

RESOLUTION 2025 - 13

PASSED: 10-7-2025

A RESOLUTION AUTHORIZING SEAN BARNES, MAYOR, TO EXECUTE AN AGREEMENT
WITH PLANNINGNEXT, LLC FOR CONSULTANT'S SERVICES FOR THE VILLAGE OF
ALEXANDRIA COMPREHENSIVE PLAN UPDATE

WHEREAS, planningNEXT, LLC is qualified and able to provide consultant's services for the
Village of Alexandria Comprehensive Plan Update, and

NOW THEREFORE, BE IT RESOLVED by the VILLAGE OF ALEXANDRIA:

Section 1: SEAN BARNES, MAYOR, is hereby authorized to enter into the Agreement attached
hereto as Exhibit A to obtain this assistance from planningNEXT, LLC.

Section 2: This Resolution is hereby declared to be an emergency measure, necessary for the
immediate preservation of the public health, safety and welfare. Wherefore, provided this
Resolution receives the affirmative vote of three-fourths of the members of Council elected or
appointed, it shall take effect immediately upon its passage and execution by the Mayor;
otherwise, it shall take effect and be in the force from and after the earliest period allowed by
law.

ATTEST:



Mayor Sean Barnes



Caroline J. Gissinger, Fiscal Officer

APPROVED AS TO FORM:



David T. Ball, Esq., Solicitor

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CONTRACT

STANDARD FORM CONTRACT FOR SPECIAL SERVICES

Provided to **Planning NEXT, LLC** an Ohio limited liability company

AGREEMENT made this 8 day of September, 2025 between the Village of Alexandria (hereinafter referred to as the "Client") and **Planning NEXT, LLC** (hereinafter referred to as the "Consultant").

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **Consultant's Services:** Consultant will provide the Scope of Services as enumerated in the Work Program, attached hereto as Exhibit "A" and incorporated and made a part of this Agreement as if fully set forth herein (the "Project").
2. **Client's Responsibilities:** The Client shall provide full and complete information regarding the requirements of the Project as expeditiously as necessary for the orderly progress of the Consultant's services, and the Consultant shall be entitled to rely on the accuracy and completeness thereof. The Client shall designate a representative authorized to act on the Client's behalf and shall timely make decisions pertaining to the Project in order to avoid unreasonable delays.
3. **Total Compensation:** The professional fee compensation to be allocated to this Project is a not-to-exceed amount of sixty thousand dollars (\$60,000). The project shall be invoiced monthly on work completed and include project expenses (see below). For services beyond the agreed-upon scope please see section 5.
4. **Project Expenses:** Included in the professional fee compensation, the Client agrees to pay the Consultant for costs incurred by the Consultant's employees and consultants in performing the Consultant's Services or otherwise in furtherance of the Project. These expenses include, but are not limited to:
 - a. transportation and living expenses for out of town travel (for transportation by personally owned vehicle, the Client agrees to reimburse the Consultant at the IRS-going rate);
 - b. governmental, public or other fees related to the Project;
 - c. graphic design, computer-aided design, film development, exhibit preparation, literature publication, renderings, models, printing and copying expenses;
 - d. long distance telephone calls, facsimiles, postage, overnight mail and courier services; and
 - e. premiums for any unique or additional insurance required by the Client or the nature of the Project.
5. **Additional Services:** If the Client verbally requests the Consultant to perform additional services ("Additional Services") not included in the Scope of Services and as provided for in Exhibit A, the Consultant shall confirm in writing the specific services that have been requested, specify that such services are Additional Services and identify terms of additional payment. Consultant shall not perform any Additional Services until Client has confirmed approval of said Additional Services in writing (email confirmation by the Client of additional services and fees will be adequate to constitute a writing).

6. **Payments:** All payments for professional fees and documented reimbursable expenses are due and payable thirty (30) days from the date of Consultant's invoice. Any amounts remaining unpaid after thirty (30) days of an invoice shall bear interest at a rate of ten percent (10%) APR, simple interest. Consultant's records relating to the computation of its fees and reimbursable expense amounts pertaining to this Agreement shall be made available to the Client, or its authorized representative, at a time mutually agreed between the parties upon a written request by the Client.
7. **Subconsultants:** All subconsultants will be hired by and be responsible to the Consultant. All coordination, planning and input to the subconsultant will be by the Consultant.
8. **Suspension or Termination:** This Agreement may be terminated or suspended by either party, with or without cause, upon not less than fourteen (14) days written notice to the other party. A written notice shall be deemed duly served when personally delivered to the party to whom it is directed, or when sent overnight delivery through a nationally recognized courier and addressed to the last known address of the party to whom it is directed. The failure to meet any Project deadline or timetable after a suspension or termination has occurred will not constitute a breach of this Agreement.

