RESOLUTION NO. 40-2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL SUBMITTED BY FISHBECK, THOMPSON, CARR & HUBER, INC. FOR PROFESSIONAL SERVICES TO UPDATE THE STORM WATER MANAGEMENT PLAN.

WHEREAS, Council desires to update the existing Storm Water Management Plan based on the recommendation of the Ohio Environmental Protection Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to accept the proposal submitted by Fishbeck, Thompson, Carr & Huber, Inc. for professional services in an amount not to exceed $17,500.00 to update the City's Storm Water Management Plan. The terms and conditions of said proposal are marked Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: August 25, 2015

ATTEST:

Clerk of Council

APPROVED:

Mayor

First reading: August 11, 2015

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

Clerk of Council
City of Monroe, Ohio

June 30, 2015

Mr. Daniel J. Arthur, PE
Director of Public Works
City of Monroe
1000 Holman Avenue, P.O. Box 330
Monroe, OH 45050

Re: Proposal for Professional Services – Storm Water Management Plan Update

Dear Mr. Arthur:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide this proposal to provide professional services for the update of the City of Monroe (City) storm water management plan. Our understanding of the project was based on the discussions between the City (William J. Brock, PE, Daniel J. Arthur, PE and Jordan Parker) and FTCH (Peter W. Soltys, PE, Rick Miller, PE, and Alan Aspacher, PE) at the meeting on June 3, 2015.

Background

In 1972, the U.S. Congress passed the Clean Water Act (CWA) that included Section 402 requiring the U.S. Environmental Protections Agency (USEPA) to develop and implement the National Pollution Discharge Elimination System (NPDES) program. On December 8, 1999, the USEPA implemented Phase II of the NPDES program. Under NPDES Phase II, municipal separate storm sewer systems (MS4) located in municipalities serving a population of 10,000 or more or with a population density of 1,000 per square mile or more were required to implement six minimum control measures to reduce pollution to surface waters resulting from storm water runoff. The NPDES Phase II program also required surface water pollutant control measures for construction sites with areas of 1 acre or more.

The CWA allowed USEPA to authorize the NPDES Permit Program to state governments, enabling states to perform many of the permitting, administrative, and enforcement aspects of the NPDES Program. Ohio, specifically the Ohio Environmental Protection Agency (OEPA), was authorized to implement CWA programs. The OEPA developed general permits for MS4's and construction activity beginning in 2003 and the City of Monroe (City) was required to file a Notice of Intent (NOI) to be covered by OEPA's general permits by March 10, 2003. Besides filing an NOI with the OEPA, the City was required to develop a storm water management program that addressed the six minimum control measures:

- Public Education and Outreach
- Public Participation/Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Runoff Control
- Post-Construction Runoff Control
- Pollution Control/Good Housekeeping

The City submitted their initial NOI and storm water management program to the OEPA in 2003 and has submitted annual reports to the OEPA since that time. The OEPA renewed the general permit for MS4's two times since the original permit in 2003 and the latest permit (NPDES Permit No. OHQ000003) is dated September 11, 2014. The construction activity general permit has also been renewed two times with the latest version (OEPA Permit No. OHC000004) dated April 11, 2013.

In meetings with the City, the OEPA Southwest District Office has suggested that the City consider revising their existing storm water management program. FTCH proposes to complete the following scope of services to identify possible updates to the storm water management program as well as evaluate the current storm water utility fee structure for industrial/commercial properties.

Scope of Services

FTCH will perform the following tasks to evaluate updates to the City of Monroe storm water management program.

Storm Water Management Plan

1. FTCH will meet with the Ohio Environmental Protection Agency (OEPA), Southwest District Office (Chris Cotton) at the City of Monroe to discuss the City's current storm water management program, any suggested changes that the OEPA may have for the program, and anticipated future changes to the OEPA's storm water pollution control program.
2. FTCH will review the Monroe Code of Ordinances, Chapter 1028 - Comprehensive Storm Water Management and Chapter 1048 – Storm Water Utility, and offer recommendations for revisions in accordance with the discussion with OEPA (Task 1) and the latest revisions to the following OEPA General Permits:
   - NPDES Permit No.: OHQ000003, Authorization for Small Municipal Separate Storm Sewer Systems to Discharge Storm Water Under the National Pollutant Discharge Elimination System, dated September 11, 2014.
   - OEPA Permit No.: OHC000004, General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System, dated April 11, 2013.
3. FTCH will perform a windshield tour of the City of Monroe to determine possible sites and applications for storm water infrastructure improvements in accordance with the emphasis on green infrastructure in the latest OEPA general permit for municipal separate storm sewer systems (MS4).

