

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Committee Members: Kim Chamberland, Ted Haskins, and Kyle Mitchell

Friday, February 11, 2022 at 4:00 pm

City Council Chambers

745 Center Street, Milford, Ohio 45150

AGENDA

Call to Order

Appointment of Committee Chairperson

Proceedings: Approval of January 3, 2022, Public Services Committee Minutes

Agenda Items:

- Discussion: Duke Energy Proposal: New lighting for downtown Main Street
- Cemetery Maintenance and Mowing bid/contract
- Discussion: CDBG Application RE: Jim Terrell Park Canoe/Kayak Launch project
- Discussion: A proposed ordinance RE: Amending Appropriation ordinance 2021-113
- Discussion: A proposed resolution RE: Advancement of Taxes from the Clermont County Auditor
- And all additional matters that may properly come before the Committee

Adjourn

**Public Services Committee
Meeting Minutes
January 3, 2022**

Ms. Chamberland called the meeting to order at 9:00 a.m.

Present: Kim Chamberland, Ted Haskins

Staff: City Manager, Michael Doss, Finance Director, Pat Wirthlin, Water Department Supervisor, Joe Casteel and Administrative Assistant, Jackie Bain

Visitors: Tim Casto-The Kleingers Group

Approval of Minutes: The committee members read and approved the December 20, 2021 Public Services Committee Minutes

DISCUSSION: 2022 WINTER ROAD SALT PURCHASE

Mr. Doss presented the committee with information regarding the purchase of 700 tons of Road Salt for 2022 from Compass Minerals for a total of \$45,794.00 to add to the 400 tons that we currently have in the salt barn.

The Committee Agreed to Recommend that the Law Director Draft an Ordinance Authorizing an Agreement with Compass Minerals America Inc for the Purchase of Road Salt for a total of \$45,794.00

SYCAMORE STREET STORMWATER PROJECT CHANGE ORDERS

Mr. Doss first explained that there was a change order for the Sycamore Street Stormwater Project which was completed the tail end of November. There was additional work and labor done on the project which resulted in additional asphalt to secure the street. All which were under a time constraint due to delay would have meant days of layover and non-activity which would have been more costly. Mr. Casto explained that they found a storm line that was collapsed. And additional conduits that they would have to tie into. There was also a water main break that had to be repaired. With that they had to add additional paving due to additional excavating of the area. Paving had to be done which drove the change in asphalt and the quantities increased because of the repairs that they had to do.

The Committee agreed to Recommended that the Law Director Draft an Ordinance Authorizing a Change Order with DJ Drew Company, LLC for additional work on Sycamore Storm Lateral Tie in Extensions in the amount of \$26,826.43

DISCUSSION: WATER TREATMENT PLANT BOILER QUOTES

Mr. Casteel presented three quotes received in for the replacement of the Water Treatment Plant Boiler. The current boiler is not working and is beyond repair. The department currently spends thousands each year to maintain the current boiler that is now not working and is beyond repair. The boiler lines are also wrapped in asbestos and are starting to degrade and are needing to be addressed. Rainbow Environmental Services, Inc will be removing and disposing of the asbestos pipe insulation. The quotes received were for the cost to switch over everything to electric heat and to individualize electric heat into each room in the Water Treatment plant. After the quotes were reviewed with Mr. Casteel, the best, cheapest quote was from Queen City Electric at \$28,500.00.

The Committee Agreed to Recommend That the Law Director Draft an Ordinance Authorizing an Agreement with Queen City Electric to Install New Electric Heater System for the Water Treatment Plant

Ms. Chamberland asked about the recent water main breaks. Mr. Casteel said that the fill material has come in and the weather has allowed the department to complete the repair on SR 28. The leak at McDonald's is repaired and they are just waiting on weather conditions to allow the department to lay asphalt in order to complete this repair. Also, the pumps by the river are going to have their regular maintenance done this week.

