

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**City of Fairfield City Council
Regular Meeting Agenda
Monday, March 10, 2025 7:00 PM
5350 Pleasant Avenue, Fairfield, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

Council-Manager Briefing

None.

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Councilmember Matt Davidson

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Mid-American Soccer Classic (MASC) - John Harmon, Fairfield Optimist Club
2. Danny Crank, Butler County Recorder

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

1. Special Meeting Minutes - February 22, 2025
2. Regular Meeting Minutes - February 24, 2025
3. Special Meeting Minutes - March 1, 2025

Old Business

1. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.
 - Legislation - Third Reading
 - Motion - Adoption
- b. Ordinance to authorize the City Manager to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company LLC, and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive and declaring an emergency.
 - Legislation - Second Reading
 - Motion - Suspend Third Reading
 - Motion - Adoption

New Business - Motion to Read All New Business by Title Only

1. Community & Public Relations - Councilmember Gwen Brill

- a. Simple Motion: Motion to approve the following 2025 Boards/Commissions Appointments effective April 1, 2025:

Anthony Rawe - Board of Zoning Appeals, term expires 3/31/30
Carol Mayhall - Civil Service Commission, term expires 3/31/28
Megan Murray - Parks & Recreation Board, 1st Ward Seat, term expires 3/31/28
Mindy Muller - Parks & Recreation Board, 4th Ward Seat, term expires 3/31/28
Don Hassler - Planning Commission, 2nd Ward Seat, term expires 3/31/29
Scott Lepsky - Planning Commission, 4th Ward Seat, term expires 3/31/29
William Biddinger - Income Tax Board of Review, term expires 3/31/27
Carl Wildow - Income Tax Board of Review, term expires 3/31/27

2. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with Choice One Engineering for Right of Way research for Route 4.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

- b. Ordinance to authorize the City Manager to execute a contract with Fishbeck for preliminary design of a replacement structure for the Augusta Boulevard Bridge and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- c. Ordinance to authorize the City Manager to enter into a contract with Neyra Paving for the proposed sidewalk along east side of Route 4 (between Donald and Hicks) and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adopt

3. Finance & Budget - Councilmember Tim Meyers

- a. Resolution to approve and adopt the City of Fairfield, Ohio 2025-2029 Capital Improvement Program.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adopt
- b. Ordinance authorizing the issuance of not to exceed \$4,758,000 of various purpose bond anticipation notes, series 2024, 2025 renewal, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adopt
- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.” Contractual Appropriations: \$2,164,669 total (Detail: \$1,475,000 for Annual Concrete Curb and Sidewalk Program (Public Works - existing contract); \$215,000 for Route 4 sidewalk (Public Works); \$120,000 for Route 4 Right-of-Way Research (Public Works); \$54,669 for August Blvd. Bridge design (Public Works); \$300,000 for Forest Fair Mall Development Agreement (Development Services))
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

\$1,475,000 - 2024-2026 Concrete Curb Program and Concrete Sidewalk Program

Construction Appropriation for 2025 (Public Works - existing contract)

- d. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Non-Contractual Appropriations: \$169,322 total (see attached for detail)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

\$18,282.00 - Materials to upgrade the water main on Wittenberg Drive (Public Utilities - Water Division)

\$6,100 - Well / Pump Flow Testing (Public Utilities - Water Division)

\$34,940 - Emergency Drainage Repair near 1190 Hicks Boulevard (Public Works)

\$40,000 - Fire hose and firefighting equipment purchase (Fire Department)

\$70,000 - Personal Protective Clothing (Fire Department)

Meeting Schedule

Monday, March 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, April 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, April 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

MINUTES

Fairfield City Council Special Meeting of Council February 22, 2025

Call to Order

Mayor Rhodus called the Special Meeting of February 22, 2025 to order at the Fairfield Municipal Building, 5350 Pleasant Avenue at 8:55 AM. Councilmembers present were Leslie Besl, Dale Paullus, Debbie Pennington, Tim Meyers and Gwen Brill.

Councilmember Paullus, seconded by Councilmember Brill, moved to excuse Councilmembers Kraft and Davidson. Motion carried 5-0.

Executive Session

Councilmember Besl, seconded by Councilmember Pennington, made a motion for Executive Session to consider the appointment of public officials. Motion carried 5-0. Council recessed to executive session at 9:00 AM. Council resumed open session at 11:45 AM.

Adjournment

The meeting adjourned at 11:59 AM.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date approved: _____

**City of Fairfield Minutes
Regular Meeting of City Council
February 24, 2025**

Council-Manager Briefing

5:30 PM - Capital Improvement Program 2025-2029

Vice Mayor Kraft called the briefing to order at 5:30 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill. Staff members present: Scott Timmer, Diana Davenport, Alisha Wilson, Steve Wolterman, Adam Sackenheim, Laurie Murphy, Jason Hunold, Mandi Brock, Carol Mayhall, Tami Moore, Steve Maynard, Ben Mann, Tom Lakamp and Greg Kathman.

Finance Director Diana Davenport and senior staff presented the 2025-2029 Capital Improvement Program. See attached slides.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 7:05 PM.

Prayer/Pledge of Allegiance

Councilmember Meyers led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Councilmember, 1st Ward Leslie Besl
Councilmember, 2nd Ward Dale Paullus
Councilmember, 3rd Ward Debbie Pennington
Councilmember, 4th Ward Adam Kraft
Councilmember, At-Large Tim Meyers
Councilmember, At-Large Matt Davidson
Councilmember, At-Large Gwen Brill

Agenda Modifications

None.

Executive Session Requests

Councilmember Davidson, seconded by Councilmember Meyers, moved for Executive Session to discuss the appointment of public official. Roll call vote. Motion carried 7-0.

Special Presentations

None.

Citizen Comments

None.

Council Reports

Councilmember Brill thanked all applicants to Boards and Commissions.

Councilmember Pennington announced that Public Works will begin accepting applications for the second year of the residential tree program soon. Details are available in the Fairfield Flyer and on the website.

Councilmember Besl announced that the Parks and Recreation Department is nominated for several Best of Butler County awards. Residents can vote online through March 14. She also announced that crews have been pruning trees and fixing up restrooms in parks for use.

Mayor Rhodus welcomed a member of the youth commission that attended the briefing and will present a summary to the youth commission in April.

Councilmember Davidson announced that Davidson Law Offices was also nominated for Best of Butler County.

Councilmember Kraft commented that it was an excellent presentation of the CIP and thanked the staff for their hard work.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - February 10, 2025

The Regular Meeting Minutes of February 10, 2024 were approved as written and submitted.

Old Business

1. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

Councilmember Adam Kraft, seconded by Matt Davidson, moved to amend per Planning Commission recommendation. Motion Yes 7, No 0, Abstained 0.

Councilmember Kraft presented the second reading of this ordinance.

2. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to execute a real estate exchange agreement

with the City of Hamilton, Ohio.

Councilmember Davidson presented the third reading of this ordinance.

Councilmember Matt Davidson, seconded by Gwen Brill, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 14-25. APPROVED 7-0.

New Business - Motion to Read All New Business by Title Only

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 7-0.

1. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company LLC, and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive and declaring an emergency.

Redevelopment of the former Forest Fair Mall property is a challenging prospect in part due to financing structures established when the mall was renovated by the Mills Corporation in the early 2000s. At that time, a tax increment financing (TIF) agreement was executed between the previous original developer, the City of Fairfield, and the Fairfield City School District.

Under the TIF agreement, the Fairfield City School District was entitled to receive annual compensation payments. Throughout the transfers of ownership of the mall property and its overall decline and decreased retail occupancy, these payments went into default. The school district estimates that the outstanding payments now exceed \$1.2 million.

A \$7.9 million grant for demolition of the mall property has been awarded to the Butler County Land Bank by the Ohio Department of Development. The funding is contingent upon the agreement of the City of Fairfield and City of Forest Park. The City of Fairfield desires to resolve all outstanding encumbrances of the mall property, including the outstanding school payments.

Approval of the ordinance would authorize the City Manager to enter into a Development Agreement with Fairfield City Schools, Cincinnati Holding Company (current mall owner), and a to-be determined entity related to Hillwood (proposed developer). The agreement requires the current owner and developer to each pay \$300,000 to Fairfield City Schools at the time of closing of the sale of the mall property. The City would then pay \$300,000 to the school district within 30 days of the closing date. These collective payments and the planned termination of the TIF agreement will satisfy all school payment requirements.

It is recommended that City Council suspend the rules requiring a third reading of this ordinance and approve the ordinance as emergency after the second reading on March 10.

Councilmember Kraft presented the first reading of this ordinance.

2. Public Safety - Councilmember Dale Paullus

- a. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Wawa Midwest LLC dba Wawa 7208, 7075 Dixie Highway, Fairfield, OH 45014 (Permit Class C2).

Councilmember Dale Paullus, seconded by Debbie Pennington, moved to not request a hearing. Motion carried Yes 7, No 0, Abstained 0.

SIMPLE MOTION NO. 2-25. APPROVED 7-0.

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into an electric aggregation agreement with an electric supplier as recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed thirteen (13) months and declaring an emergency.

It is recommended that City Council authorize the City Manager to enter into an Electric Aggregation Agreement with an Electric Supplier as recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is at or below \$0.095/kwh at the time of execution, for a period not to exceed 13 months. This rate is for electric generation only.

This authorization allows the City Manager to execute this agreement at any time between 2/25/2025 and 5/30/2025, as dictated by energy market considerations.

Councilmember Davidson presented the first reading of this ordinance.

Councilmember Matt Davidson, seconded by Gwen Brill, moved to suspend second and third readings.. Motion Yes 7, No 0, Abstained 0.

Councilmember Matt Davidson, seconded by Tim Meyers, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 15-25. APPROVED 7-0.

4. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with Barrett Paving Materials, Inc. for the 2025 Asphalt Resurfacing Project

This project is programmed in the 2025-2029 Capital Improvement Program under 5PW06 and will resurface approximately 19.42 lane miles of roadway which along with other capital projects bring the 2024 paving total to 23.9 lane miles and meets Council's annual

goal for the paving program.

The City Council has historically approved funding for an annual street paving program for work done in conjunction with the Concrete Curb Replacement Program. The Public Works Department has developed a program for budgeting and scheduling needed overlays of streets in relation to several factors including deterioration, age, ride-ability, etc.

The areas scheduled for repaving this year are listed on the City's website and attached.

Public Works advertised this project and bids were opened on February 10, 2025 for the 2024 Asphalt Resurfacing Project. Three (3) bids were received. The complete bid results are attached.

The lowest and best bidder is Barrett Paving Materials, Inc. (Middletown, Ohio).

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Dale Paullus, moved to suspend second and third readings. Motion Yes 7, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Dale Paullus, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 16-25. APPROVED 7-0.

5. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 3-25 and all amendments thereto and declaring an emergency.

The collective bargaining agreements for IUOE and AFSCME provide for annual increases on March 1 and April 1, respectively, of each year of the contract. This ordinance reflects the salary ranges increased by 2.5% effective March 1, 2025 for IUOE members and April 1, 2025 for AFSCME members. The maximum amount in the wage range for part-time positions was increased by 3% in order to recruit quality candidates and to stay competitive in the market.

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion Yes 7, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 17-25. APPROVED 7-0.

- b. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Contractual Appropriations: \$2,400,000 total (see attached for detail: \$2,290,000 for Annual Street Paving Program (Public Works); \$110,000 for Sanitary Sewer Lining(Public Utilities))

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion Yes 7, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Debbie Pennington, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 18-25. APPROVED 7-0.

\$110,000.00 - Wastewater Division - CIPP Lining of Sanitary Sewers (Public Utilities)

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Non-Contractual Appropriations: \$61,500 total (see attached for detail)

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion Yes 7, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Adam Kraft, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 19-25. APPROVED 7-0.

\$14,750 - Water Division - Major Process Equipment (Public Utilities)

\$26,750 - Wastewater Division - Turblex Blower Service(Public Utilities)

\$20,000.00 - Water Division - Professional and engineering services (Public Utilities)

Meeting Schedule

Monday, March 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
Monday, March 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
Monday, April 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:30 PM.

Adjournment

The Regular Meeting adjourned at 8:15 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved:



2025-2029 Capital Improvement Program

Finance Department

Agenda

- Overview
 - ✓ Program
 - ✓ Prioritization
 - ✓ Program Summary
 - ✓ Cash Flows
- Public Safety
 - ✓ Police
 - ✓ Fire
- General Government
 - ✓ Development Services
 - ✓ Finance
 - ✓ City Manager's Office
- Transportation/Infrastructure
 - ✓ Fleet
 - ✓ Facilities
 - ✓ Street
- Leisure Activities
 - ✓ Parks
 - ✓ Golf/Aquatic
- Public Utilities
 - ✓ Water
 - ✓ Wastewater

Capital Improvement Program (CIP)

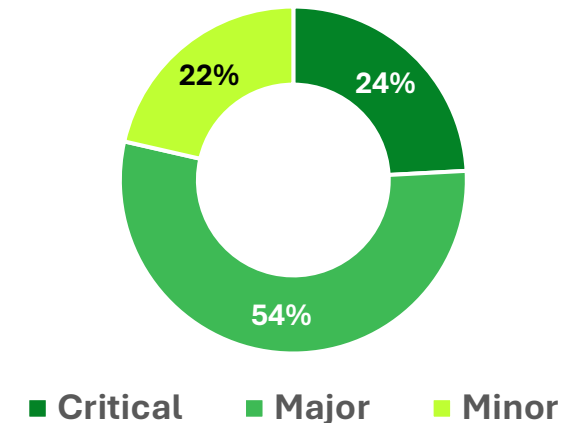
- Five-Year CIP
 - ✓ Represents a long-term financial plan, including funding sources.
 - ✓ Establishes priorities and serves as a planning document or blueprint for the City's investment in capital infrastructure.
 - ✓ Provides a breakdown of major project costs and phasing.
 - ✓ Does not appropriate money. The Annual Operating Budget and appropriation ordinance(s) are the mechanisms which authorize actual funding authority for capital projects.
- Need Definitions
 - ✓ Mandated – legal, public health, safety, or welfare
 - ✓ Service Level – maintain current, improve current, or improve efficiency or convenience
 - ✓ Development Driven – economic growth, public/private partnership or quality of life

Capital Improvement Program – Priority & Need

- Priority
 - ✓ Critical – essential; results in an emergency without it
 - ✓ Major – serious; needs attention or is large in scope
 - ✓ Minor – not serious; lesser in importance

Year	Critical	Major	Minor	Total
2025	6,459,000	15,146,838	5,809,350	27,415,188
2026	5,025,000	14,605,905	3,663,500	23,294,405
2027	4,580,000	7,832,000	6,996,500	19,408,500
2028	10,305,000	28,875,000	8,298,350	47,478,350
2029	10,155,000	15,815,000	7,677,000	33,647,000
	36,524,000	82,274,743	32,444,700	151,243,443
	24.1%	54.4%	21.5%	

