



CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 24, 2023 at 7:00 PM

15 East Franklin Street Bellbrook, Ohio 45305
T (937) 848-4666 | www.cityofbellbrook.org

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE MINUTES**
 - A. Approval of the April 10, 2023 Regular Council Meeting Minutes
- 5. MAYOR'S ANNOUNCEMENTS AND SPECIAL GUEST**
 - A. Mayor Schweller will read a Mayoral Proclamation making May 4th National Day of Prayer.
- 6. CITIZEN COMMENTS**
- 7. CITIZENS REGISTERED TO SPEAK ON AGENDA ITEMS**
- 8. PUBLIC HEARING OF PROPOSED ORDINANCES**
- 9. INTRODUCTIONS OF ORDINANCES**
- 10. ADOPTION OF RESOLUTIONS**
 - A. Resolution 2023-R-9 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE CITY OF XENIA AND THE GREEN COUNTY SHERIFF'S OFFICE FOR PARTICIPATION IN THE COMBINED SPECIAL WEAPONS AND TACTICS TEAM (Hoke)
 - B. Resolution 2023-R-10 AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH THE ACCUMED GROUP FOR ADJUSTMENT TO EMS BILLING RATES (Cyphers)
 - C. Resolution 2023-R-11 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LJB ENGINEERING TO PROVIDE SURVEYING AND ENGINEERING SERVICES FOR THE DOWNTOWN BELLBROOK STREETSCAPE IMPROVEMENT PROJECT AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS (Greenwood)
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
- 13. CITY MANAGER'S REPORT**
- 14. COMMITTEE REPORTS**
 - A. Safety Committee
 - B. Service Committee
 - C. Finance/Audit Committee
 - D. Community Affairs Committee
- 15. CITY OFFICIAL COMMENTS**
- 16. EXECUTIVE SESSION**
- 17. ADJOURNMENT**

File Attachments for Item:

A. Approval of the April 10, 2023 Regular Council Meeting Minutes

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
April 10, 2023

Item A. Section 4, Item

CALL THE MEETING TO ORDER:

Mayor Schweller called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

PLEDGE OF ALLEGIANCE:

Mayor Schweller led the Council in the Pledge of Allegiance.

ROLL CALL:

PRESENT

Mr. Forrest Greenwood
Mr. Brady Harding
Mr. Ernie Havens
Mr. T.J. Hoke
Mrs. Elaine Middlestetter
Mayor Mike Schweller

ABSENT:

Mrs. Katherine Cyphers

Mayor Schweller asked for a Motion to excuse Mrs. Cyphers from tonight's meeting.

Motion made by Mr. Havens, Seconded by Mr. Greenwood.

Voting Yea: Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller.

Motion Carries

ALSO PRESENT:

Rob Schommer, City Manager

APPROVAL OF MINUTES:

Mayor Schweller asked if anyone had comments or corrections to the minutes of the March 13, 2023, meeting. Hearing none, the minutes were declared to be approved.

MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

Mayor Schweller and Chief Carmin announced the introduction of Officer Travis Waller and conducted his Oath of Office.

Mr. Hoke introduced the Bellbrook Hog Flyers Drone Team. The team presented and explained their

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
April 10, 2023

Item A. Section 4, Item

roles, their current competitions and competitions won throughout the year.

Mayor Schweller and Council members thanked the Bellbrook Hog Flyers Drone Team for representing Bellbrook.

CITIZEN COMMENTS

Mr. David Buccalo: 126 Lower Hillside Dr. Spoke on the water flow pipe issues and suggest locating the water before repaving the road. Mr. Buccalo also described attending a Sugarcreek Township meeting and suggested changes to the speaking roles of citizens in Bellbrook.

Logan Ashley: 4129 West Franklin Street noted he is the Chairman of the Sugar Maple Festival. Mr. Logan gave an overview of the upcoming festival for 2023. He also mentioned the Sweetheart Program being a scholarship program to give back to Bellbrook.

Mr. Donovan Benson: 3707 West Salina Circle explained an effort to build restrooms, new concession building, and parking lot at Sacket Wright Park. Mayor Schweller asked if this has been presented to the Park Board. Mr. Donovan replied, yes. The estimated cost for the project is 2 million dollars.

PUBLIC HEARING OF PROPOSED ORDINANCES:

None

INTRODUCTION OF ORDINANCES:

None

RESOLUTIONS:

Resolution 2023-R-7: Authorizing the City Manager to take all steps and actions necessary to participate in new National Opioid Settlements (Havens)

Mr. Haven read the Resolution.

Mr. Havens asked if we had more money coming in from different groups.

Mr. Schommer stated the first step is to gather the percentage of participants through the program similar to the first OneOhio Settlement.

Mr. Harding asked if there is any downside to doing this.

Mr. Schommer replied, no.

Mayor Schweller stated the only potential downside is specially earmarked is we would have to find uses or causes that would tie into that, not general fund money. Mr. Schommer replied, we could use it for education and programing for opioid addiction awareness and prevention to include supplying EMS

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
April 10, 2023

Item A. Section 4, Item

and Public Safety with training and equipment.

Mayor Schweller asked for a Motion to Adopt Resolution 2023-R-7.

Motion made by Mr. Havens, Seconded by Mr. Hoke.

Voting Yea: Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller.

Motion Carries

Resolution 2023-R-8: Authoring the City Manager to expend funds to cover costs of various goods and services ordered for city operations and to make payment on invoices with a then and now certificate (Greenwood)

Mr. Greenwood read the Resolution.

Mr. Schommer explained the then and now process and the purpose of this Resolution to pay the invoice for the annual license for the City's streaming and meeting indexing software system.

Mr. Hoke asked how long this license is for. Mr. Schommer replied this is the annual service both for hardware and software.

