



CITY COUNCIL REGULAR MEETING AGENDA Monday, August 22, 2022 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 August 8, 2022 Regular Meeting minutes.
5. **MAYOR'S ANNOUNCEMENTS AND SPECIAL GUEST**
 - A. Anniversary Proclamation for Jim and Carol Froehlich
 - B. Susan Jeffery of the Bellbrook Library will provide an update about the activities and services of the Library.
 - C. Kathy Scheller of Metronet will make a presentation about the company's expansion of all fiber internet services into Bellbrook.
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 2022-R-25 DECLARING CERTAIN CITY OWNED PROPERTY NO LONGER REQUIRED FOR MUNICIPAL PURPOSES AS SURPLUS AND AUTHORIZING DISPOSAL OF SAID PROPERTY (Havens)
 - B. Resolution 2022-R-26 AUTHORIZING THE CITY MANAGER TO ENTER INTO AND AGREEMENT WITH RUMPKE WASTE AND RECYCLING FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES WITHIN THE CITY OF BELLBROOK (Harding)
 - C. Resolution 2022-R-27 AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF BELLBROOK (Cyphers)
 - D. Resolution No. 2022-R-28 AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION AND INSTALLATION OF STORM DRAIN IMPROVEMENTS (Greenwood)
 - E. 2022-R-29 AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF AN OUTDOOR WARNING SYSTEM (Hoke)
 - F. Resolution 2022-R-30 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO HIRE SPECIAL COUNSEL FOR LEGAL SERVICES RELATED TO PFAS (Middlestetter)
11. **OLD BUSINESS**
12. **NEW BUSINESS**
 - A. Community Investment Corporation.
Discussion regarding the formation of a CIC related to previously established City Goals
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 August 8, 2022 Regular Meeting minutes.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
August 8, 2022

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. T.J. Hoke
Mayor Mike Schweller

ABSENT:

Mrs. Katherine Cyphers
Mrs. Elaine Middlestetter
Mr. Ernie Havens

ALSO PRESENT:

Rob Schommer, City Manager

Motion to excuse Mrs. Katherine Cyphers, Mrs. Elaine Middlestetter, and Mr. Ernie Havens from the meeting.

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

Voting Yes: Mr. Greenwood, Mr. Harding, Mr. Hoke, Mayor Schweller

Motion Carries

APPROVAL OF MINUTES:

None

MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

Mayor Schweller mentioned two excellent outreach programs that took place last weekend; the National Night Out, and the Fire Department Touch-A-Truck. The events were well organized by the Fire and Police Departments and Council gives a big thanks to the men and women for making this happen. He also offered thanks to Dots Market for the food and location and the Schools for offering locations for the events.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
August 8, 2022

Item A. Section 4, Item

Mayor Schweller asked Chief Bizzarro for comments about the Touch-A-Truck event.

Chief Bizzarro noted it was the first time the Fire Department has held the event, and he gives full credit to Firefighter Taylor Click who organized and facilitated the event.

Firefighter Click stated Bellbrook would be a great place for an event like this and he coordinated with the Fire Department, other City Departments and outside organizations to make it happen. He noted attendance was very good and the kids truly enjoyed getting up close to the vehicles. He added that other organizations helped support the event and he looks forward to this being the first of many annual events.

Mayor Schweller introduced the Beautification Committee for the 2022 Awards.

Mr. Rob Johnson overviewed the Beautification Committee and the award guidelines. He noted nominations come from both the committee and residents of the community. Mr. Johnson then announced the 10 winners for 2022 and presented a certificate and engraved rock.

CITIZEN COMMENTS

None

PUBLIC HEARING OF PROPOSED ORDINANCES:

None

INTRODUCTION OF ORDINANCES:

None

RESOLUTIONS:

None

OLD BUSINESS:

None

NEW BUSINESS:

None

CITY MANAGER REPORT:

Mr. Schommer provided an update on various topics including:

- Bid process for the outdoor warning siren system. Two bids were received, and will be reviewed

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
August 8, 2022

Item A. Section 4, Item

for a recommendation for award on the next meeting on the 22nd.

- Storm drain improvement project on Lower Hillside. Project currently out to bid and are due 8/12/2022. The bids will be reviewed the following week for placement on the next meetings agenda.
- Post audit conference with the auditors will be on the 15th. Mrs. Cyphers will join this meeting and report for the finance committee.
- Electric aggregation letters have gone out to eligible residents and an information and facts page is on the home page of the City website.

Mayor Schweller asks if any council members have questions for the city manager. None reported

Mayor Schweller thanks Mr. Schommer for taking on the Energy Aggregation issues and the prompt response to the rate increase concerns.

COMMITTEE REPORTS:

SAFETY:

Mr. Greenwood noted how pleased and proud he was for the great turn out at the Touch-A-Truck and National Night Out events.

SERVICE:

Mr. Greenwood noted the service department is busy with summer projects. In addition there is an upcoming test of the water system by the EPA.

FINANCE/GOVERNMENT AFFAIRS:

None

COMMUNITY AFFAIRS:

Mr. Brady noted the current opening for the planning board. Applicants can go to the website to apply.

CITY OFFICIAL COMMENTS:

Mr. Greenwood attended the Miami Valley Regional planning meeting and noted funds that may come available for electric charging stations in public spaces.

Mr. Hoke noted the upcoming Lions Club Summerfest coming up August 19th. He noted it is a great event and encouraged the community to attend.

EXECUTIVE SESSION:

None

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting

August 8, 2022

Item A. Section 4, Item

ADJOURNMENT:

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 7:27 pm

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

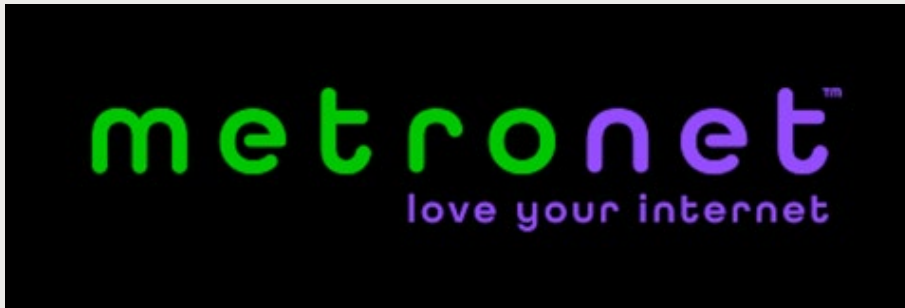
C. Kathy Scheller of Metronet will make a presentation about the company's expansion of all fiber internet services into Bellbrook.

metronetTM

Introduction

Bellbrook, Ohio

August 22, 2022



- **Metronet** is the nation's largest independently owned, 100 percent fiber optic company headquartered in Evansville, Indiana. The customer-focused company provides cutting-edge fiber optic communication services, including high-speed Fiber Internet and full-featured Fiber Phone.
- **Metronet** started in 2005 with one fiber optic network in Greencastle, Indiana, and has since grown to serving and constructing networks in more than 250 communities across Indiana, Illinois, Iowa, Kentucky, Michigan, Minnesota, Ohio, Florida, North Carolina, Virginia, Texas, Wisconsin, Missouri, Colorado, New Mexico, and Louisiana.
- **Metronet** is committed to bringing state-of-the-art telecommunication services to communities — services that are comparable or superior to those offered in large metropolitan areas. By offering XGS PON technology, Metronet can easily carry its communities into the future of 5GB service.

Fiber Benefits:

» **Increase Home Value**

Increased by 3.1% due to fiber connection¹

» **Exclusive Access**

Only 40% of the homes in the United States have access to symmetrical gigabit speeds (1,000 mpbs)

» **Competition**

Incredible fiber services, better customer service and competitive pricing

» **Fastest Internet**

Metronet markets have the fastest average Internet speeds³

A Metronet community will benefit from:

» High Level of Customer Service

- » An average of **30%+ higher** customer satisfaction scores than peers

» Broad Availability

- » A substantial portion of city households in initial build plan

» Local Presence

- » Local staff, community involvement, and local events

» Superior Fiber Services

- » Best technology
- » 1 Gigabit **symmetrical** speeds
- » Attractive “more for the same” pricing
- » No long-term contracts
- » **Redundancy route** and outage communication plan



Metronet Recommends Streaming Video:

- HD Streaming is **one more reason to love your internet.**
- From live TV to binge-worthy shows, enjoy paying only for the content you love with our streaming options:
- <https://www.metronet.com/streaming#streaming-options-anchor>

Neighborhood Communication:

» Construction Communications

» Letter, postcard, turf signs, entrance signs, etc.

» Construction Website

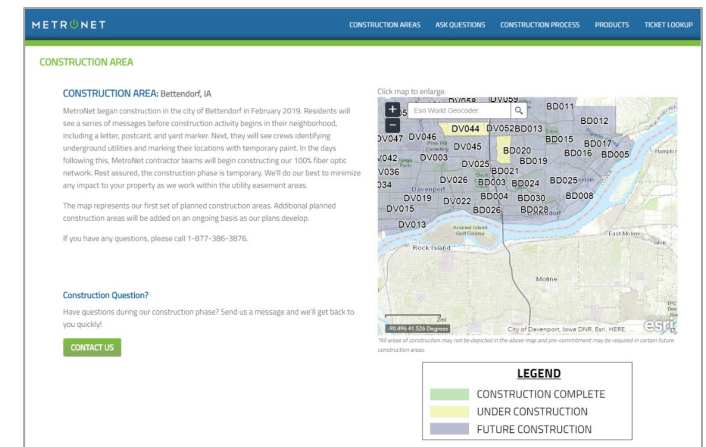
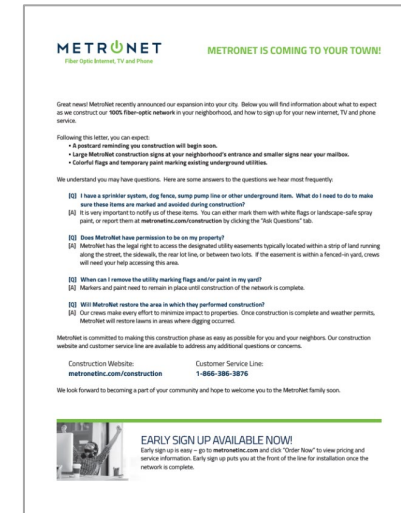
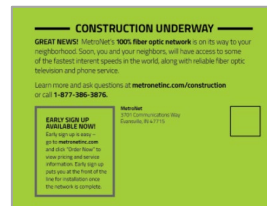
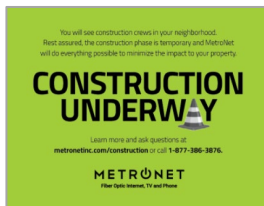
» Document questions or concerns

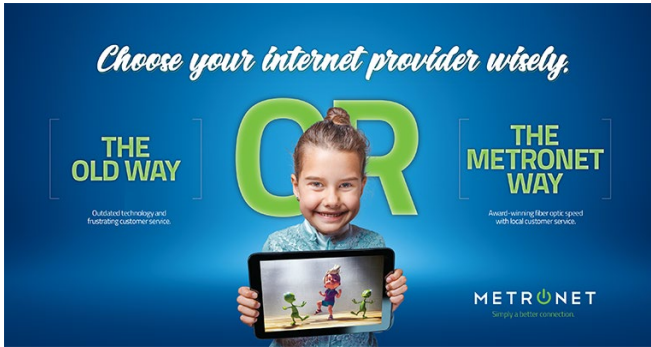
» Yard restoration, locate underground utilities, etc.

» See where we're working

» Responsiveness

» 95%+ response rate within 24 hrs





Go-To-Market Plan:

- **Consultative Sales**

Helping residents understand the right fit for services

- **Website**

Sign up online, quickly, easily and anytime

- **Customer Service**

We're always available and always in our markets





RESULTS DRIVEN ACHIEVEMENTS:

Item C. Section 5, Item



NETFLIX

Currently ranked 11th in Netflix
ISP Speed Index Rating¹



Top 10 Fastest ISPs in North
Central United States in 2020



- Top 3 Fastest Internet Providers Nationwide
- Top 3 Fastest Fiber Providers Nationwide
- #1 Fastest Internet Provider in 2 states

**Mid-Sized Provider Category*



Top 10 overall ISPs with Best
Gaming Quality Index* in
United States in 2021



Awarded the Vectren Energy
Safe Digging Partner Award



Chuck Mueller
Safety & Quality Assurance Director

Ohio 811 Board of Director
Member/Public Relations



George Kemp, Ph.D.
Vice President of Safety & Quality Assurance

Indiana 811 Chairman
& Board Member

¹ The Netflix® ISP Speed Index calculates average streaming speed per internet service provider each month. It measures the rate that individual devices stream Netflix content, categorizes the data by internet service provider, and lists the average rates in a ranking.

*Gaming Quality Index is jitter + latency, lower number is better.



Kathy M. Scheller

Director of Business
Development/Government
Affairs

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File Attachments for Item:

A. Resolution 2022-R-25 DECLARING CERTAIN CITY OWNED PROPERTY NO LONGER REQUIRED FOR MUNICIPAL PURPOSES AS SURPLUS AND AUTHORIZING DISPOSAL OF SAID PROPERTY (Havens)

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2022-R-25

July 25, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-25

DECLARING CERTAIN CITY OWNED PROPERTY NO LONGER REQUIRED FOR MUNICIPAL PURPOSES AS SURPLUS AND AUTHORIZING DISPOSAL OF SAID PROPERTY

WHEREAS, the City of Bellbrook is in possession of certain property at an estimated value over \$2,500 that is no longer needed for municipal purposes; and

WHEREAS, the property is desired to be sold via an internet-based auction process or otherwise discarded or salvaged.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. Consistent with the provisions of the Ohio Revised Code Section 721.15 and Section 230.06 of the Bellbrook Code of Ordinances and purchasing procedures, the equipment listed in Exhibit A attached hereto is declared surplus, no longer needed for municipal purposes, and authorization is hereby granted to dispose of the property consistent with the provisions of Bellbrook Ordinances by means of an internet-based auction or if having no value may be discarded or salvaged by the City Manager:

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 _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2022-R-25

July 25, 2022

Resolution 2022-R-25 Exhibit A

Bellbrook Fire Inventory							
Item	Item Description	Serial #	Asset #	Lot #	Condition	# of Items	Over \$5000
Filing Cabinet	metal, tan, 4 drawers		0-675	1-A	Fair	1	
Filing Cabinet	metal, black, 4 shelves			1-B	Good	1	
Filing Cabinet	metal, black, 4 drawers			1-C	Fair	1	
Filing Cabinet small	wood, grey, 4 shelves		2697	1-D	Good	1	
Filing Cabinet large	metal, black, 4 shelves		0-762	1-E	Poor	1	
Filing Cabinet small	metal, tan, 2 drawers		0-457	1-F	Fair	1	
Filing Cabinet large	metal, tan, 3 drawers		2150	1-G	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33879	0-3149	2-A	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33707	0-3138	2-B	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33913	0-3140	2-C	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33948	0-3141	2-D	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33916	0-3354	2-E	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000		0-3150	2-F	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33904	0-3355	2-G	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000		0-3148	2-H	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000			2-I	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	31976	0-3147	2-J	Fair	1	
SCBA Scott4.5	self contained breathing apparatus year 2000	33949	0-3353	2-K	Fair	1	

Bellbrook Police Inventory

[illegible]

Computers and Equipment Inventory

Items	Item Description	Serial #	Asset #	Lot #	Condition	# of Items	Over \$5000
Computer Stands	3 Dell stands; 2 misc brands			1-A		5	
Computer Stands	Envision	90867CA001325	0-4226	2-A	Fair	1	
Computer Stands	View Sonic; Year 7/2006	Q78062840661	0-4225	2-B	Fair	1	
Monitor	Acer; Year 11/2010	ETLNY0800304705A1D4223	0-4564	2-C	Fair	1	
Monitor	Acer; Year 11/2010	ETLNY0800304705A074223	0-4565	2-D	Fair	1	
Monitor	Samsung	S20A350B		2-E	Fair	1	
Monitor	Staples	97775VA006354		2-F	Fair	1	
Monitor	Dell; Aug 2017	CN-0JF44Y-FCC00-781-AHEU-A00		3-A	Good	1	
Monitor	Dell; Sept 2017	CN-0JF44Y-FCC00-797-CATU-A01		3-B	Good	1	
Monitor	Dell; with cord	CN-0H5J5G-74445-110-BV9S		3-C	Good	1	
Monitor	Dell; with cord; December 2011	CN-02H2VM-64180-1C1-01PS		3-D	Good	1	
Monitor	Dell; with cord; September 2012	CN-0GFCNV-74445-297-AM5S		3-E	Good	1	
Monitor	Dell	CN-0H5J5G-74445-110-BVDS		3-F	Good	1	
Monitor	Dell; with cord; November 2018	CN-0V7JPS-QDC00-881-5M88-A02		3-G	Good	1	
Monitor	Dell; June 2013	CN-012MWY-64180-363-096L		3-H	Good	1	
Monitor	Dell; with cord; June 2013	CN-012MWY-64180-363-090L		3-I	Good	1	
Monitor	Dell; with cord; June 2013	CN-012MWY-64180-363-06CL		3-J	Good	1	
Monitor	Dell; with cord; September 2012	CN-0GFXN4-74445-293-A2LM		3-K	Good	1	
Monitor	Dell; November 2018	CN-0V7JP5-QDC00-8B1-5LVB		3-L	Good	1	
Monitor	Dell; September 2012	CN-08VVND-74445-295-E1TB		3-M	Good	1	
Monitor	Dell; with cord; September 2012	CN-08VVND-74445-295-DVTB		3-N	Good	1	
Speaker System	Eastern brand; multi media	AX-2005		4-A	Fair	1	
Speaker System	Logitech	1822GG0096L8&880-000626		4-B	Good	1	
Speaker System	Dell	CN-0R126K-48220-01P-03OA		4-C	Good	1	
Wireless Access Point	Tan; 105 Aruba Inc.	BE-0195040		5-A	Fair	1	

Wireless Access Point	Tan; 105 Aruba Inc.	BE-0012628		5-B	Fair	1	
Wireless Access Point	Tan; 105 Aruba Inc.	BT0568199		5-C	Fair	1	
Computer	Dell IntelCoreI3 7th Gen w/cord		0-4651	6-A	Good	1	
APC Back-ups	Pro1500 APC w/cord		0-4602	7-A	Good	1	
Back-ups	RS 700 APC w/cords		0-4798	8-A	Good	1	
Back-ups	RS 700 APC w/cords		0-4795	8-B	Good	1	
Back-ups	RS 700 APC w/cords		0-4793	8-C	Good	1	
Back-ups	PRO 700 APC w/cords		0-4415	8-D	Good	1	
Back-ups	RS 700 APC w/cords		0-4796	8-E	Good	1	
Back-ups	PRO 700 APC w/cords		0-4414	8-F	Good	1	
Battery	APC	7A1944L38962		9-A	Fair	1	
Battery	APC	7A1944L39761		9-B	Fair	1	
Battery Back Up System	Tripplite	OM1804	2934	10-A	Fair	1	
Computer	Dell OptiPlex 3050	9JLL0M2	0-4625	11-A	Good	1	
Computer	Dell;Intel;optiplex 390		0-4627	1-A	Good	1	
Computer	Dell;Intel;optiplex 390		0-4617	1-B	Good	1	
Computer	Dell;Intel;optiplex 390		0-4601	1-C	Good	1	
Computer	Dell;Intel;optiplex 390		0-4625	1-D	Good	1	
Computer	Dell;Intel;optiplex 390		0-4622	1-E	Good	1	
Computer	Dell;Intel		0-4637	2-A	Good	1	
Computer	Dell;Intel Core 2;optiplex 580		0-4574	3-A	Fair	1	
Computer	Dell;Intel Core 2;optiplex 581		0-4297	3-B	Fair	1	
Computer	Dell;Intel Core 2;optiplex 582		0-4573	3-C	Fair	1	
Computer	Dell;Optiplex 580		0-4572	4-A	Fair	1	
Computer	Dell;Optiplex 581		0-4566	4-B	Fair	1	
Computer	Dell;Optiplex 582		0-4301	4-C	Fair	1	
Computer	Dell Optiplex 3020	18176215933	4634		Fair	1	
Computer	Dell Optiplex 390	18667415233	4610		Fair	1	

Computer	Dell Optiplex 390	41373603613	4616		Fair	1	
Computer	Dell Inspiron 3847	25683052358	4638		Fair	1	
Computer	Dell Optiplex 390	18162872317	4641		Fair	1	
Computer	Dell Optiplex 390	41371877341	4621		Fair	1	
Computer	Dell Optiplex 390	18667227313	4612		Fair	1	
Computer	Dell Optiplex 390	41371970653	4619		Fair	1	
Computer	Dell Optiplex 580	28YPDP1	4567		Fair	1	
Computer	Dell Optiplex 740	9MLHNC1	4234		Fair	1	
Computer	Asus	CPU56	3322		Fair	1	
Computer	Dell Optiplex 390	41373696925	4618		Fair	1	
Computer	Dell Optiplex 390	18668906929	4608		Fair	1	
Computer	Getac B300	RF763B0947			Fair	1	
Computer	Getac B300	RF763B0945			Fair	1	
Computer	Getac B300	RF763B0946			Fair	1	
Computer	Getac B300	REC63B0109			Fair	1	
Computer	Getac B300	REC63B0108			Fair	1	