There being no further business, the meeting adjourned at 9:30 a.m. with a motion from Ms. Chamberland, Seconded by Mr. Haskins. All yes

Respectfully submitted,

Jackie Bain, Administrative Assistant

"These minutes have been approved and adopted by Mrs. Chamberland and Mr. Haskins on January 3, 2022"



1/21/2022

VILLAGE OF MILFORD GENERAL
745 CENTER ST STE 200
MILFORD , OH 45150-1313

Subject: MAIN ST & WATER ST

MILFORD, OH 45150

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Nate Fecke
Nate.Fecke@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			LMIOLCLM0000020644		1/21/2022
	Agreement Coverage			Agreement Number		Current Date
2402209	40728564	75025	S470	V493	LMIOL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Ohio, 139 East Fourth Street, Cincinnati, OH 45202

Business Name				This Agreement has an Initial Term selected by Customer. The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Customer Name	VILLAGE OF MILFORD GENERAL			
Service Location or Subdivision	MAIN ST & WATER ST			
Service Address				
Service Address				Notes:
Service City, State, Zip code	MILFORD	OH	45150	
Mailing Name	VILLAGE OF MILFORD GENERAL			
Mailing Business Name				
Mailing Address	745 CENTER ST STE 200			
Mailing Address				
Mailing City, State, Zip code	MILFORD	OH	45150-1313	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 4/21/2022
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$54,439.27	\$222.17	\$4.98	44	\$227.15	\$5.16	\$5.16
Option B - 1 Year Agreement Initial Term	\$4,744.21	\$222.17	\$4.98	44	\$4,971.37	\$112.99	\$5.16
Option C - 3 Year Agreement Initial Term	\$1,557.48	\$222.17	\$4.98	44	\$1,784.63	\$40.56	\$5.16
Option D - 5 Year Agreement Initial Term	\$1,017.99	\$222.17	\$4.98	44	\$1,245.14	\$28.30	\$5.16
Option E - 7 Year Agreement Initial Term	\$788.51	\$222.17	\$4.98	44	\$1,015.67	\$23.08	\$5.16
Option F - 10 Year Agreement Initial Term	\$609.82	\$222.17	\$4.98	44	\$836.97	\$19.02	\$5.16

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature _____		Signature _____
Printed Name Nate Fecke		Printed Name _____
Date 1/21/2022		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. — EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source		INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Light Fixture Acorn LED 50W Black Type III 3000K	5,147	50	0.0500	208	\$5.05	\$0.11	44	\$227.15
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	227.15

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE — BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 7/2/2019 Estimated Annual Burn Hours 4,160

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
2	Existing Pole	44

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-Installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

YES:

Targeted Lights (44)

Other Lights (30)



2022 CEMETERY GROUNDS MAINTENANCE BID



CITY OF MILFORD

Bid Opening Date: February 4, 2022 at 2:00 pm

INVITATION TO BID

The City of Milford will accept sealed bids for the following professional services:

CONTRACT NO. LA-2022-01– CEMETERY GROUNDS MAINTENANCE

The City will hold a mandatory pre-bid meeting on January 28, 2022 at 2pm at Milford City Hall; firms interested in submitting bids must attend this meeting. All bids must be properly labeled and received at the offices of the City of Milford, 745 Center Street, Suite 200, Milford, Ohio 45150 until opened and read aloud on February 4, 2022 at 2pm.

Work under CONTRACT NO. LA-2022-01 is generally defined as turf maintenance and mowing including all incidental and necessary appurtenances. The contract documents may be picked up between 8:30 a.m. and 4:30 p.m. at the following location:

City of Milford
745 Center Street, Suite 200
Milford, Ohio 45150

Questions may be directed to Ed Hackmeister, Service Supervisor at (513) 473-9317.

Each bidder is required to furnish with its proposal, a copy of Workers' Compensation certification, Comprehensive Liability Insurance and affidavit of indebtedness (according to Revised Code Section 5719.042). Each bid must be accompanied by a 10% bid bond subject to the provision of section 153.54 of the Ohio Revised Code. The successful bidder shall also be required to post a performance bond.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The Owner is seeking the most responsive and responsible bidder and reserves the right to waive any informality or to reject any or all bids. No Bidder may withdraw the bid within sixty (60) days after the actual date of opening thereof.



