ORDINANCE NO. 7032

AN ORDINANCE AMENDING CHAPTER 1042.01 OF THE CODIFIED ORDINANCES OF THE CITY OF MIAMISBURG, OHIO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1

Chapter 1042.01 (a) and (b) of the Codified Ordinances of the City of Miamisburg, Ohio, which reads as follows:

Chapter 1042.01 Water Service Charges

Effective for usage from and after September 1, 2014, there is hereby levied and assessed the following quarterly water rates charged by the City to inhabitants and other users for the service of the City's water system:

(a)

Effective Date	Meter Size (In)	Sept. 1, 2014	Sept. 1, 2015	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Minimum charge including 1,000 cubic feet	3/4" and smaller	$ 43.57	$ 51.41	$ 59.12	$ 60.89	$ 62.72
	1"	$ 72.58	$ 85.64	$ 98.49	$ 101.44	$ 104.48
	1 1/2"	$ 145.16	$ 171.29	$ 196.98	$ 202.89	$ 208.98
	2"	$ 232.31	$ 274.13	$ 315.25	$ 324.71	$ 334.45
	3"	$ 435.73	$ 514.16	$ 591.28	$ 609.02	$ 627.29
	4"	$ 726.02	$ 856.70	$ 985.21	$ 1,014.77	$ 1,045.21
	6"	$ 1,566.01	$ 1,847.89	$ 2,125.07	$ 2,188.82	$ 2,254.48
	8"	$ 2,322.96	$ 2,741.09	$ 3,152.25	$ 3,246.82	$ 3,344.22

(b)

Effective Date	Sept. 1, 2014	Sept. 1, 2015	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Cubic Feet	($ per 100 cubic feet)				
Next 9,000	$ 4.65	$ 5.49	$ 6.31	$ 6.50	$ 6.70
Next 30,000	$ 4.19	$ 4.94	$ 5.68	$ 5.85	$ 6.03
Next 60,000	$ 3.67	$ 4.33	$ 4.98	$ 5.13	$ 5.28
Over 100,000	$ 3.42	$ 4.04	$ 4.65	$ 4.79	$ 4.93

The above listed rates shall be effective for usage from and after September 1, 2014.

Rates effective for usage from and after September 1, 2019, shall be governed by an appropriate consumer price index.

(1) Any unmetered residence containing one or more families shall pay the minimum quarterly charge for each and every family residing therein.

(2) The City reserves the right to increase the quarterly rates at any time, should the revenues of the water and sanitary sewer system prove insufficient to pay the operating and maintenance expenses and the debt service charges on the revenue bonds issued, or other obligations incurred, to pay for improvements to the water and sanitary sewer system.

(3) The charge for consumers outside the corporate limits shall be forty percent higher than the prevailing rates within the corporate limits.

(a)

Effective Date	Meter Size (In)	Sept. 1, 2014	Sept. 1, 2015	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Minimum charge including 1,000 cubic feet	3/4" and smaller	$ 61.00	$ 71.97	$ 82.77	$ 85.25	$ 87.81
	1"	$ 101.61	$ 119.90	$ 137.89	$ 142.02	$ 146.27
	1 1/2"	$ 203.22	$ 239.81	$ 275.77	$ 284.05	$ 292.57
	2"	$ 325.23	$ 383.78	$ 441.35	$ 454.59	$ 468.23
	3"	$ 610.02	$ 719.82	$ 827.79	$ 852.63	$ 878.21
	4"	$ 1,016.43	$ 1,199.38	$ 1,379.29	$ 1,420.68	$ 1,463.29
	6"	$ 2,192.41	$ 2,587.05	$ 2,975.10	$ 3,064.35	$ 3,156.27
	8"	$ 3,252.14	$ 3,837.53	$ 4,413.15	$ 4,545.55	$ 4,681.91

(b)

Effective Date	Sept. 1, 2014	Sept. 1, 2015	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
Cubic Feet	($ per 100 cubic feet)				
Next 9,000	$ 6.51	$ 7.69	$ 8.83	$ 9.10	$ 9.38
Next 30,000	$ 5.87	$ 6.92	$ 7.95	$ 8.19	$ 8.44
Next 60,000	$ 5.14	$ 6.06	$ 6.97	$ 7.18	$ 7.39
Over 100,000	$ 4.79	$ 5.66	$ 6.51	$ 6.71	$ 6.90

(4) Bulk rate charges to water haulers shall be the same as prescribed above in tables (3)(a) and (3)(b), but no less than the minimum.

(5) Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for fifteen days after the date of such bill, a penalty equal to five percent of the unpaid bill shall also become due and payable. Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for forty-five days, the water service to such property or consumer shall thereupon be suspended and shall only be resumed upon payment of the gross amount due, plus an additional fee of forty dollars ($40.00), during weekdays from 8:00 a.m. to 3:00 p.m. However, after 3:00 p.m. on weekdays and during weekends and on holidays, the additional fee will be one hundred dollars ($100.00). Bills rendered to persons other than the record owners of property shall be guaranteed in writing by such owners in the manner provided by the application forms of the City.

(6) The owners of real property which is served by such water and sanitary sewer system by pipes connected with such system shall, as well as the lessee of the premises, be liable to the City for the lawful charges for all services of such system rendered to such premises.

(7) Where more than one family or place of business is on a single meter, the City Manager may require that the billing be made to the property owner.

(8) Where payment delinquencies occur due to frequency of tenant changes, the City Manager may require that the property owner be billed for service.

be and hereby is amended to read as follows:

Chapter 1042.01 Water Service Charges

Effective for usage from and after July 15, 2023, there is hereby levied and assessed the following monthly water rates charged by the City to inhabitants and other users for the service of the City's water system:

(a)

Effective Date	Meter Size (In)	July 15, 2023
	3/4" and smaller	$20.77
	1"	$34.60
	1 1/2"	$69.19
Minimum charge	2"	$110.73
0 - 300 cubic feet	3"	$207.68
	4"	$346.05
	6"	$746.42
	8"	$1,107.21

(b)

Effective Date	July 15, 2023
Cubic Feet	($ per 100 cubic feet)
301-3,300	$7.13
3,301 - 13,300	$6.42
13,301 - 33,300	$5.62
33,301 and higher	$5.24

Rates effective for usage from and after November 15, 2023, shall be governed by an appropriate positive consumer price index as authorized by Council. If no action is taken, these rates will remain in effect.

(1) Any unmetered residence containing one or more families shall pay the minimum monthly charge for each and every family residing therein.

(2) The City reserves the right to increase the monthly rates at any time, should the revenues of the water and sanitary sewer system prove insufficient to pay the operating and maintenance expenses and the debt service charges on the revenue bonds issued, or other obligations incurred, to pay for improvements to the water and sanitary sewer system.

(3) The charge for consumers outside the corporate limits shall be forty percent (40%) higher than the prevailing rates within the corporate limits.

(a)

Effective Date	Meter Size (In)	July 15, 2023
	3/4" and smaller	$29.07
	1"	$48.43
	1 1/2"	$96.86
Minimum charge	2"	$155.01
0 - 300 cubic feet	3"	$290.76
	4"	$484.47
	6"	$1,044.99
	8"	$1,550.10

(b)

Effective Date	July 15, 2023
Cubic Feet	($ per 100 cubic feet)
301-3,300	$9.98
3,301 - 13,300	$8.98
13,301 - 33,300	$7.86
33,301 and higher	$7.34

(4) Bulk rate charges to water haulers shall be the same as prescribed above in tables (3)(a) and (3)(b), but no less than the minimum.

(5) Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for fifteen days after the date of such bill, a penalty equal to five percent of the unpaid bill shall also become due and payable. Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for forty-five days, the water service to such property or consumer shall thereupon be suspended and shall only be resumed upon payment of the gross amount due, plus an additional fee of forty dollars ($40.00), during weekdays from 8:00 a.m. to 3:00 p.m. However, after 3:00 p.m. on weekdays and during weekends and on holidays, the additional fee will be one hundred dollars ($100.00). Bills rendered to persons other than the record owners of property shall be guaranteed in writing by such owners in the manner provided by the application forms of the City.

