

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 23, 2022 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

1. COUNCIL-MANAGER BRIEFING

A. 6:30 PM - Community Improvement Corporation (CIC); Riegert Square
Redevelopment

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

8. CITIZEN COMMENTS

9. PUBLIC HEARING(S)

a. Public Hearing - Designated Outdoor Refreshment Area

10. APPROVAL OF MINUTES

a. Regular Meeting held May 9, 2022

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Gwen Brill, Vice Chair; Tim Abbott, Member

B. DEVELOPMENT SERVICES COMMITTEE

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

D. PUBLIC SAFETY COMMITTEE

Tim Meyers, Chair; Dale Paullus, Vice Chair; Leslie Besl, Member

E. PUBLIC UTILITIES COMMITTEE

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

F. PUBLIC WORKS COMMITTEE

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

12. NEW BUSINESS

Motion to read all New Business by title only.

A. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

1. Ordinance to authorize the City Manager to enter into a contract with Human Nature, LLC and Urban Canopy Works, LLC to complete the landscape architecture and design plans for the Huffman Park Reforestation Project and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PUBLIC SAFETY COMMITTEE

Tim Meyers, Chair; Dale Paullus, Vice Chair; Leslie Besl, Member

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Panaderia Y Restaurante el Camiono LLC dba Serenella Freire, 5951 Boymel Drive, Ste. 5, Fairfield, OH 45014 (Permit Class D2).
2. A Resolution appointing initial Region 14 Representative and Alternate Representative to the OneOhio Recovery Foundation, Inc. Board and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings

- Motion - Adoption

C. PUBLIC UTILITIES COMMITTEE

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

1. Ordinance to authorize the City Manager to enter into a contract with Howell Contractors, Inc. for an emergency repair to the Hunter - Mack 20-inch Water Transmission Main and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Landmark Structures I, LP, for the construction of the Port Union Water Storage Tower and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into a contract with Dixon Engineering for professional engineering and inspection services associated with the City's planned Port Union Road Water Storage Tower Construction project.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC WORKS COMMITTEE

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

1. Ordinance to authorize the City Manager to enter into an agreement with the Kleingers Group to design the improvements to the right of way and parking lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

E. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

1. Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."
Contractual Appropriations: \$62,500 for Hunter-Mack Water Transmission Main

Repair; \$5,422,000 for construction of Port Union Water Storage Tower; \$106,100 for engineering & inspection services for Port Union Water Storage Tower project; \$47,250 for utility work and public sewer system improvements for Harbin Park Overlook Renovation Project (existing contract); \$95,000 for Right-of-Way and Parking Lot Improvement design at 5072-5174 Pleasant Avenue; \$30,000 for landscape architecture and design plans for Huffman Park Reforestation Project.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

2. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Non-Contractual Appropriations: \$14,000 for Wastewater Division Raw Sludge Pump; \$9,899 for Wastewater Division Copying Machine; \$11,000 for Water Division Dehumidifiers; \$47,850 for Harbin Park FF&E Phase I; \$105,000 for Community Arts Center improvements (multiple vendors).

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

13. MEETING SCHEDULE

- A. Monday, June 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, July 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, August 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT



Fairfield City Council
May 6, 2022

PUBLIC HEARING NOTICE
CITY OF FAIRFIELD, OHIO

Notice is hereby given that on Monday, April 26, 2022, the City Council of Fairfield, Ohio received an application to establish a Designated Outdoor Refreshment Area (DORA) pursuant to Ohio Revised Code (ORC) Section 4301.82. The Designated Outdoor Refreshment Area Application is on file with the Clerk of Council and the City Manager's Office and is available for inspection by the public during regular business hours.

All property owners and citizens of Fairfield, Ohio are hereby notified that a public hearing of Fairfield City Council has been scheduled for 7:00 PM Monday, May 23, 2022 at the Fairfield Municipal Building at 5350 Pleasant Avenue, Fairfield Ohio 45014. The purpose of the public hearing is for the City Council to receive comments regarding the DORA application. Interested persons are invited to attend and participate. Written comments may also be submitted to the Clerk of Council, Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio 45014 or by email to awilson@fairfieldoh.gov until noon on Monday, May 23, 2022.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, May 6, 2022 and Friday, May 13, 2022.

Attachment: PH Notice - DORA Application (3221 : Public Hearing - Designated Outdoor Refreshment Area)

**City of Fairfield
Minutes
Regular Meeting of City Council
May 9, 2022**

Council-Manager Briefing

A. None.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 7:00 PM.

Prayer/Pledge of Allegiance

Councilmember Senger led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Tim Meyers	Councilmember, At-Large	Present	
Matt Davidson	Councilmember, At-Large	Present	
Gwen Brill	Councilmember, At-Large	Present	
Leslie Besl	Councilmember, 1st Ward	Present	
Dale Paullus	Councilmember, 2nd Ward	Present	
Terry Senger	Councilmember, 3rd Ward	Present	
Tim Abbott	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Present	

Agenda Modifications

None.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Paullus, moved for Executive Session to discuss pending and imminent litigation and the status of negotiations or collective bargaining sessions with public employees regarding their compensation and other terms and conditions of their employment. Roll call vote. Motion carried 7-0.

Special Presentations

a. Public Works Week Proclamation

Mayor Rhodus presented the Public Works Week Proclamation to Public Works Director Ben Mann and thanked the staff of the department for all of their great work.

b. Kids to Parks Day Proclamation

Mayor Rhodus presented the Kids to Parks Day Proclamation to Parks & Recreation Director Tiphonie Mays and encouraged kids to get out and enjoy the Fairfield parks.

Minutes Acceptance: Minutes of May 9, 2022 7:00 PM (Approval of Minutes)

c. Mayor's Youth Commission

Mayor Rhodus introduced the Youth Commission members and explained that the commission was a way for local high school students to learn more about careers in local government. Each member of the commission will be assigned to work with a department for half of the school year and then will work with a different department for the second half of the year to gain more in-depth experience about the careers in each one.

Citizen Comments

1. Stacey Akers, 610 Riverbend Court

Ms. Akers addressed Council on behalf of herself and neighbors regarding the traffic issues on River Road. She presented Council with a petition signed by residents of the area requesting that the City take action to reduce speeding around the curves and prevent another serious accident from occurring. She stated that she worries about her daughter playing in the back yard unattended because she is afraid a car will lose control and end up coming through the fence. Councilmember Meyers addressed her concerns and stated that he requested traffic data from the Police Department for that area. He assured her that the City would look into ways to improve the sight distance when turning on to River Road from the residential streets, as well as any other available options to reduce speeding and prevent accidents.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of April 25, 2022 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Leslie Besl, Chair; Gwen Brill, Vice Chair; Tim Abbott, Member

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Concept Plan for the Mercy Health Mixed Use development.

Recommendation:

It is recommended that City Council have a first reading on this item at the March 14, 2022 meeting, set a joint public hearing for March 28, and await the written recommendation from the Planning Commission.

Councilmember Davidson presented the third reading of this ordinance.

ORDINANCE NO. 64-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Amended Concept Plan and the Final Development Plan for the Freddy's Frozen Custard and Steakburgers Restaurant portion of the Meijer-Gilmore Road Planned Unit Development.

Recommendation:

It is recommended that City Council have first reading on this item at the March 14, 2022 meeting, set the joint public hearing for March 28 and await the written recommendation from the Planning Commission.

Councilmember Davidson presented the third reading of this ordinance.

ORDINANCE NO. 65-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Parks, Recreation and Environment Committee

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

Public Safety Committee

Tim Meyers, Chair; Dale Paullus, Vice Chair; Leslie Besl, Member

Public Utilities Committee

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Finance & Budget Committee

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

NEW BUSINESS

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 7-0.

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Minutes Acceptance: Minutes of May 9, 2022 7:00 PM (Approval of Minutes)

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Pro Kleen Industrial Services, Inc., Pro Kleen Environmental Services, Inc., and Black Family Real Estate Investments, LLC, to include construction of a new industrial facility on Tedia Way, and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

ORDINANCE NO. 66-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Parks, Recreation and Environment Committee

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Matt Davidson, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to enter into a contract with Century Equipment, Incorporated for the purchase of a Toro GM 5900 mower and mulching kit and declaring an emergency.

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$129,109.27 for the purchase of one (1) Toro GM 5900 mower as well as a mulching kit for the unit. Rules suspension is being requested in order to expedite the purchase. The replacement of this equipment is programmed in the 2022 CIP as 2PR13 through the State of Ohio Purchasing Contract.

ORDINANCE NO. 67-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gwen Brill, Councilmember, At-Large
SECONDER: Tim Abbott, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Public Utilities Committee

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Dale Paullus, Councilmember, 2nd Ward
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to enter into a three (3) year contract with Denali Water Solutions for the disposal of wastewater biosolids from the City's wastewater treatment plant, with mutual option for two (2) additional one (1)-year terms.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a three (3) year contract with Denali Water Solutions for the disposal of wastewater biosolids, with mutual option for two (2) additional one (1)-year terms. Rules suspension is requested to expedite the contract.

ORDINANCE NO. 68-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dale Paullus, Councilmember, 2nd Ward
SECONDER: Tim Abbott, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Tim Abbott, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to enter into a contract with Vogelpohl Fire Equipment for the purchase of an E-One Fire Truck and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing

the appropriation of funding in the amount of \$1,173,216 from the American Rescue Plan Act Fund for this purchase. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Vogelpohl Fire Equipment Inc., 2770 Circleport Dr., Erlanger Kentucky, 41018.

ORDINANCE NO. 69-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to amend the ordinance to include only 2022 GMC Acadias

Councilmember Senger presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Tim Abbott, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to enter into a contract with Fierhrer Motors, Inc. for the purchase of two (2) GMC Acadias for the Police Department and declaring an emergency

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$89,702 from the Capital improvement Fund for the purchase of a two (2) GMC Acadia's. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Fiehrer Motors, Inc. for the purchase of these vehicles.

ORDINANCE NO. 70-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Tim Abbott, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

Minutes Acceptance: Minutes of May 9, 2022 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the replacement of HVAC equipment at various buildings and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$430,458 from the ARPA Fund. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Prodigy Building Solutions LLC, West Chester, Ohio for this project.

ORDINANCE NO. 71-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Tim Meyers, Councilmember, At-Large
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to authorize the City Manager to enter into an agreement with Choice One Engineering for the Nilles and Wittenberg Intersection Improvement Design

Recommendation:

It is recommended that City Council authorize the City Manager to enter into the attached agreement with Choice One Engineering to design the improvements to the intersection of Nilles Road and Wittenberg Drive and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

ORDINANCE NO. 72-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Finance & Budget Committee

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of May 9, 2022 7:00 PM (Approval of Minutes)

Councilmember Abbott presented the first reading of this resolution.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Councilmember, 4th Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Resolution authorizing the City of Fairfield to use the standard allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act and declaring an emergency.

Recommendation:

It is necessary for City Council to pass a resolution electing to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Funds as authorized by the American Rescue Plan Act (ARPA) to allow for the purchase of items detailed in the ARPA presentation provided to City Council on April 11, 2022.

RESOLUTION NO. 9-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Councilmember, 4th Ward
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Councilmember, 4th Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 73-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Councilmember, 4th Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of May 9, 2022 7:00 PM (Approval of Minutes)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Councilmember, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 74-22. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Councilmember, 4th Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, May 23 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, June 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, July 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:50 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at 8:25 PM.

The Regular Meeting adjourned at 8:25 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of May 9, 2022 7:00 PM (Approval of Minutes)



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Tiphannie Mays,
 Submitting Department: Parks

Subject:

Landscape Architecture and Design Plans for Huffman Park Reforestation Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Human Nature, LLC and Urban Canopy Works, LLC to complete the landscape architecture and design plans for the Huffman Park Reforestation Project and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize an appropriation of \$30,000 from the CIP project 2PR15 and that Council authorize the City Manager to enter into a contract with Human Nature, LLC to and Urban Canopy Works, LLC to complete the landscape architecture and design plans for the Huffman Park Reforestation Project.

Background/Synopsis:

The Huffman Family Foundation, upon the passing of Harold Huffman in January of 2010, contributed funding and the donation of the 22-acre Huffman Family Farm to the City of Fairfield for the development of the Huffman Park – A Natural Discovery Center. The park was dedicated on October 27, 2012 and has been under the operation and maintenance of the Parks and Recreation Department since this date. Recently, the family foundation is requesting and funding additional enhancements to the northern side of the park to include additional walking trails, tree plantings and pollinator habitats. Under the current agreement, the Huffman Family Foundation has, to date, donated \$30,000 for the architecture and design portion of the project. Human Nature, LLC and Urban Canopy Works, LLC are landscape architect firms that will develop the plans which consists of conceptual drawings and architectural and engineering plans for bidding.

The Parks and Recreation Board reviewed this proposal and project at their meeting of May 10, 2022, and passed Resolution 2022-05 and 2022-06 in support of this project and is included as reference.

Financial Impact:

\$30,000 from the CIP project 2PR15.

Emergency Provision Explanation:

In order to commence this project by fall of 2022 and to develop a formal bid/construction documents for this project, a suspension of rules and emergency provision is being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

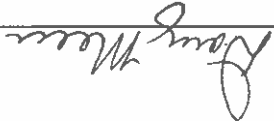
1. Human Nature Resolution - Huffman Reforestation
2. Urban Canopy Resolution - Huffman Reforestation
3. 2022.04.04_Huffman_Reforest_HN Contract
4. UCW Huffman Project Proposal
5. Human Nature-Ord

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED, by the Fairfield Parks and Recreation Board that the City Manager is authorized to enter into an agreement with Human Nature, LLC for the architectural and engineering services for the Huffman Park Reforestation project in accordance with the agreement on file in the office of the City Manager.

ROLL CALL

Doug Meece	☒	YES
Gwen Ritchie	☒	YES
Dan Prior	☒	YES
Mindy Muller	☒	YES
Greg Hull	☒	YES
Gwen Brill	☒	YES
Scott Clark	☒	YES
	☐	NO

 _____
Chairman / Doug Meece

Secretary / Molly McGraw

Resolution: _____

Date: _____ 05/10/2022 _____

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED, by the Fairfield Parks and Recreation Board that the City Manager is authorized to enter into an agreement with Urban Canopy Works, LLC for the professional services for the Huffman Park Reforestation project in accordance with the agreement on file in the office of the City Manager.

ROLL CALL

Doug Meece	☒	YES
Gwen Ritchie	☒	YES
Dan Prior	☒	YES
Mindy Muller	☐	NO
Greg Hull	☒	YES
Gwen Brill	☒	YES
Scott Clark	☒	YES


Chairman / Doug Meece

Secretary / Molly McGraw

Resolution: _____

Date: _____05/10/2022_____

DRAFT

- Develop a concept plan for the reforestation of the northern portion of the park site adjacent to the golf course. The trees shall include native species.
- Provide informal paths and seating within the reforestation zone only for visitors to relax and enjoy the views and time in nature.
- Generate a final planting plan with sheet note specifications. The plan shall include a schedule listing tree sizes and species. If a meadow mix is included in the plan, the species will be listed in the schedule as well. For the paths, only locations and materials will be show on the final plan.
- Generate a master plan-level Estimate of Probable Cost for implementing the project. Given the volatility of the construction market, the cost estimate will only indicate an order of magnitude; a subsequent quote from a landscape contractor will be necessary to get a more accurate cost.

