Steve Miller
Mayor

Councilmember At-Large
Councilmember 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, FEBRUARY 24, 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.

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1. COUNCIL-MANAGER BRIEFING

A. 6:00 PM - Parks & Recreation Update/Strategic Plan

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held February 10, 2020

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

B. <u>DEVELOPMENT SERVICES COMMITTEE</u>

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

C. <u>PARKS, RECREATION AND ENVIRONMENT COMMITTEE</u>

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

D. <u>PUBLIC SAFETY COMMITTEE</u>

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

E. <u>PUBLIC WORKS COMMITTEE</u>

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

F. <u>PUBLIC UTILITIES COMMITTEE</u>

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

G. <u>FINANCE & BUDGET COMMITTEE</u>

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

11. NEW BUSINESS

A. <u>COMMUNITY & PUBLIC RELATIONS COMMITTEE</u>

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

1. 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)

B. <u>PUBLIC UTILITIES COMMITTEE</u>

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

1. 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."

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

2. 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.

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

C. 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: $200,000 for Clarifier 3 rehabilitation at Water Treatment Plant (existing contract); $600,000 for Seward Road Water Storage Tower Cleaning, Repairing & Painting Project.

   - 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: $37,500 for Water Main Improvement - Jeffrey Place; $25,000 for inspection services for Clarifier 3 rehabilitation at Water Treatment Plant; $65,000 for Seward Road Water Storage Tower Cleaning, Repairing & Painting Project (various vendors).

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

12. 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

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

City of Fairfield
Minutes
Regular Meeting of City Council
February 10, 2020

Council-Manager Briefing

6:00 PM - Fairfield Connects

Mayor Miller called the briefing to order at 6:00 PM. Councilmembers present were Leslie Besl, Dale Paullus, Terry Senger, Tim Abbott, Chad Oberson and Bill Woeste.

Staff members present were Mark Wending, Dan Wendt, Steve Wolterman, Ben Mann, Erin Lynn, Nick Dill, Steve Maynard, Dave Butsch, Adam Sackenheim, Tiphanie Howard, Scott Timmer, Greg Kathman and Jenny Dexter.

Council and staff discussed the Fairfield Connects, Connectivity Master Plan as presented by Ben Mann, Nick Dill and Erin Lynn, along with the MKSK Consulting team. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Senger led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
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	Present	
Steve Miller	Mayor	Present	
Councilmember At-Large	Council Member at Large	Excused	

Agenda Modifications

None.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Oberson, moved for executive session to discuss collective bargaining and appointment of a public official. Motion carried 6-0.

Special Presentations and Citizen Comments

None.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of January 27, 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

Ordinance to authorize the City Manager to enter into a two (2) year Professional Services Contract with the Fairfield Chamber of Commerce.

Recommendation:
This ordinance authorizes the City Manager to execute a Professional Services Contract with the Fairfield Chamber of Commerce. The contract is evaluated every two years and pertains to the City's sponsorship of the Chamber, including business retention services.

Councilmember Woeste presented the third reading of this ordinance.

ORDINANCE NO. 10-20. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger, Abbott

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

Resolution declaring necessity of repairing sidewalks (including aprons).

Recommendation:
It is recommended that City Council authorizes and directs the preparation of a Resolution of Necessity for the sidewalk/driveway apron repairs.

Councilmember Oberson presented the third reading of this resolution.

RESOLUTION NO. 1-20. APPROVED 6-0.

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

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

NEW BUSINESS

Development Services Committee

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

Motion to Read by Title Only

Motion to read one resolution by title only.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this resolution.

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

Resolution appointing Development Services Director Greg Kathman to the West Chester Joint Economic Development District Board of Directors.

Recommendation:
It is recommended that City Council appoint Development Services Director Greg Kathman to

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

the Board of Directors of the West Chester Township JEDD-1.

RESOLUTION NO. 2-20. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger, Abbott

Finance & Budget Committee

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

Motion to Read by Title Only

Motion to read one ordinance by title only.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Leslie Besl, Council Member, 1st Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger, 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. 11-20. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Oberson, Woeste, Besl, Paullus, Senger, Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

A. Monday, February 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

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

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

Executive Session of Council (if needed)

Council adjourned to Executive Session at 7:20 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 8:15 PM.

ATTEST:

_____

Clerk of Council

_____

Mayor's Approval

Date Approved_____

FAIRFIELD CONNECTS

CONNECTIVITY MASTER PLAN

CITY COUNCIL MEETING

FEBRUARY 10TH, 2020

COMPREHENSIVE PLAN TAKEAWAYS

The Fairfield Forward Comprehensive Plan Update highlight
a desire from residents to improve connectivity throughc
the communi

Transportation Goals and Policies

GOAL T-2 Attain greater pedestrian and bicycle mobility for day-to-day and commuter activity.

- **Policy 2.1** Establish multi-modal networks that link neighborhoods, recreational areas, and commercial areas to reduce motor vehicle traffic and points of pedestrian/motor vehicle conflict.

GOAL T-4 Provide for safe non-motorized routes to schools and other activity centers.

- **Policy 4.1** Establish a pedestrian system that reduces conflicts between students walking and bicycling, and motor vehicles.

Implementation Strategies - Transportation

STRATEGY T-2

Develop a multi-modal transportation strategy for the city that establishes criteria and guidelines for citywide connectivity for sidewalks, trails, and complete streets. Require the construction of sidewalks or any non-sidewalk trails or paths identified on that plan by the developer.

STRATEGY T-4

Work with the Fairfield City School District to identify student walking routes to school and to school related activities, and prioritize the establishment of sidewalks and paths to reduce pedestrian/motor vehicle conflicts. Consider incorporating the National Center for Safe Routes to Schools, "Advancing Transportation and Health: Approaches from the Federal Safe Routes to School Program" that offer broad application.

STRATEGY T-6

Revisit and reevaluate the city's sidewalk policy, that currently does not require the installation of sidewalks south of Nilles on Route 4 and in the industrial areas, based on need and location and determine if sidewalks are necessary along existing and future service drives.

STRATEGY T-7

Implement multi-modal networks within major transportation projects when possible.

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CONSULTANT TEAM

MKSK

Trail Planning And Design
Transportation Planning
Landscape Architecture
Community Engagement

Engineering Assessment
Active Transportation Design
And Implementation

STEERING COMMITTEE

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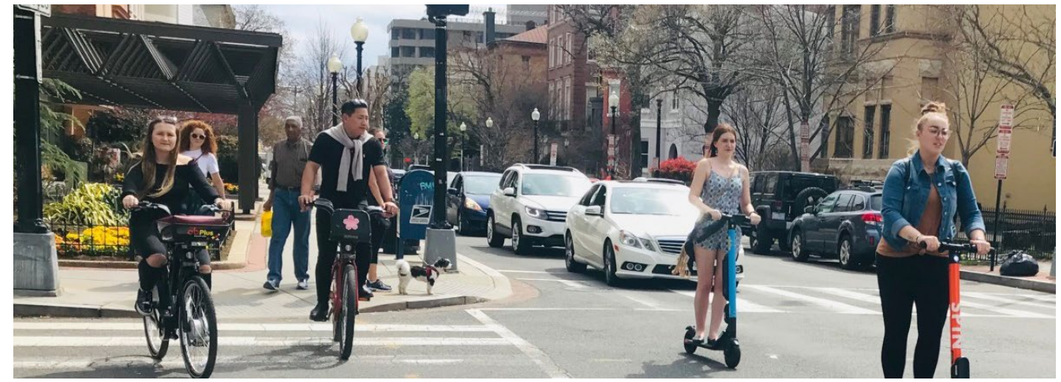
BENEFITS OF CONNECTIVITY

FAIRFIELD CONNECTS

9.a

Barracks Row in Washington, D.C. tripled its economic activity after implementing new street design and transportation offerings.

-- National Recreation and Park Association



60% of users reported increased exercise habits after introduction of more trails in Morgantown, West Virginia.

-- Headwaters Economics

Bicycling tourism produces $60 Million annually in economic benefits in North Carolina's Outer Banks.

-- National Recreation and Park Association

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9.a

LITTLE MIAMI SCENIC TRAIL

For every foot closer to the trail, property values increased by about $7.

A home located a half mile from the trail would sell for approximately 9% less than a home adjacent to the trail.

-- Headwaters Economics

WASSON WAY (LITTLE MIAMI SCENIC TRAIL TO XAVIER UNIVERSITY)

$10 Million in Household savings in transportation costs.

$16.5 Million value in improved access to recreational facilities that will improve quality of life and promote health and wellness.

27.5 Million less vehicle miles travelled reducing CO2 emissions.

-- UC Economics Center study on the Wasson Way Project.

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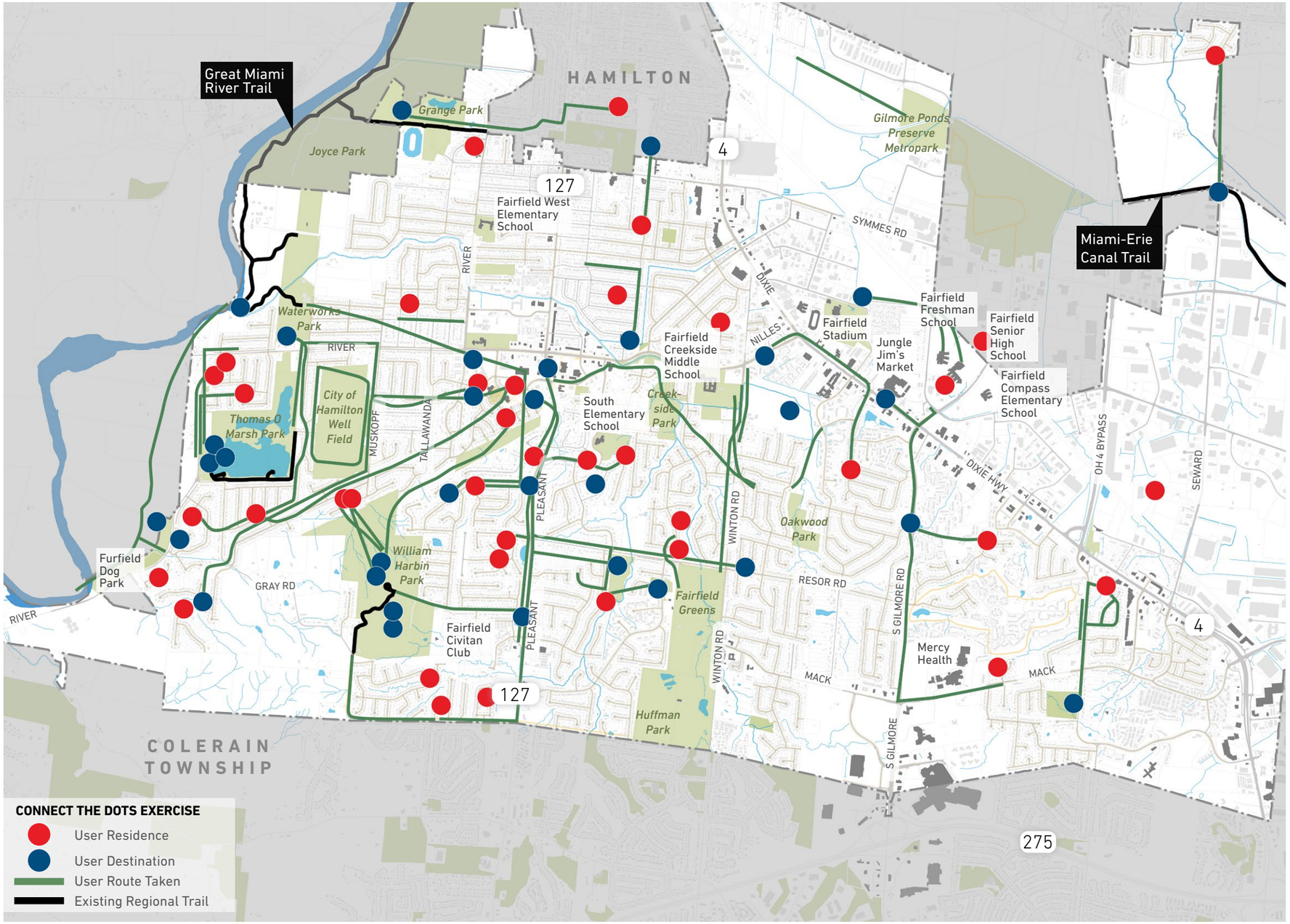
ENGAGEMENT RESULTS

FAIRFIELD CONNECTS

IN-PERSON ENGAGEMENT TO DATE



QUESTIONS ASKED:

Where do you live?

What are your popular destinations?

How are you getting there?

EVENTS ATTENDED:

Dog Park Grand Opening

Farm-R-Treat

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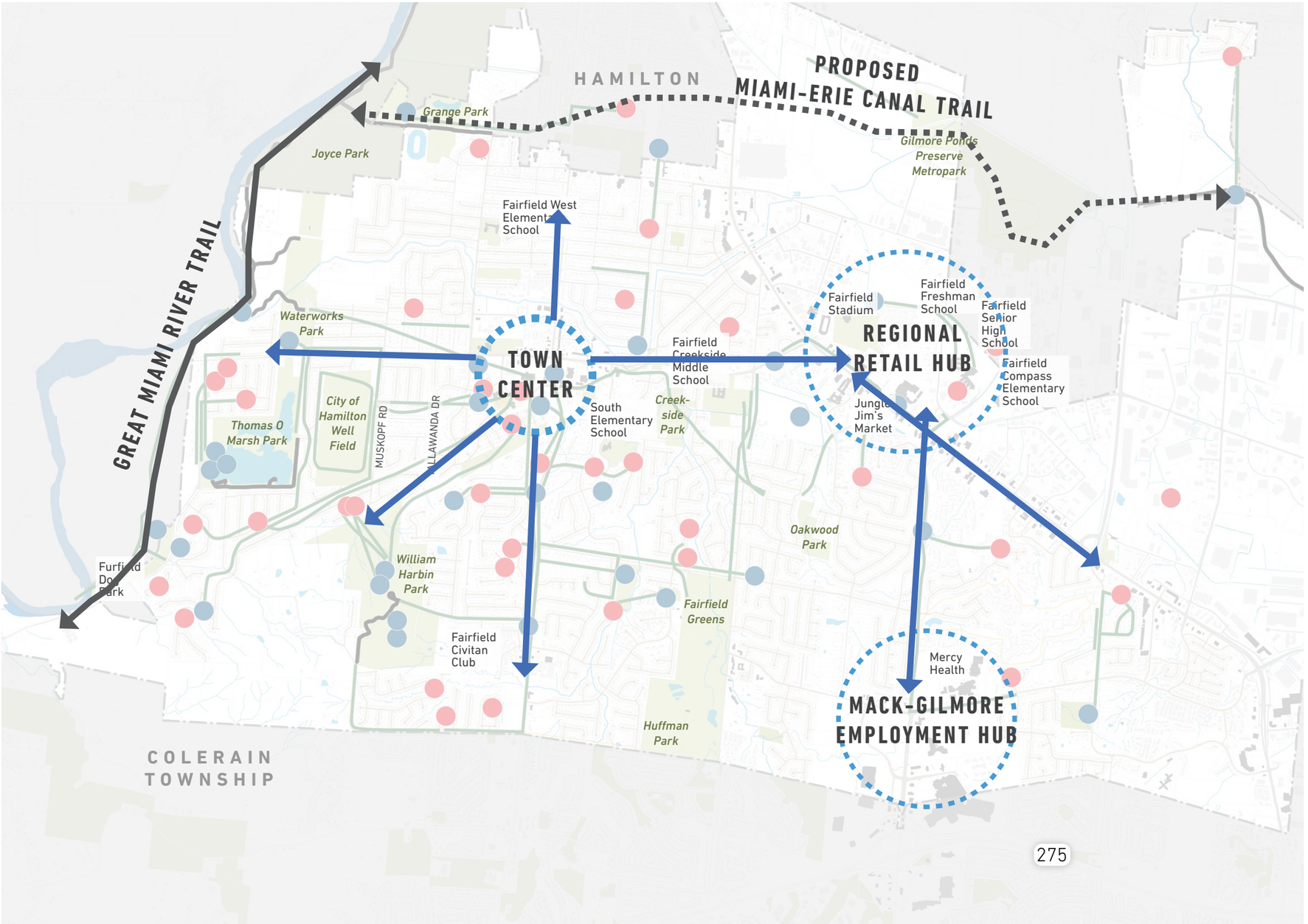
KEY TAKEAWAYS



- Connect Fairfield's Village Center to regional trail & park network
- Connect North to South
- Connect Village Green to Route 4 Retail and School destinations
- Connect Mack-Gilmore Employment Hub to Route 4 and Miami-Erie Canal Trail
- Improve connectivity along Dixie Highway

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GOALS OF CONNECTIVITY MASTER PLAN

CONNECT TO CIVIC & CULTURAL DESTINATIONS

CONNECT TO TOWN CENTER

CONNECT TO EXISTING TRAILS

CONNECT TO NEIGHBORHOODS

MAXIMIZE BENEFITS TO CITIZENS

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WALK.BIKE.OHIO SURVEY RESULTS

ODOT conducted a survey statewide as a part of t
Walk.Bike.Ohio plan. The key takeaways are belo

- Nearly 1/3 of respondents indicated that the
do not bike because **destinations are too far away.**

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- 75% wanted to have **increased access to trails.**

WALK.BIKE.OHIO SURVEY RESULTS

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Walk.Bike.Ohio plan. The key takeaways are belo

- Nearly 1/3 of respondents indicated that the do not bike because **destinations are too far away.**
- 75% wanted to have **increased access to trails.**
- Respondents heavily **preferred off-road separated facilities** for bicycling and walkin

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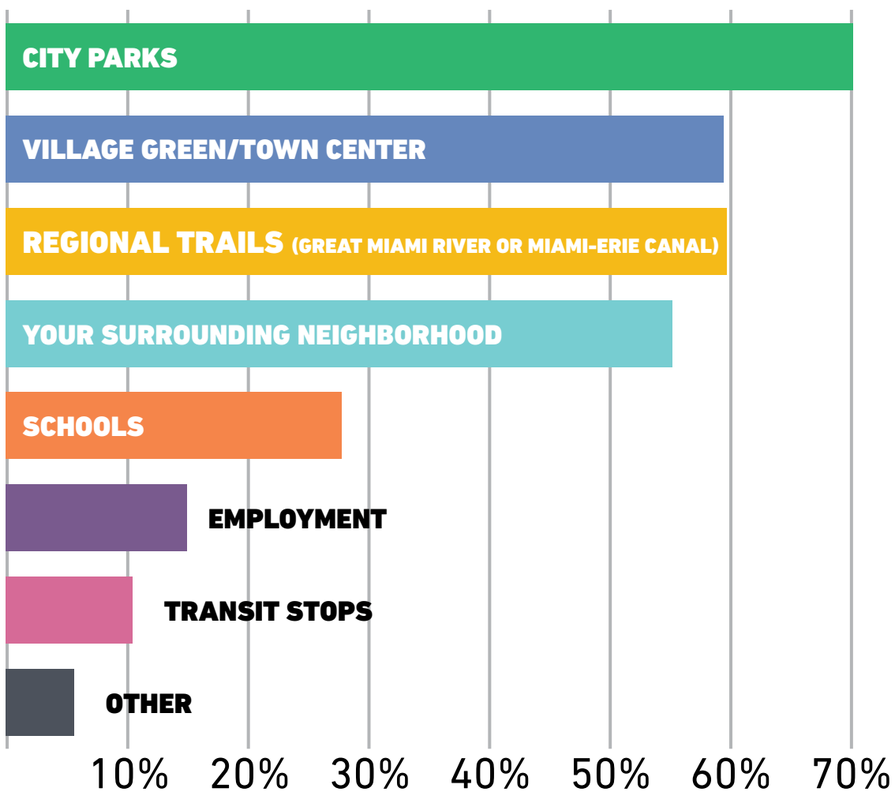
ONLINE SURVEY TAKEAWAYS

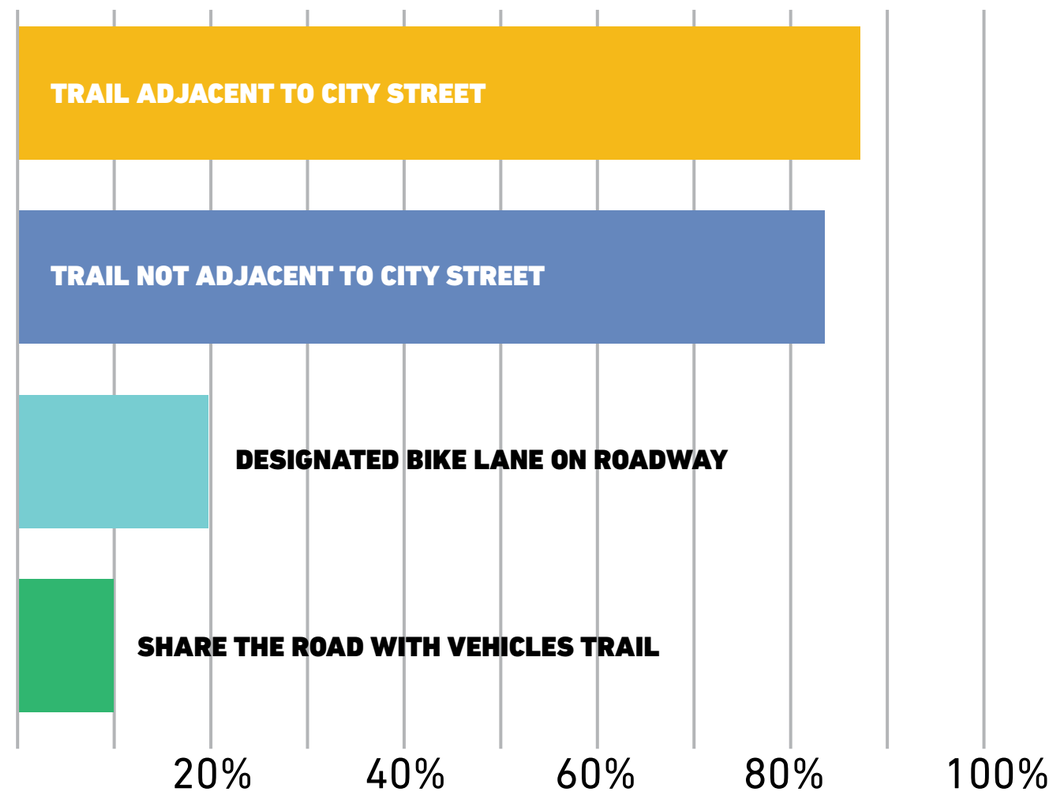
There have been 1,145 responses to the online surv

What areas or places in Fairfield are most important for you to be able to access via walking or bicycling? (check all that apply)



Parks, Village Green and Regional Trails are highest priority destinations for trails.