(6) The owners of real property which is served by such water and sanitary sewer system by pipes connected with such system shall, as well as the lessee of the premises, be liable to the City for the lawful charges for all services of such system rendered to such premises.

(7) Where more than one family or place of business is on a single meter, the City Manager may require that the billing be made to the property owner.

(8) Where payment delinquencies occur due to frequency of tenant changes, the City Manager may require that the property owner be billed for service.

Section 2.

This measure shall take effect and be in force from and after the earliest period allowed by law.

Passed: August 1, 2023 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 7033

AN ORDINANCE AMENDING CHAPTER 1042.04 OF THE CODIFIED ORDINANCES OF THE CITY OF MIAMISBURG, OHIO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1

Chapter 1042.04 (a) and (c) of the Codified Ordinances of the City of Miamisburg, Ohio, which reads as follows:

Chapter 1042.04 Sewerage Service Charges

Effective for usage from and after September 1, 2014, there is hereby levied and assessed upon occupied premises, having any sewer connection with or having access to the sanitary sewerage system of the City or otherwise discharging sewage or industrial wastes into the City sanitary sewerage system, a sewer service charge, payable as hereinafter provided in an amount determinable for all users of the City sanitary sewerage system, except as hereinafter provided. The rates shall be as follows:

(a)

Effective Date		Sept. 1, 2014	Sept. 1, 2015	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
A. Quarterly minimum charge for 0-1,000 cubic feet	Per Quarter	$ 60.10	$ 73.92	$ 80.57	$ 82.99	$ 85.48
B. Quarterly minimum charge for over 1,000 cubic feet	Per 100 Cubic Feet	$ 4.85	$ 5.97	$ 6.51	$ 6.71	$ 6.91

Rates effective for usage from and after September 1, 2019 shall be governed by an appropriate consumer price index.

(b) Other Charges

(1) The charge for consumers outside the corporate limits shall be in accordance with the sewer service charge listed in subsection (a) hereof, plus a system capital equalization charge as follows:

Effective Date		Sept. 1, 2014	Sept. 1, 2015	Sept. 1, 2016	Sept. 1, 2017	Sept. 1, 2018
A. Quarterly minimum charge for 0-1,000 cubic feet	Per Quarter	$ 24.04	$ 29.57	$ 32.23	$ 33.20	$ 34.19
B. Quarterly minimum charge for over 1,000 cubic feet	Per 100 Cubic Feet	$ 1.94	$ 2.39	$ 2.60	$ 2.68	$ 2.76

(2) Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for fifteen days after the date of such bill, a penalty equal to five percent of the unpaid bill shall also become due and payable. Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for forty-five days, the water service to such property or consumer shall thereupon be suspended and shall only be resumed upon payment of the gross amount due, plus an additional fee of twenty dollars ($20.00), during weekdays from 8:00 a.m. to 3:00 p.m. However, after 3:00 p.m. on weekdays and during weekends and on holidays, the additional fee will be forty dollars ($40.00). Bills rendered to persons other than the record owners of property shall be guaranteed in writing by such owners in the manner provided by the application forms of the City.

(3) The owners of the real property which is served by such water and sanitary sewer system by pipes connected with such system shall, as well as the lessee of the premises, be liable to the City for the lawful charges for all services of such system rendered to such premises.

(4) Where more than one family or place of business is on a single meter, the City Manager may require that the billing be made to the property owner.

(5) Where payment delinquencies occur due to frequency of tenant changes, the City Manager may require that the property owner be billed for service.

(6) Any waste that is discharged into the City wastewater system with BOD, suspended solids or any other pollutants that are in excess of normal domestic sewage, (i.e. 200 mg/l BOD and 250 mg/l suspended solids) will be subject to a surcharge. The surcharge for BOD and suspended solids shall be as follows:

A. For BOD - $0.12/pound of BOD.

B. For suspended solids - $0.10/pound of suspended solids.

be and hereby is amended to read as follows:

Effective for usage from and after July 15, 2023, there is hereby levied and assessed upon occupied premises, having any sewer connection with or having access to the sanitary sewerage system of the City or otherwise discharging sewage or industrial wastes into the City sanitary sewerage system, a sewer service charge, payable as hereinafter provided in an amount determinable for all users of the City sanitary sewerage system, except as hereinafter provided. The rates shall be as follows:

(a)

Effective Date		**July 15, 2023**
A. Quarterly minimum charge for 0-300 cubic feet	Per Month	$28.30
B. Quarterly minimum charge for over 300 cubic feet	Per 100 Cubic Feet	$7.35

Rates effective for usage from and after November 15, 2023 shall be governed by an appropriate positive consumer price index as authorized by Council. If no action is taken, these rates will remain in effect.

(b) Other Charges

(7) The charge for consumers outside the corporate limits shall be in accordance with the sewer service charge listed in subsection (a) hereof, plus a system capital equalization charge as follows:

Effective Date		**July 15, 2023**
A. Quarterly minimum charge for 0-300 cubic feet	Per Month	$39.62
B. Quarterly minimum charge for over 300 cubic feet	Per 100 Cubic Feet	$10.29

(8) Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for fifteen days after the date of such bill, a penalty equal to five percent of the unpaid bill shall also become due and payable. Should the bill rendered for any property or consumer served by the water and sanitary sewer system remain unpaid for forty-five days, the water service to such property or consumer shall thereupon be suspended and shall only be resumed upon payment of the gross amount due, plus an additional fee of forty dollars ($40.00), during weekdays from 8:00 a.m. to 3:00 p.m. However, after 3:00 p.m. on weekdays and during weekends and on holidays, the additional fee will be one hundred dollars ($100.00). Bills rendered to persons other than the record owners of property shall be guaranteed in writing by such owners in the manner provided by the application forms of the City.

(9) The owners of the real property which is served by such water and sanitary sewer system by pipes connected with such system shall, as well as the lessee of the premises, be liable to the City for the lawful charges for all services of such system rendered to such premises.

(10) Where more than one family or place of business is on a single meter, the City Manager may require that the billing be made to the property owner.

(11) Where payment delinquencies occur due to frequency of tenant changes, the City Manager may require that the property owner be billed for service.

(12) Any waste that is discharged into the City wastewater system with BOD, suspended solids or any other pollutants that are in excess of normal domestic sewage, (i.e. 200 mg/l BOD and 250 mg/l suspended solids) will be subject to a surcharge. The surcharge for BOD and suspended solids shall be as follows:

C. For BOD - $0.12/pound of BOD.

D. For suspended solids - $0.10/pound of suspended solids.

Section 2.

This measure shall take effect and be in force from and after the earliest period allowed by law.

Passed: August 1, 2023 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 7034

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CT CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF THE MIAMISBURG TRANSPORTATION PLAN, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg last adopted the Major Thoroughfare Plan in 1993; and

WHEREAS, the Major Thoroughfare Plan requires a comprehensive overhaul to account for the evolution of land use and transportation in the City of Miamisburg over the last 30 years; and

WHEREAS, having an updated, comprehensive Transportation Plan will direct future governmental investments in transportation infrastructure and provide support to current and future applications for infrastructure funding; and

WHEREAS, having an updated, comprehensive Transportation Plan will ensure future private land use development includes necessary improvements within the public right-of-way to provide multi-modal transportation access for residents and visitors; and

WHEREAS, the City of Miamisburg issued a Request for Proposals to various planning, design, and transportation engineering firms for a new Transportation Plan; and

WHEREAS, CT Consultants was found to be a qualified firm with the personnel and equipment necessary to draft the Miamisburg Transportation Plan; and

WHEREAS, the City of Miamisburg desires to enter into a professional services contract with CT Consultants (Exhibit A) to facilitate development of the Miamisburg Transportation Plan for eventual adoption by City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into a contract with CT Consultants for professional services for the Miamisburg Transportation Plan, at a total project cost not to exceed $75,000.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure the initiation of professional services may commence immediately, therefore, this measure shall take effect and be in full force from and after its passage.

