

PUBLIC NOTICE

AGENDA ADMINISTRATIVE SERVICES COMMITTEE MEETING

*Chair: Kristopher Parrish
Committee Members: Lisa Evans and Kim Chamberland*

Monday, November 6, 2023, at 5:00 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the September 28, 2023, Administrative Services Committee Minutes

Agenda Items:

- Discussion: Emergency Generator Grant Quotes
- Discussion: Dinsmore Billings for Lawsuit
- Discussion: Clermont County Engineer Paving Program Invoice
- Discussion: Terracon BUSTER Change Order
- Discussion: Five Points Landing Final Change Order Close Out

And all other matters that may properly come before the Committee.

Adjourn

**Administrative Services Committee
Meeting Minutes
September 28, 2023**

Mr. Parrish called the meeting to order at 5:00 p.m.

Present: Kristopher Parrish Lisa Evans and Kim Chamberland

Staff: City Manager, Michael Doss, and Executive Assistant Jackie Bain

Visitors: None

Proceedings: Approve the proceedings from the July 17, 2023, Administrative Services Committee Minutes. Ms. Chamberland made a motion to approve.
Seconded by Mr. Parrish. Ms. Evans abstain.

**DISCUSSION: REBATE OF PROPERTY TAX TO JLC REAL ESTATE LLC
DBA MILFORD FAMILY DENTISTRY**

Mr. Doss reviewed and discussed with the committee property tax rebate information for JLC Real Estate LLC dba Milford Family Dentistry. There was a discussion regarding the reimbursement amount of the rebate. The five years for the Property Tax Rebate Incentive Program would start when they acquired their current property (former PNC Bank location). The committee agreed to reimburse JLC Real Estate LLC dba Milford Family Dentistry a five-year period reimbursement starting with tax years 2020 to 2022 (payable 2021 to 2023) in a lump sum of \$8,678.59. The subsequent tax years for the rebate will be made payable for each remaining tax year under the program.

*THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR
PREPARE AN ORDINANCE AUTHORIZING THE REBATE OF PROPERTY TAX TO
MILFORD FAMILY DENTISTRY FOR FIVE YEARS WITH THE FIRST REBATE
LUM SUM AMOUNT OF \$8,678.59 FOR TAX YEARS 2020 TO 2022 (PAYABLE
2021 TO 2023)*

DISCUSSION: REPEAL OF MILFORD PROPERTY TAX REBATE INCENTIVE PROGRAM

Mr. Doss Discussed Repealing Ordinance 17-1260 -Milford Property Tax Rebate Incentive Program. There was further discussion to possibly bring this program back in the future. Mr. Doss said that there are currently some available programs through the Community Reinvestment Act (CRA).

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR PREPARE AN ORDINANCE REPEALING MILFORD PROPERTY TAX REBATE INCENTIVE PROGRAM (ORDINANCE 17-1260)

DISCUSSION: FIVE POINTS LANDING CHANGE ORDER – PARKING LOT ENTRANCE

Mr. Doss wanted to bring before the committee information regarding a change order in the amount of \$6,802.95 which is all part of the collective expense that has been put into the Five Points Landing Park. The Change Order was required when they started to dig out and mill down to put in the base, there were divots that were starting to sink since it was not steady within the soil. They had to place some sub grade to stabilize the entrance and exit surface of the parking lot.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE APPROVING THE CHANGE ORDER ASSOCIATED WITH UNDERCUT MAIN PARKING LOT ENTRY AT THE FIVE POINTS LANDING PARK PROJECT IN THE AMOUNT OF \$6,802.95

There being no further business, the meeting adjourned at 5:23 pm with a motion from Ms. Chamberland, Seconded by Ms. Evans

Respectfully submitted, Jackie Bain, Executive Assistant



Job Name: City of Milford-Main St Booster

Offer: 20587

Quote Number:0027025042

Quote Submitted: 10-04-2023

Valid Through: 11-03-2023

Version 3.00

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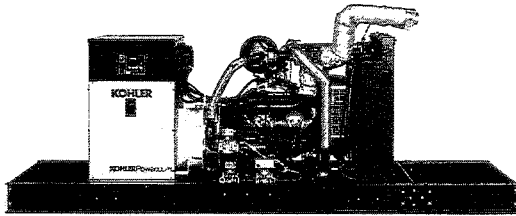
With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 11-03-2023 in order to maintain pricing. No freight is included in this proposal due to widespread fluctuations in freight cost. Freight will be billed at cost + 5% at the time of shipment.

