Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large

Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 9, 2020 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 - Branding Initiative

2. BUSINESS MEETING CALL TO ORDER

3. OATH OF OFFICE

1. Mark Scharringhausen, Councilmember At-Large - Oath administered by Judge Joyce Campbell

4. PRAYER/PLEDGE OF ALLEGIANCE

5. ROLL CALL

6. AGENDA MODIFICATIONS

7. EXECUTIVE SESSION REQUESTS

8. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

a. Police Department - Oath of Office

b. David Brown, Butler County Auditor's Office

9. PUBLIC HEARING(S)

10. APPROVAL OF MINUTES

a. Regular Meeting held February 24, 2020

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

B. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Mark Scharringhausen, Member

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

D. PUBLIC SAFETY COMMITTEE

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

E. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

F. PUBLIC UTILITIES COMMITTEE

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

12. NEW BUSINESS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

1. Simple Motion: Motion to appoint Councilmember Bill Woeste as Fairfield's representative to the Butler County Board of Health beginning March 9, 2020.

2. Simple Motion: Motion to approve the following 2020 Boards/Commissions Appointments effective April 1, 2020: Anthony Rawe - Board of Zoning Appeals (term ending 3/31/25) Brian Wood - Civil Service Commission (term ending 3/31/23) Daniel Scofield - Design Review Committee (term ending 3/31/22) Steve DeSalvo - Design Review Committee (term ending 3/31/22) Kevin Bleichner - Design Review Committee (term ending 3/31/22) Doug Meece - Parks & Recreation Board (term ending 3/31/23) Mary Stier - Income Tax Review Board (term ending 3/31/21)

B. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into a three (3) year contract with Rozzi, Inc. for the production of the annual Red, White and Kaboom event.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading

C. PUBLIC SAFETY COMMITTEE

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

1. Resolution to accept the One Ohio Memorandum of Understanding (MOU) regarding the opiate litigation.

   - Motion - Read by Title Only (Optional)
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

D. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

1. Ordinance to authorize the City Manager to execute an amendment to the contract with LJB, Inc. for the engineering of the Route 4, Michael Lane & Camelot Drive Intersection Improvements and declaring an emergency.

   - Motion - Read by Title Only (Optional)
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

2. Ordinance to authorize the City Manager to enter into a contract with A&A Safety of Amelia, Ohio for the 2020 Pavement Marking Application Program.

   - Motion - Read by Title Only (Optional)
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

E. PUBLIC UTILITIES COMMITTEE

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

1. Resolution permitting a Fairfield Township property owner at 8200 Seward Road to receive City of Fairfield, Ohio water and sewer service and declaring an emergency.

   - Motion - Read by Title Only (Optional)
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

F. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

1. Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020."
   Contractual Appropriations: $34,962 for additional right of way acquisition services; $785,000 for 2020 Concrete Repair and Replacement Program (existing contract); $18,500 for Carbon Dioxide System at Water Plant (existing contract); $115,000 for 2020 Pavement Marking Application Program.

   - Motion - Read by Title Only (Optional)
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

2. Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020."
   Non-Contractual Appropriations: $36,232 for purchase of Ford F-150 (Water/Sewer); $25,000 for Sanitary Sewer Flow Modeling.

   - Motion - Read by Title Only (Optional)
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

13. MEETING SCHEDULE

A. Monday, March 23 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

B. Monday, April 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, April 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

City of Fairfield
Minutes
Regular Meeting of City Council
February 24, 2020

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Council-Manager Briefing

6:00 PM - Parks & Recreation Update

Mayor Miller called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger and Bill Woeste. Staff members present: Mark Wendling, Alisha Wilson, Dan Wendt, Tiphanie Howard, Scott Timmer, Jenny Dexter, Adam Sackenheim, Carol Mayhall, Greg Kathman, Dave Butsch and Steve Maynard.

Parks and Recreation Director Tiphanie Howard presented the Parks and Recreation Update and Strategic Plan. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Mayor Miller led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Chad Oberson	Council Member at Large	Present	
Bill Woeste	Council Member at Large	Present	
Leslie Besl	Council Member, 1st Ward	Present	
Dale Paullus	Councilmember, 2nd Ward	Present	
Terry Senger	Councilmember, 3rd Ward	Present	
Tim Abbott	Council Member, 4th Ward	Excused	
Steve Miller	Mayor	Present	
Councilmember At At-Large	Councilmember at Large	Excused	

Councilmember Oberson, seconded by Councilmember Paullus, moved to excuse Councilmember Abbott. Motion carried 5-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Oberson, seconded by Councilmember Woeste, moved for Executive Session to review collective bargaining with public employees, pending and imminent litigation and to consider negotiations with other political subdivisions respecting requests for economic development assistance. Motion carried 5-0.

Special Presentations and Citizen Comments

Joseph Von Bargen, 5609 Neptune Way, addressed Council regarding income tax reciprocity. He stated that he works at CVG and pays income tax there and then gets charged another full income tax when he files with the City and he doesn't feel that is fair. He stated that other municipalities recognize the tax paid by airport employees and he feels that Fairfield should, as well. He also stated that there is a fire hydrant in front of his house that has been out of service for at least 8 months. Mayor Miller asked staff to review the reciprocity and schedule the fire hydrant for repair.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of February 10, 2020 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

Development Services Committee

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

Parks, Recreation and Environment Committee

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

Public Safety Committee

Vacant, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Public Works Committee

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

Public Utilities Committee

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Finance & Budget Committee

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

NEW BUSINESS

Community & Public Relations Committee

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

Simple Motion: Motion to approve the following 2020 Boards/Commissions Appointments effective February 24, 2020: Craig Keller - Parks & Recreation Board (term ending 3/31/21) Melissa O'Brien - Planning Commission (term ending 3/31/23)

Recommendation:
It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective February 24, 2020**:

Craig Keller - Parks & Recreation Board (term ending 3/31/21)
Melissa O'Brien - Planning Commission (term ending 3/31/23)

SIMPLE MOTION NO. 4-20. APPROVED 5-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Public Utilities Committee

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Motion to Read by Title Only

Motion to read one ordinance and one resolution by title only.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Leslie Besl, Council Member, 1st Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Ordinance to authorize the City Manager to enter into a contract with L&T Painting Company Inc. for the Seward Road 1.5 Million Gallon Water Storage Tower "Cleaning, Repairing, and Painting Project."

Recommendation:
It is recommended that City Council authorize the City Manager to enter into a contract with L&T Painting Company, Inc., and appropriate project funding in the total amount of $665,000.00 for the Seward Road 1.5 Million Gallon Water Storage Tower Cleaning,
Repairing and Painting Project.

ORDINANCE NO. 12-20. APPROVED 5-0.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	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:	Chad Oberson, Council Member at Large
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Resolution authorizing the City Manager to execute a grant of permanent easements to Duke Energy Ohio, Inc., for the extension of a natural gas line to the City Wastewater Treatment Plant on Groh Lane.

Recommendation:
It is recommended that City Council authorize the City Manager to execute a grant of permanent easements impacting several City-owned parcels to Duke Energy Ohio, Inc. to enable the extension of a natural gas line to serve the City's Wastewater Treatment Plant on Groh Lane.

RESOLUTION NO. 3-20. APPROVED 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Chad Oberson, Council Member at Large
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this resolution.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Finance & Budget Committee

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

Motion to Read by Title Only

Motion to read two ordinances by title only.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020."

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. 13-20. APPROVED 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Chad Oberson, Council Member at Large
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020."

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. 14-20. APPROVED 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

A. Monday, March 9 - Council-Manager Briefing, 6:30 PM; Regular Meeting 7:00 PM

B. Monday, March 23 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

C. Monday, April 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council moved to Executive Session at 7:20 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 7:50 PM.

ATTEST:

_____
Clerk of Council

_____
Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Parks & Recreation

Department Update & Strategic Plan

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

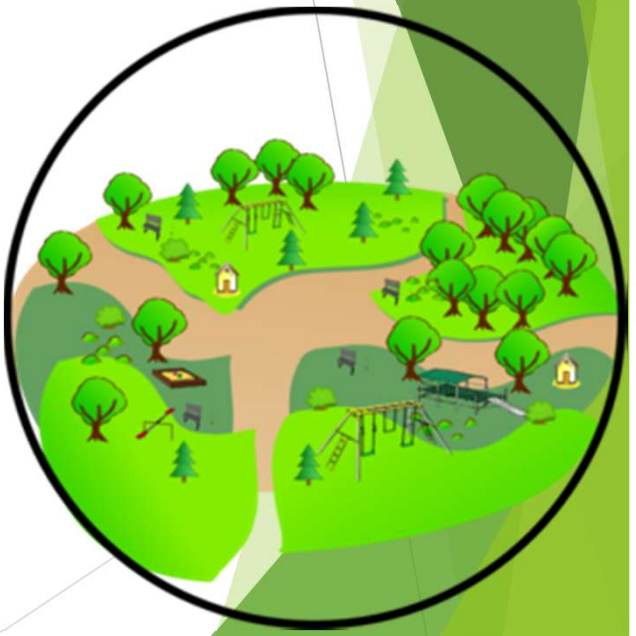
Fairfield Parks & Recreation Department

- Background
  - Why an update was necessary
- Department Overview
  - What we do and why we do it
- How the plan was created
  - Our drivers
- Where we go from here
  - Priorities and goals

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Background

- Strategic Plan (2012)
  - Most of the priorities have been accomplished
    - Examples of Goals Included: Providing programs and services for all ages, pursuing new software that provides online activity registration, etc.
  - Recent retirements and new staffing allowed new “eyes” on our operations
    - Fresh perspective and opportunity to develop new standards
  - Update to the Comprehensive Plan (Fairfield Forward)
    - Offered the opportunity to roll strategies into Parks & Recreation update



Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Department Overview

- Total: 41 parks and recreation facilities totaling 845 acres of manicured landscaping (over 1,000 acres of property in total)
- Golf: an 18-hole championship course and a 9-hole executive course
- Recreation: Community Arts Center, Fairfield Aquatics Center, FurField Dog Park and Trailhead as well as 14 miles of bike/hike paths
- Conservation: Elisha Morgan Mansion, Marsh Lake, 75 acres of nature preserve and two historic cemeteries
- Programs: Staff conducts hundreds of special programs and events, enhancing the quality of life experiences for thousands of residents.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

How the plan was created

- Market Research:
  - IMPLAN & NRPA: As the leading provider of economic impact data and analytical applications. 2018 Economic Impact Study of Local Parks
  - SOPARC: System for Observing Play and Recreation in Communities (SOPARC), a reliable, valid, and easy-to-use tool for quantifying park use and park-based physical activity.
  - The Trust for Public Land: 2009 Study that measures the economic value of a City Park System
- Past community roundtable meetings/input from city staff
- Focus on Mission, Vision & Core Values
- SWOT Analysis findings

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Mission, Vision & Core Values

- Mission
  - The mission of Fairfield Parks and Recreation Department is to enrich the quality of life for the citizens of the community, sustain the City's natural resources and environment, and provide broad based leisure activities, cultural opportunities, facilities and services for all ages.
- Vision
  - Build a better future for all through parks and recreation. Create a system of parks and facilities, along with excellent programs and services to enhance the high quality of life that attracts and retains residents, businesses, and visitors to our community.
- Core Values
  - Stewardship: responsibly conserving our resources.
  - Integrity: acting ethically in our daily interactions.
  - Dignity: providing the same standard of care to all individuals.
  - Service: committing to quality in our products and facilities.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

SWOT Analysis

- Through the practice of performing a SWOT Analysis, we were able to identify our current position prior to developing this strategic plan.
  - Strengths: very talented and experienced staff
  - Challenges (Weaknesses): staffing – epidemic amongst most employers
  - Opportunities: marketing – another practice that has evolved significantly over the last 10 years
  - Threats: with recent research on how parks positively impact economic development, so has the challenge to find funding and partnerships to relieve budget impact.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Our Plan

- Our Strategic Plan reflects our chief priorities, confronts new and existing challenges, and sets us on a course to pursue exciting new opportunities.
  - Organized under a set of high-level priority focus areas.
  - Within each area, we have developed specific objectives aimed at ensuring that we serve the Fairfield community and the highest level through our parks, and programs within the City.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Priority Focus Areas

- Provide a variety of community open spaces, parks and recreation opportunities for programming, including active and passive recreation for all ages and abilities.
- Protect existing natural areas, watersheds, and environmentally sensitive lands.
- Develop and sustain quality assets and invest into revitalization of current assets.
- Improve organizational effectiveness.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Action Steps - 1

- Provide a variety of community open spaces, parks and recreation opportunities for programming, including active and passive recreation for all ages and abilities.
  - Identify opportunities to continue the development of the city's park and recreation system, including maintenance, expansion and enhancements as needed.
  - Ensure convenient access to parks, open spaces and recreation opportunities through multiple modes of access (motor vehicle, bicycle path/trail, and sidewalk) and connectivity between parks and neighborhoods.
  - Coordinate public and private resources to understand and meet the programming, open space and recreational needs of the city, and to avoid duplication of services.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Action Steps - 2

- Protect existing natural areas, watersheds, and environmentally sensitive lands.
  - Identify and inventory lands suitable for conservation and protection.
  - Establish mechanisms to restrict or prevent development on those lands through the purchase of land for conservation easements

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Action Steps - 3

- Develop and sustain quality assets and invest into revitalization of current assets.
  - Prioritize resources to ensure the long-term viability of the parks and recreation system for the future while addressing maintenance priorities.
  - Identify opportunities to enhance current facilities and parks to make them first-class establishments.
  - Improving the consistency and uniformity in regard to attention to detail with the upgrades, improvements and maintenance of current and future amenities within the system.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Action Steps - 4

- Improve organizational effectiveness.
  - Establish high-impact leadership practices that reflect a first-class organization through identifying the “Six Systems of Organizational Effectiveness” practices at every level of service.
  - Develop a marketing and communication plan that effectively and efficiently reflects each division in a unified, yet diverse, component of the department’s identity.
  - Measure the impact of the department’s programs, events and facilities on the community and identify an appropriate level of quality for the products and services provided by focusing on a balance of quality with cost effectiveness.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

2020 Goals

- Ensure the resources are placed in the city CIP for 2020 for the replacement of new playground equipment and trail connection to neighborhoods at Gilbert Farms Park.
- Develop a facility rental packet to market community spaces and provide consistent fee structure, rules and regulations.
- Remove invasive brush along #8 fairway and #3 green to improve turf conditions.
- Construct a new walk/hike path around the perimeter of Harbin Park to give access to nearby neighborhoods.
- Perform quarterly inspection reports for all parks property with updated standards and expectations.
- Develop four new partnerships to offer cooperative programming with external organizations to enhance the quality and cost effectiveness of the departments programs and events.
- Renovate #2 tee to improve course conditions and customer experience.
- Analyze the impact and quality of the departments programs and events through conducting evaluations through a visitor survey at every Thursday and Friday Night Concert in 2020.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

Conclusion

- This Strategic Plan will serve as a blueprint for the positive transformation of the department in order to reach the next level for our community…providing a first-class parks system.
- We will align our resources to meet the goals identified in this plan as we become better prepared to meet the opportunities and challenges of tomorrow.