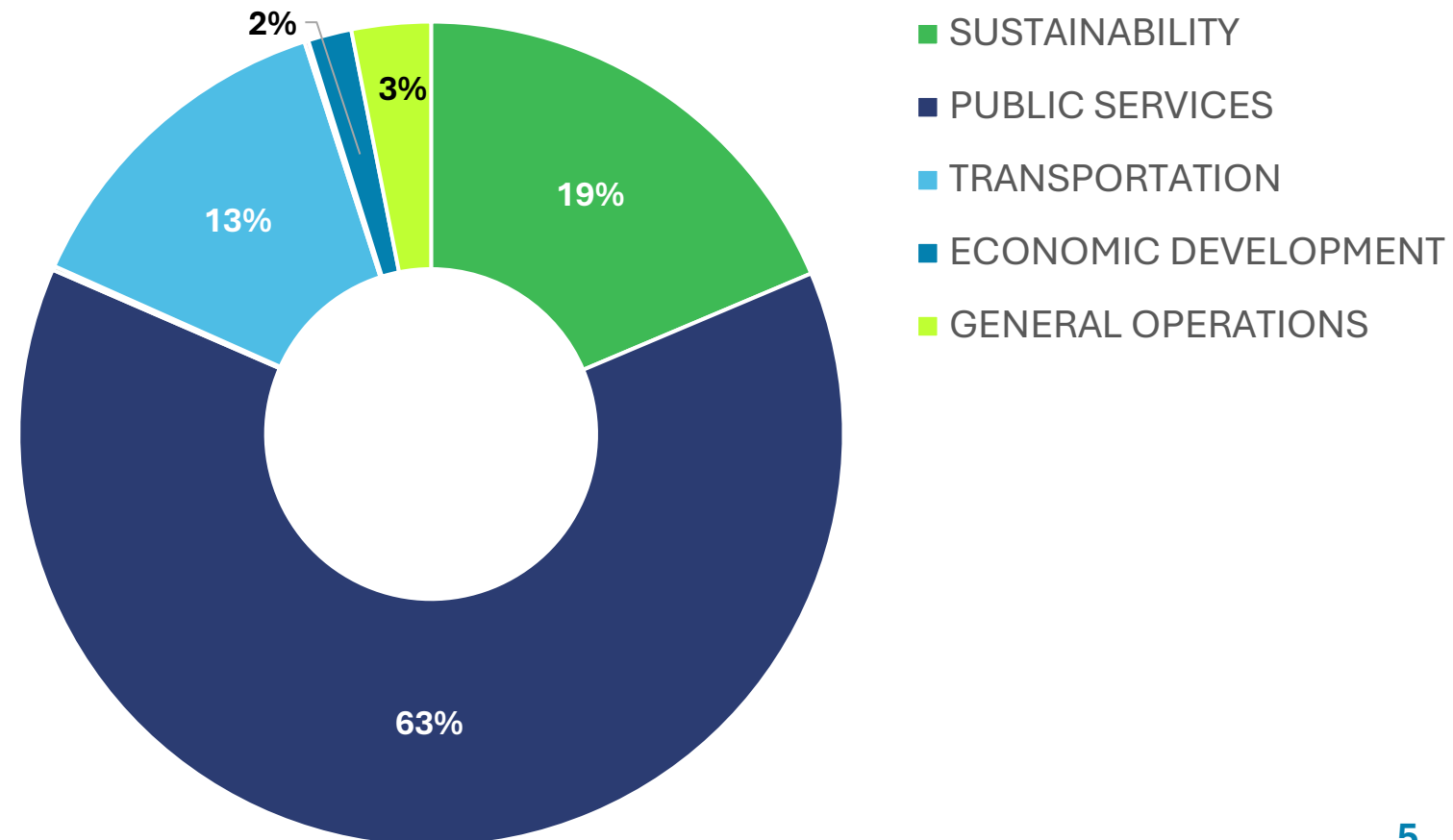
Priority Breakdown



Capital Improvement Program – Goal Alignment

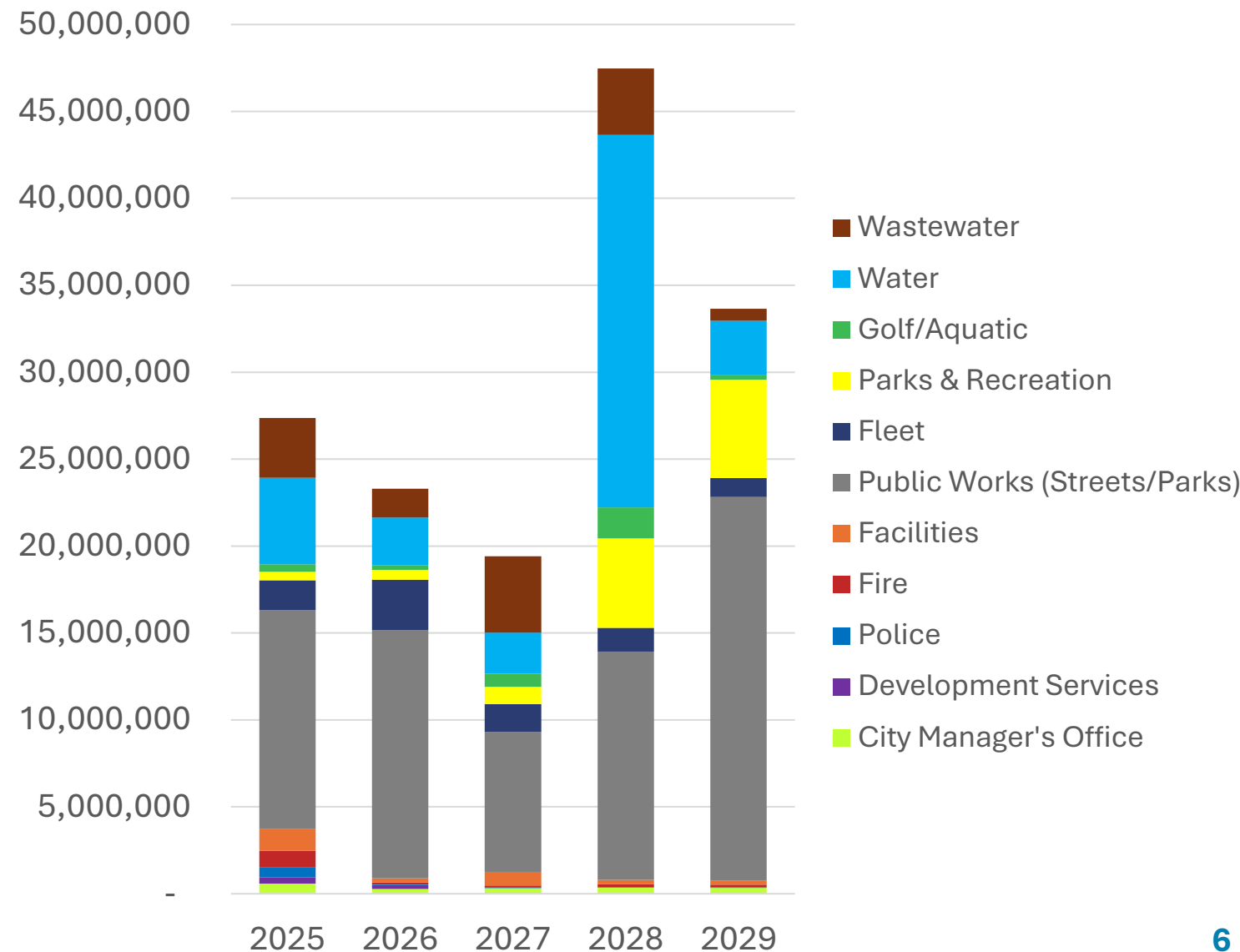
- **Continued in 2025:** Fairfield Forward Comprehensive Plan Goal Alignment

- ✓ Land Use and Zoning
- ✓ Housing
- ✓ Transportation
- ✓ Economic Development
- ✓ Public Services
- ✓ Sustainability



Capital Improvement Program – By Year

- Projects
 - ✓ 5 Year CIP = \$151,243,443
- By Year
 - ✓ 2025: \$27.4 M
 - ✓ 2026: \$23.3 M
 - ✓ 2027: \$19.4 M
 - ✓ 2028: \$47.5 M
 - ✓ 2029: \$33.6 M



Capital Improvement Program – Project Funding

- Sources
 - ✓ Income Tax
 - General Fund
 - Capital Improvement Fund
 - Street Improvement Fund
 - ✓ Charges For Service
 - Water
 - o Water Revenue
 - o Water Replacement & Improvement
 - o Water Surplus
 - Wastewater
 - o Sewer Revenue
 - o Sewer Replacement & Improvement
 - o Sewer Surplus
- Cash Flows
 - ✓ Revenues estimated conservatively
 - ✓ Expenditures projected aggressively

General Fund

Beginning Unreserved Fund Balance	\$30.7 M
Revenues – Estimated	\$41.1 M
Expenditures – Projected	\$41.1 M
Ending Unreserved Fund Balance	\$30.7 M

Capital Improvement Fund

Beginning Unreserved Fund Balance	\$2.1 M
Revenues – Estimated	\$5.4 M
Expenditures – Projected	\$6.9 M
Ending Unreserved Fund Balance	\$600 K

FAIRFIELD

PUBLIC SAFETY

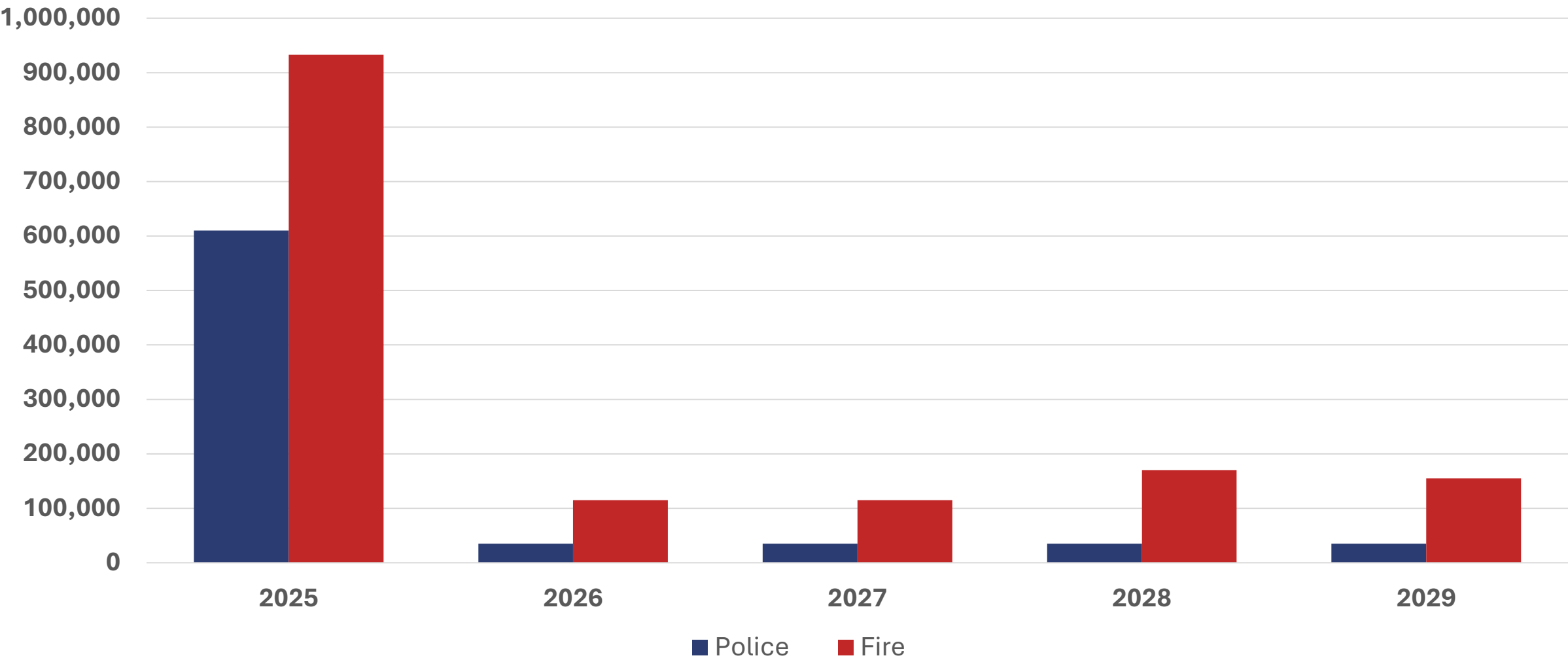
POLICE DEPARTMENT



FIRE DEPARTMENT



Public Safety – Police & Fire



Public Safety – Police

- 2025 – 5 Projects
 - ✓ 1 Critical (\$400 K)
 - 5PD10 – Emergency Weather System (\$400 K)
 - ✓ 1 Major (\$50 K)
 - 5PD03 – Update Faro 3D Crime Scene (\$50 K)
 - ✓ 3 Minor (\$160 K)
 - 5PD01 – Police Vehicle Equipment (\$35 K)
 - 5PD02 – Dispatch Upgrades (\$75 K)
 - 5PD04 – Police Utility Vehicle (\$50 K)
- Primary funding sources:
 - ✓ 100-Capital Improvement Fund (\$400 K)
 - ✓ 402-Capital Improvement Fund (\$160 K)
 - ✓ 211-Law Enforcement Fund (\$50 K)



Public Safety – Fire

- 2025 – 6 Projects
 - ✓ 4 Critical (\$544 K)
 - 5FD02 – Replacement Personal Protective Equipment (\$70 K)
 - 5FD03 – Replacement Fire and Hose Equipment (\$40 K)
 - 5FD05 – Locution Fire Station Alerting System (\$270 K)
 - 5FD06 – SCBA/Radio Project (\$164 K)
 - ✓ 1 Major (\$349 K)
 - 5FD01 – EMS Powered Cot and Rail System (\$348 K)
 - ✓ 1 Minor (\$40 K)
 - 5FD04 – Training Room Connectivity (\$40 K)
- Primary funding source:
 - ✓ 402-Capital Improvement Fund (\$933 K)



FAIRFIELD

GENERAL GOVERNMENT

ADMINISTRATION



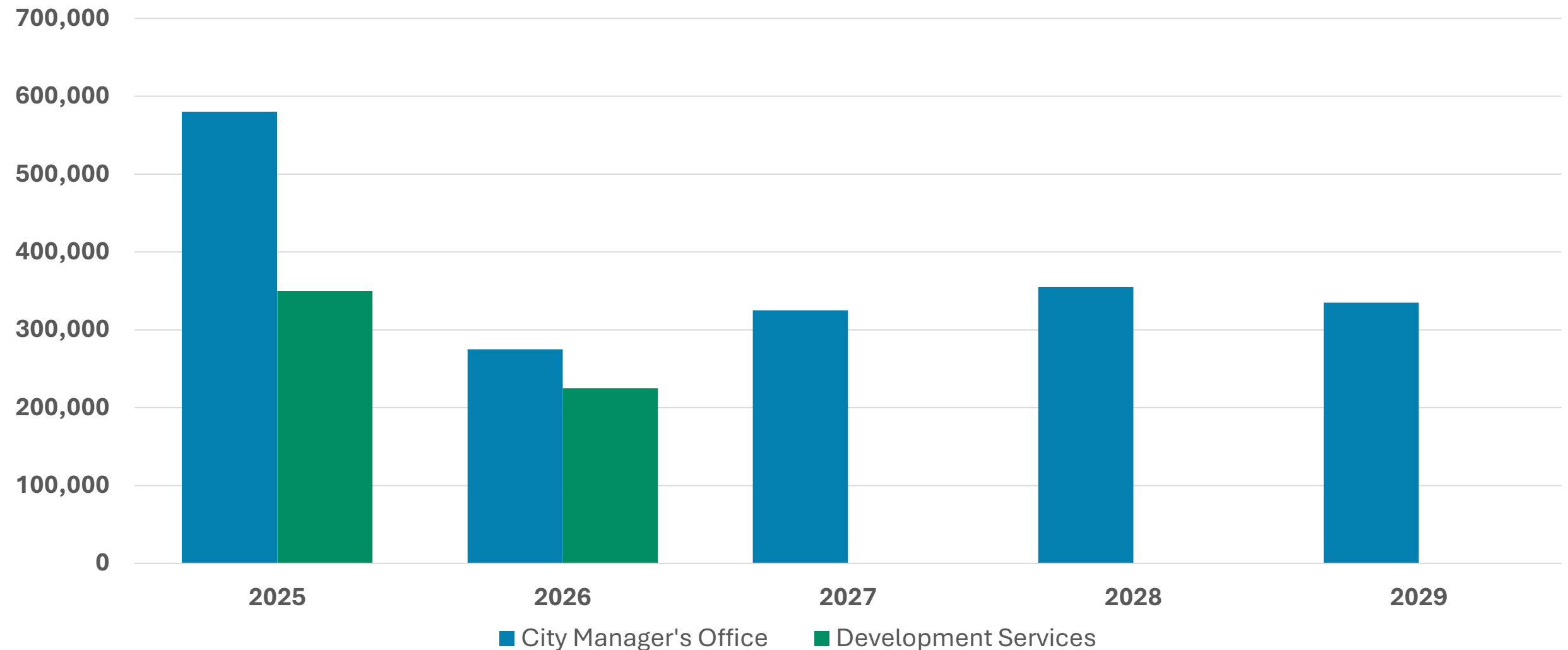
DEVELOPMENT SERVICES



FINANCE



General Government



General Government – Development Services

- 2025 – 3 Projects
 - ✓ 2 Major (\$275 K)
 - 5DV03 – Town Center Redevelopment (\$125 K)
 - 5DV05 – Strategic Property Pre-Development (\$150 K)
 - ✓ 1 Minor (\$75 K)
 - 5DV04 – Fairfield Forward Update (\$75 K)
- Primary funding source:
 - ✓ 100-General Fund (\$75 K)
 - ✓ 220-North Town Center TIF (\$50 K)
 - ✓ 414-TED Fund (\$225 K)