To ensure that we have an accurate base plan for design, Human Nature will perform a drone flyover of the site to locate existing trees. This will not be a survey level of data but give a general location of existing vegetation and existing elements, but not topography. Once the base plan has been updated, we will explore 2 to 3 concept options for the reforestation of the project area. The concept diagrams will indicate zones of plantings and show potential locations for paths, seating, and interpretive features. We will share the concepts with the City of Fairfield staff for feedback.

1. Conceptual alternatives for Client feedback
2. Final concept synthesis plan based on Client feedback
3. Three Client meetings (kickoff, conceptual alternative review, and final concept review)

	L	A	N	D	Analysis	Planning	Design	Management
--	---	---	---	---	----------	----------	--------	------------

Task 2.0: Planting Plan and Cost Estimating

Once the concept plan has been reviewed and approved by the Client, Human Nature will develop a planting plan for implementation. The plan will include the following information:

- Tree species and sizes (common name, Latin name, and size of plant)
- Meadow planting species (if applicable)
- Path materials and locations; these will not include grading and drainage but only concept level locations.
- Bench type and manufacturer information
- Sheet notes/specifications
- site furnishings

This plan will be suitable for cost estimating and bidding. Human Nature will generate an Opinion of Probable Construction Cost for the approved plan. Due to the volatility of current construction market, this estimate will not guarantee the final construction cost.

Anticipated Task 2.0 Design Development Deliverables

1. Final planting plan with sheet notes/specifications
2. Opinion of Probable Construction Cost
3. Two Client meetings

Basic Services General Terms

Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services could include but are not limited to: presentation/3D models; grant applications; potential donor packages; donor acknowledgement strategies and meetings with individual potential donors. The Civil Engineer can provide optional surveying services, if needed.

Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: geotechnical evaluations; subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction); utilities' location; signage; environmental assessments; artwork; permitting; Lighting is not anticipated as part of this scope.

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

- B. Client shall furnish the services of the following consultants: Architect and/or structural engineer (if necessary).
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions and will indemnify and hold Landscape Architect harmless as to same.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The current schedule is as follows:

Conceptual Exploration:	3 - 4 weeks from approval of contract
Final Planting Plan:	3 - 4 weeks

- B. Client agrees to promptly notify Landscape Architect if Client's schedule or scope changes. Client acknowledges that significant changes to the Project schedule or scope may require Additional Services of Landscape Architect.

Article 4 Compensation and Payments

- A. Client agrees to pay Landscape Architect as follows:

- 1. Basic Services:

- a. Landscape Architect is providing a not-to-exceed hourly fee based on the scope of work described in Article 1.A. The Design Team's estimated fees for labor are:

Task	Fee
Task 1: Concept Exploration	\$5,000
Task 2: Final Planting Plan	\$5,500
Contract Total	\$10,500

Landscape Architect will be at the following hourly rates:

- Principal \$195/hour
- Project Manager \$125/hour
- Senior Landscape Architect \$115/hour
- Designer/Landscape Architect \$105/hour
- Draftsperson \$85/hour
- Clerical \$75/hour

- b. This estimate is based on the Basic Services outlined in Article 1 and data that is available at this time. This agreement is based on our standard hourly rates and will be billed monthly on a time and material basis.
- c. Landscape Architect reserves the right to adjust the fee based on additional information, scope changes, and schedule requirements/changes.

2. Additional Services: hourly, based upon the hourly rates outlined herein. Potential additional service may include review of bids, review of submittals and Requests for Information, and construction administration.

- B. Reimbursable Expenses are included in the basic services fee and will be billed at-cost. Reimbursable expenses include but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; mileage; parking; authorized travel; and Client requested renderings and models.
- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to three percent (3%) of any outstanding balance due per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 5 Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred or accrued up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service

acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect requests due credit be given in any use of the design work by others. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions.

- A. This Agreement is governed by the law of the State of Ohio.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of

any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's grossly negligent errors.

- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring any and all contractor and its/their subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- J. No waiver by either party of any default or breach of any covenant set forth hereunder shall be inferred from any omission by said party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and thence said waiver shall be operative only to the time and to the extent therein stated.
- K. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, equipment and safety surface maintenance, may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- L. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- M. If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

N. Risk Allocation:

Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability to the total fee received. Client further acknowledges that were it not for this agreement to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.

Article 9 Closing.

We appreciate the opportunity to work with the City of Fairfield on such a dynamic and important community project. Please indicate your approval by signing below and returning an executed copy to us. We are prepared to begin immediately once we receive your authorization.

LANDSCAPE ARCHITECT:

HUMAN NATURE, INC., an Ohio corporation

By: _____

Printed Name: Gary R. Wolnitzek _____

Its: Principal _____

Date: April 5, 2022 _____

CLIENT:

City of Fairfield, Ohio

By: _____

Printed Name: _____

Its: _____

Date: _____



April 6, 2022

Tiphonie Mays

Parks & Recreation Director, City of Fairfield
411 Wessel Drive
Fairfield, OH 45014

RE: Huffman Park Project

Dear Tiphonie:

Urban Canopy Works (UCW) is excited that the Huffman Park reforestation project has been approved by the Foundation. We're looking forward to helping the City and the family implement the transformation from field to forest which will provide so many benefits simultaneously --- expansion of the City's tree canopy, restoration of native woodland and wildlife habitat, providing educational and recreational opportunities, and supporting the City's tree program.

As we discussed, this letter serves as an updated proposal describing the services UCW can provide to the City to ensure this project's success. The services are described in a series of project steps, and the hourly fees are estimated for each phase.

Scope of Work

Step 1. Design. The design work will largely be handled by Human Nature, and is anticipated to be a two-step process. The first will be a conceptual design, the second step will be a more detailed, final planting and implementation plan that will specify site preparation tasks, planting areas, tree species and sizes, materials, refined costs, and schedule. UCW will provide review and direction along the way. *Design Phase Costs: Hourly, estimated at \$400 - \$800.*

URBAN FOREST PLANNING • CITY ARBORIST SERVICES • ARBORICULTURAL CONSULTING

Urban Canopy Works, LLC • info@urbancanopyworks.com • 859.638.2044 • urbancanopyworks.com

Step 2. Site Preparation & Implementation by City or Contractors. During any site preparation, construction, and tree installation work performed by City crews or hired contractors, UCW can provide project management and oversight such as reviewing contractual specifications, attending field meetings, monitoring, and inspecting work during various stages of the project. *Site Prep Costs: Hourly, estimated at \$5,000 - \$11,000.*

Step 3. Volunteer Planting Project Coordination. It is UCW's understanding that the family would like to install part of the new park using community volunteers. We are able to coordinate and run this event, with support from the City. While this can't be accurately be estimated until a design is in place and we know what installation work is suitable for volunteers, we have put together some basic estimates based on three stages and a few assumptions:

Event Planning and Preparation. UCW will coordinate with the City and Huffman family to determine the date and other logistics needed for the event. UCW can then reserve any tools and order trees and other materials needed for planting. We are assuming around 500+ small whips or 300+ five-gallon trees.

Event Promotion. UCW can aid the City and family in development of a promotion flier and social media text in effort to get volunteers and provide information on what volunteers should expect for the day, along with content on the importance of trees.

Assumption: City of Fairfield and family will be responsible for distribution of these materials and recruitment of volunteers through City social media, neighborhood groups, regional volunteer organizations, schools, etc.

Day of Event. UCW will coordinate the day of event work, including picking up trees, distributing them into correct locations, providing refreshments, welcoming volunteers, providing a tree planting demo and ongoing instruction to volunteers on how to plant, mulch, and water. At the close of the event, UCW will coordinate the clean up and return of all tools and other supplies.

Assumption: City to provide tables and any waivers (if needed). We also suggest someone from the City or family welcome the group and talk about the park project.

Volunteer Planting Event Costs: Hourly, estimated at \$5,000 - \$8,000. Assumes all material costs to be covered by the City or family.

Step 4. Maintenance Plan and Monitoring. To ensure the success of this project, the reforested areas will require maintenance. In the first few years after planting, maintenance levels will be higher than in later years. UCW will create a multi-year maintenance plan for the project. It will detail mowing schedules, watering, weed control, and monitoring tasks. It is assumed that City crews can perform the post-planting mowing, and that city crews and/or volunteers can perform the watering, weed control, remulching, and monitoring. If contractual services are desired for the maintenance tasks, then more information about the level of assistance is needed. In addition to the maintenance plan, UCW will provide 4 seasonal inspections the first year after completion. *Maintenance and Inspection Cost: Hourly, estimated at \$2,500 - \$3,500.*

Total Estimated Cost

The costs for Steps 1-4 is conveyed in an estimated range, primarily due to the fact that so much is yet unknown (scope of design, ideas from family on the volunteer event, etc.). Based on our hourly rate is \$95 and the scope written above, we anticipate total project cost as follows:

Total Estimate Range: \$12,900 - \$23,300

Any additional work beyond the scope of these two tasks can be provided on a project-by-project basis, or at \$95/hour plus expenses.

Please let me know if you need additional information or clarification about anything in this proposal. Or simply sign this proposal and return it to initiate the project. We look forward to working with you on this important project!

AGREEMENT

The specification of deliverables as set forth in this document has been agreed upon and accepted by the following authorized representatives of UCW and City of Fairfield (OH).

UCW Representative



April 6, 2022

Rachel Comte, Principal

City of Fairfield Representative

Signature

Date

Printed Name / Title

Additional UCW Services Available

ON-CALL/AS NEEDED COMMUNITY ARBORIST SERVICES

Urban Canopy Works is qualified and ready to assist you with a variety of responsibilities and tasks related to the management of public trees (planting, care, risk assessment and public interactions), tree protection in construction, and planning long-term strategies for a sustainable urban tree canopy and program. From just a few hours a month to a year-round role, and whether it is one specific project or multiple ongoing tasks, Urban Canopy Works can help whenever and however you need assistance. Representative services include:

Program Management Assistance:

- ✓ Maintaining urban forestry records (both inventory and work records)
- ✓ Writing project grants and completing Tree City USA applications
- ✓ Organizing Arbor Day ceremonies or other local programs and special events
- ✓ Attending city and neighborhood meetings

Tree Planting Project Assistance:

- ✓ Create a master street tree planting strategy
- ✓ Identify, prioritize, and mark street and park tree planting locations
- ✓ Assist in selecting appropriate species and size for new plantings
- ✓ Write or review tree purchase and/or planting specifications and bid documents
- ✓ Manage tree planting contractors before and during the planting process, including post-planting inspection of all trees and ensuring contractor adheres to specifications.
- ✓ Coordinate property owner communication
- ✓ Provide assistant in planning volunteer planting projects

Caring for Trees and Assessing Risk:

- ✓ Inspect trees for routine maintenance
- ✓ Assess trees for risk and provide prioritized corrective action
- ✓ Prepare tree maintenance contract specifications
- ✓ Supervise/inspect the work of tree care contractors
- ✓ Perform post-maintenance inspections

Tree Protection in Construction Projects:

- ✓ Attend pre-construction meetings
- ✓ Review site/project plans
- ✓ Recommend tree preservation techniques
- ✓ Provide on-site inspection during construction
- ✓ Perform post-construction monitoring

Special Technical Assistance

- ✓ Tree ordinance review/revision
- ✓ Aerial and underground utility coordination
- ✓ Inspect tree/infrastructure conflicts
- ✓ Performing tree value appraisals
- ✓ Urban Tree Canopy (UTC) assessment
- ✓ Public tree benefits calculations
- ✓ Urban forest management plans
- ✓ Tree care training for staff and volunteers

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HUMAN NATURE, LLC AND URBAN CANOPY WORKS, LLC TO COMPLETE THE LANDSCAPE ARCHITECTURE AND DESIGN PLANS FOR THE HUFFMAN PARK REFORESTATION PROJECT AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Human Nature, LLC and Urban Canopy Works, LLC to complete the landscape architecture and design plans for the Huffman Park Reforestation Project in accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this project commence by the fall of 2022; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Action Item
Regular Meeting - May 23, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Panaderia Y Restaurante el Camiono Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Panaderia Y Restaurante el Camiono LLC dba Serenella Freire, 5951 Boymel Drive, Ste. 5, Fairfield, OH 45014 (Permit Class D2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Panaderia Y Restaurante el Camiono LLC dba Serenella Freire, 5951 Boymel Drive, Ste. 5, Fairfield, OH 45014 (Permit Class D2).

Background/Synopsis: The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a D2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Panaderia.LiquorPermit

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



TO Steve Maynard, Police Chief
Greg Kathman, Development Services Director

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 05/09/22

Attached is a liquor permit application in the name of Panaderia Y Restaurante el Camiono LLC dba Serenella Freire, 5951 Boymel Drive, Ste. 5, Fairfield, OH 45014 (Permit Classes: D2).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, May 16, 2022** for the item to be added to Council's Regular Meeting agenda of Monday, May 23, 2022. If you are unable to meet this deadline, please let me know as soon as possible so that I may request a 30-day extension.

Thank you for your assistance.

c: Scott Timmer, City Manager
File

Attachment: Panaderia.LiquorPermit (3222 : Panaderia Y Restaurante el Camiono Liquor Permit)

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

1286075		NEW		PANADERIA Y RESTAURANTE EL CAMIONO LLC DBA SERENELLA FREIRE 5951 BOYMEL DRIVE STE 5 FAIRFIELD OH 45014
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 28 2022				
FILING DATE				
D2				
PERMIT CLASSES				
09	011	A	D37197	
TAX DISTRICT		RECEIPT NO.		
				FROM 05/02/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 05/02/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/02/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 1286075

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014

Attachment: Panaderia.LiquorPermit (3222 : Panaderia Y Restaurante el Camiono Liquor Permit)



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider

Attachment: Panaderia.LiquorPermit (3222 : Panaderia Y Restaurante el Camionero Liquor Permit)



DEPARTMENTAL CORRESPONDENCE

Date: 5/11/2022

To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director 

Subject: Liquor Permit Application

The business located at 5951 Boymel Dr. Suite 5, in the name of Panaderia Y Restaurante el Camiono LLC and doing business as Serenella Freire, is in the C-3, General Business Zoning District and is a permitted use as a restaurant.

Attachment: Panaderia.LiquorPermit (3222 : Panaderia Y Restaurante el Camiono Liquor Permit)



5951 BOYMEL DR 5

BOYMEL DR

Attachment: Panaderia.LiquorPermit (3222 : Panaderia Y Restaurante el Camiono Liquor Permit)

NAME OF ESTABLISHMENT Panaderia Y Restaurante El Camiono
 ADDRESS DBA Serenella Freire
5951 Boymel Drive Suite 5
Fairfield, OH 45014

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? | ☐ | ☒ |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? | ☐ | ☒ |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department? | ☐ | ☒ |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | ☐ | ☒ |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? | ☐ | ☒ |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? | ☐ | ☒ |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? | ☐ | ☒ |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? | ☐ | ☒ |

REMARKS:


 Greg Valandingham
 Acting Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: May 18, 2022

Attachment: Panaderia.LiquorPermit (3222 : Panaderia Y Restaurante el Camiono Liquor Permit)



City Council Resolution
Regular Meeting - May 23, 2022

Submitted by: John Clemmons,
 Submitting Department: Legal

Subject:

Resolution appointing initial Region 14 Representative

Legislation Title:

A Resolution appointing initial Region 14 Representative and Alternate Representative to the OneOhio Recovery Foundation, Inc. Board and declaring an emergency.