If it were available, which of the following on-road or off-road pedestrian facilities would you use in Fairfield? (Check all that apply)



Riders **prefer to use off-road facilities** primarily trails adjacent to city streets.

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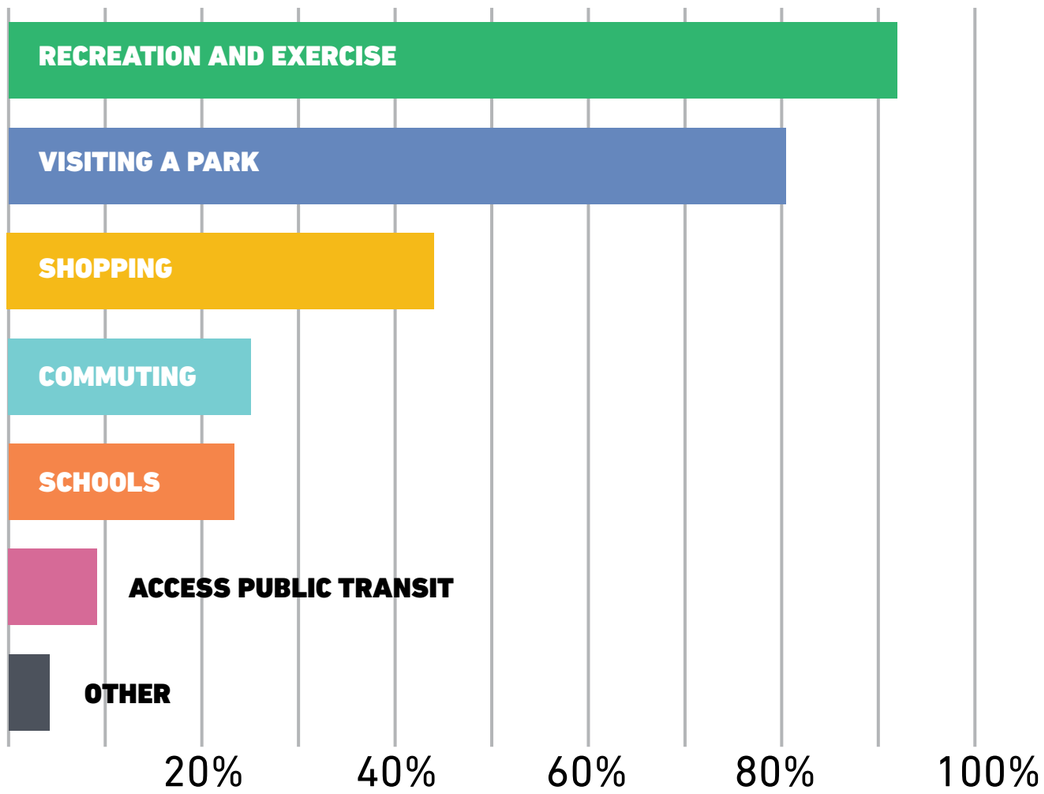
If a complete trail network existed within the City, what types of activities or destinations would you use it for in Fairfield? (Check all that apply)



Potential riders seem most interested using the trails for **recreation and exercise.**

What other connections do you feel are missing?

The top five common themes were:

1. South-east area of City is lacking.
2. Resor Road in its entirety and the neighborhood it connects.
3. Ensuring better connectivity to all Schools.
4. Mack-Gilmore area.
5. Symmes Road Corridor

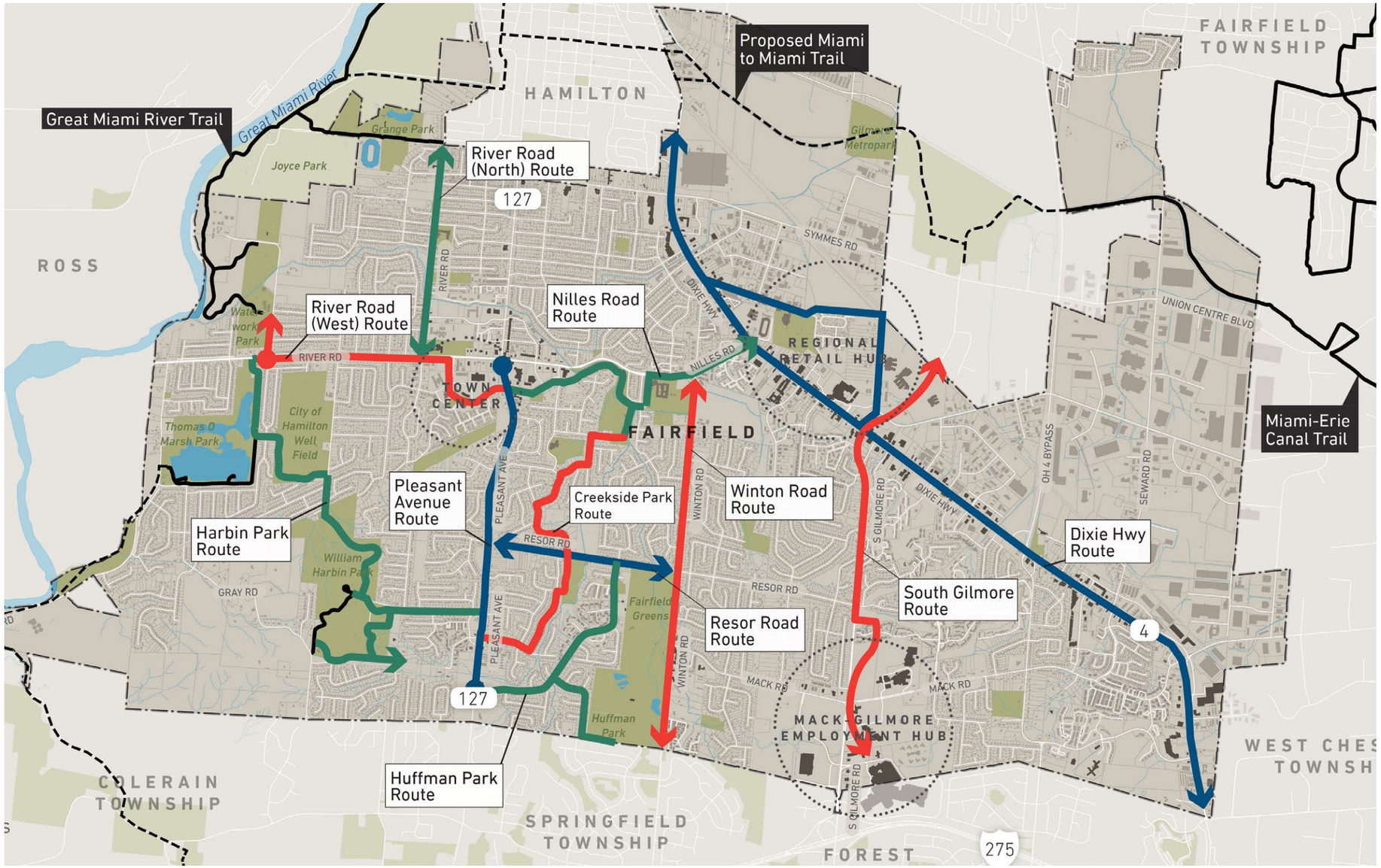
"Anything that makes it safer for our kids to walk to schools, as many of them do"

"Don't forget about connecting the SE residents to the town center avoiding Rt 4."

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



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ONLINE SURVEY TAKEAWAYS

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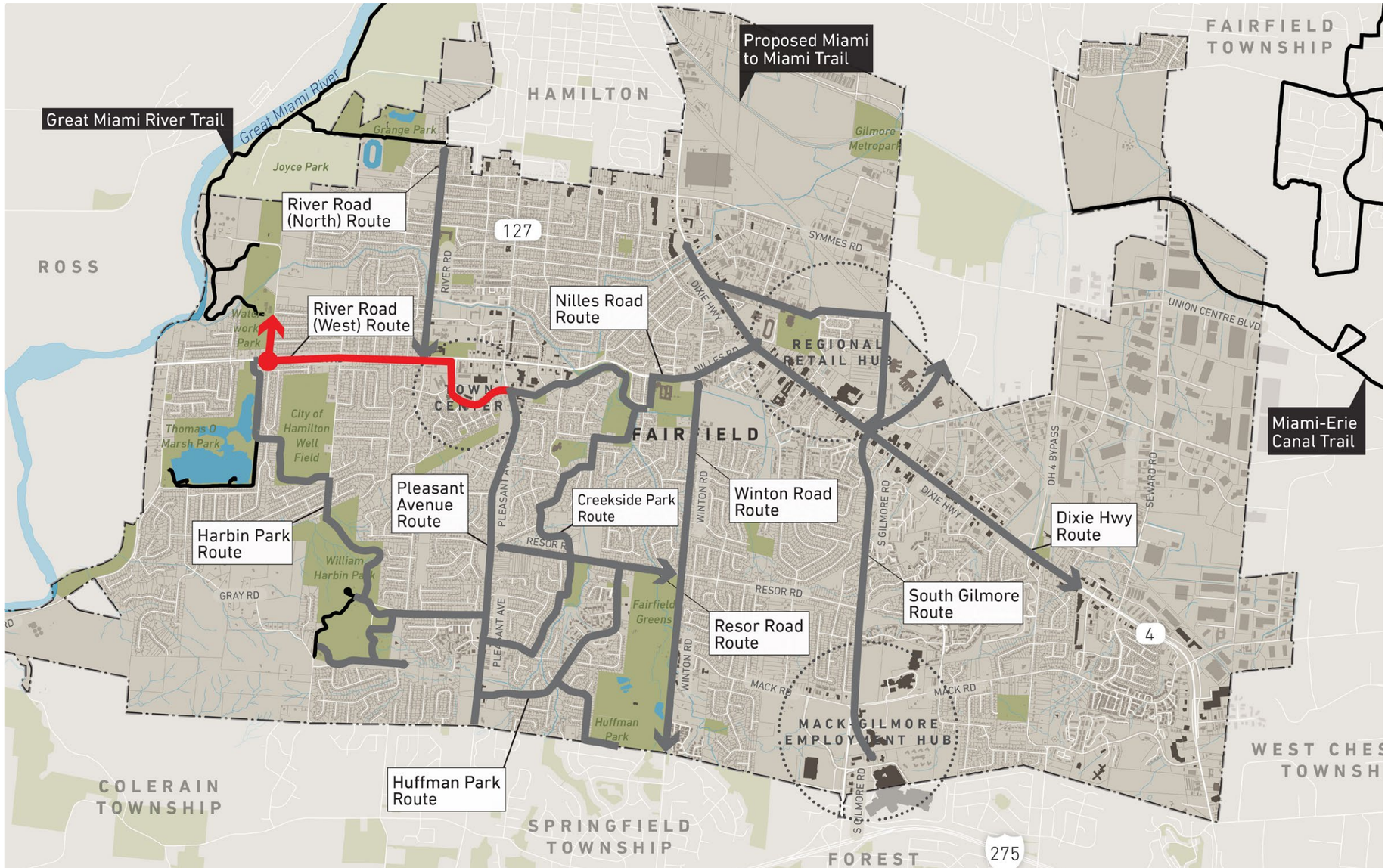


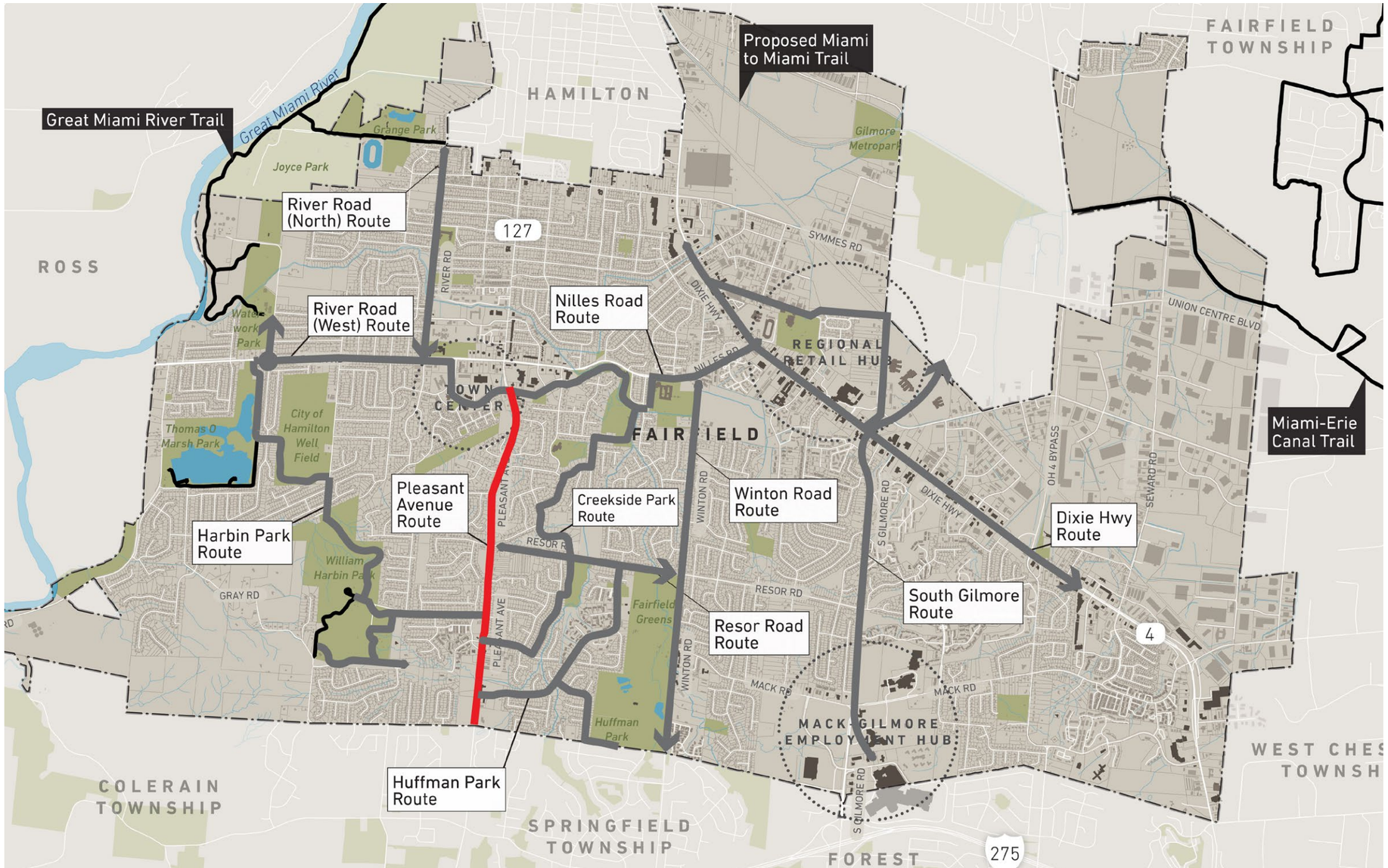
Ranking Results

		Score
1.	River Road (West)	3.89

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



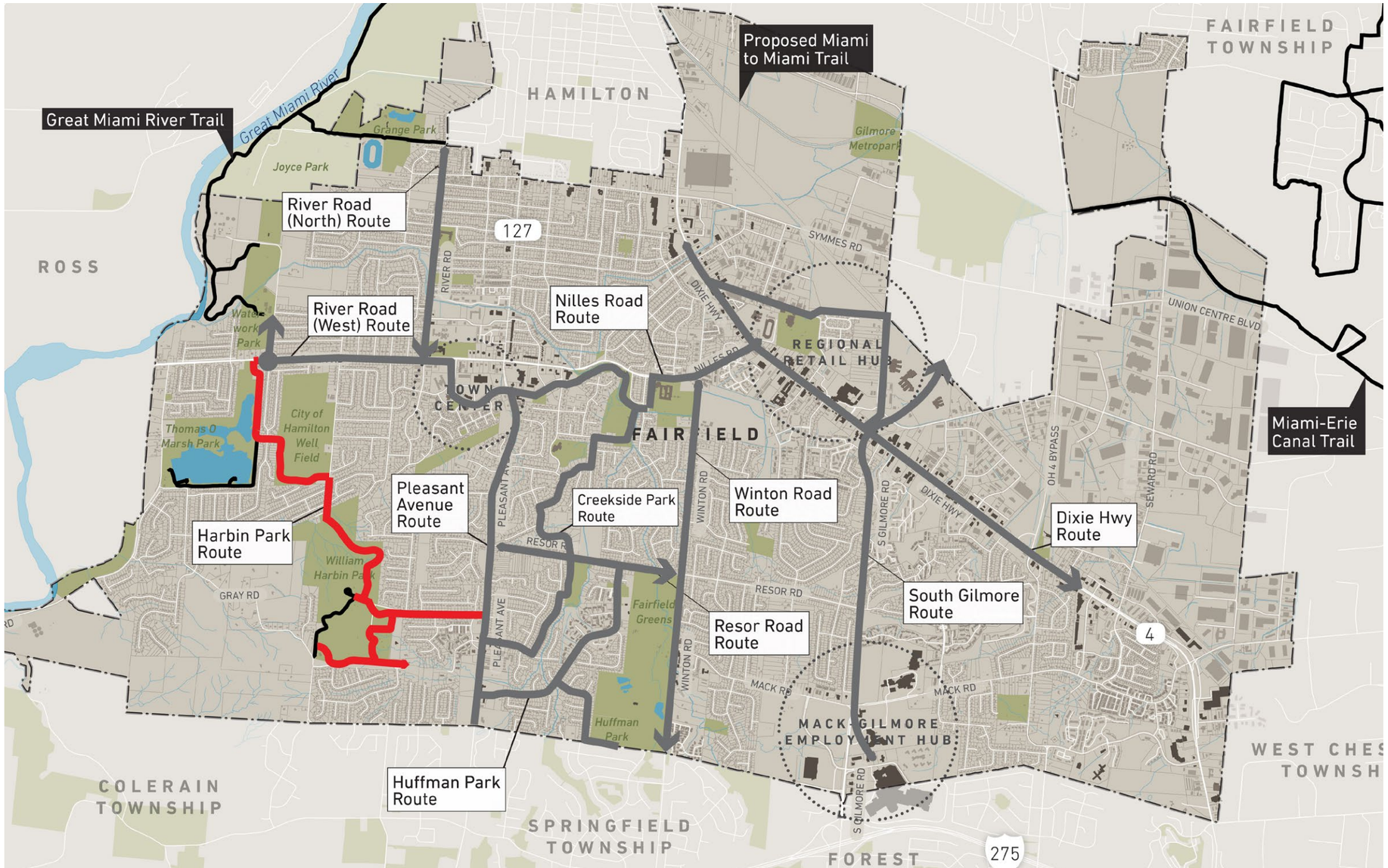
Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84
3.	Harbin Park Route	3.83

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !

