

## **REQUEST TO BE PLACED ON THE OXFORD CITY COUNCIL AGENDA—APRIL 3, 2012**

To: Members of the Oxford City Council

Fr: Stephen Dana, President of the Board of Trustees, Oxford Community Choice Pantry

Re: Request to sell tickets to fund raiser, "Farm To Table", Saturday, June 30 on the grounds of Memorial Park 11:00 a.m.-2:00 p.m.

The Oxford Community Choice Pantry, in collaboration with the Oxford Farmers Market Uptown(OFMU), will hold a fund raiser on Saturday, June 30 from 11:00 a.m. to 2:00 p.m. in Memorial Park.

Using produce from the OFMU, chefs will prepare box lunches on Friday, June 29. The lunches will be sold for \$10 the following day.

The City of Oxford has approved the Public Parking Permit and the Public Right of Way Permit.

Tickets to the event will be sold in advance. I am requesting Council's approval of the selling of tickets in Memorial Park the day of the event. Under the City's Ordinance Section 729.05 such sales on city property must be expressly approved by City Council.

Thank you.

# APPROVED

Rev. 6/11

☒ REQUEST FOR PUBLIC PARK PERMIT☒ REQUEST FOR PUBLIC RIGHT-OF-WAY PERMITDate(s) of Event: 6/30/12 through 6/30/12 From: 9 a.m./p.m. To: 3 a.m./p.m.Today's Date: 3/5/12☐ Emergency Utility Repair (check box, if applicable)

--- Applicant shall allow a minimum of 3 business days for processing ---

Responsible Adult:

(18 years of age or older)\*

Address:

Telephone:

Cellular:

Fax:

Email:

CYNTHIA COLLINS44 SPARTAN DROXFORD, OHIO 45056513 524 2243513 255 7547513 524 6555COLLINC5@muhio.edu

Organization:

Advisor:

Address:

Telephone:

Cellular:

Fax:

Email:

Non-Profit:

OXFORD COMM. CHOICE PANTRYSTEVE DANA, PRESIDENT400 W. WITHROW STREETOXFORD, OHIO 45056513 523 3851SDANA@woh.rr.comSDANA@woh.rr.comSDANA@woh.rr.com☒ Yes ☐ No

\* Person in charge - Primary contact

**PARK REQUESTED**

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)
- ☐ Leonard Howell Park (Bonham Road)
- ☐ Oxford Community Park (Fairfield Road) – Contact 523-6314 to confirm date(s)
- ☒ Memorial Park (E. Park Place & N. Main Street – has pavilion)
- ☐ Martin Luther King Jr. Park (W. Park Place & N. Main Street – animal sculptures & fountain)
- ☐ Other: \_\_\_\_\_

**RECEIVED**

MAR 13 2012

City of Oxford

**TITLE OF EVENT** (be specific and include projected attendance)Farm to Table FundraiserProjected Attendance: 200 Has this event been held previously? ☐ Yes ☒ No If "YES", when? \_\_\_\_\_**DESCRIPTION OF EVENT**

Place a description of the event, along with additional requests, on the appropriate attachment. If request is only for use of a right-of-way, use the attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: Cynthia Collins Date: 3/5/12

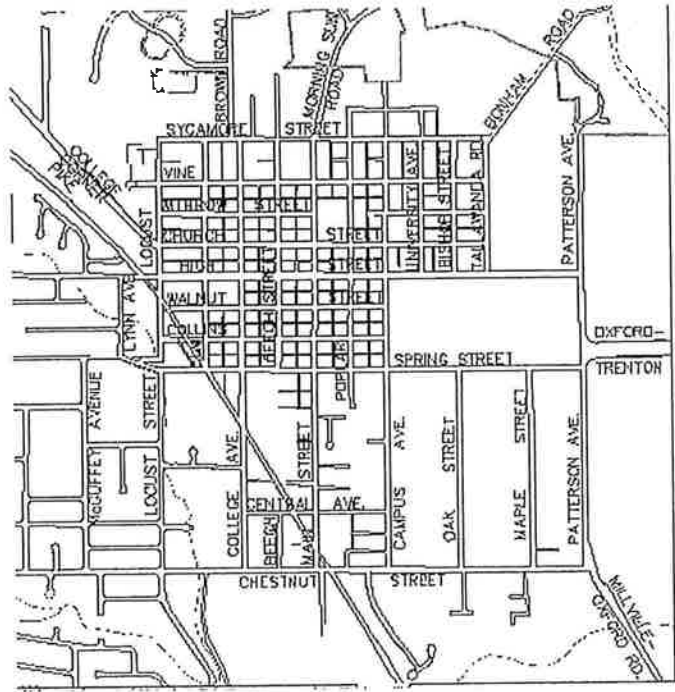
I have read and understand the rules, guidelines and conditions. Furthermore, I understand that acceptance of them is a condition of approval; and, if approval is granted, it is only for the event specified above. I also understand that the request will be reviewed by various City of Oxford officials and additional conditions may be required before final approval is granted. If additional conditions are required, I agree to meet with the appropriate officials and/or the Oxford Community Event Coordinating Committee.

**M.U. Use Only**

The organization listed above is a registered student organization in good standing with Miami University.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Note**  
If your event is outside the boundaries of this map, either attach a separate map or contact the City for assistance.



## CITY OF OXFORD / RIGHT-OF-WAY REQUEST DETAILS

**Instructions for Applicant:** Please clearly denote the parade route, streets and/or sidewalk areas being requested. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

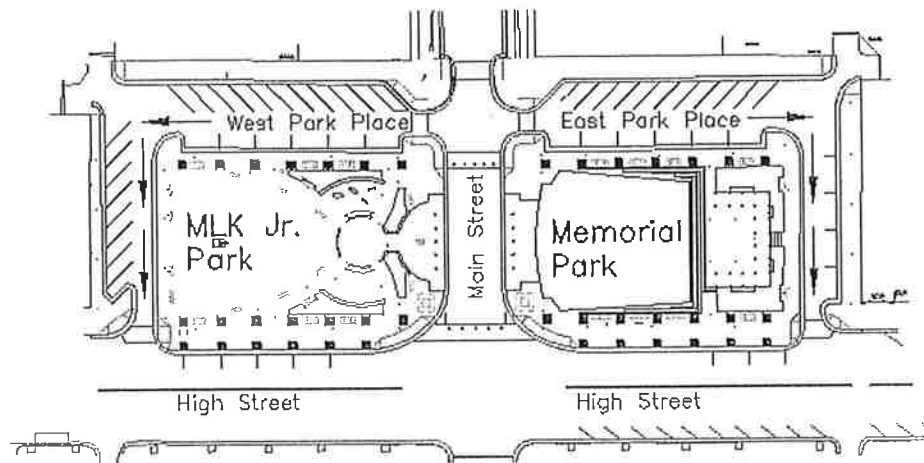
*Requesting East Park Place - 6 tents*

**Additional Requests:**  
(Include details in narrative)

- ☒ No Parking Signs
- ☐ Detour(s)
- ☐ Police Assistance

### Time Details

|           | Start    | End      |
|-----------|----------|----------|
| Setup     | 9:00 am  | 11:00 am |
| Event     | 11:00 am | 2:00 pm  |
| Breakdown | 2:00 pm  | 3:00 pm  |



### OXFORD MEMORIAL PARK & MARTIN LUTHER KING JR. PARK

**Instructions for Applicant:** Please clearly denote (1) the sections of the parks that you are requesting, (2) parking spots needed and (3) proposed street closures. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

*Requesting Memorial Park*

**Additional Requests:**  
(Include details in narrative)

- ☒ Pavilion
- ☒ Extra trash cans (6)
- ☒ Sound
- ☐ Stage lighting
- ☐ Special power requirements (explain in narrative)\*\*
- ☐ Street Closure \*\*
- ☐ Other: \_\_\_\_\_

#### Time Details

|           | Start    | End      |
|-----------|----------|----------|
| Setup     | 9:00 am  | 11:00 am |
| Event     | 11:00 am | 2:00 pm  |
| Breakdown | 2:00 pm  | 3:00 pm  |

\*\* Contact the Streets & Maintenance Division 3 days prior to the event at 513-523-8412

NOTE: Street closures will be at the discretion of the Oxford Police Department



## Stipulations and Fees

**Note: FULL PAYMENT REQUIRED BEFORE THE EVENT**

### RIGHT-OF-WAY

Applicants should allow a minimum of **three (3) business days** for the request to be processed from the time it is submitted to city officials. *(Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests shall be submitted no less than fourteen (14) days in advance of the event.)*

1. Applicant shall manage all work zones in the Right-of-Way in compliance with the Ohio Manual of Uniform Traffic Control. *(Note: Applicant is responsible for damages in the right of way or adjacent property.)*
2. Large events (estimated at over 500 people, including all concerts and performances, will require a pre-meeting with the Police (524-5247) and Service Department (524-5206) prior to approval. *Note: Requests **WILL NOT** be approved prior to the pre-meeting.*
3. The period of use may not exceed two (2) days without City Council approval.
4. At least one legally responsible adult must sign the request.
5. The usage may not discriminate for or against a given class of people.
6. All ordinances that regulate noise **shall** be observed.
7. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within the public right-of-way.
8. The requestor is responsible for cleanup. Failure to cleanup may result in subsequent requests being denied or a deposit being required. In addition, a cleaning charge may be assessed.
9. Safety staffing levels will be determined by the Oxford Police Division and the requestor may be required to hire police officers.
10. All special conditions specified by department heads must be complied with. Fees may be assessed for special services – see below.
11. Miami University approval is required for student events.
12. NO markings may be made on streets or sidewalks within the public right-of-way.
13. Inflatable game requirements: 18 YOA professional operator and **copy of company's insurance policy**.
14. If food is to be distributed to the public, **written approval** from the BCHD is required.

### USE OF PARKS (ALL THOSE ABOVE, PLUS)

1. No motor vehicles may be parked within the area of the park or on any sidewalk.
2. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
3. No signs are permitted.
4. The requestor is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
5. No structure shall be defaced and no structure shall be erected within four (4) feet of the base of a tree or shrub.
6. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within the public right-of-way.

#### FEE INFORMATION

No Parking Signs \$ .35 ea  
 Metered Parking Spots \$10.00/ea  
 Trash Boxes \$ 5.00/ea *6*

#### Personnel

Police Officer(s) Contact OPD  
 Sound System \$25.00  
 Street Dept. Personnel \$25.00/hr ?  
 Electrician \$100.00  
 Park & Rec Personnel Contact OPRD

#### Road Closures (fee includes labor)

Main Street \$135.00  
 US 27 Detour \$135.00

#### Sports Fields/Gazebo

Contact OPRD – 513-523-6314

#### APPLICANT'S ASSURANCE

I have reviewed the estimated cost for the event and agree to compensate the City for services rendered as part of this contract. If the event runs past the stated end time, I understand that additional charges will accrue and agree to compensate the City accordingly.

*Cynthia Collins*  
 Applicant's Signature

Date: *3/15/12*

#### CITY USE ONLY

|   | Service                | Hours            | Rate        | Estimate | Final            |
|---|------------------------|------------------|-------------|----------|------------------|
| 1 | <i>6 Trash Cans</i>    |                  | <i>\$ 5</i> | \$       | <i>\$ 30</i>     |
| 2 |                        |                  | \$          | \$       | \$               |
| 3 | <i>E. Park Parking</i> | <i>23 spaces</i> | <i>10</i>   | \$       | <i>\$ 230</i>    |
| 4 |                        |                  | \$          | \$       | \$               |
| 5 |                        |                  | \$          | \$       | \$               |
|   | Total                  |                  | \$          | \$       | <i>\$ 260.00</i> |

|                                             | Applicant's<br>Initials | Review<br>Date |
|---------------------------------------------|-------------------------|----------------|
| Police Department                           |                         |                |
| 1                                           |                         |                |
| 2                                           |                         |                |
| 3                                           |                         |                |
| 4                                           |                         |                |
| Fire Department                             |                         |                |
| 1                                           |                         |                |
| 2                                           |                         |                |
| 3                                           |                         |                |
| 4                                           |                         |                |
| Service Department                          |                         |                |
| 1 Sales prohibited on City property without |                         |                |
| 2 the consent of Council.                   |                         |                |
| 3                                           |                         |                |
| 4 See Code Section 729.05 attached.         |                         |                |
| Recreation Department (if applicable)       |                         |                |
| 1                                           |                         |                |
| 2                                           |                         |                |
| 3                                           |                         |                |
| 4                                           |                         |                |
| City Manager                                |                         |                |
| 1                                           |                         |                |
| 2                                           |                         |                |
| 3                                           |                         |                |
| 4                                           |                         |                |

Pre-Meeting (if applicable): Reviewed with \_\_\_\_\_ on \_\_\_\_\_.

Reviewer(s): \_\_\_\_\_

#### APPROVAL SECTION (with conditions)

Police Chief: ☒ Approved

☐ Not Approved

Fire Chief: ☐ Approved

☐ Not Approved

Service Director: ☒ Approved

☐ Not Approved

Recreation Director: ☐ Approved

☐ Not Approved

City Manager: ☒ Approved

☐ Not Approved

\_\_\_\_\_  
City Manager's Signature

Date: 3/20/12

Reason(s) event not approved:

**729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED.**

No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of Council and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council.

(Ord. 1560. Passed 1-2-80; Ord. 1761. Passed 6-21-83.)

# CITY OF OXFORD

## STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: April 3, 2012

Account Code #: Not Applicable

Budgeted Amount: Not Applicable

Service Department  
**Originating Department**

Michael Dreisbach  
**Prepared By**

March 27, 2012  
**Date Prepared**

**Agenda Title:** Lowering of Speed Limit on US 27 from Chestnut St. to Campus Ave.

**Recommendation:** Approval

### Discussion:

Speed limits on State and Federal Routes within the municipality of Oxford are regulated by the State of Ohio through Ohio Revised Code section 4511.21 "Speed Limits". The current speed limit on US 27 between Chestnut St. and Campus Ave. is 35 mph. Any changes to prescribed speed limits may only be made by the Director of the Ohio Dept. of Transportation.

In conjunction with the Miami University Master Circulation Plan and at the request of Miami University, the City conducted a speed analysis of this zone to determine if changes should be made to the posted speed limit of 35 mph. The investigation analyzed several factors including traffic volumes, numbers of crosswalks and pedestrian crossings, and the crash rate in the target area (including vehicular and pedestrian crashes). Upon evaluation of the data required by the State for determining speed limits, particularly for the 85<sup>th</sup> percentile speed of < 28 mph, it was determined that this zone supports a speed limit lower than the posted 35 mph.

One of the requirements to request a modification to prima facie is a Resolution of support from the local jurisdiction recommending the new speed limit.

It is Staff's recommendation that the City Council pass a Resolution requesting the Director of Transportation to declare a safe and reasonable speed limit for US 27 from Chestnut St. to Campus Ave.

**Approved By:**

Department Head: Initial MBD Date 3/27/12

City Manager:

DRE \ 3/30/12



## **RESOLUTION NO.**

A RESOLUTION REQUESTING THE DIRECTOR OF TRANSPORTATION TO REVIEW, DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA FACIE SPEED LIMIT ON U.S. 27 FROM CHESTNUT STREET TO CAMPUS AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION I: Speed limits on state and federal routes within the City of Oxford, Ohio are regulated by the State of Ohio through Section 4511.21, "Speed Limits", of the Ohio Revised Code.

SECTION II: In conjunction with the Miami University Circulation Master Plan and at the request of Miami University, the City of Oxford conducted a speed analysis of this zone to determine if changes should be made to the posted speed of 35 mph. The investigation included an analysis of several factors including traffic volumes, number of crosswalks and pedestrian crossings, and the crash rate in the target area (including vehicular and pedestrian crashes). Upon evaluation of the data required by the State for determining speed limits, it was determined that this zone supports a speed limit lower than the posted 35 mph.

SECTION III: It is the determination of this Council that such investigation confirms that a speed limit lower than the posted 35 mph is warranted on U.S. 27 from Chestnut Street to Campus Avenue.

SECTION IV: Pursuant to the provision of Section 4511.21 of the Ohio Revised Code, the Director of Transportation is hereby requested to review the investigation of this zone to determine and declare a reasonable and safe prima facie speed limit on U.S. 27 from Chestnut Street to Campus Avenue.