Recommendation:

The City appoint Greta Hochstetler Mayer as the initial Region 14 representative to the OneOhio Recovery Foundation, Inc. Board and appoint Karen Scherra as an alternate.

Background/Synopsis:

Mayor Rhodus has requested that this proposed legislation be added to the agenda. The City approved and signed the OneOhio Memorandum of Understanding which established OneOhio Foundation Recovery, Inc. to coordinate disbursement of settlement proceeds from opioid litigation. The city was been requested to appoint Greta Hochstetler Mayer as representative of Region 14 and Karen Scherra as alternate to the statewide foundation Board which will select projects to be funded from the Region's regional share.

Financial Impact:

None.

Emergency Provision Explanation:

The imminent distribution of opioid funds through the OneOhio Recovery Foundation, Inc. requires immediate appointment of a Region 14 representative to ensure the prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2022-05-16 5-11-22 Resolution - OneOhio Recovery Foundation Board Appointees v. 4
 Clean

RESOLUTION NO. _____**A RESOLUTION APPOINTING INITIAL REGION 14
REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE
ONEOHIO RECOVERY FOUNDATION, INC. BOARD AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Fairfield, is a Local Government that has adopted and approves The OneOhio Memorandum of Understanding ("The Memorandum"), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio's communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and

WHEREAS, this jurisdiction is a participant in Region 14 as established by The Memorandum; and

WHEREAS, pursuant to The Memorandum each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the statewide Foundation Board and selection of projects to be funded from the Region's regional Share; and

WHEREAS, the imminent distribution of Opioid Funds through the OneOhio Recovery Foundation, Inc. requires immediate appointment of a regional representative from this Region; and

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region; and

WHEREAS, Greta Hochstetler Mayer has expressed a willingness and ability to serve as the initial Region 14 Representative on the OneOhio Recovery Foundation, Inc. Board for an initial term that will begin by and upon concurrence of all Local Governments participating in Region 14, and end upon a successor appointment, resignation or removal by the regional board; and

WHEREAS, Karen Scherra has expressed a willingness and ability to serve as the initial Region 14 Alternate Representative on the OneOhio Recovery Foundation, Inc. Board for an initial term that will begin by and upon concurrence of all Local Governments participating in Region 14, and end upon a successor appointment, resignation or removal by the regional board; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fairfield, Ohio:

- Section 1. Subject to and effective upon the concurrence of all Local Governments (counties, cities, villages, townships) in Region 14, the City of Fairfield directs that Greta Hochstetler Mayer shall be appointed as the initial Region 14 Representative to the OneOhio Recovery Foundation, Inc. Board on an interim basis for a period not to exceed ninety (90) days pending Region 14 establishing a formal regional governance structure.
- Section 2. Subject to and effective upon the concurrence of all Local Governments (counties, cities, villages, townships) in Region 14, the City of Fairfield directs that Karen Scherra shall be appointed as the initial Region 14 Alternate Representative to the OneOhio Recovery Foundation, Inc. Board on an interim basis for a period not to exceed ninety (90) days pending Region 14 establishing a formal regional governance structure.
- Section 3. This Region 14 Representative and Alternate may exercise all authority of an OneOhio Recovery Foundation, Inc. Board member under Section D.3 through and including D.11 of The Memorandum during this initial appointment.
- Section 4. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.
- Section 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that is ensures prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio; wherefore, this Resolution shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Matt Young,
 Submitting Department: Public Utilities

Subject:

Contract for emergency repairs to the Hunter - Mack Water Transmission Main

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Howell Contractors, Inc. for an emergency repair to the Hunter - Mack 20-inch Water Transmission Main and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Howell Contractors, Inc. in the amount of \$62,500.00 from the Water Surplus Fund for the repair of the Hunter - Mack Water Transmission Main.

Background/Synopsis:

This emergency repair is needed to remove and replace 40 feet of the Hunter – Mack 20-inch Transmission Water Main just east of Pleasant Avenue on John Gray Road. This transmission main is a vital part of the City’s water distribution system, and is used to convey water from the west side of the city to the east side of the city. This main has experienced 5 breaks in the last 10 years - all in this one particular 40-foot-long section. Four of these 5 breaks have occurred since 2016. City staff believes localized corrosive soils is the primary cause of the pipe failures.

Staff recently consulted with GRW Engineers (GRW) of Lexington to evaluate the long-term integrity of this existing main and evaluate options for repairs and improvements. During this evaluation, another leak was discovered and is currently ongoing requiring attention. Staff evaluated the current break and considered recommendations contained in GRW’s report titled ‘Evaluation of the Hunter-Mack Pressure Zone 20-inch Transmission Main’. It was decided that the best long-term solution was to proceed with a permanent repair in this 40-foot-long section incorporating technology included in GRW’s Evaluation – including cathodic protection.

The City solicited competitive bids from 3 contractors who have a history of performing emergency work within the City and have the necessary resources available to perform the required work. This project was not advertised due to the time-sensitive nature of the emergency situation. Staff is recommending that the bid be awarded to Howell Contractors, Inc. as they provided the lowest and best bid. The 3 bids are shown in the attached sheets.

Financial Impact:

Funding for this project is included in the 2022-2026 Capital Improvement Program under project number 2WT10 – Small Water Line Improvements. The funding source is the Water Surplus Fund. A small amount of contingency funding is also requested for this project.

Emergency Provision Explanation:

As there is a known, ongoing leak, and as this is a transmission main between two water tanks, it is imperative that this repair is performed as soon as possible to avoid unplanned water disruptions or other negative impacts to the water distribution system.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. HCI - John Gray repair - proposal form
2. Smithcorp - John Gray Road 20in Transmission Main Repair Proposal
3. JWB_John Gray repair - proposal form
4. Howell Contractors-Ord

John Gray Road - 20" Transmission Main Repair
Fairfield, Ohio - Public Utilities Department

Project Proposal Form - Due ASAP

Contractor Name: *Howell Contractors Inc.*

Estimated Start Date of Project:

Proposal Date: *5/5/2022*

Estimated Completion Date of Project:

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Install and backfill 20" ductile iron pipe supplied by the city - Poly wrap supplied by contractor.	40	LF	<i>840</i>	<i>33,600</i>
2	Install 20 x 8 tee, 8 x 6 reducer, 6" gate valve and box including temporary flush port (if needed) - Restrained joint fittings and accessories supplied by the City.	1	EA	<i>1,500</i>	<i>1,500</i>
3	Install and backfill 6" ductile iron pipe - pipe supplied by the city, polywrap supplied by the contractor.	35	LF	<i>200</i>	<i>7,000</i>
4	Install fire hydrant - supplied by the City.	1	EA	<i>2,000</i>	<i>2,000</i>
5	Install anodes on existing 20" pipe near repair	2	EA	<i>500</i>	<i>1,000</i>
6	#301 Base asphalt to grade	1	LS	<i>11,000</i>	<i>11,000</i>
7	Traffic control - per drawing	1	LS	<i>747</i>	<i>747</i>
TOTAL PROPOSED PROJECT COST					<i>56,847⁰⁰</i>

Paul B. J.P.

Notes :

All work to be performed in accordance with latest edition of Fairfield's 'Design, Construction, and Materials Specification' Handbook; **Prevailing wages apply.**

Project to be awarded based on lowest and best proposal. City reserves right to reject all proposals.

Contractor will need to haul all supplies supplied by the City from 5201 Groh Lane to the project site.

Materials to be provided by City: 20x8 tee, 8x6 reducer, 6" gate valve and box. (2) 20" sleeves, 40' of 20" pipe, 40' of 6" pipe, accessories and fieldlok for 6".

Materials supplied by contractor: Polywrap, gravel, LSM 50, #301 asphalt.

Any concrete damaged by the work within 10' on either side of the 6" pipe will be repaired by the City. All other concrete should be protected.

The 20" main can be shut down for 8-10 hours. The contractor shall coordinate with the City.

City to provide dump site at the Water/Wastewater complex.

**John Gray Road - 20" Transmission Main Repair
Fairfield, Ohio - Public Utilities Department**

Project Proposal Form - Due 3:00 PM on 05/03/2022

Contractor Name: SmithCorp Inc.

Estimated Start Date of Project: 6/6/22

Proposal Date: 5/3/2022

Estimated Completion Date of Project: 6/20/22

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Install and backfill 20" ductile iron pipe supplied by the city - Poly wrap supplied by contractor.	40	LF	\$525.00	\$21,000.00
2	Install 20 x 8 tee, 8 x 6 reducer, 6" gate valve and box including temporary flush port (if needed) - Restrained joint fittings and accessories supplied by the City.	1	EA	\$7,500.00	\$7,500.00
3	Install and backfill 6" ductile iron pipe - pipe supplied by the city, polywrap supplied by the contractor.	35	LF	\$350.00	\$12,250.00
4	Install fire hydrant - supplied by the City.	1	EA	\$3,500.00	\$3,500.00
5	Install anodes on existing 20" pipe near repair	2	EA	\$1,500.00	\$3,000.00
6	#301 Base asphalt to grade	1	LS	\$8,500.00	\$8,500.00
7	Traffic control - per drawing	1	LS	\$2,750.00	\$2,750.00
TOTAL PROPOSED PROJECT COST					\$58,500.00

Notes :

All work to be performed in accordance with latest edition of Fairfield's 'Design, Construction, and Materials Specification' Handbook; **Prevailing wages apply**.

Project to be awarded based on lowest and best proposal. City reserves right to reject all proposals.

Contractor will need to haul all supplies supplied by the City from 5201 Groh Lane to the project site.

Materials to be provided by City: 20x8 tee, 8x6 reducer, 6" gate valve and box. (2) 20" sleeves, 40' of 20" pipe, 40' of 6" pipe, accessories and fieldlok for 6".

Materials supplied by contractor: Polywrap, gravel, LSM 50, #301 asphalt.

Any concrete damaged by the work within 10' on either side of the 6" pipe will be repaired by the City. All other concrete should be protected.

The 20" main can be shut down for 8-10 hours. The contractor shall coordinate with the City.

City to provide dump site at the Water/Wastewater complex.

**John Gray Road - 20" Transmission Main Repair
Fairfield, Ohio - Public Utilities Department**

Project Proposal Form - Due 3:00 PM on 05/03/2022

Contractor Name: **JW Brennan Excavating LLC**

Estimated Start Date of Project:

Proposal Date: **5/3/2022**

Estimated Completion Date of Project:

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Install and backfill 20" ductile iron pipe supplied by the city - Poly wrap supplied by contractor.	40	LF	\$ 1,196.70	\$ 47,868.00
2	Install 20 x 8 tee, 8 x 6 reducer, 6" gate valve and box including temporary flush port (if needed) - Restrained joint fittings and accessories supplied by the City.	1	EA	\$ 5,120.00	\$ 5,120.00
3	Install and backfill 6" ductile iron pipe - pipe supplied by the city, polywrap supplied by the contractor.	35	LF	\$ 135.00	\$ 4,725.00
4	Install fire hydrant - supplied by the City.	1	EA	\$ 1,000.00	\$ 1,000.00
5	Install anodes on existing 20" pipe near repair	2	EA	\$ 1,212.50	\$ 2,425.00
6	#301 Base asphalt to grade	1	LS	\$ 10,172.50	\$ 10,172.50
7	Traffic control - per drawing	1	LS	\$ 1,240.00	\$ 1,240.00
TOTAL PROPOSED PROJECT COST					\$ 72,550.50

Notes :

All work to be performed in accordance with latest edition of Fairfield's 'Design, Construction, and Materials Specification'

*Handbook; **Prevailing wages apply** .*

Project to be awarded based on lowest and best proposal. City reserves right to reject all proposals.

Contractor will need to haul all supplies supplied by the City from 5201 Groh Lane to the project site.

Materials to be provided by City: 20x8 tee, 8x6 reducer, 6" gate valve and box. (2) 20" sleeves, 40' of 20" pipe, 40' of 6" pipe, accessories and fieldlok for 6".

Materials supplied by contractor: Polywrap, gravel, LSM 50, #301 asphalt.

Any concrete damaged by the work within 10' on either side of the 6" pipe will be repaired by the City. All other concrete should be protected.

The 20" main can be shut down for 8-10 hours. The contractor shall coordinate with the City.

City to provide dump site at the Water/Wastewater complex.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOWELL CONTRACTORS, INC. FOR AN EMERGENCY REPAIR TO THE HUNTER-MACK 20-INCH WATER TRANSMISSION MAIN AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Howell Contractors, Inc. for an emergency repair to the Hunter-Mack 20-inch water transmission main in accordance with the bid on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding due to the need to repair an on-going leak immediately.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that there is a known, ongoing leak and as this is a transmission main between two water tanks, it is imperative that this repair is performed as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Howell Contractors-Ord

Attachment: Howell Contractors-Ord (3210 : Contract for emergency repairs to the Hunter - Mack Water Transmission Main)



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract with Landmark Structures and appropriations for Port Union Water Tower construction

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Landmark Structures I, LP, for the construction of the Port Union Water Storage Tower and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with Landmark Structures I, LP, and appropriate project funding in the amount of \$5,422,000.00 for the Port Union Water Storage Tower Construction Project. Rules suspension is being requested in order to expedite the project.

Background/Synopsis:

The City currently owns five (5) water storage towers. Continued industrial growth and water demand on the eastern side of the City now requires the construction of a sixth water tower to ensure sufficient water service capacity and fire protection capabilities. The City has acquired property on Port Union Road for the purpose of constructing this sixth tower.

This project will result in the construction of new elevated 'composite-style' (concrete pedestal; steel bowl) water storage tower with a capacity of 1,250,000 gallons. The tower will have a high-water level of 164.9 feet; the structure in total will be approximately 170 feet tall. The project also includes but is not limited to: all related underground utility piping; electrical service; asphalt and concrete driveway improvements; etc. See attached engineering sheets (4, 5, 9) for additional information about the tower design and site layout.

The project was prepared for formal competitive bidding, with four (4) bids received on May 16, 2022. Staff recommends that the bid be awarded to Landmark Structures I, LP, of Fort Worth, Texas, the lowest and best bidder. Bids are summarized on the attached sheet. A contractual appropriation, including contingency, is requested in the amount of \$5,422,000.00.

CT Engineers, the design engineer assisting the City on this project, provided a letter of reference for Landmark Structures I, LP, which is also attached for Council review.

Financial Impact:

A contractual appropriation is requested for Landmark Structures I, LP in the amount of \$5,422,000.00 including contingency. Funding for this project was approved in the 2022-2026 Capital Improvement Program (CIP) under project number 2WT25 – New Water Tower. The project will be debt-financed, likely through the Ohio Water Development Authority's (OWDA) 'market rate program'.

Emergency Provision Explanation:

Emergency provision is requested to expedite the project. The City's objective is to have the contractor commence final tower design and site grading and foundation work immediately, with a final completion date of around October 2023. Preserving this construction schedule is critical so that the City can supply new anticipated water demands from commercial and industrial users.