Keyboard Inventory							
Item	Item Description	Serial #	Asset #	Lot #	Condition	# of Items	Over \$5000
Keyboard	Dell; KB212-B	CN-05P02F-71581-19H-00OM-A01		1-A	Fair	1	
Keyboard	Dell; KB212-B	CN-05P02F-71581-27U-034K-A02		1-B	Fair	1	
Keyboard	Dell; KB212-B	CN-05P02F-71581-27K-04DV-A02		1-C	Fair	1	
Keyboard	Dell; KB212-B	CN-05P02F-71581-27R06PM-A02		1-D	Fair	1	
Keyboard	Dell; KB212-B	CN-0DJ458-71581-3CD-01II-A01		1-E	Fair	1	
Keyboard	Dell; KB212-B	CN-05P02F-71581-198-057Y-A01		1-F	Fair	1	
Keyboard	Dell; KB212-B	CN-0G4DAW-M6D00-888-07T0-A00		1-G	Good	1	
Keyboard	Dell; KB212-B	CN-0RH659-73571-9CS-01XB		1-H	Good	1	
Keyboard	Dell; KB212-B	CN-0MW437-37172-68M-0B6Z		1-I	Good	1	
Keyboard	Dell; KB212-B	CN-0MW437-37172-68H-07JE		1-J	Fair	1	
Keyboard	Dell; KB212-B	CN-0RH659-73571-125-033C		1-K	Fair	1	
Keyboard	Dell; KB212-B	CN-0MW437-37172-68O-0GEX		1-L	Fair	1	
Keyboard	Dell; KB212-B	CN-0RH659-73571-88U-07ES		1-M	Good	1	
Keyboard	Dell; KB212-B	CN-0MW437-37172-680-0G0B		1-N	Fair	1	
Keyboard	Dell; KB212-B	CN_0MW437-37172-680-0GC4		1-O	Fair	1	
Keyboard	Dell; KB212-B	CN-0RH659-73571-125-033B		1-P	Fair	1	
Keyboard	Logitech	S-N1732SY08A9T8		2-A	Fair	1	
Keyboard	Logitech	P/N 820-002864		2-B	Fair	1	
Keyboard	Logitech	MCT 34002707		2-C	Fair	1	
Mouse	Dell	MS 116-C		3-A	Good	1	
Mouse	Dell	MS 111-P		3-B	Fair	1	
Mouse	Dell	MS-111-P		3-C	Fair	1	

Mouse	Dell	MS-116-P		3-D	Good	1	
Mouse	Dell	CN-09RRC7-48723-28S-03J4		3-E	Fair	1	
Mouse	Dell	CN-09RRC7-48723-28S-03JB		3-F	Fair	1	
Mouse	Dell	CN-09RRC7-48723-27J-03K4		3-G	Fair	1	
Mouse	Dell	CN-09RRC7-48723-28S-03JJ		3-H	Fair	1	
Mouse	Dell	CN-011D3V-71581-11E-0095		3-I	Fair	1	
Mouse	Dell	4418A-MR-0050		3-J	Fair	1	
Mouse	Dell	M510		3-K	Good	1	
Mouse	Dell	X08-70388		3-L	Fair	1	

Desk Inventory							
Item	Item Description	Serial #	Asset #	Lot #	Condition	# of Items	Over \$5000
Small Desk	Grey;Rubbermaid;w/ lock & key			1-A	Good	1	
Square Desk	Brown; 2 legged desk		1148	1-B	Fair	1	
Corner Desk	Grey;Rubbermaid			1-C	Good	1	
Corner Wood Desk	Brown; 2 legs		1588	1-D	Good	1	
Square Wood Desk	Brown		1619;2710	1-E	Good	1	
Square Desk Large	Brown with filing system		1143	1-F	Good	1	
Large Corner Desk	Brown with shelve		2860	1-G	Good	1	
Large 2 Piece Desk	5 Drawer corner desk		0-283	1-H	Good	1	
3 Office Chairs	Blue cloth;black metal legs		0-3440;0-3441-0-3513;0-3490;0-3476		Good	1	
3 Computer Chairs	cloth w/ wheels blue w/arms				Fair	1	
Metal & Cloth chair Blue; Black metal legs (Hon Brand)				0-3425	Fair	1	

[illegible]

[illegible]

Audio & Video Inventory							
Item	Item Description	Serial #	Asset #	Lot #	Condition	# of Items	Over \$5000
DLP Front Projector	Dell;w/ cord and hanger	CN-0CF901-S0081-8CH-0092	0-4416	1-A	Good	1	
Mixer	Premium mic/line mixer	2033912AVC0041	0-4423	1-B	Great	1	
DVD	Cyber Home Video		0-4074	1-C	Fair	1	
VHS	Sharp;4 head hi-fi stereo cord	00-1728520	0-3357	1-D	Fair	1	
DVD	Sony;Digital	DVP-NS50P	0-4082	1-E	Fair	1	
VHS	Deck 1&2;Dual Deck	733401070012		1-F	Fair	1	
Audio Video Demodulator	PFAD 900CS	8741470		1-G	Fair	1	
TV Agile Modulator	ISS Modulator;year 1987	71100758		1-H	Old	1	
TV Agile Modulator	ISS Modulator;year 1987	71100779		1-I	Old	1	
Netgear	Prosafe M4 100-26G	3926695F00324		1-J	Fair	1	
Video Projector System	Video Projector System	9995200000015310000	0-4420	2-A	Good	1	
Video Projector System	Video Projector System	999-5500-002	0-4422	2-B	Good	1	
Video Projector System	Video Projector System	999-5500-003	0-4421	2-C	Good	1	
Color Video Camera	Sony	EV1-D70-153944		3-A	Good	1	
Color Video Camera	Sony	EV1-D70-160438		3-B	Good	1	
Color Video Camera	Sony	EV1-D70-160776		3-C	Good	1	
Digital Video Camcorder	Canon w/ strap black,red,white	0-42480400796	0-3708;0-3703;0-3704	4-A	Good	1	
Battery Pack	Canon Li-ion		0-3705	5-A	Fair	1	
Battery Pack	Canon	BP-915	0-3547	6-A	Fair	1	
UHF Reciever	Pro Star by Telex;grey box	22771		7-A	Fair	1	
Uninterruptible Power Source	800RT/ with cord	P8808455		8-A	Fair	1	
Professional Tripod	Bogen 3046	3046		9-A	Good	1	
Tripod	Manfrotto		0-3555	10-A	Good	1	
Tripod Stand	Auto Dolly; 3 wheels	3056		11-A	Fair	1	
CD/DVD Player	Sony		0-4083	12-A	Fair	1	

[illegible]

File Attachments for Item:

B. Resolution 2022-R-26 AUTHORIZING THE CITY MANAGER TO ENTER INTO AND AGREEMENT WITH RUMPKE WASTE AND RECYCLING FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES WITHIN THE CITY OF BELLBROOK (Harding)

RECORD OF RESOLUTIONS

Item B. Section 10, Item

Resolution No. 2022-R-26

August 22, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-26

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RUMPKE WASTE AND RECYCLING FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES WITHIN THE CITY OF BELLBROOK

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City of Bellbrook may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City limits; and

WHEREAS, the City has determined that it is in the best interests of the City of Bellbrook and its Residents that arrangement for the collection, transportation and delivery for disposal or processing of all Solid Waste and/or Recyclable Materials generated at Residential Units, Municipal Facilities, and during Special Events located within the City from a single contractor on an exclusive basis; and

WHEREAS, on March 7, 2022, and March 14, 2022, the City, as part of a Joint Bid Process with several communities located within Southwest Ohio ("2022 Southwest Ohio Regional Refuse Consortium"), invited through public advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the City of Bellbrook and its residents; and

WHEREAS, following the official opening of the bids on April 21, 2022 by the Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, it was determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Contractor; and

WHEREAS, the City and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit monthly price as stated on the Bid Forms; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to enter into an agreement with Rumpke Waste and Recycling for solid waste and recyclable materials collection within the City of Bellbrook as substantially set forth in Exhibit A.

RECORD OF RESOLUTIONS

Item B. Section 10, Item

Resolution No. 2022-R-26

August 22, 2022

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 _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events.

Option #1 (Three Year Term): The term of the Collection Services Agreement shall commence 12:01 a.m., the _____ day of _____, 202____, and expire at midnight, the _____ day of _____, 202____; with the option at the sole discretion of the (City/Village) to extend the Agreement for two separate, additional one-year terms upon sixty (60) days' notice to Contractor.

Option #2 (Five Years): The term of the Collection Services Agreement shall commence 12:01 a.m., the _____ day of _____, 202____, and expire at midnight, the _____ day of _____, 202____.

The (City/Village) of _____, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Collection Services has been accepted, and the (City/Village) has selected **Option #1 / Option #2** (please circle selection).

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Collection Services Agreement within ten (10) days from the date of this Notice of Award, the (City/Village) will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The (City/Village) will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the (City/Village) within ten (10) calendar days.

Dated this _____ day of _____, 2022. By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This _____ day of _____, 2022. By: _____

Title: _____

NOTICE TO PROCEED

To: _____

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events.

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You are hereby notified to commence the Collection Services in accordance with the Collection Agreement dated _____, 2022, on or about the _____ day of _____, 20____, and you are to continue to provide the Collection Services until midnight, the _____ day of 20____.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This _____ day of _____, 2022. By: _____

Title: _____

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE OR SOLID WASTE AND RECYCLABLE MATERIALS GENERATED WITHIN THE CITY/VILLAGE OF BELLBROOK, OHIO

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials (“Collection Services”) generated within the City/Village of Bellbrook, Ohio (the “Collection Agreement”) entered into this _____ day of _____, 2022, is by and between the City/Village of Bellbrook, Ohio (the “City/Village”), with its offices located at 15 E. Franklin St. Bellbrook, OH 45305, and (“Contractor”), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio, _____ (zip code).

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City/Village may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City/Village; and

WHEREAS, the City/Village has determined that it is in the best interests of the City/Village and its Residents that the City/Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste and/or Recyclable Materials generated at Residential Units, City/Village Municipal Facilities and during Special Events located within the City/Village from a single contractor on an exclusive basis; and

WHEREAS, on March 7, 2022, and March 14, 2022, the City/Village, as part of a Joint Bid Process with several communities located within Southwest Ohio (“2022 Southwest Ohio Regional Refuse Consortium”), invited through public advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the City/Village and its Residents; and

WHEREAS, following the official opening of the bids on April 21, 2022 by the Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, the City/Village determined that the Contractor is qualified to provide the Collection Services to the City/Village and approved the award of the Collection Agreement to the Contractor; and

WHEREAS, the City/Village and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit

monthly price as stated on the Bid Forms, as well as for other Optional Services which are attached as Exhibit A, all of which are incorporated by reference; and

WHEREAS, the City/Village and the Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 **Agreement and Independent Contractor Status.** The City/Village hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and Recyclable Materials generated at Residential Units, City/Village Municipal Facilities and during certain Special Events within the City/Village.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for _____ years, beginning on _____ and terminating on _____.
- 2.3 **Renewal Terms.** If the term of this Collection Agreement is for three (3) years, such Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year at the sole discretion of the City/Village, at the cost for the Collection Services reflected on the Bid Form, attached as Exhibit A.
- 2.4 **Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City/Village-approved Collection Routes; (c) that City/Village-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; (e) that the Contractor has delivered to the City/Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference; and (f) that the route

supervisor has signed the route supervisor acknowledgement form. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR

- 3.1 Delivery to Disposal or Processing Facilities.** The Contractor shall provide regular weekly collection of Solid Waste and Recyclable Materials from each Residential Unit, Residential Unit Equivalent, City/Village Facilities and during Special Events located within the City/Village, including such materials that exceed the capacity of a City/Village or Contractor- provided collection container, if provided. All Solid Waste or Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City/Village-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and Recyclable Materials to the licensed facility or facilities identified by Contractor in Contractor's Bid. The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust- free and equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City/Village. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City/Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City/Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City/Village, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City/Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City/Village.
- 3.3 Contractor's Office and Telephone.** The Contractor shall maintain an office in Southwest Ohio, and telephone service with a non-toll telephone number from the City/Village, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to

7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Village. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

- 3.4 Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City/Village, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle, or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. The City/Village shall not be responsible for such additional charge. If a Residential Unit requests a smaller collection container after the delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller collection container upon the approval of the City. Please note that the Municipality of Brookville bills residents directly for additional containers.
- 3.7 Solid Waste Collection Containers.** Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to rent wheeled Solid Waste collection containers to the Residents at the price stated on Exhibit A. In the event a Resident chooses to rent a Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on the Exhibit A. Cardboard containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet. Please note that the Municipality of Brookville bills residents directly for solid waste containers purchased by the resident.
- 3.8 Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing, Christmas trees,

and bulk or bundled Yard Waste on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. If the Contractor wishes to request Residential call-ahead for the collection of Bulky Items, such procedure must be pre-approved by the City/Village. In no event shall a Residential call-ahead procedure relieve Contractor of the duty to collect all Bulky Items on the day of collection. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.

- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City/Village, the Contractor shall provide a written report to the City/Village of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Village shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.10 Collection of Home Remodeling Debris.** The Contractor may limit the collection to Home Remodeling Debris. The Contractor shall include a description of Home Remodeling Debris in the Resident obligation notice mailed to the Residents of the City.
- 3.11 Services at City/Village Municipal Facilities.** The Contractor shall provide collection containers to the City/Village per the instructions outlined in Exhibit E, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City/Village at no additional charge or as specified in Exhibit E, provided that City/Village requests for additional collection are not greater than two in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Village upon written notice to the Contractor.
- 3.12 Collection at Special Events and/or Minor Remodeling Projects of City/Village Buildings.** The Contractor shall provide Collection Services upon request of the City/Village for Special Events included on the attached Exhibit E. The Contractor shall also provide an open top roll-off container of up to forty (40) yards capacity for one (1) additional Special Event per year or for the minor remodeling of any City/Village Municipal Facility, without additional charge, as requested by the City/Village. Unless otherwise agreed in writing, no additional fees shall be charged to the City/Village for these services, notwithstanding the frequency or number of collections (up to five (5) pulls) that

may be required by the City/Village, or the volume or nature of the Solid Waste or Recyclable Materials collected. Any containers and/or pulls in addition to those included on Exhibit E or the one additional Special Event per year may be requested by the City/Village at the price indicated on Exhibit A.

- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City/Village, unless such commercial establishments are specifically identified in Exhibit E and incorporated as a Residential Unit Equivalent. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as City/Village Municipal Facilities or Residential Unit Equivalents. Note that as development occurs, additional Residential Unit Equivalents may be added over the course of the contract.

ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before August 31, 2022, the Contractor shall furnish the City/Village, for approval by the City/Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected for each collection route within the City/Village (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City/Village.) The Contractor shall not change the day of collection without written approval by the City/Village. In the event such a change is approved by the City/Village, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Village retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City/Village-approved collection routes.
- 4.2 Holidays.** Holidays that may be observed by the Contractor include New Year's Day and Christmas Day, or any other day pre-approved by the City/Village. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.
- 4.3 Starting and Ending Time.** Except as set forth in Exhibit E, Collection of Solid Waste and Recyclable Materials shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the

Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City/Village and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City/Village for approval by August 31, 2022. Subsequent notices shall be submitted to the City/Village for approval not later than twenty (20) days prior to mailing to the Residential Units. The Contractor shall not directly mail to any Residential Unit an advertisement targeted to City/Village residents without prior consent and written approval from the City/Village.

- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City/Village or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Village shall have the right to perform such cleanup services using City/Village employees or other contractors and withhold release of monthly payment in accordance with Section 6.2.
- 4.8 Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.

4.9 Violation of Resident Obligations; Refusal to Collect. Upon the first instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City/Village with copies of all tags left at each Residential Unit pursuant to Section 4.11. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City/Village and the Residents receiving the Collection Services.

4.10 Conduct of Contractor's Employees. The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The City/Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Village.

4.11 Collection Reports. The Contractor shall provide a report to the City/Village at a frequency determined by the City/Village and the Contractor in the Implementation Plan in order to avoid disputes regarding whether collection containers were placed for collection by the Resident. The report shall include the following information:

- A. A listing of any Residential Units not placing containers on the collection day;
- B. Tags for Residential Units that were not collected per section 4.9. These tags shall include the address of the Residential Unit and an explanation for why collection did not occur. The Contractor may provide this information electronically.

The City/Village shall designate a primary and secondary contact for reports:

Primary contact: Name: _____ E-mail: _____

Secondary contact: Name: _____ E-mail: _____

The Contractor and the City/Village may agree to utilize a different procedure, provided such agreement is in writing.

4.12 Contractor's Response to Complaints. The City/Village shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 4:00 p.m. and before the last collection vehicle leaves the City/Village at the end of the day of collection, contact the City/Village to determine if any complaints have been received. The Contractor shall give

prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 Performance Assurance.** The Contractor shall immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Village shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City/Village its written response to any such demand. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village and its Residents, the City/Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the City/Village, in the amount of 100% of the consideration for performance of year one of the Collection Agreement. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Village, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Village accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Village and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City/Village and authorized to do business in the State of Ohio. The City/Village shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City/Village at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.
- 5.6 Indemnification.** The Contractor shall save, indemnify and hold the City/Village, its Board / Council, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:
- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
 - (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- 5.7 Environmental Indemnification.** The Contractor shall save, indemnify and hold the City/Village, its Council members, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees),

which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 Indemnity Not Limited.** In any and all claims against the City/Village, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.6 and 5.7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City/Village.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 Contractor Billings to City/Village and City/Village Payment.** The Contractor shall bill the City/Village for the Collection Services within ten (10) days following the end of the month, and the City/Village shall pay the Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit A, increased for additional services requested and approved by the City/Village or reduced by the City/Village as provided in this Collection Agreement. In the event the City/Village reduces payment to the Contractor, in good faith and at its sole discretion, the City/Village will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City/Village shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City/Village is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City/Village as agreed to by the City/Village, subject to Section 6.3. As the number of Residential Units being serviced in the City/Village increases or decreases, the Contractor and the City/Village may adjust the number of Residential Units accordingly.

- 6.2 Deductions from Contractor's Invoice for Non-performance.** If the City/Village notifies the Contractor in writing of missed collections and Contractor fails to cure such complaints within 48 hours of the collection day, the City/Village shall have the right to deduct the sum of each collection the Contractor fails to make from their

monthly bill. Exceptions would be made for natural disaster, act of war, civil disobedience, or if the city/village is conducting an activity (festival, construction, police/fire incidents) that blocks a street.

In the event that the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may subtract the contractor for the work hours that City/Village staff spent conducting the cleanup from their monthly invoice. The City/Village shall provide the contractor documentation of the number of workers conducting the cleanup and the amount of time spent conducting the cleanup.

- 6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City/Village. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City/Village that Collection Service is not required at the unoccupied or vacant Residential Unit. The City/Village shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the City/Village for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.
- 6.4 Annual Review of Generation.** Annually at the request of the City/Village or the Contractor, the Contractor and the City/Village shall meet to review the volumes of Solid Waste and Recyclable Materials collected from the City/Village and its Residents and delivered for disposal or processing. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials, the Contractor and the City/Village, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City/Village and its Residents and may provide for additional benefits for the City/Village.
- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City/Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City/Village, will result in an adjustment to the Contractor's invoice. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste or Solid Waste and Recyclable Materials.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per

gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on the Monday preceding the Bid opening, as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City/Village, on the collection route, divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

If the Contractor utilizes vehicles powered by alternative energy sources (e.g. compressed natural gas, electricity), the fuel price adjustment is waived.

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste or Recyclable Materials may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district. The Collection Contractor shall give the City/Village and Residents as much notice as is practicable before adjusting for governmental or generation fee modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference \div 12

For Recyclable Materials Processing: $(1/3)$ (per ton price difference) \div 12

In the alternative, the City/Village may elect to have the Collection Contractor provide a monthly invoice for any fee increase based upon the actual monthly tonnage.

- 6.7 Data Collection and Quarterly Reporting.** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City/Village: (a) a record of the number of Residential Units within the City/Village for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the City/Village for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the City/Village pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing. Upon request of the City/Village, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the City/Village on not less often than a quarterly basis.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City/Village may terminate the Collection Agreement in the following manner: the City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City/Village may terminate this Collection Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance for the Collection Services. The City/Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.
- 7.2 Surety or City/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor shall be liable to the City/Village for the additional costs incurred by the City/Village to cover the performance of the Contractor's obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. The Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village

until the City/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than **fifty (50)** bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.

- 7.3 Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the City/Village shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City/Village is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** . In the event that the fuel price adjustment provision in the price per Residential Unit per month for the Collection Services exceeds the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA") by 20%, measured at the time of the fuel price adjustment, the City/Village may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Collection Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention _____ (name or title), and to the City/Village, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.

- 8.3 Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach of this Collection Agreement by the City/Village or the Contractor shall be effective unless in writing signed by the City/Village and the Contractor.
- 8.4 Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in any county in which all or a part of the Collection Services are being rendered.
- 8.5 Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.
- 8.7 Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City/Village and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

CITY/VILLAGE OF

_____, **OHIO:**

(Signature)

(Printed Name)

(Title)

The Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

ROUTE SUPERVISOR ACKNOWLEDGEMENT FORM

The Route Supervisor for the City/Village of _____ is _____ . By signing this form, the Route Supervisor acknowledges:

1. The Route Supervisor has read and acknowledges the specific local requirements of the City/Village, and customer service sections of this contract, including but not limited to Sections 4.3 (Starting and Ending Time), 4.7 (Handling of Collection Containers), 4.8 (Damage to Collection Containers), 4.9 (Violation of Residential Obligations; Refusal to Collect); 4.10 (Conduct of Contractor's Employees), and 4.12 (Contractor's Response to Complaints), and any additional customer service measure identified in Exhibit E.

2. The Route Supervisor has read and acknowledges the reporting requirements of this contract, specifically section 4.11 (Collection Reports).

3. The Route Supervisor has read and acknowledges Section 6.2 of this contract (Deductions from Contractor's Invoice for Non-performance).

4. The Route Supervisor has read and acknowledges any other portion of this contract not specifically outlined here that pertains to the quality of workmanship of the Contractor.

This document shall be signed by both the City/Village and any subsequent Route Supervisor assigned to the City/Village for the duration of this contract. Blank Route Supervisor Acknowledgement forms are available by contacting the Center for Local Government at TWhite@C4LG.org.

Signed,

CITY/VILLAGE OF:

_____, **OHIO:**

(Signature)

(Printed Name)

(Title)

GARBAGE ROUTE SUPERVISOR

(Signature)

(Printed Name)

(Title)

RECYCLING ROUTE SUPERVISOR

(Signature)

(Printed Name)

(Title)

**Placeholder for Pricing Sheet
See Rumpke Bid Response**

EXHIBIT B:
Defined Terms

2022 Southwest Ohio Regional Refuse Consortium (“2022 SWORRE Consortium”): the following political subdivisions, all located within the Southwestern Ohio area and participating in a Joint Bid Process to obtain the Required and Optional Services and to request proposals for Optional Services; including the City of Bellbrook, the City of Brookville, and the City of Miamisburg.

Base Bid Price: the per Residential Unit per month bid price for unlimited Solid Waste and/or Recyclable Materials Collection Services, excluding the Generation Fee Adjustment Factor.

Bid Bond: a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Required and Optional Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a bid in response to the Invitation to Bid or requests for proposals by the 2022 SWORRE Consortium.

Bid Documents: collectively, the documents prepared and furnished by the 2022 SWORRE Consortium inviting bids to obtain the Required Services and requesting proposals for Optional Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to each of the agreements included in the Bid Documents upon which a Bidder shall submit its Base Bid Price for the per Residential Unit (RU) per month bid price for Collection Services, consisting of unlimited Solid Waste Collection Services and unlimited Recyclable Materials Collection Services with provision of a 64 gallon collection container for Recyclables and for other Optional Services.