SECTION V: Council further requests that if the Director of Transportation determines and declares a reasonable and safe speed limit on U.S. 27 from Chestnut Street to Campus Avenue to be lower than the posted 35 mph, then appropriate signs giving notice thereof be erected at such location by City of Oxford officials.

SECTION VI: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

SECTION VII: This Resolution shall take effect at the earliest time allowed by law.

\_\_\_\_\_  
MAYOR

ADOPTED:

ATTEST:

\_\_\_\_\_  
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

# CITY OF OXFORD STAFF SUMMARY REPORT

|                        |                  |                        |
|------------------------|------------------|------------------------|
| Report to City Manager |                  | Finance                |
|                        |                  | Originating Department |
| Council Meeting Of :   | <u>3/20/2012</u> |                        |
|                        |                  | Joe Newlin             |
| Account Code No. :     | <u>see below</u> | Prepared By            |
|                        |                  |                        |
| Budgeted Amount :      | <u></u>          | 3/15/2012              |
|                        |                  | Date Prepared          |

|                      |                                    |
|----------------------|------------------------------------|
| <b>Agenda Title:</b> | <b>2012 Supplemental Budget #1</b> |
|----------------------|------------------------------------|

|                        |                |
|------------------------|----------------|
| <b>Recommendation:</b> | <b>Approve</b> |
|------------------------|----------------|

**Issue 1**

ODOT estimate for purchase of right-a-way US27 South - 1,500,000  
 Estimate for right-a-way purchases assistance - 300,000

**Action Needed:**

Revenue Side

|                         |              |                                                    |
|-------------------------|--------------|----------------------------------------------------|
| Capital Improvement 141 | 1,800,000.00 | Advance from General Fund                          |
| Capital Improvement 141 | 1,800,000.00 | Reimbursement from ODOT                            |
| General 110             | 1,800,000.00 | Repayment of advance from Capital Improvement Fund |

Expense Side

|                         |              |                                      |
|-------------------------|--------------|--------------------------------------|
| General 110             | 1,800,000.00 | Advance to Capital Improvement Fund  |
| Capital Improvement 141 | 1,800,000.00 | Right-a-way acquisitions             |
| Capital Improvement 141 | 1,800,000.00 | Repayment of advance to General Fund |

Net Effect on Fund Balance/(s)                      -  
 Increase/(Decrease)

**Issue 2**

Repairs to municipal building's roof and gutters

**Action Needed:**

Revenue Side

NA

Expense Side

|                         |           |                           |
|-------------------------|-----------|---------------------------|
| Capital Improvement 141 | 20,000.00 | from unencumbered balance |
|-------------------------|-----------|---------------------------|

Net Effect on Fund Balance/(s)                      (20,000.00)  
 Increase/(Decrease)

**Issue 3**

Additional smoke detectors through FEMA Grant for single family residences

**Action Needed:**

Revenue Side

74.00 NA

Expense Side

FEMA 416 15,624.75 from unencumbered balance

Net Effect on Fund Balance/(s)  
Increase/(Decrease) (15,550.75)Total Net Effect on Fund Balance/(s)  
Increase/(Decrease) (35,550.75)

## Breakdown by Fund

General 110 -  
Capital Improvement 141 (20,000.00)  
FEMA 416 (15,550.75)Net Effect on Fund Balance/(s)  
Increase/(Decrease) (35,550.75)

Approved By:

Department Head:

City Manager:

Initials

Date

3/15/12

DRE 3/14/12

## ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3159. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 1 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2012.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds, and changes to estimated revenues;

SECTION 2: The following increase/(decrease)in revenues be made:

|                              |              |
|------------------------------|--------------|
| Capital Improvement Fund 141 | 1,800,000.00 |
| Capital Improvement Fund 141 | 1,800,000.00 |
| General Fund 110             | 1,800,000.00 |
| FEMA Fund 416                | 74.00        |

SECTION 3: The following increase/(decrease)in appropriations from unencumbered balances be made:

|                              |              |
|------------------------------|--------------|
| Capital Improvement Fund 141 | 1,800,000.00 |
| General Fund 110             | 1,800,000.00 |
| Capital Improvement Fund 141 | 1,800,000.00 |
| Capital Improvement Fund 141 | 20,000.00    |
| FEMA Fund 416                | 15,624.75    |

SECTION 4: The following advance(s) be executed:

|                              |              |
|------------------------------|--------------|
| Advance from:                |              |
| General Fund 110             | 1,800,000.00 |
| Capital Improvement Fund 141 | 1,800,000.00 |

|                              |              |
|------------------------------|--------------|
| Advance to:                  |              |
| Capital Improvement Fund 141 | 1,800,000.00 |
| General Fund 110             | 1,800,000.00 |

SECTION 5: In all other respects, Ordinance No. 3159 shall remain in full force and effect.

SECTION 6: This ordinance shall take effect immediately upon its adoption.

\_\_\_\_\_  
MAYOR

ADOPTED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

# CITY OF OXFORD

## STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: April 3, 2012

Account Code #: 332.831.51101 & 332.831.51102

Budgeted Amount: \$ 3,121,500

Service Department  
**Originating Department**

Michael Dreisbach  
**Prepared By**

March 27, 2012  
**Date Prepared**

**Agenda Title:** Wastewater Treatment Plant Improvements Including Rehabilitation of  
An Anaerobic Digester and Return Activated Sludge System Improvements

**Recommendation:** Approval

### Discussion:

The 2012 Wastewater Capital Improvement Budget includes \$3,121,500 for improvements at the City's wastewater treatment plant (WWTP). City Staff, working in conjunction with Arcadis U.S., Inc. (Arcadis), developed plans and specifications for improvements in three primary elements at the WWTP including the rehabilitation of anaerobic digesters, improvements to the sludge recirculation pump station, and reconstruction of the WWTP's non-potable water system. Once constructed, these elements will complete major construction items identified in the WWTP's 2009 Facilities Plan.

Staff submitted plans and specifications to the Ohio Environmental Protection Agency (OEPA) for review and the issuance of a Permit to Install. This permit is necessary prior to construction activities being implemented, and on January 17, 2012, the OEPA issued the permit for our WWTP improvements.

The City divided improvements into three contracts for this project as follows:

Contract A – General and Mechanical

Contract B – Heating and Ventilating

Contract C – Electrical

The City advertised for bids in local newspapers on February 24, 2012 and March 2, 2012. The City also advertised through several construction drawing clearinghouse services. Bids were opened and read aloud on March 22, 2012. A tabulation of bids is attached to this report.

Fourteen companies submitted bids on at least one contract being offered by the City. Based on Staff evaluation of the bids, the lowest and best bidder for Contract A and Contract B is Reynolds, Inc. of Orleans, IN with a combined price of \$2,380,000. The lowest and best bid for Contract C is Lake Erie Electric, Inc. of Franklin, OH with a price of \$228,831. The City has contracted with both of these firms in the past and has been very pleased with their work.

**Approved By:**

Department Head: Initial MBD Date 3/27/12

City Manager:

DRE 3/30/12

In addition to repairing and replacing infrastructure that is now over 40 years old, the City will realize operational savings with a significant improvement in methane production and utilization. Captured methane will be used at the WWTP for building heating and process control. This will reduce the amount of natural gas that must be purchased from outside the facility. Improvements to the non-potable water system will significantly reduce the amount of finished water that is utilized at the WWTP; this will reduce operating costs for our water production division as well.

It is Staff's recommendation that City Council authorize the City Manager to enter into an agreement with Reynolds, Inc. for Contract A and Contract B as previously described at a cost of \$2,380,000. Staff is also recommending a 7% contingency authorization in the amount of \$166,600; therefore the total not to exceed for Contract A and Contract B with Reynolds, Inc. is \$2,546,600.

It is also Staff's recommendation that City Council authorize the City Manager to enter into an agreement with Lake Erie Electric, Inc. for Contract C as previously described at a cost of \$228,831. Staff is also recommending a 7% contingency authorization in the amount of \$16,018; therefore the total not to exceed for Contract C with Lake Erie Electric, Inc. is \$244,849.



## **RESOLUTION NO.**

A RESOLUTION BY THE OXFORD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REYNOLDS, INC. FOR GENERAL, MECHANICAL, HEATING AND VENTILATING IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$2,380,000 PLUS A CONTINGENCY AMOUNT OF 7% OF THE CONTRACT PRICE OR \$166,600 FOR A TOTAL COST NOT TO EXCEED \$2,546,600.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION I: The 2012 Wastewater Capital Improvement Budget includes \$3,121,500 for improvements at the City's Wastewater Treatment Plant including rehabilitation of anaerobic digesters, improvements to the sludge recirculation pump station, and reconstruction of the Wastewater Treatment Plant's non-potable water system.

SECTION II: The City advertised a request for bids for the improvements in local newspapers on February 24, 2012 and March 2, 2012. The City also advertised through several construction drawing clearinghouse services.

SECTION III: After opening the bids on March 22, 2012, the Service Director determined that Reynolds, Inc. is the lowest and best bidder for the General, Mechanical Heating and Ventilating improvements listed as Contract A and Contract B attached hereto and incorporated herein as Exhibit "A".

SECTION IV: Council hereby finds Reynolds, Inc. to be the lowest and best bidder and accepts the bid of \$2,380,000 for the General, Mechanical, Heating and Ventilating improvements listed as Contract A and Contract B attached hereto and incorporated herein as Exhibit "A", plus a contingency amount of 7% of the contract price or \$166,600 for a total cost not to exceed \$2,546,600.

SECTION V: Council hereby authorizes the City Manager to enter into an agreement with Reynolds, Inc. for the General, Mechanical, Heating and Ventilating improvements listed as Contract A and Contract B attached hereto and incorporated herein as Exhibit "A", at a cost of \$2,380,000 plus a contingency amount of 7% of the contract price or \$166,600 for a total cost not to exceed \$2,546,600.

SECTION VI: This Resolution shall take effect at the earliest date allowed by law.

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

|                                                                                                                                                                                                   |                                                |          |                                                                |              |                 |                |              |                |                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------------------------------------------------------|--------------|-----------------|----------------|--------------|----------------|------------------------------------------------------------------------|--|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 |                                                |          | ARCADIS<br>4665 Cornell Road, Ste. 350<br>Cincinnati, OH 45241 |              |                 |                |              |                | Mechanical Construction Co.<br>2303 8th Street<br>Portsmouth, OH 45662 |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | MATERIAL                                                       | LABOR        | TOTAL           | MATERIAL       | LABOR        | TOTAL          |                                                                        |  |
| CONTRACT A                                                                                                                                                                                        | General & Mechanical, Complete Lump Sum        | 1        | \$1,859,000.00                                                 | \$375,000.00 | \$2,234,000.00  | \$1,471,000.00 | \$800,000.00 | \$2,271,000.00 |                                                                        |  |
| CONTRACT B                                                                                                                                                                                        | Heating & Ventilating, Complete Lump Sum       | 1        | \$106,000.00                                                   | \$40,000.00  | \$146,000.00    | --             | --           |                | No Bid                                                                 |  |
| CONTRACT C                                                                                                                                                                                        | Electrical, Complete Lump Sum                  | 1        | \$165,000.00                                                   | \$100,000.00 | \$265,000.00    | --             | --           |                | No Bid                                                                 |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT                                                  | AMOUNT       |                 | ADD OR DEDUCT  | AMOUNT       |                |                                                                        |  |
| ALTERNATE 1                                                                                                                                                                                       | Contract A - Digester Tank Masonry Replacement | 1        | ADD                                                            | \$110,000.00 |                 | ADD            | \$118,000.00 |                |                                                                        |  |
| ALTERNATE 2                                                                                                                                                                                       | Contract A - Draft Tube Mixer                  | 1        | DEDUCT                                                         | \$12,000.00  |                 | DEDUCT         | \$3,000.00   |                |                                                                        |  |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                                                                                                              |                                                |          |                                                                |              | 0%              | 0%             |              |                |                                                                        |  |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded:                                                                                               |                                                |          |                                                                |              |                 |                |              |                |                                                                        |  |
|                                                                                                                                                                                                   |                                                |          |                                                                |              | CONTRACT A      |                | X            |                |                                                                        |  |
|                                                                                                                                                                                                   |                                                |          |                                                                |              | CONTRACT B      |                | X            |                |                                                                        |  |
|                                                                                                                                                                                                   |                                                |          |                                                                |              | CONTRACT C      |                | X            |                |                                                                        |  |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                                                                                                                        |                                                |          |                                                                |              |                 |                |              |                |                                                                        |  |
|                                                                                                                                                                                                   |                                                |          |                                                                |              | CONTRACTS A+B   |                | No Deduct    |                | No Deduct                                                              |  |
|                                                                                                                                                                                                   |                                                |          |                                                                |              | CONTRACTS A+B+C |                | No Deduct    |                | No Deduct                                                              |  |

|                                                                                                                                                                                                   |                                                |          |                |                                                                  |                                                                                                |                                    |                                                                        |                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------|----------------|--|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 |                                                |          |                | ARCADIS<br>4665 Cornell Road, Ste. 350<br>Cincinnati, OH 45241   |                                                                                                |                                    |                                                                        |                |  |
|                                                                                                                                                                                                   |                                                |          |                | Shook Building Group<br>4977 Northcutt Place<br>Dayton, OH 45414 |                                                                                                |                                    | PAE & Associates<br>6933 Brookville Salem Pike<br>Brookville, OH 45309 |                |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR                                                            | TOTAL                                                                                          | MATERIAL                           | LABOR                                                                  | TOTAL          |  |
| CONTRACT A                                                                                                                                                                                        | General & Mechanical, Complete Lump Sum        | 1        | \$1,698,300.00 | \$596,700.00                                                     | \$2,295,000.00                                                                                 | \$1,897,000.00                     | \$400,000.00                                                           | \$2,297,000.00 |  |
| CONTRACT B                                                                                                                                                                                        | Heating & Ventilating, Complete Lump Sum       | 1        | \$159,600.00   | \$106,400.00                                                     | \$266,000.00                                                                                   | \$350,000.00                       | \$56,000.00                                                            | \$406,000.00   |  |
| CONTRACT C                                                                                                                                                                                        | Electrical, Complete Lump Sum                  | 1        | \$154,800.00   | \$103,200.00                                                     | \$258,000.00                                                                                   | \$150,000.00                       | \$57,000.00                                                            | \$207,000.00   |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT                                                           |                                                                                                | ADD OR DEDUCT                      | AMOUNT                                                                 |                |  |
| ALTERNATE 1                                                                                                                                                                                       | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$120,000.00                                                     |                                                                                                | ADD                                | \$95,700.00                                                            |                |  |
| ALTERNATE 2                                                                                                                                                                                       | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$10,000.00                                                      |                                                                                                | ADD                                | \$5,000.00                                                             |                |  |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                                                                                                              |                                                |          |                |                                                                  | 0%                                                                                             | A+B<br>A+B+C<br>5.55% *<br>5.15% * |                                                                        |                |  |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded:                                                                                               |                                                |          |                |                                                                  | CONTRACT A<br>CONTRACT B<br>CONTRACT C<br>X<br>X<br>X                                          |                                    |                                                                        |                |  |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                                                                                                                        |                                                |          |                |                                                                  | CONTRACTS A+B<br>CONTRACTS A+B+C<br>No Deduct<br>No Deduct<br>\$2,553,000.00<br>\$2,760,000.00 |                                    |                                                                        |                |  |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

