

**FAIRFIELD TOWNSHIP**  
**RESOLUTION NO. 26-87**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN  
AGREEMENT WITH MS CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES FOR  
RIGHT-OF-WAY ACQUISITION SERVICES TO CONSTRUCT SIDEWALKS AND  
PEDESTRIAN CROSSINGS ALONG MORRIS ROAD AND PRINCETON ROAD TO  
IMPROVE SAFETY AT FAIRFIELD EAST ELEMENTARY SCHOOL**

**WHEREAS:** Fairfield Township intends to enter into an agreement with a contractor to provide professional services for Right-of-Way Acquisition Services to construct sidewalks and pedestrian crossing along Morris Road; and

**WHEREAS:** It will be necessary to retain a firm to provide these services as it pertains to appraisals, title searches and negotiating with property owners for any right-of-way acquisition that may be necessary; and

**WHEREAS:** The Board of Trustees of Fairfield Township have received a fee proposal from MS Consultants to provide professional services including project management, appraisals and title searches at a maximum cost not to exceed \$12,870.00; and

**WHEREAS:** The Board of Trustees of Fairfield Township have received a fee proposal from MS Consultants to provide right-of-way acquisition, services for negotiations, closings, relocation assistance and project management at a maximum cost not to exceed \$17,725.00; and

**WHEREAS:** The Board of Trustees of Fairfield Township wish to employ MS Consultants to provide the services set forth in Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board of Trustees hereby approves the fee schedule of MS Consultants attached as Exhibit "A" and authorizes the Township Administrator to execute the contract.

**SECTION 2:** That the fees associated with this project have been budgeted for and will be paid by the Ohio Department of Transportation. If there are any costs associated for ROW acquisition, the township may have to pay for those costs up front, but will be reimbursed by ODOT at a later date.

**SECTION 3:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 4:** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 5:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 6:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** September 8, 2026

**Board of Trustees**

Michael Berding: \_\_\_\_\_

Shannon Hartkemeyer: \_\_\_\_\_

Joe McAbee: \_\_\_\_\_

**Vote of Trustees**

yes

yes

NO

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 8th day of Sept., 2026.

**ATTEST:**

Shelly Schultz  
Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

Katherine Barbieri  
Katherine Barbieri, Township Law Director

Fairfield Township, Butler County

AGREEMENT NO. 44595

This Agreement No. 44595 entered into this \_\_\_\_\_, 2026 by and between the Fairfield Township, Butler County OH, acting by and through the Township Administrator, hereinafter referred to as the Township, and MS Consultants, Inc., hereinafter referred to as the Consultant, with an office located at 2221 Shrock Rd Columbus, OH 43229

WITNESSETH:

That the Township and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the Township for Right of Way Acquisition Services to Construct sidewalk and pedestrian crossings along Morris Rd (TR-106) and Princeton Rd (CR-18) in Fairfield Township to increase connectivity and safety at Fairfield East Elementary School. 122252 BUT Fairfield East SRTS 2024

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Township and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The Township agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Right of Way Acquisition Services for Titles, Appraisal, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Twelve Thousand eight hundred seventy Dollars (\$12,870.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

| <i>Item</i>                   | <i>Unit</i> | <i>Per Each</i> |
|-------------------------------|-------------|-----------------|
| Project Management            |             |                 |
| Project Management            | 4 parcel    | \$360.00        |
| Appraisals                    |             |                 |
| RE-95 Preparation             | parcel      | 0.00            |
| Value Finding                 | 1 parcel    | 2500.00         |
| Value Analysis                | 2 parcel    | 1140.00         |
| Value Analysis w cost to cure | 1 parcel    | 1370.00         |
| Project Data Book             | parcel      | \$0.00          |
| Title Researches              |             |                 |
| Full Title (42 year)          | 4 parcel    | \$960.00        |
| Abbreviated Title Report      | parcel      | .00             |
| Project management            | 4 parcel    | 360.00          |
|                               |             | 12870           |

**Part 1: Right of Way Acquisition Services for Appraisal Review and Project Management.**

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed \*\*\* Dollars (\$\*\*\*,000.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

| <i>Item</i>                              | <i>Unit</i> | <i>Per Each</i> |
|------------------------------------------|-------------|-----------------|
| Project Management                       |             |                 |
| Project Management for Appraisal Reviews | parcel      | \$0.00          |
| Appraisal Reviews                        |             |                 |
| Summary RW Appraisal                     | parcel      | \$0.00          |
| Limited Scope Summary Appraisal          | parcel      | \$0.00          |
| Value Finding                            | parcel      | \$0.00          |
| Value Analysis                           | parcel      | \$0.00          |
| USPAP Review                             | parcel      | \$0.00          |
| Appraisal scoping checklist              | parcel      | \$0.00          |
| Appraisal Problem Analysis               | parcel      | \$0.00          |

**Part 2: Right of Way Acquisition Services for Negotiations, Closings, Relocation Assistance, and Project Management.**

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Seventeen Thousand seven hundred twenty five Dollars (17,725.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

| <i>Item</i>                                                         | <i>Unit</i> | <i>Per Each</i> |
|---------------------------------------------------------------------|-------------|-----------------|
| Project Management                                                  |             |                 |
| Project Management                                                  | 4 parcels   | \$360.00        |
| Negotiations                                                        |             |                 |
| Negotiation                                                         | 4 parcel    | \$1440.00       |
| Negotiation Packets                                                 | 4 parcel    | \$1440.00       |
| Closings                                                            |             |                 |
| Mail Out                                                            | 4 parcel    | \$625.00        |
| Formal                                                              | parcel      | \$0.00          |
| Property Management                                                 | parcel      | \$0.00          |
| Specialty Appraisal Studies<br>(Parking, Rent, Architectural, etc.) | parcel      | \$0.00          |
| Title update for Appropriation                                      | 1 parcel    | \$325.00        |
| Copies, Mailing and Recording Fees<br>\$500.00 Maximum              | N/A         | Actual Costs    |
| RW Cost Estimates                                                   | parcel      | \$0.00          |
|                                                                     |             |                 |

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Thirty thousand five hundred ninety five Dollars (\$30,595.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Township may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) **The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).**
- (c) **The attached Final Scope of Services Minutes dated 6/26/24.**
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://budget.ohio.gov/TravelRule>).

#### CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised

Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township Administrator.

MS Consultants, Inc.

By: James Viau

Print: James Viau

Title: Real Estate Technical Services Manager

Township of Fairfield, Butler County

\_\_\_\_\_

Township Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_