Mayor Schweller asked for a Motion to Adopt Resolution 2023-R-8.

Motion made by Mr. Greenwood, Seconded by Mrs. Middlestetter.

Voting Yea: Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller.

Motion Carries

OLD BUSINESS:

None

NEW BUSINESS:

None

CITY MANAGER REPORT:

Mr. Schommer provided updates on bid results for the ODOT managed Franklin Street Bridge Project. Opening bids were higher than estimated originally back in 2019. Funds for the project have already been appropriated. Once the bids are opened and released and final adjustments needed will be made.

Mr. Schommer provided an update on the most recent auction for energy noting the aggregation program will continue to be a value for Bellbrook Residents through 2025. Mayor Schweller asked if we have a count on the number of residences that participate in this program.

Mr. Schommer stated he wasn't sure but will follow up.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
April 10, 2023

Item A. Section 4, Item

Mr. Schommer mentioned the “meeting of the minds” of the parks, schools, township, and the city is coming around again and wanted to see what Council’s thoughts on dates were.

COMMITTEE REPORTS:

SAFETY:

Mr. Hoke mentioned the fire department received a donation of carbon-monoxide detectors for residents in need.

SERVICE:

Mr. Greenwood spoke on the Lower Hillside project. He noted the residents are happy with the new system and the project is about finalized.

He also noted the Service department has hopefully made their final transitions from snow to grass for the year.

FINANCE/GOVERNMENT AFFAIRS:

Mr. Schommer stated the financial statement is being created and a date will be scheduled for the auditors to come on site.

COMMUNITY AFFAIRS:

No report.

CITY OFFICIAL COMMENTS:

Mr. Harding stated he is looking forward to the Sugar Maple Festival. He also asked what the process is for chickens being allowed in Bellbrook, noting some residents are speaking about it.

Mr. Schommer replied this would go through the Planning Board for code changes as with any other modification to the zoning code.

Mr. Hoke welcomed Officer Waller to the force and thanked everyone who attended tonight’s meeting.

Mrs. Middlestetter welcomed Officer Waller and is also looking forward to the Sugar Maple Festival.

Mr. Greenwood thanked the Bellbrook Drone Team for their presentation. He also asked about the Drone that we are getting for the Fire Department. Mr. Schommer stated the city is awaiting delivery.

Mayor Schweller welcomed Officer Waller. Also, spoke on encouraging our citizens to bring any concerns to himself or council.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting

April 10, 2023

Item A. Section 4, Item

EXECUTIVE SESSION:

ADJOURNMENT:

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 8:50 pm

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Mayor Schweller will read a Mayoral Proclamation making May 4th National Day of Prayer.

Proclamation

City of Bellbrook Office of the Mayor

Whereas: *A National Day of Prayer has been part of our nation's history since first being proclaimed by the Continental Congress in 1775; and*
WHEREAS, *such a day has been observed nationally since 1952 when Congress and President Harry S. Truman provided for a National Day of Prayer on which the people of the United States turn to God in prayer and meditation; and*
WHEREAS, *in 1988, legislation designating that a National Day of Prayer is to be observed on the first Thursday of every May was unanimously ratified by Congress and signed by President Ronald Reagan; and*
WHEREAS, *The City of Bellbrook is home to citizens of many faiths; and prayer has long been a positive force that unifies our citizens and serves as a source of inspiration and hope to countless individuals; and*
WHEREAS, *The National Day of Prayer will be observed on Thursday, May 4, 2023; and*
WHEREAS, *the Bellbrook-Sugarcreek Area Ministerial Association is hosting a community-wide National Day of Prayer gathering at the BellHOP Cafe at 9:00 am on Thursday, May 4th, 2023; and*
WHEREAS, *it is fitting and proper to observe a Day of Prayer in the City of Bellbrook at a time when all citizens may acknowledge our blessings and express gratitude.*
NOW, THEREFORE, *I, Michael Schweller, Mayor of the City of Bellbrook and the Bellbrook City Council do hereby proclaim May 4th, 2023 to be*

A DAY OF PRAYER

in Bellbrook, Ohio and call upon all citizens to recognize the continuing need for strong positive values to guide our City, State and Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bellbrook to be affixed this 24th day of April, 2023

Michael Schweller, Mayor

File Attachments for Item:

A. Resolution 2023-R-9 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE CITY OF XENIA AND THE GREEN COUNTY SHERIFF'S OFFICE FOR PARTICIPATION IN THE COMBINED SPECIAL WEAPONS AND TACTICS TEAM (Hoke)

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2023-R-9

April 24, 2023

City of Bellbrook State of Ohio

Resolution No. 2023-R-9

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE CITY OF XENIA AND THE GREEN COUNTY SHERIFF'S OFFICE FOR PARTICIPATION IN THE COMBINED SPECIAL WEAPONS AND TACTICS TEAM

WHEREAS, The City of Bellbrook has enjoyed a standing relationship and agreement with the law enforcement agencies of Greene County for assistance and specialty services for law enforcement activities; and

WHEREAS, the City of Bellbrook wishes to enhance the partnership and become participants in the combined special weapons and tactics team in Greene County.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to negotiate and execute an agreement with the City of Xenia and the Greene County Sheriff's Office for participation in the combined special weapons and tactics team as substantially set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2023.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2023-R-9 Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN

**CITY OF BELLBROOK
17 E. FRANKLIN STREET
BELLBROOK, OH 45305**

AND

**THE GREENE COUNTY SHERIFF'S OFFICE
120 E. MAIN STREET
XENIA, OH 45385**

**CITY OF XENIA
107 E. MAIN STREET
XENIA, OH 45385**

FOR A COMBINED SPECIAL WEAPONS AND TACTICS TEAM

This Memorandum of Understanding (hereinafter "Agreement") is entered into between the Greene County Sheriff's Office (hereinafter "GCSO"), the City of Xenia (hereinafter "Xenia") and the City of Bellbrook (hereinafter "Bellbrook"). The entities when referred to jointly shall hereinafter be "Agencies". The Agencies jointly and separately agree to abide by the terms and provisions of this Agreement during its existence.