Passed: July 18, 2023 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle Collins
Michelle L. Collins, Mayor

EXHIBIT A

CONTRACT AND AGREEMENT

BETWEEN OWNER AND ENGINEER/ARCHITECT

FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of _____, by and between the City of Miamisburg Development Department, 10 N. First Street, Miamisburg, OH 45342 (OWNER), and CT Consultants, Inc., 4420 Cooper Road, Suite 200, Cincinnati, Ohio, 45242 (ENGINEER/ARCHITECT), for the following PROJECT:

MIAMISBURG TRANSPORTATION PLAN PROJECT

NOW THEREFORE, the OWNER and the ENGINEER/ARCHITECT, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by the ENGINEER/ARCHITECT and payment for those services by the OWNER as set forth below:

THE OWNER WILL:

1. Provide full information as to his requirements for the PROJECT;
2. Assist the ENGINEER/ARCHITECT by placing at his disposal all available information pertinent to the PROJECT;
3. Guarantee access to and make all provisions for the ENGINEER/ARCHITECT to enter upon private property as required to perform his services under this Agreement;
5. Give prompt written notice to the ENGINEER/ARCHITECT whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect the ENGINEER/ARCHITECT'S performance of services under this Agreement; and
6. Compensate the ENGINEER/ARCHITECT for services rendered under this Agreement.

THE ENGINEER/ARCHITECT WILL:

1. Perform professional services in connection with the attached ***Proposal Dated April 28, 2023.***

2. Provide additional services when requested and authorized by the OWNER.

GENERAL PROVISIONS

1. Ownership of Documents

All calculations, drawings, specifications and other work products, whether in hard copy or information on electronic media, of the ENGINEER/ARCHITECT for this PROJECT are instruments of service for this PROJECT only and shall remain the intellectual property of the ENGINEER/ARCHITECT whether the PROJECT is completed or not. Reuse of any of the instruments of service of the ENGINEER/ARCHITECT by the OWNER on extensions of this PROJECT or any other project is expressly prohibited without written approval by the ENGINEER/ARCHITECT.

CADD Files: Any use or reuse by the OWNER or others without written verification by the ENGINEER/ARCHITECT or CADD adaptation for the specific purpose intended will be at the OWNER'S risk and full legal responsibility. Furthermore, the OWNER will, to the fullest extent permitted by law, indemnify and hold the ENGINEER/ARCHITECT harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any such adaptation by the OWNER will entitle the ENGINEER/ARCHITECT to additional compensation at his current rate.

Because data stored on electronic media can deteriorate undetected or be modified without the ENGINEER/ARCHITECT'S knowledge, the OWNER agrees that the ENGINEER/ARCHITECT cannot be held liable for the competence or correctness of the electronic data after an acceptance period of 30 days from delivery of the electronic files.

2. Termination

This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, or for no reason by either party. If this agreement is terminated, the ENGINEER/ARCHITECT shall be paid for all services performed to the termination date.

3. Standard of Care

The ENGINEER/ARCHITECT'S services as defined herein shall be performed in accordance with the professional engineering/architectural standard of care prevailing at the time and same locality the Services are provided. The OWNER agrees to notify the ENGINEER/ARCHITECT in writing of any problems that arise during the course of this Project and allow the ENGINEER/ARCHITECT to recommend solutions to the problems. If the OWNER proceeds to implement a remedy to a problem without written notification to the ENGINEER/ARCHITECT, the OWNER does so at his own risk and shall have no recourse to ENGINEER/ARCHITECT for any damage or relief.

The OWNER shall add similar language to his contract with the Contractor and/or subcontractor(s) that also notifies the Contractor and/or subcontractor(s) that such procedure shall be followed by the Contractor and/or subcontractor(s) who shall give written notice to all problems to the Owner.

4. Disputes

Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by arbitration or mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

5. Insurance

The ENGINEER/ARCHITECT shall acquire and maintain statutory workmen's compensation insurance coverage, comprehensive general liability insurance coverage, and professional liability insurance coverage. The OWNER agrees to limit the ENGINEER/ARCHITECT'S liability to the OWNER and to all Construction Contractors and Subcontractors on the PROJECT, due to the ENGINEER/ARCHITECT'S professional negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER/ARCHITECT to those named shall not exceed seventy five thousand ($) dollars or the ENGINEER/ARCHITECT'S total fee charged for services rendered on this PROJECT, whichever is greater, unless an additional fee based on the liability amount requested is paid to the ENGINEER/ARCHITECT prior to the commencement of work by the ENGINEER/ARCHITECT.

6. Disclaimer: Asbestos, Hazardous Waste, Pollution, & Mold

The ENGINEER/ARCHITECT hereby states, and the OWNER acknowledges, that the ENGINEER/ARCHITECT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to asbestos, hazardous wastes, pollutions, or to mold. The ENGINEER/ARCHITECT further acknowledges he will not perform work in these areas and if an asbestos, hazardous wastes, pollutions, or mold problem is identified on the OWNER'S site, a qualified consultant will be required. Accordingly, the OWNER hereby agrees to bring no claim for negligence or breach of contract against the ENGINEER/ARCHITECT.

7. Opinions of Costs

Since ENGINEER/ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER/ARCHITECT'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER/ARCHITECT'S best judgment; but ENGINEER/ARCHITECT cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions or probable cost prepared by ENGINEER/ARCHITECT. If, prior to the Bidding or Negotiating Phase, the OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent Cost Estimator.

8. Site Observation

Notwithstanding anything to the contrary which may be contained in this agreement, the ENGINEER/ARCHITECT shall not have control and shall not be responsible for the means. methods, techniques, sequences or procedure or construction or illegal disposal of construction debris nor shall the ENGINEER/ARCHITECT be responsible for the acts or omissions of the owner. ENGINEER/ARCHITECT shall not be responsible for the failure of the owner, any third party architect or engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning the project.

PAYMENTS TO THE ENGINEER/ARCHITECT

In accordance with the Terms and Conditions of this Agreement, the OWNER shall compensate the ENGINEER/ARCHITECT Zero dollars ($0.00) prior to commencement of work on this PROJECT and to pay all balances due to ENGINEER/ARCHITECT when ENGINEER/ARCHITECT delivers monthly and final billing to OWNER or his agent.

The total fee charged for Tasks I – IV in attached proposal.

X Total Fee of up to $75,000 for Scope of Services per the attached proposal dated April 28, 2023.

X computed on an actual time and expense basis according to the attached Fee Schedule. This Fee Schedule is only applicable for the calendar year in which this Agreement for Professional Services is signed. All work performed in subsequent years shall be invoiced based on the then current Fee Schedule.

Any Additional Services can be performed upon request for a pre-determined Lump Sum Fee or on a Time and Expenses basis and will be invoiced separately from our Scope of Services as described in the proposal.

TIME OF PAYMENT

The OWNER will make prompt payments to the ENGINEER/ARCHITECT in response to his monthly statements. Payments to the ENGINEER/ARCHITECT of the monthly statements will not be contingent upon the OWNER obtaining project funding. All amounts outstanding at the end of thirty (30) days will receive a 1% per month service charge from the 30th day. OWNER agrees to pay all cost of collection incurred by ENGINEER/ARCHITECT in the collection of any monies owed to ENGINEER/ARCHITECT by OWNER which are more than 45 days outstanding. If after 45 days from the date of ENGINEER/ARCHITECT'S statement, OWNER has not made payment in full to ENGINEER/ARCHITECT, ENGINEER/ARCHITECT may, after giving seven days written notice to the OWNER, suspend services under this agreement. In addition to the contract fee, the OWNER shall reimburse the ENGINEER/ARCHITECT for all sales taxes, if any, required to be paid on engineering services.

SIGNATURES

Should OWNER be a corporation, the person signing this Agreement agrees to take full personal responsibility for the payment of the amounts specified therein.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: CITY OF MIAMISBURG, OHIO **ENGINEER/ARCHITECT:** **CT CONSULTANTS INC.**

BY: _____ BY: Mark V Bruggemann
City Manager Vice President

FEDERAL ID#/S.S.# _____

WITNESS_____ WITNESS_____

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April 28, 2023

Mr. Andrew Rodney
City Planner
City of Miamisburg Development Department
20 E. Central Avenue
Miamisburg, OH 45342

RE: Request for Proposal - Miamisburg Transportation Plan

Dear Andrew,

We appreciate the opportunity to submit our qualifications for the City of Miamisburg's Transportation Plan project. We look forward to working with the City to help guide Miamisburg's efforts to grow and expand. For 100 years, CT has managed and solved issues for our clients, including several long and productive relationships in our region.