Minutes Acceptance: Minutes of Feb 24, 2020 7:00 PM (Approval of Minutes)

The Power of Parks

City Council Action Item
Regular Meeting - March 9, 2020

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Board of Health Appointment

Legislation Title:
Simple Motion: Motion to appoint Councilmember Bill Woeste as Fairfield's representative to the Butler County Board of Health beginning March 9, 2020.

Recommendation:
It is recommended that Council, via simple motion, formally appoint Councilmember Bill Woeste for a new term of office beginning March 9, 2020 and expiring on March 1, 2023.

Background/Synopsis: In 1971, the City of Fairfield entered into a contract with Butler County, Ohio to join the Butler County Combined General Health District which is administered by the Butler County Board of Health to provide health services for the citizens of Fairfield. Pursuant to the contract approved by City Council in Resolution No. 7-71 on January 25, 1971, one member of the Board is appointed to represent the City of Fairfield for a three year term of office.

Rule Suspension Requested:

Emergency Provision Needed:

City Council Action Item
Regular Meeting - March 9, 2020

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
2020 Boards/Commissions Appointments

Legislation Title:
Simple Motion: Motion to approve the following 2020 Boards/Commissions Appointments effective April 1, 2020: Anthony Rawe - Board of Zoning Appeals (term ending 3/31/25) Brian Wood - Civil Service Commission (term ending 3/31/23) Daniel Scofield - Design Review Committee (term ending 3/31/22) Steve DeSalvo - Design Review Committee (term ending 3/31/22) Kevin Bleichner - Design Review Committee (term ending 3/31/22) Doug Meece - Parks & Recreation Board (term ending 3/31/23) Mary Stier - Income Tax Review Board (term ending 3/31/21)

Recommendation:
It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective April 1, 2020**:

Anthony Rawe - Board of Zoning Appeals (term ending 3/31/25)
Brian Wood - Civil Service Commission (term ending 3/31/23)
Daniel Scofield - Design Review Committee (term ending 3/31/22)
Steve DeSalvo - Design Review Committee (term ending 3/31/22)
Kevin Bleichner - Design Review Committee (term ending 3/31/22)
Doug Meece - Parks & Recreation Board (term ending 3/31/23)
Mary Stier - Income Tax Review Board (term ending 3/31/21)

Background/Synopsis: Each year on March 31, positions become available on Fairfield's various boards and commissions due to expiring terms of office. Advertising for the March 31 vacancies began on December 3, 2019 and concluded on January 31, 2020. The members of City Council interviewed applicants on February 15, 2020.

Rule Suspension Requested:

Emergency Provision Needed:

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Tiphanie Howard,
Submitting Department: Parks

Subject:
Rozzi's Famous Fireworks Professional Services Agreement

Legislation Title:
Ordinance to authorize the City Manager to enter into a three (3) year contract with Rozzi, Inc. for the production of the annual Red, White and Kaboom event.

Recommendation:
This ordinance authorizes the City Manager to execute a Professional Services Contract with Rozzi's Famous Fireworks. The contract is evaluated every three years and pertains to the City's fireworks display for the annual "Red, White and Kaboom" event that is held on July 3rd.

BACKGROUND/SYNOPSIS: Rozzi's Famous Fireworks has been the professional supplier and architect of the annual "Red, White and Kaboom" fireworks display since 2008. This professional services agreement has been in place for the last 12 years, in which a familiarity and relationship has been formed between the City event planners and Rozzi's. When planning a fireworks display, the utmost precision to detail in regard to safety and design of the display is paramount. As such, the staff working with Rozzi's has built the trust and relationship over the years in order to meet this need.

FINANCIAL IMPACT: The proposed agreement would compensate Rozzi's in an amount not to exceed $49,000 per annum for a period of three consecutive calendar years 2020, 2021 and 2022.

EMERGENCY PROVISION EXPLANATION: N/A

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. 2020-03-05 Firework Display Agreement
2. Rozzi-Ord

FIREWORKS DISPLAY AGREEMENT

This Fireworks Display Agreement ("Agreement") is made as of the ___ day of _____, 2020 between The Rozzi Company, Inc. d.b.a. Rozzi, Inc. ("Rozzi") an Ohio Corporation licensed to do business in Ohio having its principal office at 118 Karl Brown Way, Loveland, Ohio 45140 and The City of Fairfield, Ohio ("City") having its offices at 5350 Pleasant Ave. Fairfield, Ohio 45011.

Whereas, Rozzi is a for-profit corporation organized and validly existing under the laws of Ohio.

Whereas, City is a municipality organized and validly existing under the laws of Ohio.

Whereas, City desires to engage Rozzi's services and Contractor desires to provide such services to City.

Therefore, in consideration of the matters described above, and the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

1. Term & Location.

This Agreement shall cover a term including the firework display to take place on July 3, 2020 ("Event Date") at Harbin Park in Fairfield, Ohio (Event Site). Thereafter, City shall have the option to renew this agreement for subsequent firework displays to be held on July 3, 2021 and July 3, 2022 under the same terms and conditions set forth herein. If the event has to be cancelled due to inclement weather conditions, the parties shall mutually agree upon a new date.

2. Rozzi's Responsibilities.

2.1. Fireworks Display. Rozzi shall be responsible for the set-up, teardown, choreography, cleanup and execution of a fireworks display in conformance with NFPA 1123-2006 ("NFPA") and applicable federal, state, and local laws, regulations, codes, and ordinances. Rozzi shall furnish all supplies materials, machinery, and equipment, and staff, except as otherwise provided in this Agreement, necessary to satisfy their obligations under this Agreement. Rozzi shall provide such services in a good workmanlike manner. Rozzi shall provide properly trained and experienced staff to furnish its services. Rozzi shall be responsible for all costs incurred in satisfying their obligations under this Agreement.

2.2. Permits. Rozzi shall obtain all necessary permits and licenses required by law.

2.3. Insurance. Rozzi shall purchase and maintain public liability and property damage insurance covering the Fireworks Display only (and not the entire Event) in the amount of Ten Million Dollars ($10,000,000.00) and provide Sponsor with a certificate of insurance showing the amount of insurance in force and naming Rozzi as its insured and Sponsor as an additional insured and naming as additional insureds such other parties associated with the Event as Sponsor may reasonably request, and which are approved by Rozzi's insurer. Any additional premium associated with adding parties other than the Sponsor as additional insureds shall be added to the Contract Sum as an Additional Charge (as defined below).

3. City's Responsibilities.

City shall provide an appropriate site and adequate space ("Display Area") for Rozzi to provide their services as required by NFPA Table of Distances. City shall provide proper signage, crowd control, fencing, roping, police and security to prevent access of unauthorized persons to the Display Area. City shall provide standby firefighting servicers. City shall otherwise comply with NFPA. City shall satisfy all its

Attachment: 2020-03-05 Firework Display Agreement [Revision 1] (1459 : Rozzi's Famous Fireworks Professional Services Agreement)

obligations in accordance with common industry practice, and shall be responsible for the costs incurred in satisfying their obligations under this agreement.

4. Compensation.

In considerations for the services rendered under this contract, City shall pay Rozzi $49,000.00 ("Fee") for each firework display furnished under this agreement, payable within 14 days of the Event Date. City shall pay a deposit of $9,800.00 (20% of total Fee) to Rozzi no later than March 15, 2020. The 20% deposit shall be applied against the Fee.

5. Cancellation.

5.1. Cancellation for Safety Considerations. If the fireworks display is cancelled due to inclement weather conditions presenting undue safety risks, Rozzi's failure to perform shall not constitute a breach of this Agreement. Any decision to cancel the fireworks display due to inclement weather shall be made by agreement between Rozzi and City in consultation with proper authority and regulations. The parties shall make reasonable efforts to reschedule the fireworks display. If a reschedule date cannot be agreed to, City agrees to pay an additional $9,800.00 (20% of total Fee) in addition to the deposit in satisfaction of its obligations hereunder ("Cancellation Fee").

5.2. Force Majeure. In the event of fire, accident, strike, delays, acts of God or other causes beyond the reasonable control of Rozzi, other than Safety Considerations, that would prevent it from performing the Fireworks Display, City hereby releases Rozzi from any and all performance obligations herein contained, and Rozzi releases City from any and all obligations under this Agreement, including payment of the Fee. In the event of such occurrence, the parties will make reasonable efforts to reschedule the Fireworks Display. If a reschedule date cannot be agreed upon, Rozzi shall retain the deposit and no other amount shall be due.

6. Indemnification by Rozzi.

Rozzi shall indemnify and hold City harmless from, for and against any and all claims, losses, damages and costs including reasonable attorney fees (collectively, "Losses") arising out of or relating to the Fireworks Display, provided that any such loss is attributable to bodily injury or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omission of Rozzi or its subcontractors, agents or employees.

7. **Miscellaneous Provisions**.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other or further written or oral understandings or agreements with respect to such services. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Rozzi and City. This Agreement supersedes all other agreements between the parties for the provision of services outlined in this Agreement.

7.2. Independent Contractor Relationship. The parties agree that an independent contractor relationship is established under the terms and conditions of this Agreement. The parties further agree that employees of Contractor are shall not be deemed to be employees of City and that employees of City shall not be deemed to be employees of Contractor.

Attachment: 2020-03-05 Firework Display Agreement [Revision 1] (1459 : Rozzi's Famous Fireworks Professional Services Agreement)

7.3. Assignment. Neither Contractor nor City may assign or transfer this Agreement or any part of this Agreement without the express, written consent of the other party.

7.4. Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and give personally, by certified mail, or by nationally recognized commercial courier service. All notices are effective upon date of receipt.

7.5. Severability. Any provision of this Agreement held to be void or unenforceable under any applicable laws or regulations not effect the remaining provisions of the agreement, and all remaining provisions shall continue to be valid and binding upon the parities, who 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.

7.6. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall It affect the enforceability of said provision or the Agreement.

7.7. Headings. All headings and subheadings of this Agreement are for convenience purposes, and shall not be construed to have any other effect.

IN WITNESS WHEREOF, the parties being duly authorized corporate officers or representatives have executed this agreement on the ____ day of _____, 2020.

The Rozzi Company, Inc.

_____

Nancy M. Rozzi, President.

The City of Fairfield, Ohio

_____

Attachment: 2020-03-05 Firework Display Agreement [Revision 1] (1459 : Rozzi's Famous Fireworks Professional Services Agreement)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH ROZZI, INC. FOR THE PRODUCTION OF THE ANNUAL RED, WHITE AND KABOOM EVENT.

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 three (3) year contract with Rozzi, Inc. for the production of the annual Red, White & Kaboom event in accordance with the agreement on file in the office of the City Manager. This contract is authorized without competitive bidding due to the professional nature of the services provided.

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\2020\Rozzi-Ord

Attachment: Rozzi-Ord (1459 : Rozzi's Famous Fireworks Professional Services Agreement)

City Council Resolution
Regular Meeting - March 9, 2020

Submitted by: John Clemmons,
Submitting Department: Legal

Subject:
One Ohio Memornadum of Understanding Resolution

Legislation Title:
Resolution to accept the One Ohio Memorandum of Understanding (MOU) regarding the opiate litigation.

Recommendation:
It is recommended that Council adopt a resolution approving and accepting the One Ohio Memorandum of Understanding. Rules suspension is requested so that the approval can be communicated to the larger group as soon as possible.

Background/Synopsis:
The City of Fairfield joined the opioid litigation against manufactures and distributors in 2019. The One Ohio Memorandum should improve the ability to obtain favorable settlements instead of lengthy and uncertain litigation. The State of Ohio and local governments have agreed in principle to proceed as one group in the opioid litigation with appropriate division of settlement proceeds between the state and local governments.

Financial Impact:
Undetermined at this time but the Memorandum is expected to expedite settlements in a more efficient and expeditious manner.

Emergency Provision Explanation:
n/a

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Opioid Litigation-Res
2. Attachment - 2020.02.19 One Ohio Memorandum of Understanding V2 Final

Resolution No. _____

RESOLUTION TO ACCEPT THE ONE OHIO MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE OPIATE LITIGATION

WHEREAS, the City of Fairfield, Ohio caused a lawsuit to be filed on its behalf in the United States District Court for the Southern District of Ohio in 2019, seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

WHEREAS, since that time, the City of Fairfield, Ohio lawsuit has been joined with other lawsuits of local governments throughout the country as part of multi-district civil litigation captioned In Re: National Prescription Opiate Litigation, Case No. 1:17-MD-2804, against any and all necessary opioid manufacturers and distributors, and

WHEREAS, it continues to be the desire of the City of Fairfield, Ohio to pursue any and all claims for relief as a litigating plaintiff in civil litigation captioned In Re: National Prescription Opiate Litigation, Case No. 1:17-MD-2804, against any and all defendants necessary; and

WHEREAS, the State of Ohio, through its Attorney General, is separately engaged in litigation seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance with trials scheduled to begin during the summer and fall months of 2020; and

WHEREAS, on or about the 24th day of February, 2020 and as a result of the common desire of the State of Ohio and its local governments, including the City of Fairfield, Ohio, to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance of certain opioid manufacturers and distributors, the City Council received a draft of the One Ohio Memorandum of Understanding; and

WHEREAS, since that time, the local governments, including the City of Fairfield, Ohio, have been given multiple opportunities, by and through its counsel, to voice its concern regarding the terms and conditions of the draft of the One Ohio Memorandum of Understanding; and

WHEREAS, as a result of local governments, including the City of Fairfield, Ohio, voicing those concerns, the One Ohio Memorandum of Understanding has been redrafted in a manner intended to alleviate said concerns; and

WHEREAS, it is the opinion of the City Council that the City of Fairfield, Ohio, is likely to receive a more favorable resolution of the civil litigation in a more timely manner by joining forces with other local governments and the State of Ohio to address the opioid epidemic and the grave affects it has had on the citizens of the State of Ohio and City of Fairfield, Ohio; and

Attachment: Opioid Litigation-Res (1460 : One Ohio Memornadum of Understanding Resolution)

WHEREAS, it is the understanding and desire of the City of Fairfield, Ohio that the One Ohio Memorandum of Understanding will permit collaboration between the State of Ohio and local governments to explore and potentially effectuate earlier resolution of the civil litigation against the opioid manufacturers and distributors; and

WHEREAS, it is the understanding and desire of the City of Fairfield, Ohio that the One Ohio Memorandum of Understanding may permit an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and local governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout the State of Ohio and specifically in the City of Fairfield, Ohio; and

WHEREAS, the City of Fairfield, Ohio retains the right to accept or decline any and all settlement offers as they may be presented to the City in the future; and

WHEREAS, the City of Fairfield, Ohio hereby retains any and all legal rights it possesses in pursuing any and all claims against the opioid manufacturers and distributors in the event settlements cannot be reached.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: The City of Fairfield, Ohio accepts the One Ohio Memorandum of Understanding as currently drafted, together with all attachments.