PURPOSE

The purpose of this Agreement is to formally add Bellbrook to the currently established combined Special Weapons and Tactics Team (hereinafter "Team"), comprised of members of the GCSO and Xenia. Further, the Agencies desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative effort. The Agencies anticipate a more effective and efficient police response when their officers/deputies cooperate with and assist each other in handling critical incidents.

PROCEDURE

The Chief of Police of the Bellbrook Police Department shall adopt and adhere to the established standard operating procedure manual for the operation of the Team. The standard operating procedure manual shall include, but not be limited to, personnel selection, training, equipment, and operational deployment. For all matters and issues not addressed in the Team's standard operating procedure manual, Team personnel shall be subject to the policies and procedures of their employing agency.

MISSION

The mission of the Team is to provide a specialized tactical response to critical incidents within the jurisdiction of the Agencies.

PERSONNEL AND SUPERVISION

The Chief of Police of the Bellbrook Police Department shall assign one full-time sworn officer from their agency to the Team as a team member. Increases to the Team by Bellbrook may occur upon agreement by the Agencies. Any such agreement shall be made in writing in the form of an amendment.

Each agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the Team, including salary, overtime, benefits, Worker's Compensation coverage, etc.

Any internal affairs investigation will be performed by the agency employing the respective officer/deputy to be investigated. Any of the agencies may investigate an incident where a member(s) from their agency is to be investigated. Any administrative action resulting from such investigation shall be a matter left to the discretion of the employing agency.

Selection and dismissal of personnel to and from the Team shall be in accordance with the policies and procedures of the individual's agency and with the standard operating procedure manual of the Team.

SUPERVISION AND DIRECTION

The Team shall operate under the direction of two co-Team Commanders, one from the GCSO, and one from the Xenia Police Division.

Each Team Commander shall have responsibility for overall supervision, training, and assignment of personnel from their respective agency. The GCSO Team Commander shall have the responsibility for the overall supervision, training, and assignment of Bellbrook personnel.

Upon activation for a critical incident, the Team shall be supervised and directed as follows: if the critical incident occurs in the City of Xenia, the Team shall be supervised and directed by the Team Commander from the Xenia Police Division. If the critical incident occurs in any other jurisdiction, the Team shall be supervised and directed by the Team Commander from the GCSO (hereinafter "Supervising Agency"). Furthermore, the command staff for the Supervising Agency shall retain full jurisdiction over the scene.

While activated on any actual mission, participating in Team training, or otherwise participating in Team activities, all Team Members shall be subject to the exclusive chain of command of the Team.

EQUIPMENT

During this Agreement, and in the event this Agreement is terminated, all equipment shall remain the property of the purchasing agency, whether purchased prior to, or subsequent to, this Agreement. The Agencies shall make every attempt to balance, to the extent possible, all expenditures for the operation of the Team, to include, but not be limited to, new purchases of equipment and the replenishing of expended munitions and ordinance.

COOPERATION BETWEEN AGENCIES

To the extent possible, all Team training and emergency call-ins will be done jointly, with no agency acting independently of the other.

INVESTIGATIVE GUIDELINES

Once the Team has secured the scene of a critical incident, the agency with jurisdiction for the scene will be responsible for conducting the investigation into the incident.

POLICE AUTHORITY

Sworn personnel who are providing police services pursuant to this Agreement within the jurisdiction of one of the other agencies shall have the same law enforcement authority and power as the sworn personnel of the other agency.

CIVIL LIABILITIES

The Agencies agree to release each other and hold each other harmless, as well as their officers and employees, for any loss or liability arising from the activities of the Team pursuant to this agreement. Except as otherwise provided herein, each party agrees to indemnify, defend and hold harmless the other parties, their officers, agents and employees from any and all demands, claims or liabilities of any nature, including death or injury of any person, property damage or other loss caused by or arising out of the performances or failure to perform the obligation assumed under this Agreement.

PRESS RELEASES

Regarding critical incidents, press release and/or the release of information to the media will be made by the Supervising Agency. Notwithstanding a critical incident, no agency shall make a press release, or otherwise release information about the Team, without the prior notification to the other agencies.

EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the Agencies and shall remain in effect until Termination pursuant to the provisions herein.

INVALIDATION

In the event that any part(s) of this Agreement is deemed invalid for any reason, the remaining portion of the Agreement shall be in full force and effect.

AMENDMENT

This Agreement may be modified or amended at any time by unanimous agreement of the Agencies. Any such modification or amendment shall be in writing.

ANNUAL REVIEW

An informal joint review of the Team, this Agreement and the standard operating procedures manual will be done by the Team Commanders on or about each anniversary of the Effective Date of this Agreement.

TERMINATION

This Agreement may be terminated by any of the Agencies at any time, without cause, upon giving the other agency written notice thereof. Notice of Termination may be issued by the Sheriff or either City Manager.