|                                                                                                                                                                                                   |                                                |          |                |                                                                                  |                                        |                |              |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|----------------------------------------------------------------------------------|----------------------------------------|----------------|--------------|--------------------------------------------------------------|--|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 |                                                |          |                | ARCADIS<br>4665 Cornell Road, Ste. 350<br>Cincinnati, OH 45241                   |                                        |                |              |                                                              |  |
|                                                                                                                                                                                                   |                                                |          |                | Fyman-Kuck General Contractors Inc.<br>5150 Webster Street<br>Dayton, Ohio 45413 |                                        |                |              | Doll Layman Ltd.<br>4195 Gibson Drive<br>Tipp City, OH 45371 |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR                                                                            | TOTAL                                  | MATERIAL       | LABOR        | TOTAL                                                        |  |
| CONTRACT A                                                                                                                                                                                        | General & Mechanical, Complete Lump Sum        | 1        | \$1,606,000.00 | \$715,000.00                                                                     | \$2,321,000.00                         | \$2,077,000.00 | \$350,000.00 | \$2,427,000.00                                               |  |
| CONTRACT B                                                                                                                                                                                        | Heating & Ventilating, Complete Lump Sum       | 1        | ---            | ---                                                                              | No Bid                                 | \$160,000.00   | \$110,000.00 | \$270,000.00                                                 |  |
| CONTRACT C                                                                                                                                                                                        | Electrical, Complete Lump Sum                  | 1        | ---            | ---                                                                              | No Bid                                 | ---            | ---          | No Bid                                                       |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT                                                                           |                                        | ADD OR DEDUCT  | AMOUNT       |                                                              |  |
| ALTERNATE 1                                                                                                                                                                                       | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$117,000.00                                                                     |                                        | ADD            | \$110,000.00 |                                                              |  |
| ALTERNATE 2                                                                                                                                                                                       | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$6,000.00                                                                       |                                        | DEDUCT         | \$12,000.00  |                                                              |  |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                                                                                                              |                                                |          |                |                                                                                  | 0%                                     | 0%             |              |                                                              |  |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded:                                                                                               |                                                |          |                |                                                                                  |                                        |                |              |                                                              |  |
|                                                                                                                                                                                                   |                                                |          |                |                                                                                  | CONTRACT A<br>CONTRACT B<br>CONTRACT C |                |              |                                                              |  |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                                                                                                                        |                                                |          |                |                                                                                  | CONTRACTS A+B<br>CONTRACTS A+B+C       |                |              |                                                              |  |
|                                                                                                                                                                                                   |                                                |          |                |                                                                                  | No Deduct<br>No Deduct                 |                |              |                                                              |  |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

| CITY OF OXFORD, OHIO                                                                                |                                                |          |                | ARCADIS                                                                     |                |                |              |                |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|-----------------------------------------------------------------------------|----------------|----------------|--------------|----------------|
| WWTP IMPROVEMENTS                                                                                   |                                                |          |                | 4665 Cornell Road, Ste. 350<br>Cincinnati, OH 45241                         |                |                |              |                |
| CONTRACT A - GENERAL & MECHANICAL                                                                   |                                                |          |                | Danis Industrial Construction<br>3233 Newmark Drive<br>Miamisburg, OH 45342 |                |                |              |                |
| CONTRACT B - HEATING & VENTILATING                                                                  |                                                |          |                |                                                                             |                |                |              |                |
| CONTRACT C - ELECTRICAL                                                                             |                                                |          |                |                                                                             |                |                |              |                |
| 2:00 PM Local Time                                                                                  |                                                |          |                |                                                                             |                |                |              |                |
| Thursday, March 22, 2012                                                                            |                                                |          |                | Building Crafts Inc.<br>2 Rosewood Drive<br>Wilder, KY 41076                |                |                |              |                |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR                                                                       | TOTAL          | MATERIAL       | LABOR        | TOTAL          |
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | \$1,460,200.00 | \$975,000.00                                                                | \$2,435,200.00 | \$1,809,955.00 | \$750,000.00 | \$2,559,955.00 |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$148,675.00   | \$110,000.00                                                                | \$258,675.00   | ---            | ---          | No Bid         |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$141,997.00   | \$10,000.00                                                                 | \$231,997.00   | ---            | ---          | No Bid         |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT                                                                      |                | ADD OR DEDUCT  | AMOUNT       |                |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$83,300.00                                                                 |                | ADD            | \$133,500.00 |                |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$10,000.00                                                                 |                | DEDUCT         | \$11,000.00  |                |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |                |                                                                             | 0%             | 0%             |              |                |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                |                                                                             |                |                |              |                |
| CONTRACT A                                                                                          |                                                |          |                |                                                                             |                |                | X            |                |
| CONTRACT B                                                                                          |                                                |          |                |                                                                             |                |                | X            |                |
| CONTRACT C                                                                                          |                                                |          |                |                                                                             |                |                | X            |                |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                |                                                                             |                |                |              |                |
| CONTRACTS A+B                                                                                       |                                                |          |                |                                                                             | No Deduct      | No Deduct      |              |                |
| CONTRACTS A+B+C                                                                                     |                                                |          |                |                                                                             | No Deduct      | No Deduct      |              |                |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 |                                                |          |                | ARCADIS<br>4665 Cornell Road, Ste. 350<br>Cincinnati, OH 45241 |                 |               |                                                        |              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|----------------------------------------------------------------|-----------------|---------------|--------------------------------------------------------|--------------|--|
|                                                                                                                                                                                                   |                                                |          |                | Dugan & Meyers<br>11110 Kenwood Road<br>Cincinnati, OH 45242   |                 |               | Starco, Inc.**<br>1147 S. Broadway<br>Dayton, OH 45408 |              |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR                                                          | TOTAL           | MATERIAL      | LABOR                                                  | TOTAL        |  |
| CONTRACT A                                                                                                                                                                                        | General & Mechanical, Complete Lump Sum        | 1        | \$1,995,794.00 | \$855,340.00                                                   | \$2,851,134.00  | ---           | ---                                                    | No Bid       |  |
| CONTRACT B                                                                                                                                                                                        | Heating & Ventilating, Complete Lump Sum       | 1        | \$167,000.00   | \$111,332.00                                                   | \$278,332.00    | \$147,000.00  | \$103,400.00                                           | \$250,400.00 |  |
| CONTRACT C                                                                                                                                                                                        | Electrical, Complete Lump Sum                  | 1        | \$105,896.00   | \$158,843.00                                                   | \$264,739.00    | ---           | ---                                                    | No Bid       |  |
| CONTRACT                                                                                                                                                                                          | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT                                                         |                 | ADD OR DEDUCT | AMOUNT                                                 |              |  |
| ALTERNATE 1                                                                                                                                                                                       | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$119,000.00                                                   |                 |               | No Bid                                                 |              |  |
| ALTERNATE 2                                                                                                                                                                                       | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$118,000.00                                                   |                 |               | No Bid                                                 |              |  |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                                                                                                              |                                                |          |                |                                                                | 0%              | 0%            |                                                        |              |  |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded:                                                                                               |                                                |          |                |                                                                |                 |               |                                                        |              |  |
|                                                                                                                                                                                                   |                                                |          |                |                                                                | CONTRACT A      | X             |                                                        |              |  |
|                                                                                                                                                                                                   |                                                |          |                |                                                                | CONTRACT B      | X             |                                                        |              |  |
|                                                                                                                                                                                                   |                                                |          |                |                                                                | CONTRACT C      | X             |                                                        |              |  |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                                                                                                                        |                                                |          |                |                                                                | CONTRACTS A+B   | No Deduct     |                                                        |              |  |
|                                                                                                                                                                                                   |                                                |          |                |                                                                | CONTRACTS A+B+C | No Deduct     |                                                        |              |  |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

|                                    |  |                                                                                     |  |  |  |
|------------------------------------|--|-------------------------------------------------------------------------------------|--|--|--|
| CITY OF OXFORD, OHIO               |  | <b>ARCADIS</b><br><b>4665 Cornell Road, Ste. 350</b><br><b>Cincinnati, OH 45241</b> |  |  |  |
| WWTP IMPROVEMENTS                  |  | Langdon, Inc.<br>9865 Wayne Avenue<br>Cincinnati, OH 45215                          |  |  |  |
| CONTRACT A - GENERAL & MECHANICAL  |  |                                                                                     |  |  |  |
| CONTRACT B - HEATING & VENTILATING |  |                                                                                     |  |  |  |
| CONTRACT C - ELECTRICAL            |  |                                                                                     |  |  |  |
| 2:00 PM Local Time                 |  |                                                                                     |  |  |  |
| Thursday, March 22, 2012           |  |                                                                                     |  |  |  |

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL      | LABOR        | TOTAL           | MATERIAL      | LABOR       | TOTAL        |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|---------------|--------------|-----------------|---------------|-------------|--------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | ---           | ---          | No Bid          | ---           | ---         | No Bid       |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$310,000.00  | \$223,490.00 | \$533,490.00    | ---           | ---         | No Bid       |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | ---           | ---          | No Bid          | \$185,168.00  | \$43,663.00 | \$228,831.00 |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT | AMOUNT       |                 | ADD OR DEDUCT | AMOUNT      |              |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        |               | No Bid       |                 |               | No Bid      |              |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        |               | No Bid       |                 |               | No Bid      |              |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |               |              | 0%              |               |             | 0%           |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |               |              |                 |               |             |              |
|                                                                                                     |                                                |          |               |              |                 |               |             | X            |
|                                                                                                     |                                                |          |               |              |                 |               |             | X            |
|                                                                                                     |                                                |          |               |              |                 |               |             | X            |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |               |              |                 |               |             |              |
|                                                                                                     |                                                |          |               |              | No Deduct       |               |             | No Deduct    |
|                                                                                                     |                                                |          |               |              | CONTRACTS A+B   |               |             | No Deduct    |
|                                                                                                     |                                                |          |               |              | CONTRACTS A+B+C |               |             | No Deduct    |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual



|                                                                                                     |                                                |          |                                                                     |              |              |                                                                         |              |              |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|---------------------------------------------------------------------|--------------|--------------|-------------------------------------------------------------------------|--------------|--------------|
| CITY OF OXFORD, OHIO                                                                                |                                                |          | ARCADIS                                                             |              |              |                                                                         |              |              |
| WWTP IMPROVEMENTS                                                                                   |                                                |          | 4665 Cornell Road, Ste. 350                                         |              |              |                                                                         |              |              |
| CONTRACT A - GENERAL & MECHANICAL                                                                   |                                                |          | Cincinnati, OH 45241                                                |              |              |                                                                         |              |              |
| CONTRACT B - HEATING & VENTILATING                                                                  |                                                |          | Wagner Industrial Electric<br>3178 Encrete Lane<br>Dayton, OH 45439 |              |              | ICS Electrical Services<br>7024 Harrison Avenue<br>Cincinnati, OH 45247 |              |              |
| CONTRACT C - ELECTRICAL                                                                             |                                                |          |                                                                     |              |              |                                                                         |              |              |
| 2:00 PM Local Time                                                                                  |                                                |          |                                                                     |              |              |                                                                         |              |              |
| Thursday, March 22, 2012                                                                            |                                                |          |                                                                     |              |              |                                                                         |              |              |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL                                                            | LABOR        | TOTAL        | MATERIAL                                                                | LABOR        | TOTAL        |
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | ---                                                                 | ---          | No Bid       | ---                                                                     | ---          | No Bid       |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | ---                                                                 | ---          | No Bid       | ---                                                                     | ---          | No Bid       |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$83,900.00                                                         | \$185,000.00 | \$268,900.00 | \$141,240.00                                                            | \$163,900.00 | \$305,140.00 |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT                                                       | AMOUNT       |              | ADD OR DEDUCT                                                           | AMOUNT       |              |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        |                                                                     | No Bid       |              |                                                                         | No Bid       |              |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        |                                                                     | No Bid       |              |                                                                         | No Bid       |              |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          | 0%                                                                  |              |              | 0%                                                                      |              |              |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                                                                     |              |              |                                                                         |              |              |
| CONTRACT A<br>CONTRACT B<br>CONTRACT C                                                              |                                                |          |                                                                     |              |              |                                                                         |              |              |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                                                                     |              |              |                                                                         |              |              |
| CONTRACTS A+B<br>CONTRACTS A+B+C                                                                    |                                                |          | No Deduct<br>No Deduct                                              |              |              | No Deduct<br>No Deduct                                                  |              |              |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

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|-------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|------------------------------------------------------------------------|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL |  | <b>ARCADIS</b><br>4665 Cornell Road, Ste. 350<br>Cincinnati, Ohio 45241 |                                                                        |
| 2:00 PM Local Time<br>Thursday, March 22, 2012                                                                                                  |  | Reynolds Inc.<br>4520 N. State Road 37<br>Oftens, IN 47452              | Mechanical Construction Co.<br>2303 8th Street<br>Portsmouth, OH 45662 |

| ITEM NO.                               | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO. | PRICE                 | PRICE                 |
|----------------------------------------|----------------------------------------------------------------------|----------|-------------|-----------------------|-----------------------|
| C.                                     | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301       | \$450.00              | \$480.00              |
| C1.                                    | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301       | \$350.00              | \$280.00              |
| S1.                                    | Liquid Sludge Disposal                                               | 100 gal. | 01019       | \$10.00               | \$9.15                |
| S2.                                    | Dewatered Sludge Disposal                                            | wet ton  | 01019       | \$150.00              | \$138.00              |
| EQUIPMENT OR MATERIAL                  |                                                                      |          | SECTION NO. | BASE BID MANUFACTURER | BASE BID MANUFACTURER |
| Radial Beam Fixed Digester Covers      |                                                                      |          | 11232       | Ovivo                 | Ovivo                 |
| Radial Beam Gas Holder Digester Covers |                                                                      |          | 11236       | Ovivo                 | Ovivo                 |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
 4665 Cornell Road, Ste. 350  
 Cincinnati, Ohio 45241

Shook Building Group  
 4977 Northcutt Place  
 Dayton, OH 45414

PAE & Associates  
 6933 Brookville Salem Pike  
 Brookville, OH 45309

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$450.00                     | \$400.00                     |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$300.00                     | \$350.00                     |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$9.50                       | \$16.00                      |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$142.00                     | \$135.00                     |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | Ovivo                        | Ovivo                        |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | Ovivo                        | Ovivo                        |

|                                                                                                                                                                                                       |                                                                                   |                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br><br>2:00 PM Local Time<br>Thursday, March 22, 2012 | <b>ARCADIS</b><br>4665 Cornell Road, Ste. 350<br>Cincinnati, Ohio 45241           |                                                              |
|                                                                                                                                                                                                       | Fryman-Kuck General Contractors Inc.<br>5150 Webster Street<br>Dayton, Ohio 45413 | Doll Layman Ltd.<br>4195 Gibson Drive<br>Tipp City, OH 45371 |
|                                                                                                                                                                                                       |                                                                                   |                                                              |

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$600.00                     | \$1,000.00                   |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$500.00                     | \$750.00                     |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$10.00                      | \$9.00                       |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$150.00                     | \$135.00                     |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | Ovivo                        | Ovivo                        |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | Ovivo                        | Ovivo                        |

|                                                                                                                                                                                                       |                                                                             |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br><br>2:00 PM Local Time<br>Thursday, March 22, 2012 | <b>ARCADIS</b><br>4665 Cornell Road, Ste. 350<br>Cincinnati, Ohio 45241     |                                                               |
|                                                                                                                                                                                                       | Danis Industrial Construction<br>3233 Newmark Drive<br>Miamisburg, OH 45342 | Building Crafts Inc.<br>2 Rosewood Drive<br>Wilders, KY 41076 |
|                                                                                                                                                                                                       |                                                                             |                                                               |

| ITEM NO.              | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO. | PRICE                 | PRICE                 |
|-----------------------|----------------------------------------------------------------------|----------|-------------|-----------------------|-----------------------|
| C.                    | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301       | \$750.00              | \$400.00              |
| C1.                   | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301       | \$500.00              | \$200.00              |
| S1.                   | Liquid Sludge Disposal                                               | 100 gal. | 01019       | \$10.00               | \$0.17                |
| S2.                   | Dewatered Sludge Disposal                                            | wet ton  | 01019       | \$148.50              | \$207.00              |
| EQUIPMENT OR MATERIAL |                                                                      |          |             | BASE BID MANUFACTURER | BASE BID MANUFACTURER |
|                       | Radial Beam Fixed Digester Covers                                    |          | 11232       | Ovivo                 | Ovivo                 |
|                       | Radial Beam Gas Holder Digester Covers                               |          | 11236       | Ovivo                 | Ovivo                 |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
 4665 Cornell Road, Ste. 350  
 Cincinnati, Ohio 45241

Dugan & Meyers  
 11110 Kenwood Road  
 Cincinnati, OH 45242

Starco, Inc.  
 1147 S. Broadway  
 Dayton, OH 45408

| ITEM NO.                               | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|----------------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                                     | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$4,000.00                   | No Bid                       |
| C1.                                    | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$1,820.00                   | No Bid                       |
| S1.                                    | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$9.00                       | No Bid                       |
| S2.                                    | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$135.00                     | No Bid                       |
| <b>EQUIPMENT OR MATERIAL</b>           |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
| Radial Beam Fixed Digester Covers      |                                                                      |          | 11232              | Ovivo                        | None                         |
| Radial Beam Gas Holder Digester Covers |                                                                      |          | 11236              | Ovivo                        | None                         |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
 4665 Cornell Road, Ste. 350  
 Cincinnati, Ohio 45241