General Government – Administration

- 2025 – 4 Projects
 - ✓ 1 Critical (\$400 K)
 - 5CM03 – Computer & Server Equipment (\$400 K)
 - ✓ 1 Major (\$120 K)
 - 5CM02 – Software Maintenance (\$120 K)
 - ✓ 2 Minor (\$60 K)
- Primary funding sources:
 - ✓ 100-General Fund (\$120 K)
 - ✓ 402-Capital Improvement Fund (\$430 K)
 - ✓ 605-Water Surplus Fund(\$15 K)
 - ✓ 624-Sewer Surplus Fund (\$15 K)



FAIRFIELD

INFRASTRUCTURE DEPARTMENTS



PUBLIC WORKS

PARKS AND RECREATION

PUBLIC UTILITIES

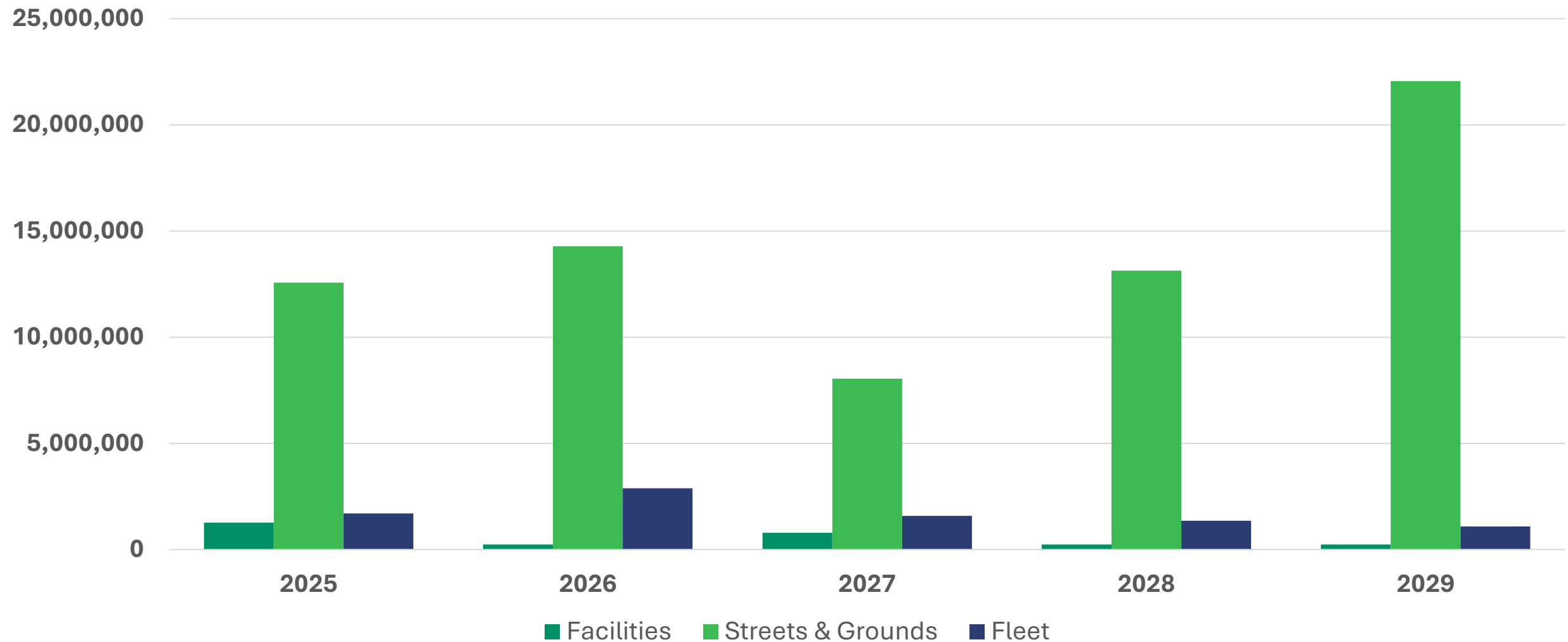


FAIRFIELD

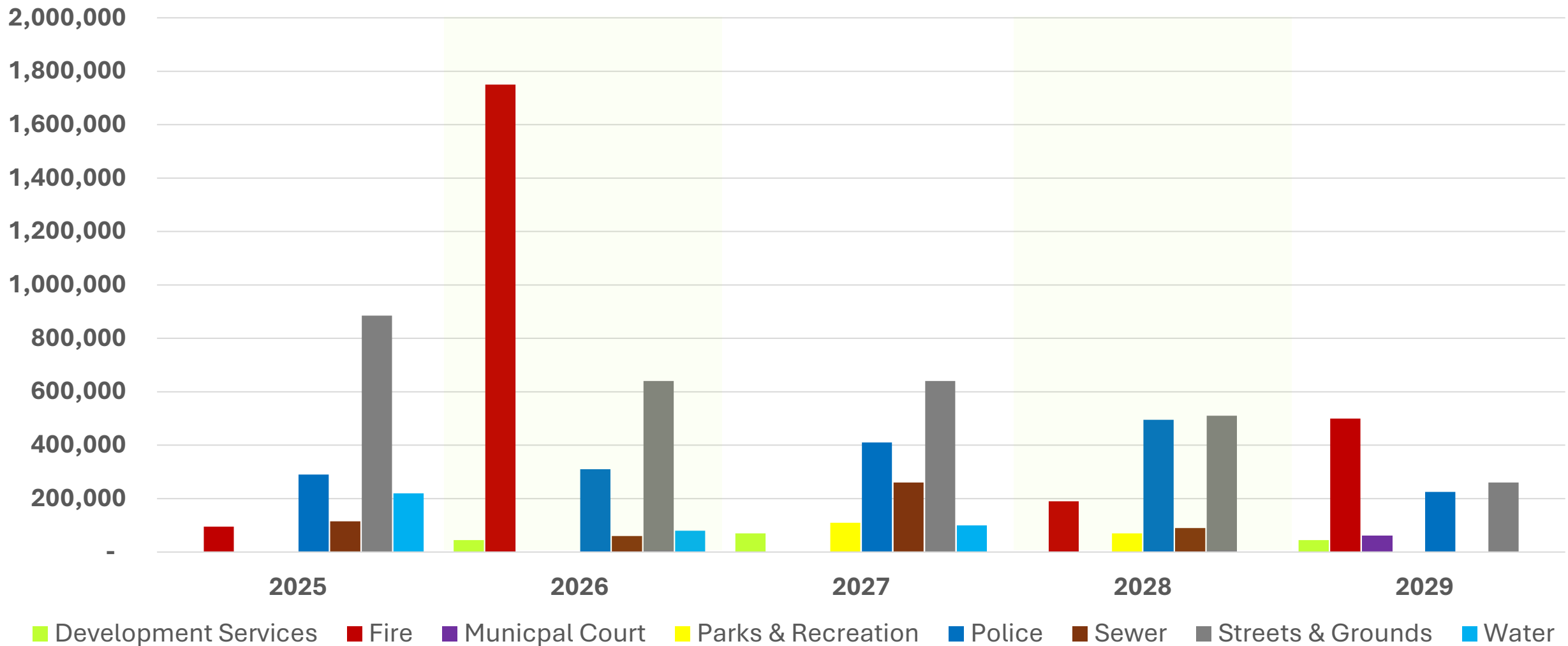
PUBLIC WORKS



Transportation – Fleet, Facilities, & Streets



Transportation – Fleet by Department



Transportation – Fleet

- 2025 – 15 Projects
 - ✓ 3 Major (\$570 K)
 - 5FT61 – Replacement of Snow Plow Truck-Street (\$280 K)
 - 5FT71 – Replacement of Patrol Vehicles-Police (\$225 K)
 - 5FT73 – Replacement of Park Ranger Vehicle (65 K)
 - ✓ 12 Minor (\$1.13 M)
- Primary Funding Sources:
 - ✓ 402-Capital Improvement Fund (\$1.7 M)
 - Fire (\$95 K)
 - Police (\$345 K)
 - Public Works – Engineering (\$45 K)
 - Public Works – Street (\$885 K)
 - ✓ 605-Water Surplus Fund (\$220 K)
 - ✓ 624-Sewer Surplus Fund (\$115 K)



Facilities

- 2025 – 6 Projects
 - ✓ 1 Major (\$60 K)
 - 5FC61 – Public Works Repairs & Upgrades (\$60 K)
 - ✓ 5 Minor (\$1.2 M)
- Primary Funding Sources:
 - ✓ 402 – Capital Improvement Fund (\$1.26 M)



Street Improvement Fund

Beginning Unreserved Fund Balance	\$9.0 M
Revenues – Estimated	\$5.8 M
Expenditures – Projected	\$8.2 M
Ending Unreserved Fund Balance	\$6.7 M

Transportation – Street

- 2025 – 30 Projects

- ✓ 5 Critical (\$3.1 M)
 - 5PW06 – Annual Street Paving Program (2.6 M)
 - 5PW50 – Symmes Rail Crossing Elimination (\$75 K)
 - 5PW53 – Storm Sewer Lining (\$150 K)
 - 5PW55 – CMP Storm Sewer Field Paving (\$125 K)
 - 5PW58 – Augusta Bridge Replacement-Eng (60 K)
 - 5PW59 – John Gray R/W Acquisition for MSD (\$125 K)
- ✓ 11 Major (\$7.7 M)
- ✓ 14 Minor (\$1.8 M)

- Primary funding sources:

- ✓ 401-Street Improvement Fund (\$6.8 M)
- ✓ 402-Capital Improvement Fund (\$1.4 M)
- ✓ 100-General Fund (\$210 K)
- ✓ 205-County Motor Vehicle Fund (\$206 K)
- ✓ 211-Local Law Enforcement Fund (\$6 K)
- ✓ 413-Park Development Fund (\$870 K)
- ✓ 415-Active Transportation Fund (\$430 K)
- ✓ 416-Sustainability Fund (\$68 K)
- ✓ 222-Northeast TIF Fund (\$305 K)
- ✓ 605-Water Surplus Fund (\$130 K)
- ✓ Fed/State/County Grants (\$2.1 M)
- ✓ Developer Agreements (\$100 K)

Street Sustainability Plan (Critical)

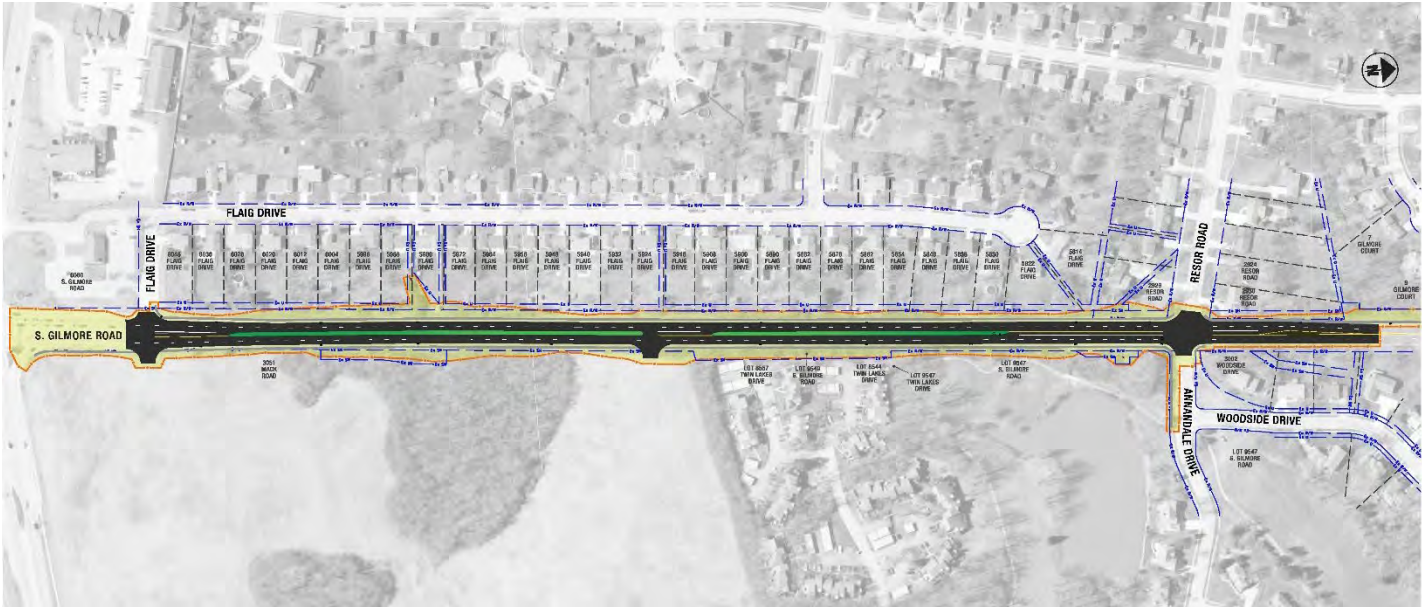
- Resolution 11-20 – Fairfield City Council
 - ✓ To avoid significant fluctuations in the repair/resurfacing of streets and roads and ensure streets and roads do not fall into disrepair, a minimum average of 5.4% to 6.1% (currently 23.5 ± 1.5 lane miles) of the total Lane Miles of streets and roads will be repaved annually based on a three-year average.
 - 2025 Projected Lane Miles: 19.42 (Citywide) + 4.48 (South Gilmore) = 23.90
 - o Utilizing OPWC Funding for Citywide Paving in 2025
 - o Utilizing OKI Funding for South Gilmore Paving in 2025
 - 2026 Projected Lane Miles: 21.82 (Citywide) - .78 (Hamilton) = 21.04
 - 2027 Projected Lane Miles: 20.14 (Citywide) + 2.61 (Pleasant) = 22.75



Street Sustainability Plan – S. Gilmore Road Improvements



South Gilmore Road Project
Between Resor to Route 4



2024 South Gilmore Road – Mack to Resor
Improvements – Final Paving by early summer

2025 South Gilmore Road – Resor to Route 4
Improvements – Final Paving by early summer

Shared Use Trail Projects

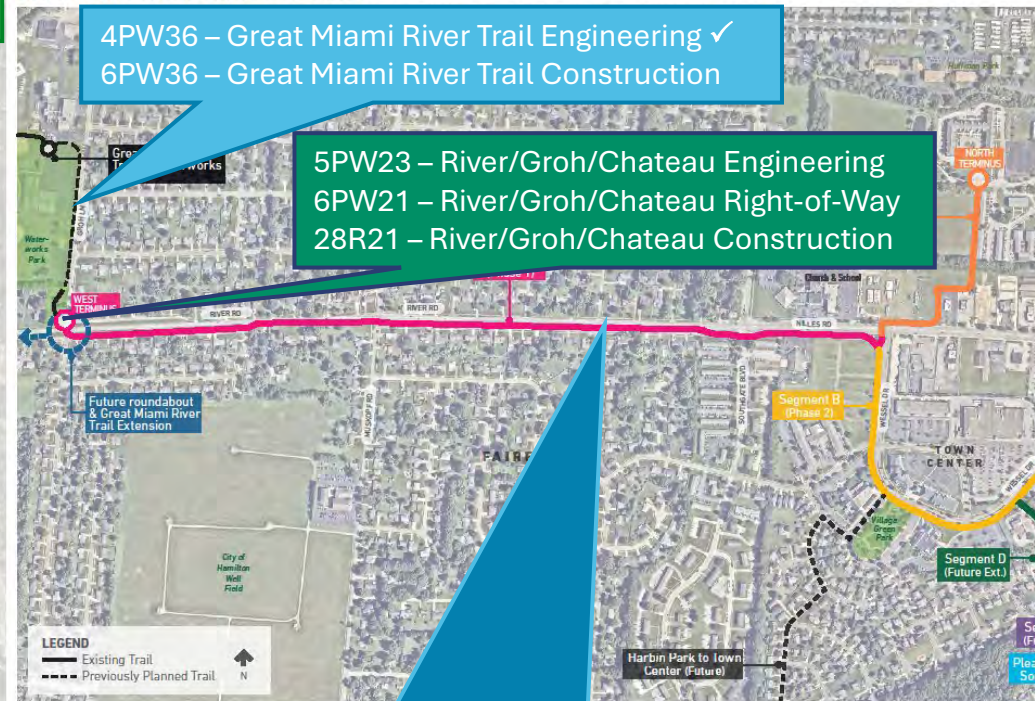
5PW30 – Marsh Lake Interior Trails Engineering
6PW30 – Marsh Lake Interior Trails Construction