Section 2: The City of Fairfield, Ohio hereby authorizes the Law Director and/or his designee to take any and all actions necessary to effectuate this resolution.

Section 3: All formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and all deliberations of this Council that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This resolution shall be in full force and effect from and after the earliest period allowed by law, as a statement of policy for the City of Fairfield, Ohio.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

Attachment: Opioid Litigation-Res (1460 : One Ohio Memornadum of Understanding Resolution)

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

Attachment: Opioid Litigation-Res (1460 : One Ohio Memornadum of Understanding Resolution)

ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, though its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.

2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.

3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.

4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.

5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

Attachment: Attachment - 2020.02.19 One Ohio Memorandum of Understanding V2 Final [Revision 1] (1460 : One Ohio Memornadum of

6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.

7. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A.For purposes of the Local Government Share, "Approved Purpose(s)" will also include past expenditures.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation (structure described below) ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share").

2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.

3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.

4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

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composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than $500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.

6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.

7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.

8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.

9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.

10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.

11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.

2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

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3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.

4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.

5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL ("M.D.L.") Common Benefit fund for fees and expenses and 40% to contingency fees.

6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.

7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.

8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.

9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.

2. 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 board and selection of projects to be funded from the region's Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.

3. The Parties shall create a private 501(c)(3) foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

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advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

4. Board Composition

   a. The Board will consist of 29 members comprising representation from four classes:

      - Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
      - Four members drawn from the Legislature
        - One representative selected by the President of the Ohio Senate;
        - One representative selected by the Ohio Senate Minority Leader;
        - One representative selected by the Speaker of the Ohio House of Representatives; and,
        - One representative selected by the Ohio House Minority Leader
      - Eleven members with one member selected from each non-metropolitan Regions; and
      - Eight members, with one member selected from each metropolitan Regions.

   b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.

5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

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designee to attend and vote if the Board member is unavailable to attend a board meeting.

7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.

8. The Foundation shall have an Executive Director appointed by the Governor.

   a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.

   b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.

   c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.

   d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.

9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.

10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

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11. Disbursement of Foundation Funds by the Board

a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.

b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.

c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.

d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.

e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.

f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.

g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

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12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.

13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be be designed to meet the Foundation's long and short-term goals.

14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.

2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.

3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to appoval by Local Governments and the State.

4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.

5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

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notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:

Mike DeWine, Governor	**Dave Yost, Attorney General**

Attachment: Attachment - 2020.02.19 One Ohio Memorandum of Understanding V2 Final [Revision 1] (1460 : One Ohio Memornadum of

FOR THE LOCAL GOVERNMENTS AND
PLAINTIFFS' EXECUTIVE COMMITTEE:

Frank L Gallucci III
Plevin & Gallucci Co., LPA

Anthony J. Majestro
Powell & Majestro PLLC

Michelle Kranz
Zoll & Kranz, LLC

Donald W. Davis, Jr.
Brennan, Manna & Diamond, LLC

Joe Rice
Motley Rice, LLC

Russell Budd
Baron & Budd, PC

Robert R. Miller
Oths, Heiser, Miller, Waigland
& Clagg, LLC

D. Dale Seif, Jr.
Seif & McNamee, LLC

James Lowe
Lowe, Eklund & Wakefield Co., LPA

Peter H. Weinberger
Dustin Herman
Spangenberg, Shibley & Liber LLP

Kevin M. Butler
Law Offices of Kevin M. Butler

Attachment: Attachment - 2020.02.19 One Ohio Memorandum of Understanding V2 Final [Revision 1] (1460 : One Ohio Memornadum of

We the undersigned ACCEPT / REJECT (Circle One) the One Ohio Memorandum of Understanding ("MOU"). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.

Attachment: Attachment - 2020.02.19 One Ohio Memorandum of Understanding V2 Final [Revision 1] (1460 : One Ohio Memornadum of

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Additional Right of Way Acquisition Services for Route 4, Michael Lane & Camelot Drive Project

Legislation Title:
Ordinance to authorize the City Manager to execute an amendment to the contract with LJB, Inc. for the engineering of the Route 4, Michael Lane & Camelot Drive Intersection Improvements and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute an amendment to the contract with LJB, Inc. for the engineering of the BUT-SR 4-3.56 (PID 108270) project and for the appropriation of funds as listed in the financial impact above.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to amend the original engineering agreement with LJB, Inc. for detailed engineering for the improvements to Route 4 and Michael Lane/Camelot Drive. The construction project will include intersection realignment of each side street approach, signal modifications, asphalt resurfacing, curb replacement, and pedestrian upgrades. This project will be funded primarily by ODOT's Highway Safety Program. The need for additional funding is due to an increase in expected parcels and owners during the negotiation and acquisition process.

This project is identified in the current 2020-2024 Capital Improvement Program as 0PW27. ODOT will be funding approximately 90% of eligible costs for engineering, right of way, and construction.

The intersection was ranked 196 on ODOT's 2015 Highway Safety list and has been identified by the City as an intersection in need of realignment in order to eliminate the existing offset condition of the side streets. It is the City's desire to realign the intersection to allow for protected left turns on Route 4 and better coordination between this signal and other signals on Route 4.

Route 4 is part of the National Highway System (NHS). The City was granted permission from ODOT to perform engineering and construction administration on this project as it progresses.

Financial Impact:

Total Impact with this letter is $34,961.77 from the Street Improvement Fund.

$28,711.77 from the Street Improvement Fund. This amount represents additional right of way services for the completion of the remaining steps of the ODOT Plan Development Process. 90% of these funds will be reimbursed through the federal safety grant for this project up to the capped limit.

$6,250.00 from the Street Improvement Fund. This amount is for the review appraisal process. This is not a reimbursable expense and must be hired out independently by the City. Staff has selected Brian W Barnes & Co. Inc. of Dublin Ohio to perform this function for the City.

Emergency Provision Explanation:

Emergency provisions and rules suspension is being requested in order to begin the procedures needed to appraise, negotiate, and acquire right of way following federal rules.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. P2020-02-18 BUT-4-356 PID108270 RW Acq w attach
2. Barnes - Review Appraisals for PID 108270
3. LJB Inc.-Ord

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

PRICE PROPOSAL FOR
BUT-SR4-3.56 PID 108270
RIGHT OF WAY ACQUISITION SERVICES

February 18, 2020

PREPARED FOR:

City of Fairfield, Ohio
Attention: Mr. Nick Dill, P.E.

8870 North Gilmore Road
Fairfield, Ohio 45014

PREPARED BY:

LJB Inc.

2500 Newmark Drive
Miamisburg, OH 45342
(937) 259-5000

Andrew Shahan, P.E., P.S., PMP
ashahan@LJBinc.com

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

February 18, 2020

Mr. Nick Dill, P.E.
8870 North Gilmore Road
Fairfield, Ohio 45014

Re: Cost Proposal for BUT-SR4-3.56 PID 108270 Right of Way Acquisition Services

Dear Mr. Dill:

Thank you for the opportunity to submit our request for a contract modification for additional engineering and right of way acquisition services for the intersection improvement at State Route 4, Michael Lane, and Camelot Drive. This proposal includes tasks not included in the original scope of services and fee proposal dated September 27, 2018.

We have based our fees upon our understanding of the scope of services, the LPA Scope of Services provided with the request for qualifications, and discussion with your office, ODOT District 8, Briggs Creative Services, and Beck Consulting during the Right of Way Acquisition & Greenroads Kickoff Meeting at your office on Thursday, February 6, 2020. Estimated hours have been included for the following tasks and detailed in this proposal.

The revised proposal includes a base fee of $303,763.77 and a proposed contract modification fee of $22,965 for the additional scope items that were determined to be necessary during the Right of Way Acquisition Kick Off meeting. The total fee proposal is **$332,475.77**.

Included is the following information:

- Proposal Cost Summary
- Proposed Overhead and Cost of Money Rates
- Proposed Hours
- Non-Labor Direct Cost Summary
- Listing of Subconsultants
- Project Schedule
- Appendix A – Scope of Services Documents (blue divider)
- Appendix B – Subconsultant Proposal (yellow divider)
  - Subconsultant Proposal

If you have any questions or require additional information, please contact me at (937) 259-5180 or ashahan@LJBinc.com.

We look forward to working with you to achieve a successful completion of this project.

Sincerely,
LJB Inc.

Andrew J. Shahan, P.E., P.S., PMP
Principal and Project Manager

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Subconsultant Proposal

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

PROPOSAL COST SUMMARY

C-R-S	BUT-SR4-3.56	PROPOSAL COST SUMMARY									Version: Feb 2017
Consultant:	LJB Inc.										
Agreement No.				**State Average Overhead Rate**			**156.68%**				
Modification No.	2			**Consultant Overhead Rate:**			**188.14%**				
PID No.	108270			**Cost of Money:**			**0.36%**				
Proposal Date	2/18/2020			**Net Fee Percentage:**			**11%**				
Task Description		**No. of Units**	**Average Hourly Rate**	**Total Hours**	**Labor Costs**	**Overhead Costs**	**Cost of Money**	**Direct Costs**	**Subcon Costs**	**Net Fee**	**Total Cost**
AUTHORIZED TASKS:											
3 - Environmental Engineering Phase											
3.4 - Right of Way Plans											
3.4.B - Preliminary Right of Way Plans											
3.4.B.G - Legal Descriptions and Closure Calculations			$51.14	11	$563	$1,058	$2	$0	$0	$159	$1,782
3.4.C - Final Right of Way Plans											
3.4.C.A Final Right of Way Plans			$41.66	21	$875	$1,646	$3	$0	$0	$247	$2,771
3.4.C.E - Appraisal Acquisition Support			$42.64	17	$725	$1,364	$3	$0	$0	$205	$2,296
TOTAL 3.4 - Right of Way Plans				49	$2,162	$4,068	$8	$0	$0	$611	$6,849
Total - 3 Environmental Engineering Phase				49	$2,162	$4,068	$8	$0	$0	$611	$6,849
4 - Final Engineering and R/W Phase											
4.1 - Right of Way Acquisition											
4.1.A - Right of Way Acquisition				4	$296	$557	$1	$0	$20,925	$84	$21,863
TOTAL 4.1 - Right of Way Acquisition				4	$296	$557	$1	$0	$20,925	$84	$21,863
TOTAL - Final Engineering Phase				4	$296	$557	$1	$0	$20,925	$84	$21,863
TOTAL AUTHORIZED PARTS				53	$2,458	$4,625	$9	$0	$20,925	$694	$28,712
TOTAL IF-AUTHORIZED PARTS				0	$0	$0	$0	$0	$0	$0	$0
GRAND TOTAL				53	$2,458	$4,625	$9	$0	$20,925	$694	$28,712

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

PROPOSED OVERHEAD AND COST OF MONEY RATES

OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE APPROVAL CERTIFICATE NO. 09192019-SPG-03

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT hereby approves use of the following rates on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	LJB Inc.
Based on Actual Costs Incurred for Fiscal Year End:	12/31/2018
Effective Date (Approval Date):	09/19/2019

APPROVAL TYPE:
This approval is granted based on a limited, correspondence desk review of your company's cost submission. This approval does *not* constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION. The following rates were accepted as submitted.

Corporate Indirect Cost Rate:	188.14%
Facilities Capital Cost of Money (FCCM) Rate:	0.36%

***Note**: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (**ODOT.Cost.Submissions@dot.state.oh.us**). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx. Failure to submit timely may result in the loss of your ODOT prequalification.*

OVERTIME PREMIUM:
Treatment of overtime premium is determined based on your company's policies. Overtime premium must be allocated consistently, regardless of customer, contract type, reimbursement method, or individual contract terms. Companies that treat all overtime premium as an indirect cost must bill/invoice overtime hours at the straight-time pay rate. In these instances, overtime premium is included as part of the indirect cost rates listed above.

Based on the information submitted by your company:

☒ Project-related overtime premium is allocated to direct cost objectives and is eligible to be billed/invoiced as a direct cost on ODOT projects. Overtime premium that is not project related is included in the indirect cost pool.

☐ All overtime premium is allocated to the indirect cost pool; accordingly, the premium may not be invoiced as a direct cost on ODOT projects.

Please send a return message to confirm receipt of this certificate. Thank you for your assistance during this review.

Manager approval by:

Scot P. Gormley

Scot P. Gormley

Financial Program Manager
ODOT Office of External Audits
1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223
614.644.0384
transportation.ohio.gov

For ODOT Use Only

Posted to Master Schedule:	☒
CSS Database Updated:	☒
OEA Auditor: ☒ AA ☐ LH ☐ TE	
RA Tier: ☒ 1 ☐ 2 ☐ 3	

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

PROPOSED HOURS

C-R-S	BUT-SR4-3.56	PROPOSAL LABOR SUMMARY								Version: Feb 2017	
Consultant:	LJB Inc.										
Agreement No.											
Modification No.	2										
PID No.	108270										
Proposal Date	2/18/2020										
		No. of Units	Prof. IX	Prof. VIII	Prof. VII	Prof. IV	Prof. III	Prof. I	Designer IV	Survey Technician	Total
Task Description			$74.04	$66.71	$55.29	$41.23	$39.18	$31.25	$35.25	$30.50	Hours / Cost
AUTHORIZED TASKS:											
3 - Environmental Engineering Phase											
3.4 - Right of Way Plans											
3.4.B - Preliminary Right of Way Plans											
3.4.B.G - Legal Descriptions and Closure Calculations			1		6		4				11 / $563
3.4.C - Final Right of Way Plans											
3.4.C.A Final Right of Way Plans			1		4		4		12		21 / $875
3.4.C.E - Appraisal Acquisition Support			1	2		4			10		17 / $725
TOTAL 3.4 - Right of Way Plans			2	0	10	0	8	0	12	0	49 / $2,162
Total - 3 Environmental Engineering Phase			2	0	10	0	8	0	12	0	49 / $2,162
4 - Final Engineering and R/W Phase											
4.1 - Right of Way Acquisition											
4.1.A - Right of Way Acquisition			4								4 / $296
TOTAL 4.1 - Right of Way Acquisition			4	0	0	0	0	0	0	0	4 / $296
TOTAL - Final Engineering Phase			4	0	0	0	0	0	0	0	4 / $296
TOTAL AUTHORIZED PARTS			6	0	10	0	8	0	12	0	53 / $2,458
TOTAL IF-AUTHORIZED PARTS			0	0	0	0	0	0	0	0	0 / $0
GRAND TOTAL			6	0	10	0	8	0	12	0	53 / $2,458

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

NON-LABOR DIRECT COST SUMMARY

There are no direct costs proposed to complete this scope of work.