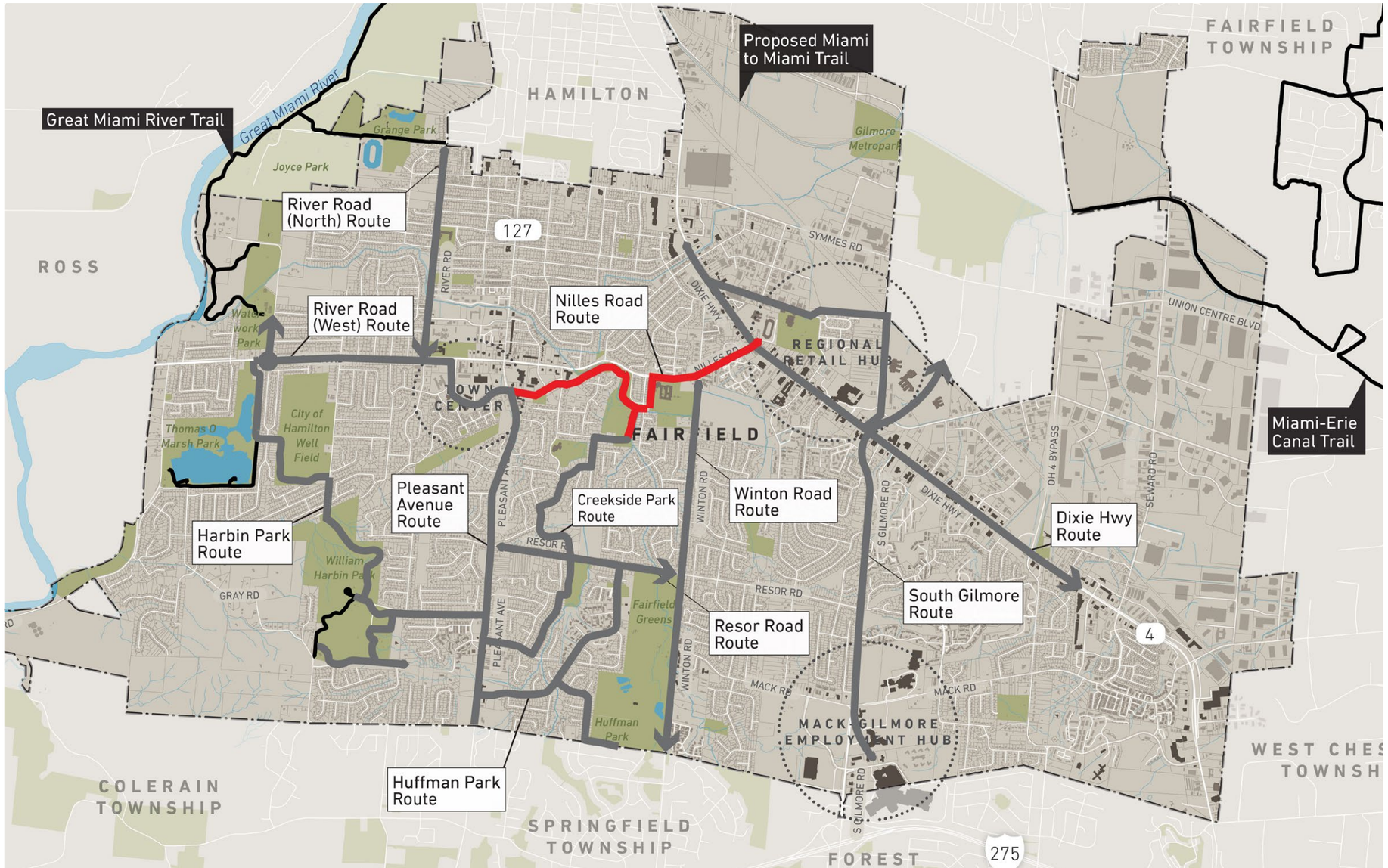
Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84
3.	Harbin Park Route	3.83
4.	Dixie Highway Route	3.79

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



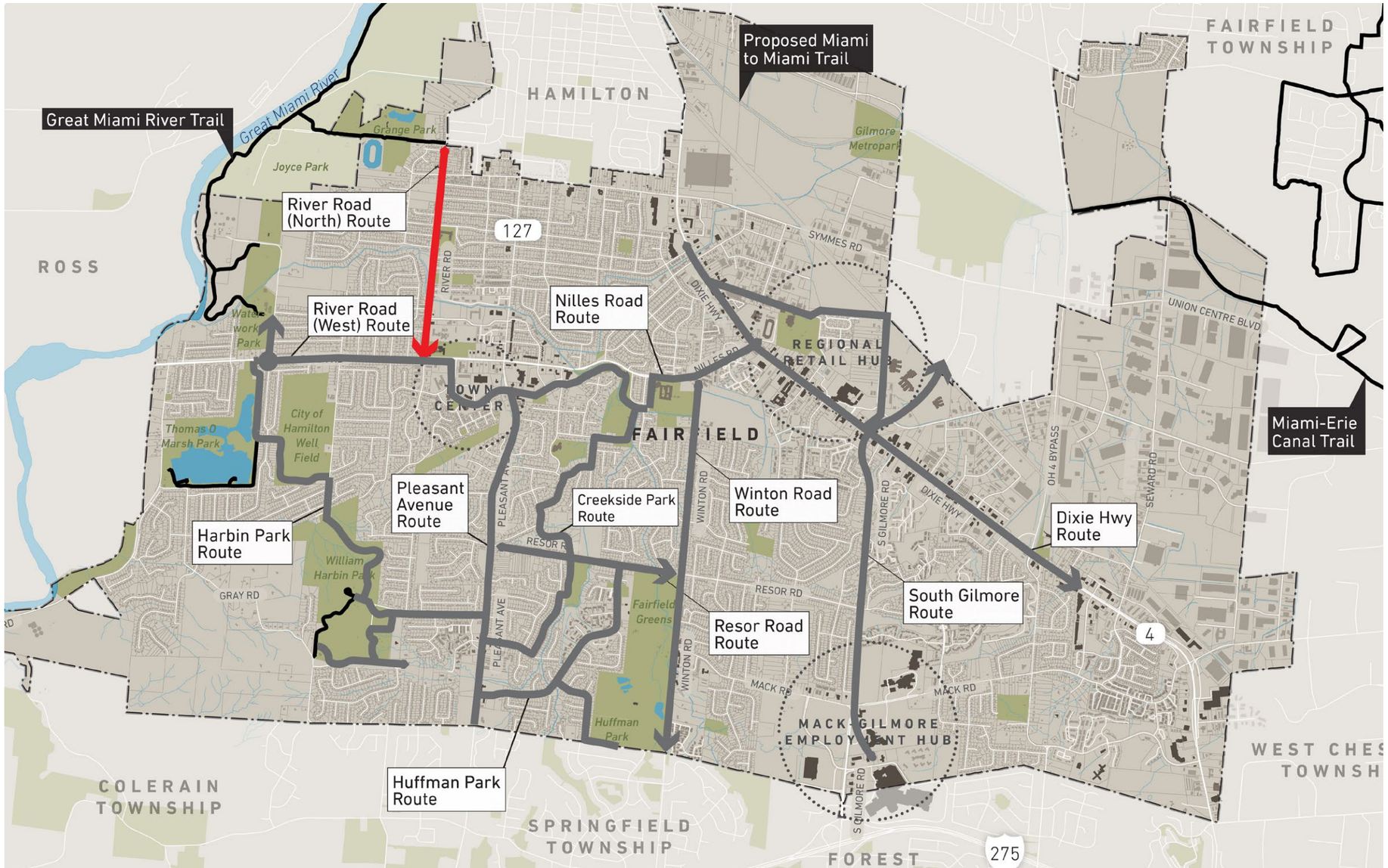
Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84
3.	Harbin Park Route	3.83
4.	Dixie Highway Route	3.79
5.	Nilles Road Route	3.68

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84
3.	Harbin Park Route	3.83
4.	Dixie Highway Route	3.79
5.	Nilles Road Route	3.68
6.	River Road (North)	3.64

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !

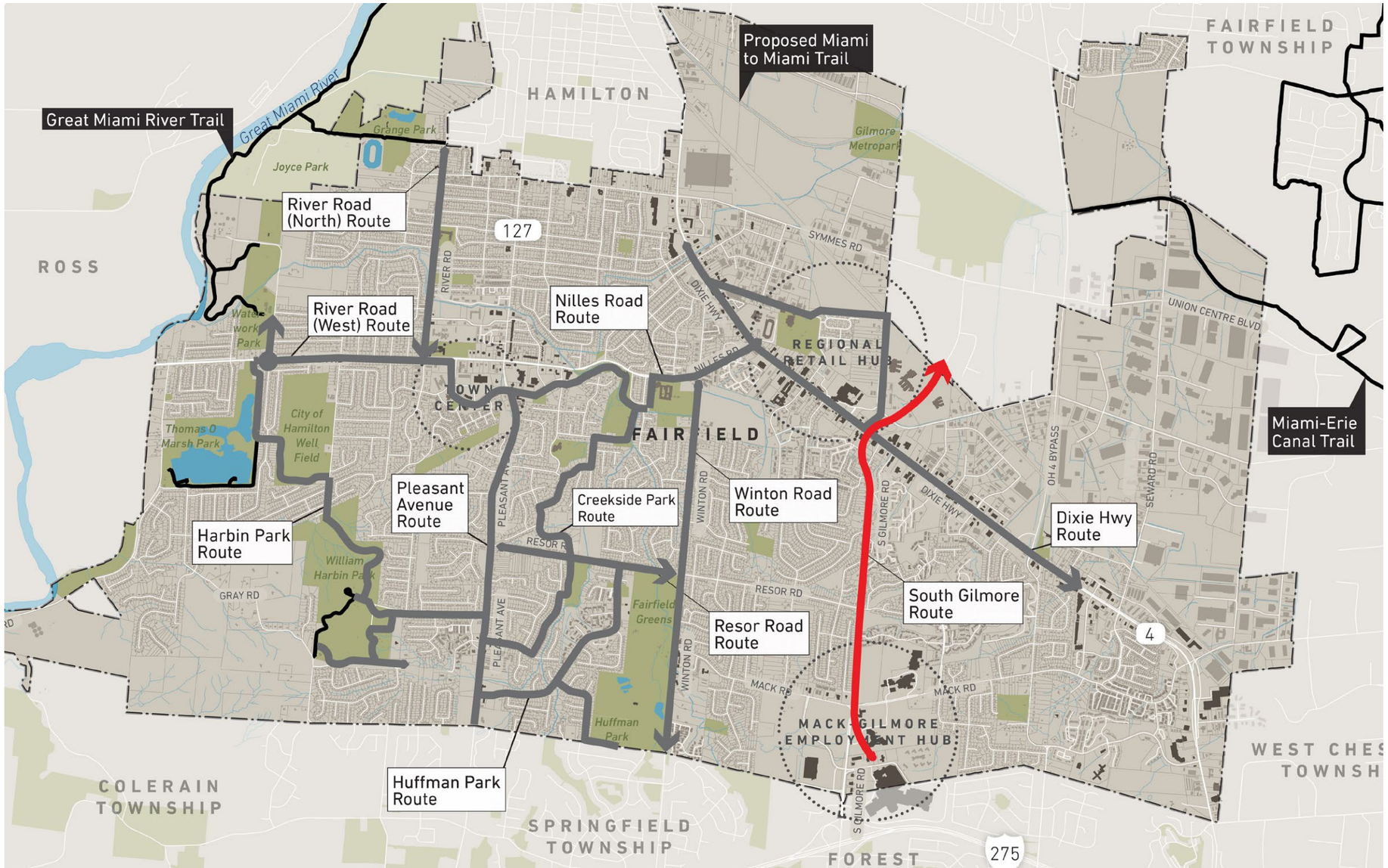
Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84
3.	Harbin Park Route	3.83
4.	Dixie Highway Route	3.79
5.	Nilles Road Route	3.68
6.	River Road (North)	3.64
7.	Resor Road Route	3.40

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



Ranking Results

		Score
1.	River Road (West)	3.89
2.	Pleasant Avenue Route	3.84
3.	Harbin Park Route	3.83
4.	Dixie Highway Route	3.79
5.	Nilles Road Route	3.68
6.	River Road (North)	3.64
7.	Resor Road Route	3.40
8.	South Gilmore Route	3.33

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

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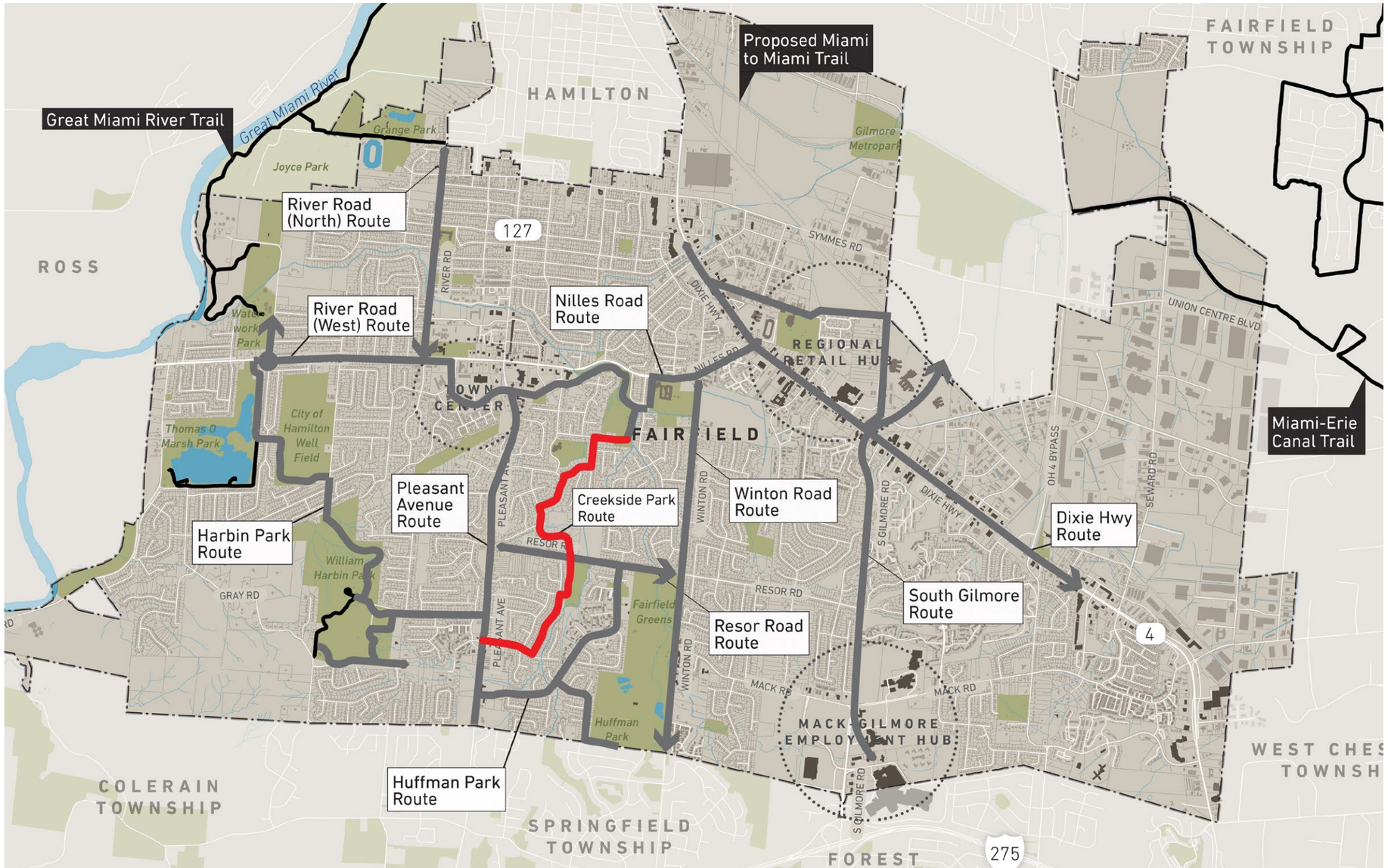

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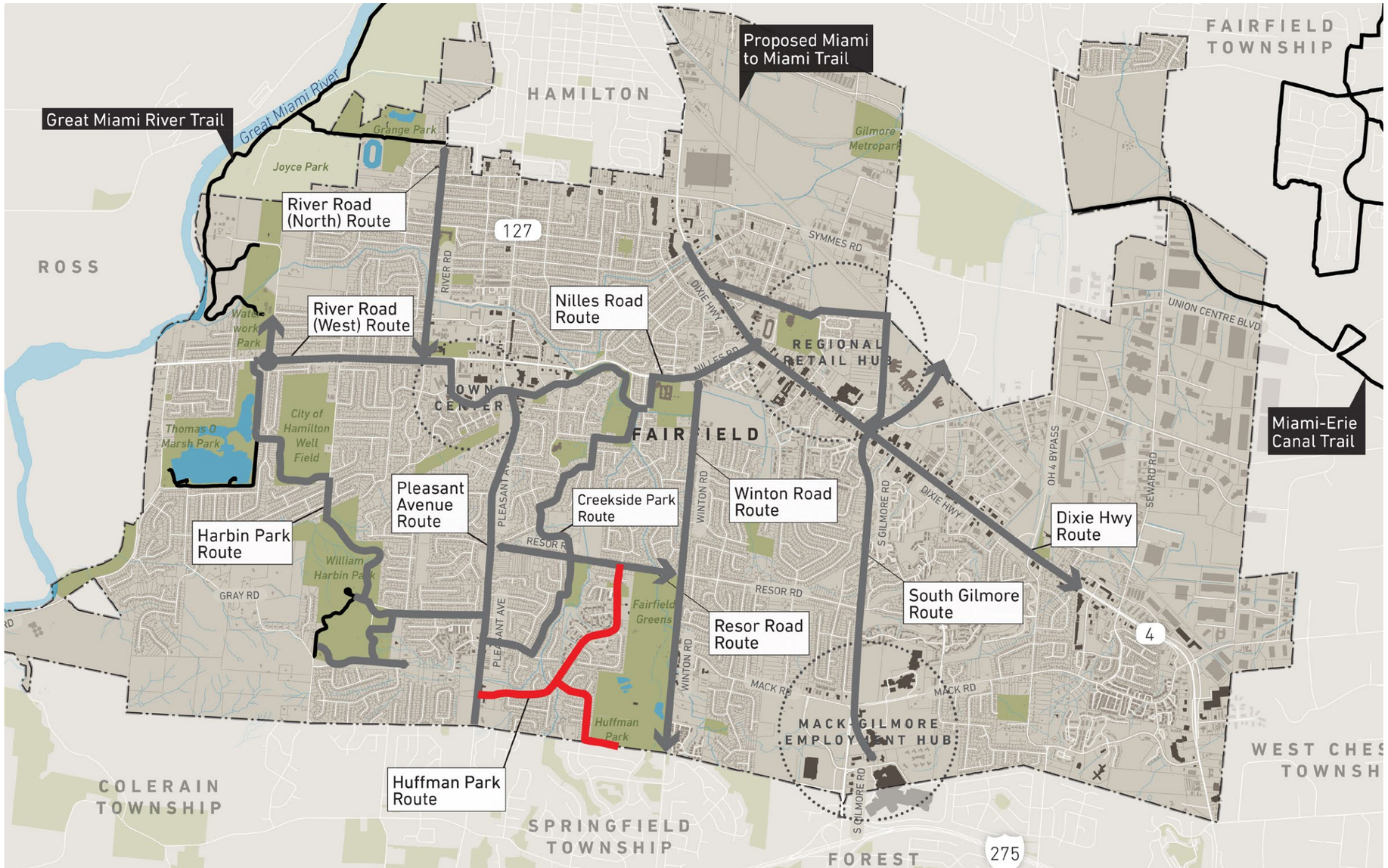
8.	South Gilmore Route	3.33
9.	Creekside Park Route	3.24

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

ONLINE SURVEY TAKEAWAYS

Question: rate the overall public benefit of each connectivity option on a scale of 1 to !