FIGURE 3:
RIVER ROAD WEST TRAIL SEGMENTS

4PW36 – Great Miami River Trail Engineering ✓
6PW36 – Great Miami River Trail Construction

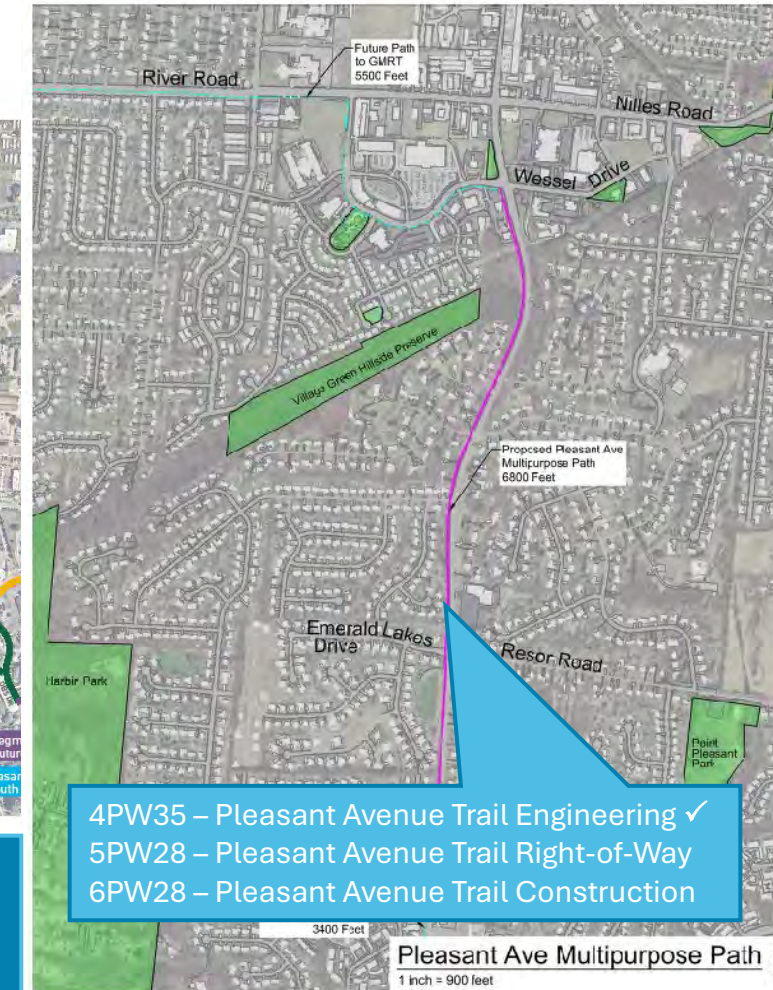
5PW23 – River/Groh/Chateau Engineering
6PW21 – River/Groh/Chateau Right-of-Way
28R21 – River/Groh/Chateau Construction



FAIRFIELD | RIVER ROAD MULTI-USE

3PW31 – River Road West Trail Feasibility Study ✓
5PW24 – River Road West Trail Engineering*
6PW24 – River Road West Trail Construction*
*Schedule could change dependent upon grant funding

4PW35 – Pleasant Avenue Trail Engineering ✓
5PW28 – Pleasant Avenue Trail Right-of-Way
6PW28 – Pleasant Avenue Trail Construction



Public Works

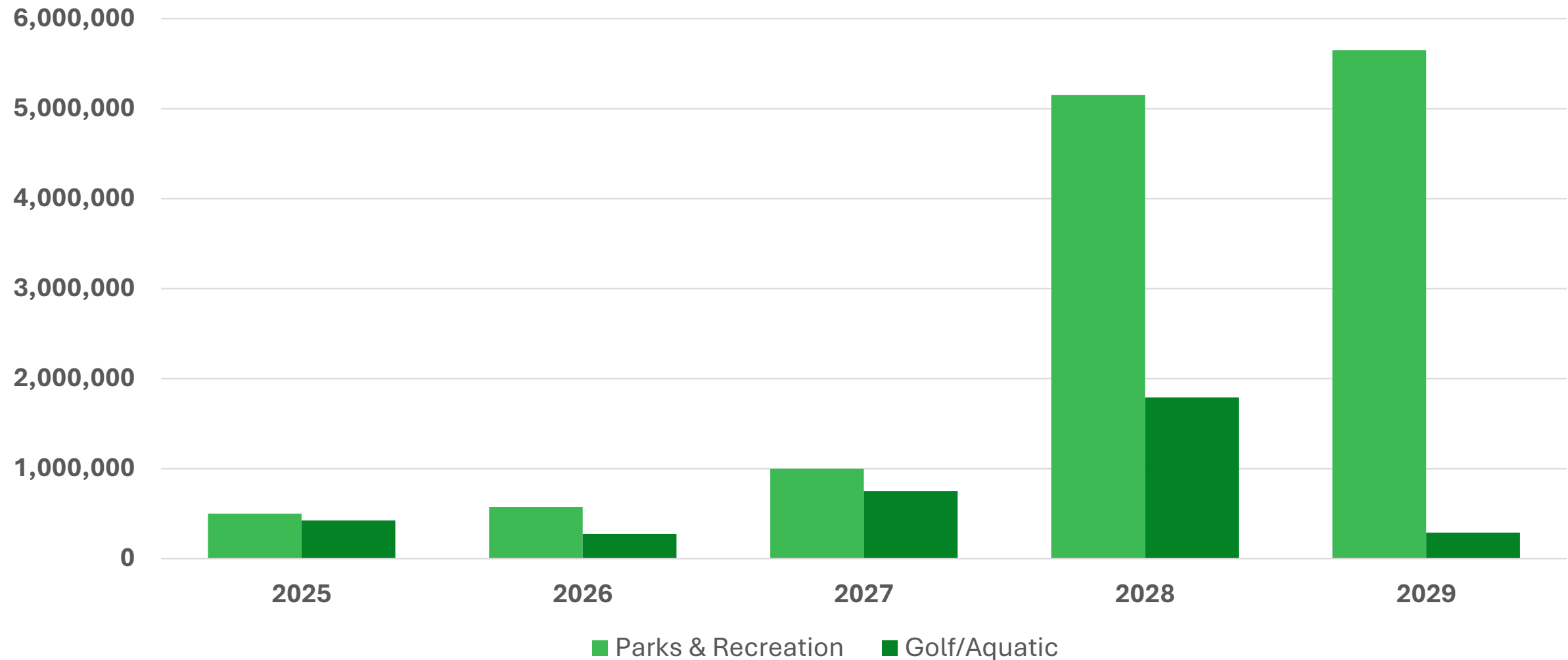


FAIRFIELD

PARKS AND RECREATION



Parks & Recreation



Parks & Recreation

- 2025 – 3 Projects
 - ✓ 3 Minor (\$400 K)
 - 5PR01 – Community Arts Center (\$245 K)
 - 5PR02 – Park Facilities Improvements (\$55 K)
 - 5PR55 – Grant for Urban Forestry (\$100 K)
- Primary funding sources:
 - ✓ 402-Capital Improvement Fund (\$300 K)
 - ✓ Grant Funding (\$100 K)



Aquatic / Golf

- 2025 – 4 Projects
 - ✓ 1 Major (\$209 K)
 - 5RC04 – Mower/Equipment Replacement (\$209 K)
 - ✓ 3 Minor (\$215 K)
 - 5RC01 – Beautification/Landscaping (\$90 K)
 - 5RC06 – Aquatic Facility Improvement & Maintenance (\$75 K)
 - 5RC13 – Golf Facility Improvements & Maintenance (\$50 K)
- Primary funding sources:
 - ✓ 640-Recreation Facilities Fund (\$165 K)
 - Note: All projects funded out of 640-Recreation Facilities Fund are Revenue Dependent; in order for a project to be approved, revenue must support the expenditure.
 - ✓ 402-Capital Improvement Fund (\$259 K)



FAIRFIELD

PUBLIC UTILITIES

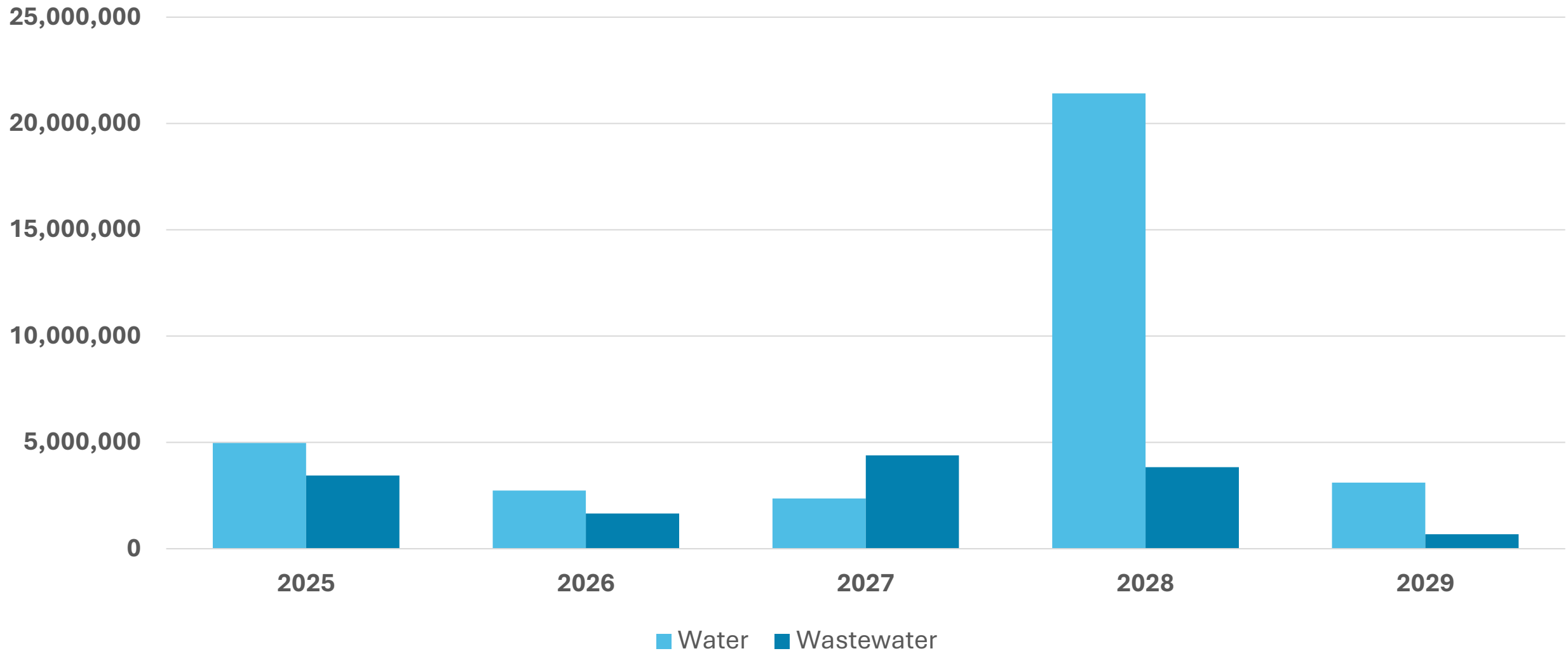


Recent Capital Accomplishments:

- WWTP Aeration System Improvements
- Raw Water Supply Well 3R
- Chemical Feed System Upgrades- WTP



Public Utilities – Water & Wastewater



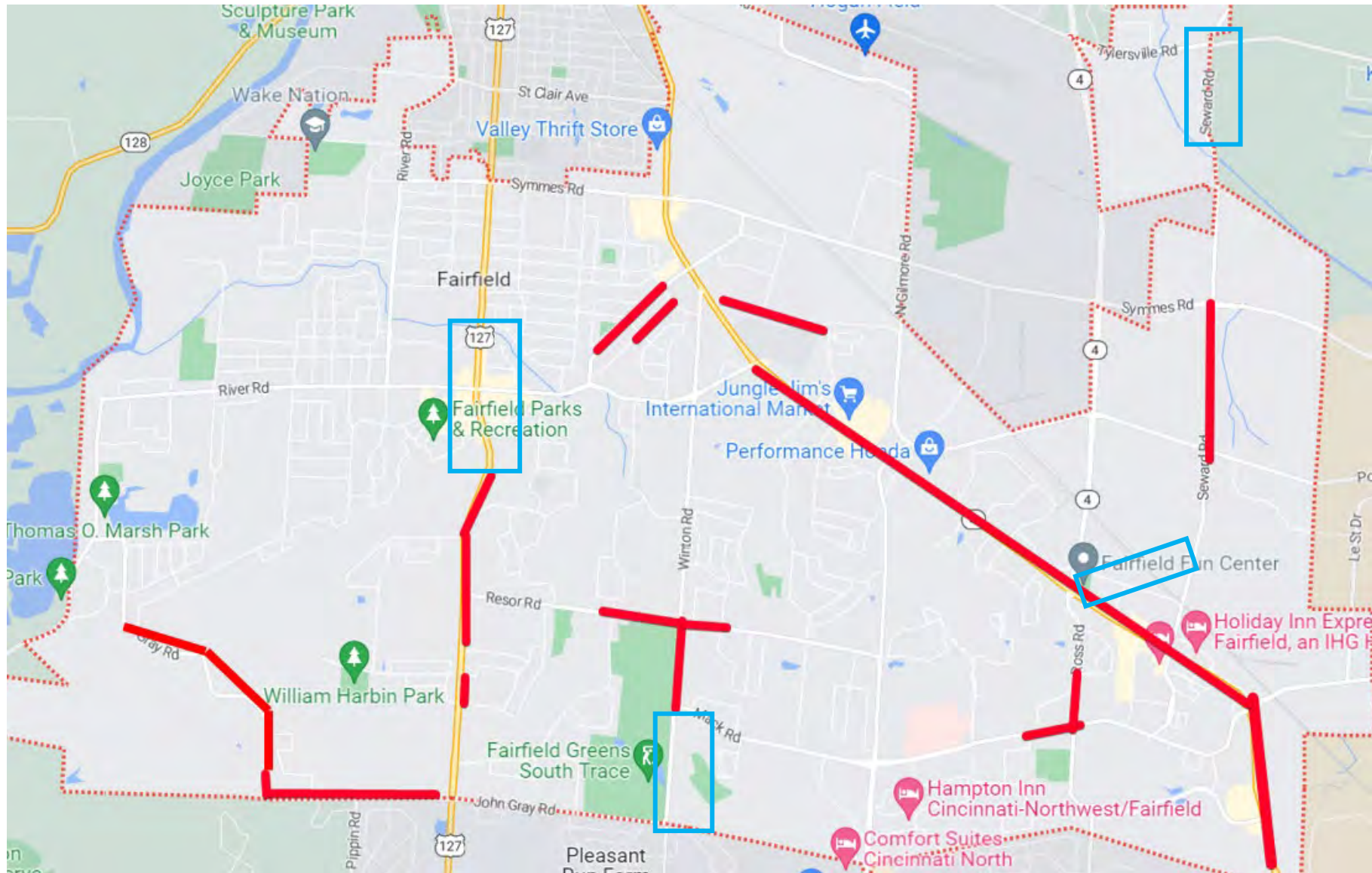
Water Revenue Fund

Beginning Unreserved Fund Balance	\$10.2 M
Revenues – Estimated	\$9.9 M
Expenditures – Projected	\$10.6 M
Ending Unreserved Fund Balance	\$9.5 M

Water – Distribution System Improvements

- 5WT10 - \$400 K (Major)
 - ✓ Seward Road replacement near Tylersville
- 5WT11 – \$1 M – (Critical)
 - ✓ Lining Project - Winton Road b/w John Gray and Mack
 - ✓ 0% OPWC loan