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

LISTING OF SUBCONSULTANTS

SUBCONSULTANT	WORK CATEGORY	TOTAL AMOUNT PROPOSED	OH%	COM%
Briggs Creative Services	Right of Way Acquisition	$20,925		

The $20,925 requested with this proposal is the difference between the original proposal of $22,800 and the new estimated costs of $43,325. See Appendix B for a detailed breakdown of units/costs.

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

PROJECT SCHEDULE

The following schedule summarizes the submittals complete to date and the schedule of remaining submittals for the project.

STAGE REVIEW SUBMITTALS	SUBMITTAL DATE	STATUS
Authorization to Proceed	11/15/2018	Complete
Stage 1 Plans – Submitted	1/22/2019	Complete
Preliminary R/W Plans – Submitted	1/22/2019	Complete
Stage 3 Plans – Submitted	10/24/2019	Complete
Stage 3 Plans – Complete	12/4/2019	Complete
Final R/W Plans – Submitted	10/24/2019	Complete
Final R/W Plans – Approved	12/4/2019	Complete
R/W – Authorized	1/23/2020	Complete
Final Tracings – Complete	4/1/2021	
R/W Acquisition – Complete	6/30/2021	
Local Let PS&E Package to District	7/1/2021	
District R/W Certification	7/29/2021	
Final Tracings – Approved	7/30/2021	
Sale	10/1/2021	
Award	12/1/2021	
Estimated Begin Construction	3/1/2022	
Estimated End Construction	10/1/2022	

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

Appendix A – Scope of Services

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

APPENDIX A – SCOPE OF SERVICES

RW Acquisition & Greenroads Kickoff Meeting Minutes

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

MEETING MINUTES

BUT-SR4-3.56 PID 108270 R/W Acquisition & Greenroads Kickoff Meeting Minutes

Date: February 6, 2020 **Time:** 2:30 PM

Project Manager: Dan Hoying **Location:** City of Fairfield

Attendees: Ben Mann, Nick Dill – City of Fairfield
Ben Miller – ODOT, District 8
Andy Shahan, Joe Wright – LJB Inc.
Doug Briggs – Briggs Creative Services
Lance Brown – Beck Consulting

Purpose: To organize the team for the right of way acquisition phase of project development.

Action items	Who by	Due by	Completed
Provide Briggs Creative Services and Beck Consulting with a PDF of the Final Tracings	Joe Wright	2/14/2020	
Revise Parcel 6 to include a utility easement in order to reduce the WD parcel acreage and impacts to internal circuity	Joe Wright	2/21/2020	
Develop an exhibit that shows a potential parking lot layout for Papa John's for use in appraisal.	Joe Wright	2/21/2020	
Prepare a cost proposal for additional services related to the number of parcels with acquisition and changes to final right of way plans for Parcel 6.	Andy Shahan	2/21/2020	
Register project with Greenroads	Nick Dill	2/28/2020	

1. Project status and overall schedule

MILESTONE	COMMITMENT DATE	STATUS
Stage 3 Plans – Submitted	10/24/2019	Complete
Final R/W Plans – Submitted	10/24/2019	Complete
Stage 3 Plans – Complete	12/04/2019	Complete
R/W Authorized	01/23/2020	Complete
Final Tracings – Complete	04/01/2021	
R/W Acquisition – Complete	06/30/2021	
PS&E Package to District	07/01/2021	
District R/W Certification	07/29/2021	

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

Final Tracings – Approved	07/30/2021	
Final Tracings – Approved	07/30/2021	
Sale	10/01/2021	
Award	12/01/2021	
Estimated Begin Construction	03/01/2022	

2. Distribute Final R/W Plans
    a. Sheets 4/8 and 5/8 of the Right of Way plans has a duplicated table. LJB will update the plans are resubmit with a full set of plans.
    b. The MR 72 designation under Michael Lane stands for Municipal Route 72.
    c. LJB will extend the overlay to approximately Sta. 50+65 to cover the watermain extension work. The plan and profile, typical section, and quantities will be updated.
    d. Conduit will be specified as 706.02 (reinforced concrete) in the plans and accounted for as a drainage alternate in the General Summary.
    e. BMP calculations will be reviewed for plan modifications.
    f. The existing telecommunications line will be updated in the survey per the marked up Stage 3 plans sent from Breck Cowan at Cincinnati Bell on November 22, 2019.
    g. Final Tracings will be submitted to the City, Briggs Creative Services, and Beck Consulting in compliance with the Stage 3 comments when complete. The anticipated date of completion is Friday, February 14, 2020.

3. Discussion on R/W acquisition process
    a. Doug will draft the introductory letters and list Lance Brown as the point of contact.
    b. The City will hire the review appraiser. Ben and Nick anticipate this can be a direct selection.
    c. Doug has completed the pre-acquisition scoping checklist.
    d. The City will be responsible for drafting the utility note in the construction documents.

4. Discussion on each parcel
    a. LJB will modify the Right of Way plans, legal descriptions, and closure report to split 6-WD into a smaller WD take and a utility easement.
    b. LJB will develop a parking lot exhibit for Papa John's with an itemized estimate.
    c. The City will seek council approval for Papa John's sign encroachment and use of pavement in the proposed right of way/utility easement.

5. Project scope change and fee proposal
    a. The current construction cost estimate is $1.24 million with 11.1% contingency.
    b. The authorized design fee for parts 1 through 7 is $283,746. The city directed LJB to include a $20,000 contingency for undefined scope. A portion of that $20,000 has already been directed toward engineering services for water main relocation and utility coordination.
    c. Additional fees have already been authorized by the city for waterline design ($10,500) and additional utility coordination ($3,250). The fees for 3 additional parcels for right of way acquisition and additional RE-95's and BS parcels will exceed the original contingency established by the city. There will also be additional engineering services required to revise right of way plans for Parcel 6 and preparing parking lot exhibits for Papa John's parcel.

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

6. Meeting adjournment
    a. The meeting was adjourned at approximately 4:30 PM. LJB and the City stayed after to discuss the Greenroads Certification process.
    b. The City will coordinate with Greenroads about decorating controller cabinets and incorporating historical bricks from Dixie Highway to possibly receive cultural credits in the final scoring. These modifications may be incorporated as notes in the plans prior to filing Final Tracings.

The above represents LJB's interpretations of the discussion held at the referenced meeting. These notes will be considered agreed to by all parties unless any errors, omissions or discrepancies are reported to the author.

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

APPENDIX A – SCOPE OF SERVICES

Project Narrative

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

PROJECT NARRATIVE

Project name: BUT-SR4-3.56 PID108270

Client name: City of Fairfield, Ohio

Date: February 18, 2020

LJB Inc. has developed a detailed scope of services including project understanding, deliverables, exclusions, assumptions and project constraints. This document is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process, if required.

PROJECT SCOPE OF SERVICES

We have based our fees upon our understanding of the scope of services, the LPA Scope of Services provided with the request for qualifications, and discussion with your office, ODOT District 8, Briggs Creative Services, and Beck Consulting during the Right of Way Acquisition & Greenroads Kickoff Meeting at your office on Thursday, February 6, 2020.

Right of Way Plans & Acquisition Services

- 3.4.B.G Final Legal Descriptions and Final Closures – Make necessary changes to change 6-WD and prepare 6-U.
- 3.4.C.A Final Right of Way Plans – Update plans and summaries to split 6-WD into a smaller 6-WD and 6-U.
- 3.4.C.E Appraisal Acquisition Support – Parking lot exhibit to provide appraisal acquisition support for Parcel 6.
- 4.1.A Right of Way Acquisition – Three (3) additional parcels added to right of way acquisition and appraisal scope of services.

PROJECT DELIVERABLES

The deliverables for this project will include:

Standards

- The deliverables for this project will follow ODOT L&D and CADD Engineering Manual standards.

Plan sets

- LJB will provide an electronic file copy of a feasible parking lot layout post-construction for the Papa John's parcel.

PROJECT CONSTRAINTS

Right of way acquisition is scheduled for clearance by June 30, 2021.

ASSUMPTIONS

In preparing this scope of services, LJB has made the following assumptions:

- Nine parcels are anticipated in acquisition.

EXCLUSIONS

LJB has excluded the following items in our scope of services:

- Cost of permits

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

Appendix B – Subconsultant Proposal

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

BCS, LLC
ENGINEERING | SURVEYING
RIGHT OF WAY | ENVIRONMENTAL

5390 Courseview Drive, Suite 2 • Mason OH • 45040
Mailing: P.O. Box 159 • South Lebanon OH • 45065
(513) 339-2387 • www.briggscreativeservices.com

BUT-SR4-3.56

NARRATIVE OF COST PROPOSAL
SEPTEMBER 17, 2018 REVISED FEBRUARY 7, 2020

Introductory Section

LJB, Inc. has requested an updated price proposal in accordance with the right-of-way plans provided to BCS, LLC on January 14, 2020. The price proposal below reflects the fees associated for the acquisition of the parcels as shown.

Description of Work Provided and Assumptions

Based on the provided plans, right-of-way is required for 9 owners instead of 6 as anticipated in the previous proposal (dated September 17, 2018). The appraisal formats, as determined by Lance Brown, have been provided below.

Since there are three simplified valuations anticipated for the parcels being acquired, there will likely be three abbreviated titles and six full (42 year) titles. BCS, LLC has included mortgage release amounts for parcels anticipated to require narrative appraisal formats. Closings will be formal closings for all but one parcel since they are warranty deed fee title takes. The ODOT Policies and Procedures manual will be utilized for this project.

We have included a potential of nine RE-95's and nine bill of sale parcels, in case there is a third-party ownership of signs. The recording and copying fees have been estimated at $125.00 per parcel. Per our discussion with Lance Brown, he will be providing the sign estimates. We have also included a title update fee for appropriations, in case it should be required in the future. We have not included time for expert witness testimony should it be required.

Cost estimating is assumed to be provided by Lance Brown. Lance Brown's fees are not included in this contract. Appraisal review fees will be provided by the city of Fairfield, because they will need to hire the appraisal reviewer independently of this contract.

The major difference from the original price proposal and narrative is that there is now an additional three parcels and the associated fees have been added to the original price proposal in order to address the effort required. The actual price proposal and reference documents are attached below. If the project scope changes, BCS, LLC reserves the right to revise the price proposal accordingly.

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

BCS, LLC
ENGINEERING | SURVEYING
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5390 Courseview Drive, Suite 2 • Mason OH • 45040
Mailing: P.O. Box 159 • South Lebanon OH • 45065
(513) 339-2387 • www.briggscreativeservices.com

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: Briggs Creative Services
District: 8 **Date:** 09/17/2018 rev 02/07/2020
PID NO.: 108270 **Task No.:**
Project CRS: BUT-SR4-3.56

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal - (Lance Brown will Provide Separately)				
a. RE 95 Preparation *(if authorized)*	parcel	9	$300.00	$2,700.00
b. R/W Appraisal Report (RE 25-17)	parcel	0	$0.00	$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel	0	$0.00	$0.00
d. Value Finding (RE 90)	parcel	0	$0.00	$0.00
e. Value Analysis	parcel	0	$0.00	$0.00
f. Project Data Book	parcel	0	$0.00	$0.00
g. Project Management	parcel	9	$100.00	$900.00
SECTION SUBTOTAL				**$3,600.00**
3. Appraisal Review - By Others				
a. R/W Appraisal Report(RE 25-16)	parcel	0	$0.00	$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel	0	$0.00	$0.00
c. Value Finding (RE 25-14)	parcel	0	$0.00	$0.00
d. Value Analysis (RE 25-13)	parcel	0	$0.00	$0.00
e. USPAP Review (RE 25-12)	parcel	0	$0.00	$0.00
f. Parcel Impact Note	parcel	0	$0.00	$0.00
g. Appraisal Problem Analysis	parcel	0	$0.00	$0.00
h. Project Management	parcel	0	$0.00	$0.00
SECTION SUBTOTAL				**$0.00**
4. Title Researches				
a. Abbreviated Titles	parcel	3	$300.00	$900.00
b. Full Title (42 year)	parcel	6	$600.00	$3,600.00
c. Title Update	parcel	0	$125.00	$0.00
d. Project Management	parcel	9	$100.00	$900.00
SECTION SUBTOTAL				**$5,400.00**
SECTION TOTAL				**$9,000.00**

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

BCS, LLC
ENGINEERING | SURVEYING
RIGHT OF WAY | ENVIRONMENTAL

5390 Courseview Drive, Suite 2 • Mason OH • 45040
Mailing: P.O. Box 159 • South Lebanon OH • 45065
(513) 339-2387 • www.briggscreativeservices.com

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	9	$1,600.00	$14,400.00
b. Bill of Sale Negotiation (*if authorized)*	Per BS Parcel	9	$1,000.00	$9,000.00
c. Negotiation Trainee	parcel	0	$300.00	$0.00
d. Project Management	parcel	9	$100.00	$900.00
SECTION SUBTOTAL				**$24,300.00**
6. Closings				
a. Mail Out	parcel	1	$300.00	$300.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	8	$550.00	$4,400.00
c. Formal - structure parcels	parcel	0	$725.00	$0.00
d. Title Update for Appropriation (*if authorized*)	parcel	2	$250.00	$500.00
e. Mortgage Release *(if authorized)*	per release	8	$350.00	$2,800.00
f. Project Management	parcel	9	$100.00	$900.00
SECTION SUBTOTAL				**$8,900.00**
7. Relocation Assistance Services				
a. Residential offer made	parcel	0	$2,500.00	$0.00
b. Residential final billing	parcel	0	$2,500.00	$0.00
c. Commercial Offer made	parcel	0	$2,250.00	$0.00
d. Commercial final billing	parcel	0	$2,250.00	$0.00
e. Personal Property final billing	parcel	0	$1,500.00	$0.00
f. Pre-Acquisition Survey/Interview	parcel	0	$400.00	$0.00
g Pre-Acquisition Report	parcel	0	$1,000.00	$0.00
h Project Management	parcel	0	$100.00	$0.00
SECTION SUBTOTAL				**$0.00**
8 Relocation Review				
a. Residential Review	parcel	0	$2,000.00	$0.00
b. Commercial Review	parcel	0	$1,500.00	$0.00
c. Personal Property Review	parcel	0	$500.00	$0.00
d. Project Management	parcel	0	$100.00	$0.00
SECTION SUBTOTAL				**$0.00**