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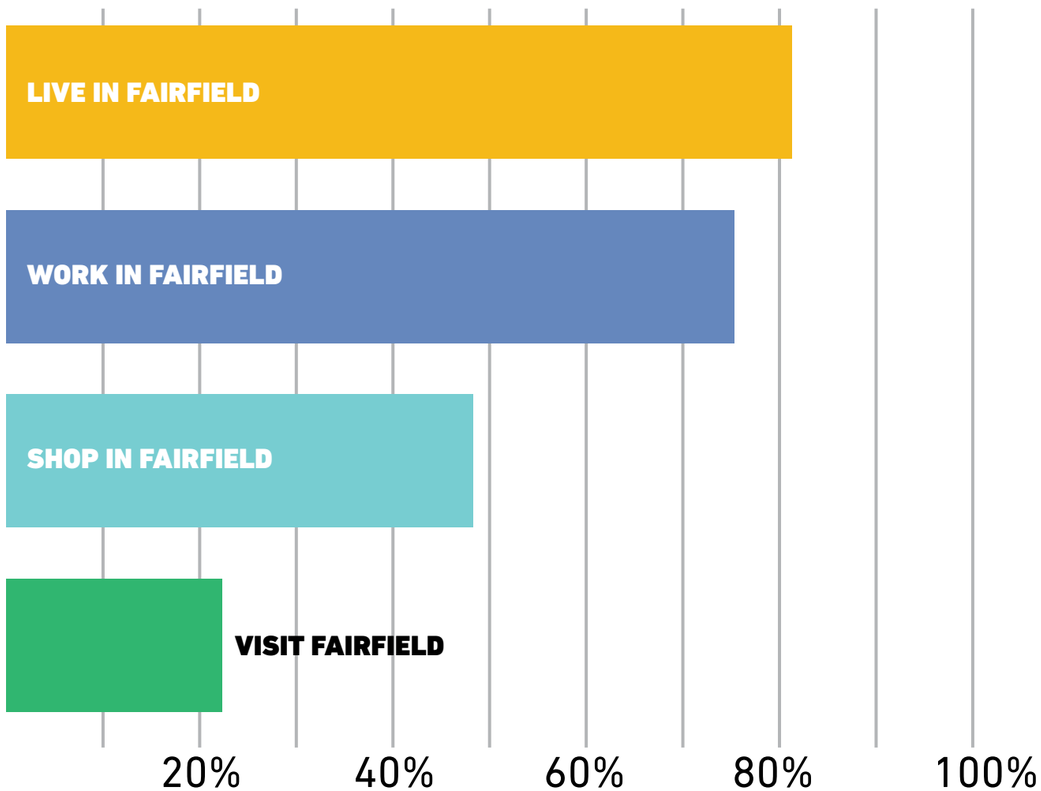
6.	River Road (North)	3.64
7.	Resor Road Route	3.40
8.	South Gilmore Route	3.33
9.	Creekside Park Route	3.24
10.	Huffman Park Route	3.17

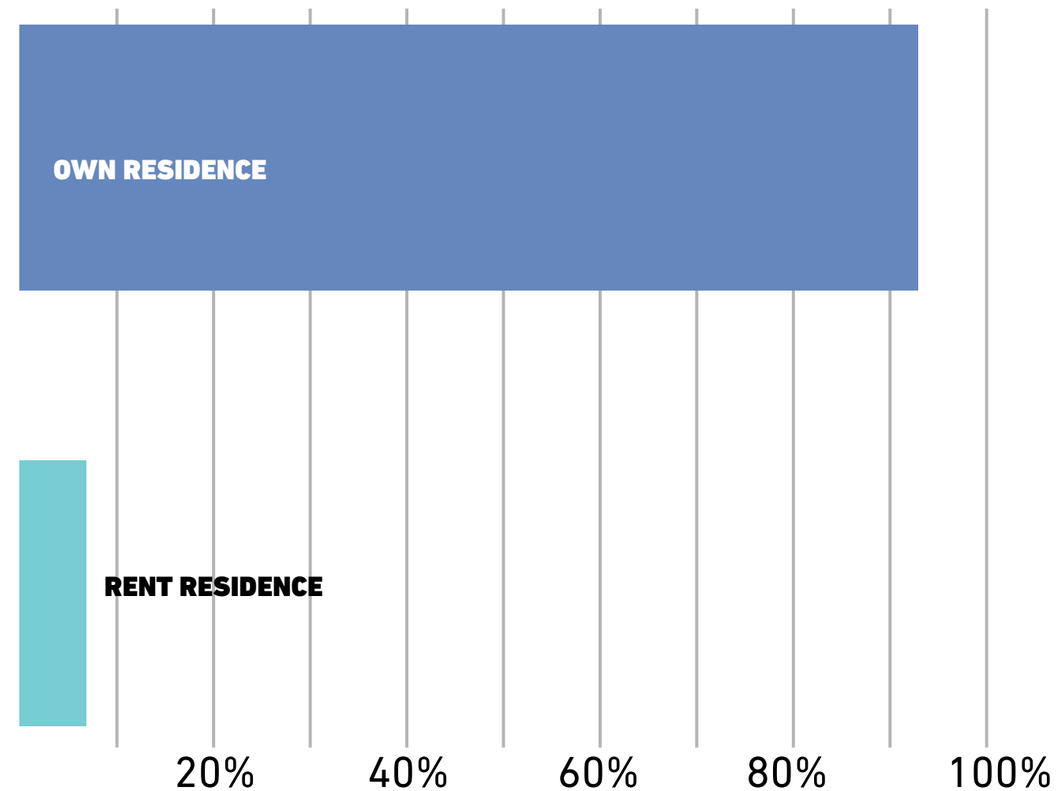
Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

Check all that apply. Do you...



Most respondents of the survey (81%) live in Fairfield. Very few respondents (less than 23%) are visitors to Fairfield.

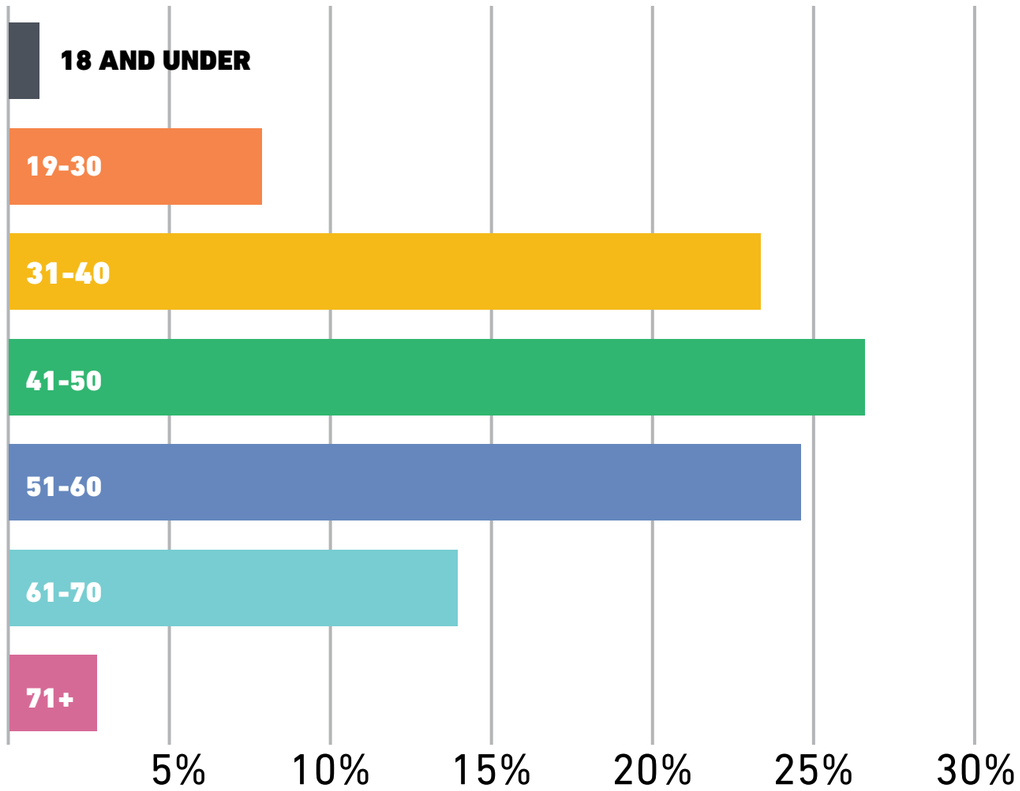
Do you own or rent your place of residence?



An overwhelming majority of respondents were home owners and not renters.

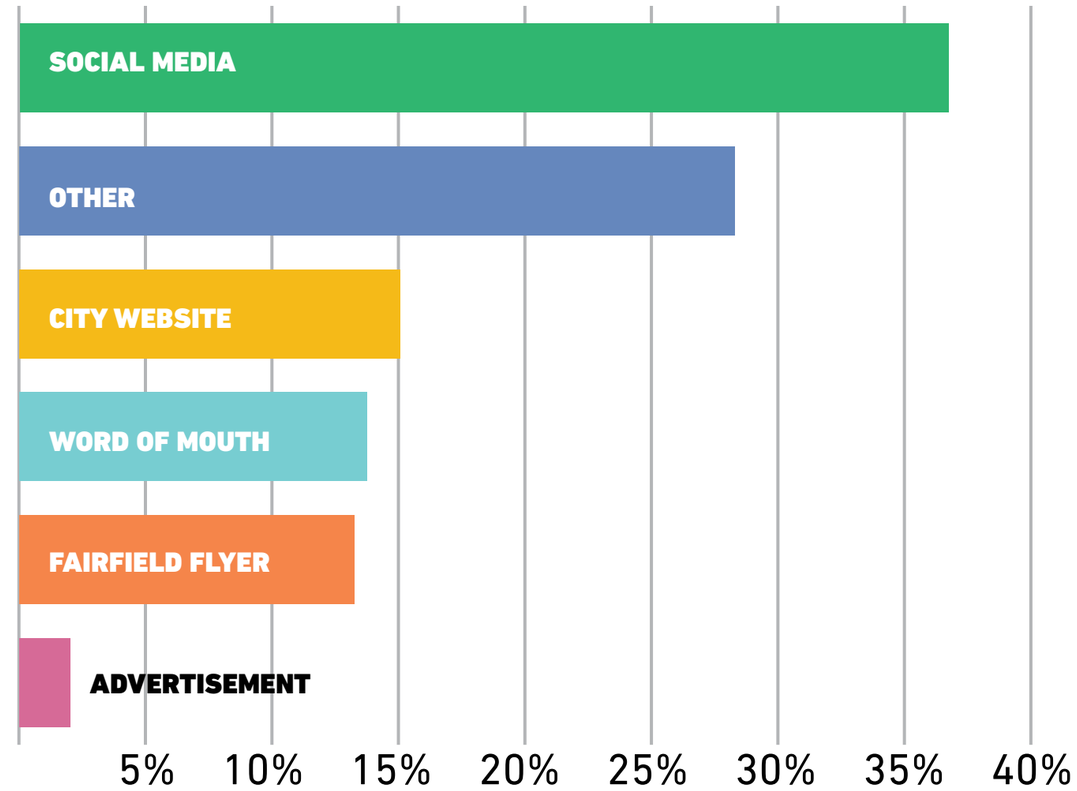
Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

What is your age?



Most respondents were between 41 and 60.

How did you hear about the survey?



Most respondents heard about the survey from Social Media. The top "Other" responses were:

1. Work / Employer
2. Community Arts Center and Library Posters
3. Schools

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

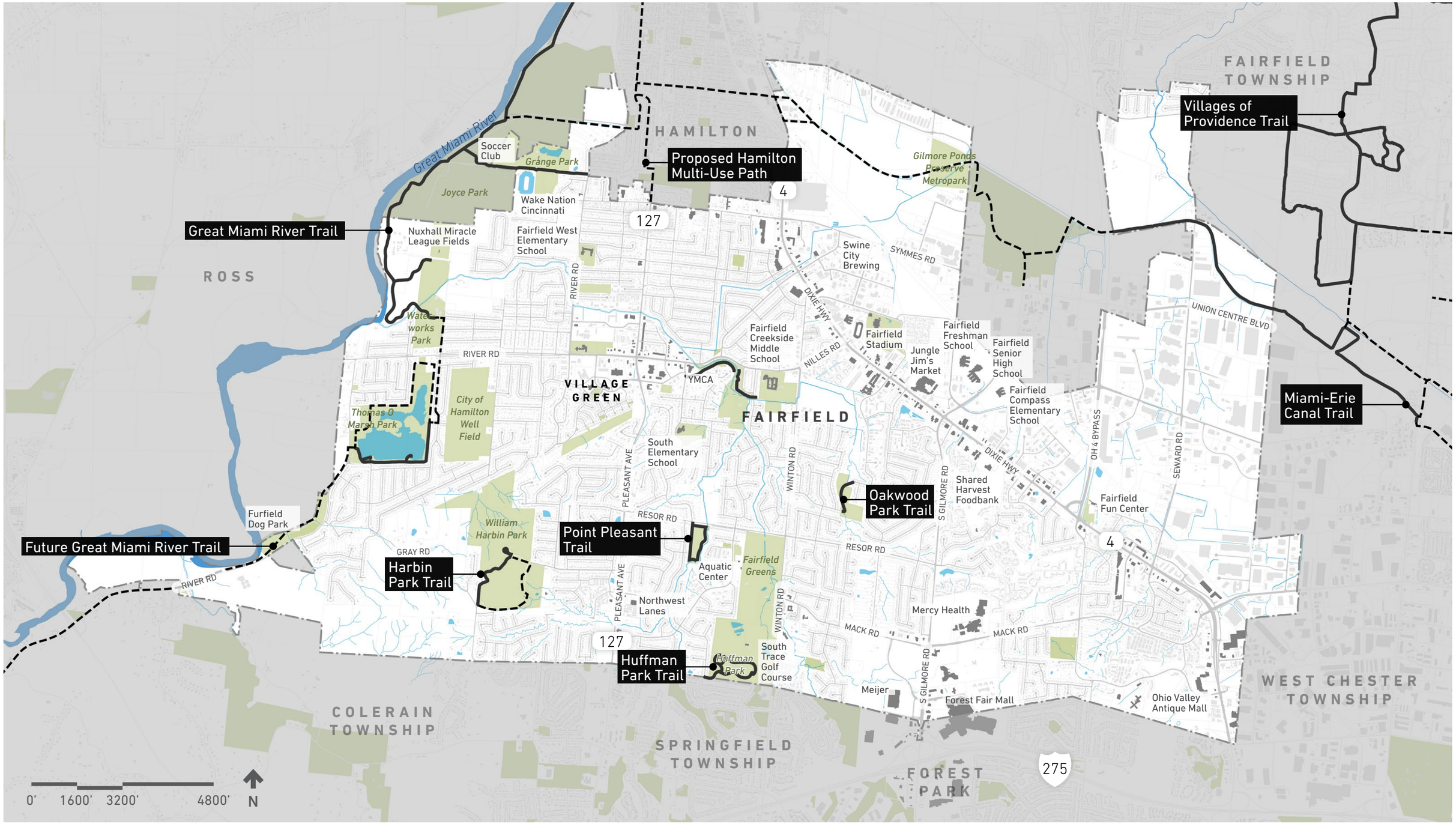
CONNECTIVITY OPTIONS

EXISTING CONDITIONS
CONNECTIVITY OPTIONS
MAJOR ROUTES

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

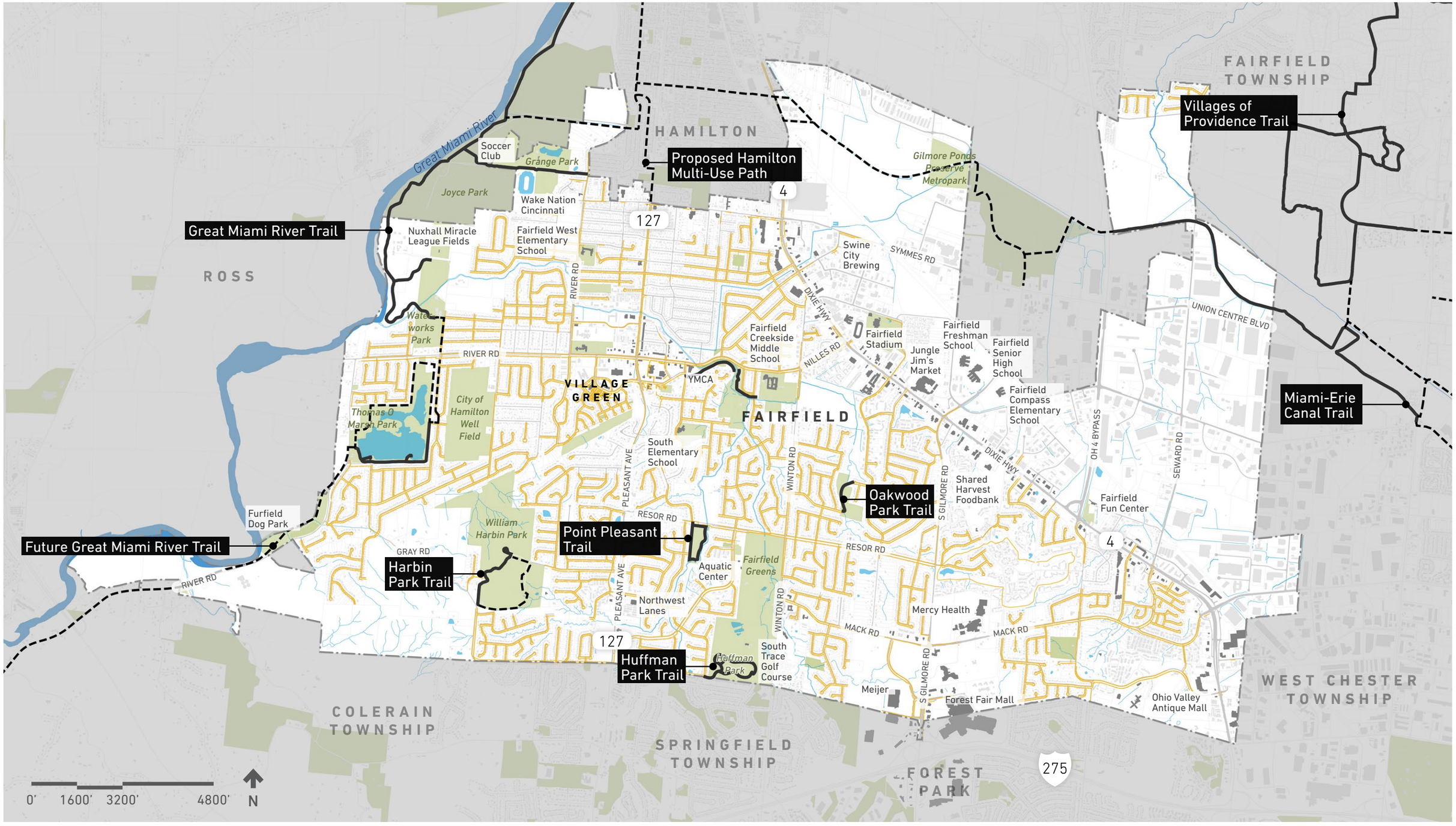
FAIRFIELD CONNECTS

EXISTING TRAIL NETWORK



Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

EXISTING TRAIL + SIDEWALK NETWORK



Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

Continuous Sidewalk

- Dedicated space for pedestrians.
- Provides basic connectivity throughout a community.
- Minimum of 5 feet wide.