CITY OF BELLBROOK

GREENE COUNTY SHERIFF'S OFFICE

Rob Schommer, City Manager

Scott J. Anger, Sheriff

Date: _____

Date: _____

CITY OF XENIA

Brent Merriman, City Manager

Date: _____

APPROVED AS TO FORM:

Stephen M. McHugh, Law Director
City of Bellbrook

Assistant Prosecuting Attorney
Counsel for the Greene County Sheriff

Donnette Fischer, Law Director
City of Xenia

File Attachments for Item:

B. Resolution 2023-R-10 AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH THE ACCUMED GROUP FOR ADJUSTMENT TO EMS BILLING RATES (Cyphers)



Bellbrook Fire Department
2022 Account Review and Performance
April 5, 2023

The following analysis has been completed on your account. The intention of this analysis is to keep you informed of the various opportunities that may optimize the revenue for your agency or community in full compliance with all regulatory entities. This analysis is supplemental to the resources you currently receive through The AccuMed Group, such as: memos, fax alerts, our web site, compliance /educational seminars and unlimited access to AccuMed's administrative staff.

Account Review

Level of Service	Resident	Non Resident	Suggested Fees*
ALS Emergency	\$850.00	\$850.00	\$ 750.00 - \$ 900.00
ALS II Emergency	\$1,050.00	\$1,050.00	\$ 1,050.00 - \$ 1,250.00
ALS Non-Emergency	\$600.00	\$600.00	\$ 450.00 - \$ 550.00
BLS Emergency	\$550.00	\$550.00	\$ 600.00 - \$ 750.00
BLS Non-Emergency	\$400.00	\$400.00	\$ 400.00 - \$ 450.00
Mileage	\$16.00	\$16.00	\$ 16.00 - \$ 19.00

*The suggested fees are ranges based on State, Federal and Local insurance carrier fee schedules.

Billing/Collection Policies	Suggestions
<ul style="list-style-type: none"> All non-resident delinquent accounts are written off as non-collection. To date 61 accounts for \$31,808.00 have been written off as Non-Collections. The Agency currently does not accept credit cards as a form of payment. The Agency does not have a signed incarcerated Patient policy in place. Any patient in custody, home arrest, escaped from confinement, etc. cannot be billed unless a policy or ordinance is in place. 	<ul style="list-style-type: none"> ✓ Consider using a Third Party Collection Agency to collect on all accounts that have been exhausted by The AccuMed Group. ✓ Establish a resolution, ordinance policy or administrative order for incarcerated patients. ✓ Consider the provision of a Credit Card payment option to increase chances of payment from a patient prior to account being written off uncollectible or sent to collections.

Documentation Analysis	Suggestions
<p>Patient Signatures:</p> <ul style="list-style-type: none"> There are currently 2 trips pending for patient signature totaling \$1,892.00. <p>Without additional information documented to support that the patient was physically and/or mentally incapable of signing, the reasons listed below alone are not enough to support necessity based on Medicare law.</p> <p>Examples: Too Weak, Patient being assessed by the Doctor, Patient is being treated, Weakness, abdominal pain, Patient unable to sign, on backboard, Blind, language barrier, Blood borne Pathogen.</p>	<p>✓ It is recommended to periodically remind staff that EMT's/Medics continue to obtain patient signatures at the scene. If the patient is unable to sign, try to obtain a family member's signature. Be sure to document the relationship of the family member to the patient and the medical reason why the patient is unable to sign. As a last resort, the EMT can sign in the appropriate field on the signature form and obtain a hospital representative's signature and/or admittance sheet. Again, be sure to document the medical reason why the patient is unable to sign.</p>
<p>Narratives/Procedure Detail</p>	<p>✓ Ensure that the run report documentation contains a concise explanation of symptoms reported by the patient and/or other observers, details of the patient's physical assessments, patient's history, the patient's current physical and mental condition, detailed assessment of treatment and detailed documentation on procedures such as IV, oxygen, etc. and methods by which such treatments were provided to the patient.</p> <p>✓ Check to ensure the PCS is complete with all necessary data. Date of service, destination name, details on why the patient could not go by any other means, and why the patient needed to go to a different facility. Also, include what type of service(s) were needed that were not available at the originated facility if the patient is being transferred to another facility. If this information is not included in the PCS, a request for additional</p>

	information should be sent to the facility representative that completed the PCS form.
Run Exception Detail: Here are the stats for your agency: <ul style="list-style-type: none"> • 0 Pending Client Response • 4 Client Response Received • 1 Aged Out • 5 Total Run Exceptions 	✓ Run exceptions are accounts The AccuMed Group is unable to process due to missing information required according to insurance carrier regulations. These accounts cannot be processed (billed) until the information requested is provided. If no response is received these accounts may be written off. If you need additional assistance with this process, we are happy to assist you with this.

Account Performance

	2019	2020	2021	2022	To Date
Total Run Volume	357	313	314	308	1,574
ALS Run Volume	248	212	221	213	1,070
BLS Run Volume	109	101	93	95	504
Gross Charges	\$300,305.10	\$262,488.65	\$266,169.20	\$255,012.19	\$1,311,929.98
Contractuals	\$133,740.64	\$98,377.67	\$116,820.39	\$115,819.69	\$555,089.64
Payments	\$112,000.19	\$99,427.65	\$83,950.94	\$99,061.36	\$461,911.50
Average Recovery Per Run	\$313.73	\$317.66	\$267.36	\$321.62	\$293.46

*The above chart data is reflective of runs entered within the listed periods, not by trip dates.