Bulky Items: any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances, bundled Yard Waste, and those items identified in the Collection Agreement.

Carry-out Collection Services: the collection of Solid Waste or Recyclable Materials from any location other than that defined as Curbside.

City/Village-approved Collection Route(s): the route showing the starting and ending points of collection within the City/Village as approved by each City/Village and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Collection Agreement: agreement for the collection of Solid Waste and/or Recyclable Materials by and between the Collection Contractor and a Participating Community, including exhibits.

Collection Contractor, or “Contractor”: the individual or entity selected by a City/Village for the collection of Solid Waste and/or Recyclable Materials at Residential Units, Municipal Facilities and during Special Events within the City/Village.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within the City/Village.

Curbside Collection Service: the collection of Solid Waste and/or Recyclable Materials placed by a Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street.

Disposal Services: the acceptance of Solid Waste for disposal at a licensed facility.

Effective Date: the date of last execution of the agreements for the Required and Optional Services.

Generation Fee Adjustment Factor: the per Residential Unit per month adjustment to the Base Bid Price for each Participating Community based upon the generation fee applicable in each Participating Community’s solid waste management district.

Home Remodeling Debris: any debris, such as window frames, from a home remodeling project that may be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container). Construction and demolition materials are a separate waste stream and the Collection Contractor is not required to collect construction and demolition materials placed at the curb.

Joint Bid Process: the bidding process for the Required and Optional Service of the 2022 SWORRE Consortium.

Invitation to Bid: the request of the Participating Communities in the 2022 SWORRE Consortium for Bids to secure the Required and Optional Services.

Municipal Facilities: City/Village owned buildings, parks, or other non-City/Village owned locations specifically identified on Exhibit E, attached to the Collection Agreements.

Notice of Award: written notification that a Bid has been accepted for one or more of the Required and Optional Services or Optional Services.

Optional Services: any other services provided by the Collection Contractor other than basic Collection Services, including rental of additional 96, 64, or 32 gallon Solid Waste or Recyclable Materials Collection Containers; Residential Billing Services; Cardboard Trash Receptacles; Chloroflourocarbon (CFC) Removal; the provision of various sized roll-off containers for single events, and extra pulls of such containers, which are *not* included as part of each Participating Community’s Exhibit E; the provision of various sized dumpster pulls, which are not included as

part of each Participating Community's Exhibit E; provision and emptying of portable restrooms; portable wash stations; and a per-hour charge for the provision of a solid waste collection vehicle and driver.

Participating Community or Communities: those political subdivisions both individually and collectively as defined as the 2022 SWORRE Consortium.

Performance Bond: the bond insuring performance of the Required and Optional Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7).

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at a location where Source-Separated Recyclable Materials are to be delivered pursuant to the Collection Agreement.

Required and Optional Services: the services identified in the agreement for the collection and transportation of Solid Waste and/or Recyclable Materials for disposal and processing, as well as services for Municipal Facilities and Special Events.

Resident: an adult occupant, owner or tenant of a Residential Unit.

Residential Unit or Units: all occupied residential dwellings within the corporate limits of each Participating Community, including residences of six (6) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established. The number of occupied Residential Units may change over the course of the Collection Contract.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City/Village.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste, see Revised Code section 3734.01(E). Solid Waste includes Yard Waste that has not been separated.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during City-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City/Village-wide designated clean-up weeks.

Successful Bidder: the Bidder each Participating Community concludes has submitted the lowest price and best bid for the Required and Optional Services, receiving a final Notice of Award.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree trimmings less than one-quarter inch in diameter, and similar material.

EXHIBIT C
Implementation Plan Forms

Please attach proof of workers' compensation coverage; "Certificate of Good Standing" (authorization to do business in the State of Ohio); and Implementation Plan details (if any).

EXHIBIT D

Item B. Section 10, Item

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2022, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2020, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary) By: _____

(Surety Secretary) By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E

City of Bellbrook, Ohio

Number of Residential Units: 2,684 (approx. monthly total)

Current Collection Day: Solid Waste & Recyclable Materials: Friday

Governmental Facilities and Community Events requiring service:

The Contractor shall provide permanent collection containers to the City at the following locations at no additional charge to the City:

Fire Department	4254 W. Franklin St.	2YD 1x/week
Fire Department	35 N. West St.	Litter Barrel 1x/week
Service Garage	29 N. West St.	6YD 1x/week
Sackett-Wright Park	E SR 725	6YD 1x/week
Downtown Area	Main St. & Franklin St. Intersection	Litter Barrels 1x/week
Historical Museum	42 N. Main St.	Litter Barrel 1x/week
Administrative Offices & Police Department	15 E. Franklin St.	4YD 1x/week

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor once per week unless additional collections are necessary at the discretion of the City, at no additional charge. The exact number, size and location of the above collection containers may be modified within reason at the request of City, with agreement by Contractor. The specific days of the week for the above dumpster collections will be determined by the City and the selected vendor during the Implementation Plan period outlined in the bid timeline.

The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any City Facility upon request, up to two (2) pulls per year (if necessary). Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

Community Events

Sugar Maple Festival: Held annually in April (Friday night to Sunday afternoon)

- Include one 30 yard roll-off container to be collected at the end of the festival and twenty-four (24) 96 gallon totes for the weekend at no additional charge to the City.

Special Collection Requirements

The Contractor shall provide Carry-out Collection Service for any Resident with a physical disability in accordance with paragraph 4.6 of the Collection Agreement. A list of qualifying Residential Units will be maintained by and provided to the Contractor by the City. Approximately five (5) Residential Units currently qualify for this service.

EXHIBIT F**Insurance Coverage Requirements**

(Please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

Exhibit A: SWORRE Pricing Sheet**Required Services: Curbside Solid Waste & Recycling Collection**

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Bellbrook (2684 RU) Brookville (2,323 RU) Miamisburg (7,047 RU)	Year 1-3 = \$ <u>14.76</u> *	Year 1-5 = \$ <u>16.39</u> *
	Ext. Year 1 = \$ <u>15.72</u> *	
[Total RU = (12,054)]	Ext. Year 2 = \$ <u>16.74</u> *	

* No Fees on Recyclable Materials

Per RU per month surcharge for Recyclables Collection Service with a 64 gallon rolling cart	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Bellbrook (2684 RU) Brookville (2,323 RU) Miamisburg (7,047 RU)	Year 1-3 = \$ <u>4.25</u>	Year 1-5 = \$ <u>4.72</u>
	Ext. Year 1 = \$ <u>4.25</u>	
[Total RU = (12,054)]	Ext. Year 2 = \$ <u>4.25</u>	

The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Montgomery County Solid Waste Management District (Brookville, Miamisburg, West Carrollton) is \$0.25; and for the Greene Solid Waste Management District (Bellbrook) is \$0.83

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Provision of an open top roll-off container of up to forty (40) yards capacity for a single event (over and above the roll-off containers provided per the agreement) (2)	Year 1-3 = \$ <u>450.00</u> Ext. Year 1 = \$ <u>479.25</u> Ext. Year 2 = \$ <u>510.40</u>	Year 1-5 = \$ <u>500.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement) (2)	Year 1-3 = \$ <u>450.00</u> Ext. Year 1 = \$ <u>479.25</u> Ext. Year 2 = \$ <u>510.40</u>	Year 1-5 = \$ <u>500.00</u>
Per pull charge for each additional pull of a dumpster of up to eight (8) yards capacity (over and above the specified number of pulls provided per the agreement)	Year 1-3 = \$ <u>84.59</u> Ext. Year 1 = \$ <u>90.09</u> Ext. Year 2 = \$ <u>95.95</u>	Year 1-5 = \$ <u>93.93</u>

(2) The communities recognize that there may be instances where a thirty (30) cubic yard roll-off container is more appropriate for a single event than a forty (40) cubic yard container. The communities will contact the selected hauler in the event they believe a smaller roll-off container is appropriate.

Rumpke Waste & Recycling

SOUTHWEST OHIO REGIONAL REFUSE CONSORTIUM CITIES OF BELLBROOK, BROOKVILLE & MIAMISBURG ALTERNATE BID FORM – ATTACHMENT #1

SWORRE Alternate Bid				
Unlimited Solid Waste Collection Service *				
Year 1	Year 2	Year 3	Year 4	Year 5
\$12.73	\$13.55	\$14.43	\$15.37	\$16.37
Weekly Recycling Collection Service				
Year 1	Year 2	Year 3	Year 4	Year 5
\$3.66	\$3.90	\$4.15	\$4.42	\$4.71
Per RU per month for individual residential unit rent (95-gal, 65-gal, 32-gal)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Per RU per month surcharge for residential billing services				
Year 1	Year 2	Year 3	Year 4	Year 5
\$2.65	\$2.82	\$3.00	\$3.20	\$3.40
Per unit charge for provision of cardboard trash receptacles				
Year 1	Year 2	Year 3	Year 4	Year 5
\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Per appliance surcharge for CFC removal				
Year 1	Year 2	Year 3	Year 4	Year 5
\$152.50	\$162.41	\$172.97	\$184.21	\$196.18
Provision of an open top roll-off up to 40YDs for a single event (above the containers provided per agreement)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$388.00	\$413.22	\$440.08	\$468.69	\$499.15
Per pull charge for each additional pull up to 40YDs (above the specified pulled per agreement)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$388.00	\$413.22	\$440.08	\$468.69	\$499.15
Per pull charge for additional pull of a dumpster up to 8YDs (above agreement amount)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$72.92	\$77.66	\$82.71	\$88.09	\$93.82

* See Clarifications Page



www.rumpke.com | 1-800-828-8171



6.2 Deductions from Contractor's Invoice for Non-performance.

- A. If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City/Village may withhold payment as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length).
- B. In the event the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may withhold payment of one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City/Village. The remedies available pursuant to this section are in addition to any other remedies available to the City/Village pursuant to this Collection Agreement, and the City/Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City/Village of the right to exercise any remedy in response to subsequent failures to perform.

Rumpke notes its exception to this provision. While Rumpke prides itself of providing the highest levels of service in the industry, given the effects of the pandemic and workforces issues, Rumpke is no longer agreeable to defined service penalties. We are confident that mutually agreeable language can be negotiated to resolve this issue and Rumpke's submission is conditioned upon such mutually agreeable resolution.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.2 **Surety or City/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor shall be liable to the City/Village for the additional costs incurred by the City/Village to cover the performance of the Contractor's obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. The Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.

Rumpke notes its exception to this provision on the grounds that it is too restrictive, 20 complaints per month is low for a

Rumpke Waste & Recycling

Rumpke notes its exception to this provision on the grounds that it is overly excessive. We are confident that mutually agreeable language can be negotiated to resolve this issue, and Rumpke's submission is conditioned upon such mutually agreeable resolution.



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File Attachments for Item:

C. Resolution 2022-R-27 AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF BELLBROOK (Cyphers)

RECORD OF RESOLUTIONS

Item C. Section 10, Item

Resolution No. 2022-R-27

August 22, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-27

AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF BELLBROOK

WHEREAS, the City of Bellbrook has adopted Ordinance 2021-10 establishing appropriations for the 2022 budget; and

WHEREAS, the 2022 budget requires the transfer of monies among various funds to maintain operations of various departments within the City; and

WHEREAS, the Ohio Revised Code Section 5705.14 requires transfers of funds to be approved by City Council.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to transfer certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such transfers necessary and effected after January 1, 2022.

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 22nd day of August, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2022-R-27

Exhibit A

Amount	From Fund	To Fund	Purpose
\$10,000	100.12 General - Admin	100.15 General – Comm. Env	Property Abatement Costs

File Attachments for Item:

D. Resolution No. 2022-R-28 AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION AND INSTALLATION OF STORM DRAIN IMPROVEMENTS (Greenwood)

RECORD OF RESOLUTIONS

Item D. Section 10, Item

Resolution No. 2022-R-28

August 22, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-28

AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION AND INSTALLATION OF STORM DRAIN IMPROVEMENTS

WHEREAS, the Bellbrook City Council previously authorized a Request for Proposal (RFP) process to identify a potential contractor to construct and install storm drain improvements to Lower Hillside Drive; and

WHEREAS, on July 25, 2022, the City invited through public advertisement qualified firms to submit bids to provide such services on the terms and conditions contained herein; and

WHEREAS, following the official opening of the bids on August 17, 2022, it was determined that the Contractor is qualified to provide the construction and installation services to the City; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute an Agreement for the services identified within the RFP.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to enter into an agreement with Outdoor Enterprise for construction and installation of storm drain improvements as designed in the RFP within the City of Bellbrook as substantially set forth in Exhibit A at a cost not to exceed \$232,250.00

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 _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council



City of Bellbrook

15 East Franklin Street

Bellbrook, Ohio 45305

T (937) 848-4666

F (937) 848-5190

www.cityofbellbrook.org

**REQUEST FOR PROPOSALS
And
INSTRUCTIONS
RFP 2022-02**

**City of Bellbrook
Lower Hillside Drive Drainage Improvements**

The City of Bellbrook, a municipal corporation, is seeking bids from qualified firms for the construction and installation of drainage improvements to the storm water system.

Attached to this RFP are the listed Instructions for Bidders/Offerors in the first ten (10) pages of this document. All potential bidders must thoroughly review and certify their understanding of the Instructions and this RFP process.


GENERAL INSTRUCTIONS TO BIDDERS/OFFERORS

For the purposes of this Document, the terms “Bid” and Proposal” have the same meaning, and the terms “Bidder, Offeror, Contractor, Vendor” are intended to mean the company or firm who is the respondent Bidder for this RFP.

- 📌 The following instructions are to be considered an integral part of this proposal. Unless otherwise requested, three (3) complete copies of the written proposal need be submitted. The person signing the bid/proposal form must initial any changes or corrections made to this proposal.
- 📌 No proposal may be withdrawn or modified in any way after the bid/proposal-opening deadline. ***Quotes must remain valid for ninety (90) days after the quote date.*** Quotes submitted with a less than ninety (90) day validity will be found non-responsive and will not be considered.
- 📌 All bids/proposals must be a final cost.
- 📌 Bids/Proposals will be received no later than **4:00pm August 12, 2022** at the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305 at which time they will be opened and publicly read aloud. Bids/proposals received after the above date and time, or in any other location other than the City of Bellbrook City Hall as noted above will not be considered.
- 📌 A Request for Proposal packet may be obtained from the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305 or from www.cityofbellbrook.org
- 📌 If descriptive literature is attached to the bid/proposal, bidder’s name must appear on all sheets.
- 📌 A cover letter must be attached in the form of a standard business letter containing the Contractor’s name, address and telephone number and must be signed with an original signature, in ink, by an individual authorized to legally bind the Contractor. The letter must contain the following information:
 - A statement describing the Contractor’s legal structure (e.g. corporation, partnership) and providing federal tax identification number and principle place of business.
 - A statement that the person signing the quote certifies that he or she is the person in the Contractor’s organization who has actual authority to make decisions as to matters relating to this RFP and to bind the Contractor.
 - A statement that the quote meets the minimum qualifications set forth in this RFP and accepts all requirements and terms and conditions contained in this RFP.
 - A statement that the Contractor does not discriminate in its employment

practice with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability


- A statement that no attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a quote.
- A statement that indicates whether the Contractor or any of its agents has a possible conflict of interest with any city employee involved in the RFP and any ensuing Contract(s) or any other conflict of interest and, if so, an explanation of the conflict must be given.


 **Communication:** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidder's responsibility to seek clarification immediately from the City of Bellbrook **No later than close of business on August 10, 2022** unless otherwise stated in the documents.


All questions shall be submitted in writing or via e-mail to the attention of Ryan Pasley at r.pasley@cityofbellbrook.org. If mailed, the address is as follows: City of Bellbrook ATTN: RFP 2022-02, 15 E. Franklin Street Bellbrook, Ohio 45305. Answer(s) to all questions will be answered after the deadline for questions has expired, and posted to the City's web site, if applicable and feasible.


It shall be the bidder's responsibility to check the City's website (www.cityofbellbrook.org) for any and all addendums or modifications.

Under no circumstances should respondents contact City personnel or officials outside of the opportunity provided herein.

 **Proprietary Information:** Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The City cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Records Laws of Ohio.


 Any variation from the specifications must be clearly stated by the bidder in writing and submitted with his/her proposal.

 The apparent silence of any specifications or any supplement specifications to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.

 The following bid shall be awarded to one bidder based on the specifications as provided for in Chapter 240 of the Bellbrook Code of Ordinances so the City can determine the "lowest and/or best bidder". An award shall be made to one

City of Bellbrook
Request for Proposal Book

vendor for the total bid. Unit prices and extensions will be verified, and total checked. Unit price extension and net total must be shown. Unit price shall prevail unless otherwise stated in the proposal.


 The process and description for opening, tabulating and awarding responses to RFP/bids is as follows:

(a) In the case of sealed competitive bids, the bids shall be opened and tabulated publicly by the City Manager. An investigation of the responsibility of the bidders and the responsiveness of the bid shall be made as the City Manager deems necessary. The City Manager shall determine the lowest and/or best bidder. The City may reject all bids if it determines that it is in the best interest of the City to do so.

(b) In the case of competitive proposals, the responses shall be opened publicly by the City Manager. The City may discuss the responses with the proposers to clarify responses and to obtain information needed by the City to determine the lowest and/or best proposal. An investigation of the responsibility of the proposers and the responsiveness of the proposal shall be made as the City Manager deems necessary. The City Manager shall determine the lowest and/or best proposal. The City may reject all proposals if it determines that it is in the best interest of the City to do so.

(c) In the case of two-step competitive proposals (RFQ/RFP), the technical responses shall be opened publicly by the City Manager. The City may discuss the responses with the proposers to clarify responses and to obtain information needed by the City to determine qualified proposers. An investigation of the responsibility of the proposers and the responsiveness of the proposal shall be made as the City Manager deems necessary.

The City Manager shall determine the qualified proposers. The qualified proposers shall then be invited to submit price proposals which shall be opened publicly by the City Manager. The City may discuss responses with the proposers to clarify responses and to obtain information needed by the City to determine the lowest and/or best proposal. If appropriate, the City may request best and final offers. The City Manager shall then determine the lowest and best proposal. The City may reject all proposals if it determines that is in the best interest of the City to do so.

 *The City of Bellbrook reserves the right to accept, reject or waive any irregularities in the proposal and/or any and all bids received for the work contemplated herein and to accept or reject any or all proposals and/or bids. The proposal and/or bids will be compared on the basis of the total cost of the project and the award will be made to the lowest and/or best bidder (or bidders), provided the proposal and/or bid is reasonable and is in the best interest of the City (owner) to accept. In determining the lowest and best bid the City (owner), in its sole discretion, may consider factors, including but not limited to, the bidder's work history, (including work done under other names), experience, conduct and performance on previous contracts, management skills, ability to execute the contract properly, customer satisfaction, work on comparable projects, ability to timely complete the work in accordance with the contract*

documents, the Bidder's financial condition and facilities, and the Bidder's compliance with federal, state, and local laws, rules, and regulations, (including but not limited to the Prevailing Wage Laws, Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as may be applicable).

👉 The City desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualifying a bid. Each bidder shall state a definite time and avoid using terms such as "ASAP" or "approximately so many days".

👉 **Insurance:** The Contractor will maintain the following insurance from insurer(s) rated A- or better by A.M. Best in amounts sufficient to protect the Contractor and Owner from claims under Workers Compensation Acts and any other claims for property damage and/or bodily injury, including death, which may arise from the performance of the Work under this Subcontract, whether the Work is performed by the Subcontractor, its subcontractor, or anyone directly or indirectly employed by either of them.

Limits of coverage to be as follows:

(a)	Workers' Compensation	Statutory
	Employers Liability/Ohio Stop Gap	\$ 1,000,000
(b)	Commercial General Liability:	
	Bodily injury/property damage per occurrence	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products/Completed Operations Aggregate	\$ 2,000,000
(c)	Commercial Automobile Liability:	
	Combined Single Limit (including Owned, Hired, and Non-Owned Autos)	\$1,000,000
(d)	Excess/Umbrella Liability (over Employer's Liability, General Liability, and Auto)	\$ 1,000,000


Liability policy requirements. The General Liability policy must be written on the current edition of ISO form CG 00 01 or equivalent. The policy shall have no modifications limiting coverage for contractual liability, damage to work performed by subcontractors, residential construction, earth movement, explosion, collapse, or underground damage. The policy shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects. The Owner (including its officers, directors and employees) shall be named as Additional Insured on the General Liability policy on ISO form CG 20 10 11 85 or its equivalent, affording coverage to Additional Insured(s) for claims arising out of both ongoing and completed operations. Owner shall also receive coverage as an additional insured Contractor's Auto Liability policy. Contractor's policies shall be primary insurance as respects


Owner, and any other insurance policy that Owner may have in effect shall be deemed excess and not contributory. The General Liability policy affording coverage to Owner as Additional Insured must be maintained for three (3) years after completion of the project. If any of the Work is performed by subcontractors, Contractor shall be responsible for ensuring subcontractors comply with these insurance requirements, and extend coverage to both Contractor and Owner as additionally insured.


Installation Floater. Contractor shall purchase and maintain an Installation Floater, covering loss or damage to materials and/or equipment suffered during the course of the Work. This insurance shall include the interests of the Owner, Contractor and any Subcontractors. The policy shall be written on special form and shall cover all materials specified for the job, whether onsite, offsite or in transit.

The Contractor will submit to the Owner certificates of insurance (including a certificate of compliance from the Ohio Bureau of Workers' Compensation for Ohio subcontractors) certifying that the insurance policies required by this agreement are in force and shall be maintained for the duration of the Project. Contractor shall also provide copies of additional insured endorsement(s) as required herein. Full copies of policies shall be provided upon Owner's request. Certificates shall reflect Owner's status as an additional insured and shall provide that Owner is to be provided thirty (30) days advance written notice in the case of cancellation or nonrenewal of the required policies (10 days if cancelled due to nonpayment of premium).

Until said certificate of insurance is properly executed and delivered to the City, the Contractor shall not move its equipment or laborers onto the premises or begin performance of the work specified under an awarded agreement. If the Contractor fails to provide the required insurance, the City of Bellbrook shall have the right to disqualify the Contractor. **Proof of insurance should be included in the submitted bid documents.**

 **References:** Contractor must provide five (5) references of customers with successful implementations of similar size and scope with work performed within the past five (5) years. Please include name, address, contact and phone number. If sub-contractors or business partners will be used in conjunction with the installation or maintenance of this project, please provide references as stipulated above. **References should be included in bid documents**

 **Inspection:** It is understood within this agreement that any problems such as equipment failure, unspecified maintenance, lack of performance and any other conditions outlined in the scope of service not performed by the Contractor will be under immediate review by the City of Bellbrook.