Our team provides the right mix of planning, design, community engagement, and similar experience needed for the success of this vital project. We routinely work with City governments to update their plans and programs. Working with CT offers several advantages, including:

Keen Project Understanding. We have met with your staff and visited Miamisburg numerous times to gather the information needed to develop a strong approach and work plan for this project. We know the need to update the City's Transportation and Thoroughfare plans to ensure it is well-positioned and organized for future growth. Completing this project will also have the benefit of maintaining eligibility for state and federal funding sources to help the City secure the funds to implement plan recommendations.

The Right Team for the Job. As the proposed Project Manager for this effort, I have experience leading several relatable projects throughout my career. I am currently working with the City of Springdale on a Thoroughfare Plan update. I will apply my experience from that project and more than two decades of working with similar clients and projects.

Local Knowledge and Experience. Our team will be supported by professionals well-versed in issues typically found on the municipal level. For example, Traffic Engineer Jay Korros will serve as a technical lead for this part of the project. Jay is a local resident and traffic signal expert. His role will be vital to this portion of the proposed work. Jay operates and maintains traffic signal systems for several communities in our region, including the cities of Franklin, Monroe, and Montgomery, among others.

We look forward to continued growth and prosperity for the City of Miamisburg and would be excited to partner with you on this project. If you have any questions regarding our submittal, please feel free to contact me via email at 513.792.8431 or sriggs@ctconsultants.com.

Sincerely,

CT Consultants, Inc.

Shawn Riggs, PE
Project Manager

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SECTION TWO: WORKLOAD/AVAILABILITY OF PERSONNEL

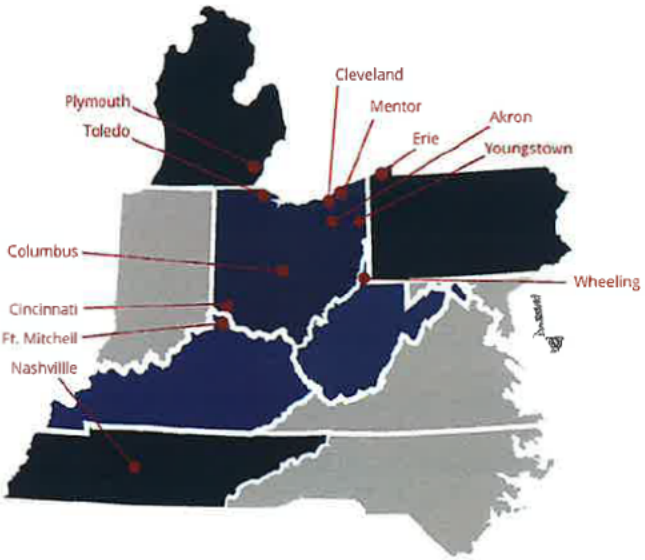
STAFF AVAILABILITY

CT is a multi-disciplined engineering and architectural firm with 292 engineers, architects, planners, landscape architects, technicians, surveyors, inspectors, and funding specialists. Our staff has completed assignments in many different disciplines since 1922.

CT maintains a large permanent staff such that we can meet the schedules demands of this project. When working with a new assignment, we will develop a work plan that defines the client's expectations and CT's course of action necessary to exceed those expectations.

Key personnel schedules will be adjusted to meet project time limitations. By assigning experienced staff, CT will be able to provide the City with the necessary expertise that has the ability to respond to changes in project priorities or schedule requirements. Applicable in-house and/or subconsultant resources will be procured by our project manager to meet specialized requirements.

CT has the experienced staff available in our local office to take on important assignments for the City of Miamisburg.



Discipline	Total	Registered
Administrative	42	n/a
Architects	15	14
CAD Designers	20	1
Cartographer	6	n/a
Civil Engineers/Stormwater	44	29
Construction Claims Analyst	1	n/a
Construction Field Representatives	17	2
Construction Project Managers	8	5
Electrical Engineers	1	1
Environmental Engineer	2	1
Environmental Scientists	8	1
Foundation/Geotechnical Engineer	4	2
Geologist	7	1
Industrial Hygiene	3	n/a
Land Surveyors	16	10
Landscape Architects	3	2
Mechanical Engineers	2	1
Photogrammetrist	4	1
Planners and Grant Writers	14	5
Project Manager	2	n/a
Sanitary/Wastewater Engineers	17	11
Structural/Bridge Engineers	5	5
Technician Analyst	17	n/a
Transportation Engineers	15	11
Water Resource Engineers	18	10
Water/Wastewater Operators	1	n/a
Total:	292	113

SECTION THREE: PAST PERFORMANCE

SPRINGDALE THOROUGHFARE PLAN UPDATE

SPRINGDALE, OH

CLIENT
City of Springdale
John Jones
City Administrator
513.346.5700
JJones@springdale.org

SERVICES
Thoroughfare Plan Update

BUDGET
$38,900

COMPLETION DATE
2023

While a Thoroughfare Plan update has not been completed for the City of Springdale since 1998, a number of transportation reports and master plans are being reviewed, consolidated, and updated as a part of our comprehensive approach.

These reports include the City's Comprehensive Plan, adopted in March 2022, and the Bike and Pedestrian Connectivity Plan was adopted in November 2022, among various other studies and plans. In creating the plan, an emphasis is being placed on improved connectivity to lessen the traffic burden on collector and arterial roadways. Expanding bicycle systems will also assist in reducing vehicular traffic.

Likewise, ensuring transit has an appropriate role, particularly in serving the elderly, is essential to building a truly multi-modal system. The development of this plan is rooted in established visions and goals for long-term mobility, evaluation of current transportation programming, and identification of network needs. It culminates with a thoroughfare plan document, including the thoroughfare plan map, to advance long-term transportation improvements.

The plan is being coordinated through City staff and stakeholders and will go before the City's Planning Commission for adoption per the City's Charter. The adopted plan will ultimately provide a statement of policy regarding the general location and size of the thoroughfare network and serve as a basis for defining transportation improvements over time and through the development process.

WAR-CLEAR CREEK (CLEAR CREEK BIKE PATH)

FRANKLIN, OH

CLIENT
City of Franklin
Barry Conway
City Engineer
937.746.9921
bconway@franklinohio.org

SERVICES
Design
Plans
Bidding Assistance
Construction Services

BUDGET
$3,420,000

COMPLETION DATE
2023

This project consisted of designing and constructing a ten-foot-wide bike path, which will connect the Lions Club Municipal Park with Hazel Wood Park in the City of Franklin, Ohio. The length of the bike path is 1.7 miles and is roughly parallel to Clear Creek. The alignment of the bike path winds its way through a forest, under I-75, and over Clear Creek.

The profile of the bike path has hills and dips, with a maximum grade of 5%. One interesting part of this project was the design of a retaining wall for the bike path as it passes under the Interstate 75 Bridge over Clear Creek. Also, a bridge for the bike path over Clear Creek had to be designed as part of this project.

One challenge in this project occurred during construction. An unauthorized detention pond was constructed in the bike path corridor a few months prior to the construction of the bike path. CT had to redesign 1,150 ft of the bike path in order to avoid the new detention pond. This involved revising the alignment, profile, cross sections, drainage system, right of way, and quantities.

SECTION THREE: PAST PERFORMANCE

WAR-SR 123-29.40 COMMUNITY PARK ROUNDABOUT

FRANKLIN, OH

CLIENT
City of Franklin
Barry Conway, PE
City Engineer
937.743.1401
Bconway@franklinohio.org

SERVICES
Engineering Design
Plan Production

BUDGET
$1,958,100

COMPLETION DATE
2025

This project initially started as an intersection realignment with traffic signal installation. However, after multiple safety concerns were brought to the attention of the City and School Board, the project now consists of the construction of a roundabout at the intersection of SR 123 and Community Park Drive with a proposed access drive to the new Franklin High School parking facility.