Payor Mix

	2019	2020	2021	2022	2021 vs. 2022 % Difference
Medicare	58%	57%	49%	61%	+12%
Medicaid	12%	11%	19%	12%	-7%
Commercial	20%	20%	16%	14%	-2%
Self Pay	10%	12%	16%	13%	-3%

➤ Variables that influence recovery

- Incident Report Development and Electronic Delivery
- Incident Report Documentation Quality
 - Establishment of Medical Necessity (complete description of all procedures, medications, patient assessments, outcomes regarding what was “seen and done” during the entire incident)
 - Complete and accurate demographic and insurance information captured
 - Quality assurance procedures completed prior to delivery of the incident for billing (identification and completion of missing, inaccurate or incomplete incident report and supplemental forms data)
 - Incident report delivery times
 - Signatures
 - Complete and accurate supplemental forms (Physician Certification Statement, Advanced Beneficiary Notice) if applicable
- Run Volume/BLS to ALS Ratio
- Collection Policies
- Overall charge strategy
- Resident vs. non- resident billing strategy
- Hardship criteria – third party debt collection utilization
- Acceptance of credit card payments
- Unique contractual agreements
- Payment obligations conveyed from EMS staff to patient (establishment of expectations / requirements)
- Evolving Community Demographics and Payor Mix

Conclusion:

The contributing factors to a revenue and Average Recovery per Run are as follows:

- Medicare Sequestration, which began in 2013, resulted in lower Medicare payments.
- Medicare and Commercial have higher allowable amounts than Medicaid.

2022

- Medicare payors have increased by 12% in 2022, which would have a positive impact on revenue as Medicare has a higher allowable amount.
- Commercial payers have decreased by 2% in 2022, which would have a negative impact on revenue.
- Medicaid payors have decreased by 7% in 2022, which may have a positive impact on revenue, since Medicaid has the lowest fee schedule.
- Self-Pay has decreased by 3% in 2022, which will have a positive impact on revenue as self-pay is the least collectable receivable category.

- Total run volume from 2022 was at 308, of which 213 were ALS, and 95 were BLS.

RECORD OF RESOLUTIONS

Item B. Section 10, Item

Resolution No. 2023-R-10

April 24, 2023

City of Bellbrook State of Ohio

Resolution No. 2023-R-10

AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH THE ACCUMED GROUP FOR ADJUSTMENT TO EMS BILLING RATES

WHEREAS, The City of Bellbrook has maintained a policy for billing of EMS services provided to patients treated by members of the Bellbrook Fire Department; and

WHEREAS, there is a significant amount of training and resources expended to provide the technical and advanced on-scene medical care for improved safety and survival of the residents of Bellbrook; and

WHEREAS, there is a need to make adjustment to reflect the current medical costs of care to maintain the same level of safety and services to the community..

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to amend the agreement with The Accumed Group for reflected changes in the EMS billing rates as substantially set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2023.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

C. Resolution 2023-R-11 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LJB ENGINEERING TO PROVIDE SURVEYING AND ENGINEERING SERVICES FOR THE DOWNTOWN BELLBROOK STREETScape IMPROVEMENT PROJECT AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS (Greenwood)

April 11, 2023

Mr. Rob Schommer
City Manager
City of Bellbrook
15 E. Franklin Street
Bellbrook, Ohio 45305

Re: Fee Proposal for Franklin and Main Street Resurfacing and Pedestrian Improvements Project

Dear Rob:

Thank you for the opportunity to submit our proposal for surveying and engineering services for the resurfacing of Franklin Street and Main Street within the city's downtown core. The limits on Franklin Street include from the eastern limit of the upcoming GRE-725 bridge and sidewalk project (near the alley west of West Street) to the eastern city limit, a length of approximately 2,400 feet. Additionally, the project will resurface Main Street within the city's corporation limits, a length of approximately 4,500 feet. Existing curb ramps within the resurfacing limits will be reviewed and improved, to meet ADA requirements, if necessary. The project will also construct enhanced crosswalks, consistent with the Bellbrook Streetscape Enhancement Plan at the Library/Dairy Shed midblock crossing of Franklin, as well as the Walnut/Main Street intersection.

We have based our fees upon our experience with similar projects, meetings with the city, review of the Bellbrook Streetscape Enhancements plan, site visits, and the development of OPWC and Greene County Community Development Grant applications. The lump sum fee to complete this work is **\$97,250**, with an additional If-Authorized contract amount of up to **\$24,320**, as detailed in the Project Narrative.

Included is the following information:

- > Project Schedule
- > Listing of Subconsultants
- > Appendix A – Scope of Services Documents (blue divider)
- > Project Narrative
- > Appendix B – Subconsultant Scope of Services Documents (yellow divider)



STRUCTURAL

FALL PROTECTION
SAFETY

TRANSPORTATION



SITE DESIGN



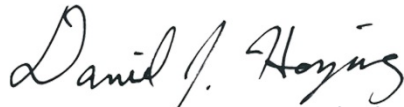
SURVEY

WATER
RESOURCESTECHNOLOGY
& INNOVATION

If you have any questions or require additional information, please contact our Project Manager, Matt Gardner at (937) 259-5075 or MGardner@LJBinc.com, Lead Engineer Brant Gressel at (937) 259-5110 or BGressel@LJBinc.com, or me at (937) 259-5795 or DHoying@LJBinc.com. We look forward to working with you to achieve a successful completion of this project.

Sincerely,

LJB Inc.



Daniel J. Hoying, P.E., P.S., STP
Project Development, Infrastructure



STRUCTURAL



FALL PROTECTION
SAFETY



TRANSPORTATION



SITE DESIGN



SURVEY



WATER
RESOURCES



TECHNOLOGY
& INNOVATION

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List of Subconsultants

SUBCONSULTANT	WORK CATEGORY	TOTAL AMOUNT PROPOSED
The Kleingers Group	Landscape Architecture consistent with the Enhancement Plan	\$16,900

Project Schedule

The following schedule is based on an April 14, 2023 authorization to proceed.