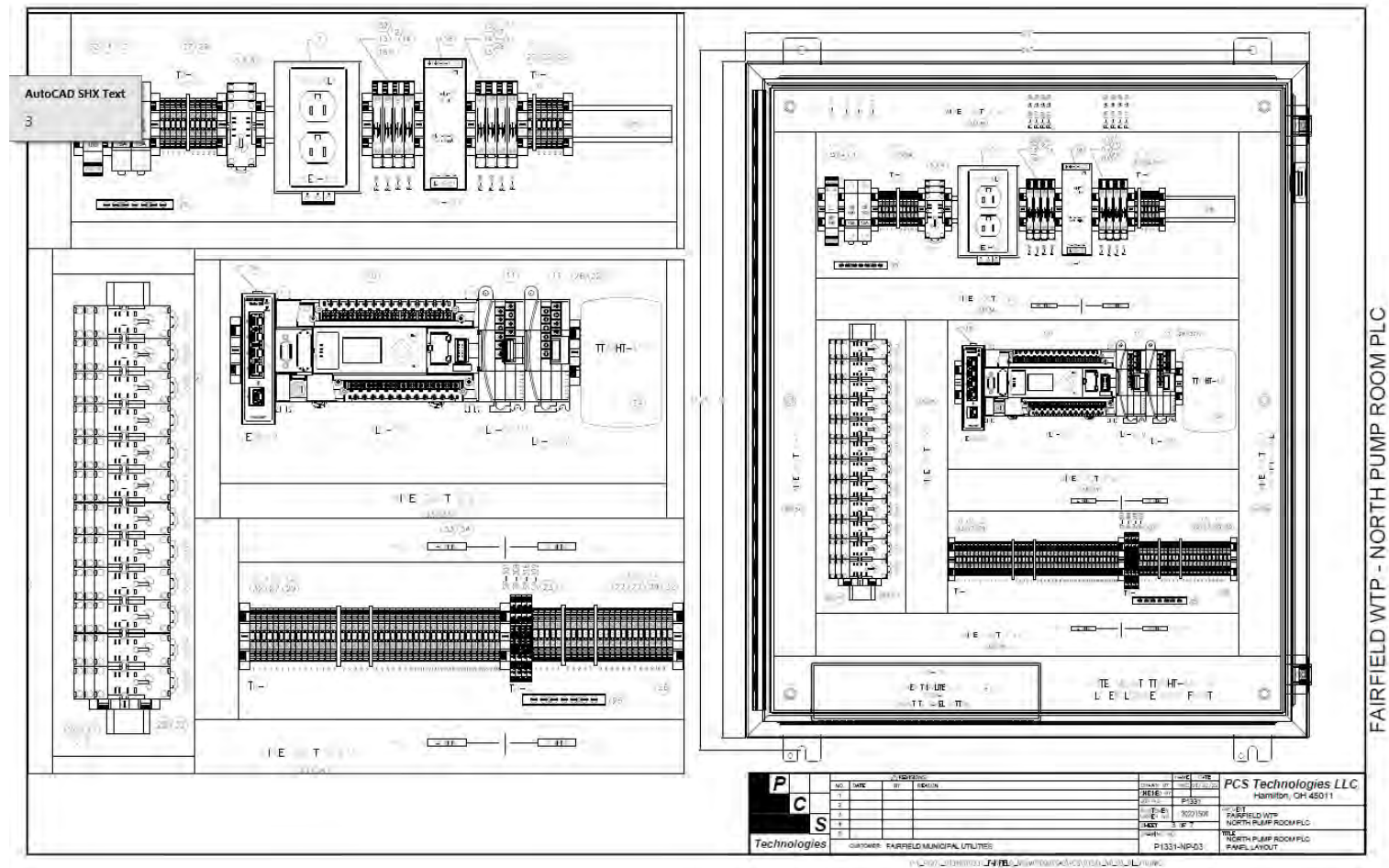
Water – Building Improvements

- 5WT15 – \$350 K (Major)
 - ✓ Annex Building Roofing System Replacement



Water – SCADA Integration

- 5WT18 – \$85 K (Major)
 - ✓ Production well and High-Service pumping automation



Water – Clarifier Rehab

- 5WT21 – \$575 K (Major)
 - ✓ Clarifier drive unit replacement



Water – Raw Water Well – City of Hamilton

- 5WT24 – \$1.75 M (Major)
 - ✓ Property trade
 - ✓ TED fund



Sewer Revenue Fund (Wastewater)

Beginning Unreserved Fund Balance	\$11.5 M
Revenues – Estimated	\$10.8 M
Expenditures – Projected	\$11.8 M
Ending Unreserved Fund Balance	\$10.5 M

Wastewater – Sanitary Sewer Rehab

- 5WW01 – \$150K (Major)
 - ✓ Sewer lining



Wastewater – Wastewater Plant Generator

- 5WW18 – \$80K (Major)
 - ✓ Emergency generator purchase



Wastewater – WWTP Solar Array

- 5WW20 – \$2.5M (Major)
 - ✓ Solar Generation Project at WWTP



Questions?



MINUTES

Fairfield City Council Special Meeting of Council March 1, 2025

Call to Order

Mayor Rhodus called the Special Meeting of March 1, 2025 to order at Fairfield Greens South Trace, 2200 John Gray Road, Fairfield, Ohio 45014 at 9:02 AM. Councilmembers present were Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Laurie Murphy, Steve Wolterman, Steve Maynard, Chris Hacker, Nathaniel Kaelin, Adam Sackenheim, Mandi Brock, Greg Kathman, Tom Lakamp, Ben Mann and Carol Mayhall.

Open Session

City Manager Timmer gave an introduction and reviewed the agenda for the session. The group broke out into their teams to discuss the 2025 strategy and goals.

Adjournment

Councilmember Meyers, seconded by Councilmember Davidson, moved to adjourn. Motion carried 7-0. The meeting adjourned at 12:06 PM.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date approved: _____



2025 Strategic Offsite

Quality of Life For All





Overall Goal

- To develop a shared vision and actionable strategies for enhancing the quality of life for all Fairfield residents, preserving the City's small-town charm while capitalizing on opportunities for growth and progress.

Offsite Objectives

- **Strategic Alignment:** Align the City Council and staff on strategic priorities and initiatives for the next year.
- **Shared Understanding:** Gain a comprehensive understanding of current challenges and opportunities related to the four primary themes (Family Friendly, Sustainable, Infrastructure, Safety).
- **Actionable Strategies:** Develop concrete action plans with clear goals, timelines, responsible parties, and resource requirements.
- **Community Engagement:** If applicable, identify opportunities for greater community engagement and collaboration in achieving the City's strategic goals.
- **Resource Allocation:** Discuss and prioritize resource allocation (budgetary, personnel, etc.) to support the implementation of the strategic plan.
- **Performance Measurement:** Establish key performance indicators (KPIs) to track progress and measure the effectiveness of the implemented strategies.

Theme Deep Dive – Family Friendly

- Family Friendly:
 - ✓ **Community Engagement & Events:** Foster a strong sense of community through engaging events and activities.
 - ✓ **Diverse Recreational Programming:** Offer a wide range of diverse and accessible recreational programs and facilities for all ages.
 - ✓ **Clean, Safe, and Visually Appealing Spaces:** Maintain clean, safe, and attractive public spaces, parks, and amenities throughout the City.
 - ✓ **Amenities & Infrastructure:** Develop and enhance family-friendly amenities and infrastructure, such as parks, playgrounds, and recreational trails.

Theme Deep Dive – Sustainable

- Sustainable:
 - ✓ **Neighborhood Development:** Focus on creating and maintaining residential areas that prioritize sustainability, resilience, and resource efficiency.
 - ✓ **Enhanced Green Infrastructure and Recreation:** Expand and preserve parks, trails, and natural spaces, emphasizing their role in recreation, public health, and the environment.
 - ✓ **Responsible Resource Management:** Implement strategies for the efficient and effective use of all City resources, including energy, water, and materials.
 - ✓ **Promotion of Sustainable Practices:** Increase community awareness and engagement in sustainable living through programs, incentives, and partnerships, fostering a culture of sustainability.

Theme Deep Dive – Infrastructure

- Infrastructure:
 - ✓ **Essential Utilities:** Guarantee the delivery of reliable, efficient, and future-proof utility services to support residential and commercial needs.
 - ✓ **Comprehensive Transportation Network:** Maintain, enhance, and strategically expand roadways and pedestrian pathways to facilitate safe and efficient movement throughout the City, regardless of seasonal conditions.
 - ✓ **Vibrant Public Spaces and Recreational Assets:** Develop, maintain, and activate public parks, recreational facilities, and community gathering spaces that foster social interaction, promote well-being, and enhance the quality of life for all residents.
 - ✓ **Infrastructure Resilience:** Plan and implement infrastructure improvements with a focus on long-term sustainability and resilience against potential disruptions, ensuring the City's infrastructure can withstand future challenges.

Theme Deep Dive – Safety

- Safety:
 - ✓ **Professionalism and Integrity:** Upholding the highest standards of public service, fire/EMS, and law enforcement.
 - ✓ **Effective Response:** Ensuring timely and efficient responses to emergencies, service requests, and community needs.
 - ✓ **Creating a Sense of Security:** Fostering a secure and reassuring environment for all residents, businesses, and visitors, promoting peace of mind.
 - ✓ **Collaborative Community Engagement:** Building strong partnerships with residents and stakeholders through proactive communication, transparent dialogue, and joint initiatives to address safety concerns and enhance community trust.



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Development Services

Subject:

Former Forest Fair Mall Rezoning

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

It is recommended that City Council have a first reading of this item at the January 27, 2025 meeting, set the joint public hearing for February 10, and await the written recommendation from the Planning Commission.

Discussion:

Hillwood Investment Properties is proposing to redevelop a portion of the former Forest Fair Mall site. The redevelopment will include demolishing the entire mall and the associated four story parking garage. Once demolished, Hillwood is proposing to develop a business park consisting of three light industrial buildings on 54 acres on the eastern side of the property. The buildings will range in size from 250,000 – 355,000 square feet. The majority of the development will be located in Forest Park, with only 8% of the development located in Fairfield. The remaining front portion of the mall site that has direct access to South Gilmore Road will remain with the current property owner and could support a mixed use redevelopment in the future.

Concurrent with this rezoning request, Hillwood is requesting a zone change for the +/- 50 acres in Forest Park from Planned Business (PB) to Industrial Park (IP). A public hearing for the Forest Park rezoning has been scheduled for January 27. It is anticipated that a vote by Forest Park City Council will occur in February.

Forest Fair Mall was constructed in the late 1980s and opened to the public in 1989. The 1.5 million square foot building sits on 90.43 acres, straddling two cities, two counties and three school districts. Approximately one-third of the mall is located in Fairfield and the remaining two-thirds is located in Forest Park. The mall has changed ownership many times and a major upgrade was completed in 2004 that included both interior and exterior renovations. Over the years, owners of the mall have struggled with acquiring and retaining tenants resulting in the

decline of the mall, including the structural integrity and exterior appearance. Several years ago, the Fairfield Fire Department ordered the closure of the parking garage due to the failure of the fire suppression system. More recently, the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops left the mall in January 2024. Kohls has recently announced it will be closing this store in April 2025, leaving the entire mall vacant.

Financial Impact:

None. This is a land use decision.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Council_site plan
2. Council_aerial perspective
3. Council_corner elevation
4. ZONING CODE CHANGE-ORD
5. Council aerial_mall rezoning
6. Memo to Council_mall rezoning.2.3.25
7. PC Recommendation Mall Rezoning 2.12.25 SL

Proposed Site Plan







ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), is hereby amended by changing the zoning classification of the 4.12 acres of land located approximately 400 feet south of the terminus of Kolb Drive at the site of the former Forest Fair Mall and being parts of Lot 483 of the City of Fairfield as shown in the attached Exhibit "A" which is incorporated herein by reference from its present C-2, Central Business District to M-1, Industrial District.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

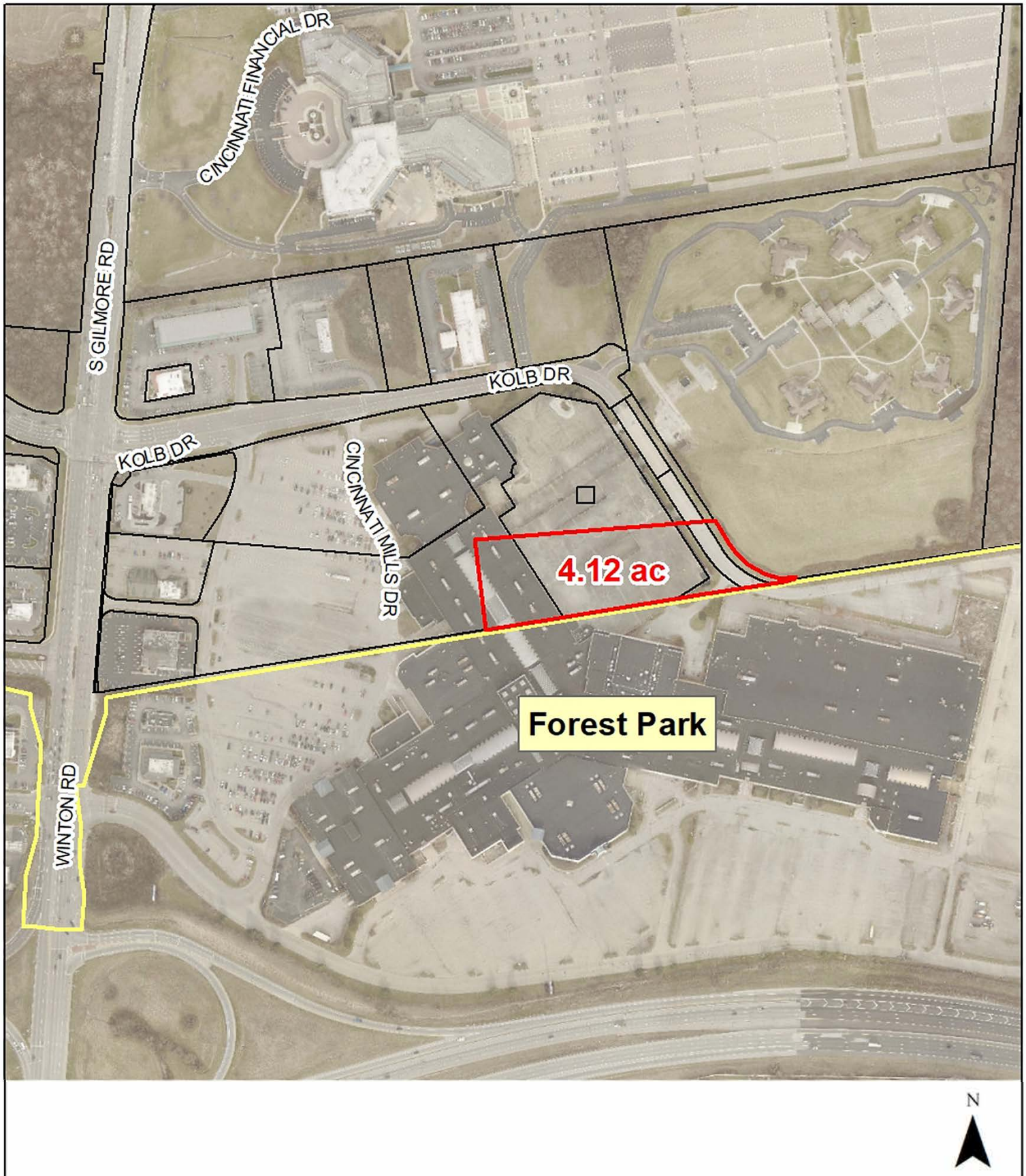
This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\ZONING CODE CHANGE-ORD

Exhibit A

Request to Change Zoning From C-2 to M-1



January 27, 2025



Staff Report

To: City Council and Planning Commission
From: Greg Kathman, Development Services Director and Erin Lynn, Planning Manager
Subject: Application to change the zoning of 4.12 acres located near the terminus of Kolb Drive at the former Forest Fair Mall
Date: February 3, 2025

The following is a summary of the rezoning request.

Request:

To change the zoning of 4.12 acres of the Forest Fair Mall site from C-2, Central Business District to M-1, Industrial Park District.

Background:

Forest Fair Mall opened to the public in 1989 as the largest shopping mall in the region, measuring 1.5 million square feet. The original developer, LJ Hooker, filed bankruptcy shortly after the mall opened and the mall passed between several owners in the 1990s. In 2002, the mall was purchased by the Mills Corporation, which launched a major \$70 million renovation that included rebranding the mall as Cincinnati Mills. The Cincinnati Mills renovation was completed as a public-private partnership that included creation of a tax increment financing (TIF) district and the issuance of bonds by the Port Authority of Greater Cincinnati. The bonds paid for improvements to the driveways, parking lots, and parking structure. The Mills Corporation was purchased by Simon Properties in 2007 and during its tenure Simon relocated several major tenants to the Cincinnati Premium Outlets in Monroe. The mall passed through the hands of two “distressed property” investors before being obtained by the current owner World Properties in 2010 as the holder of a defaulted mortgage.