Langdon, Inc.  
 9865 Wayne Avenue  
 Cincinnati, OH 45215

Lake Erie Electric, Inc.  
 360 Industrial Drive  
 Franklin, OH 45005

| ITEM NO.                               | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|----------------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                                     | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | None                         | None                         |
| C1.                                    | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | None                         | \$90.00                      |
| S1.                                    | Liquid Sludge Disposal                                               | 100 gal. | 01019              | None                         | None                         |
| S2.                                    | Dewatered Sludge Disposal                                            | wet ton  | 01019              | None                         | None                         |
| <b>EQUIPMENT OR MATERIAL</b>           |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
| Radial Beam Fixed Digester Covers      |                                                                      |          | 11232              | None                         | None                         |
| Radial Beam Gas Holder Digester Covers |                                                                      |          | 11236              | None                         | None                         |

|                                                                                                                                                                                                       |                                                                         |                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br><br>2:00 PM Local Time<br>Thursday, March 22, 2012 | <b>ARCADIS</b><br>4665 Cornell Road, Ste. 350<br>Cincinnati, Ohio 45241 |                                                                         |
|                                                                                                                                                                                                       | Wagner Industrial Electric<br>3178 Encrete Lane<br>Dayton, OH 45439     | ICS Electrical Services<br>7024 Harrison Avenue<br>Cincinnati, OH 45247 |
|                                                                                                                                                                                                       |                                                                         |                                                                         |

| ITEM NO. | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|----------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.       | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | No Bid                       | No Bid                       |
| C1.      | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | No Bid                       | No Bid                       |
| S1.      | Liquid Sludge Disposal                                               | 100 gal. | 01019              | No Bid                       | No Bid                       |
| S2.      | Dewatered Sludge Disposal                                            | wet ton  | 01019              | No Bid                       | No Bid                       |
|          | <b>EQUIPMENT OR MATERIAL</b>                                         |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|          | Radial Beam Fixed Digester Covers                                    |          | 11232              | None                         | None                         |
|          | Radial Beam Gas Holder Digester Covers                               |          | 11236              | None                         | None                         |



**CITY OF OXFORD  
STAFF SUMMARY REPORT**

**Report to the City Manager**

Community Development  
**Originating Department**

**Council Meeting Of:** April 3, 2012

Jung-Han Chen  
**Prepared By**

**Account Code No. #:**

March 28, 2012  
**Date Prepared**

**Budgeted Amount:**

|                      |                                                                |
|----------------------|----------------------------------------------------------------|
| <b>Agenda Title:</b> | <b>Board of Zoning Appeals Meeting Report – March 21, 2012</b> |
|----------------------|----------------------------------------------------------------|

|                        |            |
|------------------------|------------|
| <b>Recommendation:</b> | <b>N/A</b> |
|------------------------|------------|

**Election of 2012 Officers:**

The election of BZA officers took place: Mr. Todd Hollenbaugh was elected Chair; Mr. Gary Meyer was elected Vice-Chair; and Ms. Prue Dana was elected Secretary.

**DISCUSSION:**

**Adjudication Hearing:**

**BZA-03-2012 516 S. Locust Street**, Variance to Sections 1151.02(k)(2)(B), 1151.05(a)(3) to allow additional wall signs in the GB District, one of which does not face the right-of-way, **Bernadette Unger, for MOON Cooperative Services, Inc., Applicant**

The Applicant requested additional signage for their retail store. The location of their store is uniquely configured, having interior open green space between opposite tenant spaces. The Co-Op is located at the end of the Tollgate Mall and does not have any frontage along the parking lot or Locust Street. Their hope is that the additional signage will attract more customers.

Currently, there are three freestanding signs for the entire complex and the Applicant requested an additional two wall signs for this store. The requested additional 48 square feet sign area would still fall below the allowable sign area for the mall collectively. The zoning code states that no more than a total of two wall or freestanding signs are permitted per development site.

After considering and weighing these facts and circumstances, the Board found that practical difficulty was shown sufficient to warrant granting the variance to Section 1151.02(k)(2)(B) and 1151.05(a)(3) and voted 5-0-0 to **APPROVE** the application as presented.

**New Business:**

There was none.

**Old Business:**

There was none.

The next BZA meeting will take place at 7:30 p.m. on April 18, 2012.

**Approved By:**

**Department Head:**  
**City Attorney:**  
**City Manager:**

| Initial | Date    |
|---------|---------|
| JHC     | 3/28/12 |
| DRG     | 3/30/12 |

# CITY OF OXFORD

## STAFF SUMMARY REPORT

**Report to the City Manager**

City Manager

**Originating Department**

**Council Meeting Of:** April 3, 2012

Mary Ann Eaton

**Account Code No. #:** N/A

**Prepared By**

**Budgeted Amount:** N/A

March 23, 2012

**Date Prepared**

**Agenda Title:** Resolution authorizing the City Manager to waive the fees adopted in the Fee Ordinance for the street closings for the Visitors and Convention Bureau for the 2012 annual Summer Music Festival.

**Recommendation:**

**Discussion:**

Council has approved this request every year since 2005. The fee for each street closure is \$135.00. The cost for 8 concerts is \$1,080.00.

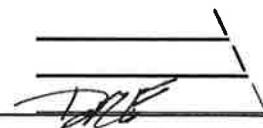
**Approved By:**

**Initial Date**

**Department Head:**

**City Attorney:**

**City Manager:**

 3/30/12

**RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE THE FEES ADOPTED IN THE FEE ORDINANCE FOR THE STREET CLOSINGS FOR THE VISITORS AND CONVENTION BUREAU FOR THE 2012 ANNUAL SUMMER MUSIC FESTIVAL.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: The Visitors and Convention Bureau hereby requests Council's consideration of their request for waiver of the street closure fees for the 2012 Annual Summer Music Festival.

SECTION 2: Council having considered the request determined that the Summer Music Festival is a benefit to the entire community and that waiving the fees for the street closings is in the best interest of the community, hereby authorizes the City Manager to waive the fees for the street closings for the 2012 Annual Summer Music Festival.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

\_\_\_\_\_  
MAYOR

ADOPTED:

ATTEST:

\_\_\_\_\_  
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

June 7, 15, 21, 28  
July 12, 19, 26  
August 9, 16

APPROVED

Rev. 6/11



CITY OF  
**OXFORD**  
MIAMI UNIVERSITY



REQUEST FOR PUBLIC PARK PERMIT



REQUEST FOR PUBLIC RIGHT-OF-WAY PERMIT

See above

Date(s) of Event:

\_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ From: 6:00 a.m. (p.m.) To: 11:00 a.m. (p.m.)

Today's Date:

2/23/12

☐ Emergency Utility Repair (check box, if applicable)

--- Applicant shall allow a minimum of 3 business days for processing ---

Responsible Adult:  
(18 years of age or older)\*

Diana Durr

Organization:

OVCI3

Address:

14 W. Park Place, Suite  
Oxford, OH 45056

Advisor:

Address:

Telephone:

513-523-8687

Telephone:

Cellular:

513-885-8146

Cellular:

Fax:

513-523-2927

Fax:

Email:

dianadurr@oxford.org

Email:

Non-Profit:

☒ Yes ☐ No

\* Person in charge - Primary contact

#### PARK REQUESTED

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)  
☐ Leonard Howell Park (Bonham Road)  
☐ Oxford Community Park (Fairfield Road) – Contact 523-6314 to confirm date(s)  
☒ Memorial Park (E. Park Place & N. Main Street – has pavilion)  
☒ Martin Luther King Jr. Park (W. Park Place & N. Main Street – animal sculptures & fountain)  
☐ Other: \_\_\_\_\_

RECEIVED

FEB 23 2012

City of Oxford

TITLE OF EVENT (be specific and include projected attendance)

Music Festival

Projected Attendance: 2,000 Has this event been held previously? ☒ Yes ☐ No If "YES", when? annually

#### DESCRIPTION OF EVENT

Place a description of the event, along with additional requests, on the appropriate attachment. If request is only for use of a right-of-way, use the attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: Diana Durr Date: 2/23/12

I have read and understand the rules, guidelines and conditions. Furthermore, I understand that acceptance of them is a condition of approval; and, if approval is granted, it is only for the event specified above. I also understand that the request will be reviewed by various City of Oxford officials and additional conditions may be required before final approval is granted. If additional conditions are required, I agree to meet with the appropriate officials and/or the Oxford Community Event Coordinating Committee.

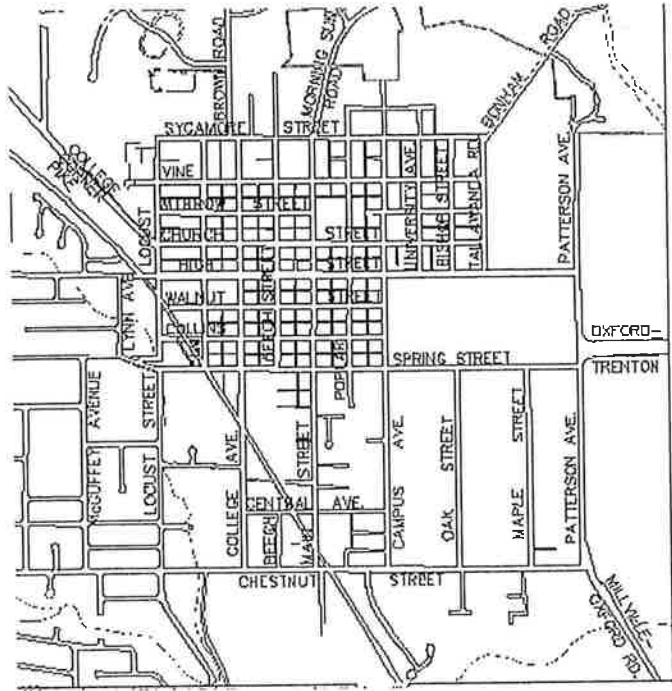
#### M.U. Use Only

The organization listed above is a registered student organization in good standing with Miami University.

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**Note**  
If your event is outside the boundaries of this map, either attach a separate map or contact the City for assistance.



### CITY OF OXFORD / RIGHT-OF-WAY REQUEST DETAILS

**Instructions for Applicant:** Please clearly denote the parade route, streets and/or sidewalk areas being requested. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

Main Street from Church Street to High Street, East Park Place, West Park Place

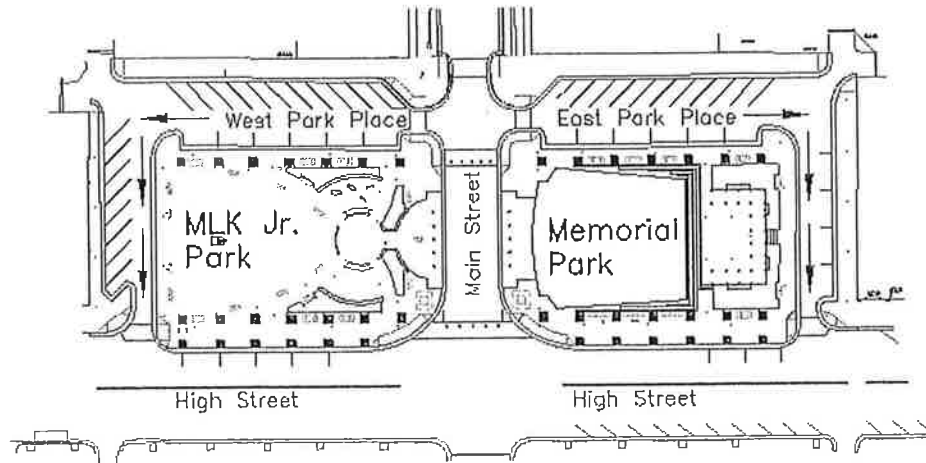
**Additional Requests:**  
(Include details in narrative)

- ☒ No Parking Signs
- ☒ Detour(s)
- ☐ Police Assistance

#### Time Details

|           | Start   | End     |
|-----------|---------|---------|
| Setup     | 6:00pm  | 7:30pm  |
| Event     | 7:30pm  | 10:00pm |
| Breakdown | 10:00pm | 11:00pm |

~~Friday, June 15<sup>th</sup> (Alumni Event)~~  
~~Set up 4:00pm - 6:00pm~~  
~~Event 6:00pm - 10:00pm~~  
~~Breakdown 10:00pm - 11:00pm~~



### OXFORD MEMORIAL PARK & MARTIN LUTHER KING JR. PARK

**Instructions for Applicant:** Please clearly denote (1) the sections of the parks that you are requesting, (2) parking spots needed and (3) proposed street closures. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

Requesting both MLK, Jr. Park & Memorial Park

**Additional Requests:**  
(Include details in narrative)

- ☒ Pavilion
- ☒ Extra trash cans
- ☐ PA / CD System \*\*
- ☒ Stage lighting
- ☐ Special power requirements (explain in narrative)\*\*
- ☐ Street Closure \*\*
- ☐ Other: \_\_\_\_\_

Time Details

|           | Start    | End      |
|-----------|----------|----------|
| Setup     | 6:00 pm  | 7:30 pm  |
| Event     | 7:30 pm  | 10:00 pm |
| Breakdown | 10:00 pm | 11:00 pm |

\*\* Contact the Streets & Maintenance Division 3 days prior to the event at  
513-523-8412

NOTE: Street closures will be at the discretion of the Oxford Police Department

see Right-of-Way Request regarding  
Friday, June 15<sup>th</sup> (Alumni Event)





## Stipulations and Fees

**Note:** FULL PAYMENT REQUIRED BEFORE THE EVENT

### RIGHT-OF-WAY

Applicants should allow a minimum of **three (3) business days** for the request to be processed from the time it is submitted to city officials. *(Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests shall be submitted no less than fourteen (14) days in advance of the event.)*

1. Applicant shall manage all work zones in the Right-of-Way in compliance with the Ohio Manual of Uniform Traffic Control. *(Note: Applicant is responsible for damages in the right of way or adjacent property.)*
2. Large events (estimated at over 500 people, including all concerts and performances, will require a pre-meeting with the Police (524-5247) and Service Department (524-5206) prior to approval. *Note: Requests **WILL NOT** be approved prior to the pre-meeting.*
3. The period of use may not exceed two (2) days without City Council approval.
4. At least one legally responsible adult must sign the request.
5. The usage may not discriminate for or against a given class of people.
6. All ordinances that regulate noise shall be observed.
7. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within the public right-of-way.
8. The requestor is responsible for cleanup. Failure to cleanup may result in subsequent requests being denied or a deposit being required. In addition, a cleaning charge may be assessed.
9. Safety staffing levels will be determined by the Oxford Police Division and the requestor may be required to hire police officers.
10. All special conditions specified by department heads must be complied with. Fees may be assessed for special services – see below.
11. Miami University approval is required for student events.
12. NO markings may be made on streets or sidewalks within the public right-of-way.
13. Inflatable game requirements: 18 YOA professional operator and **copy of company's insurance policy**.
14. If food is to be distributed to the public, **written approval** from the BCHD is required.

### USE OF PARKS (ALL THOSE ABOVE, PLUS)

1. No motor vehicles may be parked within the area of the park or on any sidewalk.
2. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
3. No signs are permitted.
4. The requestor is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
5. No structure shall be defaced and no structure shall be erected within four (4) feet of the base of a tree or shrub.
6. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within the public right-of-way.

#### FEE INFORMATION

No Parking Signs      \$ .35 ea  
Metered Parking Spots      \$10.00/ea  
Trash Boxes      \$ 5.00/ea

#### Personnel

Police Officer(s)      Contact OPD  
Sound System      \$25.00  
Street Dept. Personnel      \$25.00/hr  
Electrician      \$100.00  
Park & Rec Personnel      Contact OPRD

#### Road Closures (fee includes labor)

Main Street      \$135.00  
US 27 Detour      \$135.00

#### Sports Fields/Gazebo

Contact OPRD – 513-523-6314

#### APPLICANT'S ASSURANCE

I have reviewed the estimated cost for the event and agree to compensate the City for services rendered as part of this contract. If the event runs past the stated end time, I understand that additional charges will accrue and agree to compensate the City accordingly.