 **License and Permits:** It shall be the responsibility of the successful bidder to obtain all licenses and permits required to perform this service at no additional cost to the City of Bellbrook.

- 🦉 **Timeline:** Provide an estimated, standard timeline for installation, implementation and creative design services. **Timeline should be included in bid documents.**
- 🦉 **Configuration and Pricing:** Bidder must itemize all charges for individually identifiable components of the proposed system, including all associated installation, programming and training if applicable. Bidder must include charges for all components required to connect any applicable applications.

RFP Checklist:

Please review and check off these 10 most important items to consider when responding to an RFP for the City of Bellbrook:

	Read the <u>entire</u> document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
	Note the procedures for communication with the City during the RFP process. All communication during the RFP process must be in writing. Offerors should not contact City personnel or officials outside of the opportunity provided in the document.
	Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
	Take advantage of the “question and answer” period. Submit your questions by the due date listed and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
	Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
	Provide complete answers/descriptions. Read and answer all questions and requirements. Don’t assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City of Bellbrook. The proposals are evaluated based solely on the information and materials provided in your response.
	Use the forms provided, if any. e.g., bidders submittal page, reference forms, attachment forms, etc.

	Before submitting your response , check the City's website at: www.cityofbellbrook.org/Pages/Bids to see whether any addenda were issued for the RFP.
	Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluating staff members and will be used to score your response.
	Submit your response on time. Note all the dates and times listed in the RFP and be sure to submit all required items on time. Late proposal responses are <i>never</i> accepted.

Please Note:

All potential contractors are strongly urged to submit supporting documentation as to their qualifications to perform the Scope of Work.

Certificate of Insurance, Reference List and Timeline must be attached.

If additional comments or conditions are desired, please attach a separate sheet providing details.

Include all proposed equipment specifications; showing manufacturer name, model, etc. depicting unit specifications and other pertinent information.

Certification:

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal, and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

 Signature

 Date

 Print Name

 Title

 Email Address

 Phone

 Company Name

City of Bellbrook
Request for Proposal Book

City of Bellbrook Request for Proposals

RFP 2022-02

Advertised as: Lower Hillside Drive Drainage Improvements

Release Date: July 25, 2022

Closing Date: August 12, 2022

1. General Information

- 1.1. The City of Bellbrook invites qualified firms to submit proposals for the construction and installation of drainage improvements as designed in the attached project construction documents. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposals." The Contract that will result from this "Request for Proposals" will include what is indicated in Section 4 "Scope of Work" of this RFP.
- 1.2. A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Offeror, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Contractors who submit a Proposal and were short listed.
- 1.4. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between the City of Bellbrook and the Contractor selected.
- 1.5. There is no expressed or implied intent or obligation for the City of Bellbrook to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews in response to this Request for Proposals.
- 1.6. The City of Bellbrook shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2. Contact Person/Communication

- 2.1. Until the receipt and opening of proposals, the proposers' principal contact with the City of Bellbrook will be as listed below. All questions are to be submitted in writing and potential Bidders will receive copies of all questions and answers except for the questions that are considered proprietary. Questions will only be received through August 10, 2022

Ryan Pasley
 City of Bellbrook
 15 E. Franklin St.
 Bellbrook, Ohio 45305
 Email: r.pasley@cityofbellbrook.org

2.2. All contacts and communication regarding the proposal should be with the above named individual only. Bidders contacting other City Staff or Officials may be disqualified for doing so.

3. Background Information

The City of Bellbrook a municipal corporation, The City of Bellbrook, a municipal corporation, is seeking bids from qualified firms for the construction and installation of drainage improvements to the storm water system on Lower Hillside Drive. The area has a history of flooded roadways, often times having surface water flood onto the property of adjacent homeowners. There is existing storm drains that have been determined to be inadequate and the design of this project is intended to increase the collection and flow of surface storm water.

4. Scope of Work

4.1. The following is a list of provisions and requirements falling under the expected Scope of Work:

- a) Construction and installation of drainage improvements in accordance to the Construction Documents contained herein as Attachment

5. RFP Requirements:

5.1. Submitting RFP Proposal packages:

- a) Offeror will submit a comprehensive and thorough written plan for installation of the draining improvements as detailed in the Construction Documents as referenced in Attachment A. Pricing must be listed on the proposal, and no sales tax should be included.

6. Evaluation of Proposals and Required Information

6.1. Proposals submitted will be evaluated by the City Review and Selection Committee.

6.2. The Committee may call for oral interviews. The City reserves the right to retain all proposals submitted and use and idea in a proposal regardless of whether or not said proposal is selected.

6.3. The evaluation factors considered in the selection process will weigh heavily into the City's decision making process. These evaluation requirements are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements.

7. Right to Reject Proposals

- 7.1. Submission of proposals indicates acceptance by the Offering Firm of the Conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent Agreement between the City of Bellbrook and the selected firm.
- 7.2. The City of Bellbrook reserves the right to reject any or all proposals and to award to the proposer the City determines to be most qualified and whose award of the contract will be in the best interests of the City.
- 7.3. Late proposals will not be accepted. Offerors are held responsible that their proposals arrive at the City of Bellbrook on or before the designated date and time.

8. Withdrawal of Proposals

- 8.1. Requests to withdraw proposals received after the date and time set for bid opening will not be considered. Only requests to withdraw proposals prior to that date and time will be considered.

9. Contract Termination

- 9.1. The City of Bellbrook reserves the right to terminate any subsequent Agreement or Contract as a result of this RFP if the Contractor does not perform as required by the Terms and Conditions therein.

*** END OF DOCUMENT ***

LOWER HILLSIDE DRIVE DRAINAGE IMPROVEMENTS

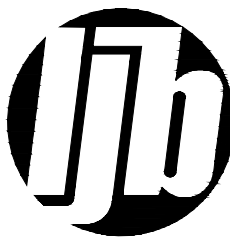
CITY OF BELLBROOK
15 EAST FRANKLIN STREET
BELLBROOK, OHIO 45305

LEGEND : LINSTYLES & SYMBOLS

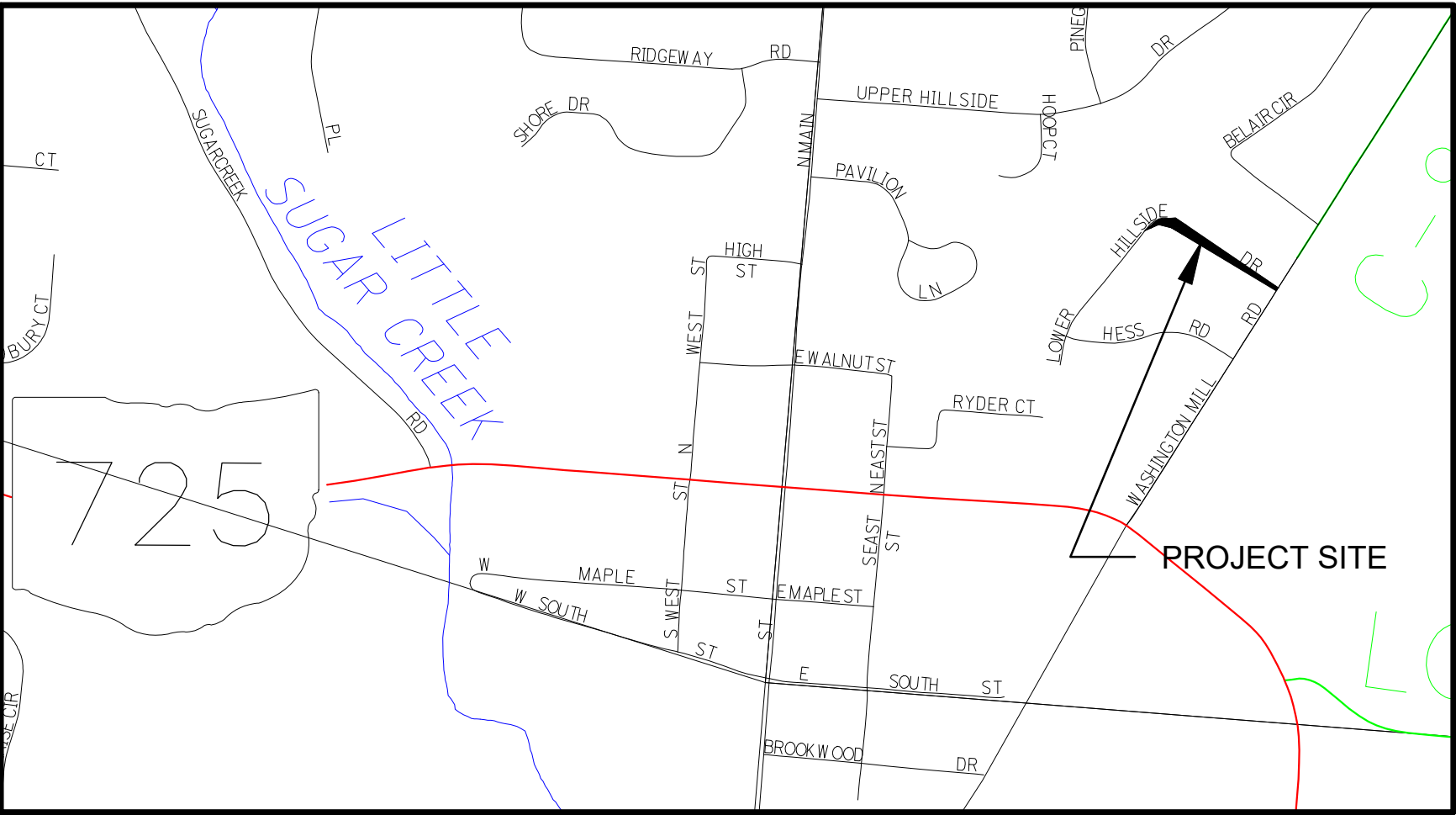
	EX. TELEPHONE/POWER POLE	— — — — G — —	EX. GAS LINE
	EX. ELECTRICAL BOX	— — — — E — —	EX. ELECTRIC LINE
	EX. COMMUNICATION BOX	-----	EX. STORM LINE
	EX. TV BOX	— — — — SAN — —	EX. SANITARY LINE
	EX. TELEPHONE MARKER	— — — — T — —	EX. COMMUNICATION LINE
	EX. FIRE HYDRANT	— — — — FO+ —	EX. FIBER OPTIC LINE
	EX. WATER VALVE	— — — — W — —	EX. WATER LINE
	EX. WATER METER	— — — — OH-E — —	EX. OVERHEAD POWER
	EX. GAS VALVE	— — — — SW — —	EX. SEWER EASEMENT
	EX. GAS MARKER	— — — — R/W — —	EX. RIGHT OF WAY LINE
	EX. ELECTRICAL MARKER	— — — — SH — —	EX. STD. HIGHWAY EASEMENT
	EX. CATCH BASIN	— — — — U — —	EX. UTILITY EASEMENT
	EX. YARD DRAIN	— — — — P — —	EX. PROPERTY LINE
	EX. CURB INLET	— — — — — — —	PROP. DITCH LINE
	EX. STORM MANHOLE		
	EX. CLEAN OUT		
	EX. SANITARY MANHOLE		
	EX. ELECTRICAL TRANSFORMER		
	EX. MAILBOX		
	EX. MONUMENT BOX		

Tree (Pr)		Tree (Ex)		Shrub (Ex)	
Tree (Remove)		Shrub (Remove)			
Evergreen (Ex)		Stump			
Evergreen (Remove)		Stump (Remove)			

PROJECT TEAM



LJB Inc.
2500 Newmark Drive
Miamisburg, OH 45342
(937) 259-5000 tel
(937) 259-5100 fax
LJBinc.com



VICINITY MAP
NOT TO SCALE



UNDERGROUND UTILITIES

CONTACT BOTH SERVICES
CALL TWO WORKING DAYS
BEFORE YOU DIG

CALL
1-800-362-2764
(TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

OIL & GAS PRODUCERS UNDERGROUND
PROTECTION SERVICE CALL: 1-800-925-0988

CITY OF BELLBROOK

ROB SCHOMMER, CITY MANAGER
RYAN PASLEY, SERVICE DIRECTOR

DRAWING INDEX

GENERAL INFORMATION

G101	TITLE SHEET
G102	GENERAL NOTES
G103	GENERAL NOTES
G104	MOT GENERAL NOTES

CIVIL

C101	PLAN AND PROFILE STA. 10+00 TO STA. 14+00
C102	PLAN AND PROFILE STA. 14+00 TO STA. 17+00

NOTE:
THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THIS PLAN
ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS.
IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT
THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES
PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION
SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO
THESE FACILITIES CAUSED BY HIS WORK FORCE.

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RELEASES / REVISIONS

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DATE: 06/22/2022

JOB NUMBER	DATE
0122832A.00	06/21/2022

SHEET NUMBER
G101

UTILITIES

GAS

CENTERPOINT ENERGY
6500 CLYO ROAD
CENTERVILLE, OHIO 45459

JEFFREY PIKE
(937) 312-2539

TELECOMMUNICATIONS

AT&T
3233 WOODMAN DRIVE
DAYTON, OHIO 45420

ALAN STUTES

WATER

CITY OF BELLBROOK
29 NORTH WEST STREET
BELLBROOK, OHIO 45305

RYAN PASLEY
(937) 848-8415

SANITARY

GREENE COUNTY SANITARY ENGINEERING
667 DAYTON-XENIA ROAD
XENIA, OHIO 45385

MARISSA RAGLIN
(937) 562-7461

SURVEY PARAMETERS

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING. SEE THIS SHEET FOR FOR A TABLE CONTAINING PROJECT CONTROL INFORMATION. USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITIONING, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL
POSITIONING METHOD: ODOT VRS
MONUMENT TYPE: IRON PIN W/LJB CAP & MAG NAIL

VERTICAL POSITIONING
ORTOMETRIC HEIGHT DATUM: NAVD88
GEOID: GEOID18 (CONUS)

HORIZONTAL POSITIONING
REFERENCE FRAME: NAD83 (2011)
ELLIPSOID: GRS80
MAP PROJECTION: LAMBERT CONFORMAL CONIC
COORDINATE SYSTEM: OHIO STATE PLANE SOUTH 3402
COMBINED SCALE FACTOR: 1.00008588 (GRID TO GROUND)
BASE POINT FOR SCALE FACTOR: 600545.869, 1527994.529

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH CMS 623. UNITS ARE IN U.S. SURVEY FEET.

PROJECT CONTROL						
NAME	GRID		GROUND		ELEVATION	DESCRIPTION
	NORTHING	EASTING	NORTHING	EASTING		
1	600543.88	1528152.62	600543.88	1528152.63	767.72	IRON PIN W/LJB CAP
2	600385.40	1528018.73	600385.39	1528018.73	769.46	IRON PIN W/LJB CAP
3	600784.80	1527616.37	600784.82	1527616.34	768.22	MAG NAIL
4	600615.90	1527942.87	600615.91	1527942.87	770.26	MAG NAIL
5	600711.67	1527747.33	600711.69	1527747.31	768.34	MAG NAIL

CONSTRUCTION ACTIVITIES

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 8 AM AND 8 PM. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

ITEM 638 - WATER WORKS MISC: WATER MAIN LOWERING

ALL MATERIAL AND LABOR ASSOCIATED WITH LOWERING THE 6" WATER MAIN UNDERNEATH THE PROPOSED 24" STORM SEWER SHALL IN INCLUDED IN THIS ITEM. THIS CONSISTS OF, BUT ISN'T LIMITED TO, PIPE REMOVAL, VALVES, FITTINGS AND/OR BENDS, AS WELL AS ANY FULL DEPTH PAVEMENT RESTORATION NEEDED TO RETURN LOWER HILLSIDE DRIVE/WASHINGTON MILL ROAD TO IT'S ORIGINAL CONDITION.

THIS ITEM SHALL STRICTLY FOLLOW CITY OF BELLBROOK STANDARDS FOR WATER MAIN INSTALLATION.

PAVEMENT BUILD-UP

THE FOLLOWING PAVEMENT BUILD-UPS ARE TO BE FOLLOWED WHEN PERFORMING FULL DEPTH ASPHALT REPAIR AND MILL AND OVERLAY, RESPECTIVELY:

FULL DEPTH
ITEM 441 - 1.50" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22
ITEM 407 - TACK COAT (APPLIED AT 0.055 GAL/SY)
ITEM 441 - 2.75" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)
ITEM 304 - 9" AGGREGATE BASE
ITEM 202 - PAVEMENT REMOVED

MILL AND OVERLAY
ITEM 441 - 1.50" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22
ITEM 407 - TACK COAT (APPLIED AT 0.085 GAL/SY)
ITEM 254 - PAVEMENT PLANING, ASPHALT CONCRETE (T = 1.50")

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, NOTIFY THE ENGINEER BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, NOTIFY THE ENGINEER BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE IS INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM

SEEDING AND MULCHING

THE FOLLOWING QUANTITIES ARE PROVIDED TO PROMOTE GROWTH AND CARE OF PERMANENT SEEDED AREAS:

ITEM 659, TOPSOIL	7 CY
ITEM 659, SEEDING AND MULCHING	62 SY
ITEM 659, REPAIR SEEDING AND MULCHING	4 SY
ITEM 659, INTER-SEEDING	4 SY
ITEM 659, COMMERCIAL FERTILIZER	0.01 TON
ITEM 659, LIME	0.02 ACRES
ITEM 659, WATER	1 M GAL

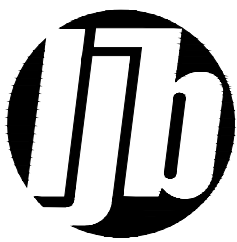
APPLY SEEDING AND MULCHING S TO ALL AREAS OF EXPOSED SOIL BETWEEN THE RIGHT-OF-WAY LINES AND WITHIN THE CONSTRUCTION LIMITS FOR AREAS OUTSIDE THE RIGHT-OF-WAY LINES COVERED BY WORK AGREEMENT OR SLOPE EASEMENT. QUANTITY CALCULATIONS FOR SEEDING AND MULCHING ARE BASED ON THESE LIMITS.

REVIEW OF DRAINAGE FACILITIES

PRIOR TO THE START OF WORK AND AGAIN BEFORE FINAL ACCEPTANCE, PERFORM AN INSPECTION, WITH REPRESENTATIVES OF CITY AND CONTRACTOR, OF ALL EXISTING DRAINAGE FACILITIES THAT ARE TO REMAIN IN SERVICE WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES IS DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION ARE MAINTAINED BY THE DEPARTMENT.

CONFIRM ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE-MENTIONED PARTIES ARE MAINTAINED AND LEFT IN A CONDITION COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. THE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY CHANGE IN THE CONDITION RESULTING FROM THEIR OPERATIONS AS DIRECTED AND APPROVED BY THE ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE IS INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEMS



LJB Inc.
2500 Newmark Drive
Miamisburg, OH 45342
(937) 259-5000 tel
(937) 259-5100 fax
LJBInc.com

CITY OF BELLBROOK

15 E. FRANKLIN STREET
BELLBROOK, OHIO 45305



LOWER HILLSIDE DRIVE
DRAINAGE IMPROVEMENTS

BELLBROOK, OHIO

REV	DATE	RELEASED FOR
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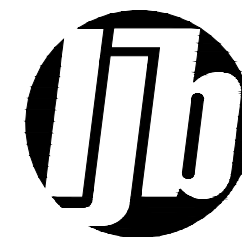
DESIGNED	BMG	JOB NUMBER	0122164A.00
DRAWN	BMG	DATE	06/21/2022
CHECKED	MAG		

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

G102



STORM SEWER PIPE

ALL STORM SEWER PIPE SHALL HAVE A MINIMUM DIAMETER OF 12", UNLESS OTHERWISE SHOWN. STORM SEWER PIPE WITH A DIAMETER LESS THAN 12" SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.

ALL PIPE MATERIALS SHALL BE INSTALLED PER MANUFACTURERS
RECOMMENDATIONS FOR DEPTH

PIPE MATERIAL GREATER THAN 2' OF COVER

ODOT CMS NUMBER

REINFORCED CONCRETE PIPE	706.02
REINFORCED CONCRETE ELLIPTICAL PIPE	706.04
CORRUGATED POLYETHYLENE SMOOTH-LINED PIPE (N-12)	707.33
POLYVINYL CHLORIDE PLASTIC PIPE (NON-PERFORATED)	707.41
POLYPROPYLENE (HD-ADS) DOUBLE WALL 12"-30"	707.65

PIPE MATERIAL LESS THAN 2' OF COVER

REINFORCED CONCRETE PIPE	706.02
REINFORCED CONCRETE ELLIPTICAL PIPE	706.04

THE CITY RESERVES THE RIGHT TO REJECT THE TYPE OF PIPE MATERIAL SUBMITTED, IF THEY SO CHOOSE.

STANDARD CONSTRUCTION DRAWING AND SUPPLEMENTAL SPECIFICATION LIST

ODOT CB-2-2C	REVISED 07/16/2021
ODOT BP-3.1	REVISED 01/21/2022
ODOT BP-5.1	REVISED 01/21/2022
ODOT HW-2.1 OR 2.2	REVISED 07/20/2018
ODOT MT-97.10	REVISED 04/19/2019
ODOT MT-101.60	REVISED 01/17/2020
ODOT SS 800	REVISED 05/02/2022
ODOT SS 832	REVISED 10/19/2018

PROJECT CENTERLINE COORDINATES - GROUND

NAME	NORTHING	EASTING	STATION	DESCRIPTION
POT	600815.03	1527614.34	10+00.00	
PI	600803.56	1527630.72	10+20.00	CB-2-2C
PI	600782.06	1527661.28	10+57.37	CB-2-2C
PI	600740.12	1527707.62	11+19.86	CB-2-2C
PI	600659.41	1527832.60	12+68.64	CB-2-2C
PI	600502.06	1528076.20	15+58.64	CB-2-2C
PI	600475.95	1528115.74	16+06.03	HW-2.1 OR 2.2
PI	600473.01	1528125.04	16+15.78	
PI	600462.18	1528135.00	16+30.49	
PI	600450.29	1528141.96	16+44.27	
PI	600431.09	1528147.46	16+64.24	
POT	600396.38	1528156.09	17+00.00	

CITY OF BELLBROOK

15 E. FRANKLIN STREET
BELLBROOK, OHIO 45305



LOWER HILLSIDE DRIVE DRAINAGE IMPROVEMENTS

BELLBROOK, OHIO

[illegible]

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DESIGNED	BMG	JOB NUMBER	0122164A.00
DRAWN	BMG	DATE	06/22/2022
CHECKED	MAG		

GENERAL NOTES

G103

ITEM 614 - MAINTAINING TRAFFIC

LOWER HILLSIDE DRIVE SHALL HAVE A MINIMUM OF ONE LANE OF TRAFFIC MAINTAINED AT ALL TIMES DURING CONSTRUCTION BY USE OF THE EXISTING PAVEMENT.