STAGE REVIEW SUBMITTALS	DURATION	SCHEDULED SUBMITTAL	REVIEW TIME
Authorization to Proceed		04/14/2023	
Kickoff Meeting		Week of 04/17/2023	
Preliminary Design Submittal	5 weeks	05/19/2023	7 days
Preliminary Design Review Meeting		Week of 05/22/2023	1 day
Final Design Submittal	4 weeks	06/23/2023	7 days
Final Design Review Meeting		Week of 06/26/2023	1 day
Construction Documents Submittal	2 weeks	07/14/2023	14 days
City Announces Bid Opening	14 days after construction documents submittal	07/28/2023	

Key Dates

Kick-off meeting – Week of 04/17/2023

Project Review Meetings

- Schedule assumes one week for City review and comments discussed at design review meetings:
 - Preliminary Design Review – Week of 05/22/2023
 - Final Design Review – Week of 06/26/2023

Appendix A – Scope of Services

Project Narrative

Project name: Franklin & Main Resurfacing and Pedestrian Improvements

Client name: City of Bellbrook

Date: April 11, 2023

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

Project Scope of Services

Our understanding of the project is based on our meetings with the city, review of the Bellbrook Streetscape Enhancement Plan, site visits, development of OPWC and Greene County Community Development Grant applications and experience with similar projects. The purpose of this project is to resurface Franklin Street from the eastern limit of the upcoming GRE-725 Bridge project near the alley west of West Street to the eastern city limit, a length of approximately 2,400 feet. The project will also resurface Main Street within the City's corporation limits, a length of approximately 4,500 feet. The project will construct enhanced crosswalks, consistent with the Bellbrook Streetscape Enhancement Plan at the Library / Dairy Shed midblock crossing location on Franklin and at the Walnut Street intersection at Main Street. Non-compliant curb ramps within the project limits will be reconstructed within the right of way to meet ADA requirements. The project will involve preparation of construction plans, technical specifications and project quantities to be used in the bidding process. The LJB team will prepare the city's bid package and facilitate the bid opening and pre-construction meeting. Construction administration and observation is anticipated to be completed by the city and has been excluded from this scope of services. These services may be provided by LJB, if required, through existing on-going services contracts with the City. A description of the phases and tasks anticipated to complete the project is included below.

Preliminary Design

- **Project management** – A project kickoff meeting will be held with the city to confirm project parameters and critical success factors, with two LJB team members attending. A project kickoff meeting will also be held with project design team members to communicate the parameters and success factors. Project meetings will be held with the design team to ensure that the project is progressing on schedule. Monthly project progress report emails will be submitted to communicate project status to the city. A site visit with the city staff is included to identify areas of curb and curb ramp replacements, full depth pavement replacements, and other areas to be collected in the field survey. A site visit with the City is included to determine applicable areas of curb, curb ramp and pavement replacement, with two LJB team members attending.

Utility coordination – LJB will contact OUPS and utility markings will be collected through field survey and initial letters will be sent to utility companies to notify them of the project and request as-built drawings of their facilities. Copies of the preliminary plans will be submitted to the utility companies. A utility coordination meeting is not anticipated with this phase.

- **Collect and process field survey** – A property notification letter will be drafted and submitted to the City to be placed on city letterhead and mailed, by City staff, to residents and businesses along the corridors. Topographic survey of curb ramp replacement and enhanced pedestrian crossings will be completed. Edge of pavement limits will be collected for the entire length of the corridor to be used to determine resurfacing quantities. Topographic survey data will be collected at sidewalk crossings of public roadways to be used in the evaluation of curb ramps. Boundary survey information will not be collected with the potential exception of centerline monuments to be used in the development of baselines of construction. GIS information will be collected from the city and combined with the field survey to form the project basemap. Proposed right of way is not anticipated with this project.
- **Title sheet** – A title sheet will be prepared with location map, index of sheets and project description.
- **Typical sections** – A typical section sheet will be prepared to indicate pavement treatments and composition for any areas requiring full depth replacement. Two (2) preliminary typical sections are anticipated.
- **Plan sheets** – Plan sheets will be developed to depict resurfacing limits and areas of full depth pavement, curb, curb ramp and sidewalk replacement. Pavement marking details will also be included on these plan sheets. 14 plan sheets are anticipated (five (5) for Franklin Street and nine (9) for Main Street).
- **Intersection details** – Plan sheets will be used to depict curb ramp replacement locations in the detail required to determine construction limits. Approximately 16 intersection details are anticipated, two (2) per sheet, for a total of eight (8) sheets.
- **Landscape design** – Preliminary landscape details (as described in the attached Kleingers proposal) including materials locations will be developed for review and coordination with the city.
- **Construction cost estimate** – A preliminary construction cost estimate will be developed for the preliminary design including inflation and design contingencies to evaluate the scope of work against budgeting funding levels.
- **Public information** – Exhibits to include no more than 2 boards and a roll plot of the project limits and a brief powerpoint presentation will be prepared. The LJB project manager will attend a 1-hour open house meeting and deliver a presentation to council to support the city in informing the public of the project plan. This meeting will be held at the conclusion of the preliminary design phase.

Deliverables for this phase of the project include the 11x17 preliminary design plans (approximately 30 sheets), public information materials, and a construction cost estimate in .pdf format.