Approximately 1,000' of pavement of the SR 123 approaches are proposed to be removed and reconstructed to stabilize the subgrade, thicken the asphalt layers, and correct the cross slopes. Approximately 200' of pavement of the Community Park approach is proposed to be reconstructed to better align traffic entering the roundabout and provide appropriate sight distances.

The inscribed diameter of the roundabout is proposed to be 130' to better serve WB-62 design vehicles moving north and south along SR 123 and school buses making left and right turns into the High School access drive. The northbound, southbound, and eastbound approaches are all proposed to have right-turn bypass lanes to better accommodate the high turning volumes of the intersection.

Drainage and lighting design are also included in the improvements of this project. Because pedestrian safety is a major concern between the High School and Community Park, Rapid Rectangular Flashing Beacons (RRFBs) are also proposed to be installed at the pedestrian crossings of the SR 123 approaches.

DOWNTOWN SIGNAL MANAGEMENT SYSTEM

FRANKLIN, OH

CLIENT
City of Franklin
Barry Conway, PE
City Engineer
937.743.1401
Bconway@franklinohio.org

SERVICES
Traffic Signal Design, Fiber Optic Cable Interconnect Design, ADA Curb Ramp Design, Utility Coordination

FINAL COST
$1,063,000

COMPLETION DATE
2020

The project includes the reconstruction of three traffic signals in downtown Franklin, Ohio, at the intersections of Second Street at River Street, Second Street at Main Street, and Second Street at Riley Boulevard. New mast-arm signal poles, illuminated street name and lane use signs, uninterruptible power supply (battery backup), and traffic management cameras.

The design also included emergency vehicle preemption and integration with the City's Fire Station located on Riley Boulevard. The signalized intersections will be incorporated into a Traffic-Responsive Advanced Traffic Management Central Controlled System.

Fiber optic interconnect was designed and routed from City Hall on Benjamin Franklin Way along Riley Boulevard and integrated into each intersection controller cabinet along Second Street for remote communications. Spread Spectrum Ethernet radio was designed to establish communications with the intersection of Miami Avenue across the Great Miami River to aid in managing the operation of the system.

Closed Circuit Television (CCTV) cameras with pan, tilt, and zoom (PTZ) capabilities were incorporated into the design for city traffic engineers and police dispatch to see the intersection operations at all times.

N. FAIRFIELD ROAD AT ROCK DRIVE TRAFFIC SIGNAL

BEAVERCREEK, OH

CLIENT
City of Beavercreek
Jeff Moorman
City Engineer
937.427.5513
moorman@beavercreekohio.gov

SERVICES
Design of Traffic Signal Plans and Specifications, Quantities and Cost Estimate

FINAL COST
$300,000

COMPLETION DATE
2021-2022

This project was initiated by a new Dayton Children's Outpatient Care Center that was being constructed at the intersection of Rock Drive at N. Fairfield Road. The project involved the design of a temporary traffic signal installation and a new mast arm traffic signal at the intersection of N. Fairfield at Rock Drive.

The temporary signal installation was necessary to have the intersection operational for the Dayton Children's opening.

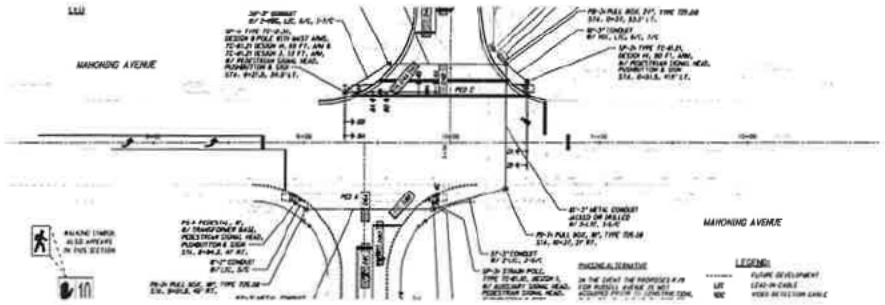
The new mast arm signal installation incorporated a fiber optic design, which included identifying the location of the existing slack installation, design and routing of a fiber optic drop cable, splicing into the existing fiber optic trunk cable, and integrating into the City's existing fiber-optic interconnected signal system along N. Fairfield Road.

The project included significant coordination with another engineering firm involved in widening the Rock Drive and relocating the St. Luke access driveway across from Rock Drive to incorporate both with access points to the new traffic signal design.

SECTION THREE: PAST PERFORMANCE

MAHONING/VICTORIA TRAFFIC SIGNAL

MAHONING COUNTY, OH



CLIENT
Mahoning County Engineer
Patrick Ginnetti
pginnetti@mahoningcountyoh.gov

SERVICES
Design
ODOT Coordination

FINAL COST
Initial Design - $37,004

COMPLETION DATE
2017

CT designed a traffic signal including ADA-compliant curb ramps, LED signal heads, crosswalks, and pedestrian signals for the Mahoning County Engineer at the intersection of Mahoning Avenue and Victoria Road in Austintown Township, Ohio.

The original design scope included traffic volume counts, traffic signal warrants, survey, and traffic signal design plans.

The location presented challenges in design due to the industrial nature of the immediate study area and the large percentage of semi-tractor-trailer traffic through the intersection. As a result, the project was expanded to include intersection widening.

Further considerations included possible future development in one quadrant of the intersection, the offset local roadway to the south, and traveled speeds on Mahoning Avenue.

Close coordination with ODOT and the County Engineer was required to bring this project to fruition.

POR-HIRAM HIKE AND BIKE NORTH PID NO. 93823

HIRAM, OH

CLIENT
Village of Hiram
Lou Bertrand
Mayor
330.569.7677

SERVICES
Topographic Survey
Environmental Document & Coordination
Right of Way Acquisition
Plans & Specifications
ODOT Coordination

FINAL COST
$704,000

COMPLETION DATE
2017

CT provided the planning and design of a new multi-use (pedestrian/bicycle only) trail extending 2,800 ft from the Hiram College campus to the Hiram Village corporation line on SR 305 (Wakefield Road.).

This was the first phase of a trail connecting the Village to the Hiram College James H. Barrow Field Station and the existing Headwaters Trail that links Mantua and Garrettsville.

The project provided users with a safer, dedicated multi-use pedestrian/bicycle facility along the Silver Creek natural corridor and a link to the Portage County Park District network of trails.

The work included clearing and grubbing, excavation, embankment, drainage, and construction of a pervious asphalt pavement, which also serves as a post-construction stormwater control measure.

SECTION THREE: PAST PERFORMANCE

ROCK CREEK TRAIL PHASE I AND HEDGES-BOYER PARK ROCK CREEK PEDESTRIAN BRIDGE

TIFFIN, OH

CLIENT
City of Tiffin
Bryce Kuhn
Parks & Recreation Director
419.448.5408
bkuhn@tiffinohio.gov

SERVICES
Trail Planning/Alignment, Trail Design, Construction Administration and Inspection

FINAL COST
$500,000 (Trail)
$119,000 (Ped Bridge)

COMPLETION DATE
2016 (Trail)
2019 (Pedestrian Bridge)

CT worked with the City to finalize the trail alignment and evaluate alternative locations to construct a bridge crossing Rock Creek.

The project included the construction and installation of 0.8 miles of a multi-use asphalt trail from Heidelberg University's Mayer Field to an existing rail at Hedges-Boyer Park, the 90-ft pedestrian bridge, signage, fencing, retaining wall, and storm sewer.

An alternate was also developed for an additional 490 lf of the trail to connect to Hedges Park.

As a follow-up to this project, CT secured state capital funds to replace a 4-ft wide, 60-ft long pedestrian bridge crossing Rock Creek with a 6-ft wide prefabricated truss bridge.