WASHINGTON MILL ROAD SHALL BE CLOSED FOR NO LONGER THAN 48 HOURS (OR AS APPROVED BY THE ENGINEER) TO INSTALL THE PROPOSED 24" STORM SEWER ACROSS WASHINGTON MILL ROAD. LOWER HILLSIDE DRIVE IS TO BE USED AS A LOCAL DETOUR ROUTE FOR THE DURATION OF THE WASHINGTON MILL CLOSURE.

IT IS THE INTENT TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC. CLOSURES OR RESTRICTIONS IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

THE CONTRACTOR SHALL ERECT ROAD CLOSED (R11-2) SIGNS AND APPLICABLE ADVANCE WARNING SIGNS, PER ODOT SCD MT-101.60.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS ITEM 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

ITEM 614 - MAINTAINING TRAFFIC (NOTICE OF CLOSURE SIGNS)

NOTICE OF CLOSURE SIGNS SHALL BE ERECTED BY THE CONTRACTOR AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED ROAD CLOSURE. THE SIGNS SHALL BE ERECTED ON THE RIGHT-HAND SIDE OF THE ROAD FACING TRAFFIC. THEY SHALL BE PLACED SO AS NOT TO INTERFERE WITH THE VISIBILITY OF ANY OTHER TRAFFIC CONTROL SIGNS. ON ROADWAYS, THEY SHOULD BE ERECTED AT THE POINT OF CLOSURE. DURING THE TIME THAT TRAFFIC IS DETOURED, THE CONTRACTOR SHALL MAINTAIN SIGNS AS DESCRIBED BELOW. ONCE THE WORK REQUIRING A DETOUR HAS BEEN COMPLETED, OPEN THE ROAD TO TRAFFIC AND REMOVE THE DETOUR SIGNING, RETURNING TRAFFIC TO ITS NORMAL PATTERN.

DETOUR ROUTE

FOR STORM SEWER WORK PLANNED ACROSS WASHINGTON MILL ROAD, A LOCAL
DETOUR ROUTE IS ANTICIPATED.

VEHICLES TRAVELING NORTHEAST OR SOUTHWEST ON WASHINGTON MILL WILL BE
DETOURED VIA LOWER HILLSIDE DRIVE AND HESS ROAD.

ADVANCE WARNING SIGNS SHALL BE PLACED IN ACCORDANCE WITH ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS ITEM 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614, MAINTAINING TRAFFIC.

MAINTAINING DRIVEWAY ACCESS

MINIMIZE THE AMOUNT OF TIME ACCESS TO DRIVEWAYS IS RESTRICTED. STORM SEWER TRENCHES THAT CROSS DRIVEWAY ACCESSSES SHALL BE BROUGHT TO GRADE WITHIN A REASONABLE TIME FRAME OF STORM SEWER PIPE BEING INSTALLED. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR FIRE, POLICE, RECYCLING AND TRASH COLLECTION TO ALL RESIDENCES ALONG LOWER HILLSIDE DRIVE AND WASHINGTON MILL ROAD. THE CONTRACTOR SHALL NOTIFY RESIDENCES AT LEAST 48 HOURS PRIOR TO DRIVE CLOSURES. DRIVE ACCESS FOR EACH DRIVE SHALL BE MAINTAINED BETWEEN THE HOURS OF 8:30 PM AND 7:30 AM.

SEQUENCE OF CONSTRUCTION

WATER MAIN LOWERING TO OCCUR PRIOR TO STORM SEWER WORK COMMENCING.
CLOSE THE SOUTHBOUND LANE OF WASHINGTON MILL ROAD USING FLAGGERS, PER
ODOT SCD MT-97.10.

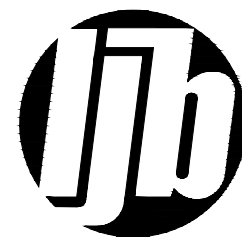
CLOSE WASHINGTON MILL ROAD, AS NECESSARY TO COMPLETE 24" STORM SEWER INSTALLATION (INCLUDING DOWNSTREAM HEADWALL, UPSTREAM CATCH BASIN, AND ASSOCIATED DITCH RE-GRADING). CLOSURE SHALL BE FOR A MAXIMUM OF 48 HOURS (OR AS APPROVED BY THE ENGINEER) AND DETOUR ROUTE SHALL FOLLOW ROUTE DESCRIBED ON THIS SHEET.

REPLACE ANY PAVEMENT MARKINGS DAMAGED/REMOVED ALONG WASHINGTON MILL ROAD PRIOR TO PERFORMING WORK ALONG LOWER HILLSIDE DRIVE.

PERFORM 1.50" OF PAVEMENT PLANING ALONG LOWER HILLSIDE DRIVE, TO THE LIMITS SHOWN ON THE PLANS, BEFORE PERFORMING SAW CUTTING FOR CONTINUED STORM SEWER INSTALLATION.

THE EDGE OF ONE-WAY ALONG LOWER HILLSIDE DRIVE SHALL BE A MINIMUM OF 6 FEET AWAY FROM EDGE OF THE STORM SEWER TRENCH AT ALL TIMES. STORM SEWER TRENCHES SHALL BE BROUGHT TO WITHIN 1.50" OF GRADE EACH NIGHT BEFORE OPENING LOWER HILLSIDE DRIVE TO TWO-WAY TRAFFIC.

AFTER ALL STORM SEWER, CATCH BASINS AND PROPOSED CURB HAVE BEEN
INSTALLED, COMPLETE ASPHALT PAVING WITH 1.50" OF SURFACE COURSE, WITHIN
THE RESURFACING LIMITS SHOWN IN THE PLANS.



CITY OF BELLBROOK

15 E. FRANKLIN STREET
BELLBROOK, OHIO 45305



LOWER HILLSIDE DRIVE DRAINAGE IMPROVEMENTS

BELLBROOK, OHIO

[illegible]

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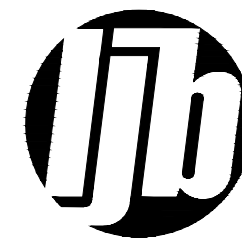
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DRAWN	BMG	DATE	06/21/2022
CHECKED	MAG		

SHEET TITLE

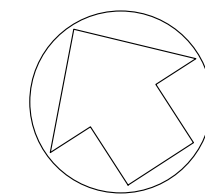
MOT GENERAL NOTES

SHEET NUMBER

G104



LJB Inc.
2500 Newmark Drive
Miamisburg, OH 45342
(937) 259-5000 tel.
(937) 259-5100 fax
LJBInc.com



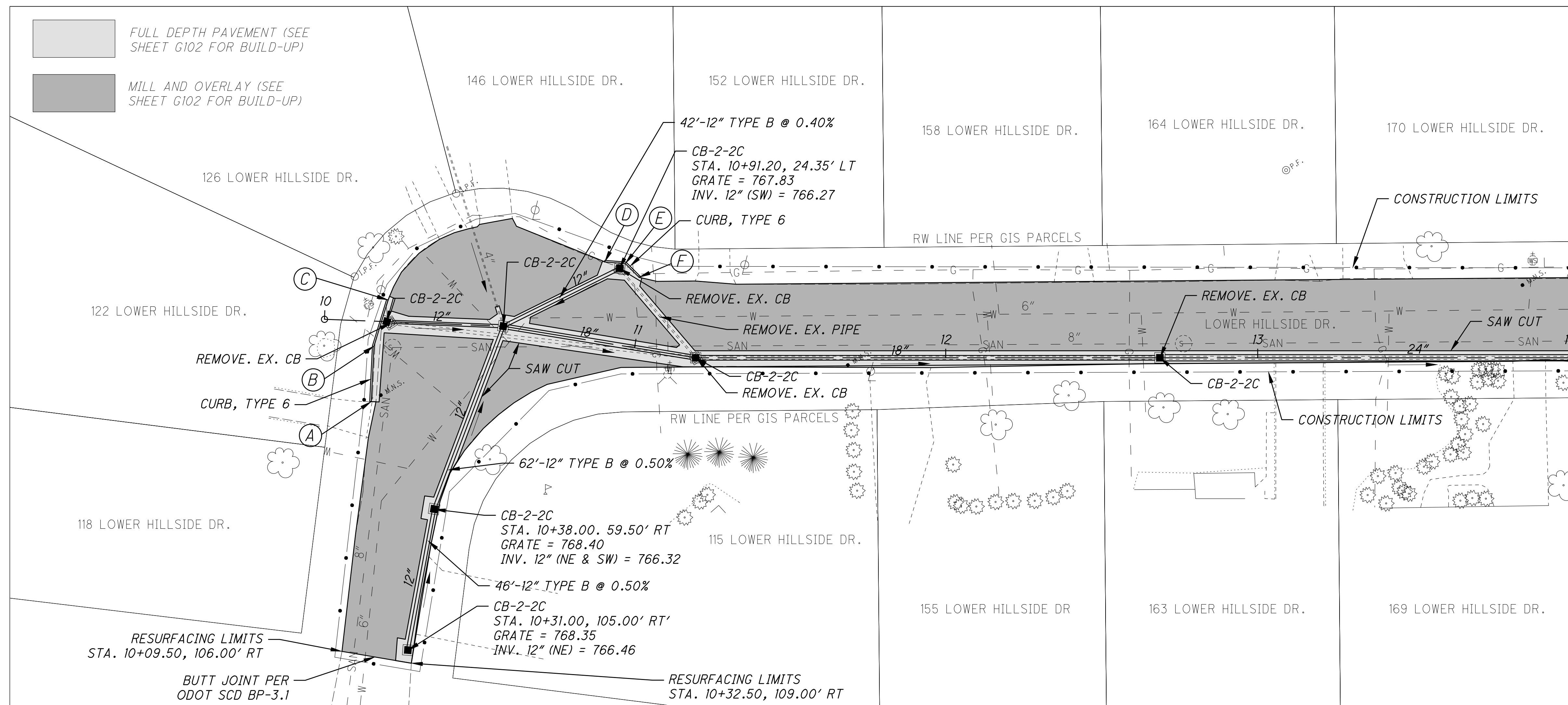
VERTICAL: 1"=5'
HORIZONTAL: 1"=20'
0 20 40
GRAPHIC SCALE

CITY OF BELLBROOK

15 E. FRANKLIN STREET
BELLBROOK, OHIO 45305

LOWER HILLSIDE DRIVE
DRAINAGE IMPROVEMENTS

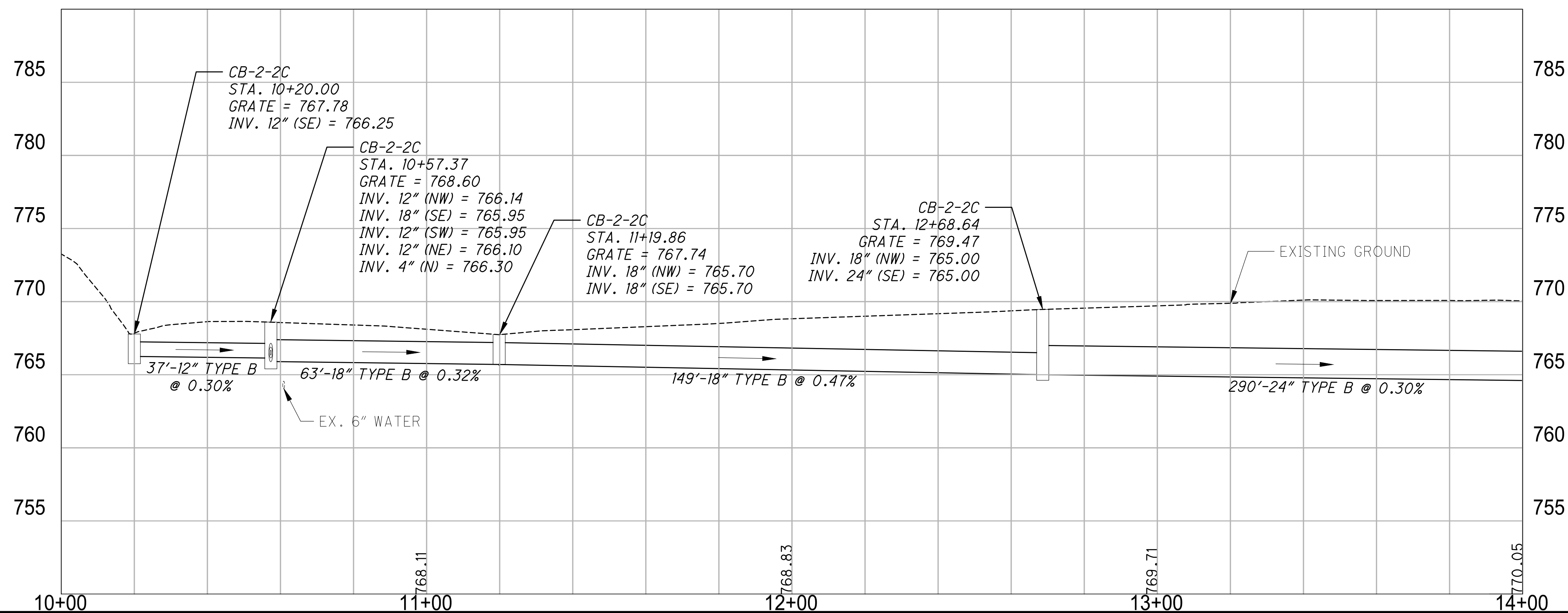
BELLBROOK, OHIO



MATCH LINE SEE SHEET C102

FACE OF CURB DATA

- (A) STA. 10+15.98, 25.79' RT;
ELEV. 768.24
(B) STA. 10+16.18, 7.98' RT;
ELEV. 768.05
(C) STA. 10+20.13, 6.94' LT;
ELEV. 768.12
(D) STA. 10+86.12, 25.58' LT;
ELEV. 768.15
(E) STA. 10+92.69, 26.14' LT;
ELEV. 767.83
(F) STA. 10+97.77, 22.50' LT;
ELEV. 768.16



REV DATE RELEASED FOR

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DESIGNED BMG JOB NUMBER 0122164A.00

DRAWN BMG DATE

CHECKED MAG 06/21/2022

SHEET TITLE

PLAN AND PROFILE
STA. 10+00.00
TO
STA. 14+00.00

SHEET NUMBER

C101



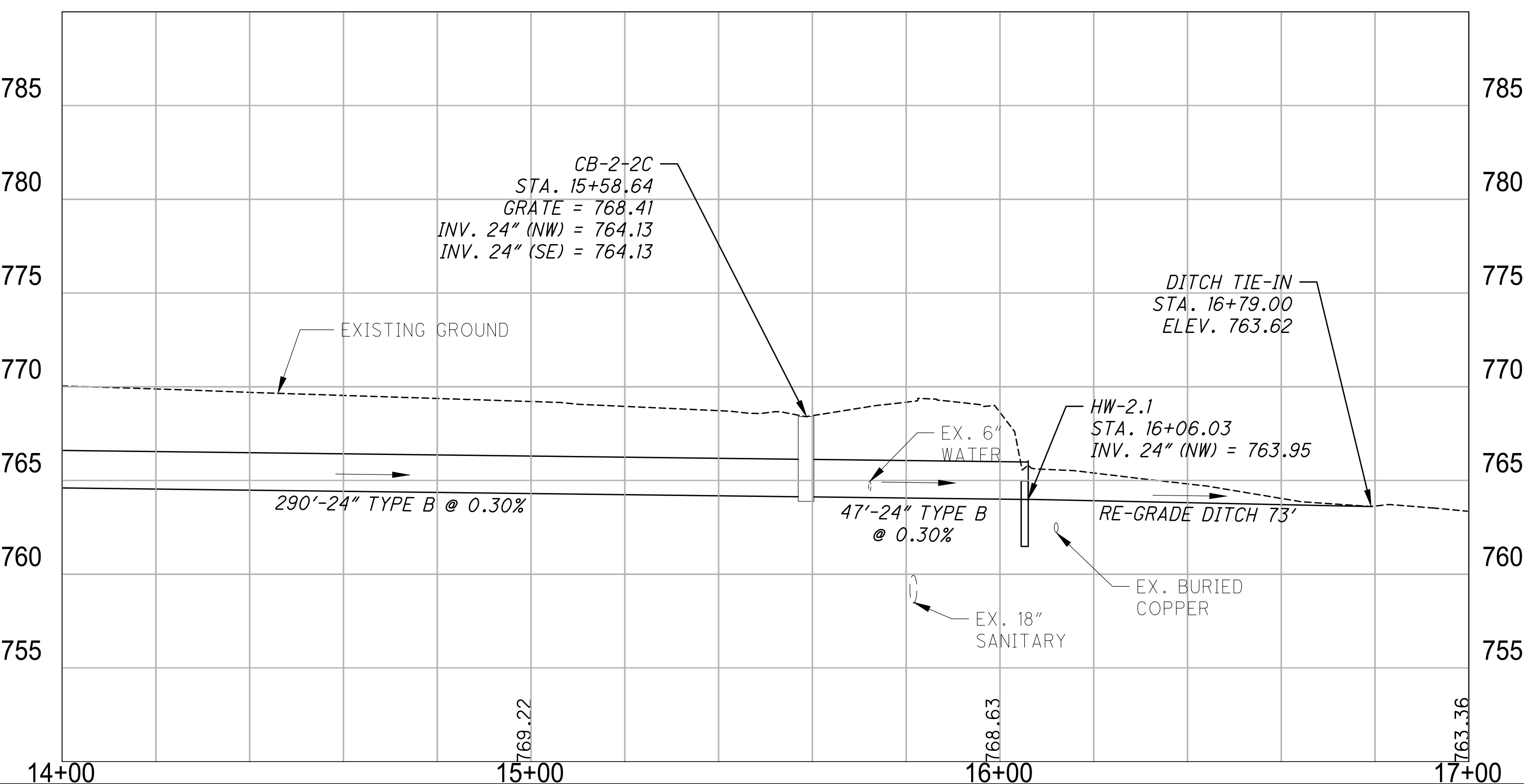
BELLBROOK, OHIO

REV	DATE	RELEASED FOR
0	1985-2021	LJB Inc. This drawing contains information that is proprietary to and property of LJB Inc. and shall be kept confidential. No publication or distribution of this drawing may be made without the express written consent of LJB Inc. except for the limited purposes set forth in the contract between LJB Inc. and party for whom this drawing was made.

SHEET TITLE

SHEET NUMBER

C102



RFP 2022-02 Attachment B

Item D. Section 10, Item

Estimate Lower Hillside

Estimated Cost:\$191,901.72

Contingency: 5.00%

Estimated Total: \$201,496.81

Inflation (5.0%) = Contingency (5.0%)

Base Date: 06/22/22

Spec Year: 19

Unit System: E

Work Type: DRAINAGE: BOX CULVERTS AND PIPE WORK

Highway Type:

Urban/Rural Type: URBAN CLASS

Season: SUMMER

County: GREENE

Latitude of Midpoint: 393838

Longitude of Midpoint: -840303

District: 08

Federal/State Project Number:

Estimate Type: Construction Documents

Prepared by Brant Gressel

Checked by Matt Gardner

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<div>Item D.Section 10, Item 1</div>
<u>Description</u>					
<u>Supplemental Description</u>					

Group 0010: Roadway

0005	202E23000	353.00	SY	\$28.12	\$9,926.36
PAVEMENT REMOVED					
0006	202E35100	630.00	FT	\$13.84	\$8,719.20
PIPE REMOVED, 24" AND UNDER					
0007	202E58100	4.00	EACH	\$375.83	\$1,503.32
CATCH BASIN REMOVED					
0008	203E10000	20.00	CY	\$36.65	\$733.00
EXCAVATION					
0009	203E20000	10.00	CY	\$42.27	\$422.70
EMBANKMENT					
0034	204E10000	353.00	SY	\$4.88	\$1,722.64
SUBGRADE COMPACTION					

Total for Group 0010:\$23,027.22

Group 0020: Erosion Control

0010	659E00300	7.00	CY	\$115.97	\$811.79
TOPSOIL					
0011	659E10000	62.00	SY	\$16.43	\$1,018.66
SEEDING AND MULCHING					
0012	659E14000	4.00	SY	\$4.65	\$18.60
REPAIR SEEDING AND MULCHING					
0013	659E15000	4.00	SY	\$1.87	\$7.48
INTER-SEEDING					
0014	659E20000	0.01	TON	\$734.22	\$7.34
COMMERCIAL FERTILIZER					
0015	659E31000	0.02	ACRE	\$159.23	\$3.18
LIME					
0016	659E35000	1.00	MGAL	\$1.27	\$1.27
WATER					

Total for Group 0020:\$1,868.32

Group 0040: Drainage

0017	602E20000	1.00	CY	\$2,164.37	\$2,164.37
CONCRETE MASONRY					
0018	611E00100	10.00	FT	\$30.72	\$307.20

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>
<u>Description</u>				
<u>Supplemental Description</u>				

Item D. Section 10, Item 1

4" CONDUIT, TYPE B

0019	611E04400	189.00	FT	\$74.52	\$14,084.28
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12" CONDUIT, TYPE B

0020	611E07400	212.00	FT	\$91.59	\$19,417.08
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18" CONDUIT, TYPE B

0021	611E10400	338.00	FT	\$162.26	\$54,843.88
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24" CONDUIT, TYPE B

0022	611E98504	8.00	EACH	\$0.00	\$0.00
------	-----------	------	------	--------	--------

CATCH BASIN, NO. 2-2C

Total for Group 0040:\$90,816.81

Group 0050: Pavement

0023	254E01000	2,097.00	SY	\$4.24	\$8,891.28
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PAVEMENT PLANING, ASPHALT CONCRETE

0024	304E20000	90.00	CY	\$99.93	\$8,993.70
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AGGREGATE BASE

0025	407E10000	217.00	GAL	\$2.67	\$579.39
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TACK COAT

0026	441E70000	88.00	CY	\$295.00	\$25,960.00
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ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22

0027	441E70300	27.00	CY	\$275.00	\$7,425.00
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ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)

0028	609E26000	46.00	FT	\$40.00	\$1,840.00
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CURB, TYPE 6

Total for Group 0050:\$53,689.37

Group 0060: Water Work

0029	638E98000	1.00	EACH	\$10,000.00	\$10,000.00
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WATER WORK, MISC.: WATER MAIN LOWERING

Total for Group 0060:\$10,000.00

Group 0230: Incidentals

0030	614E11000	1.00	LS	\$5,000.00	\$5,000.00
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MAINTAINING TRAFFIC

0032	623E10000	1.00	LS	\$2,500.00	\$2,500.00
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CONSTRUCTION LAYOUT STAKES AND SURVEYING

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<div>Item D.Section 10, Item 1</div>
<u>Description</u>					
<u>Supplemental Description</u>					

0033	624E10000	1.00	LS	\$5,000.00	\$5,000.00
MOBILIZATION					

Total for Group 0230:\$12,500.00



RFP 2022-02

Lower Hillside Storm Drain Improvements

Received RFP Packages

City of Bellbrook
15 East Franklin Street
Bellbrook, Ohio 45305

T (937) 848-4666

F (937) 848-5190

www.cityofbellbrook.org

The established deadline for submission is 4:00pm Wednesday August 17th, 2022.