To:

From:

Josh Griffin
Power System Sales
Buckeye Power Sales
4992 Rialto Rd.
West Chester OH, 45069
P: 513-673-2621 513-755-4545
jgriffin@buckeyepowersales.com

Generator



Kohler Model: KG80

This gas generator set equipped with a 4R9X alternator operating at 277/480 volts is rated for 80kW/100 kVA. Output amperage: 121

Standard Features:

- EPA-Certified for Stationary Emergency Applications
- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- CSA approval is available.
- The generator set accepts rated load in one step.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Natural gas, LP gas, and dual fuel models are available.
- Alternator Protection
- Battery Rack and Cables
- Electronic, Isochronous Governor
- Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature
- Open Unit Accessory Kit (radiator duct flange, stone guard, and flexible exhaust)

Alternator Features:

- The unique Fast-Response™ II excitation system delivers excellent voltage response and short circuit capability using a permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broad range reconnect ability.

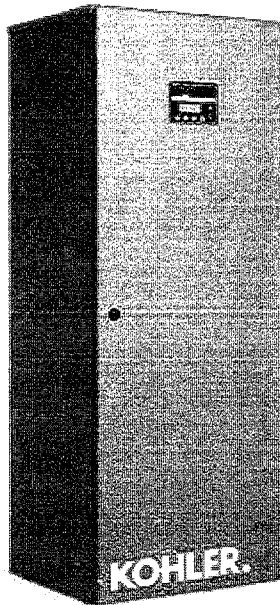


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Qty	Description
1	KG80 Generator Set Includes the following: Literature Languages Approvals and Listings Engine Nameplate Rating Voltage Alternator Cooling System Skid and Mounting Air Intake Controller Enclosure Type Enclosure Material Starting Aids, Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Rating, LCB 1 Amps, LCB 1 Trip Type, LCB 1 Interrupt Rating LCB 1 Miscellaneous Accy,Installed Miscellaneous Accy,Installed Warranty Testing, Additional Total unit length in inches Total unit width in inches Total unit height in inches Total unit weight (lbs) Weight/Dimensions Disclaimer * 1 NEC Remote, E-Stop 1 Flexible Fuel Line 1 RSA III, Annunciator only
	English UL2200 Listing/cUL Genset List UL, NG, Standby Standby 130C Rise 60Hz, 277/480V, Wye, 3Ph, 4W 4R9X Unit Mounted Radiator, 50C Skid, 44" Standard Duty APM402 Weather Steel 1500W,110-120V Battery, 1/12V, Wet Battery Charger, 10A Run Relay 80% Rated 125 Thermal Magnetic 18kA at 480V Coolant in Genset Rodent Guards 2 Year Power Factor Test,0.8,3Ph Only 150 48 74 3,498 Estimates-Not for Construction

Automatic Transfer Switch



Kohler Model: KSS-AMTC-0150S

3 Pole, 4 Wire, Solid Neutral, 150 amp, Kohler Specific Breaker rated Standard automatic transfer switch, Model KSS-AMTC-0150S, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Qty	Description																								
1	<p>ATS KSSB Transfer Switch System</p> <p>KSS-AMTC-0150S</p> <p>Includes the following:</p> <table> <tr> <td>Literature Languages</td><td>English</td></tr> <tr> <td>Mechanism</td><td>Specific Breaker</td></tr> <tr> <td>Transition</td><td>Standard</td></tr> <tr> <td>Logic</td><td>1200</td></tr> <tr> <td>Voltage</td><td>480V / 60 Hz</td></tr> <tr> <td>Poles & Wires</td><td>3 Pole/4 Wire, Solid Neutral</td></tr> <tr> <td>Enclosure</td><td>Nema 3R</td></tr> <tr> <td>Amps</td><td>150 Amps</td></tr> <tr> <td>Connection</td><td>Standard</td></tr> <tr> <td>Miscellaneous Acc.,Installed</td><td>Lockable User Interface Cover</td></tr> <tr> <td>Miscellaneous Acc.,Installed</td><td>Heater, MPAC</td></tr> <tr> <td>Warranty</td><td>1-YR STANDARD</td></tr> </table>	Literature Languages	English	Mechanism	Specific Breaker	Transition	Standard	Logic	1200	Voltage	480V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 3R	Amps	150 Amps	Connection	Standard	Miscellaneous Acc.,Installed	Lockable User Interface Cover	Miscellaneous Acc.,Installed	Heater, MPAC	Warranty	1-YR STANDARD
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Clarifications