*Deana Dean*      Date: 2/23/12  
Applicant's Signature

#### CITY USE ONLY

|   | Service   | Hours | Rate      | Estimate | Final     |
|---|-----------|-------|-----------|----------|-----------|
| 1 | Personnel | 4     | \$ 25     | \$       | \$ 100.00 |
| 2 | St. Close | 1     | \$ 135.00 | \$       | \$ 135.00 |
| 3 |           |       | \$        | \$       | \$        |
| 4 |           |       | \$        | \$       | \$        |
| 5 |           |       | \$        | \$       | \$        |
|   |           |       | Total     | \$       | \$        |

|                                       | Applicant's<br>Initials | Review<br>Date |
|---------------------------------------|-------------------------|----------------|
| Police Department                     |                         |                |
| 1                                     |                         |                |
| 2                                     |                         |                |
| 3                                     |                         |                |
| 4                                     |                         |                |
| Fire Department                       |                         |                |
| 1                                     |                         |                |
| 2                                     |                         |                |
| 3                                     |                         |                |
| 4                                     |                         |                |
| Service Department                    |                         |                |
| 1                                     |                         |                |
| 2                                     |                         |                |
| 3                                     |                         |                |
| 4                                     |                         |                |
| Recreation Department (if applicable) |                         |                |
| 1                                     |                         |                |
| 2                                     |                         |                |
| 3                                     |                         |                |
| 4                                     |                         |                |
| City Manager                          |                         |                |
| 1                                     |                         |                |
| 2                                     |                         |                |
| 3                                     |                         |                |
| 4                                     |                         |                |

Pre-Meeting (if applicable): Reviewed with \_\_\_\_\_ on \_\_\_\_\_.

Reviewer(s): \_\_\_\_\_

APPROVAL SECTION (with conditions)

Police Chief: ☒ Approved

☐ Not Approved

Fire Chief: ☐ Approved

☐ Not Approved

Service Director: ☒ Approved

☐ Not Approved

Recreation Director: ☐ Approved

☐ Not Approved

City Manager: ☐ Approved

☐ Not Approved

  
\_\_\_\_\_  
City Manager's Signature

Date: 2/28/12

Reason(s) event not approved:



# CITY OF OXFORD

## STAFF SUMMARY REPORT

**Report to the City Manager**

**Council Meeting of:** April 3, 2012

**Account Code #:** 332.831.51101 & 332.831.51102

**Budgeted Amount:** \$ 3,121,500

Service Department  
**Originating Department**

Michael Dreisbach  
**Prepared By**

March 27, 2012  
**Date Prepared**

**Agenda Title:** Wastewater Treatment Plant Improvements Including Rehabilitation of An Anaerobic Digester and Return Activated Sludge System Improvements

**Recommendation:** Approval

### Discussion:

The 2012 Wastewater Capital Improvement Budget includes \$3,121,500 for improvements at the City's wastewater treatment plant (WWTP). City Staff, working in conjunction with Arcadis U.S., Inc. (Arcadis), developed plans and specifications for improvements in three primary elements at the WWTP including the rehabilitation of anaerobic digesters, improvements to the sludge recirculation pump station, and reconstruction of the WWTP's non-potable water system. Once constructed, these elements will complete major construction items identified in the WWTP's 2009 Facilities Plan.

Staff submitted plans and specifications to the Ohio Environmental Protection Agency (OEPA) for review and the issuance of a Permit to Install. This permit is necessary prior to construction activities being implemented, and on January 17, 2012, the OEPA issued the permit for our WWTP improvements.

The City divided improvements into three contracts for this project as follows:

- Contract A – General and Mechanical
- Contract B – Heating and Ventilating
- Contract C – Electrical

The City advertised for bids in local newspapers on February 24, 2012 and March 2, 2012. The City also advertised through several construction drawing clearinghouse services. Bids were opened and read aloud on March 22, 2012. A tabulation of bids is attached to this report.

Fourteen companies submitted bids on at least one contract being offered by the City. Based on Staff evaluation of the bids, the lowest and best bidder for Contract A and Contract B is Reynolds, Inc. of Orleans, IN with a combined price of \$2,380,000. The lowest and best bid for Contract C is Lake Erie Electric, Inc. of Franklin, OH with a price of \$228,831. The City has contracted with both of these firms in the past and has been very pleased with their work.

**Approved By:**

Department Head: Initial Date  
MBD \ 3/27/12

City Manager:

DRF \ 3/30/12

In addition to repairing and replacing infrastructure that is now over 40 years old, the City will realize operational savings with a significant improvement in methane production and utilization. Captured methane will be used at the WWTP for building heating and process control. This will reduce the amount of natural gas that must be purchased from outside the facility. Improvements to the non-potable water system will significantly reduce the amount of finished water that is utilized at the WWTP; this will reduce operating costs for our water production division as well.

It is Staff's recommendation that City Council authorize the City Manager to enter into an agreement with Reynolds, Inc. for Contract A and Contract B as previously described at a cost of \$2,380,000. Staff is also recommending a 7% contingency authorization in the amount of \$166,600; therefore the total not to exceed for Contract A and Contract B with Reynolds, Inc. is \$2,546,600.

It is also Staff's recommendation that City Council authorize the City Manager to enter into an agreement with Lake Erie Electric, Inc. for Contract C as previously described at a cost of \$228,831. Staff is also recommending a 7% contingency authorization in the amount of \$16,018; therefore the total not to exceed for Contract C with Lake Erie Electric, Inc. is \$244,849.

## **RESOLUTION NO.**

A RESOLUTION BY THE OXFORD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAKE ERIE ELECTRIC, INC. FOR ELECTRICAL IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$228,381 PLUS A CONTINGENCY AMOUNT OF 7% OF THE CONTRACT PRICE OR \$16,018 FOR A TOTAL COST NOT TO EXCEED \$244,849.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION I: The 2012 Wastewater Capital Improvement Budget includes \$3,121,500 for improvements at the City's Wastewater Treatment Plant including rehabilitation of anaerobic digesters, improvements to the sludge recirculation pump station, and reconstruction of the Wastewater Treatment Plant's non-potable water system.

SECTION II: The City advertised a request for bids for the improvements in local newspapers on February 24, 2012 and March 2, 2012. The City also advertised through several construction drawing clearinghouse services.

SECTION III: After opening the bids on March 22, 2012, the Service Director determined that Lake Erie Electric, Inc. is the lowest and best bidder for the Electrical improvements listed as Contract C attached hereto and incorporated herein as Exhibit "A".

SECTION IV: Council hereby finds Lake Erie Electric, Inc. to be the lowest and best bidder and accepts the bid of \$228,831 for the Electrical improvements listed as Contract C attached hereto and incorporated herein as Exhibit "A" plus a contingency amount of 7% of the contract price or \$16,018 for a total cost not to exceed \$244,849.

SECTION V: Council hereby authorizes the City Manager to enter into an agreement with Lake Erie Electric, Inc. for the Electrical improvements listed as Contract C attached hereto and incorporated herein as Exhibit "A" at a cost of \$228,831 plus a contingency amount of 7% of the contract price or \$16,018 for a total cost not to exceed \$244,849.

SECTION VI: This Resolution shall take effect at the earliest date allowed by law.

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

|                                                                                                                                                                                                   |  |  |                                                                                     |  |  |                                                             |  |  |                                                                        |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------|--|--|------------------------------------------------------------------------|--|--|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 |  |  | <b>ARCADIS</b><br><b>4665 Cornell Road, Ste. 350</b><br><b>Cincinnati, OH 45241</b> |  |  | Reynolds Inc.<br>4520 N. State Road 37<br>Orleans, IN 47452 |  |  | Mechanical Construction Co.<br>2303 8th Street<br>Portsmouth, OH 45662 |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------|--|--|------------------------------------------------------------------------|--|--|

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR        | TOTAL                                  | MATERIAL               | LABOR        | TOTAL          |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|--------------|----------------------------------------|------------------------|--------------|----------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | \$1,859,000.00 | \$375,000.00 | \$2,234,000.00                         | \$1,471,000.00         | \$800,000.00 | \$2,271,000.00 |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$106,000.00   | \$40,000.00  | \$146,000.00                           | ---                    | ---          | No Bid         |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$165,000.00   | \$100,000.00 | \$265,000.00                           | ---                    | ---          | No Bid         |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT       |                                        | ADD OR DEDUCT          | AMOUNT       |                |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$110,000.00 |                                        | ADD                    | \$118,000.00 |                |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$12,000.00  |                                        | DEDUCT                 | \$3,000.00   |                |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |                |              | 0%                                     | 0%                     |              |                |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                |              |                                        |                        |              |                |
|                                                                                                     |                                                |          |                |              | CONTRACT A<br>CONTRACT B<br>CONTRACT C | X<br>X<br>X            |              |                |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                |              | CONTRACTS A+B<br>CONTRACTS A+B+C       | No Deduct<br>No Deduct |              |                |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

Exhibit "A"

|                                    |                             |
|------------------------------------|-----------------------------|
| CITY OF OXFORD, OHIO               | ARCADIS                     |
| WWTIP IMPROVEMENTS                 | 4665 Cornell Road, Ste. 350 |
| CONTRACT A - GENERAL & MECHANICAL  | Cincinnati, OH 45241        |
| CONTRACT B - HEATING & VENTILATING |                             |
| CONTRACT C - ELECTRICAL            |                             |
| 2:00 PM Local Time                 | Shook Building Group        |
| Thursday, March 22, 2012           | 4977 Northcutt Place        |
|                                    | Dayton, OH 45414            |
|                                    | PAE & Associates            |
|                                    | 6933 Brookville Salem Pike  |
|                                    | Brookville, OH 45309        |

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR        | TOTAL          | MATERIAL                           | LABOR        | TOTAL          |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|--------------|----------------|------------------------------------|--------------|----------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | \$1,698,300.00 | \$596,700.00 | \$2,295,000.00 | \$1,897,000.00                     | \$400,000.00 | \$2,297,000.00 |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$159,600.00   | \$106,400.00 | \$266,000.00   | \$350,000.00                       | \$56,000.00  | \$406,000.00   |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$154,800.00   | \$103,200.00 | \$258,000.00   | \$150,000.00                       | \$57,000.00  | \$207,000.00   |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT       |                | ADD OR DEDUCT                      | AMOUNT       |                |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$120,000.00 |                | ADD                                | \$95,700.00  |                |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$10,000.00  |                | ADD                                | \$5,000.00   |                |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |                |              | 0%             | A+B<br>A+B+C<br>5.55% *<br>5.15% * |              |                |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                |              |                |                                    |              |                |
| CONTRACT A                                                                                          |                                                |          |                |              |                | X                                  |              |                |
| CONTRACT B                                                                                          |                                                |          |                |              |                | X                                  |              |                |
| CONTRACT C                                                                                          |                                                |          |                |              |                | X                                  |              |                |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                |              |                |                                    |              |                |
| CONTRACTS A+B                                                                                       |                                                |          |                |              | No Deduct      | \$2,553,000.00                     |              |                |
| CONTRACTS A+B+C                                                                                     |                                                |          |                |              | No Deduct      | \$2,760,000.00                     |              |                |

|                                                                                                                                                                                                   |                                                                                   |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--|--|--|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 | <b>ARCADIS</b><br>4665 Cornell Road, Ste. 350<br>Cincinnati, OH 45241             |  |  |  |
|                                                                                                                                                                                                   | Fryman-Kuck General Contractors Inc.<br>5150 Webster Street<br>Dayton, Ohio 45413 |  |  |  |

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL                               | LABOR        | TOTAL          | MATERIAL               | LABOR        | TOTAL          |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------------------------------|--------------|----------------|------------------------|--------------|----------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | \$1,606,000.00                         | \$715,000.00 | \$2,321,000.00 | \$2,077,000.00         | \$350,000.00 | \$2,427,000.00 |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | --                                     | --           | No Bid         | \$160,000.00           | \$110,000.00 | \$270,000.00   |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | --                                     | --           | No Bid         | --                     | --           | No Bid         |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT                          | AMOUNT       |                | ADD OR DEDUCT          | AMOUNT       |                |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        | ADD                                    | \$117,000.00 |                | ADD                    | \$110,000.00 |                |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        | DEDUCT                                 | \$6,000.00   |                | DEDUCT                 | \$12,000.00  |                |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          | 0%                                     |              |                | 0%                     |              |                |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                                        |              |                |                        |              |                |
|                                                                                                     |                                                |          | CONTRACT A<br>CONTRACT B<br>CONTRACT C |              |                | X<br>X<br>X            |              |                |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          | CONTRACTS A+B<br>CONTRACTS A+B+C       |              |                | No Deduct<br>No Deduct |              |                |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

|                                    |                                                                             |                                                               |
|------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------|
| CITY OF OXFORD, OHIO               | ARCADIS                                                                     |                                                               |
| WWTP IMPROVEMENTS                  | 4665 Cornell Road, Ste. 350                                                 |                                                               |
| CONTRACT A - GENERAL & MECHANICAL  | Cincinnati, OH 45241                                                        |                                                               |
| CONTRACT B - HEATING & VENTILATING | Danis Industrial Construction<br>3233 Newmark Drive<br>Miamisburg, OH 45342 | Building Crafts Inc.<br>2 Rosewood Drive<br>Wildier, KY 41076 |
| CONTRACT C - ELECTRICAL            |                                                                             |                                                               |
| 2:00 PM Local Time                 |                                                                             |                                                               |
| Thursday, March 22, 2012           |                                                                             |                                                               |

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR        | TOTAL                                  | MATERIAL               | LABOR                  | TOTAL          |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|--------------|----------------------------------------|------------------------|------------------------|----------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | \$1,460,200.00 | \$975,000.00 | \$2,435,200.00                         | \$1,809,955.00         | \$750,000.00           | \$2,559,955.00 |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$148,675.00   | \$110,000.00 | \$258,675.00                           | --                     | --                     | No Bid         |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$141,997.00   | \$10,000.00  | \$231,997.00                           | --                     | --                     | No Bid         |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT       |                                        | ADD OR DEDUCT          | AMOUNT                 |                |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$83,300.00  |                                        | ADD                    | \$133,500.00           |                |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$10,000.00  |                                        | DEDUCT                 | \$11,000.00            |                |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |                |              | 0%                                     | 0%                     |                        |                |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                |              |                                        |                        |                        |                |
|                                                                                                     |                                                |          |                |              | CONTRACT A<br>CONTRACT B<br>CONTRACT C | X<br>X<br>X            | X<br>X<br>X            |                |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                |              | CONTRACTS A+B<br>CONTRACTS A+B+C       | No Deduct<br>No Deduct | No Deduct<br>No Deduct |                |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual



|                                                                                                                                                                                                   |                                                                                     |  |  |                                                        |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--|--|--------------------------------------------------------|--|--|
| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 | <b>ARCADIS</b><br><b>4665 Cornell Road, Ste. 350</b><br><b>Cincinnati, OH 45241</b> |  |  |                                                        |  |  |
|                                                                                                                                                                                                   | Dugan & Meyers<br>11110 Kenwood Road<br>Cincinnati, OH 45242                        |  |  | Starco, Inc.**<br>1147 S. Broadway<br>Dayton, OH 45408 |  |  |

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL       | LABOR        | TOTAL                                  | MATERIAL               | LABOR                  | TOTAL        |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------|--------------|----------------------------------------|------------------------|------------------------|--------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | \$1,995,794.00 | \$855,340.00 | \$2,851,134.00                         | ---                    | ---                    | No Bid       |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$167,000.00   | \$111,332.00 | \$278,332.00                           | \$147,000.00           | \$103,400.00           | \$250,400.00 |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$105,896.00   | \$158,843.00 | \$264,739.00                           | ---                    | ---                    | No Bid       |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT  | AMOUNT       |                                        | ADD OR DEDUCT          | AMOUNT                 |              |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        | ADD            | \$119,000.00 |                                        |                        | No Bid                 |              |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        | DEDUCT         | \$118,000.00 |                                        |                        | No Bid                 |              |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |                |              | 0%                                     | 0%                     |                        |              |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                |              |                                        |                        |                        |              |
|                                                                                                     |                                                |          |                |              | CONTRACT A<br>CONTRACT B<br>CONTRACT C | X<br>X<br>X            |                        |              |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                |              | CONTRACTS A+B<br>CONTRACTS A+B+C       | No Deduct<br>No Deduct | No Deduct<br>No Deduct |              |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

|                                    |  |                                                                                     |  |  |  |
|------------------------------------|--|-------------------------------------------------------------------------------------|--|--|--|
| CITY OF OXFORD, OHIO               |  | <b>ARCADIS</b><br><b>4665 Cornell Road, Ste. 350</b><br><b>Cincinnati, OH 45241</b> |  |  |  |
| WWTIP IMPROVEMENTS                 |  | Langdon, Inc.<br>9865 Wayne Avenue<br>Cincinnati, OH 45215                          |  |  |  |
| CONTRACT A - GENERAL & MECHANICAL  |  | Lake Erie Electric, Inc.<br>360 Industrial Drive<br>Franklin, OH 45005              |  |  |  |
| CONTRACT B - HEATING & VENTILATING |  |                                                                                     |  |  |  |
| CONTRACT C - ELECTRICAL            |  |                                                                                     |  |  |  |
| 2:00 PM Local Time                 |  |                                                                                     |  |  |  |
| Thursday, March 22, 2012           |  |                                                                                     |  |  |  |