Rule Suspension Requested:

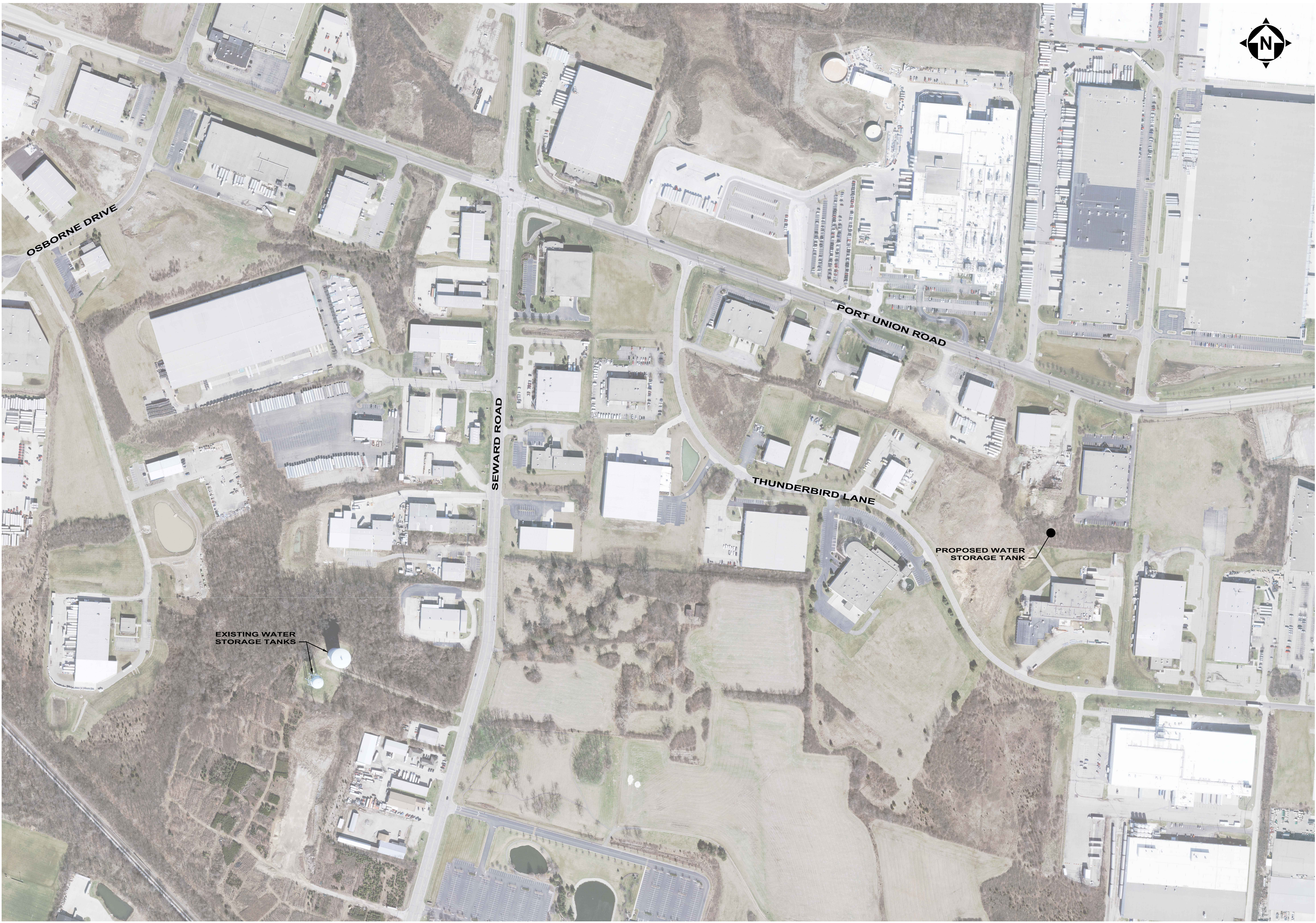
Yes

Emergency Provision Needed:

Yes

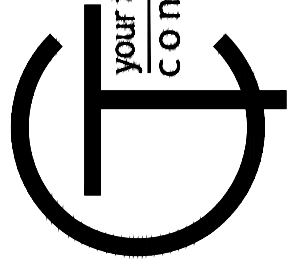
Attachments:

1. Sheet 4 Port Union Tank
2. Sheet 5 Port Union Tank
3. Sheet 9 Port Union Tank
4. 2022 Port Union Water Tower - Bid Tabulation
5. Port Union Water Tower Bid Results Letter 051622
6. Landmark Structure-Ord



BID SET

your trusted advisor
consultants



engineers
architects
planners

ISSUED FOR:	BIDDING	NO	REVISION	DATE
ISSUE DATE:	4/28/22			
SCALE:	1" = 200'			
DESIGNED BY:	ND			
DRAWN BY:	AGD			
CHECKED BY:	KAB			

CITY OF FAIRFIELD
PORT UNION WATER TOWER
BUTLER COUNTY, OHIO

AREA PLAN

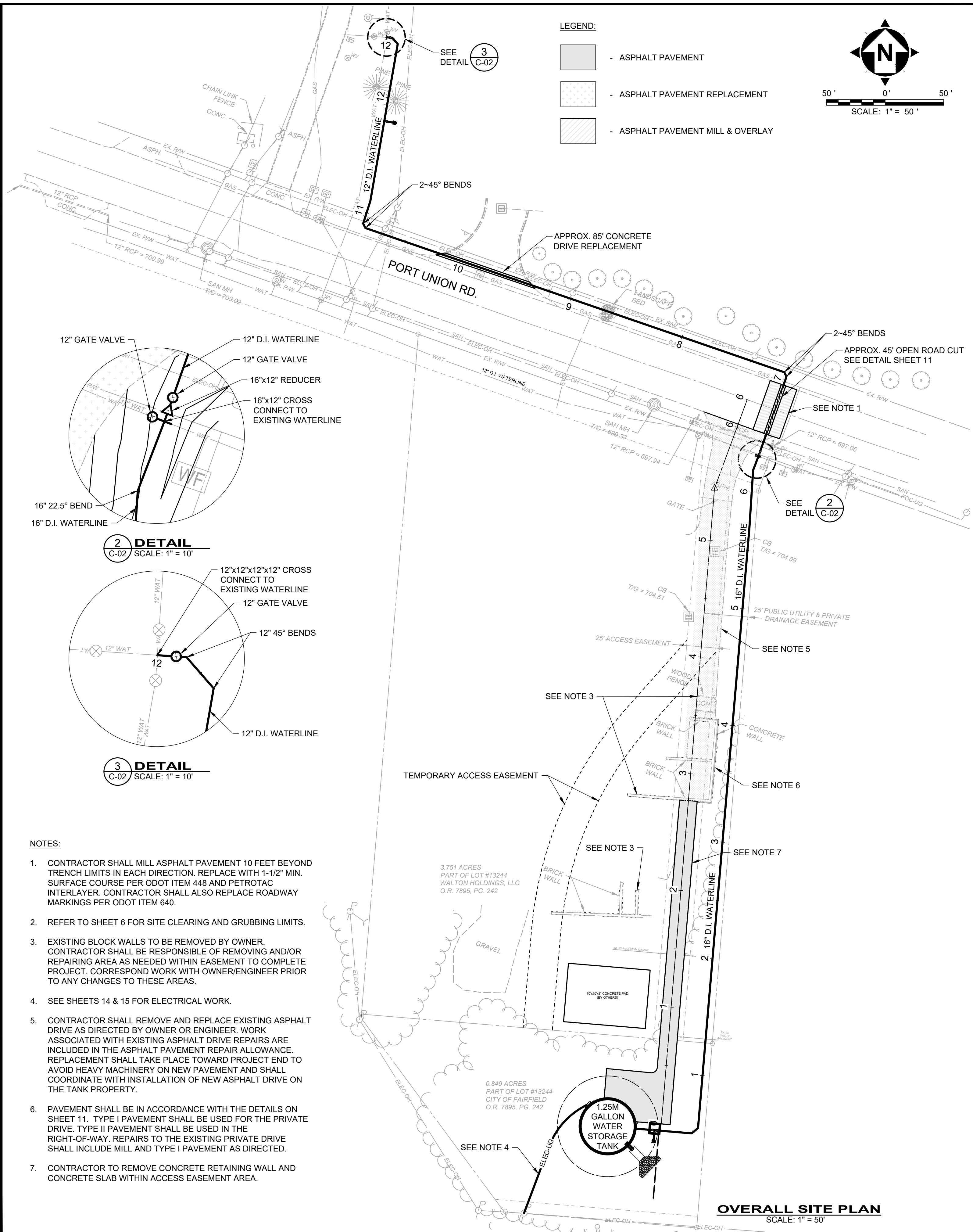
PROJECT NO. 211117	
DISCIPLINE CIVIL	
SHEET NAME C-01	
SHEET 4	OF 15

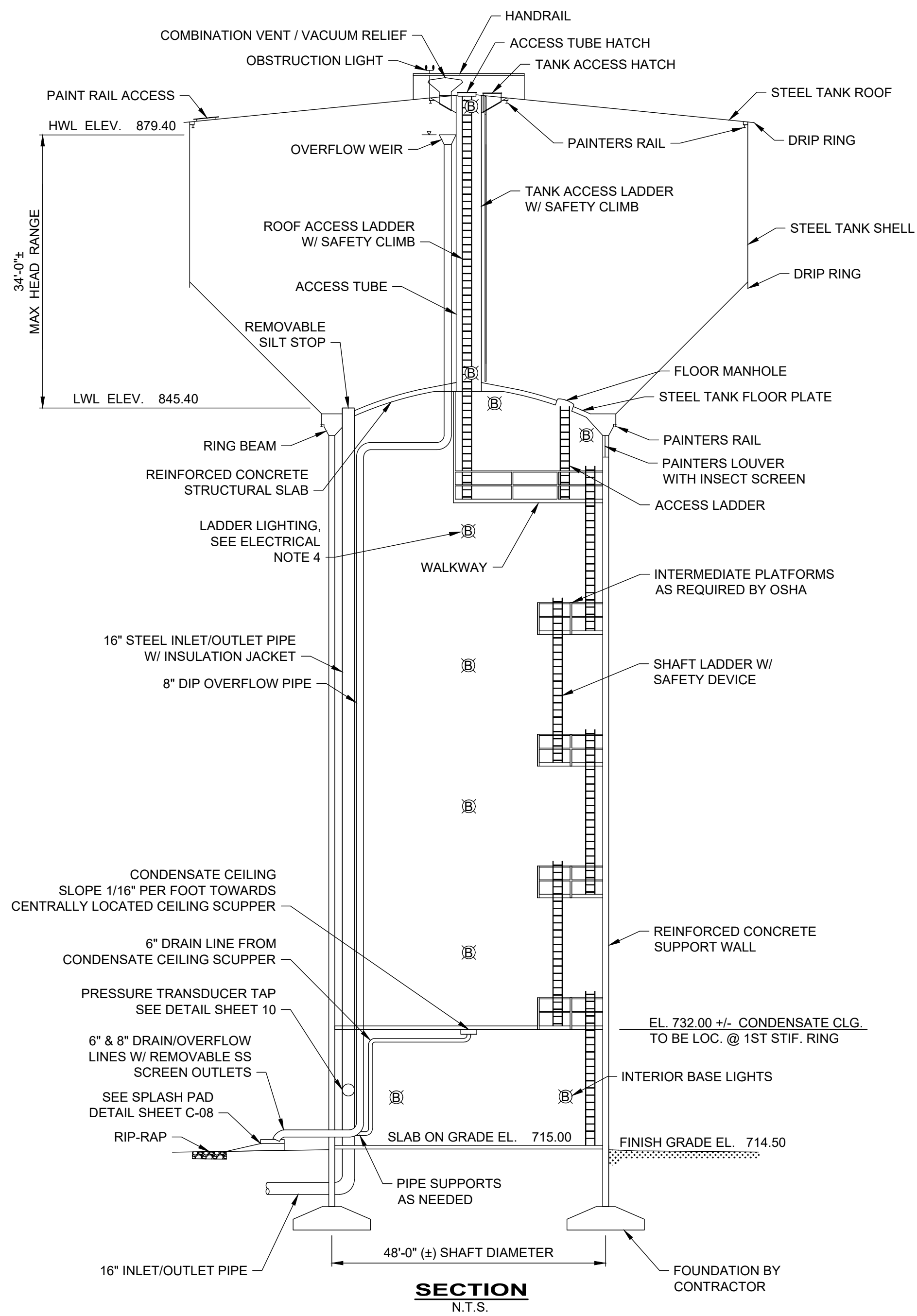
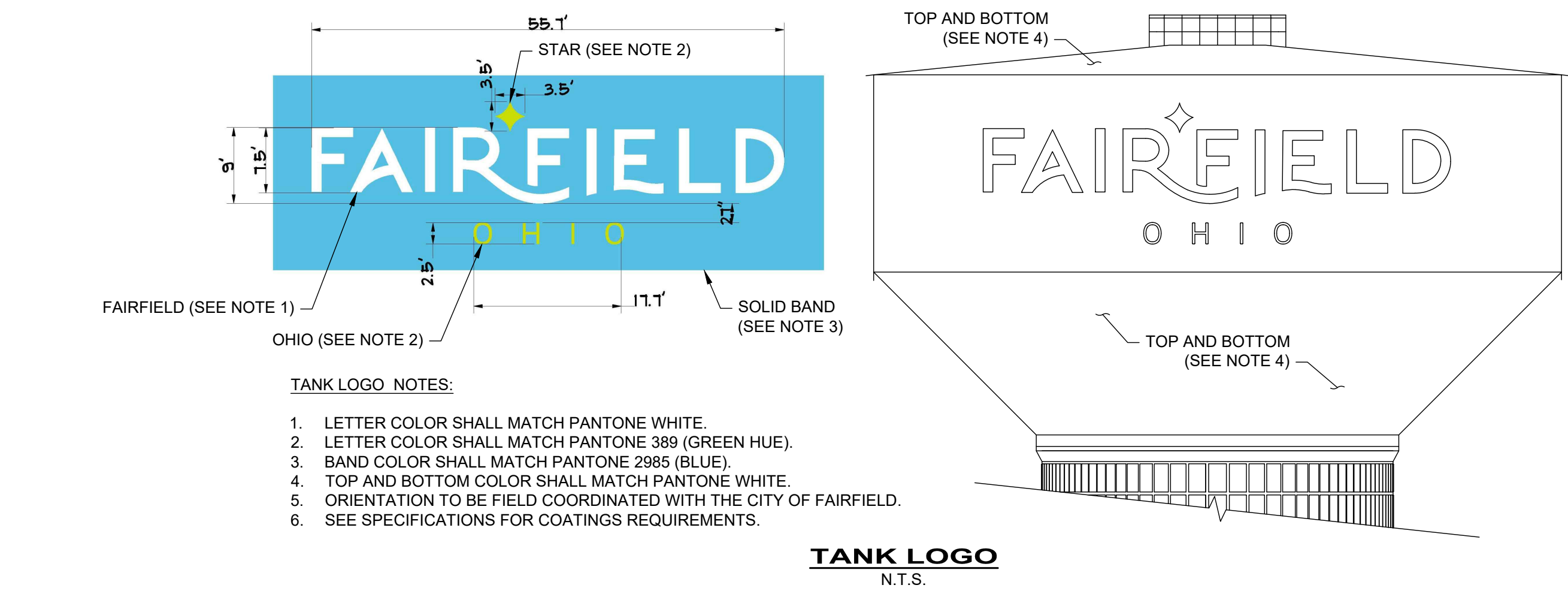
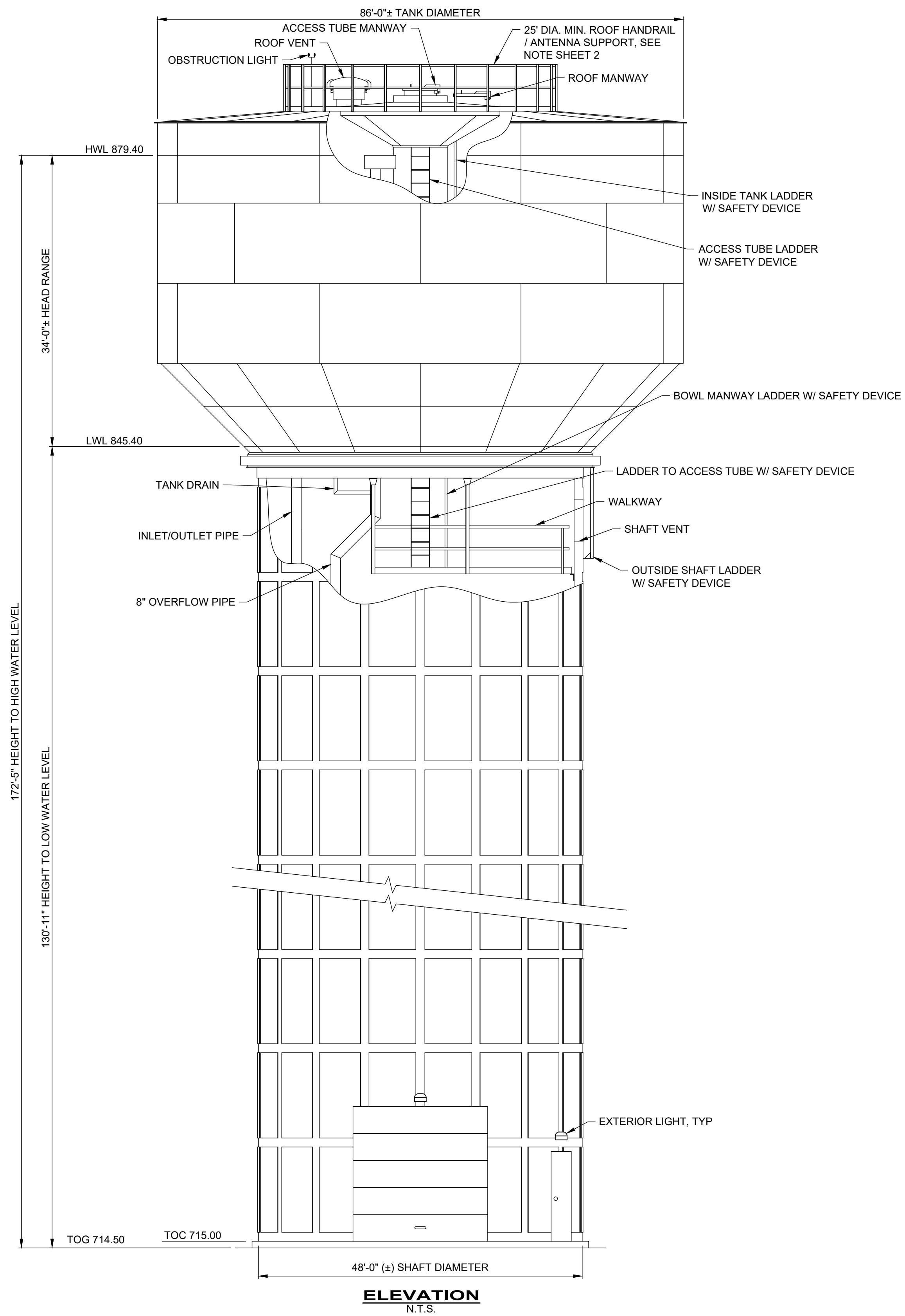
Attachment: Sheet 4 Port Union Tank (3211 : Contract with Landmark Structures and appropriations for Port Union Water Tower construction)