- Start-up including - antifreeze, lube oil, battery, preparation (single visit during normal business hours). **If a start-up needs to be done at a time other than normal business hours, then prior arrangements need to be made and overtime charges may apply.**
 - **Diesel Fuel by others.**
 - On Site Fuel Tank Pressure Testing as required by the State of Ohio Fire Marshal **INCLUDED**
 - **Warranty - One (1) Year on ATS, Two (2) years, on Generator.**
 - **Resistive Load Bank Test - Performed during start-up.**
1. No freight included in this proposal due to widespread fluctuations in freight cost. Freight will be billed at cost + 5% at the time of shipment.
 2. Buckeye Power Sales Co, Inc will not be liable for any delays in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.
 3. This quote is limited to the Bill of Material provided only regardless of specifications. No other equipment or services are included or implied.
 4. No engineering specifications or drawings were provided as a basis for the preparation of this quotation. If specifications or drawings are provided later, Buckeye Power Sales reserves the right to re-quote the project.
 5. Indoor, open generator sets are supplied with loose exhaust system parts. Installation and insulation by others.
 6. Prior to the initial fueling, by installing contractor, the State of Ohio Fire Code 3401.4 requires all generator sub-base diesel fuel storage tanks (501 gallons and above) be permitted to install, remove, alter or place temporarily out of service. In addition, the tank is required to be tested in accordance with NFPA 30, (2008 edition) Section 21.5.2 in order to receive an approved "Installation & Alteration Permit." This testing must be witnessed & approved by the Local Municipality's Fire Inspector, if available, or the State Fire Marshall's Inspector if the state is issuing the permit. Tanks 500 & below must be pressure tested, but do not require to be witnessed and no permit is needed.
 7. ***Security fencing and vehicle protection bollards are NOT included in this fee. Permits cannot be approved until a security fence and vehicle protection bollards are installed, if applicable. The contractor is responsible for the installation of these items.
 8. Buckeye Power Sales Co, Inc. and the Kohler Company are not responsible in any way for liquidated damages due to shipping delays.
 9. Ground Fault Circuit Interrupter Testing is not included on service entrance rated breakers
 10. Convenience Outlets by others.
 11. NETA Testing, Harmonic Testing, Infrared Scanning, and Coordination Study to be provided by others, if needed.
- F.O.B. Factory
 - Freight: **NOT INCLUDED. FREIGHT WILL BE BILLED AT COST + 5% AT TIME OF SHIPMENT**
 - Terms: 100% net ten (10) days; 2% per month after (30) days. Subject to credit approval.
 - Submittals: 1-2 weeks following receipt of order
 - **Quote Expires: (30) days. Due to current market volatility, orders placed beyond (30) days from quote date require a revised quote prior to order acceptance by Buckeye Power Sales.**
 - Please call TEN to FOURTEEN business days prior to requested startup of unit to allow for scheduling.



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OFFER TOTAL SELL PRICE: \$35,328.00

Adder for Crane/Offloading: \$3,500.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Buckeye Power Sales to use this form as a bona fide purchase order of the equipment shown on Offer Number: 20587, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company Buckeye Power Sales

Print Name: Cathy Monroe

Title: Power System Sales

Signature: _____

Date: _____

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____



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TERMS AND CONDITIONS

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims



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that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.



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All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.



Quotes Received **September 7, 2023**

QUOTES	BASE QUOTE	GENERATOR SIZE	ATS SWITCH	ALTERNATIVE QUOTE OPTION	OUTDOOR ENCLOSURE	DELIVERY TIME	WARRANTY	DELIVERY METHOD
Ohio CAT 11330 Mosteller Road Cincinnati, OH 45241 800-637-5000 Paul Cassidy, pcassidy@ohiocat.com	\$57,318.00	60HZ 480 VOLT (WYE), 100 kW	260 amp, 480V	N/a	Not quoted	Generator: 42-45 Weeks, ATS: 4-8 Weeks	Quote is for 100kW, 80kW not available	Delivery included offloading by others
Buckeye Power Sales 4992 Ridito Rd. West Chester, OH 45069 513 673 2621 Josh Griffin, jgriffin@buckeyepowersales.com	<i>original</i> \$41,706.00	80kW/10kVA Output amperage 121	260 amp, 480V, 60 Hz	Propose a Size 150A Deduct of \$2,010.00	Generator: Steel Enclosure ATS: Nema 3R	Generator 33-36 Weeks, ATS: 12 Weeks per follow up email	1 year	Offloading and Crane Included
Buckeye Power Sales 4992 Ridito Rd. West Chester, OH 45069 513 673 2621 Josh Griffin, jgriffin@buckeyepowersales.com	<i>revised</i> \$35,328.00	60HZ, 277/480V	150 amp, 480V, 60 Hz	Propose a Size 150A Deduct of \$2,010.00	Generator: Steel Enclosure ATS: Nema 3R	Generator 33-36 Weeks, ATS: 12 Weeks per follow up email	Generator: 2 year, ATS: 1 year	Offloading and Crane additional cost at \$3,500
Generator Systems PO Box 465 200 Loveland Madeira Rd, 45140 (330) 630-0890 Jay Piper, jpiper@generatorsystems.com	\$34,204.00	80 kW, 277/480 VAC, 60 Hz	150A 60Hz 480V	Propose a Size 150A Deduct of \$1,0160	Generator: Steel Enclosure	Generator: 16-22 Weeks, ATS: 10-12 Weeks	Generator: 2 year, ATS: 2 year	Rigging on to pod *see clarifications bullet 3
Cummins 5400 Ridito Rd. West Chester, OH 45069 513-280-013 Pete Zelinskas, peter.zelinskas@cummins.com	\$30,080.00	80kW, 60Hz, 277/480	150A 60Hz 480V	N/a	Generator : Aluminum	Generator: 36 Weeks, ATS: 13 Weeks per follow up email	Generator: 2 year, ATS: 1 year.	Delivery included offloading by others