Michael Doss
City Manager
City of Milford
745 Center Street, Suite 200
Milford, Ohio 45150

Date: January 7, 2022

1.1.1 GENERAL INFORMATION

1.1.1 Bids shall be type written or clearly printed in ink on forms prepared by the City, and signed by a duly authorized representative of the firm submitting the bid. The bid shall be submitted in a sealed envelope marked "CONTRACT NO. LA- 2022-01 CEMETERY GROUNDS MAINTENANCE BID" and name of bidder and delivered in compliance with the legal notice.

1.1.2 The bidder shall furnish a reference listing of similar contracts within fifty (50) miles of the City of Milford in 2010. This list shall include the name and telephone number of a contact person representing the accepting agency.

1.2.0 SCOPE OF WORK:

The contractor shall furnish all labor, equipment, and supplies necessary for performing the work specified. The City shall not provide any equipment or supplies during the performance of this contract. Grass mowing proposal shall also include the hillside and around the police annex building. Grass mowing proposals should be based on 27 weeks of mowing. The Cemetery is 34 acres with approximately 8,000 headstones/monuments.

1.2.1 FREQUENCY OF MOWING:

Mowing shall be performed weekly Monday through Friday between 7:30 AM. and 4:00 PM., or less frequently as directed by the Service Supervisor. In periods of extreme wetness or drought, the Contractor shall contact the Service Supervisor before cutting.

1.2.2 GRASS CUTTING:

Grass shall be cut before the grass reaches the height of 4" from the ground, and shall be cut no shorter than 2" from the ground. Mowing equipment shall be kept in good working condition. Mower blades must be sharpened and deck cleaned frequently. Under no circumstances will cut grass be clumped together and left piled on top of the grounds. Clumped piles of grass will be removed by the contractor. Cutting shall be accomplished in such a manner as to prevent clippings from being blown onto or left on; landscape areas, mulched trees, flower beds, head stones, cars, streets, and sidewalks. Contractor shall be responsible for cleaning up all cut grass.

Mowing should be completed by the Wednesday before each of the following holidays:

- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Veterans Day

Note: When visitors or funerals are present in the cemetery all due care shall be exercised to ensure no interference to the services. Extreme care shall be taken to protect visitors from flying objects of debris.

1.2.3 RUTTING:

Contractor shall maintain all areas so as to be rut free regardless of conditions while mowing. Contractor will repair ruts within seven (7) working days by rolling or filling area with soil and seeding.

1.2.4 LITTER COLLECTION:

All litter or loose materials such as broken pieces of flower arrangements or decorations shall be picked up prior to each mowing. Litter must be taken from the area when mowing is completed.

1.2.5 TRIMMING:

Trimming of grass and other vegetation shall be performed at each mowing. All trimming shall be accomplished to present a uniform height with surrounding areas. Trimming shall be done around all trees, fences, walls, buildings, walkways, roadways, and head stones. Damage to trees, fences and headstones by trimmers is not acceptable. Trimming equipment is subject to inspection and approval by City personnel.

1.2.6 HAND WEEDING:

All mulched or landscaped areas will be weeded by hand as designated by the Service Supervisor. String trimming of these areas is not acceptable. Preen or Roundup may be applied under licensed applicator to reduce labor.

1.2.6 A TURF MAINTENANCE: (around the house, office, shop, police department annex, and hillside)

1. Turf pre-emergent & crabgrass control (Early Spring)
2. Broadleaf weed control and fertilizer (Early Spring)
3. Fall broadleaf weed control and fertilizer (Fall)
4. Leaf mulching (performed with grass cuttings)

1.2.7 BUMPER GUARDS ON MOWER DECKS:

All mower decks and outside hard surfaces of any mower performing work in the cemeteries shall have rubber bumper guards installed to protect the headstones from accidental contact. Extreme care shall be taken to not hit, bump, or move any headstones. In the event that a headstone is moved, it shall be moved back onto its original location at the time of occurrence. Damage to head stones will not be tolerated and must be reported to the Service Supervisor via on-site staff as soon as possible. The contractor will be responsible for the cost of repairs.

1.2.8 HEAD STONES:

Maintenance around headstones will be accomplished by string trimmers. Herbicides will not be permitted.

