of June, 2025.

ATTEST: 
Clerk of Council


President of Council

Approved this 26th day of June, 2025.


Mayor

I, CAROLINE STEGMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 21, 2025, was made by posting true copies of the same in the most public places designated by Council: the Village website; and the Village social media account, for a period of fifteen (15) days or more commencing JUNE 26th, 2025.

ATTEST:  DATE JUNE 26th 2025
Clerk of Council

Approved as to form  Date 27 June 2025
Director of Law

PROFESSIONAL SERVICES CONTRACT

REDEVELOPMENT PLANNING SERVICES
HISTORIC VINE STREET BUSINESS CORRIDOR
VILLAGE OF ST. BERNARD, OHIO

PARTIES:

CLIENT: Village of St. Bernard
110 Washington Avenue
St. Bernard, OH 45217

CONSULTANT: Yard & Company
1542 Pleasant Street
Cincinnati, OH 45202

1. SCOPE OF SERVICES

The Consultant shall provide professional planning and redevelopment services for the Historic Vine Street Business Corridor (the "Focus Area") in accordance with the attached Scope of Work dated April 4, 2025, which is incorporated herein by reference as Exhibit A.

The services shall be performed in three (3) stages:

- **Stage 1: Explore** (2 months) - \$7,500
- **Stage 2: Test** (2 months) - \$12,500
- **Stage 3: Build** (1 month) - \$10,000

Total Contract Amount: \$30,000

2. TERM AND PERFORMANCE

This contract shall commence on the Effective Date and shall continue until completion of all services, expected to be approximately five (5) months from commencement. Time is of the essence in the performance of this contract.

3. PAYMENT TERMS

- 50% of Stage 1 fees (\$3,750) shall be paid upon execution of this contract
- Remaining fees shall be billed monthly as services are performed
- Payment is due within thirty (30) days of invoice date
- Late payments shall accrue interest at 1.5% per month

- Additional services outside the approved scope shall be billed at the hourly rates specified in Exhibit A

4. INSURANCE REQUIREMENTS

Consultant shall maintain, at its own expense, the following minimum insurance coverage throughout the term of this contract:

- a) General Liability Insurance:** \$1,000,000 per occurrence, \$2,000,000 aggregate
- b) Professional Liability Insurance:** \$1,000,000 per claim, \$2,000,000 aggregate
- c) Workers' Compensation:** As required by applicable law
- d) Commercial Auto Liability:** \$1,000,000 combined single limit (if applicable)

Client shall be named as additional insured on general liability policies. Consultant shall provide certificates of insurance prior to commencement of work.

5. INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold harmless Client, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of this contract, provided such claims arise from the negligent acts, errors, or omissions of Consultant, its employees, agents, or subcontractors.

7. OWNERSHIP OF WORK PRODUCT

All documents, reports, plans, and other work products prepared by Consultant shall become the property of Client upon full payment of all fees. Consultant retains the right to use such work products for promotional purposes and professional development.

9. DEFAULT AND TERMINATION

a) Default: Either party may declare the other in default if:

- Material breach of contract terms that remains uncured for thirty (30) days after written notice
- Bankruptcy, insolvency, or assignment for benefit of creditors
- Failure to maintain required insurance coverage

b) Termination for Convenience: Either party may terminate this contract with thirty (30) days written notice. Client shall pay for all services performed through the termination date.

c) Termination for Cause: Either party may terminate immediately upon material breach by the other party. Notification of termination shall be delivered in writing to the other party within ten (10) days.

d) Notification: All written notices shall be delivered via return receipt mail or express delivery to:

Village of St. Bernard
Safety Services Director
110 Washington Avenue
St. Bernard, OH 45217

Yard & Company
Kevin Wright
1542 Pleasant Street
Cincinnati, OH 45202

10. DISPUTE RESOLUTION

Any disputes arising under this contract shall first be addressed through good faith negotiations. If unsuccessful, disputes shall be resolved through the Hamilton County Court of Common Pleas or other court of competent jurisdiction.

11. LIMITATION OF LIABILITY

Consultant's total liability for any and all claims arising out of this contract shall not exceed the total contract amount of \$30,000, except for claims arising from willful misconduct or criminal acts.

12. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from acts of God, war, terrorism, pandemic, government regulations, or other circumstances beyond the reasonable control of the performing party.

13. CHANGES TO SCOPE

Any changes to the scope of work must be agreed upon in writing by both parties and may result in adjustment to the contract price and schedule.

14. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this contract.

15. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee of Client. Consultant shall be responsible for all taxes, withholdings, and other obligations related to its compensation.

16. ENTIRE AGREEMENT

This contract, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. This contract may only be modified in writing signed by both parties.

17. GOVERNING LAW

This contract shall be governed by the laws of the State of Ohio.

18. SEVERABILITY

If any provision of this contract is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this contract.

CLIENT - VILLAGE OF ST. BERNARD

Signature: _____ Date: _____

Print Name: Tim Williams

Title: Safety Services Director

CONSULTANT - YARD & COMPANY

Signature: J. K. Wright Date: 6.24.25

Print Name: Kevin Wright

Title: Principal

Exhibit A: Scope of Work dated April 4, 2025