Over the last 15 years, the mall has suffered from high vacancy and deferred maintenance which has led to visible degradation of the property. In 2018 the Fairfield Fire Department ordered the closure of the parking structure due to the failure of the fire suppression system. More recently, the interior portion of the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops vacated the mall in January 2024 and Kohl’s has recently announced it will be closing this store in April, leaving the mall 100% vacant.

The decline of the mall lead to a substantial drop in tax revenues available to the two cities, two counties, and three school districts within which the mall is located. In addition to the decline in

taxes, the expected tax increment revenue to pay off the bonds did not materialize once the property value began to decline. More than \$10 million in outstanding bond debt remains, creating a barrier to redevelopment since the bonds must be paid before demolition can occur.

The current owner of the mall had declined multiple purchase offers by various investors and developers until 2021 when Hillwood Investment Properties, a major real estate development firm based in Texas, negotiated a purchase agreement. Hillwood specializes in building Class A business parks and has a positive track record of leasing them to companies with good paying jobs. Hillwood initiated discussion with both Fairfield and Forest Park about redeveloping the property. As part of its redevelopment proposal, Hillwood will pay off the remaining bond debt. Fulfilling the bond obligations will remove the Cincinnati Port Authority from the project and will allow for the demolition of all the structures. In 2022, Hillwood partnered with the Butler County Land Bank to secure a \$7.9 million state demolition grant to cover a significant percentage of the cost to demolish the entire mall, including the parking structure. The demolition funds have a deadline of December 31, 2025 to be spent or the grant will be lost.

Hillwood originally proposed developing the entire 99 acre property for a business park use that included large cross-docked buildings suited for logistics and distribution companies. After receiving feedback from both cities, Hillwood revised their plans to propose three smaller, rear-loaded buildings concentrated on 54 acres, primarily in Forest Park. The remainder of the property would remain in the ownership of World Properties and could support a mixed-use redevelopment in the future. Staff believes the smaller buildings will attract a more favorable mix of office, light manufacturing, and smaller logistics operations to the site than larger cross-docked buildings would have.

Site Summary:

The entire mall site consists of the 1.5 million square foot building, four story parking structure, surface parking, private ring road, detention basins, and access drives, but does not include the five restaurant outlots fronting on South Gilmore Road. It straddles two cities, two counties and three school districts. Approximately 22% of the mall site is located in Fairfield and the remaining 78% is located in Forest Park. The area to be rezoned for the entire project is approximately 54 acres, four acres in Fairfield and 50 acres in Forest Park. The area to be rezoned in Fairfield is located approximately 400 feet south of the terminus of Kolb Drive, more specifically the southern section of the existing parking structure. The area split between Fairfield and Forest Park is shown below:

Jurisdiction	Land Area	Area to be Rezoned	Remaining Area
Fairfield	22 acres	4 acres	18 acres
Forest Park	77 acres	50 acres	27 acres
Total	99 acres	54 acres	45 acres

The existing zoning of the mall in both cities is commercial and the proposed zoning classification in both cities is light industrial. The following is a breakdown of the surrounding zoning:

- ❖ North: C-2, Central Business
- ❖ South: IP, Industrial Park (proposed) *Forest Park*
- ❖ East: B-1, Institution and Office
- ❖ West: C-2, Central Business

Hillwood is proposing three multi-tenant buildings ranging in size from 250,000-355,000 square feet. The floor space is intended to be flexible with regard to the number of tenants. Of the three buildings only a small portion of one building is proposed to be located in Fairfield. The remainder of the land located in Fairfield is proposed to contain employee parking and landscaping. The application includes a conceptual landscape plan illustrating the applicant's intent to provide a full landscape treatment throughout the development. A detailed landscape plan will be required as a condition of site plan approval.

Traffic Impact Study:

See Departmental Correspondence dated January 31, 2025 from the Fairfield City Engineer.

Zoning Code References:

South Gilmore/Mack Overlay District:

The subject site is located in the South Gilmore/Mack Overlay District. The zoning code states that new development or redevelopment projects should focus on employment-centered uses such as office, medical office, high-tech research and development, and other similar uses.

C-2 Zoning:

The zoning code states that the purpose of the C-2 Zoning District is to promote and protect certain land areas for commercial uses that serve the residents of the city.

M-1 Zoning:

The zoning code states that the purpose of the M-1 Zoning District is to promote and protect certain land areas for light industrial development.

The following is a list of uses that are permitted, permitted with standards, and conditionally permitted in the M-1 District:

Government Facility	Permitted Use
Animal Boarding and Daycare	Conditional Use
Brewery and Distillery	Conditional Use
Building and Trade Shop	Permitted Use
Commercial Kitchen	Conditional Use

Financial Institution	Conditional Use
Wholesale Greenhouse	Conditional Use
Landscaping Service Facility	Permitted with Standards
Office – General and Medical	Conditional Use
Motor Vehicle Repair	Conditional Use
Indoor Recreational Facility	Conditional Use
Retail and Restaurant	Conditional Use
Food Processing	Conditional Use
Industrial Laundry	Conditional Use
Artisan Manufacturing	Permitted
Light Manufacturing	Permitted with Standards
Research, Develop., Laboratory Facility	Conditional Use
Stone and Monument Works	Permitted Use
Warehouse	Permitted with Standards

The following is a list of industrial uses that are not permitted in the M-1 District:

- ❖ Building Material Yard
- ❖ Construction and Large Equipment Rental, Sale and Service
- ❖ Contractor Yard
- ❖ Crematorium
- ❖ Junk Yard
- ❖ Heavy Manufacturing
- ❖ Motor Vehicle Storage and Tow Yard
- ❖ Renewable Energy Facility
- ❖ Trucking or Logistics Terminal

Light Manufacturing Definition:

Product assembling or mixing, where previously processed components or manufactured parts produced off-site are fitted together into a machine or blended or blown or extruded to form a non-combustible and non-explosive product. Product packaging, including bottling, canning, packing, wrapping, and boxing of products assembled. Laboratories for testing of non-hazardous materials. The assembling or packaging shall not produce noise, vibration, hazardous waste materials, or particulate that create significant negative impacts to adjacent land uses. Odors produced onsite shall not negatively affect other businesses or properties in the area. Examples of assembling include but are not limited to the production of the following: clothes, including screen printing; furniture (where wood is milled off-site); pharmaceuticals; hardware; toys;

musical instruments; mechanical components; electric or electronic components and appliances; small vehicle assembly; and computer software. Examples of packaging include, but not limited to, facilities for bottling beverages, canning, and wrapping of foods, and boxing electronic components.

Fairfield Forward Comprehensive Plan:

There are numerous sections of the Fairfield Forward Comprehensive Plan that relate to this project. The proposed land use for this property is Mixed Use which are areas that encourage multiple, different types of uses in a single building or development. Mixed use developments should provide a sustainable mix of uses that provide a wide variety of retail, service, employment and housing needs.

The proposed development is located within the South Gilmore/Mack Small Area, which is both a gateway into Fairfield and a major regional business activity area. The vision statement for this small area states, "The small area is a primary gateway entrance into Fairfield with close proximity to the interstate, contains high traffic volume generating businesses, and is a regional draw. It will have strong design standards for development, but also have flexibility to accommodate a range and intensity of uses that are compatible with, and support the current office and medical land use patterns." The comprehensive plan further states that due to its location directly off of I-275, the small area represents the city's best opportunity for large-scale, high quality economic development.

The following are Goals, Policies and Implementation Strategies from the plan that relate to the proposed project.

SOUTH GILMORE/MACK SMALL AREA PLAN

Goal SGM-1: Encourage a mixed-use environment that includes non-retail alternatives such as high-tech businesses, medical and office space. Limited areas of support retail and services are appropriate.

Policy 1.2: Develop a reuse plan for the Forest Fair Mall property that includes a sustainable mixed-use development that does not rely solely on one major land use.

The proposed business park will be located in the back portion of the property leaving approximately 45 acres (located in both Fairfield and Forest Park) available for a mixed-use development project. Currently there are five outlots along Winton/ South Gilmore Road occupied by restaurants.

Goal SGM-2: Require that new development and redevelopment meet the high standards of design expected by the community from a visual and quality perspective for this primary gateway into the city and encourage planned coordination as opposed to uncoordinated piecemeal type development.

The façade of the three buildings are designed with pillar like projections at intervals of 100 feet. This has a perceptible effect of reducing the visual mass of the wall. The buildings have lobby

entrances at each front corner along with additional entry features at intervals of the front façade. These are the areas where glass is used most extensively. The buildings are placed in a courtyard “T” arrangement with the rear of each building facing inward. This design contains the loading and unloading functions, most of the truck traffic and truck parking, and waste disposal within the inner part of the development. This layout uses the buildings themselves to act as a buffer and visual screen. Substantial landscaping is proposed around the perimeter of the site.

Goal SGM-4: Undertake a comprehensive approach to the design of pedestrian, bicycle, and vehicular traffic flow through this area with an emphasis on the use of service streets that provide access to and from land uses off Mack and South Gilmore Roads where feasible.

The site is served by a ring road with access to Winton/South Gilmore Road at two locations. The ring road will remain and will be utilized by the tenants of the business park. As outlined in the traffic impact study, truck traffic will be diverted to the access point across from Omniplex Drive in Forest Park due to its close proximity to the expressway. Employee traffic is anticipated to utilize both access points.

Policy 5.3: Require all new large-scale development and redevelopment (e.g. those developments creating 100 or more peak hour trips) in this area to submit a traffic impact study for city review and require the developer to participate in improvements to help reduce congestion at AM and PM peak hours that may be further worsened by the new development.

The applicant submitted a traffic impact study. Refer to the memo prepared by the City Engineer.

Strategy SGM-5: Encourage the application of a PUD on key parcels of land in the South Gilmore/Mack area to establish a comprehensive approach to mixed land use, pedestrian connectivity, open space preservation and access management.

The applicant is requesting a change in zoning to M-1, Industrial Park District. This is a straight rezoning request and not a PUD.

Strategy SGM-6: Continue to collaborate with the City of Forest Park, Butler County, affected school districts, REDI Cincinnati, and the Cincinnati Port Authority to coordinate development and redevelopment opportunities for the Forest Fair Mall site.

The applicant has submitted a parallel rezoning application to the City of Forest Park. The Forest Park Planning Commission discussed the project on January 14 and recommended a favorable approval. Forest Park’s City Council conducted a public hearing on the rezoning on January 27 with an anticipated final vote on February 18.

TRANSPORTATION

Goal T-1: Provide a comprehensive, safe, convenient, well-balanced, and financially feasible transportation system.

See Departmental Correspondence from the City Engineer.

Policy 1.1: Concentrate development in appropriate locations where the existing

infrastructure has available traffic capacity to minimize congestion.

See Departmental Correspondence from the City Engineer.

ECONOMIC DEVELOPMENT

Goal ED-1: Attract and retain a diverse economy of businesses and services to provide goods, services, and employment opportunities for residents, and to maintain a continued stable and healthy tax base.

Policy 1.4: Support office and industrial development in strategic areas which retain and expand opportunities for employment and an increase in the tax base.

The proposed business park development could potentially employ between 360 and 450 employees, based on the metrics of other similar buildings generating 1 job for every 2,000 to 2,500 square feet. Removal of the blighting impacts of the mall property will have a positive impact on the retention of existing major office and healthcare employers in the corridor, including Cincinnati Financial (3,000+ employees), Vertiv (300+ employees), and Mercy Health-Fairfield Hospital (1,300+ employees). Employees of the new business park will join the existing office and healthcare businesses in supporting the retail and restaurant uses within the corridor.

Goal ED-2: Promote the revitalization of aging and deteriorating commercial areas.

For many years the poor state of the mall and the significantly high vacancies were sources of frustration and negatively impacted the image and economic vitality of both cities. The mall is a blight on the community and the site will continue to deteriorate with the lack of tenants. Although Hillwood is only acquiring a portion of the site to build their business park, the company will demolish the entire mall building, including the attached parking structure, and pay off the outstanding bonds in full as part of the project. Staff believes these actions will significantly advance redevelopment of the site and the larger South Gilmore/Mack Small Area by removing a large, blighted property at a major gateway into Fairfield.

Policy 4.3: Discourage heavy industrial uses that will detract from the city. If such uses are permitted to locate in the city, all activities should be required to be in a wholly enclosed building and any outside storage be screened.

Heavy industrial uses are not permitted to locate in the M-1 District nor are they permitted in the IP zoning district in Forest Park. In addition, the IP zoning does not permit outdoor storage and requires all business activity to occur indoors. The M-1 zoning also requires all activity to occur indoors, but permits outdoor storage. It is recommended that outdoor storage not be permitted in order to be consistent with the IP zoning in Forest Park.

Recommended Conditions of Approval:

Should the Planning Commission approve the request, the following conditions of approval are recommended:

1. Notwithstanding the rezoning to M-1 zoning, landscaping services facility and motor vehicle repair shall not be permitted, and no outdoor storage shall be permitted.
2. The recommendations outlined in the final approved traffic impact study shall be implemented by the applicant.

DEPARTMENTAL CORRESPONDENCE

TO: Erin Lynn, Planning Manager

FROM: Nick Dill, City Engineer

DATE: January 31, 2025



SUBJECT: Traffic Implications of Proposed Forest Fair Mall Redevelopment

Background

South Gilmore Road is classified as a minor arterial and serves as a primary connection between the Route 4 (Dixie Highway) commercial corridor and the interstate interchange at I-275. Between the I-275 interchange and Mack Road, South Gilmore serves approximately 35,000 daily vehicles (ODOT 2023 count). Trucks are not permitted north of the intersection with Kolb. In recent years, Fairfield Public Works has made considerable effort to post the truck restrictions clearly. Despite this, trucks are still seen north of Kolb on a daily basis. In 2024, Fairfield Police cited 8 trucks for use of local streets.

The last major corridor improvement to South Gilmore Road was completed in 2012 and was justified by traffic studies from the mid-2000s when the mall was operating and generating substantially more traffic than it does at present. Additional improvements were made to the westbound ramp in late 2021. As a result, even with two of Fairfield's largest employers (Cincinnati Financial and Mercy Hospital) contributing significant traffic on South Gilmore Road in the peak hours, the road has enough capacity so that every intersection between Mack and the eastbound I-275 ramps operates at a Level of Service D or better. The Level of Service (LOS) scale is from A (Best) to F (Failing), with D and above considered to be acceptable. Even with assumed background traffic growth over the next 20 years, LOS is expected to remain above D at all intersections.

However, the corridor features significant room for development between the mall, the Heine property at the southwest corner of Mack/South Gilmore and the former Benzing property to the northeast of that intersection. Approximately 18 acres of the former Benzing property is expected to develop into a small subdivision in the near future. Development of these properties will generate additional traffic on top of the assumed background growth. The proposed mall redevelopment surpasses Fairfield's minimum threshold requiring the developer to produce a Traffic Impact Study (TIS) and consider improvements to the public roadways that will mitigate the impact of this development.

Hillwood's engineer, The Kleingers Group, submitted a TIS for the proposed mall redevelopment on January 14, 2025. City staff coordinated with Forest Park's engineer, Verdantas, to respond with several minor review comments on January 29. At the time of this memo, Kleingers has not updated the TIS in response to the comments, however, the general findings of the memo are not expected to be altered as a result of the comments.

Trip Generation and Impact on South Gilmore Road

The proposed redevelopment includes demolishing the mall, followed by the construction of approximately 940,000 square feet of business park space in the first phase in 2026. A second phase, assumed to consist of 220,000 square feet of retail, 5 acres of outlot development, and a hotel is expected at some point in the future. It should be noted that the TIS assumes the existing Kohls store will remain open, although recent news suggests that it will soon permanently close. This minor discrepancy is not expected to substantially impact the findings of the TIS.

The TIS demonstrates that the first phase of redevelopment will generate just under 200 trips in both the AM and PM peak hours. Daily truck traffic is expected to account for 33% of the total trips (approximately 500 per day), although most of those are expected to occur at off-peak times. The mixed-use second phase is shown to generate an additional 800 trips in the PM peak hour.