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

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Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel	0		$0.00
b. Testing	parcel	0		$0.00
SECTION SUBTOTAL				**$0.00**
10. Miscellaneous				
a. Red Books	parcel	0		$0.00
b. Meetings and Testimony for appropriations - Not Included in this	parcel	0		$0.00
c. Property Management	parcel	0		$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel	0		$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	9	$125.00	$1,125.00
f. R/W Cost Estimate (RE-101)	parcel	0		$0.00
SECTION SUBTOTAL				**$1,125.00**
SECTION TOTAL				**$34,325.00**
GRAND TOTAL				**$43,325.00**

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

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RIGHT OF WAY | ENVIRONMENTAL

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APPRAISAL FORMATS

From: Lance Brown <lbrown@e-beck.com>
Sent: Friday, January 17, 2020 12:43 PM
To: Doug Briggs
Cc: Laura Boyle
Subject: Report Types--Fairfield RT. 4

Parcel	Owner	Report Type
2	BONAMINIO FAMILY LTD PRT	Value Finding
3	KENNEDY CENTRE INC	Value Finding
4	NOBLE FAMILY LLC	Value Finding
5	WELLESLEY FAIRFIELD LLC	Value Finding
6	ABBEY BRADLEY J & MEGGINSON KIMBERLY	Full Narrative
8	Boymel Family, LLC	Value Analysis
7	New Group	Value Analysis
10	BONAMINIO FAMILY LIMITED PRT	Value Finding
11	Jungle Jim's Market Inc.	Value Analysis

Lance R. Brown, MAI, AI-GRS
Beck Consulting, Inc.
5380 Pleasant Ave.
Suite 4B
Fairfield OH, 45014
Direct: 513-457-7043
Main: 513-942-5000
Fax: 513-942-9602

Attachment: P2020-02-18 BUT-4-356 PID108270 RW Acq w attach (1448 : Additional Right of Way Acquisition Services for Route 4, Michael

Ben Mann

From: brian@bwbarnesinc.com
Sent: Wednesday, February 19, 2020 2:03 PM
To: Ben Mann
Subject: RE: BUT 4 - 3.56 PID 108270

Ben,
Thanks for considering me for your review appraisal needs. My fee will be $3,000 for the narrative report and $750 ea. for the 4 Value Finding reports. The total is $6,000. Also, the fee includes my assistance in preparing the ODOT checklist that is required, but if the form for the narrative report requires significant time and preparation by my office, I may ask for about $250 in that case.

Thanks for the opportunity.
Regards,
Brian

Brian W. Barnes
Brian W. Barnes & Co., Inc.
6860 Perimeter Drive, Suite B
Dublin, OH 43016
(614)761-0067- phone
(614)766-2406- fax

-------- Original Message --------
Subject: BUT 4 - 3.56 PID 108270
From: Ben Mann <bmann@fairfield-city.org>
Date: Wed, February 19, 2020 1:30 pm
To: "brian@bwbarnesinc.com" <brian@bwbarnesinc.com>

Brian

I am working on a project with LJB as the designer, Doug Briggs as the negotiator and Lance Brown as the appraiser.

I need to get a review appraiser on board to review 1 full narrative and 4 value findings. We don't plan to have the value analysis parcels reviewed. Lance said the review appraiser would likely need to do one or two blue sheets for me.

Are you interested and if so could you give me a fee proposal? We are hoping to have a field meeting in the next few meetings with ODOT, the appraiser, the City, and the review appraiser. I've been through this a couple of times but will need some help getting through the process. LJB is making a couple small changes to the right of way plans.

Feel free to give me a call to discuss. Lance also said you could call him if you have any questions.

Thanks.

Attachment: Barnes - Review Appraisals for PID 108270 (1448 : Additional Right of Way Acquisition Services for Route 4, Michael Lane &

Ben Mann, PE, MPA
Deputy Public Works Director / City Engineer
City of Fairfield, Ohio
8870 North Gilmore Road
513-867-4213

www.FairfieldOH.gov

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From: Lance Brown [mailto:lbrown@e-beck.com]
Sent: Wednesday, February 19, 2020 10:48 AM
To: Ben Mann
Subject: this is what I have

I am waiting to submit fees till I see the final plans.

BUT-4-Camelot/Michael Lane Intersection Improvement		
Parcel	**Owner**	**Report Type**
6	ABBEY BRADLEY J & MEGGINSON KIMBERLY J	Full Narrative
2	BONAMINIO FAMILY LTD PRT	Value Finding
3	KENNEDY CENTRE INC	Value Finding
4	NOBLE FAMILY LLC	Value Finding
5	WELLESLEY FAIRFIELD LLC	Value Finding
		Sub Total
7	New Group	Value Analysis
8	Boymel Family, LLC	Value Analysis
10	BONAMINIO FAMILY LIMITED PRT	Value Analysis
11	Jungle Jim's Market Inc.	Value Analysis
		Total

Lance R. Brown, MAI, AI-GRS
Beck Consulting, Inc.
5380 Pleasant Ave.
Suite 4B
Fairfield OH, 45014

Direct: 513-457-7043
Main: 513-942-5000
Fax: 513-942-9602

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH LJB, INC. FOR THE ENGINEERING OF THE ROUTE 4, MICHAEL LANE & CAMELOT DRIVE INTERSECTION IMPROVEMENTS 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 execute an amendment to the contract with LJB, Inc. for the engineering of the Route 4, Michael Lane and Camelot Drive Intersection Improvements in accordance with the amendment 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 procedures needed to appraise, negotiate and acquire right of way following federal rules must begin 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\2020\LJB, Inc.-Ord

Attachment: LJB Inc.-Ord (1448 : Additional Right of Way Acquisition Services for Route 4, Michael Lane & Camelot Drive Project)

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Pavement Marking Application contract for the 2020 Program

Legislation Title:
Ordinance to authorize the City Manager to enter into a contract with A&A Safety of Amelia, Ohio for the 2020 Pavement Marking Application Program.

Recommendation:
It is recommended that City Council approve legislation for an appropriation in the amount of $115,000.00 from the Street Improvement Fund, and authorize the City Manager to enter into a contract with A&A Safety of Amelia, Ohio for the 2020 Pavement Marking Application contract.

Background/Synopsis:

The City contracts out the application of pavement markings on an annual basis to promote safety and aesthetics.

The City has approximately 408 lane miles of pavement within the City. As pavement markings become aged, it is necessary to re-paint them on an annual basis. This project will also include the replacement of raised pavement marker lenses on select streets.

A bid opening was held on February 18th for which two (2) bids were received. The bid results are attached.

The lowest and best bidder is A&A Safety of Amelia, Ohio.

Financial Impact:

$115,000.00 ($101,574.27 for the application of roadway pavement markings plus a contingency of $13,425.73) from the Street Improvement Fund. This project is included in the propsed 2020-2024 Capital Improvement Program, pending City Council approval. The project number is 0PW09.

Emergency Provision Explanation:

A rules suspension is being requested in order to begin the process as soon as the contractor is available.

Rule Suspension Requested:

Yes

Emergency Provision Needed:
No

Attachments:
1. 2020 Pavement Marking Program - Bid Results
2. AA Safety-Ord

City of Fairfield
Bid Tabulation for "2020 Pavement Marking Program"
Bid Opening: February 18, 2020, City of Fairfield Council Chambers
Engineer's Estimate $110,527.66

					BIDDER The Aero-Mark Company, LLC 10423 Danner Drive Streetsboro, OH 44241 330-995-0100				BIDDER A&A Safety 1126 Ferris Road Amelia, OH 45102 513-943-6100			
Item #	Unit	Description	642 Traffic Paint Quantity	648 Spray Thermoplastic Qty	642 Traffic Paint Unit Price	642 Traffic Paint Total	648 Spray Thermoplastic Unit Price	648 Spray Thermoplastic Total	642 Traffic Paint Unit Price	642 Traffic Paint Total	648 Spray Thermoplastic Unit Price	648 Spray Thermoplastic Total
1	Feet	Stop Bar (24")	3993		$ 2.20	$ 8,784.60		$ -	$ 1.40	$ 5,590.20		$ -
2	Miles	Lane Line (4" White)	11.128	0.590	$ 290.00	$ 3,227.12	$ 660.00	$ 389.40	$ 325.00	$ 3,616.60	$ 580.00	$ 342.20
3	Miles	Lane Line (4" Yellow)	0.298		$ 310.00	$ 92.38		$ -	$ 325.00	$ 96.85		$ -
4	Miles	Center Line (4" Double Yellow)	20.200	5.673	$ 681.00	$ 13,756.20	$ 1,850.00	$ 10,495.05	$ 540.00	$ 10,908.00	$ 1,645.00	$ 9,332.09
5	Feet	Center Guide	90		$ 1.50	$ 135.00		$ -	$ 0.50	$ 45.00		$ -
6	Miles	Center Line (4" Broken and Solid)	5.607	0.180	$ 600.00	$ 3,364.20	$ 2,640.00	$ 475.20	$ 465.00	$ 2,607.26	$ 1,185.00	$ 213.30
7	Feet	Crosswalk Line (12")	10742		$ 0.92	$ 9,882.64		$ -	$ 1.10	$ 11,816.20		$ -
8	Feet	Dotted Guide Line	1237		$ 1.00	$ 1,237.00		$ -	$ 0.50	$ 618.50		$ -
9	Feet	Transverse Line (24" White)	1635		$ 0.90	$ 1,471.50		$ -	$ 1.15	$ 1,880.25		$ -
10	Feet	Transverse Line (24" Yellow)	1614		$ 0.90	$ 1,452.60		$ -	$ 1.15	$ 1,856.10		$ -
11	Feet	Channel Line (8")	33636	2811	$ 0.27	$ 9,081.72	$ 0.70	$ 1,967.70	$ 0.30	$ 10,090.80	$ 1.00	$ 2,811.00
12	Miles	Edge Line (4" White)	14.571	8.075	$ 500.00	$ 7,285.50	$ 832.00	$ 6,718.40	$ 425.00	$ 6,192.68	$ 1,050.00	$ 8,478.75
13	Miles	Edge Line (4" Yellow)	0.640	0.030	$ 500.00	$ 320.00	$ 1,320.00	$ 39.60	$ 425.00	$ 272.00	$ 1,050.00	$ 31.50
14	Each	"ONLY"	112		$ 42.00	$ 4,704.00		$ -	$ 35.00	$ 3,920.00		$ -
15	Each	Arrow	463		$ 32.00	$ 14,816.00		$ -	$ 30.00	$ 13,890.00		$ -
16	Each	Combination Arrow	24		$ 49.00	$ 1,176.00		$ -	$ 40.00	$ 960.00		$ -
17	Each	"SCHOOL"	17		$ 190.00	$ 3,230.00		$ -	$ 155.00	$ 2,635.00		$ -
18	Each	Island Ball	32		$ 48.75	$ 1,560.00		$ -	$ 30.00	$ 960.00		$ -
19	Each	"RAILROAD"	5		$ 200.00	$ 1,000.00		$ -	$ 155.00	$ 775.00		$ -
20	Feet	Yield Bar	77		$ 8.00	$ 616.00		$ -	$ 5.00	$ 385.00		$ -
21	Each	TURN	2		$ 75.00	$ 150.00		$ -	$ 150.00	$ 300.00		$ -
22	Each	RIGHT	2		$ 75.00	$ 150.00		$ -	$ 150.00	$ 300.00		$ -
23	Each	AHEAD	1		$ 75.00	$ 75.00		$ -	$ 150.00	$ 150.00		$ -
24	Feet	Grinding	100		$ 2.50	$ 250.00		$ -	$ 2.50	$ 250.00		$ -
25	Each	Grinding Words/Arrows	5		$ 50.00	$ 250.00		$ -	$ 50.00	$ 250.00		$ -
* Bidders are asked to provide pricing for thermoplastic unit prices.					642 Traffic Paint		648 Spray Thermoplastic		642 Traffic Paint		648 Spray Thermoplastic	
Minimal quantities are anticipated for this year's program at this time.					Total	$ 88,067.46	Total	$ 20,085.35	Total	$ 80,365.43	Total	$ 21,208.84
		Total Contract Amount			**$**			**108,152.81**	**$**			**101,574.27**

These bids will be reviewed by the Public Works 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: 2020 Pavement Marking Program - Bid Results (1449 : Pavement Marking Application

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH A&A SAFETY FOR THE 2020 PAVEMENT MARKING APPLICATION PROGRAM.

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 A&A Safety for the 2020 Pavement Marking Application program in accordance with the bid on file in the office of the City Manager.

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\2020\A & A Safety-Ord

Attachment: AA Safety-Ord (1449 : Pavement Marking Application contract for the 2020 Program)

City Council Resolution
Regular Meeting - March 9, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Authorization to provide water service to 8200 Seward Road

Legislation Title:
Resolution permitting a Fairfield Township property owner at 8200 Seward Road to receive City of Fairfield, Ohio water and sewer service and declaring an emergency.

Recommendation:
It is recommended that City Council pass a resolution to authorize the City of Fairfield's Public Utilities Department to provide public water service to the property at 8200 Seward Road, Fairfield Township, OH, 45014, for use by that property only. Rules suspension is requested to expedite service connection.

Background/Synopsis:

The owner of 8200 Seward Road, Fairfield Township, Ohio 45011, wishes to connect the existing residential structure on the property to the City of Fairfield's public water system. The structure is currently on well water and the owner desires to secure public water service for the house. As the City of Fairfield has readily available and accessible water service in this area (a public main runs along the entire property frontage), and because the Butler County Water and Sewer Department does not have readily accessible water service in this location, the property owner desires to secure utility service from Fairfield.

This resolution grants permission to the City of Fairfield's Public Utilities Department to provide water service to the aforementioned property, and authorizes the City Manager to execute the attached Temporary Water Service Agreement between the Board of County Commissioners of Butler County, Ohio, the City of Fairfield, Ohio, and LLO Holdings LLC (property owner).