Buckeye Power Sales Notes:	Ohio CAT Notes:	Cummins Notes:	Generator Systems Notes:
<p>Start up including antifreeze, lube oil, battery, preparation (single visit during normal business hours). If a start up needs to be done at a time other than normal business hours, then prior arrangements need to be made and overtime charges will apply.</p> <ul style="list-style-type: none"> • Offloading and setting by crane included • Warranty One (1) Year • Resistive Load Bank Test Performed during start up <p>1. Buckeye Power Sales Co, Inc will not be liable for any delays in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.</p> <p>2. This quote is limited to the Bill of Material provided only regardless of specifications. No other equipment or services are included or implied.</p> <p>3. No engineering specifications or drawings were provided as a basis for the preparation of this quotation. If specifications or drawings are provided later, Buckeye Power Sales reserves the right to re quote the project.</p> <p>4. ***Security fencing and vehicle protection bollards are NOT included in this fee. Permits cannot be approved until a security fence and vehicle protection bollards are installed, if applicable. The contractor is responsible for the installation of these items.</p> <p>5. Buckeye Power Sales Co, Inc. and the Kohler Company are not responsible in any way for liquidated damages due to shipping delays.</p> <p>6. Ground Fault Circuit Interrupter Testing is not included on service entrance rated breakers</p> <p>7. Convenience Outlets by others.</p> <p>8. NEITA Testing, Harmonic Testing, Infrared Scanning, and Coordination Study to be provided by others, if needed.</p> <ul style="list-style-type: none"> • F.O.B. Factory • Freight: INCLUDED • Terms: 100% net ten (10) days; 2% per month after (30) days. Subject to credit approval. • Submittals: 12 weeks following receipt of order • Quote Expires: (30) days. Due to current market volatility, orders placed beyond (30) days from quote date require a revised quote prior to order acceptance by Buckeye Power Sales. • Please call TEN to FOURTEEN business days prior to requested startup of unit to allow for scheduling. 	<p>1. Two week notice required for start-up scheduling.</p> <p>Start up to take place during normal business hours Monday- Friday.</p> <p>2. Quote based on RFQ #23028, KGS80 Spec Sheet, and KSS-AMTC-0260S spec sheet provided by Brandstetter Carroll.</p> <p>3. Buy American not specified. This quote does not meet buy American requirements.</p> <p>4. Gas regulator by others.</p> <p>5. Anchoring by others.</p> <p>6. Generator upsized to 100Kw as 80Kw unit is not available.</p>	<p>1. No drawings were available for quoting this project. Only Kohler cut sheets were provided.</p> <p>2. Bumping the ATS to 260A will add \$813 to this quote.</p> <p>3. Because booster stations are normally not occupied, remote annunciators are not used, and one is not included with this quote. If required, please add \$270.</p> <p>4. Cummins standard start-up and testing are included. Additional extensive tests, if required, may add costs.</p>	<ul style="list-style-type: none"> • Our price does not include natural gas piping and regulators, engineered drawings, electrical or building permitting, site preparation, installation, concrete pad, any required protection bollards, or fencing. • Factory installed exhaust is provided. Any modification done by others/ mechanical contractor • Unloading and positioning equipment will be furnished by others. • NEITA testing, Harmonic content testing to be performed by others. • GSI reserves the right to correct all errors and omissions. • GSI limits its scope of supply to this Bill of Material. No other equipment is supplied unless further agreed upon in writing. • Commissioning and load bank testing are quoted during normal working hours- M-F 8am-4pm, unless otherwise stated in writing. • Fire pump ATS are supplied by others. • Taxes are not included in the price. • Freight costs are estimated to first destination is shown below and is not included in the item pricing. • No drawings were received. We have configured the unit to a well-equipped standard. • Generac is bidding as a "Voluntary Alternator" to the listed specified suppliers. We have quoted to the intent of the specifications. • This quote is per Generator Systems Terms and Conditions

Michael Doss

From: Sheila Osei <sheila.osei@zurichna.com>
Sent: Friday, October 27, 2023 4:17 PM
To: Pat Wirthlin
Cc: Michael Doss; Bryan E. Pacheco
Subject: [External] Claim #9640471142 Claimant: Tara Menkhaus v. City of Milford

Dear Pat,

As you know, I am currently handling this claim at Zurich involving the claimant, Tara Menkhaus. As a reminder, the claimant is suing the City of Milford regarding a new ordinance covering short term rentals. The claimant is seeking a retraining order and an injunction against the City. This claim is covered under the City's Public Officials E&O Liability policy, policy period 5/13/22-5/13/23. There is an Amendatory Endorsement to the policy for non-monetary damages, which states that Zurich will provide defense costs up to \$25,000. This matter falls under this Endorsement.