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL                               | LABOR        | TOTAL        | MATERIAL                            | LABOR       | TOTAL        |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|----------------------------------------|--------------|--------------|-------------------------------------|-------------|--------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | --                                     | --           | No Bid       | --                                  | --          | No Bid       |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | \$310,000.00                           | \$223,490.00 | \$533,490.00 | --                                  | --          | No Bid       |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | --                                     | --           | No Bid       | \$185,168.00                        | \$43,663.00 | \$228,831.00 |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT                          | AMOUNT       |              | ADD OR DEDUCT                       | AMOUNT      |              |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        |                                        | No Bid       |              |                                     | No Bid      |              |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        |                                        | No Bid       |              |                                     | No Bid      |              |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |                                        |              | 0%           | 0%                                  |             |              |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |                                        |              |              |                                     |             |              |
|                                                                                                     |                                                |          | CONTRACT A<br>CONTRACT B<br>CONTRACT C |              |              | X<br>X<br>X                         |             |              |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |                                        |              |              |                                     |             |              |
|                                                                                                     |                                                |          | CONTRACTS A+B<br>CONTRACTS A+B+C       |              |              | No Deduct<br>No Deduct<br>No Deduct |             |              |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

|                                                                                                                                                                                                    |  |                                                                                     |  |                                                                     |  |                                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|--|---------------------------------------------------------------------|--|-------------------------------------------------------------------------|--|
| CITY OF OXFORD, OHIO<br>WWTIP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL<br>2:00 PM Local Time<br>Thursday, March 22, 2012 |  | <b>ARCADIS</b><br><b>4665 Cornell Road, Ste. 350</b><br><b>Cincinnati, OH 45241</b> |  | Wagner Industrial Electric<br>3178 Encrete Lane<br>Dayton, OH 45439 |  | ICS Electrical Services<br>7024 Harrison Avenue<br>Cincinnati, OH 45247 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|--|---------------------------------------------------------------------|--|-------------------------------------------------------------------------|--|

| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | MATERIAL      | LABOR        | TOTAL                            | MATERIAL               | LABOR                  | TOTAL                  |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------|----------|---------------|--------------|----------------------------------|------------------------|------------------------|------------------------|
| CONTRACT A                                                                                          | General & Mechanical, Complete Lump Sum        | 1        | --            | --           | No Bid                           | --                     | --                     | No Bid                 |
| CONTRACT B                                                                                          | Heating & Ventilating, Complete Lump Sum       | 1        | --            | --           | No Bid                           | --                     | --                     | No Bid                 |
| CONTRACT C                                                                                          | Electrical, Complete Lump Sum                  | 1        | \$83,900.00   | \$185,000.00 | \$268,900.00                     | \$141,240.00           | \$163,900.00           | \$305,140.00           |
| CONTRACT                                                                                            | DESCRIPTION                                    | EST. QTY | ADD OR DEDUCT | AMOUNT       |                                  | ADD OR DEDUCT          | AMOUNT                 |                        |
| ALTERNATE 1                                                                                         | Contract A - Digester Tank Masonry Replacement | 1        |               | No Bid       |                                  |                        | No Bid                 |                        |
| ALTERNATE 2                                                                                         | Contract A - Draft Tube Mixer                  | 1        |               | No Bid       |                                  |                        | No Bid                 |                        |
| Percent (%) Reduction if Awarded Multiple Contracts:                                                |                                                |          |               |              | 0%                               | 0%                     |                        |                        |
| Contractor will NOT accept award for the following Contracts if multiple contracts are not awarded: |                                                |          |               |              |                                  |                        |                        |                        |
| CONTRACT A<br>CONTRACT B<br>CONTRACT C                                                              |                                                |          |               |              |                                  |                        |                        |                        |
| Adjusted Bid, If Contractor is awarded multiple contracts:                                          |                                                |          |               |              | CONTRACTS A+B<br>CONTRACTS A+B+C | No Deduct<br>No Deduct | No Deduct<br>No Deduct | No Deduct<br>No Deduct |

ENGINEER'S ESTIMATE:  
ENTIRE EST. COST: \$3,100,000

Notes:  
\* Mathematical error  
\*\* Contractor submitted bid without project manual

| CITY OF OXFORD, OHIO<br>WWTP IMPROVEMENTS<br>CONTRACT A - GENERAL & MECHANICAL<br>CONTRACT B - HEATING & VENTILATING<br>CONTRACT C - ELECTRICAL |                                                                      |          |             | ARCADIS<br>4665 Cornell Road, Ste. 350<br>Cincinnati, Ohio 45241 |                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------|-------------|------------------------------------------------------------------|------------------------------------------------------------------------|
| 2:00 PM Local Time<br>Thursday, March 22, 2012                                                                                                  |                                                                      |          |             | Reynolds Inc.<br>4520 N. State Road 37<br>Orleans, IN 47452      | Mechanical Construction Co.<br>2303 8th Street<br>Portsmouth, OH 45662 |
| ITEM NO.                                                                                                                                        | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO. | PRICE                                                            | PRICE                                                                  |
| C.                                                                                                                                              | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301       | \$450.00                                                         | \$480.00                                                               |
| C1.                                                                                                                                             | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301       | \$350.00                                                         | \$280.00                                                               |
| S1.                                                                                                                                             | Liquid Sludge Disposal                                               | 100 gal. | 01019       | \$10.00                                                          | \$9.15                                                                 |
| S2.                                                                                                                                             | Dewatered Sludge Disposal                                            | wet ton  | 01019       | \$150.00                                                         | \$138.00                                                               |
| EQUIPMENT OR MATERIAL                                                                                                                           |                                                                      |          | SECTION NO. | BASE BID MANUFACTURER                                            | BASE BID MANUFACTURER                                                  |
| Radial Beam Fixed Digester Covers                                                                                                               |                                                                      |          | 11232       | Ovivo                                                            | Ovivo                                                                  |
| Radial Beam Gas Holder Digester Covers                                                                                                          |                                                                      |          | 11236       | Ovivo                                                            | Ovivo                                                                  |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
**4665 Cornell Road, Ste. 350**  
**Cincinnati, Ohio 45241**

Shook Building Group  
 4977 Northcutt Place  
 Dayton, OH 45414

PAE & Associates  
 6933 Brookville Salem Pike  
 Brookville, OH 45309

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$450.00                     | \$400.00                     |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$300.00                     | \$350.00                     |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$9.50                       | \$16.00                      |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$142.00                     | \$135.00                     |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | Ovivo                        | Ovivo                        |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | Ovivo                        | Ovivo                        |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
**4665 Cornell Road, Ste. 350**  
**Cincinnati, Ohio 45241**

Fryman-Kuck General Contractors Inc.  
 5150 Webster Street  
 Dayton, Ohio 45413

Doll Layman Ltd.  
 4195 Gibson Drive  
 Tipp City, OH 45371

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$600.00                     | \$1,000.00                   |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$500.00                     | \$750.00                     |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$10.00                      | \$9.00                       |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$150.00                     | \$135.00                     |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | Ovivo                        | Ovivo                        |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | Ovivo                        | Ovivo                        |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
**4665 Cornell Road, Ste. 350**  
**Cincinnati, Ohio 45241**

Danis Industrial Construction  
 3233 Newmark Drive  
 Miamisburg, OH 45342

Building Crafts Inc.  
 2 Rosewood Drive  
 Wilder, KY 41076

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$750.00                     | \$400.00                     |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$500.00                     | \$200.00                     |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$10.00                      | \$0.17                       |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$148.50                     | \$207.00                     |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | Ovivo                        | Ovivo                        |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | Ovivo                        | Ovivo                        |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
 4665 Cornell Road, Ste. 350  
 Cincinnati, Ohio 45241

Dugan & Meyers  
 11110 Kenwood Road  
 Cincinnati, OH 45242

Starco, Inc.  
 1147 S. Broadway  
 Dayton, OH 45408

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | \$4,000.00                   | No Bid                       |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | \$1,820.00                   | No Bid                       |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | \$9.00                       | No Bid                       |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | \$135.00                     | No Bid                       |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | Ovivo                        | None                         |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | Ovivo                        | None                         |



CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
**4665 Cornell Road, Ste. 350**  
**Cincinnati, Ohio 45241**

Langdon, Inc.  
 9865 Wayne Avenue  
 Cincinnati, OH 45215

Lake Erie Electric, Inc.  
 360 Industrial Drive  
 Franklin, OH 45005

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | None                         | None                         |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | None                         | \$90.00                      |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | None                         | None                         |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | None                         | None                         |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | None                         | None                         |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | None                         | None                         |

CITY OF OXFORD, OHIO  
 WWTP IMPROVEMENTS  
 CONTRACT A - GENERAL & MECHANICAL  
 CONTRACT B - HEATING & VENTILATING  
 CONTRACT C - ELECTRICAL

2:00 PM Local Time  
 Thursday, March 22, 2012

**ARCADIS**  
**4665 Cornell Road, Ste. 350**  
**Cincinnati, Ohio 45241**

Wagner Industrial Electric  
 3178 Encrete Lane  
 Dayton, OH 45439

ICS Electrical Services  
 7024 Harrison Avenue  
 Cincinnati, OH 45247

| ITEM NO.                     | ADJUSTMENT ITEMS                                                     | UNIT     | SECTION NO.        | PRICE                        | PRICE                        |
|------------------------------|----------------------------------------------------------------------|----------|--------------------|------------------------------|------------------------------|
| C.                           | Class I Concrete, not including reinforcing steel (Wall or Formed)   | cu. yd.  | 03301              | No Bid                       | No Bid                       |
| C1.                          | Class I Concrete, not including reinforcing steel (Slab or Unformed) | cu. yd.  | 03301              | No Bid                       | No Bid                       |
| S1.                          | Liquid Sludge Disposal                                               | 100 gal. | 01019              | No Bid                       | No Bid                       |
| S2.                          | Dewatered Sludge Disposal                                            | wet ton  | 01019              | No Bid                       | No Bid                       |
| <b>EQUIPMENT OR MATERIAL</b> |                                                                      |          | <b>SECTION NO.</b> | <b>BASE BID MANUFACTURER</b> | <b>BASE BID MANUFACTURER</b> |
|                              | Radial Beam Fixed Digester Covers                                    |          | 11232              | None                         | None                         |
|                              | Radial Beam Gas Holder Digester Covers                               |          | 11236              | None                         | None                         |

# CITY OF OXFORD

## STAFF SUMMARY REPORT

**Report to the City Manager**

City Manager

**Originating Department**

**Council Meeting Of:** April 3, 2012

Mary Ann Eaton

**Account Code No. #:** N/A

**Prepared By**

**Budgeted Amount:** N/A

March 23, 2012

**Date Prepared**

**Agenda Title:** Resolution authorizing the City Manager to permit the Miami University Alumni Association to hold an Alumni Weekend 2012 'Fun at the Park' event to include the sale of beer and wine from 6:00 p.m. to 10:00 p.m. on Friday, June 15, 2012 in the Oxford Memorial Park.

**Recommendation:** N/A

**Discussion:**

This event has already been approved for Friday, June 15, 2012 from 6:00 p.m. until 10:00 p.m. in the Uptown Parks.

This is an additional request to allow the sale of alcoholic beverages from 6:00 p.m. to 10:00 p.m. in the Oxford Memorial Park.

City Council unanimously approved the request in 2011.

**Approved By:**

**Department Head:**

**City Attorney:**

**City Manager:**

**Initial Date**

                      
                      
                     3/30/12

## **RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PERMIT THE MIAMI UNIVERSITY ALUMNI ASSOCIATION TO HOLD AN ALUMNI WEEKEND 2012 'FUN AT THE PARK' EVENT TO INCLUDE THE SALE OF BEER AND WINE FROM 6:00 P.M. TO 10:00 P.M. ON FRIDAY, JUNE 15, 2012 IN THE OXFORD MEMORIAL PARK.

Be it resolved by the Council of the City of Oxford, Butler County, State of Ohio, that:

SECTION 1: The Miami University Alumni Association wishes to open Alumni Weekend 2012 with a 'Fun at the Park' event in the Uptown Parks which will be open to the public and will give everyone the opportunity to welcome Miamians and their families back to Oxford.

SECTION 2: The Miami University Alumni Association will obtain an F-2 State of Ohio Liquor Permit, which will allow the sale of beer and wine to those of legal age for on premises consumption only.

SECTION 3: The Miami University Alumni Association will be required to carry a liability insurance policy and an additional liquor liability policy.

SECTION 4: The Miami University Alumni Association will rope off the Oxford Memorial Park area and each attendee wishing to enter the roped off area will be required to be at least 21 years of age and be required to wear a wrist band.

SECTION 5: The City Manager is hereby authorized to take all steps necessary to permit the Miami University Alumni Association to hold a 'Fun at the Park' event in the Uptown Parks to include the sale of beer and wine on Friday, June 15, 2012 from 6:00 p.m. to 10:00 p.m. in the Oxford Memorial Park.

SECTION 6: This Resolution shall take effect at the earliest date allowed by law.

\_\_\_\_\_  
MAYOR

ADOPTED:

ATTEST:

\_\_\_\_\_  
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)



# APPROVED

- Does need  
Alcohol approved  
by Council/Rev. 6/11



REQUEST FOR PUBLIC PARK PERMIT



REQUEST FOR PUBLIC RIGHT-OF-WAY PERMIT

Date(s) of Event: 6/15/12 through 6/15/12 From: 3:30 a.m./p.m. To: 2:00 a.m./p.m.

Today's Date: 8/16/11

☐ Emergency Utility Repair (check box, if applicable)

--- Applicant shall allow a minimum of 3 business days for processing ---

Responsible Adult:  
(18 years of age or older)\*

Address:

Telephone:

Cellular:

Fax:

Email:

Michelle Martin  
Miami University  
Murstein Alumni Center  
513-529-1264  
n/a  
513-529-1466  
martin63@muohio.edu

Organization:

Advisor:

Address:

Telephone:

Cellular:

Fax:

Email:

Non-Profit:

Miami University  
Murstein Alumni Center  
725 E. Chestnut St.  
Oxford, OH 45056  
513-529-1264  
n/a  
513-529-1466  
martin63@muohio.edu  
☒ Yes ☐ No

\* Person in charge - Primary contact

### PARK REQUESTED

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)
- ☐ Leonard Howell Park (Bonham Road)
- ☐ Oxford Community Park (Fairfield Road) - Contact 523-6314 to confirm date(s)
- ☒ Memorial Park (E. Park Place & N. Main Street - has pavilion)
- ☒ Martin Luther King Jr. Park (W. Park Place & N. Main Street - animal sculptures & fountain)
- ☐ Other: \_\_\_\_\_

RECEIVED

AUG 17 2011

City of Oxford

**TITLE OF EVENT** (be specific and include projected attendance)

Alumni Weekend 2012 Fun at the Park

Projected Attendance: \_\_\_\_\_ Has this event been held previously? ☐ Yes ☐ No If "YES", when? \_\_\_\_\_

### DESCRIPTION OF EVENT

Place a description of the event, along with additional requests, on the appropriate attachment. If request is only for use of a right-of-way, use the attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: Michelle Martin Date: 8/16/11

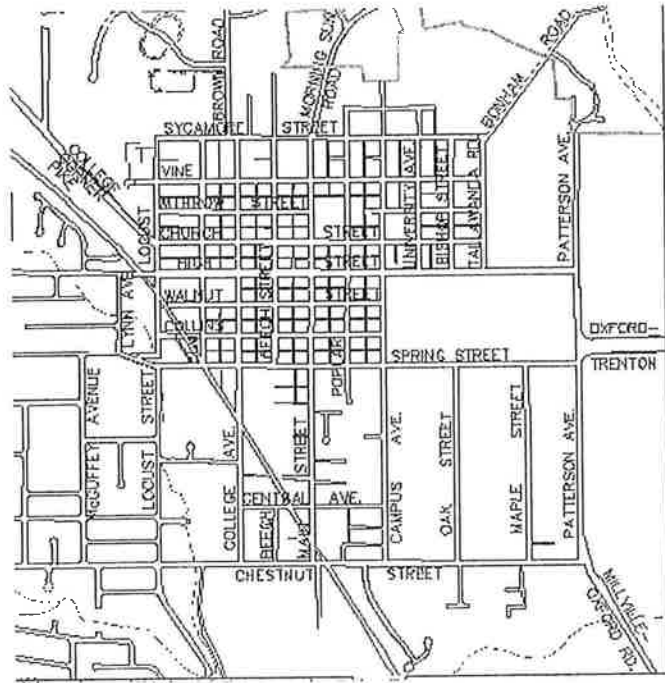
I have read and understand the rules, guidelines and conditions. Furthermore, I understand that acceptance of them is a condition of approval; and, if approval is granted, it is only for the event specified above. I also understand that the request will be reviewed by various City of Oxford officials and additional conditions may be required before final approval is granted. If additional conditions are required, I agree to meet with the appropriate officials and/or the Oxford Community Event Coordinating Committee.