On Wednesday, August 17th, 2022 at 4:00pm, the following submittals were received as noted:

Name of Submitting Firm	Proposed Cost	Received/Recorded By:
DJX CONSTRUCTION	\$271,030.70	RTScler
OUTDOOR ENTERPRISE	189 \$221,189.00	RTScler
PERFORMANCE SITE DEVELOP.	\$244,773.85	RTScler
BIRMINGHAM CONSTRUCTION	\$235,453.00	RTScler

At 4:00 PM on August 17th, 2022 the above noted submittals are hereby recorded as the received submittals in accordance to the provisions within RFP 2022-02

Signed:

Witnessed:

8-17-22



PROPOSAL

PROJECT: Lower Hillside Drive Drainage
LOCATION: City of Bellbrook

Outdoor Enterprise, LLC 3655 W. State RT 571, Troy, OH 45373 Phone: 937.857.9400 Fax: 937.857.9424

Lower Hillside Drive Drainage Improvements

Item No.	Description	Units	Quantity	Unit Price	Item Total
202	Pavement Removed	SY	353	\$ 15.00	\$ 5,295.00
253	Pipe Removed, 24" and Under	FT	630	\$ 20.00	\$ 12,600.00
608	Catch Basin Removed	EACH	4	\$ 525.00	\$ 2,100.00
304	Excavation	CY	20	\$ 29.00	\$ 580.00
448	Embankment	CY	10	\$ 27.00	\$ 270.00
608	Subgrade Compaction	SY	353	\$ 3.30	\$ 1,164.90
608	Topsoil	CY	7	\$ 85.00	\$ 595.00
609	Seeding and Mulching	SY	62	\$ 5.00	\$ 310.00
638	Repair Seeding and Mulching	SY	4	\$ 5.00	\$ 20.00
638	Inter-seeding	SY	4	\$ 2.00	\$ 8.00
638	Commercial Fertilizer	Ton	0.01	\$ 880.00	\$ 8.80
638	Lime	Acre	0.02	\$ 200.00	\$ 4.00
638	Water	MGAL	1	\$ 2.40	\$ 2.40
638	Concrete Masonry	CY	1	\$ 1,663.00	\$ 1,663.00
638	4" Conduit, Type B	FT	10	\$ 20.00	\$ 200.00
638	12" Conduit, Type B	FT	189	\$ 79.00	\$ 14,931.00
614	18" Conduit, Type B	FT	212	\$ 88.00	\$ 18,656.00
623	24" Conduit, Type B	FT	338	\$ 120.00	\$ 40,560.00
659	Catch Basin, No. 2-2c	EACH	8	\$ 2,500.00	\$ 20,000.00
811	Pavement Planing, Asphalt Concrete	SY	2097	\$ 6.00	\$ 12,582.00
811	Aggregate Base	CY	90	\$ 80.00	\$ 7,200.00
SPEC	Tack Coat	GAL	217	\$ 7.70	\$ 1,670.90
638	Asphalt Concrete Surface Course, Type 1 (449), PG64-	CY	88	\$ 330.00	\$ 29,040.00
800-5	Asphalt Concrete Intermediate Course, Type 2, (449)	Cy	27	\$ 371.00	\$ 10,017.00
638	Curb, Type 6	FT	46	\$ 66.00	\$ 3,036.00
254	Water Work.: Misc.: Water Main Lowering	EACH	1	\$ 8,200.00	\$ 8,200.00
441	Maintaining Traffic	LS	1	\$ 12,000.00	\$ 12,000.00
442	Construction Layout Stakes and Surveying	LS	1	\$ 3,475.00	\$ 3,475.00
29	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID				\$	221,189.00

Accepted:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____

Date of Acceptance: _____

Confirmed:

Outdoor Enterprise, LLC

Authorized Signature: _____

Andrew Lair

CITY OF BELLBROOK - LOWER HILLSDALE DRIVE DRAINAGE IMPROVEMENT

Unit Cost

Ref No.	ODOT No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	202	PAVEMENT REMOVED	353.00	SY	\$25.00	\$8,825.00
2	202	PIPE REMOVED, 24" AND UNDER	630.00	FT	\$18.00	\$11,340.00
3	202	CATCH BASIN REMOVED	4.00	EA	\$600.00	\$2,400.00
4	203	EXCAVATION	20.00	CY	\$30.00	\$600.00
5	203	EMBANKMENT	10.00	CY	\$30.00	\$300.00
6	204	SUBGRADE COMPACTION	353.00	SY	\$1.00	\$353.00
7	659	TOPSOIL	7.00	CY	\$70.00	\$490.00
8	659	SEED AND MULCH	62.00	SY	\$8.00	\$496.00
9	659	REPAIR SEEDING AND MULCHING	4.00	SY	\$2.00	\$8.00
10	659	INTER-SEEDING	4.00	SY	\$2.00	\$8.00
11	659	COMMERCIAL FERTILIZER	0.01	TON	\$750.00	\$7.50
12	659	LIME	0.02	ACRE	\$5.00	\$0.10
13	659	WATER	1.00	MGAL	\$5.00	\$5.00
14	602	CONCRETE MASONRY	1.00	CY	\$900.00	\$900.00
15	611	4" CONDUIT TYPE B	10.00	FT	\$50.00	\$500.00
16	611	12" CONDUIT TYPE B	189.00	FT	\$75.00	\$14,175.00
17	611	18" CONDUIT TYPE B	212.00	FT	\$80.00	\$16,960.00
18	611	24" CONDUIT TYPE B	338.00	FT	\$130.00	\$43,940.00
19	611	CATCH BASIN 2-2C	8.00	EA	\$3,000.00	\$24,000.00
20	254	PAVEMENT PLANING, ASPHALT CONCRETE	2,097.00	SY	\$6.00	\$12,582.00
21	304	AGGREGATE BASE	90.00	CY	\$75.00	\$6,750.00
22	407	TACK COAT	217.00	GAL	\$10.00	\$2,170.00
23	441	A/C SURFACE TYPE 1, 449, PG64-22	88.00	CY	\$325.00	\$28,600.00
24	441	A/C INTERMEDIATE TYPE 2, 449	27.00	CY	\$325.00	\$8,775.00
25	609	CURB TYPE 6	46.00	FT	\$60.00	\$2,760.00
26	638	WATER WORK, MISC: WATER MAIN LOWERING	1.00	EA	\$5,000.00	\$5,000.00
27	614	MAINTAINING TRAFFIC	1.00	LS	\$10,000.00	\$10,000.00
28	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1.00	LS	\$5,000.00	\$5,000.00
29	624	MOBILIZATION	1.00	LS	\$28,508.40	\$28,508.40

TOTAL 235,453.00

08/17/2022 13:11

Performance Site Development
LOWERHILLSIDLower Hillside**Lower Hillside**

Code	Desc	Quan	Units	Price	Total
10	Pavement removed	353.000	SY	\$29.00	\$10,237.00
20	Pipe removed	630.000	LF	\$15.00	\$9,450.00
30	CB removed	4.000	EA	\$325.00	\$1,300.00
40	Excavation	20.000	CY	\$42.00	\$840.00
50	Embankment	10.000	CY	\$49.00	\$490.00
60	Subgrade compaction	353.000	SY	\$4.00	\$1,412.00
70	Topsoil	7.000	CY	\$105.00	\$735.00
80	Seed	62.000	SY	\$15.00	\$930.00
90	Repair seed	4.000	SY	\$3.00	\$12.00
100	inter-seed	4.000	SY	\$1.00	\$4.00
110	Fertilizer	0.010	TON	\$655.00	\$6.55
120	Lime	0.020	ACRE	\$750.00	\$15.00
130	Water	1.000	MGAL	\$175.00	\$175.00
140	Concrete masonry	1.000	CY	\$2,400.00	\$2,400.00
150	4" conduit type B	10.000	LF	\$25.00	\$250.00
160	12" conduit type B	189.000	LF	\$137.00	\$25,893.00
165	18" conduit type B	212.000	LF	\$120.00	\$25,440.00
170	24" conduit type B	338.000	LF	\$157.00	\$53,066.00
180	CB 2-2C	8.000	EA	\$2,215.00	\$17,720.00
190	Pavement planing	2,097.000	SY	\$8.90	\$18,663.30
200	Agg base	90.000	CY	\$85.00	\$7,650.00
210	Tack coat	217.000	GAL	\$15.00	\$3,255.00
220	Surface	88.000	CY	\$305.00	\$26,840.00
230	Intermediate	27.000	CY	\$305.00	\$8,235.00
240	Curb type 6	46.000	LF	\$70.00	\$3,220.00
250	Water main lowering	1.000	EA	\$7,985.00	\$7,985.00
260	Maintain traffic	1.000	LS	\$8,750.00	\$8,750.00
270	Survey	1.000	LS	\$3,950.00	\$3,950.00
280	Mob	1.000	LS	\$5,850.00	\$5,850.00
JOB TOTAL >>>>>					\$244,773.85

08/12/2022

8:55

BELLBROOK - LOWER HILLSIDE DR. DRAINAGE

DJX22072

*** Adam Bradford

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	MOBILIZATION		1.000	LS	33,425.22	33,425.22
20	MAINTENANCE OF TRAFFIC		1.000	LS	7,975.94	7,975.94
30	12IN CONDUIT, TYPE B		189.000	LF	107.41	20,300.49
40	18IN CONDUIT, TYPE B		212.000	LF	141.29	29,953.48
50	24IN CONDUIT, TYPE B		338.000	LF	192.11	64,933.18
60	2-2C CATCH BASIN		8.000	EA	2,015.76	16,126.08
70	HW 2.1		1.000	EA	1,831.53	1,831.53
80	EXC/REWORK DITCH LINE		73.000	LF	18.96	1,384.08
90	PAVEMENT REMOVED		353.000	SY	17.99	6,350.47
100	PIPE REMOVED, 24IN AND UNDER		630.000	LF	11.19	7,049.70
110	CATCH BASIN REMOVED		4.000	EA	392.08	1,568.32
120	SUBGRADE COMPACTION		353.000	SY	4.56	1,609.68
130	AGGREGATE BASE		90.000	CY	39.96	3,596.40
140	ASPH CONC INT COURSE TYPE 2		27.000	CY	592.60	16,000.20
150	ASPH CONC SURF COURSE TYPE 1		88.000	CY	346.58	30,499.04
160	PAVEMENT PLANING ASPH CONC 1.5IN		2,097.000	SY	10.24	21,473.28
170	TACK COAT		217.000	GAL	6.81	1,477.77
180	TOPSOIL		7.000	CY	143.70	1,005.90
190	SEEDING & MULCHING		62.000	SY	13.23	820.26
200	REPAIR SEEDING & MULCHING		4.000	SY	37.59	150.36
210	INTER-SEEDING		4.000	SY	29.68	118.72
220	COMMERCIAL FERTILIZER		0.010	TN	4,361.00	43.61
230	LIME		0.020	ACRE	52.50	1.05
240	WATER		1.000	MGAL	1.40	1.40
250	CURB, TYPE 6		46.000	LF	72.49	3,334.54
Bid Total				=====>		\$271,030.70

Item D.Section 10, Item

City of Bellbrook
RFP Rating Sheet

Item D. Section 10, Item

Rating Factor	Weight	Respondent Name									
		Brumbaugh Construction		DJX Construction		Outdoor Enterprise		Performance Site Dev.			
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Overall Cost Proposal	0.30	9	2.70	6	1.80	12	3.60	9	2.70		0.00
Prior Experience - e.g., history, review of clients and references	0.20	10	2.00	9	1.80	11	2.20	9	1.80		0.00
Quality of Proposal - Understands services needed and addressed City's project with a complete plan	0.20	9	1.80	10	2.00	9	1.80	6	1.20		0.00
Quality of Method - Provides quality methods of project management and construction	0.20	9	1.80	9	1.80	9	1.80	9	1.80		0.00
Timeline for project completion	0.10	9	0.90	9	0.90	9	0.90	9	0.90		0.00
	1.00	46	9.20	43	8.30	50	10.30	42	8.40		0.00
<div> <div> <p>Instructions: Enter a score (0 - 5) in each of the evaluation criteria boxes:</p> <p>0 - Does not meet minimum requirements ; unresponsive</p> <p>1 - Well below average; barely meets minimum requirements</p> <p>2 - Slightly below average; meets minimum requirements</p> <p>3 - Average; meets minimum requirements, may exceed minimum in some areas</p> <p>4 - Above Average; exceeds minimum requirements in many or all areas</p> <p>5 - Outstanding; far exceeds minimum requirements in most areas</p> </div> <div> <p>Review Committee: Review Date: 8/19/2022</p> <p>Rob Schommer</p> <p>Ryan Pasley</p> <p>Jason Foster</p> <p>(off site review of bid and recommendation by LJB)</p> </div> </div>											
Rater Score Sheets											
Rob Schommer											
Category	Brumbaugh	DJX	Outdoor	Performance	AVG						
Price Proposal	3	2	4	3	3						
Prior Experience	3	3	4	3	3.25						
Quality of Proposal	3	4	3	2	3						
Quality of Methods	3	3	3	3	3						
Timeline for Completion	3	3	3	3	3						
	15	15	17	14	15.25						
Ryan Pasley											
Category	Brumbaugh	DJX	Outdoor	Performance	AVG						
Price Proposal	3	2	4	3	3						
Prior Experience	3	3	3	3	3						
Quality of Proposal	3	3	3	2	2.75						
Quality of Methods	3	3	3	3	3						
Timeline for Completion	3	3	3	3	3						
	15	14	16	14	14.75						
Jason Foster											
Category	Brumbaugh	DJX	Outdoor	Performance	AVG						
Price Proposal	3	2	4	3	3						
Prior Experience	4	3	4	3	3.5						
Quality of Proposal	3	3	3	2	2.75						
Quality of Methods	3	3	3	3	3						
Timeline for Completion	3	3	3	3	3						
	16	14	17	14	15.25						

File Attachments for Item:

E. 2022-R-29 AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF AN OUTDOOR WARNING SYSTEM (Hoke)

RECORD OF RESOLUTIONS

Item E. Section 10, Item

Resolution No. 2022-R-29

August 22, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-29

AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOR INSTALLATION OF AN OUTDOOR WARNING SYSTEM

WHEREAS, the Bellbrook City Council previously authorized a Request for Proposal (RFP) process to identify a potential contractor to install an outdoor warning system; and

WHEREAS, on July 13, 2022, the City invited through public advertisement qualified firms to submit bids to provide such services on the terms and conditions contained herein; and

WHEREAS, following the official opening of the bids on August 5, 2022, it was determined that the Contractor is qualified to provide the installation services to the City; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute an Agreement for the services identified within the RFP.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to enter into an agreement with Table Rock Alerting Systems, LLC for installation of an outdoor warning system as designed in the RFP at a cost not to exceed \$85,000.

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 _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council



City of Bellbrook

15 East Franklin Street

Bellbrook, Ohio 45305

T (937) 848-4666

F (937) 848-5190

www.cityofbellbrook.org

**REQUEST FOR PROPOSALS
And
INSTRUCTIONS
RFP 2022-1**

**City of Bellbrook
Installation of Outdoor Warning System**

The City of Bellbrook, a municipal corporation, invites responses to this Request for Proposals (RFP) from qualified vendors and/or individuals interested in providing a turnkey Outdoor Warning System (OWS). The City of Bellbrook has a population of over 7,500 and a total area of around 3.5 square miles. This request is intended to address both proposer qualifications and a preliminary methodology as to how the project would be executed. All final details of scope of work and deliverables, project timeline, and fees will ultimately be determined through contract negotiation with the selected proposer.

Attached to this RFP are the listed Instructions for Bidders/Offerors in the first ten (10) pages of this document. All potential bidders must thoroughly review and certify their understanding of the Instructions and this RFP process.


GENERAL INSTRUCTIONS TO BIDDERS/OFFERORS

For the purposes of this Document, the terms “Bid” and Proposal” have the same meaning, and the terms “Bidder, Offeror, Contractor, Vendor” are intended to mean the company or firm who is the respondent Bidder for this RFP.

- 📌 The following instructions are to be considered an integral part of this proposal. Unless otherwise requested, three (3) complete copies of the written proposal need be submitted. The person signing the bid/proposal form must initial any changes or corrections made to this proposal.
- 📌 No proposal may be withdrawn or modified in any way after the bid/proposal-opening deadline. ***Quotes must remain valid for ninety (90) days after the quote date.*** Quotes submitted with a less than ninety (90) day validity will be found non-responsive and will not be considered.
- 📌 All bids/proposals must be a final cost.
- 📌 Bids/Proposals will be received no later than **4:00pm August 5, 2022** at the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305 at which time they will be opened and publicly read aloud. Bids/proposals received after the above date and time, or in any other location other than the City of Bellbrook City Hall as noted above will not be considered.
- 📌 A Request for Proposal packet may be obtained from the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305 or from www.cityofbellbrook.org
- 📌 If descriptive literature is attached to the bid/proposal, bidder’s name must appear on all sheets.
- 📌 A cover letter must be attached in the form of a standard business letter containing the Contractor’s name, address and telephone number and must be signed with an original signature, in ink, by an individual authorized to legally bind the Contractor. The letter must contain the following information:
 - A statement describing the Contractor’s legal structure (e.g. corporation, partnership) and providing federal tax identification number and principle place of business.
 - A statement that the person signing the quote certifies that he or she is the person in the Contractor’s organization who has actual authority to make decisions as to matters relating to this RFP and to bind the Contractor.
 - A statement that the quote meets the minimum qualifications set forth in this RFP and accepts all requirements and terms and conditions contained in this RFP.
 - A statement that the Contractor does not discriminate in its employment

practice with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability


- A statement that no attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a quote.
- A statement that indicates whether the Contractor or any of its agents has a possible conflict of interest with any city employee involved in the RFP and any ensuing Contract(s) or any other conflict of interest and, if so, an explanation of the conflict must be given.


 **Communication:** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidder's responsibility to seek clarification immediately from the City of Bellbrook **No later than close of business on August 1, 2022** unless otherwise stated in the documents.


All questions shall be submitted in writing or via e-mail to the attention of Chief Anthony Bizzarro at a.bizzarro@cityofbellbrook.org If mailed, the address is as follows: City of Bellbrook ATTN: RFP 22-1, 15 E. Franklin Street Bellbrook, Ohio 45305. Answer(s) to all questions will be answered after the deadline for questions has expired, and posted to the City's web site, if applicable and feasible.


It shall be the bidder's responsibility to check the City's website (www.cityofbellbrook.org) for any and all addendums or modifications.

Under no circumstances should respondents contact City personnel or officials outside of the opportunity provided herein.

 **Proprietary Information:** Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The City cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Records Laws of Ohio.

 Any variation from the specifications must be clearly stated by the bidder in writing and submitted with his/her proposal.

 The apparent silence of any specifications or any supplement specifications to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.

 The following bid shall be awarded to one bidder based on the specifications as provided for in Chapter 240 of the Bellbrook Code of Ordinances so the City can determine the "lowest and/or best bidder". An award shall be made to one

vendor for the total bid. Unit prices and extensions will be verified, and total checked. Unit price extension and net total must be shown. Unit price shall prevail unless otherwise stated in the proposal.

- 👉 The process and description for opening, tabulating and awarding responses to RFP/bids is as follows:

(a) In the case of sealed competitive bids, the bids shall be opened and tabulated publicly by the City Manager. An investigation of the responsibility of the bidders and the responsiveness of the bid shall be made as the City Manager deems necessary. The City Manager shall determine the lowest and/or best bidder. The City may reject all bids if it determines that it is in the best interest of the City to do so.

(b) In the case of competitive proposals, the responses shall be opened publicly by the City Manager. The City may discuss the responses with the proposers to clarify responses and to obtain information needed by the City to determine the lowest and/or best proposal. An investigation of the responsibility of the proposers and the responsiveness of the proposal shall be made as the City Manager deems necessary. The City Manager shall determine the lowest and/or best proposal. The City may reject all proposals if it determines that it is in the best interest of the City to do so.

(c) In the case of two-step competitive proposals (RFQ/RFP), the technical responses shall be opened publicly by the City Manager. The City may discuss the responses with the proposers to clarify responses and to obtain information needed by the City to determine qualified proposers. An investigation of the responsibility of the proposers and the responsiveness of the proposal shall be made as the City Manager deems necessary.

The City Manager shall determine the qualified proposers. The qualified proposers shall then be invited to submit price proposals which shall be opened publicly by the City Manager. The City may discuss responses with the proposers to clarify responses and to obtain information needed by the City to determine the lowest and/or best proposal. If appropriate, the City may request best and final offers. The City Manager shall then determine the lowest and best proposal. The City may reject all proposals if it determines that is in the best interest of the City to do so.

- 👉 *The City of Bellbrook reserves the right to accept, reject or waive any irregularities in the proposal and/or any and all bids received for the work contemplated herein and to accept or reject any or all proposals and/or bids. The proposal and/or bids will be compared on the basis of the total cost of the project and the award will be made to the lowest and/or best bidder (or bidders), provided the proposal and/or bid is reasonable and is in the best interest of the City (owner) to accept. In determining the lowest and best bid the City (owner), in its sole discretion, may consider factors, including but not limited to, the bidder's work history, (including work done under other names), experience, conduct and performance on previous contracts, management skills, ability to execute the contract properly, customer satisfaction, work on comparable projects, ability to timely complete the work in accordance with the contract*

documents, the Bidder's financial condition and facilities, and the Bidder's compliance with federal, state, and local laws, rules, and regulations, (including but not limited to the Prevailing Wage Laws, Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as may be applicable).