It has come to our attention that Zurich paid more than the monetary defense limit of \$25,000 to the defense firm currently handling this matter (Dinsmore Shohl). I have brought this to the attention of the handling attorney, Bryan Pacheco, Esq., to rectify the situation. Going forward, the defense firm will bill the City directly for future legal services for this matter.

Please let me know if you have any questions.

Thanks!



Sheila N. Osei, Esq.

Claims Professional – Professional Programs

Zurich North America

PO Box 968041

Schaumburg, IL 60196

Office: (212) 871-1540

Fax: (866) 255-2962

zurichna.com



*Please note that I am physically located in New York, NY in the Eastern Standard Time Zone (EST).

****Please send any claim related documents to usz.zurich.claims.documents@zurichna.com. Please include the claim number on the subject line.**

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CLERMONT COUNTY ENGINEER'S OFFICE

Jeremy P. Evans, P.E., P.S.

Clermont County Engineer

October 11, 2023

City of Milford
Michael Doss
745 Center Street
Milford, Ohio 45150

Dear Michael:

RE: City of Milford
2023 Road Resurfacing Final Cost

Attached is the final cost for the 2023 Road Resurfacing Program for the City of Milford.

2023 Resurfacing program Final Invoice – City of Milford

Deposited Funds:	\$211,664.49
Final Cost:	\$237,021.14 (details attached)
Due (Refund)	\$ 25,356.65

Please make payment to:

Clermont County Treasurer
c/o Clermont County Engineer
2381 Clermont Center Drive
Batavia, Ohio 45103

If you have any questions, please let us know.

A handwritten signature in black ink, appearing to read "Sukie Scheetz", with a long horizontal flourish extending to the right.

Sukie Scheetz
Senior Administrator

2023 City of Milford

City of Milford

Est. Total Cost

\$211,664.49

BEECH STREET

From HIGH STREET

Actual Total Cost

\$237,021.14

Length(mi.): 0.06

To: MAPLE STREET

Butt Joint(sq. yd.): 0

Bridge Mill(sq. yd.) 0

Width(feet): 30.5

FDR: NO

Mill Curb: Yes

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

	<u>UNIT COST</u>	<u>EST QTY</u>	<u>EST COST</u>	<u>ACTUAL QTY</u>	<u>ACTUAL COST</u>
Pavement Planing (full width)	\$4.00 Square Yard	1073	\$4,292.00	1077.67	\$4,310.68
Parking Stall marking (including handicap stall marki	\$2.50 In.ft.	252	\$630.00	204	\$510.00
12 inch Crosswalk	\$3.90 In.ft.	137	\$534.30	62	\$241.80
Partial Depth Repair (3") (Restoration with ODOT #3	\$32.60 Square Yard	0	\$0.00	134.5	\$4,384.70
Sanitary Manholes Adjusted Manually	\$1,250.00 Each	2	\$2,500.00	2	\$2,500.00
24" Stop Line	\$5.90 In.ft.	31	\$182.90	28	\$165.20
Non-Tracking Tack Coat	\$4.00 Gallon	54	\$216.00	75	\$300.00
Full Depth Repair (6") (Restoration with ODOT #301)	\$60.00 Square Yard	103.44	\$6,206.40	9.33	\$559.80
Asphalt Concrete Surface Course, Type 1 (448), PG6	\$220.00 Cubic Yard	44	\$9,680.00	51.33	\$11,292.60
BEECH STREETSub Total			\$24,241.60		\$24,264.78

EDGECOMBE ROAD

From MAIN STREET

Butt Joint(sq. yd.): 0

Length(mi.): 0.319

To: dead end

Bridge Mill(sq. yd.) 0

Width(feet): 22

FDR: No

Mill Curb: Yes

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

UNIT COSTEST QTYEST COSTACTUAL QTYACTUAL COST

Full Depth Repair (6") (Restoration with ODOT #301)

\$60.00 Square Yard

4.67

\$280.20

0

\$0.00

Storm Manholes Adjusted Manually

\$1,250.00 Each

0

\$0.00

4

\$5,000.00

Pavement Planing (full width)

\$4.00 Square Yard

4371

\$17,484.00

4237.66

\$16,950.64

Non-Tracking Tack Coat

\$4.00 Gallon

219

\$876.00

400

\$1,600.00

Asphalt Concrete Surface Course, Type 1 (448), PG6

\$220.00 Cubic Yard

182

\$40,040.00

263.21

\$57,906.20

24" Stop Line

\$5.90 In.ft.