### M.U. Use Only

The organization listed above is a registered student organization in good standing with Miami University.

Signature: \_\_\_\_\_ Date: 8/16/11

**Note**  
If your event is outside the boundaries of this map, either attach a separate map or contact the City for assistance.



## CITY OF OXFORD / RIGHT-OF-WAY REQUEST DETAILS

**Instructions for Applicant:** Please clearly denote the parade route, streets and/or sidewalk areas being requested. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

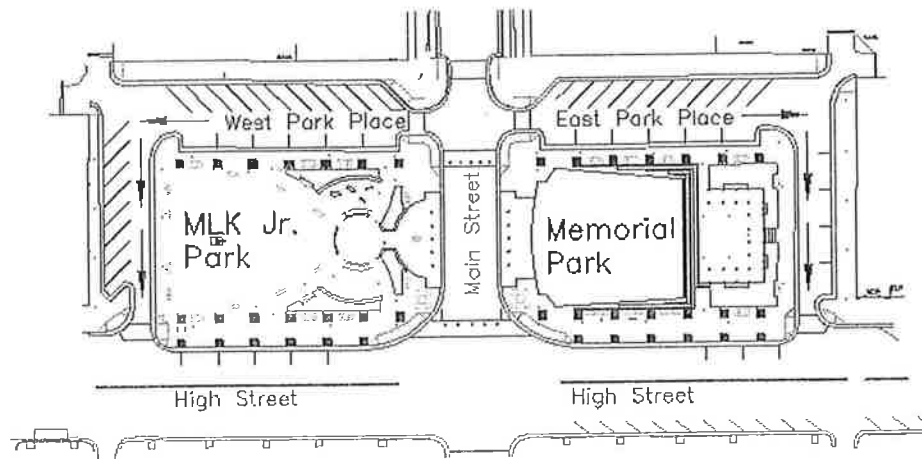
We would like to request Main Street  
from Park Place to High Street, Park Place  
West, Park Place East

**Additional Requests:**  
(Include details in narrative)

- ☒ No Parking Signs
- ☒ Detour(s)
- ☐ Police Assistance

### Time Details

|           | Start    | End      |
|-----------|----------|----------|
| Setup     | 3:30 PM  | 6:00 PM  |
| Event     | 6:00 PM  | 10:00 PM |
| Breakdown | 10:00 PM | 12:00 AM |



### OXFORD MEMORIAL PARK & MARTIN LUTHER KING JR. PARK

**Instructions for Applicant:** Please clearly denote (1) the sections of the parks that you are requesting, (2) parking spots needed and (3) proposed street closures. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

We would like to request both parks →  
food, music & activities for all ages

Additional Requests:  
(Include details in narrative)

- ☒ Pavilion
- ☒ Extra trash cans
- ☐ PA \ CD System \*\*
- ☒ Stage lighting
- ☐ Special power requirements (explain in narrative)\*\*
- ☐ Street Closure \*\*
- ☐ Other: \_\_\_\_\_

#### Time Details

|           | Start    | End      |
|-----------|----------|----------|
| Setup     | 3:30 PM  | 6:00 PM  |
| Event     | 6:00 PM  | 10:00 PM |
| Breakdown | 10:00 PM | 12:00 AM |

\*\* Contact the Streets & Maintenance Division 3 days prior to the event at  
513-523-8412

NOTE: Street closures will be at the discretion of the Oxford Police Department



## Stipulations and Fees

**Note:** FULL PAYMENT REQUIRED BEFORE THE EVENT

### RIGHT-OF-WAY

Applicants should allow a minimum of **three (3) business days** for the request to be processed from the time it is submitted to city officials. *(Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests shall be submitted no less than fourteen (14) days in advance of the event.)*

1. Applicant shall manage all work zones in the Right-of-Way in compliance with the Ohio Manual of Uniform Traffic Control. *(Note: Applicant is responsible for damages in the right of way or adjacent property.)*
2. Large events (estimated at over 500 people, including all concerts and performances, will require a pre-meeting with the Police (524-5247) and Service Department (524-5206) prior to approval. *Note: Requests **WILL NOT** be approved prior to the pre-meeting.*
3. The period of use may not exceed two (2) days without City Council approval.
4. At least one legally responsible adult must sign the request.
5. The usage may not discriminate for or against a given class of people.
6. All ordinances that regulate noise **shall** be observed.
7. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within the public right-of-way.
8. The requestor is responsible for cleanup. Failure to cleanup may result in subsequent requests being denied or a deposit being required. In addition, a cleaning charge may be assessed.
9. Safety staffing levels will be determined by the Oxford Police Division and the requestor may be required to hire police officers.
10. All special conditions specified by department heads must be complied with. Fees may be assessed for special services – see below.
11. Miami University approval is required for student events.
12. NO markings may be made on streets or sidewalks within the public right-of-way.
13. Inflatable game requirements: 18 YOA professional operator and **copy of company's insurance policy**.
14. If food is to be distributed to the public, **written approval** from the BCHD is required.

### USE OF PARKS (ALL THOSE ABOVE, PLUS)

1. No motor vehicles may be parked within the area of the park or on any sidewalk.
2. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
3. No signs are permitted.
4. The requestor is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
5. No structure shall be defaced and no structure shall be erected within four (4) feet of the base of a tree or shrub.
6. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within the public right-of-way.

#### FEE INFORMATION

No Parking Signs \$ .35 ea  
Metered Parking Spots \$10.00/ea  
Trash Boxes \$ 5.00/ea

#### Personnel

Police Officer(s) Contact OPD  
Sound System \$25.00  
Street Dept. Personnel \$25.00/hr  
Electrician \$100.00  
Park & Rec Personnel Contact OPRD

#### Road Closures (fee includes labor)

Main Street \$135.00  
US 27 Detour \$135.00

#### Sports Fields/Gazebo

Contact OPRD – 513-523-6314

#### APPLICANT'S ASSURANCE

I have reviewed the estimated cost for the event and agree to compensate the City for services rendered as part of this contract. If the event runs past the stated end time, I understand that additional charges will accrue and agree to compensate the City accordingly.

*Michelle Martin*  
Applicant's Signature

Date: 8/16/11

#### CITY USE ONLY

|   | Service          | Hours     | Rate    | Estimate | Final |
|---|------------------|-----------|---------|----------|-------|
| 1 | Detour           | 1         | \$135   | \$135    | \$    |
| 2 | Street Div. per. | 8         | \$25    | \$200    | \$    |
| 3 | Trash Boxes      | 20        | \$5     | \$100    | \$    |
| 4 | No parking Signs | 48 spaces | \$10.00 | \$480    | \$    |
| 5 |                  |           | \$      | \$       | \$    |
|   |                  |           | Total   | \$915.00 | \$    |



|                                       | Applicant's Initials | Review Date |
|---------------------------------------|----------------------|-------------|
| Police Department                     |                      |             |
| 1                                     |                      |             |
| 2                                     |                      |             |
| 3                                     |                      |             |
| 4                                     |                      |             |
| Fire Department                       |                      |             |
| 1                                     |                      |             |
| 2                                     |                      |             |
| 3                                     |                      |             |
| 4                                     |                      |             |
| Service Department                    |                      |             |
| 1                                     |                      |             |
| 2                                     |                      |             |
| 3                                     |                      |             |
| 4                                     |                      |             |
| Recreation Department (if applicable) |                      |             |
| 1                                     |                      |             |
| 2                                     |                      |             |
| 3                                     |                      |             |
| 4                                     |                      |             |
| City Manager                          |                      |             |
| 1                                     |                      |             |
| 2                                     |                      |             |
| 3                                     |                      |             |
| 4                                     |                      |             |

Pre-Meeting (if applicable): Reviewed with \_\_\_\_\_ on \_\_\_\_\_.

Reviewer(s): \_\_\_\_\_

APPROVAL SECTION (with conditions)

Police Chief: ☒ Approved

☐ Not Approved

Fire Chief: ☒ Approved

☐ Not Approved

Service Director: ☒ Approved

☐ Not Approved

Recreation Director: ☐ Approved

☐ Not Approved

City Manager: ☒ Approved

☐ Not Approved

\_\_\_\_\_  
City Manager's Signature

Date: 5/19/11

Reason(s) event not approved:

|  |
|--|
|  |
|--|



# INVOICE

101 East High Street  
Oxford, OH 45056-1887  
Phone: 513-524-5200 Fax: 513-523-7298

INVOICE #12-0004  
22-Aug-11

TO:  
Miami University Murstein Alumni Center  
725 E. Chestnut Street  
Oxford, Ohio 45056

FOR: Request for Public Park Permit  
Alumni Weekend 2012  
Event June 15th, 2012

| DESCRIPTION                                                        | HOURS/QTY | RATE<br>HOURS/EACH | AMOUNT          |
|--------------------------------------------------------------------|-----------|--------------------|-----------------|
| <b>Trash Cans</b><br>*When Required<br>// For Additional Cans      | 20        | \$5.00             | \$100.00        |
| <b>PERSONNEL</b><br>Police Officer(s) - billed sepraty through OPD |           |                    | \$0.00          |
| Parking - contact OPD                                              | 48        | \$10.00            | \$480.00        |
| No Parking Signs                                                   |           | \$0.35             | \$0.00          |
| Street Department Personnel                                        | 8         | \$25.00            | \$200.00        |
| Electrician                                                        |           | \$100.00           | \$0.00          |
| Personnel                                                          |           | \$25.00            | \$0.00          |
| <b>ROAD CLOSURES</b><br>Main Street **                             | 1         | \$135.00           | \$135.00        |
| US 27 Detour ** <i>** includes labor</i>                           |           | \$135.00           | \$0.00          |
| <b>SPORTS FIELDS/GAZEBO</b><br>Contact OPRD - 523-6314             |           |                    | \$0.00          |
| <b>MISCELLANEOUS CHARGES</b>                                       |           |                    |                 |
|                                                                    |           | \$100              | \$0.00          |
| <b>TOTAL</b>                                                       |           |                    | <b>\$915.00</b> |

Please Pay before your event or asap.

Please make all checks payable to: **CITY OF OXFORD**

Return a copy of this invoice to ensure credit to the corresponding invoice.

**Thank you for your business!**

101 East High Street • Oxford, Ohio 45056-1887  
Phone: (513) 524-5200 • Fax: (513) 523-7298 • [www.cityofoxford.org](http://www.cityofoxford.org)

# CITY OF OXFORD

## STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: April 3, 2012

Account Code #: 332.831.51101 & 332.831.51102

Budgeted Amount: \$ 3,121,500.

Service Department  
**Originating Department**

Michael Dreisbach  
**Prepared By**

March 27, 2012  
**Date Prepared**

**Agenda Title: Contract for Construction Engineering Services from Arcadis U.S., Inc.**

**Recommendation: Approval**

**Discussion:** The 2012 Wastewater Capital Improvement Budget includes \$3,121,500 for improvements at the City's wastewater treatment plant (WWTP). Staff has recommended the award of three contracts for WWTP improvements to Reynolds, Inc. and Lake Erie Electric, Inc.

The City will require the assistance of professional engineers to assist staff in the management of this multi-million dollar improvement at the WWTP. The City has already contracted with Arcadis U.S., Inc. (Arcadis) for the provision of engineering services. Arcadis is very familiar with our WWTP and was the firm that assisted the City in drafting the project's drawings and specifications.

Duties of the engineering firm will include assistance in administering the construction contracts with Reynolds, Inc. and Lake Erie Electric, Inc., review of shop drawings, establishment of horizontal and vertical control points, coordination of material testing laboratories, documentation at pre-construction and progress meetings, and the inspection of work as to intent of the design and specifications.

Additionally, Arcadis would provide a Resident Project Representative (RPR) that would be responsible to review schedules of the contractors, serve as liaison between the City and contractors, observe and document work performed by contractors, evaluate and make recommendations should conflicts arise between drawings and field conditions, and assist in the preparation of record drawings.

The City followed this procedure during the last major construction project at the WWTP with the installation of a new disc aeration system. The project went very smoothly and change orders were kept to a minimum with good plans and specifications upfront, and constant evaluation and documentation through project completion.

The proposal for these services is attached to this report. Staff finds the fees to be reasonable and recommends the City Council authorize the City Manager to enter into an Agreement with Arcadis U.S., Inc. for professional engineering services as described herein for an amount not to exceed \$325,000.

**Approved By:**

Department Head:

Initial Date  
MBD \ 3/27/12

City Manager:

DCE \ 3/30/12

## **RESOLUTION NO.**

A RESOLUTION BY THE OXFORD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED \$325,000.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION I: The 2012 Wastewater Capital Improvement Budget includes \$3,121,500 for improvements at the City's Wastewater Treatment Plant. Staff has recommended the award of three contracts for the Wastewater Treatment Plant improvements to Reynolds, Inc. and Lake Erie Electric, Inc. The City will require the assistance of professional engineers to assist staff in the management of this multi-million dollar improvement to the Wastewater Treatment Plant.

SECTION II: The City has an existing professional services contract with Arcadis U.S., Inc. for engineering services.

SECTION III: Duties of the engineering firm will include assistance in administering the construction contracts with Reynolds, Inc. and Lake Erie Electric, Inc., review of shop drawings, establishment of horizontal and vertical control points, coordination of material testing laboratories, documentation at pre-construction and progress meetings, and the inspection of work as to intent of the design and specifications. Additionally, Arcadis U.S., Inc. would provide a Resident Project Representative that would be responsible for reviewing schedules of the contractors, serve as liaison between the City and the contractors, observe and document work performed by contractors, evaluate and make recommendations should conflict arise between drawings and field conditions, and assist in the preparation of record drawings.

SECTION IV: Arcadis U.S., Inc. has proposed a fee of \$325,000 to assist staff with the items set forth in Section III of this Resolution.

SECTION V: The City Manager and Service Director recommend City Council authorize the City Manager to enter into an agreement with Arcadis U.S., Inc. for Construction Engineering Services for improvements to the Wastewater Treatment Plant at a cost not to exceed \$325,000.

SECTION VI: Council accepts the recommendation of the City Manager and the Service Director and authorizes the City Manager to enter into a contract with Arcadis U.S., Inc. for Construction Engineering Services for improvements to the Wastewater Treatment Plant at a cost not to exceed \$325,000.

SECTION VII: This Resolution shall take effect at the earliest date allowed by law.

---

MAYOR

ADOPTED:

ATTEST:

---

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)



Mr. Michael Dreisbach  
Director of Service  
Municipal Building  
101 East High Street  
Oxford, Ohio 45056

ARCADIS U.S., Inc.  
4665 Cornell Road  
Suite 350  
Cincinnati  
Ohio 45241  
Tel 513 860 8700  
Fax 513 860 8701  
[www.arcadis-us.com](http://www.arcadis-us.com)

Subject:

**Wastewater Treatment Plant Digester and RAS Pumping Improvements  
Proposal for Construction Phase Engineering Services and RPR Services**

WATER RESOURCES

Dear Mr. Dreisbach:

ARCADIS appreciates the opportunity to submit this proposal, which presents a scope of services, schedule, and fee estimate to provide the City of Oxford with construction phase engineering services and Resident Project Representative (RPR) services during construction of the Wastewater Treatment Plant (WWTP) Digester and RAS Pumping Improvements (the Project). These services would be provided in accordance with the June 5, 1997 *Agreement for Engineering Services* (Agreement) between the City and ARCADIS.