TALLGRASS PRAIRIE TRAIL, PHASES I-5

MARION COUNTY, OHIO

CLIENT
Marion County Park District

CONTACT
Dan Sheridan

SERVICES
Surveying
Landscape Architecture
Engineering Design
Construction Administration and Inspection Services

The Tallgrass Prairie Trail project is a major recreational trail being developed in Marion County. This multi-use trail follows the alignment of the former Erie-Lackawanna railroad line. It connects the City of Marion to numerous villages, parks and scenic areas, including the Big Island Wildlife Area and Elgin Nature Center. The trail will extend to Union County, be approximately 12 miles long, and provide visitors an opportunity to view some of the unique natural resources in the area, for instance, trumpeter swans, bald eagles, and beaver lodges.

Surveying, design, engineering, and construction administrative services were provided for this important first phase of the trail's development. Highlights of this multi-phase project include the planning, design, and construction of over 12 miles of multi-use trail, a trailhead, the renovation of two railroad bridges to pedestrian use, an underpass at Riley Road, and a connection to the newly developed trailhead on Holland Road. This project was funded through local funds and by the ODNR Clean Ohio Trail Fund.

SECTION THREE: PAST PERFORMANCE

LOWELLVILLE ROAD & SIDEWALK IMPROVEMENTS

LOWELLVILLE, OH

CLIENT
Village of Lowellville
Richard Day
Village Administrator
330.536.6415
RMDay56@gmail.com

SERVICES
Road Resurfacing, Curbing, Sidewalks, Right-of-Way, Lighting Improvements

FINAL COST
$289,000

COMPLETION DATE
2018

The Village initiated this OPWC and CDBG-funded project in part to revitalize the downtown central business district and address infrastructure needs. The scope of work included the removal and replacement of existing curbing, driveway aprons, and sidewalks, adding sidewalks, and pavement resurfacing. The project also included repairs to storm structures and decorative street lighting improvements.

At the request of Mahoning County, the improvements were designed as two separate contracts to allow separate administration of the CBDG-funded improvements. During the design stages, CT worked with the Village to coordinate with local utility companies and encourage them to make any planned upgrades prior to the final installation of curbing, sidewalk, and pavement. This would help to ensure these roadway improvements would not be compromised by utility work for the next several years.

As part of the Village's match projects for CDBG and OPWC funding leverage, there were many other projects occurring within or immediately adjacent to the project's work zone, conducted by the Village, private businesses and residents, or by local utility companies.

FIELDS-ERTEL ROAD IMPROVEMENTS/US 42 & COPPERFIELD DRIVE

SHARONVILLE, OH

CLIENT
City of Sharonville
Jim Lukas
Safety Services Director
513.563.1144

SERVICES
Project Management, Preliminary Studies, Roadway Design, Construction Administration, Construction Inspection

FINAL COST
$2,500,000

COMPLETION DATE
2019

CT worked with the City of Sharonville, Hamilton County, West Chester Township, and Butler County on the roadway and safety improvements to the Village of Newtown Road from US 42 to Copperfield Dr.

The 3,700-ft long project corridor, which consisted of an existing two-lane road with side ditches in a residential setting, was improved by constructing 12-ft lanes, installing curb and gutter, storm sewer, water main, and sidewalk along the north side of the pavement. Retaining walls were used in several locations due to the steep roadside grades and the wider corridor.

The project also included the installation of a new 18 ft x 11 ft precast reinforced concrete three-sided arch structure over an existing channel. Construction cost was roughly $2.5 million with several funding sources, including local funds from Sharonville and West Chester, OPWC Districts 10 and 2, and Hamilton County.

MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER AND STORM WATER PUMP STATION

SHARONVILLE, OH

CLIENT
City of Sandusky
Josh Snyder
Assistant City Engineer
419.627.5875
Jsnyder1@ci.sandusky.oh.us

SERVICES
Design
Bidding Assistance
Construction Assistance

FINAL COST
$1,616,000

COMPLETION DATE
2020

The design process for McCartney Road began as a full-depth reclamation project, but due to upfront coordination and investigation into existing soil conditions, it was determined that a full-depth reconstruction was a better fit for this project.

In addition to the pavement improvements, storm sewer improvements were planned to provide more system capacity and reduce localized flooding for nearby residents.

The McCartney Road storm sewer outlet into Mix Ditch flowing north, passing under Barrett Road to the railroad ditch. During the project, It was discovered that the existing 24" CMP under Barrett Road was not only grossly undersized but also partially collapsed, allowing little storm water to pass. As part of the project, the 24" culvert was replaced with a 54" culvert and a check valve at the outlet.

A stormwater pump station was also installed to overcome high tail water conditions.

HAM-HAUCK ROAD WIDENING PART II, PID 106411

HAMILTON COUNTY, SHARONVILLE, OH

CLIENT
City of Sharonville
ODOT District 8
James Lukas
Safety Services Director
513.563.1144
jlukas@cityofsharonville.com

SERVICES
Right-of-Way Plans, Roadway Design & Widening, Traffic Signal Pavement Replacement & Rehab Widening, Maintenance of Traffic, Sidewalk/Multi-Use Path, Street Lighting

FINAL COST
$7,000,000

COMPLETION DATE
2022

The Hauck Road reconstruction project will improve traffic flow, mobility, and safety by widening this 4,400 ft roadway segment that serves an industrial and commercial area. This existing two-lane roadway will be widened to include a two-way left-turn lane with a curb and gutter section with a new storm sewer system. Hauck Road is located just north of I-275 in Sharonville and runs between Reading Road and US 42.

This project involved all aspects of a major roadway design with a new roadway and pavement design, including a signalized at-grade rail crossing with Norfolk Southern Railroad with two tracks. Other design elements include water line, storm sewer, post-construction stormwater management, sidewalks, traffic signal design, roadway culverts, and hydraulic and hydrologic design services. Additionally, a significant right-of-way design was required for the improvements along the project corridor.

SECTION FOUR: PROJECT APPROACH

PROJECT UNDERSTANDING AND APPROACH

CT understands that the purpose of truly multimodal transportation and thoroughfare plans is to establish physical and cultural environments that support and encourage safe, comfortable, and convenient travel by a variety of modes. This work can also establish the parameters for growth.

Miamisburg's existing Major Thoroughfare Plan dates back nearly 30 years (1993), so an update is needed to properly document existing conditions that have changed over this period of time. The new Transportation Plan is also needed to identify service gaps, prioritize maintenance efforts, and plan future improvements. This update will include all the essential elements listed in the March 21, 2023, Request for Proposals (RFP).

The development of this plan will be rooted in established visions and goals for long-term mobility, evaluation of current transportation programming, identification of network needs, and culminating a plan document (and map) to advance long-term transportation improvements. The plan will be coordinated through City staff and stakeholders as directed in the RFP.

The plan will ultimately provide a statement of policy regarding the general location and size of the thoroughfare network and serve as a basis for defining transportation improvements over time throughout the development process. The approach outlined below follows a planning process that is combined with the expressed needs of the City today. The individual tasks listed below provide details about each step in this process.

TASK 1: GOALS AND OBJECTIVES

The City of Miamisburg has developed a set of broad-based, clearly stated transportation goals, as noted in the RFP. These are stated below and will provide guidance for our work to develop this plan.

- Goal 1: Update the City's current Thoroughfare Plan, including current and future roadway classifications and right-of-way needs
- Goal 2: Account for current and future growth in multimodal traffic by identifying gaps or deficiencies in the current system and prioritizing key transportation corridors for investment
- Goal 3: Identify opportunities to implement Complete Streets to improve safety, health, and vibrancy
- Goal 4: Provide a balanced schedule for maintenance and improvements of the City's transportation network
- Goal 5: Set a policy framework of recommendations to guide future investments in the transportation system
- Goal 6: Incorporate advancements in planning and design which create a multimodal transportation system

TASK 1.1: THOROUGHFARE PLAN GOALS AND OBJECTIVES

The development of a set of broad-based, clearly stated transportation goals and objectives will provide the City with the impetus from which policy actions can be developed to implement the plan. Plan goals may be situated among guiding tenants, including providing effective mobility, maintaining and improving existing infrastructure, fiscal stewardship, and enhancing economic vitality. The initiation of the development of plan goals would be facilitated through input from the City Planning Commission and City Department Heads to City Administration.