Share the Road (On-Road Bike Boulevard)

- Gives equal priority to bike riders.
- Does not remove parking or travel lanes.
- Applied to streets with low traffic volumes and speeds.
- Traffic calming measure.

Multi-Purpose Path

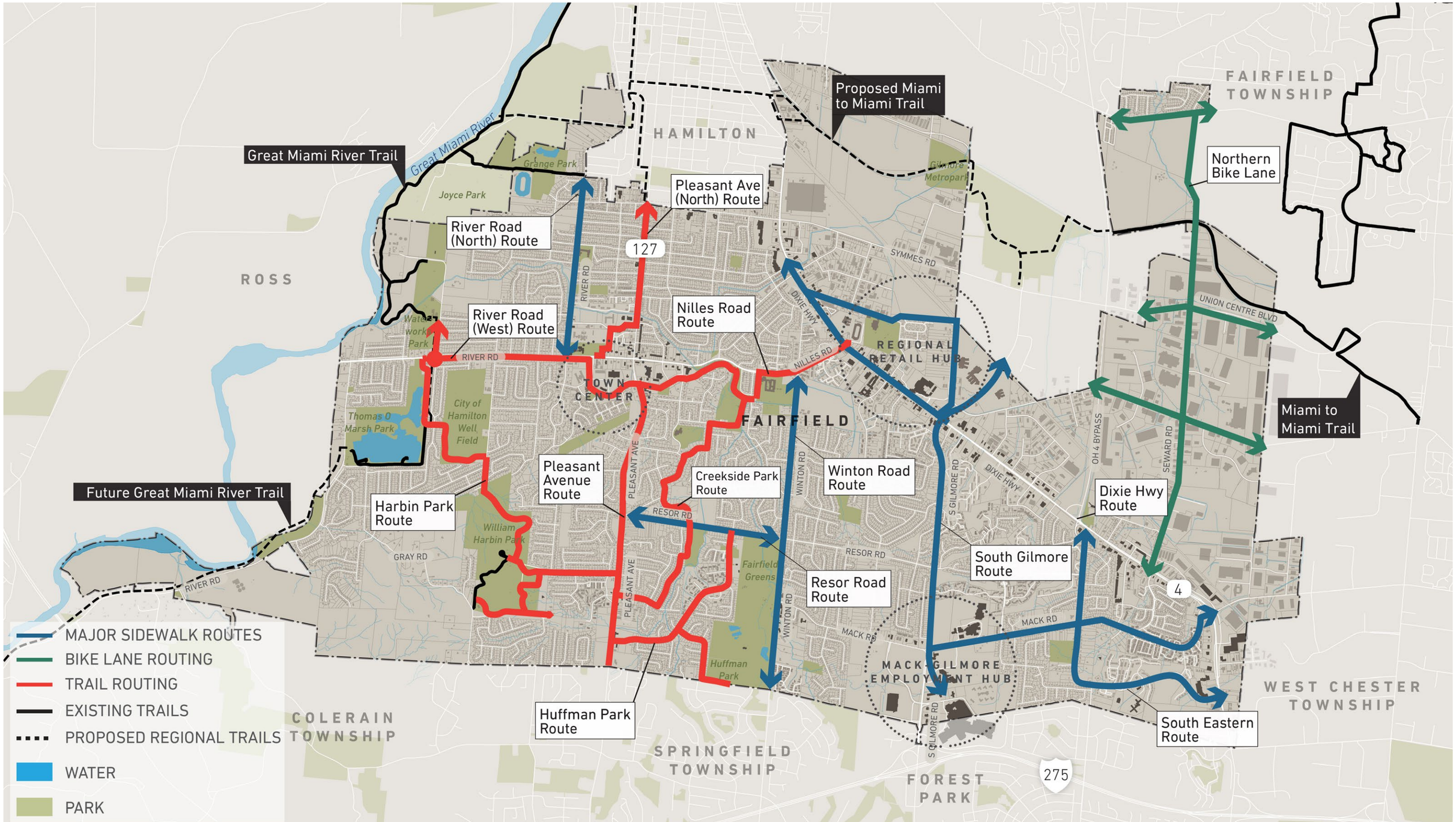
- Gives equal priority to bike riders and pedestrians.
- In lieu of sidewalk and on road bike facility.
- Provides safe separation for non-motorized transportation.

Dedicated Multi-Use Trail

- Connections through non right-of-way area like a park or greenway.
- Has regional connections into larger systems.

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

COMPREHENSIVE CONNECTIVITY NETWORK MAP



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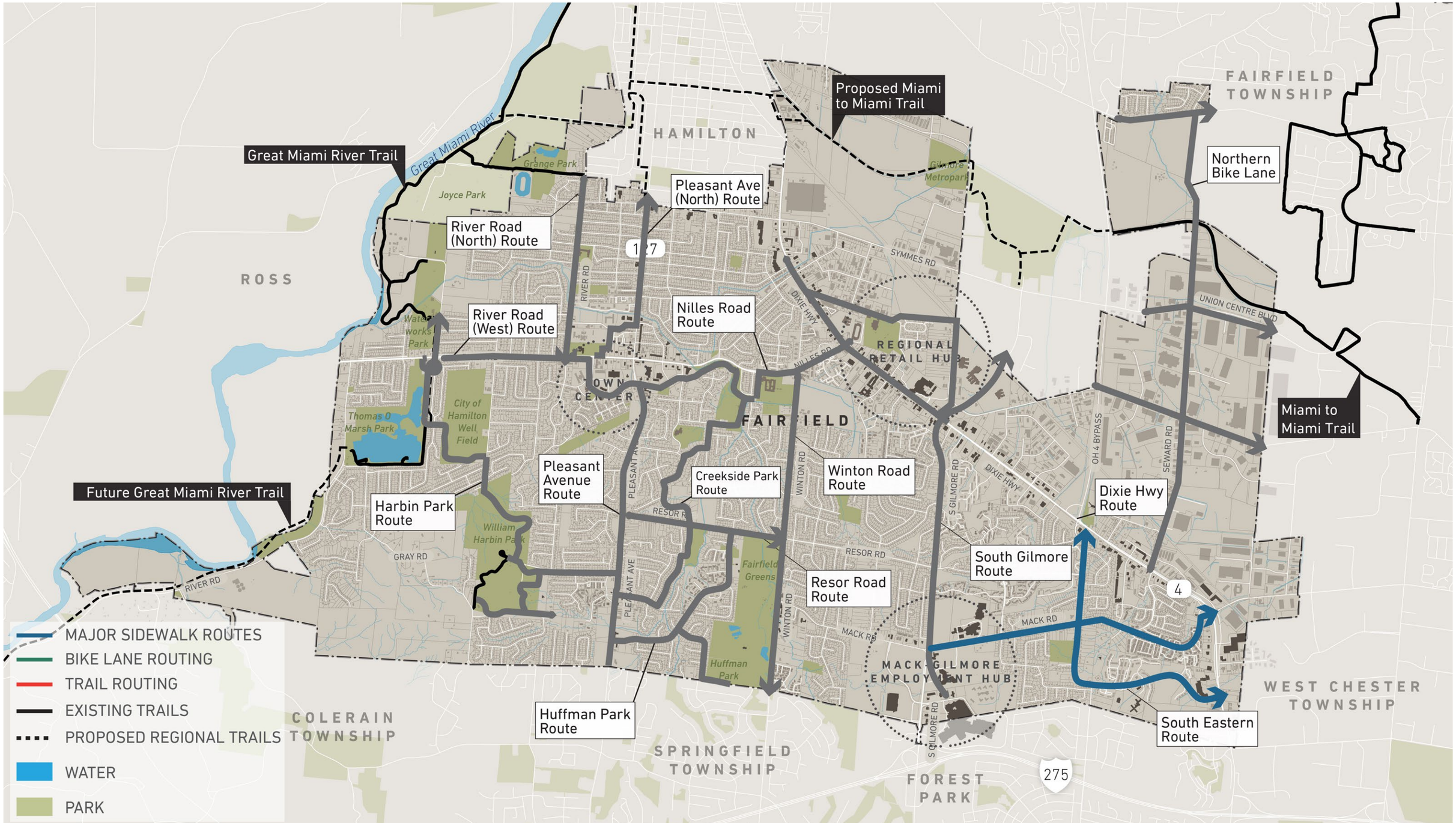

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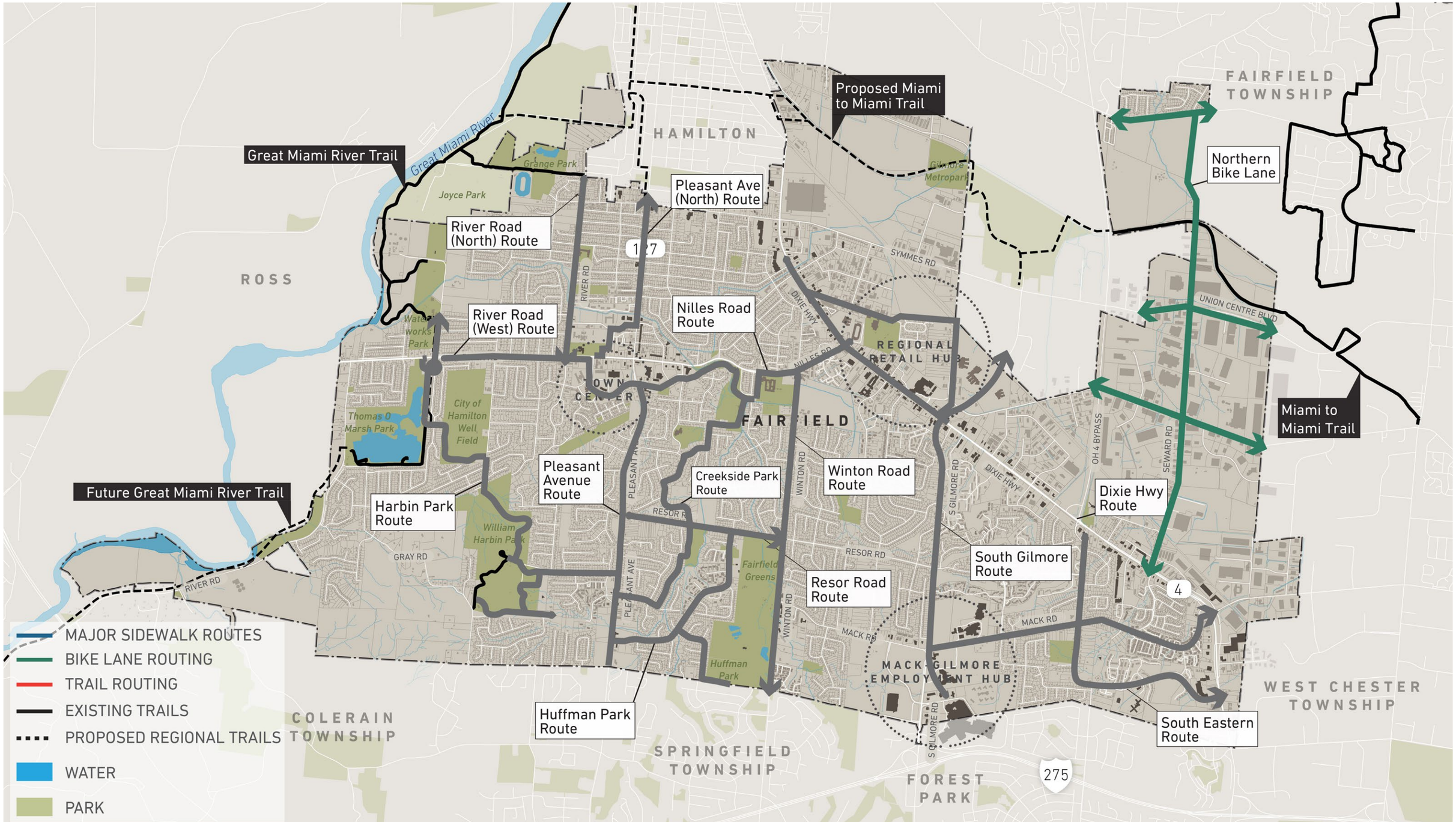


Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

RIVER ROAD BIKE ARTERIAL

LEGEND

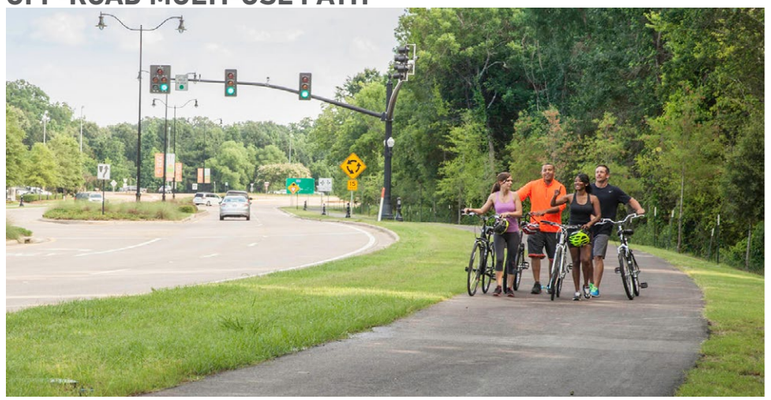
- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Trail
- Proposed Route
- Signalized Crossing

0' 400' 800' N

NOTES

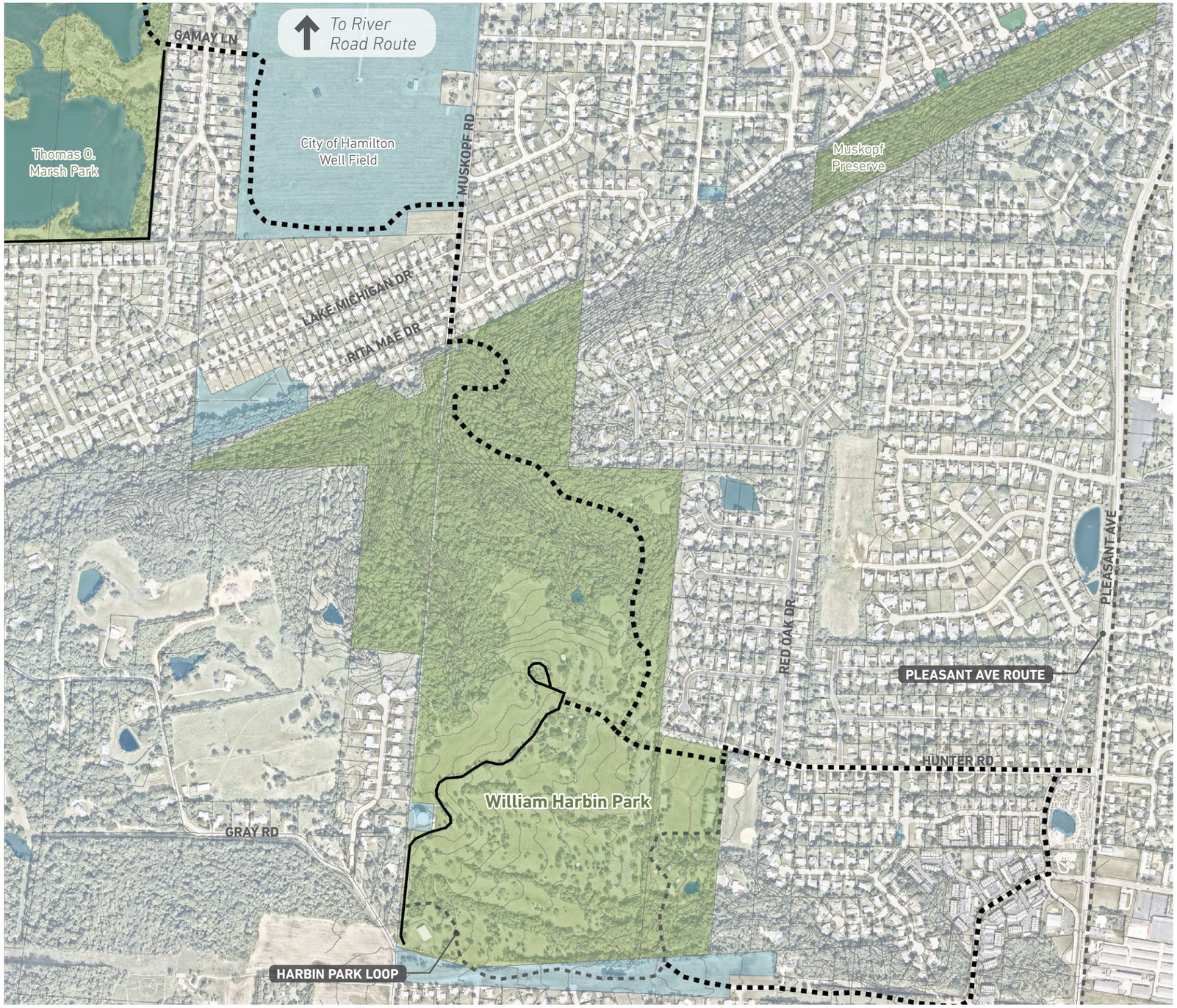
- Route serves as primary connection from Great Miami River Trail into Fairfield.
- Bringing riders from Great Miami regional trail into Town Center area promotes tourism and economic development.
- Due to its integration into the regional trail network, this route should be off-road as much as possible in order to attract a diverse ridership.

OFF-ROAD MULTI-USE PATH



Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

HARBIN PARK GREENWAY



LEGEND

- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Trail
- Proposed Route

0' 400' 800' N

NOTES

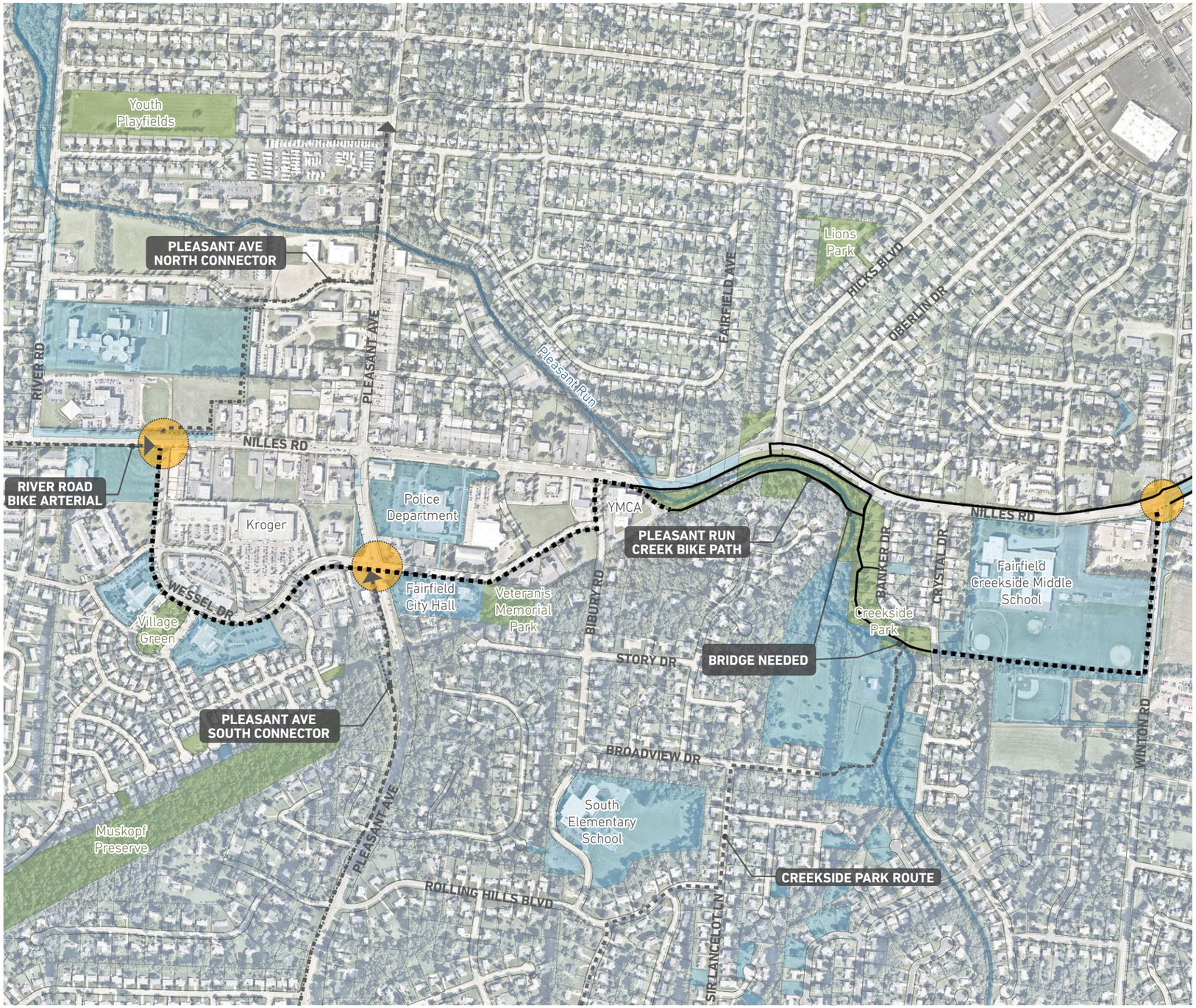
- Greenway connects from Pleasant Avenue through Harbin and Marsh Parks up to the River Road Bike Arterial.