1.2.9 HOURLY RATE:

Contractor shall provide an hourly rate for performing additional landscaping services. Any project will be performed as a change order at the hourly rate bid.

1.2.10 INSURANCE REQUIREMENTS:

The contractor shall procure and maintain during the term of this contract, at its sole expense, the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.

- B. Workers' Compensation Insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.
- C. Auto Insurance

The contractor shall furnish to City certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to City. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00. Each policy shall name City and its officers as additional assureds.

1.2.11 TERMS OF PAYMENT:

Final payment shall be due thirty (30) days after completion of the work, provided the work be then fully completed and the contract fully performed.

1.2.12 INSPECTION OF WORK:

If work is not performed within a week, the Contract may be canceled. All work reported will be inspected on the next normal working day and will be matched against submitted invoices. Any invoices for work performed must match inspections requests in order to be paid.

1.2.13 PENALTY:

Failure to comply with all the sections previously outlined shall be grounds for terminating services and withholding payments for resolution.

1.2.14 NON-ASSIGNABILITY:

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the City. In the event work is assigned to subcontractors final payment shall not be made without a release signed by the subcontractor or assignee.

1.2.15 ACCEPTANCE AND FINAL PAYMENT:

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the City shall promptly make such inspection. When the City finds the work acceptable under the contract fully performed; the entire balance due the contractor shall thereupon be payable.

Upon request the Contractor shall furnish a bond indemnify the City from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including attorney fees, by whomsoever asserted, including claims for personal injury or property damages, relate to or arising out of the work performed or material supplied to the project. The Contractor agrees to furnish the City any reasonable documentation, including, without limitation, payroll records, invoices, or cancelled checks, which the City may request to confirm payment of all indebtedness relation to the work as a condition precedent to final payment.

FIRM agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum.

PROPOSAL shall include all applicable fees.

PROJECT AREA - CEMETERY GROUNDS MAINTENANCE		
Description	Lump Sum Cost 1 Year: 2022	Lump Sum Cost 3 Years: (2022-2024)
Mowing Program: Duties include custom mowing a minimum of 27 times, weekly trimming of walkways, curbs, and entrance areas. Picking up a reasonable amount of trash per visit. Weed control and leaf removal as needed in designated areas. Mowing program is scheduled on a 7-day rotation, unless otherwise directed by the Service Department Supervisor (Weather Permitting)		
	\$ 77,000 ⁰⁰	\$ 257,500 ⁰⁰
Sub-Total Project Area	\$ 77,000	\$ 257,500

Communications:

Open and ongoing communications between the Service Superintendent and the landscape contractor are considered to be a vital part of this agreement. In furtherance of this, the landscape contractor shall provide to the Service Superintendent a weekly summary of services performed which the summary shall include the following: dates, times, weather conditions, services performed, materials used, problems identified and corrective actions taken.

Licensing:

The landscape contractor is responsible for providing proof of licensing to the City before application of pesticides. This licensing shall include a Category 6A ornamental Grasses and Category 8 Turf Application.

Termination:

Either party may terminate this agreement by giving the other party at least thirty days written notice of its intention to do so.

**TOTAL PROPOSAL FOR CONTRACT NO. LA-2022-01 CEMETERY GROUNDS MAINTENANCE
CITY OF MILFORD PROJECT AREA**

FOR ONE (1) Year 2022 \$ 77,000⁰⁰

FOR THREE (3) Years 2022-2024 \$ 257,500⁰⁰

Respectfully Submitted:

A3A Landscape Landscaping, Inc.
Name Business/Company

503 Stevenson RD. Ellettsburg Ky 41018
Address of Business/Company

Alan Owner
Signature & Title

Equal Opportunity Policy

The City of Milford is committed to the principles of equal opportunity and non-discrimination in all city programs or activities and employment practices. The City's policy is to ensure equal employment opportunity for all without regard to race, color, religion, sex, national origin, age, handicap, veteran status, or any other non-job related characteristic.