In accordance with this Agreement, Fairfield's Public Utilities Department has reviewed the site at 8200 Seward Road and is agreeable to providing water service to this property - pending consent by the Board of County Commissioners of Butler County, Ohio; and payment of all applicable fees and charges by the property owner.

Financial Impact:

The City of Fairfield Water Division will secure revenue from this parcel via connection fees and user charges.

Emergency Provision Explanation:

Emergency provisions are requested to allow for the immediate connection of this property to the public water system to ensure the quality of water supplied to this structure for the ultimate protection of human health.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Agreement signed 02242020
2. CERTIFICATE FORM FOR AGREEMENT 8200 Seward Rd
3. 8200 Seward Road City of Fairfield Water - Res

Attachment: Agreement signed 02242020 (1453 : Authorization to provide water service to 8200 Seward Road)

BUTLER COUNTY, OHIO

TEMPORARY WATER SERVICE AGREEMENT

THIS AGREEMENT made by and between the BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO, hereinafter referred to as "Butler County", the CITY OF FAIRFIELD, OHIO, hereinafter referred to as "Fairfield" and LLO HOLDINGS, LLC, hereinafter referred to as "Applicant."

WITNESSETH:

THAT WHEREAS, it has been the policy of Butler County to allow temporary water service to those properties within the existing water system service area boundaries, but without present access to Butler County water provided said service connection would not be detrimental to the existing system and the following conditions were met:

1. Applicant shall agree to pay their proportionate share of the cost of extending a Butler County water main past their property when and if such an extension ever becomes necessary or desirable by consent of the majority or by order of the Board of County Commissioners of Butler County, Ohio. Additionally, Applicant shall switch their water service to the Butler County system within 90 days of Butler County water becoming available to this property. Butler County, as part of the water main installation, will install a tap on the water main and service line to the right of way.

2. Applicant shall pay at the time of connection to the Butler County system all fees, connection charges and deposits as have been previously established for the specific water system from which service is to be obtained except for the current capacity fee. The Butler County capacity fee will be handled as follows:

> If connection to the Butler County system is made within 10 years of this agreement, the Fairfield Connection fee of $800.00 will be reimbursed from Fairfield to Butler County at the time the service is converted to Butler County's System and the Applicant will pay the difference between the $800.00 and the current Butler County capacity fee. However, if connection is made to the Butler County system after 10 years from the date of this agreement, the applicant will have to pay all the current Butler County capacity fees and no funds will be reimbursed from Fairfield. Applicant understands that this agreement only applies to one connection for the existing residential structure on parcel A0300007000023

NOW THEREFORE, Butler County and Applicant do mutually agree as follows:

SECTION 1. Butler County agrees to allow Applicant to temporarily connect and purchase water from Fairfield for the existing residential unit on the 1.516 acre parcel on Exhibit "A" attached hereto.

SECTION 2. At such time that a Butler County water main becomes available to this property, Applicant, at his/her own expense, shall provide a new service connection to the Butler County water main. Said service connection shall include all labor and materials necessary to complete said connection including all piping from the right of way, meter pit and meter setting appurtenances. Said connection must be performed by a person(s) bonded by and under the inspection of Butler County Water & Sewer Department. Perpetual maintenance of said service connection will remain the responsibility of Applicant.

SECTION 3. It is further understood and agreed that this contract only applies to the property described, runs with the land and is binding upon the heirs and assigns of the grantors and that this contract is not transferable from the real estate shown on Exhibit "A" attached hereto.

NOW THEREFORE, Fairfield agrees to reimburse the capacity fee of $800.00 to Butler County at the time that this water service is switched to the Butler County system if the service is switched within 10 years of the date of this agreement and agrees to allow water service to this parcel without annexation now or in the future.

Description and location of property for which application is made:

Situated in the State of Ohio, Butler County, Fairfield Township, in Section 17, Town 2, Range 2 and being all of Lot No. 88 on the Auditor's Revised list of lots for Fairfield Township, known as Parcel No. A0300-007-000-023, being more particularly described by Instrument Number 2019-00021781 as recorded in O.R. 9302, Page 635 in the Butler County Recorder's Office. Property is also shown on Plat of Survey as 1.516 acres (Exhibit A)

Service Location: 8200 Seward Rd Mailing Address: 3939 River Rd Fairfield

Applicant: LLO Holdings, LLC

Chad Oberson
(Signature)

Chad Oberson
(Print Name)

member
(Title)

STATE OF OHIO, COUNTY OF BUTLER, ss:
To Wit

Before me, a Notary Public, in and for said County and State, personally appeared the above named Chad Oberson, who acknowledged that He did sign the foregoing instrument and that the same is _____ free act and deed.

Attachment: Agreement signed 02242020 (1453 : Authorization to provide water service to 8200 Seward Road)

IN TESTIMONY WHEREOF, I have herunto set my hand and Official Seal at Fairfield Ohio, this 24th day of February, A.D. 2020.

Notary Public, Butler County, Ohio

Tracey M Baker

My Commissioner expires:

July 15, 2024

TRACEY M BAKE
NOTARY PUBLI
STATE OF OHI
Comm. Expire
07-15-2024

IN EXECUTION WHEREOF, the parties hereto have set their hands on the ____ day of _____, 2020 authorized and pursuant to a resolution and an ordinance respectively:

BUTLER COUNTY ADMINISTRATOR
BUTLER COUNTY, OHIO

_____
Judi Boyko (Date)

CITY OF FAIRFIELD, OHIO

_____
By: Mark T. Wendling, City Manager

APPROVED ONLY AS TO FORM

_____ 2/19/20
Prosecuting Attorney
Butler County, Ohio

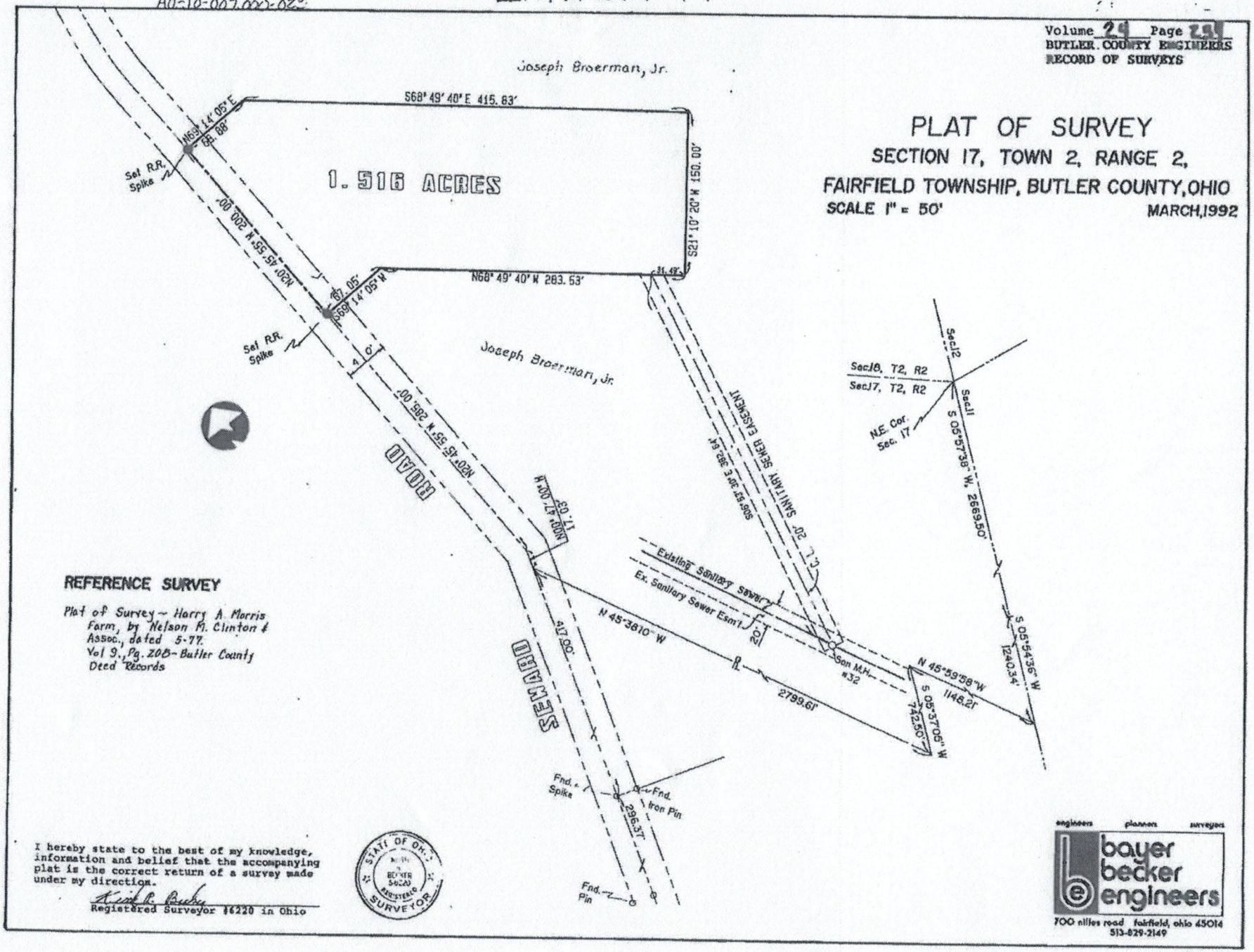
This instrument prepared by Butler County Water & Sewer

Attachment: Agreement signed 02242020 (1453 : Authorization to provide water service to 8200 Seward Road)

A0-10-007.000-02

Exhibit "A"

Volume 24 Page 29
BUTLER COUNTY ENGINEERS
RECORD OF SURVEYS



REFERENCE SURVEY

Plat of Survey - Harry A. Morris Farm, by Nelson M. Clinton & Assoc., dated 5-77. Vol 9, Pg. 208 - Butler County Deed Records

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the correct return of a survey made under my direction.

Registered Surveyor #6220 in Ohio

STATE OF OHIO — KARL R. BAILEY — REGISTERED SURVEYOR

PLAT OF SURVEY

SECTION 17, TOWN 2, RANGE 2,
FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO
SCALE 1" = 50' MARCH, 1992

engineers planners surveyors
bayer becker engineers
700 nilles road fairfield, ohio 45014
513-829-2149

- 92-33

Attachment: Agreement signed 02242020 (1453 : Authorization to provide water service to 8200 Seward Road)

Regarding Temporary Water Service Agreement for 8200 Seward Road, Fairfield Township

CERTIFICATE:

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that funds to cover payment for the services, supplies, work or property embodied in this Contract/Agreement are presently available or in the process of collection and that Council has appropriated money for this purpose, and it remains unencumbered.

_____
Scott Timmer, Finance Director
City of Fairfield, Ohio

APPROVED AS TO FORM:

_____
John Clemmons, Law Director
City of Fairfield, Ohio

APPROVED AS TO CONTENT:

_____
Adam Sackenheim, Public Utilities Director
City of Fairfield, Ohio

Attachment: CERTIFICATE FORM FOR AGREEMENT 8200 Seward Rd (1453 : Authorization to provide water service to 8200 Seward Road)

RESOLUTION NO. _____

RESOLUTION PERMITTING A FAIRFIELD TOWNSHIP PROPERTY OWNER AT 8200 SEWARD ROAD TO RECEIVE CITY OF FAIRFIELD, OHIO WATER AND SEWER SERVICE AND DECLARING AN EMERGENCY.

WHEREAS, Fairfield Township and Butler County do not provide water or sewer service to the property at 8200 Seward Road, Fairfield Township, Ohio,

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

Section 1. Permission is hereby granted to the owner(s) of the property known as 8200 Seward Road, Fairfield Township, Ohio, to receive City of Fairfield, Ohio water and sewer service for the use of that property only, subject to the payment of all applicable fees and charges.

Section 2. This permission for water and sewer service shall terminate if and when Fairfield Township or Butler County has adequate water and/or sewer service available to the property, at which time the property owner shall disconnect from the City of Fairfield water and/or sewer service and connect to the Fairfield Township or Butler County water and/or sewer service and pay all appropriate fees and costs. This permission is contingent upon execution by the property owner of a written agreement to these terms.

Section 3. 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 the water and sewer service to the property can be established in a timely manner; 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

Active Clients\City of Fairfield\Ordinances\2020\8200 Seward Road City of Fairfield Water - Res

Attachment: 8200 Seward Road City of Fairfield Water - Res (1453 : Authorization to provide water service to 8200 Seward Road)

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020."

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.

$34,962 for additional right of way acquisition services;
$785,000 for 2020 Concrete Repair and Replacement Program (existing contract);
$18,500 for Carbon Dioxide System at Water Plant (existing contract);
$115,000 for 2020 Pavement Marking Application Program.

Financial Impact: $953,462.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. ContractualAppropriations.030920
2. Contractual 3-9-Ord

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation for 2020 Concrete Repair and Replacement Program

Legislation Title:
Appropriation for 2020 Concrete Repair and Replacement Program

Recommendation:
The staff recommends that $785,000.00 from the Street Improvement Fund be appropriated for the 2020 Concrete Repair and Replacement Work. This is an appropriation only - the multi-year contract was passed in 2018.

Background/Synopsis:

The majority of the expense in the concrete repair/replacement work is concrete curb and gutter, which is primarily associated with the asphalt overlay project. This is a unit price contract and exact quantities and individual streets for which work is to be performed are yet to be finalized.

The City will exercise our second year option with Prus Construction. Prus Construction was selected in 2018 under a competitive bid process. The quantities bid in 2018 were for the purposes of generating a fair and competitive bid. This is the third and final year of their three year contract. The curb program will be competitively bid again in the spring of 2021.

City Council has historically approved funding for annual concrete repair and replacement work done in conjunction with the Annual Overlay Program.

The project is programmed in the 2020-2024 CIP as 0PW07.

This project is the replacement of deteriorated curb and gutter and other concrete work required prior to asphalt overlay installation. Additional maintenance of concrete throughout the City is also included in this appropriation. Concrete work done by other departments under this contract will be taken from other funding sources.

Financial Impact:

$785,000.00 from the Street Improvement Fund.

Emergency Provision Explanation:

None requested.