40

\$236.00

33

\$194.70

Storm Manholes Adjusted by rings

\$300.00 Each

4

\$1,200.00

0

\$0.00

Partial Depth Repair (3") (Restoration with ODOT #3

\$32.60 Square Yard

0

\$0.00

6.22

\$202.77

Sanitary Manholes Adjusted Manually

\$1,250.00 Each

3

\$3,750.00

1

\$1,250.00

EDGECOMBE ROADSub Total

\$63,866.20

\$83,104.31

WINNEBAGO DRIVE

From GARFIELD AVENUE

Butt Joint(sq. yd.): 0

Length(mi.): 0.217

To: POW/HATTON DRIVE

Bridge Mill(sq. yd.) 0

Width(feet): 22.5

FDR: No

Mill Curb: Yes

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

UNIT COSTEST QTYEST COSTACTUAL QTYACTUAL COST

Pavement Planing (full width)

\$4.00 Square Yard

2864

\$11,456.00

2969.56

\$11,878.24

24" Stop Line

\$5.90 In.ft.

22

\$129.80

24

\$141.60

Asphalt Concrete Surface Course, Type 1 (448), PG6

\$220.00 Cubic Yard

119

\$26,180.00

97.31

\$21,408.20

Non-Tracking Tack Coat

\$4.00 Gallon

143

\$572.00

150

\$600.00

WINNEBAGO DRIVESub Total

\$38,337.80

\$34,028.04

City of Milford Total Cost \$211,664.49

CLEVELAND AVENUE

From MILL STREET

Butt Joint(sq. yd.): 0

Length(mi.): 0.362

To: 238 Cleveland Avenue

Bridge Mill(sq. yd.) 0

Width(feet): 20

FDR: No

Mill Curb: Yes

speed hump- 22.5x26x.5/27=10.83 cy x 2

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

	<u>UNIT COST</u>	<u>EST QTY</u>	<u>EST COST</u>	<u>ACTUAL QTY</u>	<u>ACTUAL COST</u>
Thermoplastic Edge Line	\$2,680.00 Mile	0.213	\$570.84	0.225	\$603.00
Catch Basin Adjusted to Grade	\$1,500.00 Each	0	\$0.00	1	\$1,500.00
Pavement Planing (full width)	\$4.00 Square Yard	5220	\$20,880.00	5550.72	\$22,202.88
12 inch Crosswalk (speed hump)	\$6.25 In.ft.	270	\$1,687.50	612	\$3,825.00
Thermoplastic Center Line	\$4,950.00 Mile	0.107	\$529.65	0.112	\$554.40
12 inch Crosswalk	\$3.90 In.ft.	349	\$1,361.10	0	\$0.00
Asphalt Concrete Surface Course, Type 1 (448), PG6	\$220.00 Cubic Yard	240	\$52,800.00	256.97	\$56,533.40
Non-Tracking Tack Coat	\$4.00 Gallon	261	\$1,044.00	425	\$1,700.00
Full Depth Repair (6") (Restoration with ODOT #301)	\$60.00 Square Yard	58	\$3,480.00	77	\$4,620.00
Sanitary Manholes Adjusted Manually	\$1,250.00 Each	2	\$2,500.00	2	\$2,500.00
24" Stop Line	\$5.90 In.ft.	62	\$365.80	71	\$418.90
Partial Depth Repair (3") (Restoration with ODOT #3	\$32.60 Square Yard	0	\$0.00	35.78	\$1,166.43
CLEVELAND AVENUE Sub Total			\$85,218.89		\$95,624.01

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 811-224-3338 FORM NO. 300-3

Ordinance No. 23-205

Passed March 21, 2023

AN ORDINANCE AMENDING ORDINANCE NUMBER 22-178 TO ENTER INTO AN AGREEMENT WITH THE CLERMONT COUNTY BOARD OF COMMISSIONERS AND CLERMONT COUNTY ENGINEER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SUCH AN AGREEMENT IN THE AMOUNT OF \$211,664.69 TO PARTICIPATE IN THE 2023 CLERMONT COUNTY ROAD RESURFACING PROGRAM

Now, Therefore, Be It Ordained By the Council Of The Municipality of Milford, Ohio:

Section I:

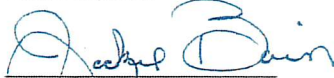
By Ordinance Number 22-178, the Council of the City of Milford previously authorized the City Manager to enter into an agreement with the Clermont County Board of Commissioners and the Clermont County Engineer in the amount of \$200,000 to participate in the 2023 Clermont County Road Resurfacing Program. That Ordinance needs to be amended to increase the amount to \$211,664.69 to participate in the 2023 Clermont County Road Resurfacing Program and the City Manager is authorized to enter into an agreement with the Clermont County Board of Commissioners and the Clermont County Engineer for the revised amount. The terms and conditions of this agreement are fully incorporated by reference under and in accordance with Section 12.03 of the Milford City Charter.