Final Design

- **Project management** – A design review meeting to review the Preliminary Design plan comments is included, with two LJB team members attending. Project meetings will be held with the design team to ensure that the project is progressing on schedule. Monthly project progress reports will be submitted to communicate project status to the city.
- **Title sheet** – The title sheet will be updated to include the revised index of sheets and standard construction drawings to be referenced.
- **Schematic / site plan** – A schematic plan will be developed to be used for centerline layout and to be used by the contractor as the site plan for the SWPPP. 1 sheet is anticipated.
- **Typical sections** – The pavement legend, subgrade stabilization, and details will be added to the anticipated 2 typical sections.
- **General notes** – 2 sheets of general notes including utility contact information, specifications and pay item clarifications are anticipated. Contingency quantities will be included for driveways and miscellaneous removals and construction to allow the city the ability to negotiate work limits with individual property owners.
- **Maintenance of Traffic** – Maintenance of traffic notes and details will be developed to depict shoulder closures for areas of curb ramp and full depth pavement replacements. Resurfacing will be completed under traffic using referenced ODOT Standard Construction Drawings.
- **Plan sheets** – Additional detail will be added to the plan sheets to provide layout information and the tie-ins to existing streets, driveways and walks will be detailed. Work limits will be included.
- **Intersection details** – Intersection details including curb elevations and curb ramp types and locations will be prepared for the locations of curb ramp replacements and the enhanced crosswalks.
- **Miscellaneous details** – City of Bellbrook standard details will be included in the plans by reference or copy and other details required to communicate the intent of the plans will be developed. 2 detail sheets are anticipated.
- **Traffic control** – The 14 plan sheets will be updated to detail the pavement markings along the corridor.
- **Landscaping plans** – Plans, details and estimated quantities will be provided as detailed in the attached Kleingers proposal for implementation of the Downtown Enhancement Plan for the Library / Dairy Shed and Walnut Street crossings.
- **Construction cost estimate** – A revised construction cost estimate will be developed.

- **Utility coordination** – Final Design plans will be sent to utility owners and, if necessary, a utility coordination meeting will be held with the utility companies to review anticipated crossings and conflicts with their facilities. A process for their development and submittal of relocation plans will be reviewed to keep the project on schedule.

Deliverables for this phase of the project include 11x17 final design plans (approximately 35 sheets) in .pdf format and construction cost estimate.

Construction Documents

- **Project management** – A design review meeting to review the Final Design plan comments is included, with two LJB team members attending. Project meetings will be held with the design team to ensure that the project is progressing on schedule. Monthly project progress reports will be submitted to communicate project status to the city.
- **General summary** – A general summary will be prepared to itemize the project quantities and a spreadsheet form of the bid tab will be developed to be used by the city in the bidding process.
- **Construction plans** – Final revisions will be made to the construction plans to prepare the documents for bidding.
- **Engineer's estimate** – A final construction cost estimate will be developed using the ODOT Estimator software and supplemented with local bid history to refine the estimates.
- **Construction permits** – LJB will assist the city in collecting information required for their preparation of construction permit applications.

Deliverables for this phase of the project include a .pdf set of construction plans, engineer's estimate and Excel file of the project quantities to be used by the city in combination with the contract, bid tab and proposal documents to be prepared by the city in the bidding of the project.

Construction Engineering

- **Preconstruction meeting** – LJB will facilitate a meeting with the city, selected contractor and affected utility companies to begin the coordination of the project's construction. Two LJB team members will attend.
- **Record drawings** – following completion of the construction, LJB will use city and/or contractor provided redline drawings to identify modifications to the plans that were made in the field. The construction plan sheets will be revised to reflect the record information.

Deliverables for this phase of the project include the agenda and meeting minutes from the preconstruction meeting as well as electronic and mylar record plans.

If Authorized

- **Pre-bid questions** – An estimated 12 hours have been provided to support the city in answering contractor questions throughout the bidding process and assist in the development of addenda if required. These hours will be used and billed on an as-needed basis at the employee's hourly rate not-to-exceed a total of 12 hours.
- **Post design services** – An estimated 12 hours have been provided to support the city in answering contractor or utility company questions during construction. These hours will be used and billed on an as-needed basis at the employee's hourly rate not-to-exceed a total of 12 hours.
- **Right of way documents** – An estimated four parcels have been included at 32 hours each. Proposed right-of-way document hours include preparation of one legal description and the development of right of way plan exhibits to be used in the acquisition process by the city for permanent takes or easement for the four parcels. Temporary easements to be obtained for restoration of property or connection to existing driveways will be secured by the city through work agreements based on the construction plans. Setting monuments or lath for proposed takes or easements is also included.

Exclusions

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

- Cost of permits
- Property resolution beyond the parcels specifically identified in the scope of services above.
- Bid document preparation, advertising the project, attending a pre-bid meeting and attending the bid opening.
- Construction observation

Appendix B – Subconsultant Proposal

January 6, 2022

ATTN: Mr. Dan Hoying, PE, PS, STP
LJB Engineering
Project Development, Infrastructure
Via email: DHoying@LJBinc.com

RE: Bellbrook Streetscape

- Main Street + Walnut Street
- Library Crossing

Dear Dan,

Thank you for providing The Kleingers Group with the opportunity to provide this proposal for Professional Landscape Architecture services for the design of Phase 1 Streetscape Improvements within Bellbrook, Ohio.

We understand the two project areas include the streetscape in front of the Community Library and the streetscape/intersection at Bellbrook Park (areas depicted in the images below). It is our assumption that LJB will be leading the effort and providing survey base-mapping, designing the transportation and civil engineering components of the project to include, but are not limited to, grading and drainage, utilities, rapid flashing beacons, curb and curb ramps, lighting, etc. The Kleingers Group will provide landscape design, site furnishings, and specialty pavements / crosswalk striping for the project. We understand that the Bellbrook Park entrance plaza improvements are not included within the scope of this project.



Community Library Pedestrian Area along Franklin



Main Street + Walnut Street at Bellbrook Park

We therefore propose the following scope of services for the project:

January 6, 2023

Construction Documentation

Pre-Design / Coordination / Meetings:

- Review the Streetscape Master Plan.
- Attend progress review meetings with the design team throughout the process as required. (anticipate up to four (4) meetings).
- Attend progress review meetings with the City of Bellbrook. (anticipate up to four (4) meetings).