CITY OF FAIRFIELD
PORT UNION WATER TOWER
BUTLER COUNTY, OHIO

SITE PLAN

PROJECT NO.	
211117	
DISCIPLINE	
CIVIL	
SHEET NAME	
C-02	
SHEET	OF
5	15





BID SET

your trusted advisor
consultants
engineers
architects
planners

ISSUED FOR:	BIDDING	NO	REVISION	DATE
ISSUE DATE:	4/28/22			
SCALE:	AS SHOWN			
DESIGNED BY:	ND			
DRAWN BY:	AGD			
CHECKED BY:	KAB			

CITY OF FAIRFIELD
PORT UNION WATER TOWER
BUTLER COUNTY, OHIO

WELDED COMPOSITE WST
DETAILS - 2

PROJECT NO.	211117
DISCIPLINE	CIVIL
SHEET NAME	C-06
SHEET	OF
9	15

City of Fairfield

Bid Tabulation for "2022 Port Union Water Tower Construction Project"

Bid Opening: May 16, 2022

Engineer's Estimate: \$4,804,340.00

				BIDDER (Name/Address/Phone)							
				Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219 502-964-3361				CB&I Storage Tank Solutions LLC 14105 South Route 59 Plainfield, IL 60544 815-439-6539			
Item	Description	Quan.	Unit	Labor	Material	Unit Price	Total Price	Labor	Material	Unit Price	Total Price
1	Bonds and Insurance	1	Lump		\$ 139,900.00	\$ 139,900.00	\$ 139,900.00		\$ 111,361.00	\$ 111,361.00	\$ 111,361.00
2	Mobilization/Demobilization	1	Lump	\$ 65,000.00		\$ 65,000.00	\$ 65,000.00	\$ 215,919.00		\$ 215,919.00	\$ 215,919.00
3	16" Waterline (DI CL 53) including fittings, backfill, bedding, trench restoration, pavement repair and all appurtenances for a complete installation	633	LF	\$ 140.00	\$ 140.00	\$ 280.00	\$ 177,240.00	\$ 149.00	\$ 149.00	\$ 297.00	\$ 188,052.00
4	12" Waterline (DI CL 53) including fittings, backfill, bedding, trench restoration, pavement repair and all appurtenances for a complete installation	625	LF	\$ 153.00	\$ 140.00	\$ 293.00	\$ 183,125.00	\$ 162.00	\$ 149.00	\$ 311.00	\$ 194,296.00
5	16" Gate Valve	2	Ea	\$ 3,400.00	\$ 10,000.00	\$ 13,400.00	\$ 26,800.00	\$ 3,607.00	\$ 10,610.00	\$ 14,217.00	\$ 28,435.00
6	12" Gate Valve	2	Ea	\$ 2,000.00	\$ 3,720.00	\$ 5,720.00	\$ 11,440.00	\$ 2,122.00	\$ 3,947.00	\$ 6,069.00	\$ 12,138.00
7	Fire Hydrant, including 6" anchoring pipe, 6" gate valve, valve box and restoration	2	Ea	\$ 2,830.00	\$ 5,000.00	\$ 7,830.00	\$ 15,660.00	\$ 3,003.00	\$ 5,305.00	\$ 8,308.00	\$ 16,615.00
8	Water Storage Tank, Complete	1	Lump	\$ 2,411,700.00	\$ 3,617,450.00	\$ 6,029,150.00	\$ 6,029,150.00	\$ 2,124,680.00	\$ 3,187,018.00	\$ 5,311,698.00	\$ 5,311,698.00
9	Erosion Protection, as per plan	1	Lump	\$ 6,000.00	\$ 7,455.00	\$ 13,455.00	\$ 13,455.00	\$ 6,366.00	\$ 7,910.00	\$ 14,276.00	\$ 14,276.00
10	Site Grading, Restoration and Appurtenances	1.00	Lump	\$ 120,000.00	\$ 20,000.00	\$ 140,000.00	\$ 140,000.00	\$ 127,320.00	\$ 21,220.00	\$ 148,540.00	\$ 148,540.00
11	Asphalt Drive	630	SY	\$ 70.00	\$ 121.00	\$ 191.00	\$ 120,330.00	\$ 74.00	\$ 128.00	\$ 203.00	\$ 127,670.00
12	Asphalt Pavement Replacement Allowance	1	Lump			\$ -	\$ 75,000.00			\$ -	\$ 75,000.00
Total Base Bid Amount							\$ 6,997,100.00				\$ 6,444,000.00

These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council.

There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

Attachment: 2022 Port Union Water Tower - Bid Tabulation (3211 : Contract with Landmark Structures

BIDDER (Name/Address/Phone)							
Landmark Structures 1665 Harmon Road Fort Worth, TX 76177 817-439-8888				Phoenix Fabricators & Erectors 182 S County Road 900 E Avon, IN 46123 270-318-1217			
Unit Price	Material	Unit Price	Total Price	Unit Price			Total Price
\$ 1,000.00	\$ 54,000.00	\$ 55,000.00	\$ 55,000.00	\$ 80,000.00		\$ 80,000.00	\$ 80,000.00
\$ 10,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00
\$ 120.00	\$ 150.00	\$ 270.00	\$ 170,910.00	\$ 160.00	\$ 160.00	\$ 320.00	\$ 202,560.00
\$ 100.00	\$ 130.00	\$ 230.00	\$ 143,750.00	\$ 165.00	\$ 150.00	\$ 315.00	\$ 196,875.00
\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 24,000.00	\$ 4,200.00	\$ 12,000.00	\$ 16,200.00	\$ 32,400.00
\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,820.00	\$ 6,820.00	\$ 13,640.00
\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 14,000.00	\$ 2,930.00	\$ 6,000.00	\$ 8,930.00	\$ 17,860.00
\$ 2,968,000.00	\$ 1,446,000.00	\$ 4,414,000.00	\$ 4,414,000.00	\$ 2,929,300.00	\$ 3,580,205.00	\$ 6,509,505.00	\$ 6,509,505.00
\$ 2,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 8,560.00	\$ 15,560.00	\$ 15,560.00
\$ 128,340.00	\$ 20,000.00	\$ 148,340.00	\$ 148,340.00	\$ 140,000.00	\$ 30,000.00	\$ 170,000.00	\$ 170,000.00
\$ 25.00	\$ 25.00	\$ 50.00	\$ 31,000.00	\$ 80.00	\$ 140.00	\$ 220.00	\$ 138,600.00
		\$ -	\$ 75,000.00			\$ -	\$ 75,000.00
			\$ 5,164,000.00				\$ 7,502,000.00



May 16, 2022

Adam Sackenheim, Public Works Director
City of Fairfield
5021 Groh Lane
Fairfield, Ohio 45014

Re: Port Union Water Tower Bid Results

Dear Mr. Sackenheim:

Bids were received for the above referenced project on May 16, 2022. The bids ranged from a low bid of \$5,164,500.00 to a high bid of \$7,502,000.00 as compared to the Opinion of Probable Construction Cost of \$4,804,340.00.

The low bidder for this improvement is Landmark Structures of Fort Worth, Texas. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact me.

Respectfully,

CT Consultants, Inc.

Nicole L. Diak, PE
Senior Engineer

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LANDMARK STRUCTURES I, LP, FOR THE CONSTRUCTION OF THE PORT UNION WATER STORAGE TOWER AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Landmark Structures I, LP for the construction of the Port Union Water Storage Tower in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this project be completed by October, 2023; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Landmark Structures-Ord

Attachment: Landmark Structure-Ord (3211 : Contract with Landmark Structures and appropriations for Port Union Water Tower construction)



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract with Dixon Engineering for water engineering services, and related project appropriations

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Dixon Engineering for professional engineering and inspection services associated with the City's planned Port Union Road Water Storage Tower Construction project.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Dixon Engineering and appropriate \$106,100.00 for engineering and inspection services associated with the City's planned Port Union Road Water Storage Tower Construction project.

Background/Synopsis:

The City currently owns five (5) water storage towers. Continued industrial growth and water demand on the eastern side of the City now requires the construction of a sixth water tower to ensure sufficient water service capacity and fire protection capabilities. The City has acquired property on Port Union Road for the purpose of constructing this sixth tower. The new tower has been designed and engineered and permitted. The tower construction project was prepared for competitive bidding, with bids opened on 5/16/2022.

To ensure the quality and integrity of the tower construction work, the City proposes to secure third-party technical inspection support for this project. Technical support and resident project representation services will be provided by Dixon Engineering per the attached proposal. Dixon Engineering is a firm that specializes in water tower coating systems and water tower erection / fabrication work, and has inspected all City of Fairfield water tower rehabilitation projects for at least the past 7 years. Dixon Engineering has great familiarity with City of Fairfield specifications and project objectives.

A contractual appropriation is requested for Dixon Engineering for these professional services in the amount of \$106,100.00.

Rules suspension is requested to expedite project advancement. The City has an aggressive tower construction schedule with a project completion date of October 2023.

Financial Impact:

Funding for this project is included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WT25 – New Water Tower. The project will be debt-financed.

Rule Suspension Requested:

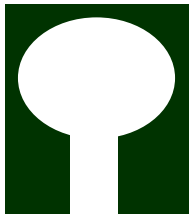
Yes

Emergency Provision Needed:

No

Attachments:

1. 2022 Fairfield OH New Construction 1.25 MG (Port Union) Proposal - DIXON
2. Dixon Engineering-Ord



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

12.C.3.a

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-322
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of Fairfield, Ohio** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Shop Observations, Technical Specifications, Contract Documents, Project Administration, Prebid Meeting, Preconstruction Meeting, Progress Meeting, Weld Observation, Wet Interior, Exterior, Dry Interior Coating Observations, Pit Piping, and One (1) Year Warranty (Dry) on the 1,250,000 Gallon Composite (Port Union) New Construction** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount **\$106,100.**

Proposals / Agreement Signatures

Keith Marcum, Project Manager December 15, 2021

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
----------------------------	----------	------

Co SIGNATURE (if required)	POSITION	DATE
----------------------------	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Adam Sackenheim

Address for Owner’s receipt of notices:

City of Fairfield

5021 Groh Lane

Fairfield, OH 45014

Email: asackenheim@fairfield-city.org

Designated Person: Keith Marcum

Address for DIXON’s receipt of notices:

Dixon Engineering, Inc.

1104 Third Ave.

Lake Odessa, MI 48849

Email: keith.marcum@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

EXHIBIT A: Agreement Between
Owner and DIXON

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

- A. Basic Services:
 - 1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
 - 2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - 3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
 - 4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
 - 5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
 - 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
 - 8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.
- B. Design Phase – RPR Services–None
- C. Design Phase – Owner's Responsibility:
 - 1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
 - 2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
 - 3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:**A. Basic Services:**

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.
10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.**C. Bidding and Contract Documents Phase-Owner Responsibilities**

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document.

- If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
 4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. Construction Phase DRR Services for New Construction:

1. Perform services expected of DIXON DRR and detailed in the EJCDC Construction Contract General Conditions GC-700-18.
2. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
3. Attend additional requested progress meeting.
4. RPR Services: Shop Observation.
 - a. Review coating mixing, thinning, and manufacturer's application requirements.
 - b. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - c. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
 - d. Verify cure prior to stacking and loading panels.
 - e. Prepare daily observation reports detailing above mentioned items and daily progress. (See Exhibit C for minimum daily and weekly hours for RPR).
5. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
6. Hold Points for Welds - Observe, Record, Report, and:
 - a. Observe steel delivered to Site for thickness, conformance to specifications, and quantity.
 - b. Review initial erection procedures and qualifications of all welders.
 - c. Observe welding procedures and practices and completed welding. Select locations for radiographic observation of steel welded at ground level.