OFF-ROAD TRAIL PATH

ON-ROAD BIKE BOULEVARD

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

NILLES / WESSEL CORRIDORS



LEGEND

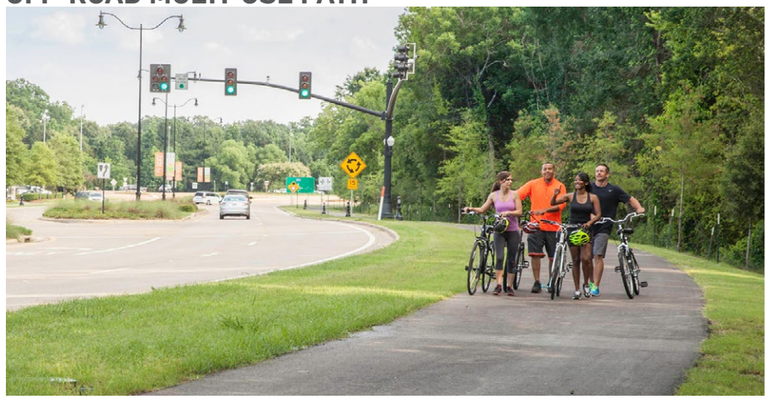
- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Trail
- Proposed Route
- Signalized Crossing

0' 400' 800' N

NOTES

- Route connects from the River Road Connector through the Town Center and East to Route 4 (Dixie Highway).

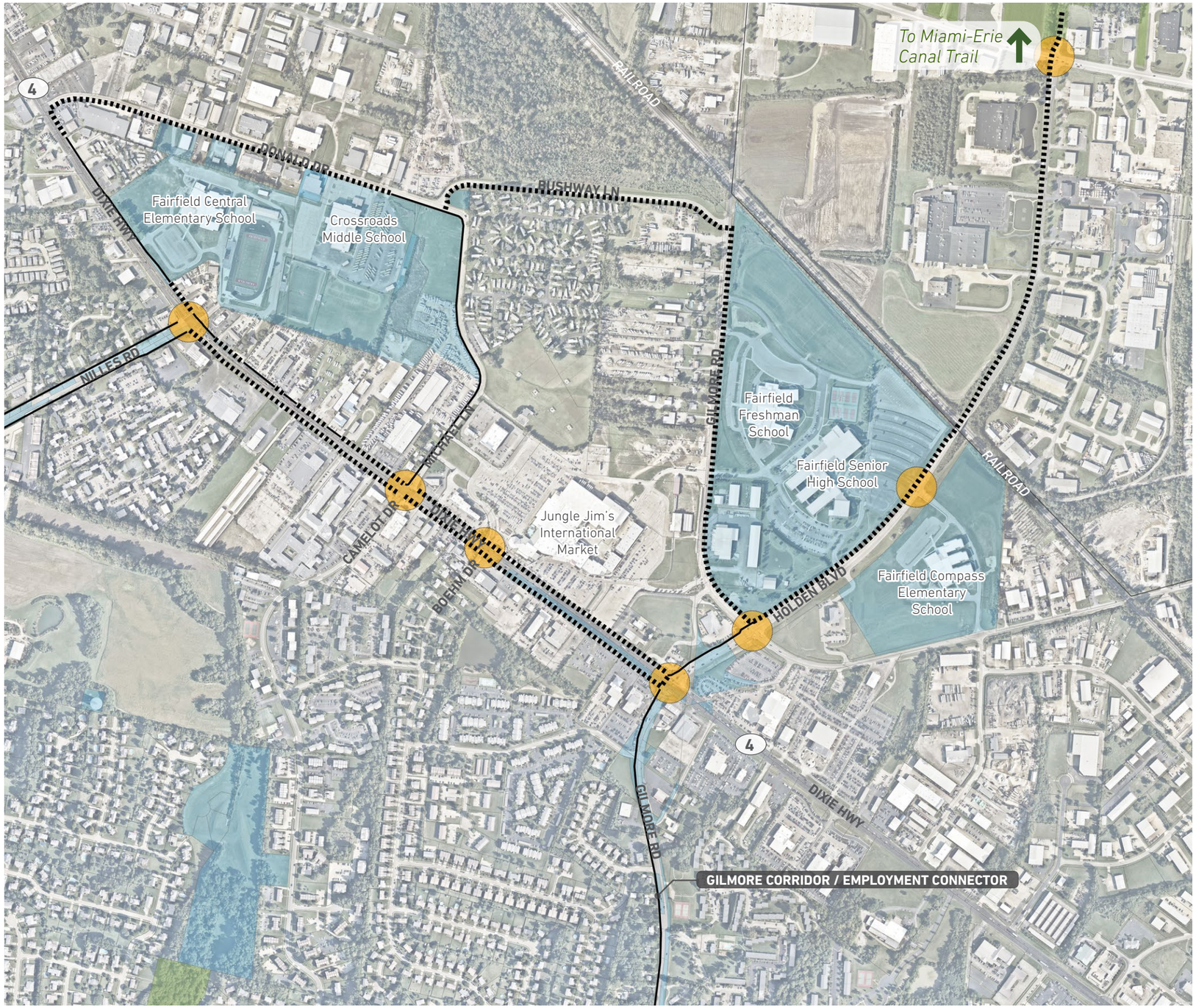
OFF-ROAD MULTI-USE PATH



OFF-ROAD TRAIL PATH

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

DIXIE HIGHWAY (RT 4) CONNECTOR SIDEWALK



LEGEND

- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Sidewalk
- Proposed Sidewalk
- Signalized Crossing

0' 400' 800' N

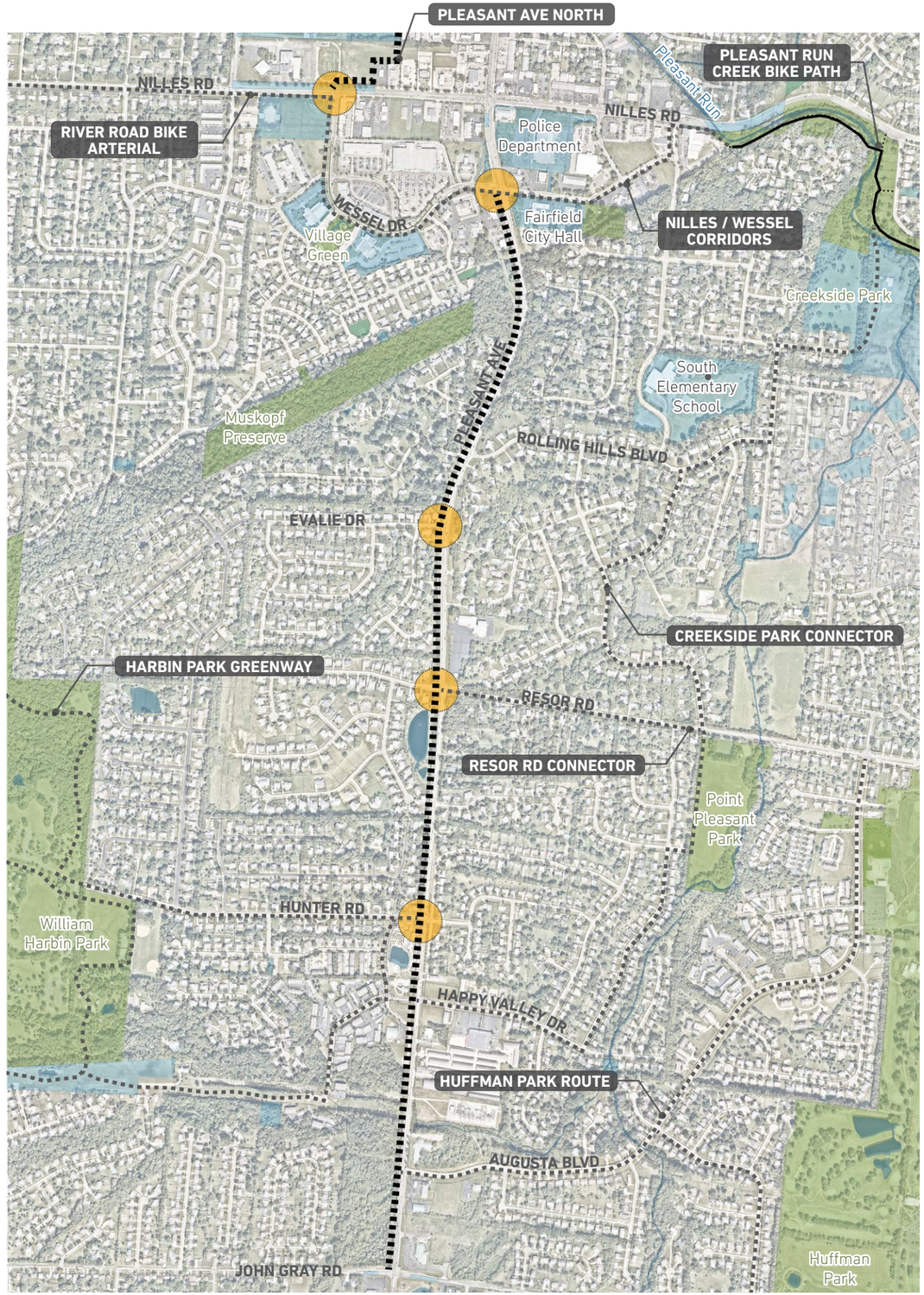
NOTES

- Route provides more complete connectivity around Dixie Highway and the various school buildings.
- Facility type is a sidewalk for improved pedestrian connectivity.

SIDEWALK

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

PLEASANT AVENUE SOUTH CONNECTOR



LEGEND

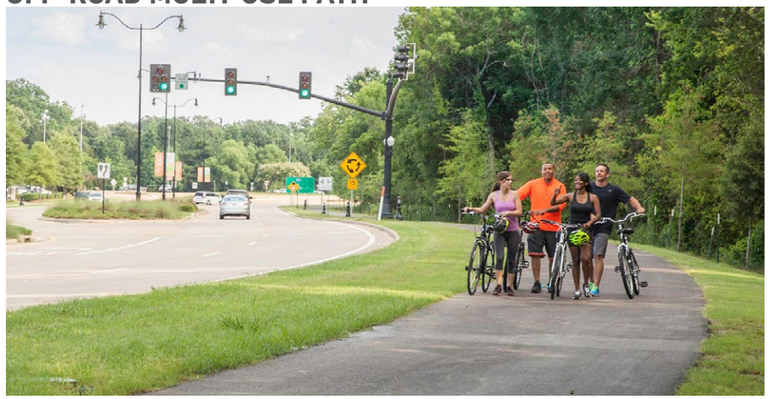
- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Trail
- Proposed Route
- Signalized Crossing

0' 400' 800' N

NOTES

- Connection along Pleasant Avenue connecting various neighborhoods and destinations.
- This is a prominent North-South connection within the City.

OFF-ROAD MULTI-USE PATH



Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

CREEKSIDE PARK CONNECTOR & RESOR RD CONNECTOR

LEGEND

- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Trail
- Proposed Route
- Signalized Crossing

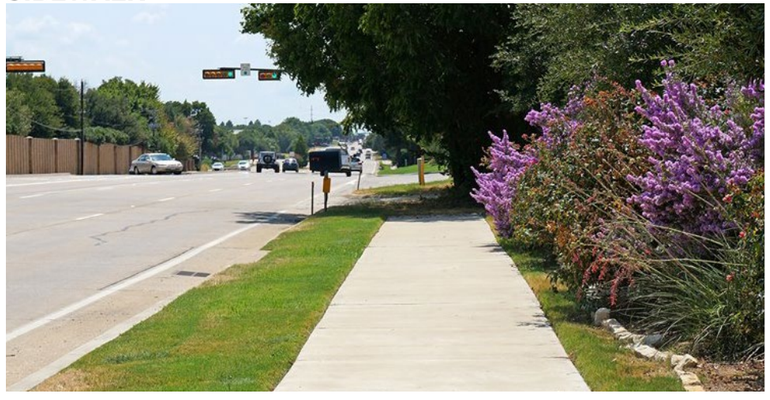
0' 400' 800' N

NOTES

- Creekside Park Connector connects through primarily residential areas eventually to Pleasant Ave at Happy Valley Drive.
- Creekside Park Connector would be a bike boulevard on low-speed neighborhood streets.
- Resor Road Connection helps fill in a prominent gap in the sidewalk network.

ON-ROAD BIKE BOULEVARD

SIDEWALK



Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

HUFFMAN PARK CONNECTOR

LEGEND

- Publicly-Owned Parcel
- Park / Green Space
- Parcel Boundary
- Existing Trail
- Proposed Route

0' 400' 800' N

NOTES

- Route connects several residential neighborhoods with the Aquatic Center, Huffman Park, and Pleasant Avenue
- Facility would be a Bike Boulevard using the low volume, low speed neighborhood streets.

ON-ROAD BIKE BOULEVARD

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

NEXT STEPS

- Public Meeting to gain feedback on final routing plan and opinions on priorities.
- Finalize Routing Strategy
- Develop Preliminary Cost Estimates
- Draft Fairfield Connects Plan
- Develop Implementation / Priority Strategy
- Final Steering Committee Meeting

PUBLIC MEETING
MARCH 3, 2020
COMMUNITY ARTS CENTER AT 411 WESSEL DR
6 - 8 PM

Minutes Acceptance: Minutes of Feb 10, 2020 7:00 PM (Approval of Minutes)

City Council Action Item
Regular Meeting - February 24, 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 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)

Background/Synopsis: The second ward Parks & Recreation Board seat and third ward Planning Commission seat became vacant on January 1, 2020 with the swearing in of new Councilmembers Dale Paullus and Terry Senger. City Council interviewed applicants for all boards and commissions vacancies on February 15, 2020 and selected applicants to fill both seats. Department Heads requested immediate appointments to fill these two vacancies due to the need for a quorum at the meetings.

Rule Suspension Requested:

Emergency Provision Needed:

City Council Ordinance
Regular Meeting - February 24, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Contract and appropriations for Seward Road Water Storage Tank rehabilitation

Legislation Title:
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.

Background/Synopsis:

Through this project, the City's 1.5 million gallon Seward Road Water Storage Tower will be cleaned, repaired, primed, and painted - both inside and out.

The Seward Road 1.5 million gallon Water Storage Tower is one of the City's five drinking water storage tanks, and the primary tower in the City's "Seward" pressure zone. This pressure zone is located on the east side of the City and is home to the majority of the City's industrial and commercial businesses. The Seward Road 1.5 million gallon storage tower is a critical component of the water distribution system. The Tower has never been repainted since its erection in 1997, and the existing (original) coating systems are beginning to fail. The project will recoat the steel tank both inside and out, protecting water quality and the structural integrity of the tank for decades.

The project was prepared for formal competitive bidding, with thirteen (13) bids received and opened on 2/3/2020. Staff recommends that the bid be awarded to L&T Painting Company Inc., the lowest and best bidder. Bids are summarized on the attached sheet. A contractual appropriation is requested for L&T Painting Company, Inc. in the amount of $600,000.00 (which includes contingency). The requested amount will allow for completion of the two 'alternate' bid items included in the project: fill pipe replacement and fill pipe insulation.

Third-party technical inspection support for this project will be provided by Dixon Engineering per the attached proposal. A non-contractual appropriation is requested for Dixon Engineering for these professional services in the amount of $49,750.00.

Additional appropriations are requested for:

- BL Anderson ($10,000.00) for procurement of a submersible mixer for the tank to improve water age and water quality (quote is attached); and
- Miscellaneous vendors ($5,250.00) for equipment and hardware needed for the mixer installation. City staff will perform the installation of the mixer in-house.

Rules suspension is requested to expedite project advancement. The City intends to have the contractor start working on the tower in early April 2020 – in accordance with bid specifications.

Financial Impact:

Funding for this project was included in the approved 2019-2023 Capital Improvement Program (CIP) under project 0WT12 – Water Tank/Tower Maintenance (project amount $450,000), and under project 1WT12 – Water Tank/Tower Maintenance (project amount $450,000). Project is also included in the 2020-2024 CIP, pending City Council approval (project amount $665,000). The difference in project amounts was due to an originally-specified funding split between years 2020 and 2021. As the project will be fully performed in 2020, all necessary funding is now included in that year only. The funding source is the Water Replacement and Improvement Fund (604).

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:

1. Bid Tab 02032020 Cleaning Repairing and Painting of the Seward Road Water Storage Tower
2. Fairfield Water BL Anderson Kasco Mixer proposal 2468EO
3. 2020 Fairfield 1.5MMG Fluted Column Paint Proposal
4. LT Painting Company-Ord

City of Fairfield, Ohio
Bid Opening - Results

Project(s): Cleaning, Repairing and Painting the 1,500,000 Gallon Seward Road Water Storage Tower
Project Estimate: $635,000.00
Date: February 3, 2020 3:00 PM (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
Viking Industrial Painting PO Box 24162 Omaha, NE 68124 402-639-3428	$1,271.000.00	Yes - Bond	Yes	Yes
L.C. United Painting 3525 Barbara Drive Sterling Heights, MI 48310 586-979-2855	$677,000.00	Yes - Bond	Yes	Yes
Seven Brothers Painting 50805 Rizzo Drive Shelby Township, MI 48315 586-323-7054	$554,400.00	Yes - Bond	Yes	Yes
George Kountoupes Painting Co. 661 Southfield Road Lincoln Park, MI 48146 313-388-9400	$643,500.00	Yes - Bond	Yes	Yes
D & M Painting Corporation 1500 Amity Ridge Road Washington, PA 15301 724-229-0440	$863,365.00	Yes - Bond	Yes	Yes

** These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bid.

City of Fairfield, Ohio
Bid Opening - Results

Project(s): Cleaning, Repairing and Painting the 1,500,000 Gallon Seward Road Water Storage Tower
Project Estimate: $635,000.00
Date: February 3, 2020 3:00 PM (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
Southern Road & Bridge, LLC 715 Wesley Avenue Tarpon Springs, FL 34689 727-940-5395	$645,000.00	Yes - Bond	Yes	Yes
Utility Service Co., Inc. 535 Courtney Hodges Boulevard Perry, GA 31069 478-987-0303	$835,400.00	Yes - Bond	Yes	Yes
G&L Tank Sandblasting & Coatings, LLC 2101 Highway 64 West Shelbyville, TN 37160 615-524-1679	$578,200.00	Yes - Bond	Yes	Yes
Fedewa, Inc. 4315 E. M-79 Highway Hastings, MI 49058 269-838-7313	$699,000.00	Yes - Bond	Yes	Yes
Clearcreek Coatings, LTD 1900 North Business Way New Carlisle, OH 45344 937-315-8116	$767,535.00	Yes - Bond	Yes	Yes

** These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bid.

City of Fairfield, Ohio
Bid Opening – Results

Project(s): Cleaning, Repairing and Painting the 1,500,000 Gallon Seward Road Water Storage Tower
Project Estimate: $635,000.00
Date: February 3, 2020 3:00 PM (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
L & T Painting 50502 Hunters Creek Trail Shelby Township, MI 48317 586-873-0761	$516,000.00	Yes - Bond	Yes	Yes
American Suncraft Co., Inc. 10836 Schiller Road Medway, OH 45341 937-308-4352	$965,237.00	Yes - Bond	Yes	Yes
UCL Inc. 2025 Stapleton Court Cincinnati, OH 45240 513-674-1666	$702,450.00	Yes - Bond	Yes	Yes

** These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bid.

Company: **Fairfield OH Water**
Address: 5201 Groh Lane
Fairfield Ohio, 45014

ATTN: **Adam Sackenheim/Jason Hunold**

BL Anderson - Eastern Office
8887 Eagle Ridge Court
West Chester, Ohio 45069
513-889-4746

Dave Wilson
Sales Engineer
Phone: (513) 907-3793
Email: dwilson@blanderson.com

Date : February 5, 2020
QUOTE # 2688 EO
Revision: 0

BL Anderson is pleased to offer the following quotation.