Section II:

Under and in accordance with Section 12.05 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: March 21, 2023


ATTESTED:


Jackie Bain, Clerk


Mayor Lisa Evans

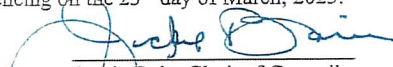
LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.


Bryan E. Pacheco, Law Director
Reg. No. 0068189

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at River Hills Bank, 301 Main Street, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 100 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center St, Milford, Ohio each for a period of fourteen (14) days commencing on the 23rd day of March, 2023.


Jackie Bain, Clerk of Council

10. IN RE: COUNTY ENGINEER...AGREEMENTS FOR RESURFACING OF TOWNSHIP ROADS WITH THE BOARD OF TOWNSHIP TRUSTEES OF BATAVIA, PIERCE AND UNION TOWNSHIPS; AND AGREEMENT FOR RESURFACING OF VILLAGE ROADS WITH THE COUNCIL OF THE VILLAGE OF WILLIAMSBURG AND AGREEMENT FOR RESURFACING OF CITY ROADS WITH THE CITY OF MILFORD FOR PROJECT NUMBER RS-01-23 FOR THE 2023 ROAD RESURFACING PROGRAM...EXECUTED

Moved by Commissioner Corcoran, seconded by Commissioner Painter, that the Board of County Commissioners approve the following recommendation:

Recommendation to execute Agreements for Resurfacing of Township Road(s) between the Board of County Commissioners of Clermont County, Ohio, and the Board of Township Trustees of Batavia, Pierce, and Union Townships; and Agreement for the Resurfacing of Village Roads with the Council of the Village of Williamsburg and Agreement for the Resurfacing of City Roads with the Council of the City of Milford for Project Number RS-01-23 for the 2023 Road Resurfacing Program, whereby the County will undertake the public bidding procedure to obtain bids for such improvement(s) and/or repair(s) and resurfacing, respectively, as described in the attached Exhibits A, for the township, village or city roads, at an estimated not to exceed cost of the sum totals as outlined below, and to be paid to the County Engineer by the Boards of Township Trustees or the Councils of the Village and City, in compliance with the terms and conditions set included in the agreements.

Township/Municipality	Roads	Estimated Costs
Batavia Township 1535 Clough Pike Batavia, Ohio 45103 DC# 23-0124-002	Cabin Ridge Drive Crooked Nail Lane Crossridge Drive Old SR 74 Ross Road Shag Bark Silverwood Drive Summit Road Swan Lane Wolfer Drive Woodlands Drive	\$335,000.00
Pierce Township 950 Locust Corner Road Cincinnati, Ohio 45245 DC# 23-0124-005	Appomatox Drive Arrowhead Drive Beech Circle Betty Jane Lane Crossbow Court Cypress Circle Falcon Circle Fawn Court Fox Den Court Greens Farm Ivy Farm Way Quail Brace Stonehill Run	\$400,000.00

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 03/22/2023) is between City of Milford OH ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Based on the BUSTR letter (for Terracon project N1237127) and our conversation with Bryan Duzak the BUSTR site coordinator for your site, the soil is not delineated to the BUSTR TGM 2012 applicable action levels. Terracon recommends the following scope of work:

- Advance two (2) soil borings to 20 feet below ground surface (bgs) as shown on the attached exhibit. Install two (2) monitoring wells completed in the boring locations south and west of MW-11 off-site.
- Submit four soil samples two from each boring for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX), methyl tertiary butyl ether (MTBE), and total petroleum hydrocarbons gasoline range (TPH-GRO), in accordance with US Environmental Protection Agency (US EPA) Methods 8260 and 8015, respectively for soil samples.
- Develop the newly installed monitoring wells.
- Gauge and collect one round of groundwater samples from 17 monitoring wells. Purge water will be containerized for disposal. The samples will be submitted for laboratory analysis of BUSTR Analytical Group 1 which will include benzene, toluene, ethylbenzene, and xylenes (BTEX), methyl tertiary butyl ether (MTBE), in accordance with US Environmental Protection Agency (US EPA) Methods 8260, for the groundwater samples.
- Evaluate groundwater ingestion pathways using default action levels and revise the tables to reflect the BUSTR 2012 action levels.
- If analytical results indicate soil and groundwater are delineated to Tier 1 default action levels, Terracon will revise the BUSTRscreen fate & and transport modeling of the groundwater impacts and develop preliminary site-specific target levels (SSTLs) using **default input parameters**. If additional delineation is required and or site-specific target levels require development, Terracon will provide a cost proposal for these additional services.
- Terracon is under the assumption that the boring/monitoring well locations will be accessible and cleared for utilities, permitting for sidewalk/roadway openings, and any required traffic controls will be provided by the city. Repairs to damaged surfaces is not included.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

The scope of services outlined above will be performed for a lump sum cost of \$14,750.00