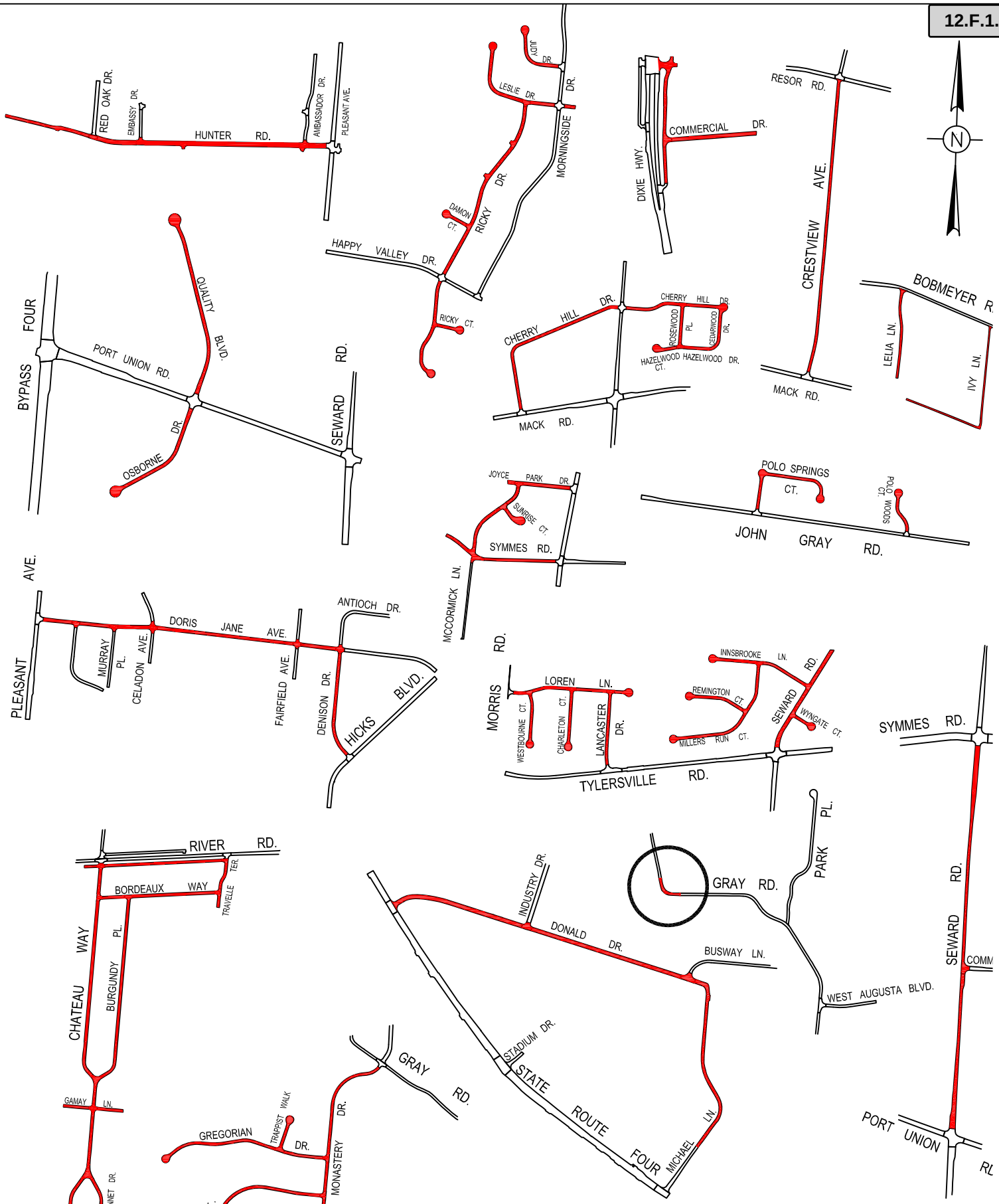
Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. 2020 Overlay Map

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)



Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

CITY OF FAIRFIELD		TITLE SHEET	JOB
8870 North Gilmore Road . Fairfield, Ohio . (513) 867-4200		2020 Asphalt Paving & Resurfacing Locations	DA 01/
NO. DATE REVISIONS BY		FAIRFIELD, OHI	SHEET NO.
SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM

City Council Action Item
Regular Meeting - March 9, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Appropriation for Carbon Dioxide System project at Water Plant

Legislation Title:
Appropriation for Carbon Dioxide System project at Water Plant

Recommendation:

Background / Synopsis:

This request is for authorization to use contractual contingency funds approved in 2019 as related to City Contract 2019-21 with TOMCO2 Systems: Carbon Dioxide System Upgrades at the Water Treatment Plant (reference Ordinance 81-19).

This project will ultimately result in the removal of outdated treatment plant equipment and the installation of two (2) new 30-ton horizontal Carbon Dioxide storage tanks and related gas feed control systems. The requested project contingency funds will be used to execute a contract change order to allow for limited equipment upgrades by the equipment manufacturer, including but not limited to:

- pH instrumentation;
- stainless steel tank piping;
- modified air diffuser assemblies

A summary of equipment upgrades and costs are attached for review.

Financial Impact:

A contractual appropriation is requested for TOMCO2 Systems in the amount of $18,500.00

Funding for this project was included in the approved 2019-2023 Capital Improvement Program (CIP), under 9WT05 - 'Replace Major Process Equipment'. Funding source is the Water Replacement and Improvement Fund (604).

Rule Suspension Requested:

Emergency Provision Needed:

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

Attachments:
1. TOMCO change order summary 2020

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

From: Al Hamilton
To: Bridges, Tyler; Luke Lana; Mike Dirth
Cc: Jason Hunold; Adam Sackenheim; Jason Blevens; David Reis; Randy Hassler; Smallwood, Bob
Subject: RE: Fairfield CO2 Submittal Questions
Date: Thursday, February 06, 2020 5:09:57 PM

Tyler the cost adder for the 2 additional probes will be $11,000 to include the following:

2 digital pH probes, mounting hardware, new input card, upsizing the cabinet to 36”x30”x10” and providing updated drawings.

Al Hamilton | Project Manager

TOMCO$_2$ Systems
3340 Rosebud Road
Loganville, GA 30052
☎1-800-832-4262 Office
☎770-979-8000 ext. 272
☎678-892-7438 Direct
☎770-680-6804 Cell
AHamilton@TOMCOsystems.com
www.TOMCOsystems.com

Summary of equipment upgrades:

- pH upgrades: 2 digital pH probes, mounting hardware, new input card, upsizing the cabinet to 36”x30”x10” and providing updated drawings: $11,000
- Upgrade from Carbon Steel to 304 SS for storage tank piping: $3,500
- Diffuser modifications: 2-diffusers per basin, each with 4 spargers. These would be connected to a common header and valved off individually: $2,296.
- TOTAL CHANGE ORDER Cost: $16,796.00

From: Bridges, Tyler <TBridges@grwinc.com>
Sent: Thursday, February 6, 2020 4:02 PM
To: Al Hamilton <ahamilton@tomcosystems.com>; Luke Lana <LLana@tomcosystems.com>; Mike Dirth <mdirth@tomcosystems.com>
Cc: 'Jason Hunold' <JHunold@fairfield-city.org>; 'Adam Sackenheim' <ASackenheim@fairfield-city.org>; 'Jason Blevens' <jblevens@fairfield-city.org>; 'David Reis' <DReis@fairfield-city.org>; 'Randy Hassler' <rhassler@fairfield-city.org>; Smallwood, Bob <BSmallwood@grwinc.com>
Subject: RE: Fairfield CO2 Submittal Questions

Al,

Thanks again for your detailed response. To maintain the flow I’ve responded to your comments in purple below.

Thanks,

Tyler Bridges, PE
GRW Engineers

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

Tyler Bridges, PE
GRW | engineering | architecture | geospatial
9710 Bunsen Parkway | Louisville, KY 40299
P 502.489.8484 ext290 | C 859.802.4406
Email: TBridges@grwinc.com| Website: www.grwinc.com

From: Al Hamilton [mailto:ahamilton@tomcosystems.com]
Sent: Wednesday, February 05, 2020 7:23 PM
To: Bridges, Tyler <TBridges@grwinc.com>; Luke Lana <LLana@tomcosystems.com>; Mike Dirth <mdirth@tomcosystems.com>
Cc: 'Jason Hunold' <JHunold@fairfield-city.org>; 'Adam Sackenheim' <ASackenheim@fairfield-city.org>; 'Jason Blevens' <jblevens@fairfield-city.org>; 'David Reis' <DReis@fairfield-city.org>; 'Randy Hassler' <rhassler@fairfield-city.org>; Smallwood, Bob <BSmallwood@grwinc.com>
Subject: RE: Fairfield CO2 Submittal Questions

Ok Tyler. Thank you for being flexible and communicative in this process. I am confident we will work through all issues and provide quality product to suit your needs. I know this is a lot of back and forth, however it assures that we are on the same page and documents everything as we progress. That being said, please see Tomco's response below.

Tyler, thank you for your comments. We hope to move forward with construction once we have your approval. Please see our response to open items below in green.

1. Page 1 (Item F) and page 4 (Output control signals from the pH transmitter) of the TOMCO2 System Overview along with sheet 8 of drawing # AiTOMCO-101. After reviewing wiring requirements for the pH transmitters I see TOMCO is only calling for a pH probe on the influent side of each recarb basin, not one on the effluent side. The GRW drawings reflect 2 influent and 2 effluent probes. TOMCO drawing shows the analog input card is full so we would need an additional analog input card to accommodate the additional two effluent probes. Can this be modified?

This change would require additional costs and can be done with a change order.

Please provide change order cost to add a second probe for each basin, as well as additional analog input card(s). Fairfield would intend to use the second probe (to be located at basin effluent) for 'information only' at this time.

To be clear, Two (2) insertion type pH assemblies will be provided for field installation IN the recarbonation basins. They shall be located roughly 180 seconds downstream of CO2 application point. I have attached a sketch to show the optimal flow arrangement for the water as it is treated to react with the CO2. Ideally, you want over and under weirs to force the water to mix with CO2 and then flow over a weir. The pH probes should be placed after the over weir to ensure as much of CO2 is dissolved in water as possible. That being said, would you still like for us to price out the additional probes (assembly items and hardware for mounting as well as

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

analog input card)?

We understand the placement requirements for the influent pH probe. However, Fairfield is interesting in have 2 pH probes per basin (4 total). The second probe in each basin would be on the effluent side and be used for information only. This would obviously need the appropriate input cards, etc. Can you please provide the additional cost for the secondary pH probe and the corresponding input cards, etc?

2. Drawing 60969PS (4) General Note #5 – This calls out the piping between major components within the CO2 storage tanks exterior units to be Carbon Steel. Piping everywhere else is to be 304 Stainless Steel. Why is stainless not used for these components? If making these stainless steel is an additional cost, can you please provide the additional cost to make this change.

Our standard is Carbon Steel. The CO2 does not affect CS. Additionally, this piping is housed in a covered cabinet and is not exposed to the elements. Providing 304SS would require additional cost of $3,500

Fairfield intends to accept this change order.

Please provide change order for this item so that we can proceed.

ok

3. The proposed diffusers are rated for 150 lbs/ hr. The Fairfield WTP contains 2 recarbonation basins, however, they typically only use 1 recarbonation basin at a time. As such, Fairfield would like the installed diffusers to be capable of operation over the entire range of historic CO2 feed rates of 25 to 300 lbs/hr. The average CO2 feed rate is 1700 lbs/day, 71 lbs/ hr.

Our proposal/scope includes 5 gas sparger elements for each diffuser assembly. We are providing 2 diffuser assemblies. Each sparger element can provide between 15 – 40 lb/hr. This means that you can disperse between 75 – 200 lb/hr per diffuser assembly. We would need to add 3 more sparger elements to each assembly in order to have each assembly provide 300 lb/hr. This would require a change order of roughly $550 per assembly.

Fairfield conducted an internal review of different options for the diffuser arrangement. Their preferred option is 2-diffusers per basin, each with 4 spargers. These would be connected to a common header and valved off individually. This would allow 1 diffuser to be used for normal flow and the second diffuser to be available via a manual valve for high flows. They feel that even though there will be times when they will feed CO2 below the "minimum" diffuser dispersal rate of 60 lbs/hr, this option still provides the flexibility they need without being operationally burdensome. With that said can you do the following.

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

1. **Confirm with the diffuser manufacturer that CO2 feed rates less than 60 lbs/hr and down to as low as 30 lbs/hr are acceptable with one diffuser (equipped with 4 spargers) in use.**

Request has been sent to vendor to confirm. Will follow up once a response is received.

OK

2. **Please provide a change order price for the diffuser layout as described above.**

This would require a change order of $1,148 per diffuser assembly with 2 additional assemblies required, the total amount would be $2,296.

OK

Al Hamilton | Project Manager

TOMCO$_2$ Systems
3340 Rosebud Road
Loganville, GA 30052
☎1-800-832-4262 Office
☎770-979-8000 ext. 272
☎678-892-7438 Direct
☎770-680-6804 Cell
AHamilton@TOMCOsystems.com
www.TOMCOsystems.com

From: Bridges, Tyler <TBridges@grwinc.com>
Sent: Friday, January 31, 2020 4:32 PM
To: Al Hamilton <ahamilton@tomcosystems.com>; Luke Lana <LLana@tomcosystems.com>; Patrice McCorkle <PMcCorkle@tomcosystems.com>; Mike Dirth <mdirth@tomcosystems.com>
Cc: 'Jason Hunold' <JHunold@fairfield-city.org>; 'Adam Sackenheim' <ASackenheim@fairfield-city.org>; 'Jason Blevens' <jblevens@fairfield-city.org>; 'David Reis' <DReis@fairfield-city.org>; 'Randy Hassler' <rhassler@fairfield-city.org>; Smallwood, Bob <BSmallwood@grwinc.com>
Subject: RE: Fairfield CO2 Submittal Questions

Al,

The Fairfield staff and myself have reviewed your response comments. Our responses are outlined below in teal.

Also, wanted to let you know that Fairfield is ready to proceed immediately to construction once the design and layout are approved.

Attachment: ContractualAppropriations.030920 (1456 : Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 119-19 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, 2020, AND ENDING DECEMBER 31, 2020."

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

Section 1. Ordinance No. 119-19, the 2020 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Street Improvement Fund**	**$934,962**
To:	40116023-233300 Engineering Services *(Route 4, Michael Lane & Camelot Drive Engineering 0PW27)*	$34,962
To:	40116025-252000 Improvements Other Than Building *(2020 Pavement Marking Program 0PW09 ($115,000); 2020 Concrete Curb Repair & Replacement Program 0PW07 ($785,000))*	$900,000
From:	**Unappropriated Water Replacement & Improvement Fund**	**$18,500**
To:	60416025-252000 Improvements Other Than Building *(Carbon Dioxide Storage and Gas Feed System 0WT05)*	$18,500

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

Attachment: Contractual 3-9-Ord (1456 : Contractual Appropriations)

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\2020\Contractual 3-9-Ord

Attachment: Contractual 3-9-Ord (1456 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Non-Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020."