Qty	Description	Part Number
	Kasco Water Tank Mixer Package **Seward Road Elevated Storage Tank**	
1	Includes: Mixer, Surface Mount and Control Panel (100 ft. Cord) 3/4 HP 120V Mixer	34C61100SM-CS1
	Freight (Included) Proposal does not include BL Anderson start up service	

Total **$9,120.00**

Please note the following:

Prices quoted do not include taxes
Prices quoted are valid for 60 days.

Not Included: Conduit and wire (by others)
Installation (by others)
Terminations (by others)
Anything not explicitly stated in this proposal

Thank you for your interest in Kasco/BL Anderson.

Dave Wilson
Ohio Sales Engineer
BL Anderson

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

789 Lafayette Road
Medina, OH 44256
Telephone: (330) 983-006
Fax: (330) 725-0512

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

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

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Project Administration, Preconstruction Meeting, Wet Interior Coating, Exterior Coating, Dry Interior Coating, Piping Coating Observation and (1) One Year ROV Warranty on the 1,500,000 Gallon Fluted Column (Seward)** ("Project").

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

This service fee is the Lump Sum Amount $49,620.00

Proposals / Agreement Signatures

Earl Strater, P.S., Project Manager — February 11, 2020
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) — PROPOSAL DATE

CONTRACT APPROVED BY OWNER — POSITION — DATE

Co SIGNATURE (if required) — POSITION — DATE

AGREEMENT APPROVED by DIXON — POSITION — DATE

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

Designated Person: Adam Sackenheim	Designated Person: Earl Strater, P.S.
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of Fairfield	Dixon Engineering, Inc.
5021 Groh Lane	789 Lafayette Rd
Fairfield, OH 45014	Medina, OH 44256
Email: asackenheim@fairfield-city.org	Email: Earl.strater@dixonengineering.net

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

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

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

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

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

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

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

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

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

ARTICLE 9 MISCELLANEOUS PROVISIONS

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

9.01 Survival:

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

9.02 Severability:

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

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

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

9.05 Accrual of Claims:

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

9.06 DIXON's Certifications:

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

9.07 Total Agreement:

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

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Ex B Antennas, when used follows the same format. Study and Report Phase is not part of this Agreement.

PART 1

A1.01 Construction Phase:

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

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
      b. A Hold Point Site visit is one observation trip to perform one of the functions below. The number of Site visits required are estimates.
      c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e. exterior intermediate and pit piping primer).
      d. The Site visit fees may vary between services (i.e. welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
   4. Hold Point Weld/Modifications- Observe, Record, Report, and:
      a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).
   5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
      a. Review abrasive and coating materials for approved manufactures.

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b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
d. Review coating mixing, thinning, and manufacturer's application requirements.
e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
f. Observe wet interior using high/low voltage holiday detection.
g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.

6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard
   b. Collect spent abrasive for sampling and testing.
   c. Abrasive blast cleaning prior to application of the prime coat.
   d. Prime coat prior to application of the next coat.
   e. Intermediate coat prior to application of the stripe or topcoat.
   f. Stripe coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Verify test area for high (HPWC) pressure water blast cleaning meets or exceeds minimum specified standard.
   b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   c. Spot power tool, feathering, and compliance with specifications.
   d. Spot prime coat prior to application of the epoxy intermediate coat.
   e. Prime coat prior to application of the epoxy intermediate coat.
   f. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   g. Topcoat for compliance with specifications.
   h. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. LPWC for thoroughness and compliance with specifications.
   b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
   c. Abrasive blast cleaning prior to application of the prime coat.
   d. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
   e. Spot prime coat prior to application of the intermediate coat.
   f. Intermediate coat prior to application of the stripe or topcoat.
   g. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
   a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
   b. Abrasive blast cleaning prior to application of the prime coat.
   c. Prime coat prior to application of the stripe or topcoat.
   d. Stripe coat prior to application of the topcoat.
   e. Topcoat for compliance with specifications.
10. RPR Services - Daily: All services are project dependent and not required daily.
    a. Perform services detailed in the EJCDC C-700-18 General Conditions.

b. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
c. Review abrasive and coating materials for approved manufacturers.
d. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
e. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards.
f. Review coating mixing, thinning, and manufacturer's application requirements.
g. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point with shading).
h. Observe wet interior using high/low voltage holiday detection per AWWA D102 latest edition.
i. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
j. All services are project dependent and not required daily.
k. Collect appropriate samples for pre-disposal laboratory testing.
l. Prepare daily observer reports detailing above mentioned items and daily progress.
m. Prepare punch lists for Project Manager and follow through until punch list specified Work is completed.

11. Hold Point Project Finalization:
    a. Review all repairs not installed until after coating.
    b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
    c. Observe the installation of screens, light bulbs, etc.
    d. Observe Site for restoration to pre-project conditions.
    e. Formulate a punch list of items to complete.
    f. Create a second punch list if needed before finalization.
    g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
12. Daily observation involve minimum number of hours in a day and in a week. See Exhibit C for a more thorough review of invoicing and minimal hours for Full Time or Daily RPR services.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.02 Post Construction Phase:

A. Basic Services:
1. One Year Warranty Observation - ROV and Exterior:
    a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
    b. Observe the exterior coating and quantify damages.
    c. Review all repairs completed during Construction Phase.
    d. Review all exterior appurtenances for damage due to corrosion or construction.
    e. Review exterior of the exposed foundations.

f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.

B. Post Construction Phase – RPR Services
1. Detailed above if repairs are needed.

C. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation - ROV Observation:
a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

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

BASIS OF FEES, INVOICING AND PAYMENT

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

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

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

C1.01 Basis:

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

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

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

B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.

C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
   1. DIXON may use a Lump Sum for the entire project.

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

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services **c**ontractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.

C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.

D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Ex B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit C Attachment 1.

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

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

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

C1.05 Estimated Fee:

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

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

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

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

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

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.

B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.

C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
   1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Daily RPR

A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.

C3.01 Financial Considerations when Selecting RPR Services:

A. Minimum Hourly and Weekly requirements.
   1. Daily RPR Services -8 hours per day plus travel time and mileage.

C3.02 Hold Point Observations:

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

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SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifty Thousand, Six Hundred Dollars, $50,600** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.03-Preconstruction Meeting			$900	Unit Price
A1.03-Other Defined Basic Services – Project Administration			$3,500	Lump Sum
A1.03-RPR Services Daily			$11,820	Standard Hourly Rate
A1.03-RPR Services Weld	1	$1,000	$1,000	Unit Price
A1.03-RPR Critical Phase Coating	28	$980	$27,440.00	Unit Price
A1.03-Finalization Site Review by PM	2	$980	$1,960	Unit Price
A1.04-Warranty Observation			$3,000	Lump Sum
Total			$49,620.00	

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

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STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Labor Class	Per Hour	Overtime Rate
Principal	$255.00	
Project Manager	$153.00	$230.00
Engineer	$158.00	$237.00
CWI Welding RPR	$138.00	$207.00
DIXON Level 3 or NACE Certified Level 3 RPR	$107.00-$138.00	$161.00-$207.00
DIXON Level 2 or NACE Level 2 RPR	$97.00-$112.00	$146.00-$168.00
DIXON Level 1 or NACE Level 1 RPR	$87.00-$97.00	$131.00-$146.00
Contract Support Staff	$112.00-138.00	$168.00-$207.00

Expenses	Metropolitan	Out-State
Mileage	$0.70/mile + tolls	$0.60/mile
Lodging	$120.00 per diem	$110.00 per diem
Meals	$47.00 per diem	$40.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2020 (Revised: 8/6/2019)

Attachment: 2020 Fairfield 1.5MMG Fluted Column Paint Proposal (1442 : Contract and appropriations for Seward Road Water Storage Tank

GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTATCHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTATCHMENT 1 and 2.

B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.

D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

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

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

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.

B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.

D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Attachment: 2020 Fairfield 1.5MMG Fluted Column Paint Proposal (1442 : Contract and appropriations for Seward Road Water Storage Tank

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

GP1.03 Use of Documents:

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

GP1.04 Suspension and Termination:

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

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph GP 1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:
   1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in EXHIBIT C.
   2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

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

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.

B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.

C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
   1. Changes after the Effective Date to Laws and Regulations;
   2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures;

D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).

C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

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

Attachment: 2020 Fairfield 1.5MMG Fluted Column Paint Proposal (1442 : Contract and appropriations for Seward Road Water Storage Tank

B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.

C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.

D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement

EXHIBIT I: Agreement Between Owner and DIXON

INSURANCE AND LIABILITY CONCERNS

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

I1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
1) Bodily injury, each accident:	$1,000,000
2) Bodily injury by disease, each employee:	$1,000,000
3) Bodily injury/disease, aggregate:	$1,000,000
3. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
2) General Aggregate	$2,000,000
4. Excess or Umbrella Liability	
1) Per Occurrence:	$5,000,000
2) General Aggregate:	$5,000,000
5. Automobile Liability	
1) Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability –	
1) Each Claim Made	$2,000,000
2) Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in EXHIBIT I. If so, requested by Owner, and if commercially available, DIXON

Attachment: 2020 Fairfield 1.5MMG Fluted Column Paint Proposal (1442 : Contract and appropriations for Seward Road Water Storage Tank

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

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

I1.01 Limitation of Liability:

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

I1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

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

I1.03 Percentage Share of Negligence:

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

Attachment: 2020 Fairfield 1.5MMG Fluted Column Paint Proposal (1442 : Contract and appropriations for Seward Road Water Storage Tank

ORDINANCE NO. _____

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".

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 L&T Painting Company for the Seward Road 1.5 Million Gallon Water Storage Tower "Cleaning, Repairing, and Painting Project" 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\L&T Painting Company-Ord

Attachment: LT Painting Company-Ord (1442 : Contract and appropriations for Seward Road Water Storage Tank rehabilitation)

City Council Resolution
Regular Meeting - February 24, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Easements to Duke Energy for a natural gas line project benefiting the City's Sewer Plant

Legislation Title:
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.

Background/Synopsis:

The City of Fairfield currently utilizes propane-fired boilers to heat many of its buildings at its Wastewater Treatment Plant (WWTP) on Groh Lane. To improve fuel source reliability, decrease fuel source price volatility, and eliminate the need for pending boiler upgrades, the City desires natural gas service to its WWTP.

Over the past year, City Public Utilities staff has worked closely with officials from Duke Energy Ohio, Inc. to enable the extension of an existing Duke-owned natural gas line to serve the City's WWTP. The current natural gas line terminates on Groh Lane near Schiering Drive. To allow for the extension of this line to the WWTP, Duke Energy Ohio, Inc., needs several permanent easements from the City impacting six (6) City-owned parcels on Groh Lane. The attached easement exhibit and instrument provide additional information on the alignment of the gas line and impacted properties. These easements are necessary as the gas line cannot reasonably be installed in the public right-of-way due to the amount of existing water and sewer utilities in the area.

Financial Impact:

There is no financial impact to the City as related to this Resolution.

Duke Energy Ohio, Inc., will pay for the extension of the natural gas line, and the City of Fairfield has agreed to connect to the system as a customer once the utility is available.

Emergency Provision Explanation:

NA

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. DISTRIBUTION FORM EASEMENT - City of Fairfield FINAL 01312020
2. Exhibit FINAL 02042020
3. CERTIFICATE FORM FOR AGREEMENT easements
4. Duke Energy Ohio-Res

Attachment: DISTRIBUTION FORM EASEMENT - City of Fairfield FINAL 01312020 (1441 : Easements to Duke Energy for a natural gas line project benefiting the City's Sewer Plant)

EASEMENT

Return Recorded Document To: Contract Land Staff, 4449 Easton Way, Columbus, OH 43219

STATE OF OHIO
COUNTY OF BUTLER
PARCEL ID # A0700009000020; A0700009000021; A0700009000037; A0700009000024; A0700009000025 and A0700009000026

LINE NO. _____
PROJECT TRACT NO._____
PROJECT NO. 31817591
LAND UNIT NO. _____

THIS **"EASEMENT"** is made and granted as of this ____ day of _____, 20__, from **CITY OF FAIRFIELD, a municipal corporation** ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee", Duke Energy**).

WHEREAS, Grantor is the owner of, or has an interest in, that property being situate in Section 10, Town 1, Range 2, City of Fairfield, Butler County, Ohio, being part of a Lots 274, 275, 278, 279 and 280, as conveyed to City of Fairfield, a municipal corporation a/k/a the City of Fairfield, Butler County, Ohio from 1) Anthony Huber, a married man by Warranty Deed, recorded in **Book 626, Page 583;** 2) Margaret Huber, unmarried by General Warranty Deed, recorded in **Book 1474, Page 452;** 3) Anthony Huber and Margaret Huber (his wife) by Warranty Deed, recorded in **Book 940, Page 167;** 4) Marie Timmer and her spouse, Cletus Timmer, Ben Groh and his spouse, Inez Groh, Anna Miller and her spouse, Edward F. Miller, and Faye Groh, unmarried by Quit Claim Deed, recorded in **Book 1350, Page 166;** 4) Jeanette K. Cooley, married; Mary Ann Dsuban, married, Carol M. Sturgill, married, and Patricia L. Thomas, married by Warranty Deed, recorded in **Book 1282, Page 476**; 3) Elizabeth Groh Schiering a/k/a Elizabeth Groh, unmarried by Warranty Deed, recorded in **Book 765, Page 363** all in Butler County Recorder's Office (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of $1.00 and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy Ohio, Inc., its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the drawing attached hereto as **Exhibit A** and incorporated herein by reference (the "**Exhibit A**"). For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described herein and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Permanent Easement. A perpetual easement generally 15 feet wide for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas under, upon, over, through, and across that portion of the Property designated "Permanent Easement" on the Survey (the "**Permanent Easement Area**").

Duke Energy's Use. Duke Energy shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage and any trees standing outside the Easement Areas which are substantially likely to fall onto the Easement Areas), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Duke Energy and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the Ohio Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Duke Energy prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Duke Energy's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Duke Energy, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Duke Energy.

Damages. Duke Energy shall be responsible for actual physical damage to: (1) the land within the Property and Easement Areas; and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Duke Energy in exercising the rights granted herein, and provided further that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Duke Energy shall restore and level the surface of the Easement Areas to, as nearly as can be reasonably done, the same condition as prior to Duke Energy's use of the Easement Areas. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Duke Energy to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Duke Energy thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Duke Energy is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Duke Energy.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable mortgage and tenant interests.

To have and to hold said rights, privileges, and Easements unto Duke Energy, its affiliates, successors, and assigns. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy, and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: DISTRIBUTION FORM EASEMENT - City of Fairfield FINAL 01312020 (1441 : Easements to Duke Energy for a natural gas line project benefiting the City's Sewer Plant)

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR:

CITY OF FAIRFIELD, a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of **CITY OF FAIRFIELD, a municipal corporation**, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the corporation.

Witness my hand and official seal this the ___ day of _____, 20__.

[NOTARY SEAL]

_____ Sign

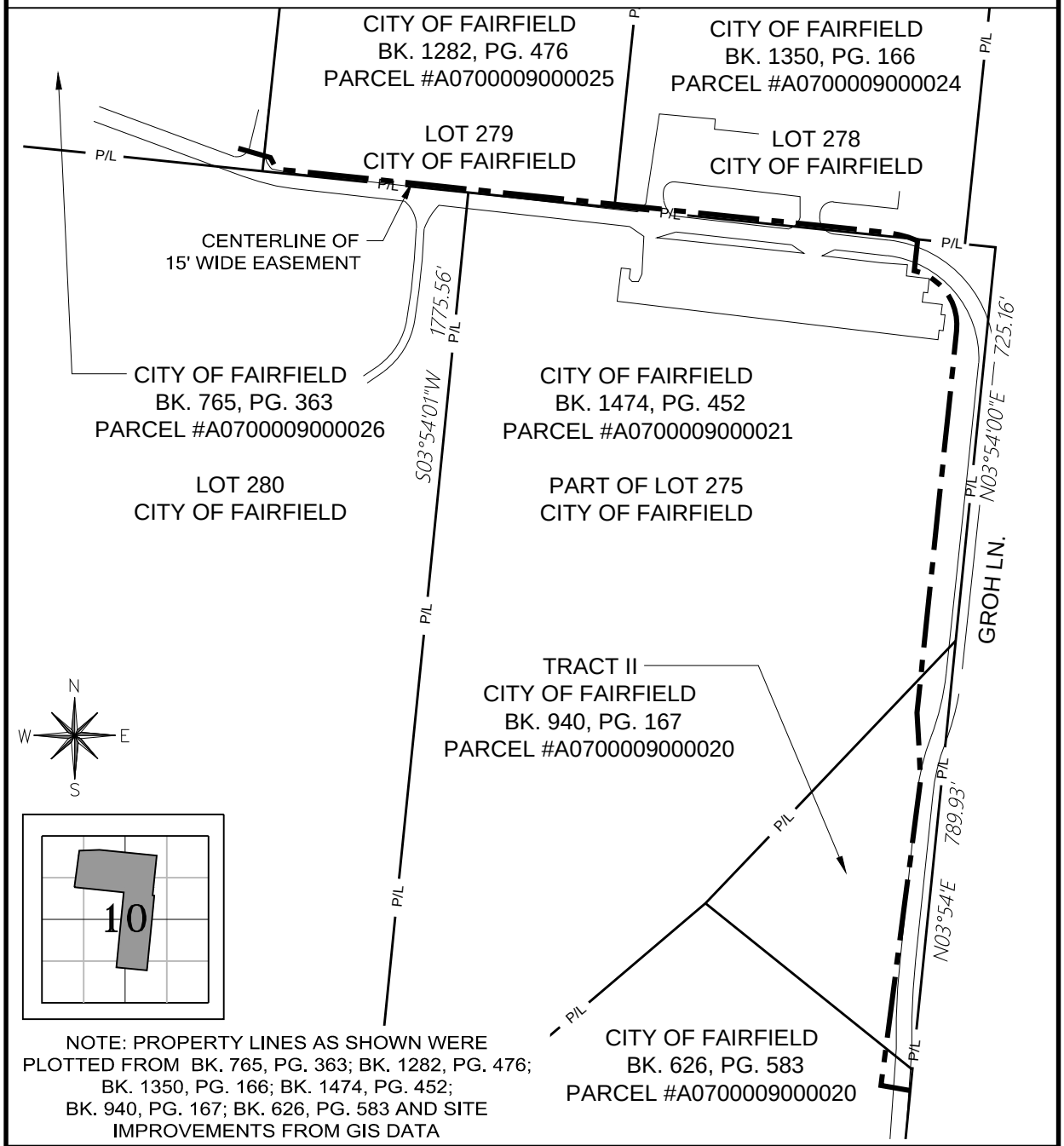
_____ Print

My commission expires: _____

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St. Cincinnati, OH 45202.