👉 The City desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualifying a bid. Each bidder shall state a definite time and avoid using terms such as "ASAP" or "approximately so many days".

👉 **Insurance:** The Contractor will maintain the following insurance from insurer(s) rated A- or better by A.M. Best in amounts sufficient to protect the Contractor and Owner from claims under Workers Compensation Acts and any other claims for property damage and/or bodily injury, including death, which may arise from the performance of the Work under this Subcontract, whether the Work is performed by the Subcontractor, its subcontractor, or anyone directly or indirectly employed by either of them.

Limits of coverage to be as follows:

(a)	Workers' Compensation	Statutory
	Employers Liability/Ohio Stop Gap	\$ 1,000,000
(b)	Commercial General Liability:	
	Bodily injury/property damage per occurrence	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products/Completed Operations Aggregate	\$ 2,000,000
(c)	Commercial Automobile Liability:	
	Combined Single Limit (including Owned, Hired, and Non-Owned Autos)	\$1,000,000
(d)	Excess/Umbrella Liability (over Employer's Liability, General Liability, and Auto)	\$ 1,000,000


Liability policy requirements. The General Liability policy must be written on the current edition of ISO form CG 00 01 or equivalent. The policy shall have no modifications limiting coverage for contractual liability, damage to work performed by subcontractors, residential construction, earth movement, explosion, collapse, or underground damage. The policy shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects. The Owner (including its officers, directors and employees) shall be named as Additional Insured on the General Liability policy on ISO form CG 20 10 11 85 or its equivalent, affording coverage to Additional Insured(s) for claims arising out of both ongoing and completed operations. Owner shall also receive coverage as an additional insured Contractor's Auto Liability policy. Contractor's policies shall be primary insurance as respects


Owner, and any other insurance policy that Owner may have in effect shall be deemed excess and not contributory. The General Liability policy affording coverage to Owner as Additional Insured must be maintained for three (3) years after completion of the project. If any of the Work is performed by subcontractors, Contractor shall be responsible for ensuring subcontractors comply with these insurance requirements and extend coverage to both Contractor and Owner as additionally insured.


Installation Floater. Contractor shall purchase and maintain an Installation Floater, covering loss or damage to materials and/or equipment suffered during the course of the Work. This insurance shall include the interests of the Owner, Contractor and any Subcontractors. The policy shall be written on special form and shall cover all materials specified for the job, whether onsite, offsite or in transit.

The Contractor will submit to the Owner certificates of insurance (including a certificate of compliance from the Ohio Bureau of Workers' Compensation for Ohio subcontractors) certifying that the insurance policies required by this agreement are in force and shall be maintained for the duration of the Project. Contractor shall also provide copies of additional insured endorsement(s) as required herein. Full copies of policies shall be provided upon Owner's request. Certificates shall reflect Owner's status as an additional insured and shall provide that Owner is to be provided thirty (30) days advance written notice in the case of cancellation or nonrenewal of the required policies (10 days if cancelled due to nonpayment of premium).

Until said certificate of insurance is properly executed and delivered to the City, the Contractor shall not move its equipment or laborers onto the premises or begin performance of the work specified under an awarded agreement. If the Contractor fails to provide the required insurance, the City of Bellbrook shall have the right to disqualify the Contractor. **Proof of insurance should be included in the submitted bid documents.**

 **References:** Contractor must provide five (5) references of customers with successful implementations of similar size and scope with work performed within the past five (5) years. Please include name, address, contact and phone number. If sub-contractors or business partners will be used in conjunction with the installation or maintenance of this project, please provide references as stipulated above. **References should be included in bid documents**

 **Inspection:** It is understood within this agreement that any problems such as equipment failure, unspecified maintenance, lack of performance and any other conditions outlined in the scope of service not performed by the Contractor will be under immediate review by the City of Bellbrook.

 **License and Permits:** It shall be the responsibility of the successful bidder to obtain all licenses and permits required to perform this service at no additional cost to the City of Bellbrook.

- 🦉 **Timeline:** Provide an estimated, standard timeline for installation, implementation and creative design services. **Timeline should be included in bid documents.**
- 🦉 **Configuration and Pricing:** Bidder must itemize all charges for individually identifiable components of the proposed system, including all associated installation, programming and training if applicable. Bidder must include charges for all components required to connect any applicable applications.

RFP Checklist:

Please review and check off these 10 most important items to consider when responding to an RFP for the City of Bellbrook:

	Read the <u>entire</u> document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
	Note the procedures for communication with the City during the RFP process. All communication during the RFP process must be in writing. Offerors should not contact City personnel or officials outside of the opportunity provided in the document.
	Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
	Take advantage of the “question and answer” period. Submit your questions by the due date listed and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
	Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
	Provide complete answers/descriptions. Read and answer all questions and requirements. Don’t assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City of Bellbrook. The proposals are evaluated based solely on the information and materials provided in your response.
	Use the forms provided, if any. e.g., bidders submittal page, reference forms, attachment forms, etc.
	Before submitting your response, check the City’s website at: www.cityofbellbrook.org to see whether any addenda were issued for the RFP.

	Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluating staff members and will be used to score your response.
	Submit your response on time. Note all the dates and times listed in the RFP and be sure to submit all required items on time. Late proposal responses are <i>never</i> accepted.

Please Note:

All potential contractors are strongly urged to submit supporting documentation as to their qualifications to perform the Scope of Work.

Certificate of Insurance, Reference List and Timeline must be attached.

If additional comments or conditions are desired, please attach a separate sheet providing details.

Include all proposed equipment specifications; showing manufacturer name, model, etc. depicting unit specifications and other pertinent information.

Certification:

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

 Signature

 Date

 Print Name

 Title

 Email Address

 Phone

 Company Name

City of Bellbrook Request for Proposals

RFP 22-1

Advertised as: Installation of Outdoor Warning System

Release Date: July 13, 2022

Closing Date: August 5, 2022

1. General Information

- 1.1. The City of Bellbrook invites qualified firms to submit proposals for installation of an outdoor warning system. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposals." The Contract that will result from this "Request for Proposals" will include what is indicated in Section 4 "Scope of Work" of this RFP.
- 1.2. A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Offeror, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Contractors who submit a Proposal and were short listed.
- 1.4. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between the City of Bellbrook and the Contractor selected.
- 1.5. There is no expressed or implied intent or obligation for the City of Bellbrook to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews in response to this Request for Proposals.
- 1.6. The City of Bellbrook shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2. Contact Person/Communication

- 2.1. Until the receipt and opening of proposals, the proposers' principal contact with the City of Bellbrook will be as listed below. All questions are to be submitted in writing and potential Bidders will receive copies of all questions and answers except for the questions that are considered proprietary. Questions will only be received through August 1, 2022 4PM

Chief Anthony Bizzarro
City of Bellbrook
15 E. Franklin St.
Bellbrook, Ohio 45305

City of Bellbrook
Request for Proposal Book

Email: a.bizzarro@cityofbellbrook.org

- 2.2. All contacts and communication regarding the proposal should be with the above named individual only. Bidders contacting other City Staff or Officials may be disqualified for doing so.

3. Background Information

The City of Bellbrook, a municipal corporation, invites responses to this Request for Proposals (RFP) from qualified vendors and/or individuals interested in providing a turnkey Outdoor Warning System (OWS). The City of Bellbrook has a population of over 7,500 and a total area of around 3.5 square miles. This request is intended to address both proposer qualifications and a preliminary methodology as to how the project would be executed. All final details of scope of work and deliverables, project timeline, and fees will ultimately be determined through contract negotiation with the selected proposer. The City does not currently own or operate any Outdoor Warning System (OWS). The City is wanting to have a network of outdoor emergency alert siren(s) to aid in early notification of weather emergencies.

4. Scope of Work

- 4.1. The following is a list of provisions and requirements falling under the expected Scope of Work:

- a) Siren Control Panel: To provide options to activate the siren(s). Currently Greene County Communications Center, activates all sirens located in Greene County. A redundant siren control panel should be provided as an option. Any computer server(s) and related equipment should be detailed.
- b) The system shall also have the capability to do an automated alert based on National Weather Service protocols for various weather emergencies. Additional options should include the ability to remotely activate the entire system manually when needed.
- c) Activation Options: The proposer should provide at least two options for activation which may include radio frequency, satellite, cellular, or other means.
- d) Pole-Mounted lightning detection should be provided as an option. This option should be provided for each siren location. The City may decide to only include this option at certain siren locations.
- e) Battery back-up capability is required for each siren location. Battery back-up and an uninterrupted power supply (UPS) is also required for the siren control panel(s).
- f) The system should have the capability to self-monitor and report regularly on the status of the system.

4.2. Warranties

- a) The City desires a “turnkey” system to include complete engineering,

installation, testing and training on the system. It is the intent of the City that the selected proposer shall be solely responsible for the complete installation and engineering of the system and all interconnecting systems. However, consideration will be given to various installation options. The city-Service Department may, at the City's sole discretion, opt to provide all or part of the installation of the new system. As described in the "Cost" section below, the installation cost breakdown should be provided in the proposal. The installation option will be agreed upon and finalized by both the proposer and the City prior to contract approval.

- b) The provider must describe system redundancies which exist to ensure system activation capability.
- c) The provider must present during the implementation and training phase an articulated plan for best practices for use and maintenance of the OWS.
- d) The provider must include initial training for all users as part of the cost.
- e) Initial training must be provided onsite, or via a live meeting environment if requested by the client, must offer the option to train all users on-site.
- f) The provider must offer printed training manuals as well as suggestions for use and best practices as part of the training process.
- g) The provider must outline the customer and technical support services offered, including the availability of 24/7/365 support through a direct communication method.
- h) The provider's support response time must be outlined in the proposal.
- i) The provider must offer and explain in detail their ongoing customer support beyond initial training.
- j) The provider's customer support personnel must be full-time, company employed customer service professionals. These professionals must be dedicated to specific accounts for relationship building and trained specifically to support the OWS system delivered.
- k) Upgrades, updates, and enhancements must be outlined, including expected ongoing costs, upgrade fees, etc.
- l) All components of the system shall be guaranteed with at least a one-year warranty with the option to extend at the City's desire for an agreed upon cost. The proposal should clearly outline the warranty offer and specify the terms of the warranty, such as the commencement period, coverage limits, and exclusions.

5. RFP Requirements:

5.1. Submitting RFP Proposal packages:

- a) Offeror will submit a comprehensive and thorough written plan for installation of an Outdoor Warning System. Pricing must be listed on the proposal, and no sales tax should be included.

6. Evaluation of Proposals and Required Information

- 6.1. Proposals submitted will be evaluated by the City Review and Selection Committee.
- 6.2. The Committee may call for oral interviews. The City reserves the right to retain all proposals submitted and use an idea in a proposal regardless of whether or not said proposal is selected.
- 6.3. The evaluation factors considered in the selection process will weigh heavily into the City's decision making process. These evaluation requirements are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements.

7. Right to Reject Proposals

- 7.1. Submission of proposals indicates acceptance by the Offering Firm of the Conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent Agreement between the City of Bellbrook and the selected firm.
- 7.2. The City of Bellbrook reserves the right to reject any or all proposals and to award to the proposer the City determines to be most qualified and whose award of the contract will be in the best interests of the City.
- 7.3. Late proposals will not be accepted. Offerors are held responsible that their proposals arrive at the City of Bellbrook on or before the designated date and time.

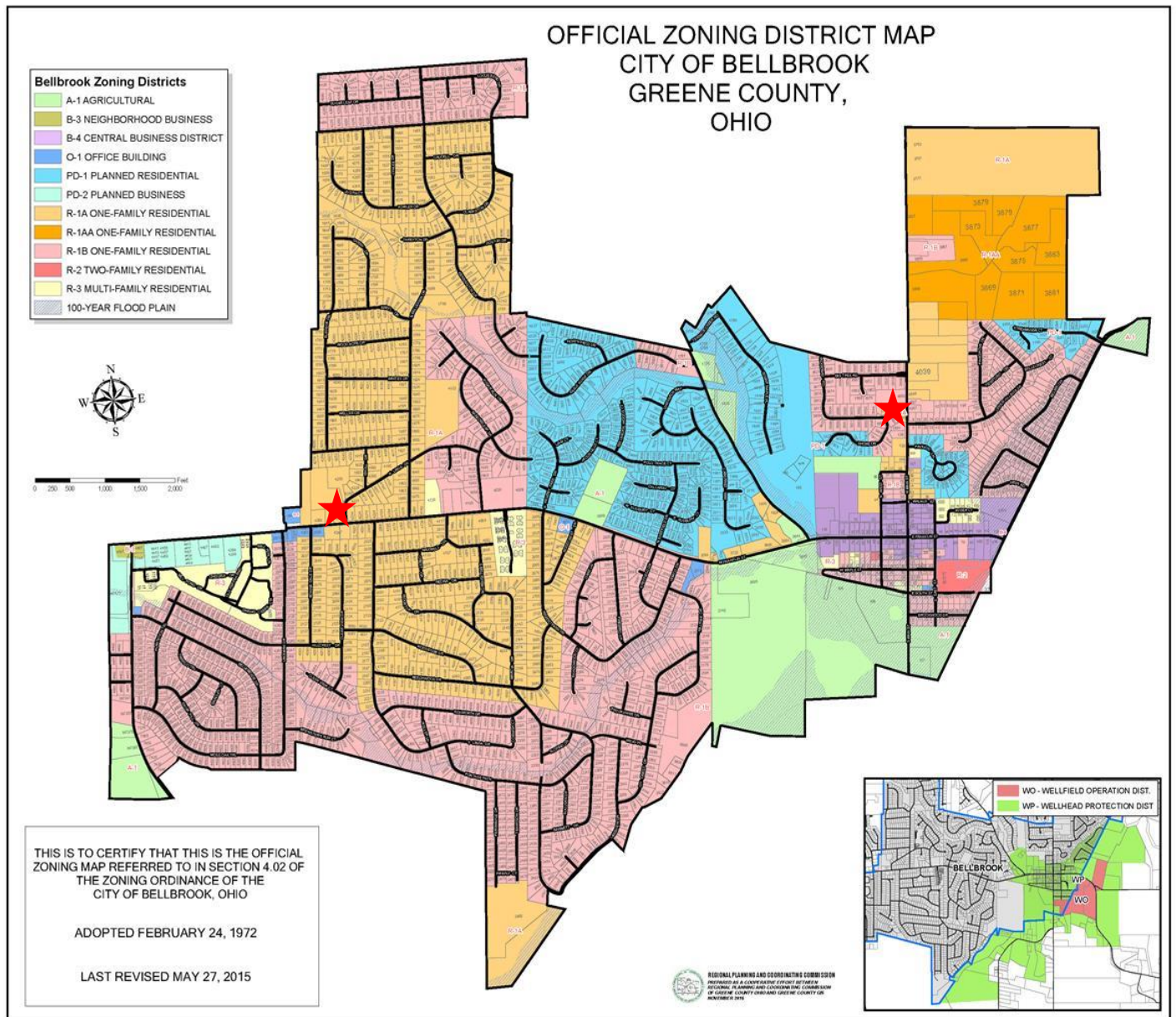
8. Withdrawal of Proposals

- 8.1. Requests to withdraw proposals received after the date and time set for bid opening will not be considered. Only requests to withdraw proposals prior to that date and time will be considered.

9. Contract Termination

- 9.1. The City of Bellbrook reserves the right to terminate any subsequent Agreement or Contract as a result of this RFP if the Contractor does not perform as required by the Terms and Conditions therein.

*** END OF DOCUMENT ***



★ Denotes desired locations, as both are currently owned by the City and have access to utilities. Other options based on engineering will be considered.



RFP 2022-01

Outdoor Warning Siren System

Received RFP Packages

City of Bellbrook
15 East Franklin Street
Bellbrook, Ohio 45305


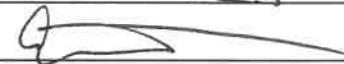
T (937) 848-4666

F (937) 848-5190

www.cityofbellbrook.org

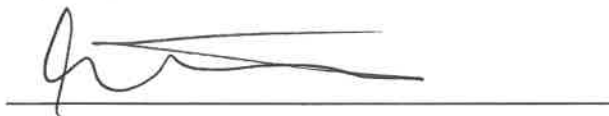
The established deadline for submission is 4:00pm Friday, August 5, 2022.

On Friday, August 5th, 2022 at 4:00pm, the following submittals were received as noted:

Name of Submitting Firm	Proposed Cost	Received/Recorded By:
Table Rock Alerting Systems	\$ 81,100 ⁰⁰	
Federal Signal	76,807.30 / 75,733.88	

At 4:00pm on August 5th, 2022 the above noted submittals are hereby recorded as the received submittals in accordance to the provisions within RFP 2022-01

Signed:



Witnessed:





Table Rock Alerting Systems, LLC
*Emergency Alerting Systems for
 Communities and Industry*

Item E, Section 10, Item

Estimate

Date	Estimate No.
7/31/2022	0267

33 Redbud Lane, Kimberling City, MO, 65686
 www.tablerockalertingsystems.com
 tablerockalertsyste.ms@gmail.com
 Phone: 417-230-6096



Bill To:	Ship To
City of Bellbrook, OH	

Project

Item	Description	Qty	Price	Total
Sentry Siren 1...	Sentry Siren 14V-B AC/DC, 14HP, AC/DC With Battery Backup, 127DB Siren. Motor Starter, Battery Box, Rectifier, Charging System, Batteries, Pole Mounting Bracket, and shipping included.	2	19,500.00	39,000.00T
SiraTrol SCB2...	SiraTrol SCB-2 VHF/UHF, 6 Function, Two-Way, DTMF Siren Controller. Includes Yagi Antenna, Lightning Arrestor, Mounting Bracket & Coax.	2	2,550.00	5,100.00T
New Siren Inst...	Standard Siren Installation, Including: -Class III 50' Wood Pole -Rigid Aluminum Conduit -Wire & Hardware -Associated Labor Rock Clause for Excavation: \$175.00/hr	2	7,250.00	14,500.00T

Terms and Conditions	Subtotal
Prices are good for 60 days. After 60 days, prices may be subject to change without notice. Please note that if a sales tax exempt form is not presented at the time of sale, sales tax may apply. Please read attached terms and conditions page for full details.	Sales Tax (0.0%)
	Total



Table Rock Alerting Systems, LLC
*Emergency Alerting Systems for
Communities and Industry*

Item E. Section 10, Item

Estimate

Date	Estimate No.
7/31/2022	0267

33 Redbud Lane, Kimberling City, MO, 65686
www.tablerockalertingsystems.com
tablerockalerts@gmail.com
Phone: 417-230-6096



Bill To:	Ship To
City of Bellbrook, OH	

Project

Item	Description	Qty	Price	Total
Storm Sentry®...	Storm Sentry® Gold -Dedicated weather PC with UPS, 42" monitor, printer -NOAA EMWIN data ingest engine: satellite and internet -InfoStorm siren control software -SiraTrol PC to radio interface -SiraTrol SCB-3 Two-Way Status Software -Gibson Ridge Level 3 HD radar -Base radio with antenna, antenna cable, and power supply -Programming, installation, commissioning -Lifetime tech support -One-time purchase: no annual fees or subscriptions Optional Upgrades...	1	22,500.00	22,500.00

Terms and Conditions

Prices are good for 60 days. After 60 days, prices may be subject to change without notice.
Please note that if a sales tax exempt form is not presented at the time of sale, sales tax may apply.

Please read attached terms and conditions page for full details.