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.

$36,232 for purchase of Ford F-150 (Water/Sewer);
$25,000 for Sanitary Sewer Flow Modeling.

Financial Impact: $61,232.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.030920
2. NonContractual 3-9-Ord

City Council Ordinance
Regular Meeting - March 9, 2020

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
Purchase of Ford F-150 #627 (Water/Sewer)

Legislation Title:
Purchase of Ford F-150 #627 Water/Sewer

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $18,116 from the Water Surplus Fund and $18,116 from the Sewer Surplus Fund for this project.

Background/Synopsis:
This request is for the purchase of a GMC Sierra 1500 Crew Cab to be used by the Public Utilities Superintendent. This vehicle will replace Unit #622, a 2005 GMC Canyon which has been removed from service for safety reasons due to a rusted hole through the frame. This vehicles is being purchased through Bob Ross Buick GMC, Centerville, Ohio, listed under State of Ohio contract RS901720 and Index GDC093 authorizing the use by Municipal Corporations. The finances for this vehicle will be split equally between the Water Surplus Fund and the Sewer Surplus Fund due to the newly formed Public Utilities Superintendent position.

Financial Impact:
$36,232 ($31,232 for the vehicle + $5,000 for emergency lighting, truck equipment, and contingencies). The funding will be split equally between the Water Surplus Fund and the Sewer Surplus Fund as follows:
$18,116 from the Water Surplus Fund
$18,116 from the Sewer Surplus Fund
This vehicle is listed in the 2020 CIP as # 0FT22 Replacement of Pickup Trucks (Water) ($75,000).

Emergency Provision Explanation:
Rules Suspension is being requested to facilitate the purchase of this vehicle prior to the dealer order cutoff date of 3/20/2020.

Rule Suspension Requested:
Yes

Emergency Provision Needed:

Attachment: NonContractualAppropriations.030920 (1457 : Non-Contractual Appropriations)

No

Attachments:
1. Bob Ross 2020 GMC 1500

Attachment: NonContractualAppropriations.030920 (1457 : Non-Contractual Appropriations)

SALES QUOTATION

Bob Ross Auto Group 40th Anniversary
Government Sales Department
85 Loop Road - Centerville, OH 45459
Phone (866) 674-6730 Fax (513) 732-2868
Email: fleet@bobrossauto.com
GMC

Date: 2/6/20
Phone: 513-867-4209

To: Brian Rose
City of Fairfield
8870 N Gilmore Rd
Fairfield, Ohio 45014

Fax:
Email: BrianRose@fairfield-city.org

We are pleased to provide you a quote for the following vehicle per the State of Ohio Contract #RS901720 Index #GDC093
Item 19AT Sierra 1500 Pickup 6,400lb 4WD Crew Cab Short Bed

Qty.	Order No.	Description	Each	Total
1	TK10543	2020 GMC Sierra 1500 6,400lb 4WD Crew Cab Short Bed	$28,574.00	$28,574.00
1	MDC	Minimum Delivery Charge	$105.00	$105.00
1	TEMP	45-Day Tag	$18.50	$18.50
1	KEYS	Additional Key with FOB Enabling Electronic Keyless Entry	$126.00	$126.00
1	CLOTH	Cloth Seat Covering (Please Specify on PO)	$0.00	$0.00
1	TOW	Tow Hitch / 7-Pin Plug / Brake Controller	$274.00	$274.00
1	RC2	All Terrain Tires	$189.00	$189.00
1	BA	Backup Alarm	$138.00	$138.00
		Primary Contract Total		$29,424.50
		Additonal Off Contract Options		
0	L3B	Engine 2.7L Turbo Crew Cab or Double Cab	$3,611.00	$0.00
0	L82	Engine 5.3L Ecotec3 V8 with Active Fuel Management	$1,380.00	$0.00
0	Q5U	17" Bright Silver Painted Aluminum Wheels	$347.00	$0.00
0	RC5	Tires, LT265/70R17C All-Terrain, Blackwall	$392.00	$0.00
0	BAQ	Enhanced Capability Package Inc/ Skid Plates & High Capacity Air-Filter (Requires 265/70R17 Blackwall All-Terrain Tires	$175.00	$0.00
0	PEF	2.7L Fleet Package Inc/ 2.7L Turbo Engine, 8-Speed Automatic Transmission, Onstar, Semi-Automatic Air Conditioning, Front 40/20/40 Split Bench Seat w/ covered Armrest Storage, 120 Volt Outlet, Automatic Stop/Start, 120 Volt Bed Mounted Power Outlet	$655.00	$0.00
0	PQA	Driver Alert Package I Inc/ Front & Rear Park Assist, Lane Change Alert w/ Side Blind Zone Alert, Rear Cross Traffic Alert, 120-Volt Power Outlet, 120-Volt Bed-Mounted Power Outlet & Outside Chrome Mirror Caps	$1,100.00	$0.00
0	VYU	Snow Plow Prep Package Inc/ Roof Emergency Light Provisions, 220-Amp Alternator, High-Capacity Air Filter. Skid Plates & Heavy-Duty Front Springs	$397.00	$0.00
0	X31	Off-Road Package Inc/ Off-Road Suspension, Hill Descent Control, Skid Plates, High Capacity Air Filter	$930.00	$0.00
0	FHS	E85 FlexFuel Capable Requires 5.3L EcoTec3 V8 Engine	$97.00	$0.00
0	JL1	Trailer Brake Controller, Integrated	$272.00	$0.00
0	KO5	Engine Block Heater	$97.00	$0.00
0	9V5	Paints, Solid, Woodland Green May Require Extended Lead Time	$447.00	$0.00
0	9W3	Paints, Solid, Wheatland Yellow May Require Extended Lead Time	$447.00	$0.00
0	9W4	Paints, Solid, Tangler Orange May Requir Extended Lead Time	$447.00	$0.00
0	AKO	Glass, Deep-Tinted	$197.00	$0.00
0	CGN	Bedliner, Spray-on Pickup	$530.00	$0.00
0	DPO	Mirrors, Trailering with Heated Upper Glass	$342.00	$0.00
0	9L7	Upfitter Switch Kit (5)	$180.00	$0.00
0	C49	Defogger, Rear-Window Electric	$222.00	$0.00
0	KI4	Power Outlet, Instrument Panel, 120-Volt	$222.00	$0.00
0	63B	Tri-Fold Soft Tonneau Cover	$685.00	$0.00
0	PDH	GMC Protection Package Inc/ All-Weather Floor Liner, Front & Rear Black Molded Splash Gaurds (Requires Color-Keyed Carpeting)	$367.00	$0.00
0	S3U	Fog Lamps, Front, LED	$392.00	$0.00
0	S6L	Accessory Assist Step, Off-Road, Black	$950.00	$0.00
0	SFE	Wheel Locks, Set of 4	$72.00	$0.00
0	VBJ	Rear Underseat Storage	$262.00	$0.00
0	VOZ	Tri-Fold Hard Tonneau Cover	$1,085.00	$0.00
0	VQK	Front & Rear Molded Splash Guards	$177.00	$0.00
0	VQM	Assist Steps, Chromed Tubular, 6" Rectangular Wheel to Wheel	$835.00	$0.00
0	VQO	Black Assist Step	$447.00	$0.00
		Secondary Contract Total		$0.00
		Grand Total		$29,424.50

Please indicate below selected color choice of vehicle

X Summit White

$ 31,232

Attachment: NonContractualAppropriations.030920 (1457 : Non-Contractual Appropriations)

To place your order please fax quotation and copy of primary and secondary purchase orders to our government sales office at 1-513-732-2868. Within 3-5 business days you should receive an order conformation from our office to confirm your order. If not, contact our sales office at 866-674-6730.

Thank you,
Bob Ross Buick, Inc.
Government Sales

Please acknowledge your acceptence of the above quotation by signing this document.

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Attachment: NonContractualAppropriations.030920 (1457 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - March 9, 2020

Submitted by: Matt Young,
Submitting Department: Public Utilities

Subject:
Sanitary Sewer Flow Modeling

Legislation Title:
Sanitary Sewer Flow Modeling

Background/Synopsis: The funding is being requested in order to collect and analyze flow-monitoring data to update the Wastewater Division's Collection System Hydraulic Model. Model results help the Division prioritize future Capital Improvement Projects addressing sewer capacity issues. Modeling this year will focus on a commercial zone (Basin 30) along Seward Road, which is currently not modeled. Additional work may include an evaluation of the Tedia Way area – as related to potential industrial development in the vicinity. The Wastewater Division recommends Strand Engineers to perform the model update; a proposal is attached for review.

Financial Impact: An appropriation in the amount of $25,000.00 is being requested for hydraulic modeling of the City's sanitary collection system.

2020 funding for this project was included in the approved 2019-2023 Capital Improvement Program (CIP) under project number 0WW12, Sanitary Sewer Flow Modeling. While the amount included in the approved 2019-2023 CIP budget was less than the amount currently requested, sufficient funds are available for this time-sensitive work as reflected in the 2020-2024 CIP budget, pending City Council approval. The funding source is the Sewer Surplus Fund.

It is recommended that City Council authorize an appropriation in the amount of $25,000.00 from the Sewer Surplus Fund for hydraulic modeling of the City's sanitary collection system.

Attachments:
1. strand proposal 02122020

Attachment: NonContractualAppropriations.030920 (1457 : Non-Contractual Appropriations)

Strand Associates, Inc.®
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
(P) 513-861-5600
(F) 513-861-5601

February 12, 2020

Mr. Matt Young, Public Utilities Superintendent
City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Re: Engineering Services
Hydraulic Modeling Support Services

Dear Mr. Young:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Fairfield, Ohio, (City) for hydraulic modeling support services for City's sanitary sewer hydraulic model.

Scope of Services

Proposed services can be described as follows.

1. Evaluate up to three locations in the basin tributary to the Seward 1 Lift Station and two other locations in City's sanitary sewer system for the installation of flow monitors by City. Locations will be selected using City's geographic information systems (GIS) data.

2. Review the flow monitoring data collected by City for a period of three months to assess quality of data and document discrepancies.

3. Review the data for average daily flows, diurnal patterns, and wet weather contributions during rainfall events.

4. Prepare a sanitary sewer system model of the Seward 1 Lift Station drainage basin using City's GIS data and survey information of the sanitary sewer system.

5. Calibrate the sanitary sewer model using the current version of XP-SWMM, peak flow, total volume, and shape of flow hydrographs using data from the flow monitors installed in Item No. 1.

6. Use the calibrated model to simulate City's ten-year, 24-hour design storm to assess City's sanitary sewer system.

7. Provide a letter summarizing the analysis. The letter will include maps and hydraulic profiles of potential capacity restrictions predicted by the model.

8. Attend one meeting to discuss the results of the analysis.

If-Authorized Services

If authorized in writing by City, Strand will provide the following services.

1. Use the hydraulic model to evaluate the impact on the capacity of the downstream sanitary sewer system resulting from an additional 0.60 million gallons per day in sanitary sewer flow from the SIU expansion located near the intersection of Tedia Way and Symmes Road.

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2. Using the hydraulic model, evaluate up to three alternatives to address potential capacity issues, if any, in the sanitary sewer system caused by the additional flow from SIU.

3. Provide an opinion of probable cost for the alternatives evaluated.

4. Provide a letter summarizing the analysis. The letter will include maps and hydraulic profiles of potential capacity restrictions predicted by the model.

5. Attend one meeting to discuss the results of the analysis.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional Alternatives Analysis: Alternatives analysis for the rest of City's sanitary sewer system, beyond that which is included in the **If-Authorized Services**, will require a separate proposal with City.

2. Additional Site Visits and/or Meetings: Additional City-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with City.

3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate proposal with City.

4. Drawings and Specifications: Final design services including drawings and specifications, if provided by Strand, will be performed under a subsequent proposal with City.

5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with City.

6. Preparation for and/or Appearance in Litigation on Behalf of City: This type of Service by Strand will be provided through a separate proposal with City.

Compensation

City shall compensate Strand for **Scope of Services** a lump sum of $19,500.

City shall compensate Strand for **If-Authorized Services** a lump sum of $4,500.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

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Schedule

Services will begin upon receipt of a purchase order, which is anticipated the week of March 30, 2020. Services are scheduled for completion on October 5, 2020.

Standard of Care

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

City's Responsibilities

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by City relative to the scope of this project, all of which Strand may rely upon in performing Services under this Proposal.

3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.

4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.

6. Provide all legal services as may be required for the development of this project.

7. Install and maintain flow meters.

Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for City's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to City.

Changes

1. City may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.

2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of City. The fee established herein will not be exceeded without

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agreement by City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of City requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon City's authorization. Extension of Services will be provided for a lump sum.

Payment

City shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Strand's option, result in suspension of Services upon five calendar days' notice to City. Strand will have no liability to City, and City agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by City. Upon receipt of payment in full of all outstanding sums due from City, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through City, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Strand will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either City or Strand. Strand's services under this Proposal are being performed solely for City's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. City and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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Dispute Resolution

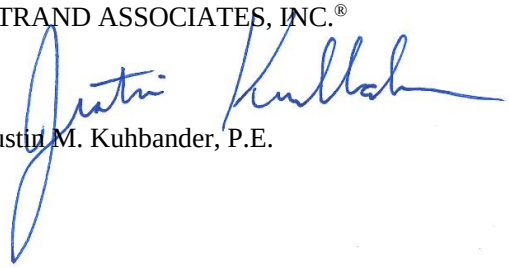
Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between City and Strand arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Ohio.

Terms and Conditions

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services**. City-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 513-861-5600.
Sincerely,

STRAND ASSOCIATES, INC.®



Justin M. Kuhbander, P.E.

Attachment: NonContractualAppropriations.030920 (1457 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 119-19 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, 2020, AND ENDING DECEMBER 31, 2020."

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

Section 1. Ordinance No. 119-19, the 2020 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Water Surplus Fund**	**$18,116**
To:	60516025-253100 Automotive Equipment *(Replace Pickup Truck Public Utilities 0FT22)*	$18,116
From:	**Unappropriated Sewer Surplus Fund**	**$43,116**
To:	62416023-233300 Engineering Services *(Engineering Services for Hydraulic Modeling 0WW12)*	$25,000
To:	62416025-253100 Automotive Equipment *(Replace Pickup Truck Public Utilities 0FT22)*	$18,116

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\2020\NonContractual 3-9-Ord

Attachment: NonContractual 3-9-Ord (1457 : Non-Contractual Appropriations)