- d. Observe welding procedures and practices and welding completed in the air. Select locations on completed aerial construction for radiographic observation of erected steel.
 - e. X-rays located and taken by the Contractor, located, and observed by DRR are the property of the Owner. DRR will collect all x-rays and send them to a DIXON CWI or Project Engineer, for final review and report. After review DIXON will send the x-rays along with the CWI's report to Engineer.
 - f. Review construction for completeness, installation of tank appurtenances, and final observation of all welding prior to withdrawal of the erection crew and removal of access equipment.
7. Hold Point - Coating Wet Interior - Observe, Record, Report, and:
- a. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created.
 - b. Abrasive blast cleaning prior to application of the prime coat.
 - c. Prime coat prior to application of the intermediate coat.
 - d. Intermediate coat prior to application of the stripe or topcoat.
 - e. Stripe coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications.
 - g. Use high/low voltage holiday detection on wet interior.
8. Hold Point Coating Exterior - Observe, Record, Report, and:
- a. LPWC for thoroughness and compliance with a minimum-specified standard for abrasive blast cleaning.
 - b. Abrasive blast cleaning prior to primer application.
 - c. Prime coat prior to application of the intermediate coat.
 - d. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - e. Urethane intermediate coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications. Check foundations coating for compliance with specifications.
 - g. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements
9. Hold Point Coating - Dry Interior - Observe, Record, Report, and:
- a. LPWC for thoroughness and compliance with specifications.
 - b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created.
 - c. Prime coat prior to application of the intermediate coat.
 - d. Intermediate coat prior to application of the stripe or topcoat.
 - e. Stripe coat prior to application of topcoat.
 - f. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
10. Hold Point Coating - Pit Piping - Observe, Record, Report, and:
- a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
 - b. Abrasive blast cleaning, prior to application of primer.
 - c. Prime coat prior to application of the stripe or topcoat.
 - d. Stripe coat prior to application of topcoat.
 - e. Topcoat for compliance with specifications.
11. Hold Point - Project Finalization:
- a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.

- f. Create a second punch list if needed before finalization.
- g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

A1.04 Post Construction Phase:

A. Basic Services:

1. One Year Warranty Observations - Drained Interior and Exterior Observation
 - a. Flush the interior tank surfaces with high pressure water to remove all mud and silt from painted surfaces and perform rough adhesion test.
 - b. Inspect interior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Contractor.
 - c. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages.
 - d. Prepare and submit a letter report (2 copies) detailing condition of items inspected, and recommendations concerning the above work, if any, and recommendations for the next maintenance inspection.
 - e. Chlorinate the tank per AWWA Method No. 3 C-652. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

B. Post Construction Phase - Owner's Responsibilities:

1. One Year Warranty Observation – Drained:
 - a. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
 - b. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if it is desired to reduce the amount of time required for cleaning.
 - c. Remove from site, mud, cathodic rods, or paraphernalia removed from the tank, if necessary.
 - d. Perform bacteriological testing prior to returning tank to service.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

EXHIBIT C: Agreement Between
Owner and DIXON

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.00 Hold Point Observations:

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **One Hundred, Six Thousand, One Hundred Dollars, \$106,100** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$11,000	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.02-Pre-Bid Meeting			\$1,200	Unit Price
A1.03-Preconstruction Meeting			\$1,200	Unit Price
A1.03-Progress Meeting	3	\$1,000	\$3,000	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$3,000	Lump Sum
A1.03-Shop Observations			\$20,000	Standard Hourly Rate
A1.03 Weld Observation	8	\$1,500	\$12,000	Unit Price
A1.03-RPR Services Critical Phase	40	\$1,255	\$50,200	Unit Price
A1.04-Warranty Observation			\$3,500	Lump Sum
Total			\$106,100	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$265.00
CWI Welding RPR	\$155.00	\$233.00
DIXON Level 3 or NACE certified Level 3 RPR	\$117.00-\$155.00	\$176.00-\$233.00
DIXON Level 2 or NACE Level 2 RPR	\$107.00-\$140.00	\$160.00-\$210.00
DIXON Level 1 or NACE Level 1 RPR	\$98.00-\$107.00	\$148.00-\$160.00
Contract Support Staff	\$123.00-150.00	\$185.00-\$225.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$140.00 per diem	\$130.00 per diem
Meals	\$52.00 per diem	\$48.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2022 (Revised: 8/16/2021)

EXHIBIT E: Agreement Between
Owner and DIXON

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

EXHIBIT IR: Agreement Between
Owner and DIXON

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
- | | |
|---|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$1,000,000 |
| 2) Bodily injury by disease, each employee: | \$1,000,000 |
| 3) Bodily injury/disease, aggregate: | \$1,000,000 |
| 3. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate | \$2,000,000 |
| 4. Excess or Umbrella Liability | |
| 1) Per Occurrence: | \$5,000,000 |
| 2) General Aggregate: | \$5,000,000 |
| 5. Automobile Liability | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | \$1,000,000 |
| 6. Professional Liability -- | |
| 1) Each Claim Made | \$2,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DIXON ENGINEERING FOR PROFESSIONAL ENGINEERING AND INSPECTION SERVICES ASSOCIATED WITH THE CITY'S PLANNED PORT UNION ROAD WATER STORAGE TOWER CONSTRUCTION PROJECT.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Dixon Engineering for professional engineering and inspection services associated with the City's planned Port Union Road Water Storage Tower Construction project in accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed _____
 Posted _____
 First Reading _____
 Second Reading _____
 Third Reading _____

Mayor's Approval _____

Rules Suspended _____

ATTEST:

 Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

 Clerk of Council



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Consultant Selection for 5072-5174 Pleasant Avenue Right of Way and Parking Lot Improvement Design

Legislation Title:

Ordinance to authorize the City Manager to enter into an agreement with the Kleingers Group to design the improvements to the right of way and parking lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into the attached agreement with the Kleingers Group to design the improvements to the Right of Way and Parking Lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into the attached agreement with the Kleingers Group to design the improvements to the Right of Way and Parking Lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue. Improvements to be investigated include new curb, sidewalk, landscaping, lighting, commercial signage, storm sewer work, parking lot paving, and parking lot pavement markings.

A concept plan developed by the City Engineer is included for Council's consideration. This plan will bring improvement to a vital corridor in our town center that is in alignment with Fairfield Forward, the City's comprehensive plan.

Development Services staff has been communicating with property owners and business owners and has received positive feedback to these potential improvements.

The construction of this project is contingent on executed development agreements with the property owners.

Construction is desired to take place in early 2023.

Financial Impact:

\$95,000.00 in total funding (\$86,400 plus \$8,600 for contingencies) from the American Rescue Plan Act funding.

Emergency Provision Explanation:

An emergency provision and suspension of rules with immediate adoption is being requested in order to allow the consultant to start in late May/early June.

Rule Suspension Requested:

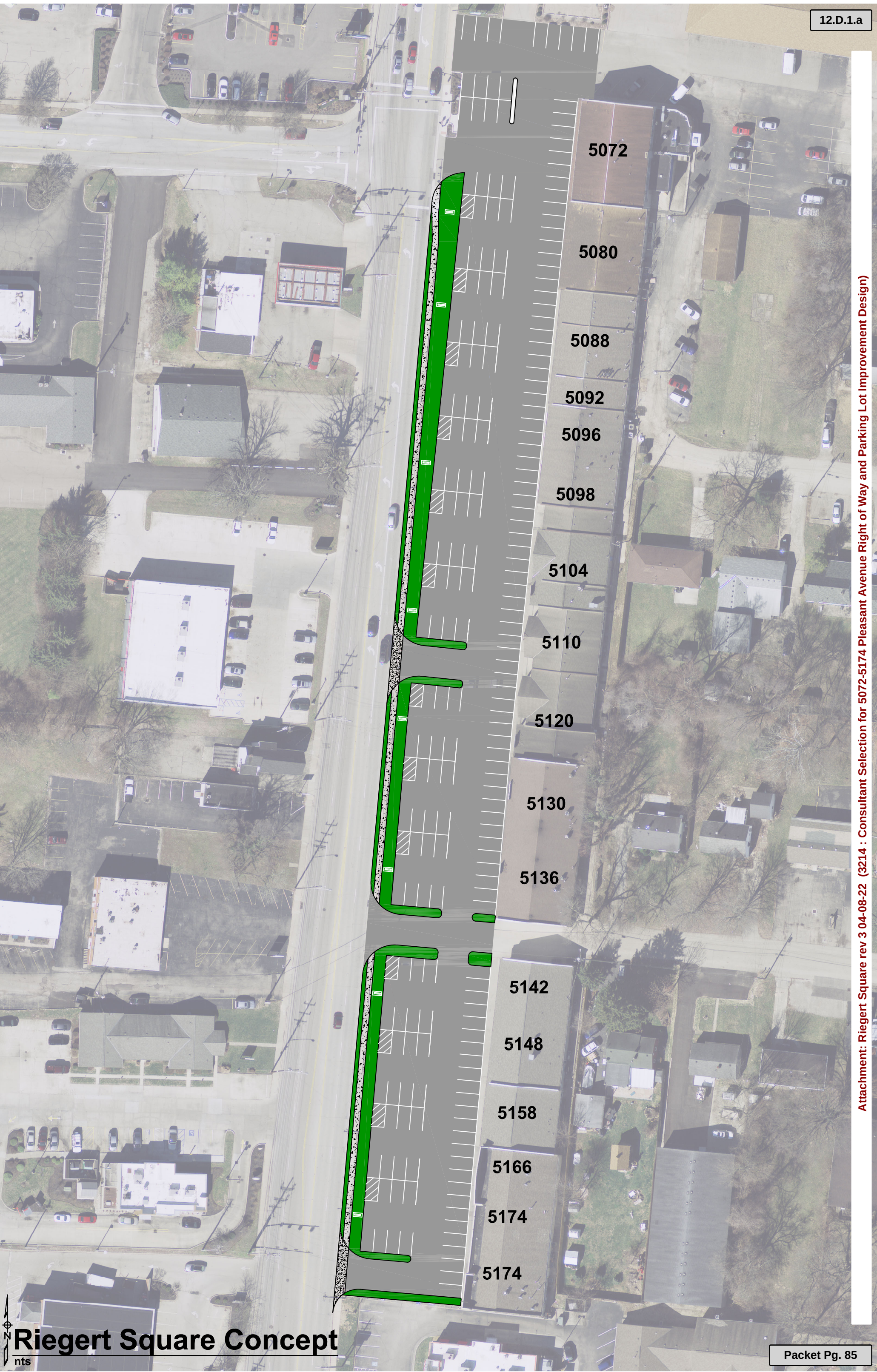
Yes

Emergency Provision Needed:

Yes

Attachments:

1. Riegert Square rev 3 04-08-22
2. Riegert Square_Fairfield_Kleingers_Rev Proposal 05_12_22
3. Kleingers Group-Ord





CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

May 12, 2022

Mr. Nicholas Dill
City Engineer
City of Fairfield
Via email: ndill@fairfield-city.org

**Re: Proposal for Surveying, Engineering, and Landscape Architectural Services
Riegert Square Improvement**

Dear Nick,

It was nice talking with you regarding the proposed improvements to Riegert Square. Based on our discussion, we understand that there are currently +/- 14 curb cuts along Pleasant Avenue at Riegert Square and that you would like to consolidate them down to 4 curb cuts. In consolidating the curb cuts, we'd also provide a revised parking lot layout, provide for drainage, and add a 7'-10' tree lawn along Pleasant Avenue for trees, signage, and to provide a buffer to the parking lot. We understand that the 14 curb cuts are all on separate private property- therefore, we understand that a cross access easement exhibit and legal descriptions are needed. Below is the project area showing the new potential locations for the curb cuts.



Regarding schedule, we anticipate survey services to begin at the end of May 2022, preliminary drawings to be provided in September, and final drawings provided in November for the City to bid the project in 2023. We are thrilled about this opportunity and look forward to working with you to beautify Pleasant Avenue and Fairfield. If you have any questions, please do not hesitate to contact me as I'd be happy to revise the proposal as needed.

Sincerely,

THE KLEINGERS GROUP

Lynne Nischwitz, PLA, ASLA, CLARB
Director Landscape Architecture



Boundary + Topographic Survey

- Research the public records at the Butler County offices and obtain copies of pertinent deeds, plats, and surveys. Easements affecting the subject property, discovered during the normal course of our research, will be identified. Please note that we do not provide “title examination” services and make no warranty or guarantee that any or all easements, restrictions, encumbrances or other conditions affecting the property will be discovered. At the client’s request, and for an additional fee to be determined, we may contract with a title examination professional and coordinate an expanded level of research.
- Perform field reconnaissance and locate evidence (monumentation, fences, etc.) of existing boundary lines and corners.
- Resolve the location of the subject boundary lines and right of way of Pleasant Avenue (US Rt. 127) through analysis of the recovered record and field data.
- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD’83). Vertical control will be based on NAVD’88. A minimum of 1 vertical benchmark will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits. Isolated trees (6” and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with OUPS and/or directly with utility owners to request physical markings and record data.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility. At the client’s request, and for an additional fee to be determined, we may contract with an underground locating service and coordinate an expanded level of underground utility detection service which may include geophysical (electronic line tracing, ground penetrating radar, etc.) and / or various forms of excavation.
- Generate a boundary and topographic base map, depicting the above items at an appropriate scale, in AutoCAD format. The base map will be provided in DWG and PDF format.

Cross Access Easement Exhibits + Legal Descriptions

- Prepare cross access easement exhibit and legal description for each parcel in accordance with local and state standards.

Survey Fee Structure

- **Boundary + Topographic Survey.....\$9,800.00**
- **Cross Access Easement Exhibits + Legal Descriptions..... \$5,200.00**

Concept Design

Landscape Architecture + Civil Engineering

Pre-Design | Coordination | Meetings

- Based on our completed survey, prepare the basemap for the landscape architecture and engineering plan sheets moving forward for the Concept Plan through construction document bid set.
- Perform a site visit to review and evaluate the existing shopping center area.
- Attend Kick-off meeting with the City to discuss the design vision, schedule, and Concept Plan.
- Assume attendance to design review meetings with the City, as needed.



Concept Plan

- Based on conversations with City staff, provide 1-2 Alternative Concept Plans depicting an updated site plan layout that provides for four curb cuts, sight lines, parking lot layout, drainage, tree lawn, and landscaping.
- Based on comments provided by the City, provide an updated Concept Plan.
- Submit a Concept Plan to the City for coordination, review, and approval.

Construction Documentation

Landscape Architecture + Civil Engineering

Beginning with the approved Concept Plan, we will prepare Construction Documents for the construction of the parking lot and tree lawn improvements.

Coordination | Meetings | Submittals

- Assume attendance to design review meetings with the City, as needed.
- Provide project management, communication, and coordination with the design team and City staff.
- Provide Opinion of Probable Construction Cost.
- Submit 50% Construction Documentation to the City for coordination and review.
- Submit 90% Construction Documentation to the City for coordination and review.
- Submit 100% Construction Documentation to the City for coordination and review.
- Provide revisions as necessary to the Construction Document set during documentation as needed.
- Provide 100% Bid Documents to the City for their Bidding.

Construction Documentation Set to Include the Following:

Title Sheet

Survey

General Notes + Details:

- Appropriate general notes and details for the proposed improvements.
- Standard pavement and utility details.

Demolition Plan:

- Provide Demolition Plan indicating items to be removed, relocated, salvaged or protected.
- Provide demolition details and notes.