Analysis of intersection capacity and delay shows that the first phase of redevelopment has relatively little impact on overall intersection LOS at the City-controlled signals in either 2026 or 2046. Select movements at Kolb and eastbound I-275 ramp

intersections slip from LOS D to E in 2026 and then to F by 2046 in the assumed full-build scenario, but both signals' overall LOS remains acceptable. The TIS makes recommendations to mitigate these effects, discussed below.

The full-build scenario was only analyzed for 2046, as the timing of the second phase is unknown, but assumed to be after 2026. In its analysis, the TIS demonstrated that adding the second phase would degrade the overall LOS at Kolb in the AM peak hour from B to C, which is still considered acceptable. Individual movements at the eastbound ramp experience LOS degradation in this scenario as well.

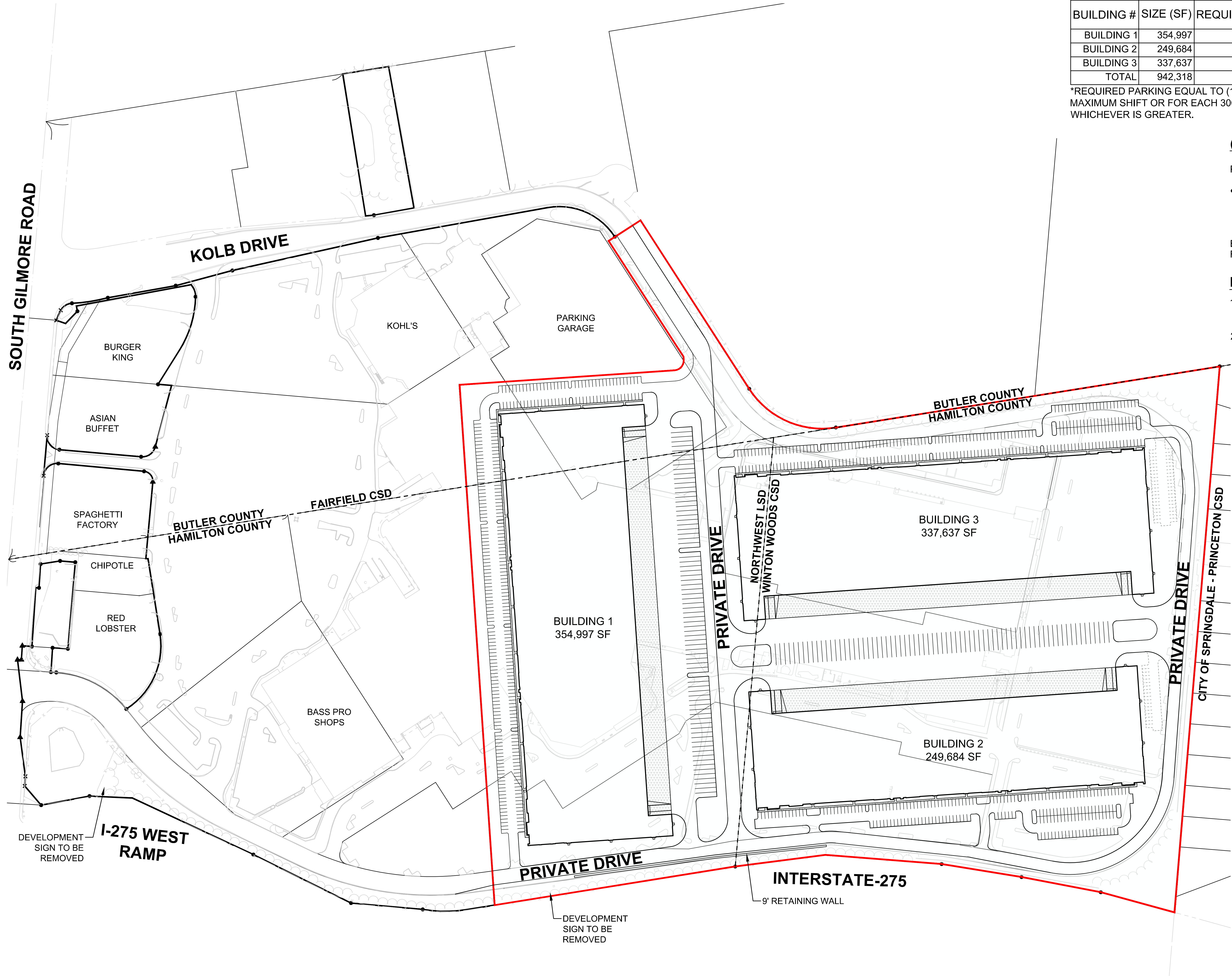
Traffic Impact Study Recommendations and Fairfield Position

Following Phase 1, the TIS recommends that signal timings be adjusted as necessary to optimize traffic signal operations and improve LOS. The City performs traffic counts and adjusts signal timings every three years with the next periodic adjustment expected in 2026. If the first phase of the mall redevelopment isn't expected to open until 2026, and/or the business park space hasn't been filled at that time, it may make sense for the City to hold off on adjusting signal timings in this corridor until a later date. This is something Fairfield Public Works can consider as this redevelopment moves forward.

After the mixed-use phase is completed, the TIS recommends modifications to the intersection with the eastbound ramp to further mitigate the reduced LOS that signal optimization can't address in the intersection's current configuration. In the response comments to Kleigners, Fairfield and Forest Park requested that the proposed modifications be discussed with ODOT to receive concurrence or discover whether further study or improvements would be necessary. It is Fairfield Public Works' position that the cost of modifying the intersection, along with additional costs attributed to any ODOT requirements, should be the responsibility of the developer at the time of the Phase 2 mixed-use development.

The draft TIS states that truck traffic is expected to use the Omniplex traffic signal. Previous iterations of proposed developments at this site have suggested the Kolb signal would be the primary truck route for accessing the site. The conceptual site plan included with the TIS appears to show that trucks will have the ability to exit the site on Kolb. The response comments have requested clarification on this point and have suggested that appropriate easements be granted to ensure the industrial development is able to access the site from the Omniplex signal in the future. The City also requested that the TIS recommend "No Trucks" signage and pavement markings at Kolb to complement the existing measures the City has already installed. This is also expected to be at the developer's cost.

Once the comments are addressed to the satisfaction of Fairfield and Forest Park, it is expected that both cities will approve the TIS.



PARKING ANALYSIS			
BUILDING #	SIZE (SF)	REQUIRED PARKING*	PROVIDED PARKING
BUILDING 1	354,997	118	312
BUILDING 2	249,684	83	204
BUILDING 3	337,637	113	271
TOTAL	942,318	314	787

*REQUIRED PARKING EQUAL TO (1) SPACE FOR EACH (3) EMPLOYEES ON MAXIMUM SHIFT OR FOR EACH 3000 SQUARE FT OF FLOOR AREA, WHICHEVER IS GREATER.

- (IP) INDUSTRIAL PARK**
- PROPOSED LAND USE:
- ALL PERMITTED USES WITHIN THE INDUSTRIAL PARK DISTRICT IDENTIFIED IN APPENDIX B OF THE CITY OF FOREST PARK ZONING CODE.
- BUILDING HEIGHT SHALL NOT EXCEED 75 FEET
- NOTES**
- DUMPSTERS TO BE LOCATED IN TRUCK COURT IN REAR YARD ADJACENT TO THE BUILDING.
 - DUMPSTERS LOCATED IN REAR YARD ADJACENT TO THE BUILDING DO NOT REQUIRE ADDITIONAL SCREENING.

THE KLEINGERS GROUP

CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE

www.kleingers.com

6219 Centre Park Dr. West Chester, OH 43081 513.770.7851

HILLWOOD A PEROT COMPANY®

DEVELOPMENT PLAN

PARK 275

CITY OF FOREST PARK, OH

CITY OF FAIRFIELD, OH

SEAL:

NO. DATE DESCRIPTION

PARK 275

CITY OF FOREST PARK, OH

CITY OF FAIRFIELD, OH

PROJECT NO: 210795.002

DATE: 2024-12-17

SCALE:

0 50 100 200

SHEET NAME:

DEVELOPMENT PLAN

SHEET NO.

ZN-2



FAIRFIELD
CITY OF OPPORTUNITY
DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 2/12/2025

Please be advised that at the Planning Commission meeting held on Wednesday, February 12, 2025, the Planning Commission voted 7-0 in favor of recommending approval of the request of a change in zoning from C-2, Central Business District to M-1, Industrial Park District for 4.12 acres of land located 400 feet south of the terminus of Kolb Drive at the site of the former Forest Fair Mall, with the following conditions of approval:

1. Notwithstanding the rezoning to M-1 zoning, landscaping services facility and motor vehicle repair shall not be permitted, and no outdoor storage shall be permitted.
2. The recommendations outlined for phase 1 (business park) in the final approved traffic impact study shall be implemented by the applicant.



Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Scott Timmer, City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Director



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Development Services

Subject:

Forest Fair Mall Development Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company LLC, and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive and declaring an emergency.

- Legislation - Second Reading
- Motion - Suspend Third Reading
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a third reading of this ordinance and approve the ordinance as emergency after the second reading on March 10.

Discussion:

Redevelopment of the former Forest Fair Mall property is a challenging prospect in part due to financing structures established when the mall was renovated by the Mills Corporation in the early 2000s. At that time, a tax increment financing (TIF) agreement was executed between the previous original developer, the City of Fairfield, and the Fairfield City School District.

Under the TIF agreement, the Fairfield City School District was entitled to receive annual compensation payments. Throughout the transfers of ownership of the mall property and its overall decline and decreased retail occupancy, these payments went into default. The school district estimates that the outstanding payments now exceed \$1.2 million.

A \$7.9 million grant for demolition of the mall property has been awarded to the Butler County Land Bank by the Ohio Department of Development. The funding is contingent upon the agreement of the City of Fairfield and City of Forest Park. The City of Fairfield desires to resolve all outstanding encumbrances of the mall property, including the outstanding school payments.

Approval of the ordinance would authorize the City Manager to enter into a Development Agreement with Fairfield City Schools, Cincinnati Holding Company (current mall owner), and

a to-be determined entity related to Hillwood (proposed developer). The agreement requires the current owner and developer to each pay \$300,000 to Fairfield City Schools at the time of closing of the sale of the mall property. The City would then pay \$300,000 to the school district within 30 days of the closing date. These collective payments and the planned termination of the TIF agreement will satisfy all school payment requirements.

Financial Impact:

Development Services is requesting the appropriation of \$300,000 from the Transformative Economic Development (TED) fund. The City plans to pursue creation of new Tax Increment Financing (TIF) district(s) within the mall area to recapture revenue generated from any new development that occurs.

Emergency Provision:

Yes - Emergency approval is requested to ensure the property closing and redevelopment can proceed on a timely schedule to meet grant deadlines.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Forest Fair School Payment Agreement - DRAFT
2. Tax Increment Incentive Agreement - Cincinnati Mills
3. DEVELOPMENT AGR-ORD

DEVELOPMENT AGREEMENT

(Forest Fair Mall Redevelopment – Fairfield Parcels)

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into to be effective as of the ____ day of _____ 2025 (the “**Effective Date**”), by and between the FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, an Ohio public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “**Schools**”); CINCINNATI HOLDING CO. LLC, an Ohio limited liability company with its principal offices located at 51 Atlantic Avenue, Floral Park, New York, 11001-2741 (hereinafter “**Owner**”); HILLWOOD ENTITY TBD, an _____ with its principal offices located at _____ (hereinafter “**Buyer**”); and the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “**City**”), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104. The **Schools**, **Owner**, **Buyer**, and **City** may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND INFORMATION

A. **Owner** is the fee simple owner of the former Forest Fair Mall property, an approximately 99 acre site containing a former shopping center with the address of 600 Cincinnati Mills Drive (hereinafter “**Mall Site**”). Approximately 77 acres of the **Mall Site** are located in the City of Forest Park, Hamilton County, Ohio. The remaining approximately 22 acres of the **Mall Site** are located in the City of Fairfield, Butler County, Ohio and bear the Butler County parcel IDs: A0700017000078, A0700017000087, A0700017000097, A0700017000098, A0700017000103 (hereinafter “**Fairfield Parcels**”).

B. **Buyer** has a contract to purchase approximately 55 acres of the **Mall Site**, including approximately 4.5 acres located within the **Fairfield Parcels**. **Buyer** plans to demolish the former shopping center and parking garage located on the **Mall Site** to facilitate redevelopment. The **Fairfield Parcels** are fully located within the boundaries of the **Schools**.

C. The **Mall Site** underwent a major redevelopment in the early 2000s by the now-defunct Mills Corporation of Chevy Chase, Maryland. As part of the redevelopment, a Tax Increment Financing agreement was executed on February 3, 2004 (hereinafter “**TIF Agreement**”) that was made by and between the **City**, **Schools**, and CINCINNATI MILLS, L.L.C. (hereinafter “**Original Developer**”). A copy of the **TIF Agreement** is attached as Exhibit A.

D. Pursuant to Section 1, Paragraph (B) and (C) of the **TIF Agreement**, the covenants of the TIF Agreement run with the land and thus commit any future assignee owners of the **Mall Site** land subject to the **TIF Agreement** to pay Community Partner Payments as described Section 3 (A)(ii) of the **TIF Agreement** and Make Whole Payments as described in Section 5 of the **TIF Agreement**. The Community Partner and Make Whole Payments (hereinafter “**School Payments**”) were not made in 2009 or subsequent years. The **Schools** calculates that the outstanding balance of unpaid **School Payments** to exceed \$1.2 million as of January 1, 2025.

E. The Butler County Land Reutilization Corporation (hereinafter “**Land Bank**”) has tentatively committed an amount not to exceed \$7,902,667.50 in demolition grant funding from

the Ohio Department of Development (hereinafter “**ODOD**”) for the demolition of the former shopping center and parking garage located on the **Mall Site** contingent upon the **Buyer** entering into acceptable agreements with the City of Fairfield and City of Forest Park and closing on the purchase of approximately 55 acres of the **Mall Site** as described in Paragraph B above.

F. In order to advance the redevelopment of the **Mall Site**, the **Parties** have developed a shared funding plan to address the outstanding **School Payments**.

G. The **Parties** have approved and authorized the execution of this Agreement by its duly authorized representatives to document the agreement of the parties in accordance with the requirements of the **Land Bank** demolition grant funding.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the **Parties**, the **Parties** hereby agree as follows:

ARTICLE I

1. Owner and Buyer Payments. The **Owner** and **Buyer** each agree to and will pay three hundred thousand dollars (\$300,000) to **Schools** at the time the approximate 4.5 acres of the **Fairfield Parcels** are sold and transferred from the ownership of the **Owner** to the ownership of the **Buyer** (hereinafter “**Closing Date**”). The **Owner** and **Buyer** shall arrange with the applicable title agencies for the payments to be made via wire transfer to the **Schools** on the **Closing Date** concurrently with other funds exchanges as part of the real estate closing.

2. City Payment: The **City** agrees to and will pay three hundred thousand dollars (\$300,000) to **Schools** within thirty (30) days of the **Closing Date**. The **Buyer** shall provide the **City** and **Schools** a copy of all executed deeds documenting the transfer of ownership of the approximately 55 acres of the **Mall Site** to the **Buyer** and documenting the successful Closing of the **Buyer’s** purchase. The **Buyer** shall provide such documentation within five (5) days of the **Closing Date**.

3. Termination of TIF Agreement: Within ____ days of the **Closing Date** and following receipt by the **Schools** of the payments described in Section 1 and 2 above, the **Parties** will execute agreements to terminate the **TIF Agreement**. Termination of the **TIF Agreement** by the Parties will settle and satisfy all claims by the **Schools** for any outstanding **School Payments**.

ARTICLE II **MISCELLANEOUS PROVISIONS**

1. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested; (ii) by hand delivery in person; or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Any Party may change its address for notice by giving written notice thereof to the other Parties,

and unless and until such notice has been given, the notice address for each Party is as follows:

Schools:

Fairfield City School District
Attn: Treasurer
4641 Bach Lane
Fairfield, Ohio 45014

Owner:

CINCINNATI HOLDING CO. LLC
Attn
51 Atlantic Avenue
Floral Park, New York 11011

With copy to:

Buyer:

Hillwood Entity TBD
Attn
Address
Address

City:

City of Fairfield
Attn: City Manager
5350 Pleasant Avenue
Fairfield, Ohio 45014

2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

3. Entire Agreement. This Agreement, including its exhibits and documents incorporated by reference, constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the Parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation will be deemed to affect or modify any of the terms or conditions of this Agreement.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid, legal, and enforceable under applicable law. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability, while all other terms of this Agreement shall remain in full force and effect.