Subtotal

Sales Tax (0.0%)

Total



Table Rock Alerting Systems, LLC
*Emergency Alerting Systems for
 Communities and Industry*

Item E. Section 10, Item

Estimate

Date	Estimate No.
7/31/2022	0267

33 Redbud Lane, Kimberling City, MO, 65686
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 Phone: 417-230-6096



Bill To:	Ship To
City of Bellbrook, OH	

Project

Item	Description	Qty	Price	Total
Boltek ERL-10	Lightning Detection System: Boltek ERL-10 Lightning Detection System • 1, 2 or 3 alarms levels (Red, Red/Yellow, Red/Orange/Yellow) • All Clear output (Green) • Fully configurable alarm distances, durations and high electric field levels • 20 miles / 32 km range • Available High electric field alert warns of conditions when first strike is more likely to occur • Fault output indicates status of the system • Status Monitor software shows current alarm state and minutes:seconds until All Clear • USB port for configuration and Status Monitor software	0	3,000.00	0.00T
SiraTrol SCB3...	Optional Backup Activation Point: SiraTrol SCB-3 Base Station. 6 Function, Two-Way, DTMF Encoder/Radio Interface, & SiraTrol® Software. Includes Maxon TPD1000 Radio & PSU, High-Gain Antenna, Lightning Arrestor, Mounting Bracket & Coax, + Installation.	0	6,800.00	0.00T

Terms and Conditions	Subtotal
Prices are good for 60 days. After 60 days, prices may be subject to change without notice. Please note that if a sales tax exempt form is not presented at the time of sale, sales tax may apply.	Sales Tax (0.0%)
Please read attached terms and conditions page for full details.	Total



Table Rock Alerting Systems, LLC
*Emergency Alerting Systems for
 Communities and Industry*

Item E, Section 10, Item

Estimate

Date	Estimate No.
7/31/2022	0267

33 Redbud Lane, Kimberling City, MO, 65686
 www.tablerockalertingsystems.com
 tablerockalerts@gmail.com
 Phone: 417-230-6096



Bill To:	Ship To
City of Bellbrook, OH	

Project

Item	Description	Qty	Price	Total
SiraTrol SCB-...	Cellular Activation (One Required Per Siren): SiraTrol SCB-2 Cellular Activation Module with Cellular Antenna kit *Requires customer-supplied SIM card with text & voice plan. **Proposal is good for 90 days as specified in bid documents.**	0	650.00	0.00T

Terms and Conditions	Subtotal	\$81,100.00
Prices are good for 60 days. After 60 days, prices may be subject to change without notice. Please note that if a sales tax exempt form is not presented at the time of sale, sales tax may apply.	Sales Tax (0.0%)	\$0.00
Please read attached terms and conditions page for full details.	Total	\$81,100.00



FEDERAL SIGNAL

Protecting people and our planet

Item E. Section 10, Item

Quote Number Q1 FWS073122BEL-RF

Contact Name Anthony Bizzarro Email a.bizzarro@cityofbellbrook.org
 Account Name Bellbrook, City of
 Bill To 15 E Franklin Street
 Bellbrook, OH 45305
 Phone (937) 848-3272
 Date 7/31/2022
 Quote Expires 11/5/2022

Product	Description	Quantity	Weight	Total Weight	Unit Price	Total Price
2001-130	Rotating Electro-mechanical Siren, 130dB(C) +/- 1 dB	2.00	485	970	\$7,148.40	\$14,296.80
2001TRBP	Transformer rectifier; 240 VAC (Nominal) to 48 VDC / 120 VAC Power Converter.	2.00	180	360	\$2,468.40	\$4,936.80
DCFCTBD	DC Siren Control, No Radio; includes standard sensor package (current, rotator, and intrusion); 120 VAC, NEMA4X aluminum, Four chargers, Two 48 VDC Contactors and NEMA3R Aluminum battery cabinet. (Requires (4) deep cycle marine batteries, sold separately)	2.00	234	468	\$5,202.20	\$10,404.40
Q19902163A-04	Radio, Kenwood NX5900BK 800Mhz, 35W, No Faceplate	2.00	0	0	\$1,330.52	\$2,661.04
1751586A	FCM Kenwood NX-800 radio interface cable.	2.00	0	0	\$150.00	\$300.00
OMNI-ENGREQ	Omni antenna, frequency band to be determined	2.00	0	0	\$321.90	\$643.80
AMB-P	Antenna pole mounting bracket	2.00	20	40	\$108.04	\$216.08
TK-IO-CUSTINS-ACDC	Turnkey Installation Includes: *New 50' class 2, wood pole *Framing of pole (siren head, transformer rectifier, control and battery box) *All conduits, disconnect and meter base (if required by customer) *Install antenna with proper grounding *Supply and install FVP batteries *All necessary materials and labor as outlined in Product manual	2.00	0	0	\$6,244.00	\$12,488.00
TK-IO-CUSTINS-STARTUP	Startup and commissioning after power is connected.	2.00	0	0	\$1,000.00	\$2,000.00
COMMANDER1-S10-LI	CommanderOne + Lightning Detection: Cloud Based Access from any computer or mobile device. (5) seats, (1) organization, supports up to 10 RTUs; compatible Federal Commander software (SFCD10) required (sold separately); with annual subscription.	1.00	0	0	\$3,850.00	\$3,850.00
SFCD10	Federal Commander digital software, up to 10 sites; includes first year warranty. Annual license/warranty/support available.	1.00	2	2	\$2,111.22	\$2,111.22

Account Name Bellbrook, City of

Federal Signal Manufacturers Representative - 2680 E. Main Street, S-1300, Plainfield, IN 46168 - 317-759-7337 (P) - 317-839-2662 (F)



Quote Number Q1 FWS073122BEL-RF

	Note: See product datasheet for computer minimum requirements; Windows 10 Professional Windows Server 2012-2019 R2.					
X-PCD1	Desktop personal computer with Monitor	1.00	0	0	\$3,005.14	\$3,005.14
SS2000+	Series C, encoder controller, desktop model (rack mount version also available).	1.00	8	8	\$3,022.90	\$3,022.90
BS-800	Base station radio (800 Mhz), power supply, microphone, 70' cable, lightning arrester.	1.00	30	30	\$3,025.12	\$3,025.12
1751586A	FCM Kenwood NX-800 radio interface cable.	1.00	0	0	\$150.00	\$150.00
OMNI-ENGREQ	Omni antenna, frequency band to be determined	1.00	0	0	\$321.90	\$321.90
AMB-W	Antenna wall mounting bracket	1.00	20	20	\$143.56	\$143.56
X-UPS	Smart uninterrupted power supply (UPS), 120V	1.00	150	150	\$1,273.54	\$1,273.54
	Includes: *System optimization of one control point *Installation of Federal Commander Software					
TK-IO-CUSTINS-SYSTOPT	*Installation of SS2000+ Encoder *Installation of Base Station Radio and Antenna (within 35' of encoder) *Training for administrator/operator (4-hours maximum)	1.00	0	0	\$8,036.00	\$8,036.00
TK-SD-SYSDSIGN	Project Management, Propagation Studies and Pre-Construction Surveying, plus shipping & freight.	1.00	0	0	\$3,921.00	\$3,921.00
Grand Total						\$76,807.30



NOTES:

- 1) TK-IO-CUSTINS-ACDC includes any license/permits required.
- 2) Customer is responsible for getting power to the pole; to include, additional charges will apply.

Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:
sales@capitolelectronics.com
 F: 317-839-2662

1. Purchase order must be made out to: Federal Signal Corporation - SSG, 2645 Federal Signal Drive, University Park, IL 60484; Payment

Account Name Bellbrook, City of

Federal Signal Manufacturers Representative - 2680 E. Main Street, S-1300, Plainfield, IN 46168 – 317-759-7337 (P) – 317-839-2662 (F)

City of Bellbrook
RFP Rating Sheet

Item E. Section 10, Item

Rating Factor	Weight	Respondent Name									
		Federal Signal		Sentry Siren							
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Overall Cost Proposal	0.20	3.5	0.70	3.5	0.70		0.00		0.00		0.00
Prior Experience - e.g., history, review of clients and references	0.15	3.5	0.53	4	0.60		0.00		0.00		0.00
Quality of Proposal - Understands services needed and addressed City's project with a complete plan	0.20	3	0.60	3	0.60		0.00		0.00		0.00
Quality of Components - Provides modern equipment and integration for effectiveness of system	0.25										
Timeline for project completion	0.20	3	0.60	4	0.80		0.00		0.00		0.00
	1.00	13	2.43	14.5	2.70		0.00		0.00		0.00

Instructions: Enter a score (0 - 5) in each of the evaluation criteria boxes:

- 0 - Does not meet minimum requirements ; unresponsive
- 1 - Well below average; barely meets minimum requirements
- 2 - Slightly below average; meets minimum requirements
- 3 - Average; meets minimum requirements, may exceed minimum in some areas
- 4 - Above Average; exceeds minimum requirements in many or all areas
- 5 - Outstanding; far exceeds minimum requirements in most areas

Review Committee:

Review Date: 8/8/2022

Rob Schommer
Chief Bizzarro
Melissa Jones

Rater Score Sheets

Rob Schommer

Category	Federal	Sentry	AVG
Price Proposal	3	4	3.5
Prior Experience	4	3	3.5
Quality of Proposal	3	3	3
Quality of Components	3	4	3.5
Timeliness of completion	3	3	3
			16.5

Chief Bizzarro

Category	Federal	Sentry	AVG
Price Proposal	3	4	3.5
Prior Experience	4	4	4
Quality of Proposal	3	3	3
Quality of Components	3	4	3.5
Timeline for Completion	4	4	4
			18

Melissa Jones

Category	Federal	Sentry	AVG
Price Proposal	3	4	3.5
Prior Experience	4	4	4
Quality of Proposal	3	3	3
Quality of Components	3	4	3.5
Timeline for Completion	4	4	4
			18

Category	Federal	Sentry
Price Proposal		
Prior Experience		
Quality of Proposal		
Quality of Components		
Tgimeline for Completion		

File Attachments for Item:

F. Resolution 2022-R-30 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO HIRE SPECIAL COUNSEL FOR LEGAL SERVICES RELATED TO PFAS (Middlestetter)

RECORD OF RESOLUTIONS

Item F. Section 10, Item

Resolution No. 2022-R-30

August 22, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-30

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO HIRE SPECIAL COUNSEL FOR LEGAL SERVICES RELATED TO PFAS

WHEREAS, the City of Bellbrook has experienced water contamination problems from the presence of per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS, the City of Bellbrook may sue and be sued in any court and wishes to retain counsel to represent it against the appropriate defendants relative to the presence of PFAS in the City’s drinking water supply.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to enter into a contingency fee Agreement with national law firms: Baron & Budd P.C. and Cossich, Sumich, Parsiola & Taylor, L.L.C., with McNamee & McNamee, PLL and Oths, Heiser, Miller, Waigand, and Clagg, LLC as local counsel (collectively “Law Firms”), to provide legal services related to the presence of PFAS in the City’s water supplies 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 _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2022-R-30 Exhibit A**LEGAL SERVICES AGREEMENT**

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between the City of Bellbrook, Ohio (“Client”) and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, McNamee & McNamee, LLP, and Oths, Heiser, Miller, Waigand & Clagg, LLC (collectively referred to as “Attorneys”).

2. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY.** By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.

3. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates _____ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.

4. **SCOPE AND DUTIES.** Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. **JOINT RESPONSIBILITY.** Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, McNamee & McNamee, LLP, and Oths, Heiser, Miller, Waigand & Clagg, LLC assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of 30% of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the

Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed 30% of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur such expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. **DIVISION OF ATTORNEYS' FEES.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows: 37.5% to Baron & Budd, PC; 37.5% to Cossich, Sumich, Parsiola & Taylor, LLC; 12.5% to McNamee & McNamee, LLP; and 12.5% to Oths, Heiser, Miller, Waigand & Clagg, LLC.

11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of

Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other

counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

McNamee & McNamee, LLP
2625 Commons Boulevard
Beavercreek, Ohio 45431

Oths, Heiser, Miller, Waigand & Clagg, LLC
16 E. Broadway Street
Wellston, Ohio 45692

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other

agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the Ohio Rules of Professional Conduct.

Agreed to by:

Date: _____

CITY OF BELLBROOK, OHIO

Printed name and title ("Client")

Signature

ATTORNEYS:

Scott Summy, Baron & Budd, P.C.

Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

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

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

File Attachments for Item:

A. Community Investment Corporation.

Discussion regarding the formation of a CIC related to previously established City Goals



Ohio Revised Code

Section 1724.01 Community improvement corporations.

Effective: April 7, 2009

Legislation: Senate Bill 353 - 127th General Assembly

(A) As used in this chapter:

(1) "Community improvement corporation" means an economic development corporation or a county land reutilization corporation.

(2) "Economic development corporation" means a corporation organized for the purposes described in division (B)(1) of this section.

(3) "County land reutilization corporation" means a corporation organized under section 1724.04 of the Revised Code for the purposes described in division (B)(2) of this section.

(B) A corporation not for profit may be organized in the manner provided in section 1702.04 of the Revised Code, and as provided in sections 1724.01 to 1724.09 of the Revised Code, for the purposes of:

(1) Advancing, encouraging, and promoting the industrial, economic, commercial, and civic development of a community or area; or

(2)(a) Facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the county for whose benefit the corporation is being organized, but not limited to the purposes described in division (B)(2) of this section;

(b) Efficiently holding and managing vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization;

(c) Assisting governmental entities and other nonprofit or for-profit persons to assemble, clear, and clear the title of property described in this division in a coordinated manner; or



(d) Promoting economic and housing development in the county or region.



Ohio Revised Code

Section 1724.02 Powers of corporation.

Effective: March 31, 2021

Legislation: House Bill 312 - 133rd General Assembly

(A) In furtherance of the purposes set forth in section 1724.01 of the Revised Code, a community improvement corporation shall have the following powers:

(1)(a) To borrow money for any of the purposes of the community improvement corporation by means of loans, lines of credit, or any other financial instruments or securities, including the issuance of its bonds, debentures, notes, or other evidences of indebtedness, whether secured or unsecured, and to secure the same by mortgage, pledge, deed of trust, or other lien on its property, franchises, rights, and privileges of every kind and nature or any part thereof or interest therein; and

(b) If the community improvement corporation is a county land reutilization corporation, the corporation may request, by resolution:

(i) That the board of county commissioners of the county served by the corporation pledge a specifically identified source or sources of revenue pursuant to division (C) of section 307.78 of the Revised Code as security for such borrowing by the corporation; and

(ii)(I) If the land subject to reutilization is located within an unincorporated area of the county, that the board of county commissioners issue notes under section 307.082 of the Revised Code for the purpose of constructing public infrastructure improvements and take other actions as the board determines are in the interest of the county and are authorized under sections 5709.78 to 5709.81 of the Revised Code or bonds or notes under section 5709.81 of the Revised Code for the refunding purposes set forth in that section; or

(II) If the land subject to reutilization is located within the corporate boundaries of a municipal corporation, that the municipal corporation issue bonds for the purpose of constructing public infrastructure improvements and take such other actions as the municipal corporation determines are in its interest and are authorized under sections 5709.40 to 5709.43 of the Revised Code.



(2) To make loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and to establish and regulate the terms and conditions with respect to any such loans; provided that an economic development corporation shall not approve any application for a loan unless and until the person applying for said loan shows that the person has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution. Nothing in this division shall preclude a county land reutilization corporation from making revolving loans to community development corporations, private entities, or any person for the purposes contained in the corporation's plan under section 1724.10 of the Revised Code.

(3) To purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and to sell, convey, transfer, lease, sublease, or otherwise dispose of real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the community improvement corporation from time to time in the satisfaction of debts or enforcement of obligations, and to enter into contracts with third parties, including the federal government, the state, any political subdivision, or any other entity. A county land reutilization corporation shall not acquire an interest in real property if such acquisition causes the number of occupied real properties held by the corporation to exceed the greater of either fifty properties or twenty-five per cent of all real property held by the corporation for reutilization, reclamation, or rehabilitation. For the purposes of this division, "occupied real properties" includes all real properties that are not unoccupied as that term is defined in section 323.65 of the Revised Code.

(4) To acquire the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and to assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; to acquire, reclaim, manage, or contract for the management of improved or unimproved and underutilized real estate for the purpose of constructing industrial plants, other business establishments, or housing thereon, or causing the same to occur, for the purpose of assembling and enhancing utilization of the real estate, or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants, other business establishments, or housing; and to acquire, reclaim, manage, contract for the management of, construct or reconstruct, alter, repair, maintain, operate,



sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants, business establishments, or housing.

(5) To acquire, subscribe for, own, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, to exercise all the rights, powers, and privileges of ownership, including the right to vote therein, provided that no tax revenue, if any, received by a community improvement corporation shall be used for such acquisition or subscription.

(6) To mortgage, pledge, or otherwise encumber any property acquired pursuant to the powers contained in division (A)(3), (4), or (5) of this section.

(7) Nothing in this section shall limit the right of a community improvement corporation to become a member of or a stockholder in a corporation formed under Chapter 1726. of the Revised Code.

(8) To serve as an agent for grant applications and for the administration of grants, or to make applications as principal for grants for county land reutilization corporations.

(9) To exercise the powers enumerated under Chapter 5722. of the Revised Code on behalf of a county that organizes or contracts with a county land reutilization corporation.

(10) To engage in code enforcement and nuisance abatement, including, but not limited to, cutting grass and weeds, boarding up vacant or abandoned structures, and demolishing condemned structures on properties that are subject to a delinquent tax or assessment lien, or property for which a municipal corporation or township has contracted with a county land reutilization corporation to provide code enforcement or nuisance abatement assistance.

(11) To charge fees or exchange in-kind goods or services for services rendered to political subdivisions and other persons or entities for whom services are rendered.

(12) To employ and provide compensation for an executive director who shall manage the operations of a county land reutilization corporation and employ others for the benefit of the corporation as



approved and funded by the board of directors. No employee of the corporation is or shall be deemed to be an employee of the political subdivision for whose benefit the corporation is organized solely because the employee is employed by the corporation.

(13) To purchase tax certificates at auction, negotiated sale, or from a third party who purchased and is a holder of one or more tax certificates issued pursuant to sections 5721.30 to 5721.43 of the Revised Code.

(14) To be assigned a mortgage on real property from a mortgagee in lieu of acquiring such real property subject to a mortgage.

(15) To act as a portal operator for purposes of an OhioInvests offering under sections 1707.05 to 1707.058 of the Revised Code.

(16) To do all acts and things necessary or convenient to carry out the purposes of section 1724.01 of the Revised Code and the powers especially created for a community improvement corporation in Chapter 1724. of the Revised Code, including, but not limited to, contracting with the federal government, the state or any political subdivision, a board of county commissioners pursuant to section 307.07 of the Revised Code, a county auditor pursuant to section 319.10 of the Revised Code, a county treasurer pursuant to section 321.49 of the Revised Code, and any other party, whether nonprofit or for-profit. An employee of a board of county commissioners, county auditor, or county treasurer who, pursuant to a contract entered into in accordance with section 307.07, 319.10, or 321.49 of the Revised Code, provides services to a county land reutilization corporation shall remain an employee of the county during the provision of those services.

(B) The powers enumerated in this chapter shall not be construed to limit the general powers of a community improvement corporation. The powers granted under this chapter are in addition to those powers granted by any other chapter of the Revised Code, but, as to a county land reutilization corporation, shall be used only for the purposes enumerated under division (B)(2) of section 1724.01 of the Revised Code.

(C) Ownership of real property by an economic development corporation does not constitute public ownership unless the economic development corporation has applied for and been granted a tax



exemption for the property under section 5709.08 of the Revised Code.



Ohio Revised Code

Section 1724.10 Political designating community improvement corporation as agency for development.

Effective: September 15, 2014

Legislation: House Bill 483, Senate Bill 172 - 130th General Assembly

(A) A community improvement corporation may be designated:

(1) By a county, one or more townships, one or more municipal corporations, two or more adjoining counties, or any combination of the foregoing as the agency of each such political subdivision for the industrial, commercial, distribution, and research development in such political subdivision when the legislative authority of such political subdivision has determined that the policy of the political subdivision is to promote the health, safety, morals, and general welfare of its inhabitants through the designation of a community improvement corporation as such agency;

(2) Solely by a county as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the county;

(3) By any political subdivision as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the political subdivision if the subdivision enters into an agreement with the community improvement corporation that is the agency of a county, under division (A)(2) of this section, designating the corporation as the agency of the political subdivision.

(B) Designations under this section shall be made by the legislative authority of the political subdivision by resolution or ordinance. Any political subdivision which has designated a community improvement corporation as such agency under this section may enter into an agreement with it to provide any one or more of the following:

(1) That the community improvement corporation shall prepare a plan for the political subdivision of industrial, commercial, distribution, and research development, or of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property, and such plan shall provide therein the extent to which the community improvement corporation shall participate as the



agency of the political subdivision in carrying out such plan. Such plan shall be confirmed by the legislative authority of the political subdivision. A community improvement corporation may insure mortgage payments required by a first mortgage on any industrial, economic, commercial, or civic property for which funds have been loaned by any person, corporation, bank, or financial or lending institution upon such terms and conditions as the community improvement corporation may prescribe. A community improvement corporation may incur debt, mortgage its property acquired under this section or otherwise, and issue its obligations, for the purpose of acquiring, constructing, improving, and equipping buildings, structures, and other properties, and acquiring sites therefor, for lease or sale by the community improvement corporation in order to carry out its participation in such plan. Except as provided for in division (C) of section 307.78 of the Revised Code, any such debt shall be solely that of the corporation and shall not be secured by the pledge of any moneys received or to be received from any political subdivision. All revenue bonds issued under sections 1724.02 and 1724.10 of the Revised Code are lawful investments of banks, savings and loan associations, deposit guarantee associations, trust companies, trustees, fiduciaries, trustees or other officers having charge of sinking or bond retirement funds of municipal corporations and other subdivisions of the state, and of domestic insurance companies notwithstanding sections 3907.14 and 3925.08 of the Revised Code. Not less than two-fifths of the governing board of any economic development corporation designated as the agency of one or more political subdivisions shall be composed of mayors, members of municipal legislative authorities, members of boards of township trustees, members of boards of county commissioners, or any other appointed or elected officers of such political subdivisions, provided that at least one officer from each political subdivision shall be a member of the governing board. Membership on the governing board of a community improvement corporation does not constitute the holding of a public office or employment within the meaning of sections 731.02 and 731.12 of the Revised Code or any other section of the Revised Code. The board of directors of a county land reutilization corporation shall be composed of the members set forth in section 1724.03 of the Revised Code. Membership on such governing boards shall not constitute an interest, either direct or indirect, in a contract or expenditure of money by any municipal corporation, township, county, or other political subdivision. No member of such governing boards shall be disqualified from holding any public office or employment, nor shall such member forfeit any such office or employment, by reason of membership on the governing board of a community improvement corporation notwithstanding any law to the contrary.

Actions taken under this section shall be in accordance with any applicable planning or zoning



regulations.

Any agreement entered into under this section may be amended or supplemented from time to time by the parties thereto.

An economic development corporation designated as the agency of a political subdivision under this section shall promote and encourage the establishment and growth in such subdivision of industrial, commercial, distribution, and research facilities. A county land reutilization corporation designated as the agency of a political subdivision in an agreement between a political subdivision and a corporation shall promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the subdivision.

(2) Authorization for the community improvement corporation to sell or to lease any real property or interests in real property owned by the political subdivision determined from time to time by the legislative authority thereof not to be required by such political subdivision for its purposes, for uses determined by the legislative authority as those that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision, will provide additional opportunities for their gainful employment, or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the subdivision. The legislative authority shall specify the consideration for such sale or lease and any other terms thereof. Any determinations made by the legislative authority under this division shall be conclusive. The community improvement corporation acting through its officers and on behalf and as agent of the political subdivision shall execute the necessary instruments, including deeds conveying the title of the political subdivision or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of such agreement shall be recorded in the office of the county recorder of any county in which real property or interests in real property to be sold or leased are situated prior to the recording of a deed or lease executed pursuant to such agreement.

(3) That the political subdivision executing the agreement will convey to the community improvement corporation real property and interests in real property owned by the political subdivision and determined by the legislative authority thereof not to be required by the political



subdivision for its purposes and that such conveyance of such real property or interests in real property will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision, provide additional opportunities for their gainful employment or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the subdivision, for the consideration and upon the terms established in the agreement, and further that as the agency for development or land reutilization the community improvement corporation may acquire from others additional real property or interests in real property, and any real property or interests in real property so conveyed by it for uses that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities required for the people of the political subdivision and for their gainful employment or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the subdivision. Any conveyance or lease by the political subdivision to the community improvement corporation shall be made without advertising and receipt of bids. If any real property or interests in real property conveyed by a political subdivision under this division are sold by the community improvement corporation at a price in excess of the consideration received by the political subdivision from the community improvement corporation, such excess shall be paid to such political subdivision after deducting, to the extent and in the manner provided in the agreement, the costs of such acquisition and sale, taxes, assessments, costs of maintenance, costs of improvements to the real property by the community improvement corporation, service fees, and any debt service charges of the corporation attributable to such real property or interests.

The Legislative Service Commission presents the text of this section as a composite of the section as amended by multiple acts of the General Assembly. This presentation recognizes the principle stated in R.C. 1.52(B) that amendments are to be harmonized if reasonably capable of simultaneous operation.