Hardscape & Materials Plan:

- Provide Hardscape Plan depicting location of parking, pedestrian connections, landscaping, curb cuts, curb ramps, signing, and striping improvements etc.
- Provide type of materials for pavement areas.

Hardscape Details + Sections:

- Provide Hardscape Details depicting location of parking, pedestrian connections, curbs, etc.
- Provide details/ sections as necessary to convey design intent for the above reference proposed improvements.

Utilities Plan:

- An overall Utility Plan depicting locations of storm sewer and electrical conduit.

Grading + Drainage Plan:

- Flood route design.
- Design of stormwater pollution prevention plan including silt fence, straw bale barriers, and rock channel protection.

Planting Plan:

- Provide a Planting Plan indicating limits of seed/sod, and locations of trees, shrubs, and plantings.
- Provide Planting List including plant list with genus, species size and type of plant.
- Provide an 11 x 17 imagery sheet showing the vision of the proposed plant material to ensure design agreement between the owner and design team.

Planting Details:

- Provide Planting Details and Notes.

Specifications:

- Finalize Specifications for the proposed landscape and hardscape elements. We assume to provide on drawings specs. *Note: We assume that we will not provide any front end specs.*

Jurisdictional Permit Submittals:

- Earthmoving + Erosion Control
- Stormwater Management
- Coordinate comments and issue revisions

Limited Construction Administration

- Respond to Contractor questions.
- Attend pre-construction meeting.
- Review and respond to RFI's, submittals, and shop drawings.
- Anticipate 2 visits included in this scope of work.
- Provide final punch list.

Construction Documentation

Public Roadway Improvements

Upon the approval of the Concept Plan, we will prepare Construction Documents for the public roadway improvements along Pleasant Avenue at Riegert Square. The scope of the public roadway improvement work will include the following documents and services:

Coordination | Evaluation

- Evaluation of sight distance at intersections.
- Preparation of hydraulics report to include spread calculations for possible changed storm sewer inlet spacing due to the elimination of existing curb cuts and changes to existing drainage patterns.
- Utility coordination.
- Prepare Public roadway improvement quantity take-offs and opinion of construction cost estimate.
- Assume attendance to design review meetings with the City, as needed.

Construction Documentation Set to Include the Following:

Schematic Plan:

- Schematic layout plan with benchmark information.

Typical Sections:

- Typical roadway sections showing curb and gutter, tree lawn, sidewalk and grading.

Maintenance of Traffic Notes:

- Public roadway maintenance of traffic notes.

Maintenance of Traffic Plans:

- Public roadway maintenance of traffic plans.

Public Roadway Improvements Plans:

- Plans showing the proposed public roadway improvements described herein this proposal.

Intersection Details:

- Details showing the horizontal and vertical alignments of the new intersecting streets and drives.

Cross Sections:

- Cross sections at 50-ft intervals and at driveways showing the proposed public roadway improvements. Cross sections will include existing and proposed utilities.

Duke Lighting Plan:

- We will incorporate Duke's Lighting Plan into our construction documentation set.
- We will show proposed locations of pull boxes and conduit.

Storm Sewer Laterals:

- Public roadway storm sewer improvements to include the addition of catch basins and laterals, if needed.

PROFESSIONAL SERVICES SCHEDULE OF FEES

Boundary + Topographic Survey.....	\$9,800.00
Easement Exhibits + Legal Descriptions.....	\$5,200.00
Civil Engineering.....	\$17,600.00
Landscape Architecture	\$17,800.00
Public Roadway Improvements	\$32,500.00
Limited Construction Administration	\$3,500.00
Total Services Fee	\$86,400.00

ASSUMPTIONS

Assumptions help us clarify the scope of services being provided for the associated fees. When we make these assumptions, it does not guarantee that reality will match these assumptions; rather it identifies the conditions for which

this scope of services and fees are valid. For the purposes of this proposal we are making the following assumptions of services not part of this proposal but are services we would be pleased to provide at a negotiated fee or at our standard hourly rates include:

- Storm water quality BMP need evaluation not included, if necessary.
- Lighting is not included. However, we will incorporate Duke's lighting plan and show locations of pull boxes and conduit.
- Signage Design is not included.
- Irrigation is not included.
- Sewer or water capacity studies.
- Environmental or Archaeological studies and submittals.
- Special Inspections.
- Special Structural Calculations Package to the permitting agency.
- Construction layout.
- Temporary or permanent easement or right-of-way negotiations.
- It is assumed that there will be no zoning permits required.
- Design fixes caused by the construction team or unforeseen conditions in the field.
- Re-design due to owner changes of work we have already completed based on previous direction.

We recognize that minor revisions to drawings are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work. ***Upfront communication between consultant and client regarding project success factors is very important – please feel free to call me at any time to discuss any concerns you may have regarding any project issues.***

Again, thank you for the opportunity to provide survey, landscape architectural and engineering services to The City of Mason. We truly appreciate the opportunity to work with you and to be chosen as a part of your design team. As always, please feel free to call me should you have any questions.

Terms and Conditions

SERVICES PROVIDED

The Kleingers Group, Inc., the "Consultant", agrees to perform the professional services (the "Project") as described in the preceding paragraphs and referenced documents for the "Client",

City of Fairfield

The Client agrees to:

Provide full information as to his requirements for the Project prior to commencement of work on the Project;

- Assist Consultant by placing at his disposal all available information pertinent to the Project;

- Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
- Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
- Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;

- Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
- Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION

For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Client will be invoiced each month for any work performed during the period. For hourly services, invoices will be based on the number of hours expended by the Consultant's personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past the due date every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

STANDARD OF CARE

Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

LIMITATIONS OF SERVICES

Exclusions and limitations outlined in the Agreement are not to be considered all inclusive. Unless expressly outlined as included with the Scope of Services, related services are not included under this Agreement.

ADDITIONAL SERVICES

Changes made by Client after the start of work will be considered extra and may negatively impact the stated project timeline. Consultant will notify Client in writing of

changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

INDEMNIFICATION / LIMITATION OF LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal, or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of: \$1,000,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

TERMINATION OF CONTRACT

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;
- In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this Agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense / prosecution of the claim, including staff time, court costs, attorney fees, and other claim-related expenses.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the

instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

FREE PUBLICITY

Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant's brand and involvement in the project.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

OPINIONS OF COST

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over

competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

LEED CERTIFICATION

The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's or Owner's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.

The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY

If any term or provision hereof is illegal or invalid for any reason whatever, such illegality or invalidity shall not affect the validity of the remaining terms of this Agreement.

ASSIGNMENT OF AGREEMENT

Neither Client nor Consultant shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

SIGNATURES

Should Client be a corporation or governmental entity, the person signing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he has full authority to sign on behalf of said Client.

EEO

The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.



Authorization

This Agreement (total page count listed below, together with Attachments and Exhibits identified within) constitutes the entire agreement between Consultant and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date listed below.

Further, Client's signature below represents Authorization to Proceed with the work outlined above in accordance with this proposal including the Terms and Conditions.

The Kleingers Group, Inc.

SIGNED

Lynne Nischwitz, PLA, ASLA, CLARB

PRINTED

Director of Landscape Architecture

TITLE

May 10, 2022

DATE SIGNED

City of Fairfield

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE KLEINGERS GROUP TO DESIGN THE IMPROVEMENTS TO THE RIGHT OF WAY AND PARKING LOT BETWEEN 5072 PLEASANT AVENUE AND 5174 PLEASANT AVENUE AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into an agreement with Kleingers Group to design the improvements to the right of way and parking lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the consultant can start in late May/early June; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$62,500 for Hunter-Mack Water Transmission Main Repair;
 \$5,422,000 for construction of Port Union Water Storage Tower;
 \$106,100 for engineering & inspection services for Port Union Water Storage Tower project;
 \$47,250 for utility work and public sewer system improvements for Harbin Park Overlook Renovation Project (existing contract);
 \$95,000 for Right-of-Way and Parking Lot Improvement design at 5072-5174 Pleasant Avenue;
 \$30,000 for landscape architecture and design plans for Huffman Park Reforestation Project.

Financial Impact: \$5,762,850.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriations.052322
2. Contractual 5-23-Ord



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for Wastewater System Improvements

Legislation Title:

Appropriation for additional utility work and public sewer system improvements, under an existing City of Fairfield contract, as related to the Harbin Park Overlook Renovation project.

Recommendation:

It is recommended that City Council authorize the City Manager to appropriate an additional \$47,250.00 for utility work and public sewer system improvements associated with the Harbin Park Overlook Renovation project.

Background/Synopsis:

The City, through its Parks Department, currently holds a contract with Alpha Demolition and Excavating for the Harbin Park Overlook Renovation project (#2021-24). This project is in process and should be completed towards the end of summer 2022.

During the design phase of this project it was determined that public sewer system improvements within Harbin Park should be addressed during project construction. The request for these improvements was initiated by the City's Public Utilities Department – in light of known structural deficiencies in the existing sewer lines. The cost associated with these public sewer improvements is \$47,250.00 – per the attached schedule of values.

It is recommended that City Council authorize an additional contractual appropriation in the amount of \$47,250.00 for additional public sewer system improvements associated with the Harbin Park Overlook Renovation project.

Rules suspension is requested in order to expedite the work.

Financial Impact:

Funding for this project is included in the approved 2022-2026 Capital Improvement Program (CIP), under 2WW01 – 'Sanitary Sewer Rehabilitation'. The funding source is the Sewer Replacement and Improvement Fund (623).

Rule Suspension Requested:

Yes

Attachment: Contractual Appropriations.052322 (3220 : Contractual Appropriations)

Emergency Provision Needed:

No

Attachments:

1. Schedule of Values 11-9-21 Harbin Phase 2 ams

Date: 11-9-21

Harbin Park Improvements

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPS.	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINING
1	General Conditions - Material	8,355.00	0.00	0.00	0.00	0.00	0.00%	8,355.00	0.00
2	General Conditions - Labor	14,400.00	0.00	0.00	0.00	0.00	0.00%	14,400.00	0.00
3	Building Permit	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
4	Mobilization	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
5	Demobilization	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
6	Dumpsters	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
7	layout	7,500.00	0.00	0.00	0.00	0.00	0.00%	7,500.00	0.00
8	Final Clean	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
9	Bond/Insurance	25,862.00	0.00	0.00	0.00	0.00	0.00%	25,862.00	0.00
10	Submittals	3,225.00	0.00	0.00	0.00	0.00	0.00%	3,225.00	0.00
11	Earthwork - Material	38,408.00	0.00	0.00	0.00	0.00	0.00%	38,408.00	0.00
12	Earthwork - Labor	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
13	Erosion Control / Tree Protection	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
14	Site Demolition	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
15	Site Storm - Material	6,300.00	0.00	0.00	0.00	0.00	0.00%	6,300.00	0.00
16	Site Storm - Labor	4,200.00	0.00	0.00	0.00	0.00	0.00%	4,200.00	0.00
17	Sanitary Sewerage - Material	28,350.00	0.00	0.00	0.00	0.00	0.00%	28,350.00	0.00
18	Sanitary Sewerage - Labor	18,900.00	0.00	0.00	0.00	0.00	0.00%	18,900.00	0.00
19	Water - Material	9,948.00	0.00	0.00	0.00	0.00	0.00%	9,948.00	0.00
20	Water - Labor	6,632.00	0.00	0.00	0.00	0.00	0.00%	6,632.00	0.00
21	Seeding - Material	5,880.00	0.00	0.00	0.00	0.00	0.00%	5,880.00	0.00
22	Seeding - Labor	3,920.00	0.00	0.00	0.00	0.00	0.00%	3,920.00	0.00
23	Asphalt Patching - Material	7,122.00	0.00	0.00	0.00	0.00	0.00%	7,122.00	0.00
24	Asphalt Patching - Labor	4,748.00	0.00	0.00	0.00	0.00	0.00%	4,748.00	0.00
25	Site Concrete - Material	78,000.00	0.00	0.00	0.00	0.00	0.00%	78,000.00	0.00
26	Site Concrete - Labor	52,000.00	0.00	0.00	0.00	0.00	0.00%	52,000.00	0.00
27	Handrails - Material	3,800.00	0.00	0.00	0.00	0.00	0.00%	3,800.00	0.00
28	Handrails - Labor	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
29	Joint Sealants - Material	2,400.00	0.00	0.00	0.00	0.00	0.00%	2,400.00	0.00
30	Joint Sealants - Labor	1,600.00	0.00	0.00	0.00	0.00	0.00%	1,600.00	0.00
31	Painting - Material	570.00	0.00	0.00	0.00	0.00	0.00%	570.00	0.00
32	Painting - Labor	380.00	0.00	0.00	0.00	0.00	0.00%	380.00	0.00
33	Plumbing - Material	2,700.00	0.00	0.00	0.00	0.00	0.00%	2,700.00	0.00
34	Plumbing - Labor	1,800.00	0.00	0.00	0.00	0.00	0.00%	1,800.00	0.00
35	Electrical - Material	53,400.00	0.00	0.00	0.00	0.00	0.00%	53,400.00	0.00
36	Electrical - Labor	35,600.00	0.00	0.00	0.00	0.00	0.00%	35,600.00	0.00
TOTAL		567,000.00	0.00	0.00	0.00	0.00	0.00%	567,000.00	0.00

Total sewer system
upgrade costs:
\$47,250.00

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated American Rescue Plan Act Fund	\$95,000
To:	26616023-233300 Engineering Services (Pleasant Avenue Right of Way and Parking Lot Improvement Design)	\$95,000
From:	Unappropriated Park Development Fund	\$30,000
To:	41316023-233900 Other Professional Services (Huffman Park Reforestation Project Landscape Architecture and Design 2PR15)	\$30,000
From:	Unappropriated Water Replacement & Improvement Fund	\$5,528,100
To:	60416023-233300 Engineering Services (Port Union Rd Water Storage Tower Engineering 2WT25)	\$106,100
To:	60416025-252000 Improvements Other Than Building (Port Union Water Tower Construction 2WT25)	\$5,422,000
From:	Unappropriated Water Surplus Fund	\$62,500
To:	60516025-252000 Improvements Other Than Bldg. (Small Water Line Improvements (Hunter-Mack) 2WT10)	\$62,500

Attachment: Contractual 5-23-Ord (3220 : Contractual Appropriations)

From: Unappropriated Sewer Replacement and Improvement Fund \$47,250

To: 62316025-252000 Improvements Other Than Buildings \$47,250
(Wastewater System Improvements - Harbin Park 2WW01)

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed _____

Mayor's Approval _____

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

 Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

 Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Contractual 5-17-Ord

Attachment: Contractual 5-23-Ord (3220 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$14,000 for Wastewater Division Raw Sludge Pump;
 \$9,899 for Wastewater Division Copying Machine;
 \$11,000 for Water Division Dehumidifiers;
 \$47,850 for Harbin Park FF&E Phase I;
 \$105,000 for Community Arts Center improvements (multiple vendors).

Financial Impact: \$187,749.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.052322
2. Non-Contractual 5-23-Ord



City Council Information Item
Regular Meeting - May 23, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Raw Sludge Pump

Legislation Title:

Wastewater Division Raw Sludge Pump

Background/Synopsis:

During the wastewater treatment process stage known as Primary Treatment, untreated wastewater flows through a series of tanks (Primary Clarifiers) where heavy organic matter (sludge) settles to the bottom of the clarifiers and is then pumped to the City's Anaerobic Digesters for the Solids Handling treatment process.