CITY OF MILFORD

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www.milfordohio.org



To: Honorable Members Kim Chamberland, Ted Haskins, and Kyle Mitchell
Public Services Committee

From: Pat Wirthlin, Finance Director

Date: February 9, 2022

Subject: FY2022 First Amended Appropriations

~\$725K Million Changes

Please find attached a list of proposed amendments to the City's 2022 appropriations. The total increases amount to ~\$725K. Most of the amendments represent reappropriations (carry-overs) from 2021 for unfinished projects. This means that the effect on the budget is minimal for those items.

~\$23 Million Total Budget

These changes put the City's total budget at ~ \$23 million, the largest budget yet. The City is leveraging grants and growing its tax base ... fit as a fiddle!

Staff Suggestion for Committee Recommendation

RECOMMENDATION AUTHORIZING THE LAW DIRECTOR TO PREPARE AN ORDINANCE AMENDING APPROPRIATIONS ORDINANCE 2019-113 BY INCREASING THE INDIVIDUAL ITEMS AS LISTED ON THE ATTACHED CHART TOTALING \$724,847.

**City of Milford
First Amended Appropriations
Fiscal Year 2022**

Fund / Program		Increase (Decrease)		Total	Purpose
		Personnel	Other		
Appropriations					
101	General Fund				
	1000 Police	5,000		5,000	H.S.A. Increase
	4000 Planning	28,000	500	28,500	H.S.A. New Employee / Code Enforcer
	5200 Solid Waste & Recycling		1,000	1,000	Rumpke Contract
	6100 Service	1,500		1,500	H.S.A. Increase
	7000 Manager	2,250	3,580	5,830	H.S.A. Increase / Furniture
	7100 Finance	3,500		3,500	H.S.A. Increase
	7200 Law Director	1,200		1,200	HRA Increase
	7400 Mayor's Court	1,000		1,000	H.S.A. Increase
	7800 Income Tax	500		500	H.S.A. Increase
	8000 Miscellaneous		6,000	6,000	Holiday Lunch* / 2021 Compilation*
204	Parks & Recreation		3,975	3,975	Tree Care* / Sparks in Park / 2021 Compilation*
207	Cemetery	2,000		2,000	H.S.A. Increase
210	Street Construction M&R		258,285	258,285	US 50 Paving* / Tree Removal* / Salt
211	State Highway Improvement		4,132	4,132	US 50 Urban Paving ODOT Program*
212	Permissive Tax		115,054	115,054	LED Lighting / US 50 Paving* / Guardrail*
215	Fire / EMS Levy		1,000	1,000	2021 Compilation*
236	American Rescue Plan Act		35,348	35,348	SCADA*
415	6000 - Capital Improvement / Streets		51,639	51,639	US 50 Urban Paving ODOT Program*
	7510 - Capital Improvement / Town Hall		9,474	9,474	Upper Level Improvements*
501	Storm Water Utility		112,742	112,742	2021 Compilation* / Sycamore Water Line* / US 50 Paving*
502	Water Utility	6,000	15,000	21,000	H.S.A. Increase / Grant App* / 2021 Compilation*
503	Wastewater Utility	4,500		4,500	H.S.A. Increase
516	Water Improvement		11,117	11,117	US 50 Paving* / Heater / Recarb Basin Valves*
517	Wastewater Improvement		80,001	80,001	US 50 Paving* / Engine Replacement*
Transfers					
101	General Fund				
	Transfer Out to Street Fund		7,000	7,000	Assist with Salt Purchase
502	Water Utility Fund				
	Transfer Out to Water Capital Fund		9,000	9,000	Assist with Water Tower & Line Design
GRAND TOTALS		55,450	724,847	780,297	

* Reappropriation from FY2021



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To: Honorable Members Kim Chamberland, Ted Haskins, and Kyle Mitchell
Public Services Committee

From: Pat Wirthlin, Finance Director *PW*

Date: February 9, 2022

Subject: 2022 County Tax Advances

Accelerate the Proceeds

The City annually requests that the county advance real estate tax receipts and other County sources as the funds become available. This allows the City to receive these taxes more in line with "as earned." Without such a request, the City would receive taxes twice a year (July and November).

Staff Suggestion for Committee Recommendation

Recommendation authorizing the Law Director to create a Resolution requesting the County Auditor to make advance payments of taxes during the year 2022 pursuant to Ohio Revised Code Section 321.34.