Hardscape + Landscape Plan:

- Provide a Landscape Plan depicting proposed landscape improvements within Phase 1 areas at the Community Library mid-block crosswalk and Bellbrook Park Intersection (see attached project limits exhibit).
- Landscape Plan to indicate the layout and locations of trees, shrubs, and plantings.
- Planting schedule depicting the types of plantings that are proposed for the project, including genus, species size and type of plant.
- Planting details and notes.
- Select, locate, and provide details for site furnishings within the project limits. Site furnishings to include benches, planters, and trash receptacles.
- Select, locate, and detail specialty pavements along the streetscape within project limits and striping at proposed crosswalks.
- Submit imagery sheet, in 11x17 format, of proposed plant material, pavement treatments, and site furnishings to ensure aesthetic agreement between the Client/Owner.

Cost Estimate:

- Prepare an opinion on probable construction cost estimate based on the proposed streetscape improvements.

Specifications:

- Provide technical specifications as necessary and in support of the above-documented site development. We anticipate site furnishing, turf and grasses, planting, and planting soils.

Revisions + Submittals:

- Submit Permit Drawings for review and approval by governing agencies.
- Anticipate one (1) round of revisions to the drawings.
- Submit 100% Construction Documentation Plans and Specifications, in digital PDF format, to the LJB/the Owner for compilation and bidding.

Construction Administration

- Answer and address contractor RFI's.
- Review substitution requests.
- Issue addendums as necessary to clarify design intent.
- Review contractor shop drawings/submittals.
- Perform one (1) site walkthrough and punch list at Substantial Completion.

January 6, 2023

Landscape Architecture Fee Schedule:

Construction Documentation Plans	\$15,400.00
Construction Administration	<u>\$1,500.00</u>
Total Fee:	\$16,900.00

Assumptions:

- Public meetings have been excluded from this proposal.
- This proposal does not include irrigation. Irrigation design and details can be provided for an additional fee.
- Hardscape design is limited to specialty sidewalk treatments and decorative treatments at roadway crosswalks. It is assumed the LJB will be designing and detailing all other hardscape treatments, curbs, etc.
- Grading and drainage, utility design, and roadway design are excluded from this proposal.
- It is assumed design of rapid flashing beacons and any vehicular charging stations will be by the Civil Engineer.

Again, thank you for giving us the opportunity to submit this proposal. Please feel free to call me at 779-7851 should you have any questions.

Sincerely,

THE KLEINGERS GROUP



January 6, 2023

Terms and Conditions

SERVICES PROVIDED

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

LJB Engineering

The Client agrees to:

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

- Assist Consultant by placing at his disposal all available information pertinent to the Project;
- Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
- Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
- Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
- Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
- Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of

Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION

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

STANDARD OF CARE

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

LIMITATIONS OF SERVICES

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

January 6, 2023

ADDITIONAL SERVICES

Changes made by Client after the start of work will be considered extra and may negatively impact the stated project timeline. Consultant will notify Client in writing of changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

INDEMNIFICATION / LIMITATION OF LIABILITY

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

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

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

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

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and

Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of:

\$200,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES

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

FORCE MAJEURE

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

January 6, 2023

TERMINATION OF CONTRACT

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

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the

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

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

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and

January 6, 2023

expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

FREE PUBLICITY

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

USE OF ELECTRONIC MEDIA

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

OPINIONS OF COST

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

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

LEED CERTIFICATION

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

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

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the

January 6, 2023

General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

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

SEVERABILITY

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

ASSIGNMENT OF AGREEMENT

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

SIGNATURES

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

EEO

The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and

non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

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West Chester, OH 45069
phone 513.779.7851
fax 513.779.7852
www.kleingers.com

Authorization

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

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

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

The Kleingers Group, Inc.

SIGNED

Lynne Nischwitz, PLA, ASLA, CLARB

PRINTED

Director of Landscape Architecture

TITLE

January 6, 2023

DATE SIGNED

LJB, Engineering

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

RECORD OF RESOLUTIONS

Item C. Section 10, Item

Resolution No. 2023-R-11

April 24, 2023

City of Bellbrook State of Ohio

Resolution No. 2023-R-11

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LJB ENGINEERING TO PROVIDE SURVEYING AND ENGINEERING SERVICES FOR THE DOWNTOWN BELLBROOK STREETScape IMPROVEMENT PROJECT AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, the City Council approved a study to identify certain desired improvements for the Downtown Bellbrook Streetscape; and

WHEREAS, the results of that study has provided an overall plan of action to make certain infrastructure and streetscape improvements for walkability, safety and appeal in the Downtown area; and

WHEREAS, the City has applied for and has been accepted to receive significant funding for repaving and safety improvements to intersections Downtown; and

WHEREAS, the next step forward are to complete engineering and survey work to create and develop bid packets for the specific project work; and

WHEREAS, the 2023 Budget has funds appropriated for these estimated expenses; and

WHEREAS, Section 240.03(b) of the Code of Ordinances of Bellbrook allows contracts for professional services be entered into by the City Manager without use of formal or informal competitive procedures

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. After due deliberation, City Council authorizes the City Manager to enter into professional services agreements with LJB Engineering for surveying and engineering services for the Downtown Bellbrook Streetscape Improvement Project as substantially described in the proposal marked Exhibit A.

Section 2. In accordance with Chapter 240 of the Code of Ordinances of Bellbrook, the procurement of these services is through a contract for professional services entered into by the City Manager; therefore, the competitive bidding requirements are hereby waived.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

RECORD OF RESOLUTIONS

Item C. Section 10, Item

Resolution No. 2023-R-11

April 24, 2023

PASSED BY City Council this _____ day of _____, 2023.
_____ Yeas; _____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council