The Wastewater Division's existing Raw Sludge Pumps are original to the 1975 plant expansion and are in need of replacement/upgrading. City staff will perform the replacement in house.

The City proposes to procure the replacement pump from JMG Valve Corporation, per the attached quote.

Financial Impact:

An appropriation in the amount of \$14,000.00 is being requested for the replacement of the Wastewater Division's Raw Sludge Pump.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WW06, Pump Overhaul/Replacement Program. The funding source is the Sewer Surplus Fund.

Attachments:

1. Vaughan Chopper Raw Sludge



1155 Welch Road – Suite D
Commerce, Michigan 48390
Phone: 248-926-6200 / Fax: 248-926-6290
Attention: Jason Hunold
Project: Fairfield OH - Q48027 Supersedes Q40408

Quote Number: Q48027

04/28/2022

Page 1 of 5

**DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 30 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	-----	------	-------------	------------	-------

**1 2 ea. Vaughan Model HE4K6CS-076
Horizontal End Suction Chopper Pump consisting of:**

Casing and Backplate, cast ductile iron.

Impeller, Cutter Bar, Cutter Nut and Upper Cutter, cast steel, heat treated to minimum Rockwell C60.

Shaft, heat treated steel supported by rolling element bearings.

Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life.

Bearing Housing, cast ductile iron with sight glass and bronze non-contacting labyrinth bearing isolators at each end.

Flushless Mechanical Seal, cartridge type with stainless steel housing, integral stainless steel shaft sleeve, and silicon carbide (\$) faces.

Elastomers, Buna N.

Flanges, 4" discharge & 6" inlet, ANSI Class 125.

Coupling, elastomeric type by TB Woods.

Motor Mount, fabricated steel, piloted for self-aligning mounting of a C-face flange mounted motor.

Drive, 7.5 HP, 1750 RPM, 230/460/3/60, premium efficient 1.15 SF, "C" flanged, TEFC enclosure.

Base, powder coated steel complete with lifting eyes and anchor bolt holes.

Pump Finish: Solvent wash and coated with Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor & powder coated base.)

TOTAL BUDGET PRICE: \$13,222 \$26,444

PUMP PERFORMANCE: 400 GPM @ 30 FT. TDH

APPLICATION: Raw Sludge

INDUSTRY: Municipal

FREIGHT: not included / available upon request

Submittals: Submittal time is 4 - 6 weeks after receipt of order.
Production Time: **Estimated 6 to 8 weeks after receipt of approved submittals, release to production and executed purchase order.** Estimated ship dates are subject to change dependent on motor availability. Vaughan co. Will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB: Montesano, Washington via best way, **PLUS FREIGHT**
Terms: Contingent of credit approval
Expiration: Quotation valid for 30 days

JMV

"Solids Handling Specialists"

Vaughan Co., Inc. | 364 Monte-Elma Road | Montesano, WA. USA 98563 | Phone 360-249-4042 | Fax 360-249-6155
info@chopperpumps.com | www.chopperpumps.com



1155 Welch Road – Suite D
Commerce, Michigan 48390
Phone: 248-926-6200 / Fax: 248-926-6290
Attention: Jason Hunold
Project: Fairfield OH - Q48027 Supersedes Q40408

Quote Number: Q48027
04/28/2022
Page 2 of 5

**DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 30 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	-----	------	-------------	------------	-------

NOTE:

THE FOLLOWING OPTIONAL ITEMS ARE NOT INCLUDED IN THIS QUOTATION. IF REQUIRED, PLEASE CONTACT YOUR LOCAL VAUGHAN REPRESENTATIVE FOR PRICING AND AVAILABILITY:

UNLESS NOTED OTHERWISE, VAUGHAN'S STANDARD WARRANTY APPLIES.

- GAUGES, SWITCHES, VALVES AND OTHER SPECIALTIES NOT SPECIFICALLY CALLED OUT HEREIN.
- SPECIAL COATINGS OTHER THAN THOSE QUOTED.
- FACTORY PERFORMANCE, HYDRO, VIBRATION AND NOISE TESTS.
- EQUIPMENT, LABOR, MATERIAL AND PERSONNEL REQUIRED TO PERFORM FIELD TESTING OF PUMPS.
- ENGINEERING SUBMITTALS.
- SPECIAL MOTOR SPECIFICATIONS INCLUDING HIGH EFFICIENCY, MILL AND CHEM DUTY, EXPLOSION PROOF, INTERNAL SPACE HEATERS, ETC.
- FACTORY MOTOR TESTS.
- INTRINSICALLY SAFE FEATURES.
- STARTUP BY MANUFACTURER'S REPRESENTATIVE.
- LEVEL CONTROLS OR CONTROL PANELS.
- SPARE PARTS.
- ADDITIONAL LUBRICANTS OTHER THAN THOSE CONTAINED WITHIN THE PUMP.
- ANCHOR BOLTS.

Heather Spurlino / saj – JGM Valve Corporation

Submittals: Submittal time is 4 - 6 weeks after receipt of order.
Production Time: **Estimated 6 to 8 weeks after receipt of approved submittals, release to production and executed purchase order.** Estimated ship dates are subject to change dependent on motor availability. Vaughan co. Will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB: Montesano, Washington via best way, **PLUS FREIGHT**
Terms: Contingent of credit approval
Expiration: Quotation valid for 30 days

JMV

"Solids Handling Specialists"

Vaughan Co., Inc. | 364 Monte-Elma Road | Montesano, WA. USA 98563 | Phone 360-249-4042 | Fax 360-249-6155
info@chopperpumps.com | www.chopperpumps.com



VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time.

If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request. Any warranty shall be void if the total contract amount is not paid in full.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

Warranty eligibility determination is at Vaughan Co.'s sole discretion.

Warranty Limitations:

This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes:

- Misuse
- Abuse
- Accident
- Negligence
- Operated in the dashed portion of the published pump curves
- Used in a manner contrary to Vaughan's printed instructions
- Defective power supply
- Improper electrical protection
- Faulty installation, maintenance, or repair
- Wear caused by pumping abrasive or corrosive fluids or by cavitation
- Dissatisfaction due to buyer's remorse
- Damages incurred during transportation
- Damages incurred during installation or maintenance

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



City Council Information Item
Regular Meeting - May 23, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Copying Machine

Legislation Title:

Wastewater Division Copying Machine

Background/Synopsis:

The requested appropriation is for the purchase of a new copying machine for the Wastewater Division. The City's IT Department recommended the purchase of a Xerox New C814H2 Kit from ComDoc. A cost estimate is attached for review.

Financial Impact:

An appropriation in the amount of \$9,899.00 is being requested for the purchase of a new copying machine for the Wastewater Division.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WW24, Copying Machine. The funding source is the Sewer Surplus Fund.

Attachments:

1. Comdoc - WW Copier City of Fairfield Waste Water Docs

MANAGED PRINT SERVICES AND MAINTENANCE AGREEMENT

BILL TO

Name City of Fairfield

Address 5350 Pleasant Ave

City Fairfield State OH Zip 45014-3597

Contact Name Lance Kennedy

Contact Telephone (513) 896-8109

Term of Agreement: _____ Months

Meter Reconciliation Period: ☐ Monthly ☒ Quarterly ☐ Annual

Monthly Base Amt: \$0.00

Monthly Base Billing Period: ☐ Monthly ☒ Quarterly ☐ Annual

Black Impressions	Color Impressions	Special Instructions
Up to <u>0</u> black impressions per month Additional black impressions at <u>0.00720</u> per impression	Up to <u>0</u> color impressions per month Additional color impressions at <u>0.06000</u> per impression	This agreement is all inclusive less paper and staples unless specified in special instructions above.
Black Managed Print Impressions	Color Managed Print Impressions	
Up to <u>0</u> black impressions per month Additional black impressions at _____ per impression	Up to <u>0</u> color impressions per month Additional color impressions at _____ per impression	MICR Managed Print Impressions Up to _____ MICR impressions per month Additional MICR impressions at _____

EQUIPMENT COVERED BY THIS AGREEMENT

#	Model	Serial Number	EQ ID	Start B/W Meter	Start Color Meter	Flat Rate	Dept.	Location Address (if different than above)	Meter Read Email Address
1	8145								
2									
3									
4									
5									

☐ See Addendum A for Additional Placements

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature

ComDoc, Inc

Print Name

Print Name

Signature

Signature

Date

Date

TERMS AND CONDITIONS

1. **SERVICES:** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, travel and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement or in Schedule A ("Services"). Replacement parts may be new, reprocessed, or recovered. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (b) use of options, accessories, products, supplies not provided by Company, (c) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft, (d) maintenance requested outside Company's normal business hours for this Agreement. (e) hard drive replacement and/or (f) Thermal heads, processing units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners.
2. **SUPPLIES:** Supplies are included in this Agreement. Supplies provided by Company are not for resale and are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to You.
3. **METER READS:** You authorize Equipment to be connected to automatic meter reading software and/or device or, if We otherwise request, You will provide Us with accurate meter readings for each item of Equipment when and by such means as We request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly.
4. **TERM AND PAYMENT:** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement or installation or labeling in the case of owned printers and remain in effect throughout the Term. The meter count at installation or, in the case of owned printers, at assessment, will be used for overage calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods at the then current rate. You agree to pay Company amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties.
5. **TAXES:** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
6. **SOFTWARE LICENSE:** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
7. **DIAGNOSTIC SOFTWARE:** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
8. **SOFTWARE SUPPORT:** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.
9. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. **COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.**
10. **LIMITATION OF LIABILITY:** In no event, shall Company be liable for any indirect, special, incidental or consequential damages loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages. In no event shall Company be liable for any direct damages in excess of the fees paid under this Agreement during the six-month period immediately preceding the event that gives rise to a claim.
11. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
12. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
13. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight carrier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed or one day if sent via overnight carrier.
14. **INDEMNIFICATION:** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
15. **FAX/ELECTRONIC EXECUTION:** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
16. **MISCELLANEOUS:** Choice of Law. This Agreement shall be governed by the laws of the state of Ohio (without regard to the conflict of laws or principles of such states); (b) Jury Trial. **YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT;** (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein. (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect, (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations, (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other



City Council Information Item
Regular Meeting - May 23, 2022

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division Dehumidifiers

Legislation Title:

Water Division Dehumidifiers

Background/Synopsis:

The Water Treatment Plant's internal Pipe Gallery experiences "pipe sweating" on a routine basis. Pipe sweating is a result of colder water flowing through the treatment processes piping system into an indoor humid environment. The cold water within the piping system attracts the humidity in the air causing condensation, which results in a damp environment, causing puddling of water.

Dehumidifiers are utilized in the Pipe Gallery to remove humidity in the air in order to avoid pipe sweating and related pipe coating system degradation. The existing Pipe Gallery Dehumidifiers have exceeded their life expectancy and are in need of replacement.

Water Division Maintenance staff will install the new Dehumidifiers in-house. A cost estimate for the purchase is attached for review.

Financial Impact:

An appropriation in the amount of \$11,000.00 is being requested for the purchase of Dehumidifiers for the Water Treatment Plant's Pipe Gallery.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project number 2WT26, Pipe Gallery Dehumidifiers. The funding source is the Water Surplus Fund (605).

Attachments:

1. City of Fairfield WTP_V1



Payment Terms	Due on Order	Quote Number	00000140
Est Lead Time	2 - 4 Weeks	Expiration Date	6/6/2022
Prepared By	Emily Poe	Prepared For	
Title	Sales Engineer	Contact Name	Jason Hunold
Phone	(614) 285-4020	Phone	513-858-8348
Email	emilypoe@hvacso.com	Email	jhunold@fairfield-city.org

Address Information

Bill To Name	City of Fairfield	Ship To Name	City of Fairfield
Bill To	5021 Groh Lane Fairfield, OH 45014 United States	Ship To	5021 Groh Lane Fairfield, OH 45014 United States

Quote Line Items

Product Code	Product	Sales Price	Quantity	Subtotal
4036710	Hi-E Dry 195	\$3,618.00	3.00	\$10,854.00

Totals

Subtotal	\$10,854.00
Discount	3.00%
Total Price	\$10,528.38
Shipping and Handling	\$225.00
Tax	\$940.92
Grand Total	\$11,694.30

Comments

Shipping cost and tax are estimates to be determined at time of order.

Attachment: NonContractualAppropriations.052322 [Revision 2] (3218 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - May 23, 2022

Submitted by: Tiphonie Mays,
 Submitting Department: Parks

Subject:

Harbin Park FF&E Phase I

Legislation Title:

Insert Legislation Title

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$47,850 for the purchase of various site amenities including furnishings, fixtures and equipment for the completion of the Harbin Overlook Renovation project.

BACKGROUND/SYNOPSIS: In the Parks and Recreation Board's 2022 – 2026 Capital Improvement Program, a series of various site amenities including furnishings, fixtures and equipment (FF&E) are included as part of 2022 CIP projects (2PR10). These site amenities include benches, a dedication plaque, landscaping, furniture and various other items (supplied by various vendors) to complete the project.

FINANCIAL IMPACT: An appropriation of \$47,850 will be needed to purchase furniture, fixtures and equipment to complete the project.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary equipment needed to furnish the project.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes



City Council Information Item
Regular Meeting - May 23, 2022

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Community Arts Center

Legislation Title:

Community Arts Center

BACKGROUND/SYNOPSIS: The Fairfield Parks and Recreation Department scheduled a series of upgrades to the Fairfield Community Arts Center in the approved 2022-2026 Capital Improvement Program under project 2PR01. The proposed upgrades will include electrical wiring and installation of new lighting fixtures in the Community Room; replacement of community room divider; theater stage travelers; cargo ramp for utility van; air/dust filtration for scene shop, and misc. kitchen equipment. These projects to be completed by multiple vendors.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$105,000 for these projects.

FINANCIAL IMPACT: An appropriation of \$105,000.00 will be needed to address these replacements and project completion.

EMERGENCY PROVISION EXPLANATION: In order to acquire fixtures and complete this project in a timely manner, a suspension of rules and emergency provision is being requested.

RULE SUSPENSION REQUESTED: Yes

EMERGENCY PROVISION NEEDED: Yes

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$105,000
	40216025-252000 Improvements Other Than	
To:	Building	\$105,000
	<i>(CAC Repairs and Upgrades (multiple vendors)</i>	
	<i>2PR01)</i>	
From:	Unappropriated Park Development Fund	\$47,850
	41316025-252100 Park Improvements	\$47,850
To:	<i>(Harbin Park FF&E Phase I (multiple vendors)</i>	
	<i>2PR10)</i>	
From:	Unappropriated Water Surplus Fund	\$11,000
	60516025-252000 Improvements Other Than	\$11,000
To:	Bldg.	
	<i>(Water Division Dehumidifiers 2WT26)</i>	
From:	Unappropriated Sewer Surplus Fund	\$23,899
	62416025-252000 Improvements Other Than	\$14,000
To:	Bldg.	
	<i>(Wastewater Division Raw Sludge Pump</i>	
	<i>2WW06)</i>	
To:	62416025-253200 Capital Equipment	\$9,899
	<i>(Wastewater Division Copying Machine 2WW24)</i>	

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Attachment: Non-Contractual 5-23-Ord (3218 : Non-Contractual Appropriations)

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Non-Contractual 5-23-Ord

Attachment: Non-Contractual 5-23-Ord (3218 : Non-Contractual Appropriations)