If the Client fails to make payments when due to the Consultant for services and expenses, the Consultant may immediately suspend performance of services under this Agreement. In the event Consultant properly suspends its performance, it shall not be liable to the Client for any damages suffered as a result of the suspension of services or delay in the progress of the Project.

In the event of termination by the Client without cause, the Consultant shall be entitled to payment for services performed prior to termination, together with reimbursable expenses (if any) then due, prepaid reimbursable expenses incurred or committed, and a termination fee equal to fifteen percent (15%) of the value of the remaining Consultant's services left to be performed under this Agreement, provided, however, that if over fifty percent of the fixed-sum compensation has been earned by, or is due to, the Consultant prior to such termination by the Client then no termination fee shall be due to the Consultant. The Client and the Consultant agree that the termination fee is not a penalty and is reasonable based upon the facts and circumstances known to the parties at the time of entering this Agreement, and with due regard to future expectations.

9. **Document Use:** Except for documents that are proprietary to Consultant, the Client retains all rights to all documents and reports that are produced, compiled or generated with respect to this project. Consultant shall identify any documents considered to be proprietary and the parties shall thereupon agree, in writing, upon the extent of use by either party.
10. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, including its validity or any alleged breach, shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in any court having jurisdiction thereof. As part of any arbitration award, the prevailing party shall be awarded, in addition to the claim, all costs of such arbitration, including without limitation the costs of arbitration and attorneys' fees. A demand for arbitration must be made within a reasonable time after the claim or dispute arises and in no case beyond the date of any otherwise applicable statute of limitations.

11. **Applicable Law:** This Agreement shall be governed by the laws of the state where the Client has its primary place of business. If the Client is a federal entity or agency, this Agreement will be governed by the laws of the state of Ohio.
12. **Binding:** This Agreement shall be binding on the parties hereto and on their successors, assigns, and legal representatives. Neither the Consultant, nor their successors, assigns, or legal representatives shall assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party.
13. **Entire Agreement:** This Agreement, including Exhibit A, contains the entire agreement between the Client and the Consultant respecting the Project, and any agreement or representation respecting the Project or the duties and obligations of either the Client or the Consultant in relation thereto not expressly set forth in this instrument is null and void. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and may be amended only by a written modification signed by both parties, which makes reference to this Agreement. Nothing in this Agreement shall be construed as creating any rights, obligations, contractual relationships or causes of action with any third parties as against either the Client or the Consultant.
14. **Nonwaiver:** No delay or failure by either party in exercising any right under this Agreement, and no partial or simple exercise of such right, shall constitute a waiver of that or any other right.
15. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement.
16. **Legal Construction:** In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
17. **Effective Date:** This Agreement shall become effective as of the 8 day of September, 2025 and shall continue until the Consultant's Services are complete or the Agreement is suspended or terminated as provided herein.
18. **Campaign Finance Compliance.** Consultant affirms that it and each individual identified in R.C. §3517.13(I) or R.C. §3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. 3517.13, as amended.
19. **Public Records.** The Consultant acknowledges, in accordance with section 149.43 of the Ohio Revised Code, that this Agreement, as well as any information, documents, deliverables, records, reports, photographs, and financial records related to this Agreement are presumptively public records of the Client. The Consultant understands that these records will be made freely available to the public, unless the Client determines that, pursuant to State or federal law, such materials are confidential or otherwise exempt from disclosure. The Consultant must comply with any direction from the Client to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information. Subject to designation of Consultant's Proprietary Documents as provided in Paragraph 9, all records and documents that the Consultant creates or receives in performing the Agreement, shall be delivered to the Client when the Work under this Agreement is completed. While in the possession of Consultant, upon request by the Client, these records shall be provided by the Consultant to the Client in accordance with sections 149.43, et. seq., of the Ohio

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Revised Code and the Client's Public Records policy. The Consultant shall immediately forward to the Client any and all requests for records under this Agreement that the Consultant receives. Records, excluding Consultant's Proprietary Documents designated as provided in Paragraph 9, pertaining to services provided by the Consultant pursuant to this Agreement belong to the Client. The Consultant shall not respond directly to any requests for records under this Agreement, as any records released due to a records request must be released by the Client, not the Consultant.

Other Conditions: **None**

Client

Planning NEXT, LLC



Signature



Print Name and Title

Signature

Jamie A. Greene, Principal/Owner

Attachments:

Exhibit "A" –Work Program