Attachment: DISTRIBUTION FORM EASEMENT - City of Fairfield FINAL 01312020 (1441 : Easements to Duke Energy for a natural gas line project benefiting the City's Sewer Plant)

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



NOTE: PROPERTY LINES AS SHOWN WERE PLOTTED FROM BK. 765, PG. 363; BK. 1282, PG. 476; BK. 1350, PG. 166; BK. 1474, PG. 452; BK. 940, PG. 167; BK. 626, PG. 583 AND SITE IMPROVEMENTS FROM GIS DATA

BUTLER COUNTY, OHIO

SITE NAME: CITY OF FAIRFIELD, SECTION 10 T-1, R-2

DUKE ENERGY.	DR. AM	EXHIBIT MAP OF: EASEMENT	
	CK. MT	EXHIBIT MAP FOR: CITY OF FAIRFIELD	
EXHIBIT 'A'	DATE 02/04/2020	LOCATION 4799 GROH LN, FAIRFIELD, OH	EMAX #31817591

Attachment: Exhibit FINAL 02042020 (1441 : Easements to Duke Energy for a natural gas line project benefiting the City's Sewer Plant)

Regarding grant of permanent easements impacting several City of Fairfield-owned parcels to Duke Energy Ohio, Inc. as related to the Natural Gas Main Extension project on Groh Lane

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

RESOLUTION NO. _____

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.

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

Section 1. The City Manager is hereby authorized 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 in accordance with the proposal on file in the office of the City Manager.

Section 2. This Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2020\Duke Energy Ohio-Res

Attachment: Duke Energy Ohio-Res (1441 : Easements to Duke Energy for a natural gas line project benefiting the City's Sewer Plant)

City Council Ordinance
Regular Meeting - February 24, 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.

$200,000 for Clarifier 3 rehabilitation at Water Treatment Plant (existing contract);
$600,000 for Seward Road Water Storage Tower Cleaning, Repairing & Painting Project.

Financial Impact: $800,000.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. ContractualAppropriations.022420
2. Contractual 2-24-Ord

City Council Ordinance
Regular Meeting - February 24, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Appropriations for Clarifier 3 rehabilitation at the Water Treatment Plant

Legislation Title:
Appropriations for Clarifier 3 rehabilitation at the Water Treatment Plant (contractual and non-contractual)

Recommendation:
It is recommended that City Council authorize appropriations in the amount of $225,000.00 for contractor and inspection services related to the complete rehabilitation of Clarifier #3 at the City's Water Treatment Plant. Rules suspension is requested to expedite the project.

Background/Synopsis:

This project will rehabilitate all of the steel and concrete surfaces in the existing Clarifier No. 3. This Clarifier is one of the two "Upflow" Water Softening Clarifiers constructed in 2000 as part of the plant's last major expansion. The steel surfaces in the clarifier have not been re-coated since construction. The steel surfaces are to be blast cleaned to white metal and then coating per the specifications. The concrete surfaces are to be prepared and coated per the specifications to seal them from water migration. These improvements will prevent deterioration of the steel and concrete structures, protect critical treatment system components, and extend the useful life of the clarifier.

The project to rehab Clarifier No. 4 was prepared for formal competitive bidding, with one (1) bid received on July 29, 2019. The bid form included a City option for the rehabilitation of WTP Clarifier No. 3 in 2020. Original bid information is summarized on the attached sheet.

Clarifier No. 4 project was awarded to Mohon Blasting & Coating, LLC, with City option for additional specified work (Clarifier No. 3) the following year. This work was awarded through Ordinance 79-19, approved by City Council on 8/12/2019 (Contract Number 2019-22). The work on Clarifier No. 4 is now substantially complete, and the City desires to have the contractor start work on Clarifier No. 3 soon. Once Clarifier No. 4 is rehabilitated, the City will have successfully rehabbed all four (4) critical clarifier tanks within the past few years.

A contractual appropriation is requested for Mohon Blasting & Coating, LLC.in the amount of $200,000.00. Work will be completed through existing City contract via change order.

Third-party inspection services for this project will be provided by Horizon QC Company per the

Attachment: ContractualAppropriations.022420 (1445 : Contractual Appropriations)

attached proposal. A non-contractual appropriation is requested for Horizon QC for these professional services in the amount of $25,000.00.

Financial Impact:

Funding for this project was included in the approved 2019-2023 Capital Improvement Program (CIP) under project 0WT04: 'Water Plant Painting / Re-Coating'. The project is also included in the draft 2020-2024 CIP budget as project 0WT24, pending Council approval. The funding source is the Water Surplus Fund.

Emergency Provision Explanation:

N/A.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Bid Tab Repaint Existing Water Treatment Plant Clarifier No 4
2. COF clarifier 3 inspection proposal 2020

Attachment: ContractualAppropriations.022420 (1445 : Contractual Appropriations)

City of Fairfield
Bid Tabulation for "Repainting Existing Water Treatment Plant Clarifier No. 4"
Bid Opening: July 29, 2019
Engineer's Estimate: $200,000.00

				BIDDER (Name/Address/Phone)	
				Mohon Blasting & Coatings 80 Harper Circle Beechmont, KY 42323 270-931-0016	
No.	Description	Est. Qnty.	Unit	Unit Price	Total Price
	General				
1	Blast clean (SSPC SP-10) and completely re-paint steel surfaces and appurtenances on WTP Clarifier Assembly No. 4	1	LS	$ 78,000.00	$ 78,000.00
2	Concrete linear crack & joint repair on interior concrete surfaces on WTP Clarifier No. 4	550	LF	$ 10.00	$ 5,500.00
3	Clean and apply waterproof coating to interior concrete walls (to top of tank) and floor on WTP Clarifier No. 4	1	LS	$ 84,400.00	$ 84,400.00
4	Concrete crack and joint repair, and clean and apply waterproof coating to concrete walls and floor of effluent trough adjacent to WTP Clarifier No. 4	100	LF	$ 75.00	$ 7,500.00
5	Polybrid application on concrete walls from top of tank to ~4" below radial troughs	1	LS	$ 10,200.00	$ 10,200.00
6	Coating application on all handrails adjacent to tank	400	LF	$ 10.00	$ 4,000.00
7	Construction site containment for dust, debris and paint	1	LS	$ 10,000.00	$ 10,000.00
				Total Base Bid Amount	**$ 199,600.00**

These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

Attachment: ContractualAppropriations.022420 (1445 : Contractual Appropriations)

City of Fairfield
Clarifier Repaint Phase 4
Fairfield, OH
Adam Sackenheim – Public Utilities Director

STANDARD INSPECTION

SCOPE OF WORK TO INCLUDE:
-Field inspections
-Blasting inspection on all prepared surfaces
-Coating inspection – mixing, application, testing
-Field reports
-Specification enforcement – including change orders.
-Final punch list inspection

Recommended Inspections

75% Inspection trips - surface preparation.
20% Inspection trips - coating application of intermediate and finish coat.
5% Inspection trip – final punch list inspection

Inspection Cost $675.00 per day
(37) Inspections = $25,000.00

13 January 2020

Attachment: ContractualAppropriations.022420 (1445 : 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 Replacement & Improvement Fund**	**$600,000**
To:	60416025-252000 Improvements Other Than Building *(Seward Road Water Storage Tower Cleaning, Repair and Painting 0WT12)*	$600,000
From:	**Unappropriated Water Surplus Fund**	**$200,000**
To:	60516025-252000 Improvements Other Than Building *(Rehabilitation of Clarifier #3 0WT24)*	$200,000

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\Contractual 2-24-Ord

Attachment: Contractual 2-24-Ord (1445 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - February 24, 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.

$37,500 for Water Main Improvement at Jeffrey Place
$25,000 for inspection services for Clarifier 3 rehabilitation at Water Treatment Plant (see attachment in contractual appropriations for detail);
$65,000 for Seward Road Water Storage Tower Cleaning, Repairing & Painting Project (various vendors; see contract council letter for detail).

Financial Impact: $127,500.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.022420
2. NonContractual 2-24-Ord

City Council Information Item
Regular Meeting - February 24, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Water Main Improvement - Jeffrey Place

Legislation Title:
Water Main Improvement - Jeffrey Place

Background/Synopsis:

Prior to the erection of the City's Winton Road Water Storage Tower, the City had a small ground level water tank located near Jeffrey Place and Marlene Drive. This tank was removed from service many years ago, but the underground piping to the tank remains. This includes an old 16" cast iron water main that is a dead-end in the system. This water main is a potential liability to the system, given its age and proximity to residential structures.

The proposed small water line improvement project will properly abandon the un-used 16" water main and minimize the risk associated with the asset. The project will also improve water system functionality through the addition of a new mainline valve. A copy of the site plan is attached for Council review.

Three cost proposals were secured for this project from qualified contractors. Proposals were received until 1/31/2020. Public Utilities staff recommends that the work be awarded to JW Brennan Excavating LLC, which provided the lowest and best proposal. Proposals are attached for Council review. A non-contractual appropriation is requested for JW Brennan Excavating LLC in the amount of $37,500.00 (including contingency).

The work will be performed in advance of the planned street paving in this area – which is scheduled to occur in 2023.

Financial Impact:

A non-contractual appropriation is requested for JW Brennan Excavating LLC in the amount of $37,500.00 (including contingency). 2020 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP), under project 0WT10 – Small Water Line Improvements. The project is also included in the 2020-2024 CIP budget, pending City Council approval. The funding source is the Water Surplus Fund.

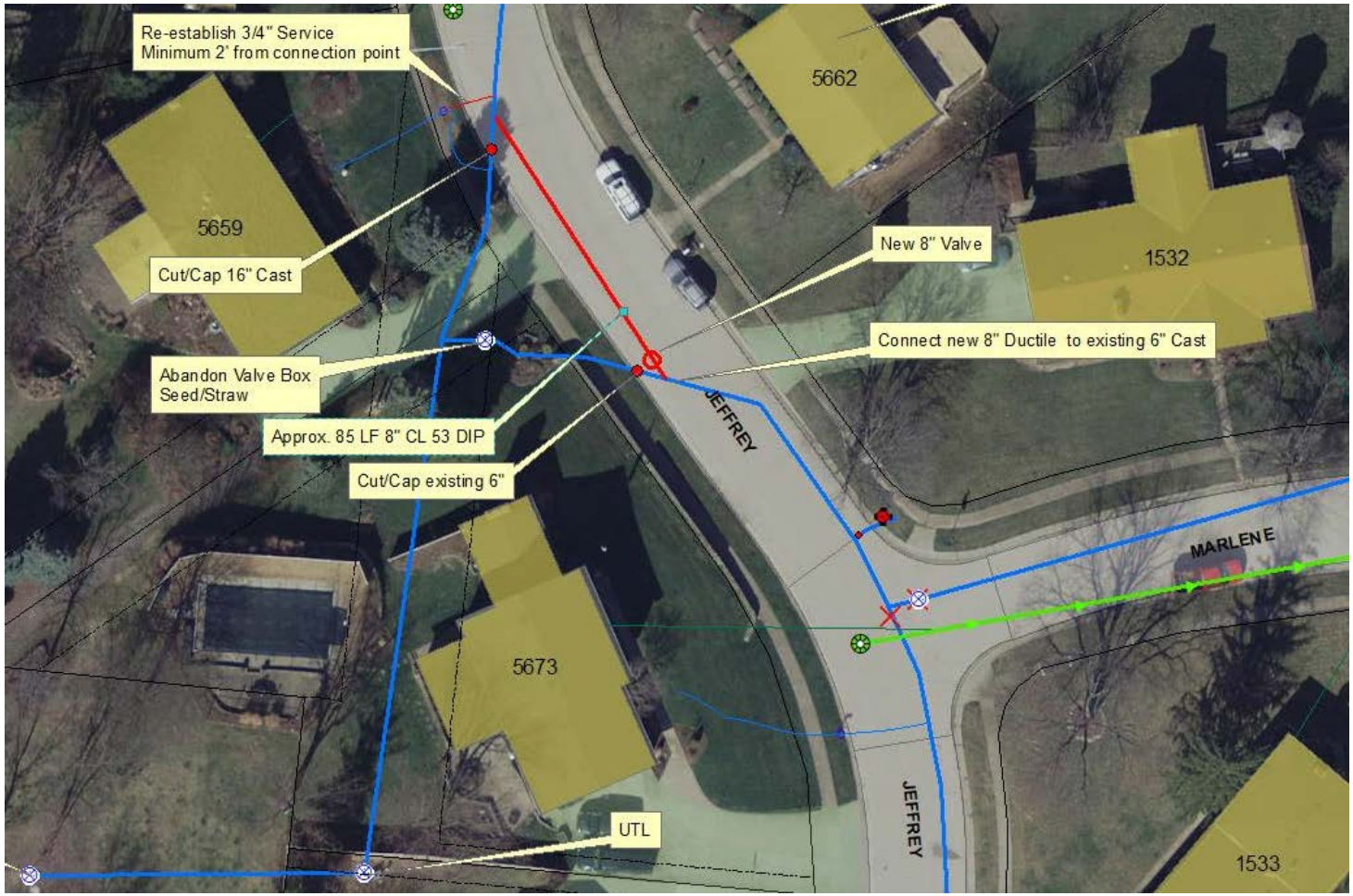
Attachments:
1. Jeffrey and Marlene WM improvement plan 01092020

Attachment: NonContractualAppropriations.022420 (1444 : Non-Contractual Appropriations)

2. Brennan proposal 01272020
3. Howell proposal 01302020
4. Smithcorp proposal 01312020

Attachment: NonContractualAppropriations.022420 (1444 : Non-Contractual Appropriations)

City of Fairfield, Ohio, Public Utilities Department - Jeffrey & Marlene Waterline Improvement Project - 2020



Attachment: NonContractualAppropriations.022420 (1444 : Non-Contractual Appropriations)

Jeffrey & Marlene - Water Main Improvement Project
Fairfield, Ohio - Public Utilities Department

Project Proposal Form - Due 11 AM on 1/31/2020

Contractor Name: JW Brennan Excavating LLC

Proposal Date: 1/27/2020

Estimated Start Date of Project: February-March

Estimated Completion Date of Project: February-March

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" restrained joint ductile iron, Class 53, water main and fittings, Poly-wrapped (open cut)	85	LF	$ 199.42	$ 16,950.70
2	Dry connect to existing 16" water main with 16" x 8" reducer, per plan	1	EA	$ 3,058.35	$ 3,058.35
3	Dry connect to existing 6" water main with 8" x 6" reducer, per plan	1	EA	$ 2,708.28	$ 2,708.28
4	8" valve and box	1	EA	$ 1,296.33	$ 1,296.33
5	Cut and cap 16" water main	1	EA	$ 487.26	$ 487.26
6	Cut and cap 6" water main	1	EA	$ 190.84	$ 190.84
7	Abandon 8" valve box, and restore lawn	1	EA	$ 260.00	$ 260.00
8	Re-establish 3/4" water service to 5659 Jeffrey	1	EA	$ 693.00	$ 693.00
9	Surface and pavement restoration, as needed, site; LSM-50 required backfill under all disturbed pavement	1	EA	$ 7,435.20	$ 7,435.20
10	Traffic control, site	1	EA	$ 1,125.00	$ 1,125.00
				TOTAL PROPOSED PROJECT COST	$ 34,204.96

Notes: All work to be performed in accordance with latest edition of Fairfield's 'Design, Construction, and Materials Specification' Handbook; **Prevailing wages apply**.
Project to be awarded based on lowest and best proposal. City reserves right to reject all proposals
Engineer's Estimate: $30,000.00

Attachment: NonContractualAppropriations.022420 (1444 : Non-Contractual Appropriations)

Jeffrey & Marlene - Water Main Improvement Project
Fairfield, Ohio - Public Utilities Department

Project Proposal Form - Due 11 AM on 1/31/2020

Contractor Name: **Howell Contractors, Inc.** Estimated Start Date of Project: 2/10/2020

Proposal Date: 1/28/2020 Estimated Completion Date of Project: SC-2/13/2020

Final Paving in April 2020

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" restrained joint ductile iron, Class 53, water main and fittings, Poly-wrapped (open cut)	85	LF	$ 175.00	$ 14,875.00
2	Dry connect to existing 16" water main with 16" x 8" reducer, per plan	1	EA	$ 4,000.00	$ 4,000.00
3	Dry connect to existing 6" water main with 8" x 6" reducer, per plan	1	EA	$ 2,000.00	$ 2,000.00
4	8" valve and box	1	EA	$ 600.00	$ 600.00
5	Cut and cap 16" water main	1	EA	$ 1,500.00	$ 1,500.00
6	Cut and cap 6" water main	1	EA	$ 800.00	$ 800.00
7	Abandon 8" valve box, and restore lawn	1	EA	$ 200.00	$ 200.00
8	Re-establish 3/4" water service to 5659 Jeffrey	1	EA	$ 500.00	$ 500.00
9	Surface and pavement restoration, as needed, site; LSM-50 required backfill under all disturbed pavement	1	EA	$ 10,000.00	$ 10,000.00
10	Traffic control, site	1	EA	$ 300.00	$ 300.00
				TOTAL PROPOSED PROJECT COST	$ 34,775.00

NOTE: Price includes temporary cold patch over gravel pavement repair. We included remobilization the spring to remove the temporary and place 8" of asphalt pavement repair.

Notes: All work to be performed in accordance with latest edition of Fairfield's 'Design, Construction, and Materials Specification' Handbook; **Prevailing wages apply**.
Project to be awarded based on lowest and best proposal. City reserves right to reject all proposals
Engineer's Estimate: $30,000.00

Attachment: NonContractualAppropriations.022420 (1444 : Non-Contractual Appropriations)

Jeffrey & Marlene - Water Main Improvement Project
Fairfield, Ohio - Public Utilities Department

Project Proposal Form - Due 11 AM on 1/31/2020

Contractor Name: Smithcorp, Inc.

Proposal Date: January 31, 2020

Estimated Start Date of Project: AFTER ASPHALT PLANTS OPEN MAY

Estimated Completion Date of Project: 3 WEEKS

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" restrained joint ductile iron, Class 53, water main and fittings, Poly-wrapped (open cut)	85	LF	274.00	23,290.00
2	Dry connect to existing 16" water main with 16" x 8" reducer, per plan	1	EA	1500.00	1500.00
3	Dry connect to existing 6" water main with 8" x 6" reducer, per plan	1	EA	1200.00	1,200.00
4	8" valve and box	1	EA	960.00	960.00
5	Cut and cap 16" water main	1	EA	650.00	650.00
6	Cut and cap 6" water main	1	EA	250.00	250.00
7	Abandon 8" valve box, and restore lawn	1	EA	350.00	350.00
8	Re-establish 3/4" water service to 5659 Jeffrey	1	EA	400.00	400.00
9	Surface and pavement restoration, as needed, site; LSM-50 required backfill under all disturbed pavement	1	EA	8400.00	8400.00
10	Traffic control, site	1	EA	2000.00	2000.00
				TOTAL PROPOSED PROJECT COST	39,000.00

#10 * ROAD CLOSED TO THRU TRAFFIC

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

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

Engineer's Estimate: $30,000.00

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 Replacement & Improvement Fund**	**$65,000**
To:	60416023-233300 Engineering Services *(Water Tank / Tower Maintenance Inspection Services 0WT12)*	$49,750
To:	60416025-253200 Capital Equipment *(Water Tank Mixing System 0WT12)*	$15,250
From:	**Unappropriated Water Surplus Fund**	**$62,500**
To:	60516023-233300 Engineering Services *(Clarifier #3 Inspection Services 0WT24)*	$25,000
To:	60516025-252000 Improvements Other Than Building *(Small Water Line Improvement 0WT10)*	$37,500

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 _____

Attachment: NonContractual 2-24-Ord (1444 : Non-Contractual Appropriations)

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 2-24-Ord

Attachment: NonContractual 2-24-Ord (1444 : Non-Contractual Appropriations)