

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-28

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR
OF FINANCE TO EXECUTE AN AGREEMENT WITH GRW INC. FOR THE
PREPARATION OF A WATER AND WASTEWATER RATE STUDY, AND
DECLARING AN EMERGENCY**

WHEREAS, periodically, it is necessary to study the user rates and connection fees to the City's water and sanitary sewer system based on changes in costs, number of users, and various other factors that affect the systems, and,

WHEREAS, this City Council desires to conduct a water and sanitary sewer rate study prior to making any changes to the City's water and sanitary sewer rate structure; and,

WHEREAS, based on their past experience in this area, City staff recommends GRW Inc. to perform said study; and,

WHEREAS, immediate action is required to approve said agreement and expedite the rate study of the City's water and wastewater utilities and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve an Agreement with GRW Inc., a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute an Agreement on behalf of the City.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.


Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

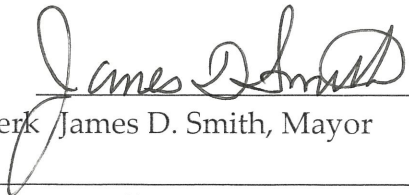
Resolution 2023-28

Page 2

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 20th day of July, 2023.

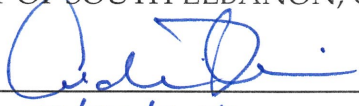
Attest: 
Petrina D. Williams, Director of Finance/Clerk


James D. Smith, Mayor

Rules Suspended: <u>7/20/2023</u> (if applicable)	Effective Date – <u>7/20/2023</u>
Vote - <u>6</u> Yeas <u> </u> Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Vote - <u> </u> Yeas <u> </u> Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: 
Date: 7/20/2023

SECTION 11 – EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, GRW, Inc., the Consultant herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2023 - 28.

SIGNATURE: James D. Smith

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: 7/20/23

SIGNATURE: Petrina D. Williams

PRINTED NAME: Petrina D. Williams

TITLE: Director of Finance

DATE: 7/20/23

APPROVED AS TO FORM:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: Andrew P. Meier

Date: 7/20/2023



GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

859.223.3999 | www.grwinc.com

June 30, 2023

Jerry Haddix
City Administrator
City of South Lebanon
101 N. High Street
South Lebanon, OH 45065

Re: Engineering Services Proposal for Preparation of Separate Water Utility and Wastewater Utility Rate Studies

Dear Mr. Haddix,

As we recently discussed with Jerry Haddix, we are pleased to provide this engineering services proposal for the preparation of a Water Utility Rate Study and a Wastewater Utility Rate study for the Village of South Lebanon:

<u>Task</u>	<u>Proposed Fee</u>
Prepare Water Utility Rate Study	\$15,000.00
Prepare Wastewater Utility Rate Study	\$15,000.00
Total	\$30,000.00

The proposed rate studies would compile historical utility revenues, expenses, and current operating costs. That information along with possible additional capital expenses would be utilized to project future revenue requirements for each utility. We would expect to receive the following historical data from South Lebanon for the past five (5) years (2018 - 2022) including:

- Water Purchased/Wastewater Treatment Purchased (Total Annual)
- Utility Revenues
- Utility Operation and Maintenance Expenses
- Utility Debt Service
- Utility Capital Expenses.

The historical data will be used to project future utility revenues and expenses for the next five years (2024 -2028). South Lebanon would also furnish any anticipated capital improvements projects over the next five years. We will work together with you and your staff to develop future projections of utility operation and maintenance costs, debt service, capital expenses, and required revenues (and associated rates) that would be needed to meet current and future bond coverage requirements.



Please call me if you have any questions concerning this matter.

If this proposal is acceptable to the Village of South Lebanon, please execute and return one (1) copy.

Respectfully yours,

A handwritten signature in blue ink that reads "Michael Jacobs".

Michael Jacobs, P.E.

ACCEPTED BY:

Village of South Lebanon



Study Outline Water Utility Rate Study

1. Purpose of Study
2. Background
3. Existing Water Utility Rate Structure
4. Review of Historical Revenues and Expenses (2018 - 2022)
5. Projected Revenues and Expenses without Rate Adjustment (2024 - 2028)
6. Projected Revenues and Expenses with Rate Adjustment (2024 - 2028)
7. Summary
8. Conclusions

Appendices:

- Bond Debt Amortization Schedule
- Oakwood Annual Combined Water and Sewer Rate Survey (for comparison with other Southwest Ohio utilities)



Study Outline Wastewater Utility Rate Study

1. Purpose of Study
2. Background
3. Existing Wastewater Utility Rate Structure
4. Review of Historical Revenues and Expenses (2018 - 2022)
5. Projected Revenues and Expenses without Rate Adjustment (2024 - 2028)
6. Projected Revenues and Expenses with Rate Adjustment (2024 - 2028)
7. Summary
8. Conclusions

Appendices:

- Bond Debt Amortization Schedule
- Oakwood Annual Combined Water and Sewer Rate Survey (for comparison with other Southwest Ohio utilities)

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the City of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "City") and GRW, Inc., organized under the laws of the State of Kentucky as a Corporation, whose address is 801 Corporate Drive, Lexington, Kentucky 40503 ("Consultant").

The City and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the City, to the following terms, conditions and obligations.

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to the preparation of separate water utility and wastewater utility rate studies, all in accordance with the scope of work described in Exhibit 1 herein.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by the City and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

SECTION 3 - THE CITY'S RESPONSIBILITIES

The City shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Basic Services in the possession of the City including any previous reports and any other data relative to the Project as listed in Exhibit 1.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.
- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other Consultants as the City deems appropriate for such

examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the City and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. Designate in writing the person or persons to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the City, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required. (Intentionally Omitted)
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the City, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by City.
- 4.4. If the City has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the City and the Consultant of a written Schedule.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1. For Basic Services. The City shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$30,000.00.** The City shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the City.

- 5.1.2 For Additional Services. The City shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

5.2 Times of Payments.

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The City shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the City Council's regularly scheduled Council Meeting on the 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

- 5.3.1. If the City fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the City, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the City under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the City upon request prior to final payment for Consultant's services.

5.4 Definitions

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

6.2 Reuse of Documents.

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the City's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the City to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the City and Consultant.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

- 6.4.1. The City and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the City and Consultant.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

6.7 Waiver

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

6.9 Parties

Whenever the terms "the City" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the City and the Consultant.

6.10 Headings

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The City of South Lebanon, Ohio
Attn. City Administrator
10 N. High Street
South Lebanon, OH 45065

Consultant: GRW, Inc.
Attn.
Address: 801 Corporate Drive
Address: Lexington, Kentucky 40503

6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the City with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the City. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the City in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

(d) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant shall name the City, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the City, and shall furnish the City with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the City with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the City with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions, if any:

7.1.1 None

7.2. The following Exhibits are attached to and made a part of this Agreement:

Exhibit "1"

SECTION 8 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the City and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 10 – INDEMNIFICATION

Consultant will, to the extent allowed by law, indemnify and save the City harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the City's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement. Nothing in this Agreement shall require the Consultant to provide indemnification that would be in violation of the provisions found in Ohio Revised Code § 153.81.

[the remainder of this page is blank]