Based on identified goals, draft specific objectives for achieving stated goals. These objectives will ultimately be used to assess the identification of specific proposed transportation improvements. Based on the identified objectives, a set of performance measures will be developed to facilitate the implementation of the established objectives of the plan.

TASK 1.2 - REVIEW CURRENT PLANS AND PROGRAMS

Coordinate and collect relevant transportation planning documents from the City, ODOT, MVRPC, other agencies, and adjacent cities. Planning work to be gathered includes previous city transportation plans, regional or sub-regional planning and programming for highways, and capital improvement planning documents. Data collected from transportation planning documents will be summarized in a matrix. Available electronic data (mapping and associated attributes) will be assembled into a project-level GIS database using ArcGIS. For any pertinent data not in GIS format and deemed critical or required from outside sources, CT will prepare and submit a cost estimate to the City to obtain such data as an additional service and cost.

CT will also collaborate with the Miami Valley Regional Planning Commission (MVRPC) to document committed (funded) and planned improvements or other initiatives for the current thoroughfare system. Based on this data, CT will assess the existing and committed system to identify any shortcomings or perceived mobility, safety, and congestion issues needed to attain the plan's short- and long-range goals. The assessments will consider how the existing facilities and policies meet the guiding principles, goals, and objectives identified for the project. This assessment will identify issues and potential improvements formulated for discussion with the Planning Commission and City Administration.

TASK 1.3 - INPUT AND FEEDBACK

TASK 1.3.1 -CITY INPUT

CT will conduct up to two (2) input meetings with City's Department Heads and Administration to identify key current transportation issues or areas of concern within the City, key mobility needs, and desires for long-term thoroughfare improvements from communities, stakeholders, and stakeholders affected agencies. CT will provide discussion materials and mapping to solicit input to the thoroughfare plan process and provide meeting minutes. The City will assist in providing a suitable location for meetings.

TASK 1.3.2 – AGENCY/STAKEHOLDER INPUT

Conduct one (1) joint meeting to obtain input from individual cities, agencies, and key developers within the county. Participating cities or stakeholders shall be provided up to three (3) hours for representatives to provide transportation-related input. CT will schedule the meeting. The City's assigned Project Coordinator/Manager will assist CT by providing contact information of affected stakeholders and coordinating/securing a meeting location.

TASK 2 – PUBLIC INVOLVEMENT

From our years of experience, we believe that one of the main reasons plans sit on shelves is the lack of community engagement. From our previous discussion with City staff, we believe that a more robust program is what you seek. And we agree. Our team intends to engage the general public and stakeholders on multiple levels. The first part of this effort would be to develop a group of project stakeholders as a resource to help identify data collection needs, develop engagement methods for the general public and offer input on the technical aspects of the plan as it develops.

We envision this stakeholder group to consist of 8-12 individuals representing various city staff as appropriate, along with member representatives from the City's robust system of volunteer Boards and Commissions. To the extent possible, membership should include participation from various locations and neighborhoods throughout the City's geography. Major employers in the City might also be a consideration. We would also encourage participation from outside agencies working with the City, such as the Miami Valley Regional Planning Commission (MVRPC), the Montgomery County Engineer's Office, and the Montgomery County Transportation Improvement District (TID). CT will work with City staff to identify potential members for this effort.

The stakeholder committee should meet at distinct times during project development. One would be an initial kick-off meeting to communicate the project's scope and solicit ideas related to plan objectives, data collection, and general public engagement strategies. A second meeting would be an in-progress meeting to communicate the status and to help inform key upcoming considerations. A third meeting would be held near the end of the project to gain final inputs before the project is completed and adopted.

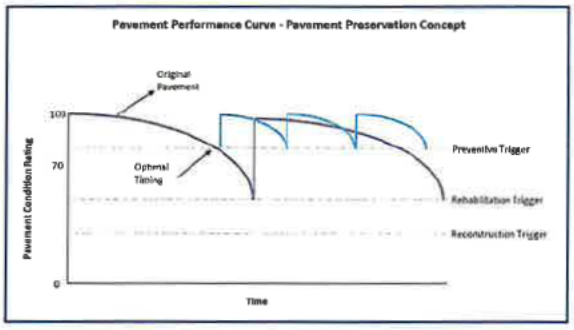
SECTION FOUR: PROJECT APPROACH

A separate public engagement effort will build on the stakeholder committee and seek to gather additional input and suggestions. The RFP suggests two public meetings, which could be held after the second and third stakeholder meetings, respectively. This approach would provide multiple meaningful opportunities for engagement. We would ask the members of the stakeholder committee to act as ambassadors to the general public, communicating with the boards and commissions they represent as well as helping to carry the project message further into the community than the typical outreach methods such as website, social media, online surveys, and event participation, which are also anticipated for consideration.

TASK 3: DOCUMENTATION OF EXISTING ISSUES

CT will review and work with City staff to identify existing transportation system conditions, issues, and gaps in service. As stated in the RFP, we will work with City staff to augment data collection efforts for this task. This work will ultimately form a basis for updating roadway classifications and design standards going forward. It will also form the basis of a process for prioritizing projects to both extend the existing transportation network and close gaps within it.

This portion of our work will address the existing system review portion of the plan's Essential and Optional Elements listed on page 2 of the RFP. These include:



- Conditions assessments for non-local roadways will be conducted to determine current classifications, right-of-way widths, lane configurations, traffic counts, intersection control, and adjacent land uses. This work will baseline the City's plans for updating these conditions and outline action steps to implement recommended improvements. A bridge inventory and ownership review will also be conducted as requested by the RFP

- Average Daily Traffic (ADT) GIS maps will be created for comparison of the Pre-Covid and Post-Covid traffic counts. Projected future traffic conditions will be modeled on a 20-year horizon. CT will initially rely on available data from the City, MVRPC, and ODOT to gather existing traffic data in this effort
- Crash heat maps in ArcGIS will be created to identify hotspot areas of safety concerns which may determine the need for future road safety audits
- Planned Future Improvements will be factored into our traffic projections and study efforts to provide an anticipated look at their impact on the future City network. We know of projects currently being pursued, such as the Mound Connector and the I-75/SR 725 interchange upgrade project. We are also aware of a potential widening of I-75 in southern Montgomery County that could also impact the City's future network. In addition, MVRPCs Transportation Improvement Plan (TIP) and Long Range Plans will also be consulted

- Identify Bicycle and Pedestrian System Gaps. Miamisburg is served by a section of the Great Miami River Trail and a series of other local connections to the Miami Valley Region's overall system of 350 miles of paved, multi-use recreational trails—the largest such system in the country. Providing local connections to this vast system is an outstanding opportunity for connectivity beyond the City's borders
- Identify sidewalk gaps/ADA analysis. Just as important as the City's bicycle and pedestrian trail system is its network of sidewalks providing residents safe everyday pedestrian access. Our analysis will help the City identify sidewalk gaps and improvements needed for compliance with the Americans with Disabilities Act of 1990 (ADA) guidelines.
- Transit Service is also key to Miamisburg. Greater Dayton Regional Transit Authority (GDRTA) serves City with a total of three routes providing service to downtown Dayton, including one line that connects from downtown Miamisburg (Route 18) and two that connect from the RTA South Hub, near Dayton Mall (Routes 17 and 19). Route 19 runs through downtown Dayton and eventually connects to Huber Heights (Route 19)

SECTION FOUR: PROJECT APPROACH

TASK 4: ASSESSMENT OF NEEDS

The needs and issues identified in Task 3 will be analyzed in coordination with City staff and the stakeholders committee as part of the work covered in this task. The system needs will consider county population growth/development trends, land uses, current and future major generators, functional system connectivity, and other considerations addressing mobility needs, safety issues, and other long-range considerations.