Industrial/Commercial Storm Water Utility Rates

1. FTCH will meet with the City to discuss the current storm water maintenance and improvement budget, planned improvements over a five year and ten year time frame, and anticipated maintenance budgets for the next ten years.
2. FTCH will conduct a survey of industrial/commercial storm water utility service rates for communities in Ohio to determine if the City of Monroe rate is consistent with other communities.
3. FTCH will obtain the list of current impervious areas for all of the properties in Monroe from the City.

4. FTCH will review the City's comprehensive plan to estimate the possible future residential and industrial/commercial development impervious areas.
5. FTCH will recalculate the average residential impervious area to redefine the Equivalent Residential Unit (ERU) based on the possible future residential development obtained from the City's comprehensive plan. FTCH will use this average residential impervious area to recalculate the ERU's for the industrial/commercial properties, both existing and planned.
6. Using the new ERU's for the industrial/commercial properties and assuming that all residential properties are 1 ERU, FTCH will calculate the estimated annual income for storm water maintenance and improvements in the City based on the existing rate structure. FTCH will compare the annual income using the existing rate structure with the anticipated budget needed to maintain and improve the storm water drainage system over the next ten years. If the anticipated income does not meet the anticipated budgetary needs, FTCH will recalculate the required industrial/commercial rates to determine the rates needed to support the required maintenance and improvement budgets.
7. In accordance with the new OEPA emphasis on implementing green infrastructure as part of a community storm water management program in the latest general permit for municipal separate storm sewer systems, FTCH will develop a schedule of credits that can be offered to industrial/commercial property owners to encourage the implementation of green infrastructure measures to treat and reduce storm water runoff.

Summary Report

FTCH will summarize our review of Monroe's storm water management program in a report that will include:

- A summary of our discussion with the OEPA regarding the existing storm water management plan and potential future changes to the OEPA general permit requirements.
- Recommendations for revisions to the existing City storm water ordinances based on the latest revisions to Ohio's general permits for MS4's and construction activity.
- A summary of our calculations and recommendations regarding the City's industrial/commercial storm water utility rates.
- Recommendations for green infrastructure improvements that can be made in accordance with the latest OEPA general permit for MS4's.

FTCH will provide five copies of the Summary Report under this Contract. Within two weeks of the City's receipt of the Summary Report, FTCH will meet with the City to discuss the report findings.

Professional Services Fee

FTCH can start immediately on this project, and anticipate it will take about four weeks to complete contingent upon the date on which the OEPA agrees to meet with the City to discuss possible storm water management plan updates as a result of their general permit revisions. Our lump sum fee to perform the storm water management plan update and evaluation of the industrial/commercial storm water utility rates is Seventeen Thousand Five Hundred Dollars ($17,500).

Authorization

Enclosed are two Professional Services Authorization forms. If you concur with our scope of services, please sign both originals, retain one for your files, and return the other to FTCH to the attention of Ms. Sue Berger. This proposal is made subject to the enclosed Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Thank you for this opportunity to work with the City of Monroe on this interesting project. If you have any questions regarding this proposal, please contact Peter W. Soltys at 513.247.8564.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

Peter W. Soltys, PE, PH

Allen J. Aspacher, PE

sb
Attachments

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME	Storm Water Management Plan Update
FTCH CONTACT	Peter W. Soltys, PE, PH
CLIENT	City of Monroe
CLIENT CONTACT	Mr. Daniel J. Arthur, PE
ADDRESS	1000 Holman Avenue, P.O. Box 330, Monroe, OH 45050

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

SCOPE OF SERVICES:

Provide professional services for the update of the City of Monroe storm water management plan.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

☑ **Terms and Conditions for Professional Services, attached.**
☑ **Proposal dated** June 30, 2015
☐ **Other:**

METHOD OF COMPENSATION:

☑ **Lump Sum for Defined Scope of Services**
☐ **Hourly Billing Rates plus Reimbursable Expenses**
☐ **Other:**

Budget for above Scope of Services:

Seventeen Thousand Five Hundred Dollars ($17,500).

ADDITIONAL PROVISIONS (IF ANY):

None.

APPROVED FOR:		**ACCEPTED FOR:**	
City of Monroe		**Fishbeck, Thompson, Carr & Huber, Inc.**	
BY:		**BY:**	
TITLE:		**TITLE:**	Senior Vice President
CONTRACT DATE:		**DATE:**	June 30, 2015

Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.

2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.

3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.

4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.

5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.

6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.

7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.

8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.

9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

   CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

   If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

   In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.

11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of $50,000 or the amount of the fee earned under this Agreement.