**Background**

The Project has three primary construction elements:

- Sludge Disposal Building Improvements – This will include replacement of the anaerobic digester appurtenances (the sludge heater, digester covers, mixing system, recirculation pumps, gas safety equipment, piping, valves, and ventilation system);
- Recirculation Pump Station Improvements – These improvements will provide the additional capacity to enable the WWTP to handle increased influent flows without violating the City's NPDES permit; and
- Chemical Building Improvements – This will include a re-design of the non-potable water system to enable treated effluent water to be used in the sludge thickening and dewatering processes instead of potable water.

Date:

March 28, 2012

Contact:

Al Aspacher

Phone:

513.860.8700

Email:

[allen.aspacher@arcadis-us.com](mailto:allen.aspacher@arcadis-us.com)

Our ref:

66021527.0003

Imagine the result

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## **Scope of Services**

This section presents what ARCADIS believes is the minimum scope of construction phase engineering services and RPR services needed during the Project. The Engineering Fee Estimate presented in this proposal shall be adjusted if the level of effort expended in providing one of the services listed below is greater than anticipated through no fault of ARCADIS or if services other than those listed below are requested by the City.

### **Construction Phase Engineering Services**

ARCADIS proposes to provide the following engineering services during construction in accordance with Subsection 2.5 ("Construction Phase") of the Agreement:

- Administer the construction Contract as the City's representative;
- Review shop drawings;
- Establish horizontal and vertical control points, if necessary, to enable the Contractor to locate the Work;
- Assist the City in selecting an independent material testing laboratory;
- Review all laboratory reports and advise the City if special inspections or tests are deemed necessary;
- Attend the preconstruction meeting and up to 10 progress meetings at the site and prepare and distribute a brief report of each meeting;
- Make initial decisions relating to the acceptability of Contractor's work and recommend disapproval or rejection of Contractor's work if it is deemed that the work will not achieve the design intent;
- Address Contractor requests for information and issue clarifications and interpretations of the construction Contract, including Field Orders, Work Change Directives, and Change Orders;
- Prepare requests for Contractor proposals, and review proposals submitted pursuant to the requests;
- Review Contractor applications for payment;

- Conduct a Substantial Completion inspection and provide Substantial Completion certification to the City and the Contractor;
- Receive, review, and transmit all documents required to be submitted by the Contractor prior to Final Payment (including Contractor's "as-built" drawings); and
- Review the Contractor's final pay request and make a recommendation for Final Payment; and

At or near completion of the construction phase, ARCADIS would be pleased to submit a proposal to provide Post-Construction Phase Services in accordance with Subsection 2.6 ("Post-Construction Phase") of the Agreement or Additional Services in accordance with Subsection 3.1 ("Additional Services Requiring Authorization in Advance") of the Agreement if these services are desired by the City.

#### **Resident Project Representative Services**

ARCADIS will provide RPR services during the construction phase in accordance with the requirements of Subsection 3.3 ("[RPR] Services during Construction") of the Agreement. The RPR will act as ARCADIS' agent during construction, and will be supervised by our senior engineers and the Project Manager. The duties, responsibilities, and authorities of the RPR are described below. These duties, responsibilities, and authorities are limited to those specified in Exhibit A, Part C of the Agreement. The RPR will provide the following services:

- Review the preliminary schedules submitted by the Contractor;
- Attend the pre-construction meeting and up to 10 progress meetings;
- Serve as liaison between the City and the Contractor, and between ARCADIS and the Contractor;
- Observe work in progress and report to ARCADIS' Project Manager;
- Report to the Project Manager when Contract interpretations or clarifications are needed;
- Evaluate and make recommendations to the engineers and Project Manager regarding the acceptability of Contractor suggestions for modifications to the construction drawings or technical specifications;



- Maintain project files at the construction site, assist the Project Manager in preparing Field Orders and Change Orders, prepare requests for Contractor proposals, and review the proposals submitted pursuant to the requests;
- Review Contractor applications for payment;
- Participate in a Substantial Completion inspection and prepare a punch-list of items requiring completion or correction; and

### Schedule

The construction phase begins the day of the pre-construction meeting and ends when the City agrees to make Final Payment to the Contractor. ARCADIS will work with the City and the Contractor(s) to enable the construction phase of the Project to be completed as quickly as possible.

As described in the bidding documents, and in accordance with Section 5 of the Agreement, the anticipated duration of the bidding and construction phases is 18 months, broken down as follows:

| Phase                                                                 |                                                  | Duration<br>(Months) |
|-----------------------------------------------------------------------|--------------------------------------------------|----------------------|
| Construction – Preconstruction Meeting through Substantial Completion |                                                  | 14                   |
| Months 01 through 04                                                  | Shop Drawing Submittal/Review; Mobilization      |                      |
| Months 05 through 11                                                  | Fabricate/Deliver Digester Covers; Site Work     |                      |
| Months 12 through 13                                                  | Erect Digester Covers and Appurtenances          |                      |
| Month 14                                                              | Paint Digester Covers                            |                      |
| Construction – Substantial Completion to Final Payment                |                                                  | 2                    |
| Months 15 through 16                                                  | Address Substantial Completion "Punchlist" Items |                      |
| Total                                                                 |                                                  | 16                   |

RPR services to be provided during construction according to the following schedule:

- Through Substantial Completion –
  - Months 1 through 6 (total 24 weeks) – 20 hours per week
  - Months 7 through 14 (total 32 weeks) – 40 hours per week
- Substantial Completion to Final Payment –
  - Months 15 through 16 (total 8 weeks) – 20 hours per week



Mr. Michael Dreisbach  
March 28, 2012

The Engineering Fee Estimate presented in this proposal shall be adjusted if the actual duration of the construction phase is longer than 16 months through no fault of ARCADIS or if during the construction phase the RPR is required to be on-site for more hours than shown above.

### Engineering Fee Estimate

In accordance with Section 6 of the Agreement, ARCADIS proposes to implement the "Scope of Services" presented in this proposal for a cost-reimbursement multiplier fee of \$325,000, broken down as follows:

| Service                         | Fee Estimate     |
|---------------------------------|------------------|
| Construction Phase Engineering  | \$160,000        |
| Resident Project Representation | <u>\$165,000</u> |
| Total                           | \$325,000        |

Services will be invoiced only to the extent that time is charged to the project, and this fee will not be exceeded unless there is a mutually agreed-upon revision to the scope of the project.

This fee estimate is based on the following assumptions:

- The duration of construction (i.e., the period of time between the preconstruction meeting and the date the City decides to make Final Payment to the Contractor) will not exceed 16 months;
- A total of 166 shop drawings and O&M Manuals will be reviewed, including re-submittals of rejected shop drawings;
- No submittals for Substitute or "Or-Equal" items will be reviewed (review of submittals for these items will be considered an additional service, for which the City may require the Contractor to reimburse ARCADIS);
- The RPR will expend no more than 1,600 labor hours during the construction phase; and
- ARCADIS will not be required to provide Post-Construction Phase engineering services such as development of Record Drawings, preparation of Operation and Maintenance Manuals, programming, or equipment startup assistance (these services, if they are desired by the City, would be provided under the terms of a separate proposal).

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Mr. Michael Dreisbach  
March 28, 2012

### Authorization

If the Scope of Services and Engineering Fee Estimate presented in this proposal are acceptable, please authorize ARCADIS to proceed by executing the attached Authorization to Proceed page and returning a copy to the undersigned.

### Closing

It is a pleasure to work with the City of Oxford. Please contact us if you have questions or need additional information about this proposal.

Sincerely,

ARCADIS U.S., Inc.

Allen J. Aspacher, PE  
Vice President

# CITY OF OXFORD

## STAFF SUMMARY REPORT

**Report to the City Manager**

Service Department  
**Originating Department**

**Council Meeting Of:** April 3, 2012

Michael Dreisbach  
**Prepared By**

**Account Code No. #:** N/A

**Budgeted Amount:** N/A

March 27, 2012  
**Date Prepared**

**Agenda Title:** An Ordinance Repealing Oxford Codified Ordinance Chapter 135, Environmental Commission, And Adopting New Chapter 135, Environmental Commission.

**Recommendation:** Approve.

**Discussion:**

The Environmental Commission has requested City Council to consider changing the current quorum from five (5) members to four (4) members. City regulations related to the Environmental Commission have been codified in the Oxford Code of Ordinances under Chapter 135.

For your consideration, attached is a proposed Ordinance to amend Chapter 135 to modify the quorum requirement to a simple majority of members. Additionally, the amended ordinance allows the Planning Commission representative to be a voting member of the Environmental Commission instead of an ex-officio member.

**Approved By:**

**Department Head:**  
**City Manager:**

**Initial Date**

[Signature] / 3/28/12  
[Signature] / 3/30/12

## ORDINANCE NO.

ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE CHAPTER 135, ENVIRONMENTAL COMMISSION, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE CHAPTER 135, ENVIRONMENTAL COMMISSION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, THAT:

SECTION I: Council hereby finds that the City of Oxford Environmental Commission held a public meeting on February 29, 2012 and recommended that Council amend Oxford Codified Ordinance Chapter 135, Environmental Commission, to change the current quorum requirement from five (5) voting members to four (4) members. Staff recommends an additional amendment to change the Planning Commission member from an Ex-Officio member to a voting member.

SECTION II: Council hereby repeals Chapter 135 of the Oxford Code of Ordinances and adopts new Chapter 135 as follows (deletions are struck out and new language is in bold) as follows:

### **135.01 CREATION AND PURPOSE**

- (a) There is hereby created an Environmental Commission composed of seven Oxford residents appointed as set forth in this chapter.
- (b) The purposes of the Environmental Commission shall be:
  - (1) To promote and foster an awareness of environmental issues in the community.
  - (2) To investigate, promote and insure the consideration of environmental quality in the development of City policies, goals and programs.
  - (3) To promote the protection and enhancement of environmental quality through community programs.
  - (4) To promote the dissemination of environmental information to the community.
  - (5) To advise, report and recommend to Council concerning any and all matters referred by Council for such advice, report and recommendation.
- (c) The Commission shall also address the following four environmental issues:
  - (1) Tree management including the following topics:
    - A. Maintenance of trees.
    - B. Removal of hazardous trees.
  - (2) Solid waste management including the following topics:
    - A. Refuse collection program.
    - B. Recycling program.
    - C. Yard waste disposal program.
    - D. Litter control program.
    - E. Water and wastewater treatment by-product disposal.
    - F. Household hazardous waste disposal.
  - (3) Water resource management including the following topics:
    - A. Protection and conservation of the City's water supply.

- B. Wellhead protection program.
  - C. Stormwater control program.
  - D. Wastewater treatment and disposal.
- (4) Open space management including the following topics:
- A. Green belt program.
  - B. Wooded area reserves.
  - C. Park areas.
  - D. City beautification programs.
- (d) The Commission shall also:
- (1) Review the City's comprehensive plan and recommend to the Planning Commission standards for protection of the environmental quality of the City.
  - (2) Develop a tree management program which should include the establishment of performance objectives, definition of service to be delivered, funding mechanism to support the program, and administrative policy and procedure for implementing the program.

### **135.02 DUTIES.**

In order to achieve its purposes, the Environmental Commission shall:

- (a) Receive citizens' inquiries on environmental concerns, issues and problems and make recommendations to Council on resolution of those issues and concerns.
- (b) Investigate, develop and recommend for Council's consideration policies, legislation and programs which protect, enhance or maintain the environmental quality of the community.
- (c) Develop and recommend for Council's consideration revenue sources for funding the implementation of programs which protect, enhance or maintain the environmental quality of the community.
- (d) Conduct meetings for the discussion and resolution of issues and concerns which may impact the environmental quality of the community.
- (e) Develop and recommend to Council environmental standards for evaluating the impact of future growth and development of the City.

### **135.03 COMPOSITION AND TERM OF OFFICE.**

- (a) The Environmental Commission shall be composed of seven members appointed by Council from among **City of Oxford** residents. All members shall have, to the greatest extent practical, interest and proficiency in environmental issues. One member shall be a City Council member **and one member shall be a Planning Commission member. Two** ~~Three~~ members shall be **City of Oxford** residents. Three members shall have educational and/or professional experience in the environmental field.
- (b) The City Manager shall serve as an ex-officio member of the Commission.
- (c) The Planning Commission member **shall be** appointed by the Planning Commission. ~~shall serve as an ex-officio member of the Commission.~~ **and confirmed by Council.**
- (d) Members of the Commission shall be appointed by a majority of Council.

- (e) Appointment for Commission members first taking office shall be as follows:
- (1) Council **and Planning Commission** members until November 30 of the current year.
  - (2) Two members for two years.
  - (3) Two members for three years.
  - (4) **One** member for four years.

After the initial appointments, all Commission members except for the Council member **and the Planning Commission member** shall serve for a period of four years and without compensation. No member shall serve more than eight consecutive years. The Council member **and the Planning Commission member** shall be appointed for a one year term beginning December 1, and ending November 30, the following year.

(f) The City Manager shall appoint an administrative staff person as administrative liaison to the Environmental Commission. The function of the staff member is to support and assist the Commission to the extent resources allow.

#### **135.04 EXPENDITURES.**

(a) The resources of the City as to staff assistance, materials and supplies shall be available to the Commission subject to availability.

(b) Funds may only be expended by the Commission with prior approval and authority from Council.

#### **135.05 MEETINGS.**

(a) The Environmental Commission shall meet at least once per month. The Commission may hold such additional meetings as required to conduct its business or as requested by Council. Special meetings may be called by the chairperson or by any two members of the Commission.

(b) The Commission shall designate the time and place of the meetings and shall notify the Clerk of Council **and the City Manager** ~~and ex-officio Planning Commission member~~ at least twenty-four hours in advance.

(c) **Four** ~~Five voting~~ members shall constitute a quorum for the transaction of business.

(d) All meetings of the Environmental Commission other than authorized executive sessions shall be open to public attendance. The Commission will fully comply with both the letter and spirit of Ohio R.C. 121.22.

#### **135.06 RULES AND PROCEDURES.**

(a) Notwithstanding the requirements established in this chapter, the Commission may establish its own rules and procedures subject to the majority approval of Council.

(b) The members of the Commission shall elect from the Commission a chairperson, vice-chair and secretary. The chairperson shall preside at meetings of the Commission and perform other duties commonly prescribed to such office. The vice-chair shall perform the same duties as the chairperson in the chairperson's absence. The secretary shall prepare the minutes of each meeting and oversee the development of written reports and documents of the Commission.

(c) Any action, report or other issue referred to Council by the Commission shall be by majority vote of the Commission. Nothing herein prohibits a minority opinion being developed and forwarded along with the majority's action or report.

(d) Upon a majority vote of the commission to refer to Council any action, report or other issue, the Council person who is a member of the Commission shall move to add the action, report or other issue to the Council agenda at the next regular meeting of Council.

(e) Any time the Commission proposes an environmental service program, the Commission shall include in the proposed program a definition of the service to be delivered, funding mechanism to support the program and recommended administrative policies and procedures for implementing the program.

SECTION III: This Ordinance shall take effect at the earliest time allowed by law.

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MAYOR

ADOPTED: \_\_\_\_\_

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)



Oxford City Counsel  
Mary Ann Eaton  
City Council Clerk  
101 E. High Street  
Oxford, Ohio 45056

March 19, 2012

Please accept this request to City Counsel for release of a portion of the water service area on Brown Road, Oxford Township, refer to attached aerial map for location, the Roudebush Property, parcel number H3610022000001.

The proposed use of this property is for the eventual construction limited to five (5) single family homes on this 24.4 acre parcel of land.

Our conversations with City Engineer, Victor Popescu, when inquiring about city water service at a premium, informed us that city water was not available without coupling it with city sewer services. We were then advised that the sewer would have to be run the full 1,000 feet plus of the frontage on Brown Road. The problem this presents is that on the northern most property boundary the fall of the land of approximately 30 feet would necessitate a lift station with an estimated cost of \$55,000 to \$75,000. This cost would prohibit the low density development being proposed.

In further investigation with Southwest Regional Water District they could supply water to this property from their 3" water line on Brown Road 350 feet from property boundary with official release of the area from the City of Oxford.

Christopher Owens with Coldwell Banker College Real Estate is the designated agent to represent our interests in this property. This property is owned by me and my sister, Helen C. Lonsdale, of whom I am her power of attorney in this matter.

Thank you for your consideration,



Mary B. Roudebush