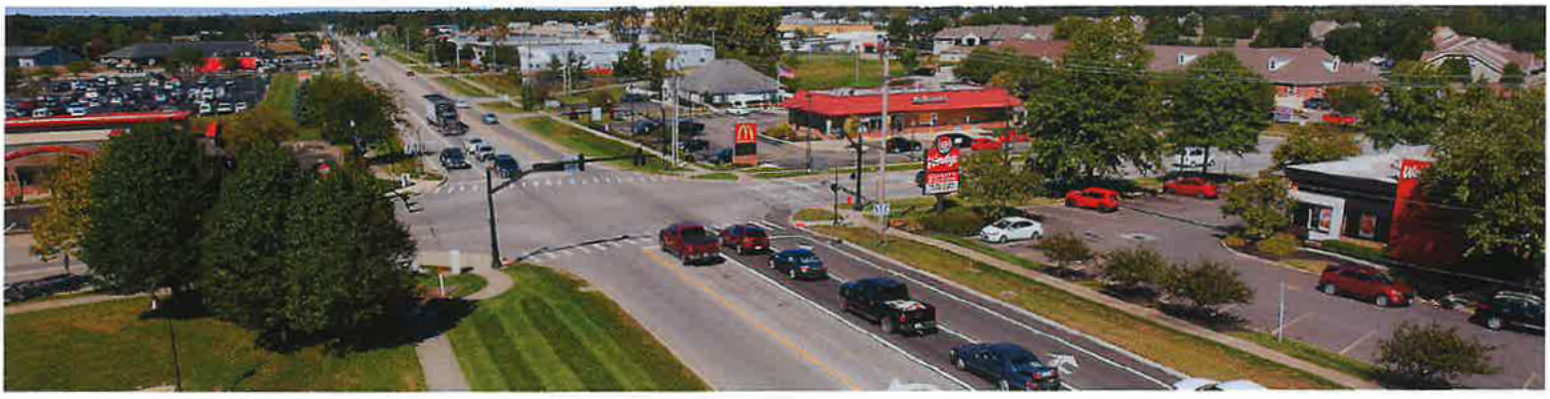
This task will address proposed future conditions as expressed in the RFP's Essential and Optional Elements section on page 2.

- Proposed non-local roadway functional classifications will be developed along with traffic recommendations for standard design criteria. This will include right-of-way widths, cross-sections, and intersection control guidelines. A matrix depicting various street types by functional class will also be prepared to convey flexibility in sections by street class. Roadway functional class will be depicted graphically on the thoroughfare plan map and in written format to support plan documentation
- Proposed standards for access management will also be developed in consideration of potential future developments, land uses, transportation improvements, and with respect to potential future annexation areas. Corridor capacity is directly correlated with the amount and presence of intersecting streets, curb cuts, driveways, and median openings (as appropriate). This portion of the plan will focus on fundamental design parameters necessary to maximize the effectiveness of key corridors within the City.
- A Complete Streets policy will be developed specifically for the City as part of the plan and will be consistent with the adopted MVRPC Complete Streets Policy
- Proposed truck routes will be developed in coordination with the City, the project stakeholder committee, and other agencies as deemed appropriate
- Proposed improvements and projects to close service gaps will be recommended for bicycle and pedestrian trails, sidewalks, intersection crossings, and other facilities
- A maintenance and replacement schedule for City-owned bridges will be developed based on data collected, conditions assessments, and available budgets

Other regulatory documents will be incorporated into the plan by reference, including the ODOT Multimodal Design Guide, the MVRPC Complete Streets Policy, and others, as appropriate.

General design standards and typical sections will be prepared for each functional classification. These will be provided graphically and in table format to support plan documentation. Design standards to include roadway type (class and divided/undivided), right-of-way, pavement width, turn lanes and width, median and parkway width, presence of sidewalks and width, roadway spacing, design speed, and general horizontal and vertical design parameters. Design standards will be coordinated with other current planning initiatives by the City, such as the City Engineering Design Standards and updates of the City's Subdivision Regulations. The Planning Commission will review design standards before public distribution in the plan document.

Guideline tables are important components that will provide flexibility in roadway requirements based on factors such as land use, type of roadway, type of land use, and even differences in time of day. The Transportation Plan will contain guideline tables and cross-sections for residential streets and mixed-use streets. Content for the street design matrices should reflect best practices from sources such as the following: Institute of Transportation Engineers (ITE) and Congress for New Urbanism's (CNU) Designing Walkable Urban Thoroughfares report, and best practices from the National Association of City Transportation Officials (NACTO).



SECTION FOUR: PROJECT APPROACH

As part of our work to develop implementation strategies, the CT team will work with the City to identify potential funding sources for essential plan improvements identified in the final plan. Current funding sources, potential partnerships, and/or special funding mechanisms will also be identified. Potential funding sources will also be listed on the implementation matrix of specific actions. CT maintains a dedicated staff of project funding specialists that has worked to award over $800M to our client's projects company-wide. These funds have been from several state and federal sources, including USDOT, OPWC, ODOT, Metropolitan Planning Organizations, and ODNR, among others.

We envision that the plan will have a web-based, interactive format and be publicly posted on the City's website or possibly at another unique location. This will increase transparency for future City decision-making and improve engagement from the general public.

PROPOSED FEES

The total estimated fee for the basic scope of services listed in this proposal is $75,000 and will be billed hourly each month utilizing the below Hourly Fee Schedule. Any charges above the provided task budgets will be billed as additional services. Additional services may be added, and any out-of-scope work or additional services will require a written scope and written approval in advance of the conduct of such work. As noted in the RFP, this proposal was prepared with the intention to utilize the City of Miamisburg staff resources as needed to augment data collection and other efforts as necessary.

Task	Fee
Task 1: Goals & Objectives	$8,325.00
Task 2: Public Involvement	$10,350.00
Task 3: Documentation of Existing Issues	$34,975.00
Task 4: Assessment of Needs	$31,350.00
Total	**$75,000.00**

Hourly Rates	
Classification	**Rate**
Senior Project Manager	$182.50
Project Engineer	$151.25
Engineer 2	$126.75
Engineer 1	$110.25
Designer 3	$116.50
Designer 2	$96.00
Survey Crew	$166.75
Construction Rep 3	$96.00
Technical Support	$61.00
Expenses at cost plus 10% (Mileage)	

$SCHEDULE

We understand and acknowledge the City's desire to complete work on this project in a six-month time frame. All proposed staff resources are available for immediate assignment to this project if CT is selected. Our proposed Project Manager, Shawn Riggs, will have the authority to assign resources to complete all work as necessary.

SECTION FIVE: EXPERIENCE WORKING WITH MIAMISBURG

CT has served the surrounding communities of Miamisburg with many projects through the years. Below is a brief project history.

Client	Project	Year
City of Centerville	Clyo Road Signal Timing / Operation Evaluation	2019
	Project SMD / MOU & TIS Review	2019
	Public Works Building Programming	2020
	Police Station Renovations	2021
City of Beavercreek	Grange Hall & National Road Widening	2015
	N. Fairfield Road Traffic Impact Study	2019
	N. Fairfield Road Signal Retiming	2019
	N. Fairfield Road at Rock Drive Signal Design	2020
City of Dayton	Planning & Zoning Consultation	2014
	GCRC Parking Lot Expansion	2017
City of Franklin	General Traffic Operations	2014-2023
	West Jackson Street ROW Vacation	2014
	Closed Loop System Management	2014-2023
	Foster Street Stream Bank Stabilization	2014
	Downtown Signal Management Phase 2	2014
	Beam Creek Stabilization	2015
	Downtown Signal Management Phase 1	2015
	Downtown Signal Operations	2017
	Hydraulic Water Model GIS Map	2017
	Clear Creek Bikepath Connector	2017
	Industrial Park	2018
	Culvert Extension/ I-75 SB Ramp at SR 73	2018
	Community Park Drive Improvements	2019
	Traffic Signal Management	2020
	Bryant Avenue Water Main Replacement	2021
	Millard Drive Water Main Replacement	2021
	WAR-123-29.40 Roundabout	2022
City of Monroe	Traffic Signal Management	2014
	SR 63 / Hollytree & Todhunter Road Signal Warrant	2015
	Traffic Signal Management	2016-2023
	Lawton Avenue Right-of-Way	2018
	SR 63 Coordination / Main Street	2021
	Kroger Expansion / TIS	2022
City of Springboro	Hazel Woods Park Bikepath FEMA Bridge Analysis	2023