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **10/30/2023**
Name/Title: **Kevin P. Reid, PG / Senior Project Manager**
Address: **611 Lunken Park Dr**
Cincinnati, OH 45226-1813
Phone: **(513) 321-5816** Fax: **(513) 321-0294**
Email: **Kevin.Reid@terracon.com**

Client: **City of Milford OH**
By: _____ Date: _____
Name/Title: **Michael Doss / City Manager**
Address: **745 Center St Ste 200**
Milford, OH 45150-1313
Phone: **(513) 831-4192** Fax: _____
Email: **mdoss@milfordohio.org**



Five Points Landing Park
Change Order Request Log
Updated: October 16, 2023

PROPOSED CHANGE ORDER SUMMARY						
PCO #	Description	Schedule Change (Days Added)	Submitted	Executed	Amount	Comments
1	PCO #1 - Vortex Sealed Drawings		2/10/23	-	\$ -	\$2621.22 Rejected/Hold per MSP
2	PCO #2 - Chain Link Fence Reduction		2/10/23	2/24/23	\$ (14,610.00)	
3	PCO #3 - Water Service Changes		2/10/23	2/24/23	\$ (20,566.00)	
4	PCO #4 - Cistern Removal & Leancrete		2/23/23	2/24/23	\$ 10,400.00	
5	PCO #5 - Pavilion Foundation Undercut & Leancrete		2/23/23	2/24/23	\$ 11,700.00	
6	PCO #6 - Remove Existing Concrete Foundations		3/3/23	3/24/23	\$ 20,832.00	
7	PCO #7 - Pavilion Concrete Footings		3/9/23	3/24/23	\$ 2,297.26	
8	PCO #8 - Omit Telephone Service Conduit		3/23/23	3/24/23	\$ (5,650.00)	
9	PCO #9 - Site Concrete Integral Color		3/30/23	4/4/23	\$ 5,630.37	
10	PCO #10 - Splash Pad Coating		4/27/23	4/28/23	\$ 33,024.98	
11	PCO #11 - Site Concrete Integral Color #2		4/27/23	5/17/23	\$ 17,432.13	
12	PCO #12 - Electrical Service		4/27/23	4/28/23	\$ 3,208.37	
13	PCO #13 - Lila Parking		5/11/23	5/17/23	\$ 100,701.26	
14	PCO #14 - Masonry Seat Walls (Splash Pad)		5/11/23	5/17/23	\$ 75,037.82	
15	PCO #15 - Festoon Lighting / Colored Walk		5/11/23	5/17/23	\$ 72,352.53	
16	PCO #16 - Lila Gateway		5/11/23	5/17/23	\$ 39,647.92	
17	PCO #17 - 12x12 Shade Structures		5/11/23	-	\$ -	\$66,482.17 Rejected
18	PCO #18 - Site Demo Hauled to Landfill		5/12/23	5/17/23	\$ 6,403.05	
19	PCO #19 - Change Splash Coating to UT-200		5/11/23	-	\$ -	\$6,455.18 Rejected
20	PCO #20 - Restroom Door Locks		5/15/23	5/16/23	\$ 1,281.48	
21	PCO #21 - Food Truck & Farmer's Market Power		5/31/23	6/1/23	\$ 4,488.69	
22	PCO #22 - Dog Park In-Ground Hose Bib		6/12/23	6/13/23	\$ 3,556.70	
23	PCO #23 - Undercut Food Truck Apron		6/23/23	6/23/23	\$ 6,205.91	
24	PCO #24 - Masonry Control Joints		6/23/23	6/23/23	\$ 1,887.27	
25	PCO #25 - Sod		8/24/23	9/6/23	\$ 27,610.13	
26	PCO #26 - Parking Bumpers		9/18/23	9/18/23	\$ 1,179.55	
27	PCO #27 - Undercut Main Parking Lot Entry		9/21/23	10/4/23	\$ 6,802.95	
28	PCO #28 - Tree Substitution		9/18/23	9/18/23	\$ (950.00)	
29	PCO #29 - Fence Gates		9/27/23	10/12/23	\$ 495.12	
30	PCO #30 - Skateboard Deterrents		10/4/23	10/5/23	\$ 2,538.19	
31	PCO #31 - Trees Outside Dog Park		10/12/23	10/12/23	\$ 838.79	

Change in Construction Schedule (Days)	0	Contract Amount Subtotal	\$ 2,753,809.08
		PCO Total	\$ 413,776.47
		Contingency in Contract Amount	\$ 50,000.00
		Contingency Used	\$ 50,000.00
		Available Contingency	\$ -
		Change Order Cost Over Contingency	\$ 363,776.47
		Revised Contract Amount	\$ 3,117,585.55

SUBMITTED BY:		AUTHORIZED BY:	
William H Roe	Project Manager		
	16-Oct-23		
DER DEVELOPMENT CO. LLC	DATE	AUTHORIZED ACCEPTANCE	DATE