5. No Third-Party Beneficiary. The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the Parties, or their respective successors and permitted assignees.

6. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

7. Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

8. Terminology. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

9. Term. This Agreement shall go into effect on the Effective Date and remain in effect until all obligations set forth herein have been satisfied by all Parties.

10. Exhibits. The Exhibits identified in this Agreement are hereby incorporated into this Agreement by reference.

11. Construction. The Parties agree that each Party and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

12. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed or deemed to create a partnership or joint venture among the Parties or to render a Party liable for the debts or obligations of any other Party, except as otherwise expressly provided herein.

13. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent, or employee, as the case may be, of the Parties in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of any Party shall be liable personally under this Agreement.

14. No Waiver. No delay or omission by any Party to exercise any right or power accruing upon any failure of performance by any other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by a Party of any breach of the covenants, conditions or agreements herein to be performed by any other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions, or agreements contained herein.

15. Compliance with Laws. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the Parties shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in

compliance with said laws, ordinances, and other regulations.

16. Duly Authorized. By their execution of this Agreement, the Parties certify that this Agreement has been duly authorized and executed.

17. Further Assurances. Upon request, each Party agrees: (i) to furnish to any other Party such further information, (ii) to execute and deliver to any other Party such other documents, and (iii) to do such other acts and things, reasonably required for the purpose of carrying out the intent of this Agreement.

18. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

[SIGNATURES ON FOLLOWING PAGE]

Each of the Parties has caused this Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
Name: _____
Title: Treasurer
Date: _____

CINCINNATI HOLDING CO. LLC

By: _____
Name: _____
Title: _____
Date: _____

HILLWOOD ENTITY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF FAIRFIELD, OHIO,

By: _____
Name: Scott W. Timmer
Title: City Manager
Date: _____

Approved as to form:

Name: John Clemmons, City and Schools Law Director

Approved as to content:

Name: Greg Kathman, City Development Services Director

CITY FISCAL OFFICER’S CERTIFICATE

The undersigned, Director of Finance of the City under this Agreement, certifies hereby that the money required to meet the obligations of the City under this Agreement (including specifically the funds required to meet the obligations of the City in the year 2025) has been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2025

_____,
Diana Davenport, Director of Finance
City of Fairfield, Ohio

EXHIBIT A

TIF Agreement

(attached hereto)

TAX INCREMENT INCENTIVE AGREEMENT

Cincinnati Mills, L.L.C.

[FAIRFIELD CITY SCHOOL DISTRICT]

This Tax Increment Incentive Agreement (the "Agreement"), is made and entered into as of 2/3, 2004 by and among the CITY OF FAIRFIELD, OHIO (the "City"), a municipal corporation organized and existing under the constitution and laws of the State of Ohio, FAIRFIELD CITY SCHOOL DISTRICT (the "District"), a city school district organized under the constitution and laws of the State of Ohio, and CINCINNATI MILLS, L.L.C. (formerly known as Mills Forest Fair, LLC), a Delaware limited liability company, with its principal office located at 1300 Wilson Boulevard, Suite 400, Arlington, Virginia 22209 (the "Developer").

Recitals:

A. As of the date of this Agreement, Developer is the record and beneficial owner of fee title to certain parcels of real estate commonly known as part of the Forest Fair Mall, generally being Butler County Auditor's parcel numbers: A0700017000078 (Part 1 and Part 2); A0700017000087; A07000117000097; and A070001000098; and Hamilton County Auditor's parcel numbers: 589-0001-0004 and 0013; 591-0028-0001 and 0290; 591-0028-0281; 591-0028-0282; 591-0028-0283, 0289, 0292, 0293, 0295, 0296 and 0297; 591-0028-0093, 0291, 0294 and 0298; and 591-0028-0280 pursuant to Deeds recorded in Official Record Volume 6903, Page 162; Volume 7279, Page 181; and Volume 7279, Page 189 of the Butler County, Ohio Records, and in Official Record Book 9048, Page 5078; Volume 9494, Page 5461; and Volume 9494, Page 5496 of the Hamilton County, Ohio Records. GMRI, Inc. is the record and beneficial owner of fee title to Hamilton County Auditor's parcel 591-0028-0287 pursuant to a Deed recorded in Official Record Volume 9308, Page 71 of the Hamilton County, Ohio Records. Chipotle Mexican Grill, Inc. is the record and beneficial owner of fee title to Hamilton County Auditor's parcel 591-0028-0288 and 589-0001-0012 pursuant to a Deed recorded in Official Record Volume 9436, Page 4740 of the Hamilton County, Ohio Records.

B. The parcels described in Recital A above owned by Developer, GMRI, Inc. and Chipotle Mexican Grill, Inc. shall be collectively referred to as the "Mills Parcels" ("Mills Parcels"). The legal descriptions of the Mills Parcels subject to this Agreement are attached hereto as Exhibit A and made a part hereof.

C. Developer intends to cause certain private improvements to be made to parts of the Mills Parcels, i.e. those parts of the Mills Parcels, excluding the portions thereof to be subdivided into separate parcels to be used as public improvements. The parts of the Mills Parcels to be subdivided into separate parcels to be used as public improvements may be referred to herein as the "Garage and Parking Property". The Mills Parcels minus the Garage and Parking Property shall be referred to herein as the "Exempted Property", the legal descriptions of which are attached hereto as Exhibit A-1. Such private improvements consist of the renovation and improvement of a multi-level

retail center located on the Exempted Property ("Developer Improvements"). The legal descriptions of the Garage and Parking Property are attached hereto as Exhibit A-2.

D. The construction of the Developer Improvements on the Exempted Property shall be known as the "Project" ("Project").

E. The City desires to acquire or cause the acquisition of, construct or cause the construction of the public infrastructure improvements described in Exhibit B attached hereto ("Public Improvements"), which are located adjacent to the Exempted Property in both the Cities of Fairfield and Forest Park, which Public Improvements once made would directly benefit the Exempted Property. The Project on the Exempted Property will place direct, additional demand on the Public Improvements.

F. Section 5709.40 et. seq. of the Ohio Revised Code authorizes cities to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the assessed value of the parcel of property after the effective date of the ordinance granting such exemption.

G. Section 5709.42 of the Ohio Revised Code further authorizes cities to require owners of improvements subject to a tax increment financing tax exemption to make payments to the County Treasurer in lieu of taxes, which payments are equivalent to the amount of real property tax which would be payable on the increase in the assessed value of the parcel of property, but for the exemption from taxation ("service payments").

H. Section 5709.43 of the Ohio Revised Code further requires the city receiving payments in lieu of taxes to create a Public Improvement Tax Increment Equivalent Fund for deposit of the entire amount of such payments, to be used to pay the cost of public infrastructure improvements benefiting the parcel subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation.

I. Sections 5709.40, 5709.42 and 5709.43 and related provisions of the Ohio Revised Code will be collectively referred to as the "Act".

J. Pursuant to a letter dated July 18, 2003, the City notified the District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.40, Ohio Revised Code, for one hundred percent (100%) of the increase in the assessed value of the Exempted Property that would first appear on the tax list and duplicate of real property after the effective date of the City Ordinance (as defined below) granting such exemption (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in Section 5709.40) for a period of thirty (30) years commencing with the tax year in which the Improvements first appear on the tax list and duplicate of real property after the effective date of the City Ordinance and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of thirty (30) years; or (2) the date on which the Public Improvements have been paid in full from the Service Payments, as defined herein, (which date is the equivalent of the date of payment in full of the Bonds or defeasance (from sources other than refunding bonds secured by the Service Payments) of the Bonds financing the Public Improvements); or (3) termination of the Agreement as provided herein ("Exemption Period").

K. The District adopted a resolution on November 10, 2003 (the "School District Resolution") approving the TIF Exemption on the condition that the parties hereto enter into this Agreement covering the Exempted Property.

L. The City has, pursuant to an ordinance of the City Council, passed on November 10, 2003 (the "City Ordinance"), granted the TIF Exemption and authorized the execution of this Agreement with respect to the Project.

M. (1) The City Ordinance authorizes proceeds from the Service Payments to be used for the payment of principal (whether at maturity or by prior redemption) of, premium, if any, and interest on bonds (the "Bonds") to be issued by the City, or any other governmental entity authorized by the City pursuant to additional, appropriate legislation of the Council, or other appropriate governmental issuer, to finance or refinance a portion of the costs of the Public Improvements, including land acquisition costs and the costs attributable to the sale of the Bonds, including normal and customary costs of the Public Improvements, including reasonable construction management fees and expenses, planning, engineering, acquisition, construction, installation, administration, financing costs and any and all other costs, reasonable Developer's legal and professional fees connected with financing or other aspects of the transactions herein contemplated, capitalized interest, underwriter's fees, title insurance premiums and costs for the site of the Public Improvements, trustee fees and other administrative fees, appraisal fees and bond counsel fees and any and all legal fees in connection with the transactions herein contemplated, but specifically excluding a debt service reserve fund (which will be separately financed by Developer) (collectively "Bond Related Costs"), and the City intends to use a portion of the Service Payments to provide for payment of the Bonds and such other uses as may be permitted by the City Ordinance.

(2) The City Ordinance further provides that, pursuant to this Agreement, after payment in each year from the Service Payments of the principal of and interest and any premium on the Bonds and all related charges, including replenishment of any depleted reserve funds, trustee, administrative, bond issuer and other fees and annual servicing costs required to be paid during the Bond Year, as herein defined, under an indenture pursuant to which the bonds are being issued (collectively "Annual Bond Payments"), the balance of the Service Payments will be distributed to the District, as set forth herein, provided, however, that the amount of such distribution in any calendar year shall not exceed the amount of taxes that the District would have received if the increase in the assessed value of the Exempted Property had not been exempt from taxation, subject to adjustment as herein provided. The term "Bond Year" shall mean the twelve month period immediately preceding and ending on the last date on which principal payments on the Bonds are due in any calendar year, or as otherwise defined in the trust indenture securing the Bonds provided for in Section 2 of this Agreement.

N. Sections 5709.40 and 5709.82 of the Ohio Revised Code permit the City, the District and the Developer to enter into this Agreement in order to compensate the District for property taxes lost as a result of the TIF Exemption.

O. The parties desire to enter into this Agreement on the terms as hereinafter provided to encourage the District and the City to cooperate in the granting of the TIF Exemption to enable the renovation and rehabilitation of the Exempted Property to be carried out and the City desires to make the Developer a party to this Agreement as a condition to the City's approving the TIF Exemption in

order to insure that the Developer's obligations specifically set forth herein are fulfilled, and that the collection of the Service Payments and the mechanism for compensating the School District which is described herein, will be undertaken with consistency.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

Section 1. General Covenants of the Developer.

(A) During the Exemption Period, Developer hereby covenants and agrees to make (or cause to be made) semiannual payments in lieu of real estate taxes equivalent to the amount of real property tax, which would be payable on the Improvements but for the exemption in the City Ordinance and in an ordinance passed or to be passed by the City of Forest Park containing similar terms to that of the City Ordinance ("Forest Park City Ordinance") ("Service Payments"). The obligation to make Service Payments shall run with the land and once this Agreement is assigned or transferred by the Developer, the Developer shall have no further obligation hereunder as of the date of such assignment or transfer if the Developer is no longer the owner of any Exempted Property. In the event the Developer retains ownership of part of the Exempted Property, the Developer's obligation hereunder shall be limited to making the Service Payments specifically allocated to the part of the Exempted Property retained by Developer. The Service Payments shall be made semiannually to the Treasurer of the County, or to the designated agent of the Treasurer of the County for collection of the Service Payments, on or before the date on which real property taxes would otherwise be due and payable. Any late Service Payments shall include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes.

(B) It is intended and agreed, and it shall be so provided in any future deed conveying the Exempted Property or any portion thereof, that the covenants provided in this Agreement shall, for the term of this Agreement, be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City and the District, whether or not such provision is included in any succeeding deed to Developer's successors and assigns. It is further intended and agreed that these agreements and covenants shall remain in effect for the Exemption Period.

(C) Such covenants running with the land shall have priority over any other lien or encumbrance on the Exempted Property subject to exceptions contained in Exhibit C.

(D) Developer shall prepare and file or cause to be prepared and filed in cooperation with the City all necessary applications and supporting documents to obtain the exemption from real property taxation for the Exempted Property authorized by the Act and the City Ordinance to enable the Treasurer of the County to collect Service Payments thereunder and to disburse such payments to or for the account of the City for deposit into the City of Fairfield (Forest Fair Mall Project) Public Improvement Tax Increment Equivalent Fund (the "Fund"). The City and District will cooperate with Developer in connection with their preparation and filing of the required exemption applications.

Section 2. Bonds.

(A) The City shall cooperate with the Developer, the City of Forest Park and the issuer of the Bonds to provide for the issuance of the Bonds to finance the Bond Related Costs under a cooperative agreement to be entered into among the City, the City of Forest Park, the Developer and the issuer of the Bonds. The City shall also cooperate with the Developer, applicable county officials and the District in providing for the transfer of Service Payments (and any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) to or for the account of the issuer of the Bonds for the payment of the Annual Bond Payments, for the payments due to the District under this Agreement and for the application of the Excess Revenues, as defined herein, to be applied as provided in Section 3(a)(iv) hereof.

(B) Any excess Bond proceeds shall be used to pay principal or interest on the Bonds or to purchase or redeem the Bonds, as permitted by the indenture authorizing the issuance of the Bonds.

(C) In order to provide first for the payment of the Annual Bond Payments and second, if any amounts remain after paying the Annual Bond Payments, to provide for payments to school districts that would have received real estate tax payments on the Improvements but for the exemption described herein, it is understood, acknowledged and agreed by the Developer, the City and the District, that

(i) Service Payments (and any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) will be transferred from Hamilton County and Butler County to two municipalities (the City and the City of Forest Park) for deposit in tax increment equivalent funds maintained by those municipalities under substantially identical terms to those set forth or described herein,

(ii) Payments described in Section 3(A)(iii) and (iv) hereof will be provided for by those two municipalities for the benefit of three school districts (by the City of Fairfield for the benefit of the District and by the City of Forest Park for the benefit of the Winton Woods City School District and the Northwest Local School District),

(iii) Those municipalities will provide for the Annual Bond Payments and any such school district payments by transferring the amounts deposited into their respective tax increment equivalent funds to, or for the benefit of the issuer of the Bonds, which will collect all such payments in a single fund maintained by the issuer of the Bonds, or by a trustee on behalf of that issuer (the "Trustee Fund") for the benefit of the registered owners of the Bonds,

(iv) All payments to be made by the City to the District pursuant to this Agreement (and all similar payments to be made to the other school districts referred to in Section 2(C)(ii)) shall be payable solely from the Trustee Fund,

(v) Any payment to be made from the Trustee Fund to the school districts shall be allocated annually among those districts for that year based on the ratios set forth below. The

“Winton Woods District Tax Equivalent Amount,” and the “Northwest District Tax Equivalent Amount” shall mean the amount of real property taxes (including any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) which would have been distributed to the Winton Woods City School District, and the Northwest Local School District, respectively, in such year with respect to the Hamilton County portion of the Exempted Property had there been no real property tax exemption under the Forest Park City Ordinance. The “Fairfield District Tax Equivalent Amount” shall mean the amount of real property taxes (including any associated interest or penalties or rollback payments due under Ohio Revised Code Section 321.24 relating to Section 319.30) which would have been distributed to the District, in such year, with respect to the Butler County portion of the Exempted Property had there been no real property tax exemption under the City Ordinance.

Such ratios shall be as follows: (a) for the Winton Woods City School District: the Winton Woods District Tax Equivalent Amount divided by the sum of the Winton Woods District Tax Equivalent Amount plus the Northwest District Tax Equivalent Amount plus the Fairfield District Tax Equivalent Amount (such sum being referred to as the “Three District Total Tax Equivalent Amount”) (“Winton Woods Ratio”); (b) for Northwest Local School District: the Northwest District Tax Equivalent Amount divided by the Three District Total Tax Equivalent Amount (“Northwest Ratio”); and (c) for the District: the Fairfield District Tax Equivalent Amount divided by the Three District Total Tax Equivalent Amount (“Fairfield Ratio”).

(vi) Prior to issuance of the Bonds, the issuer of and trustee for the registered owners of the Bonds, shall enter into an Administration Agreement (“Administration Agreement”) (in form satisfactory to both municipalities and the Developer) with an independent administrator (“Administrator”) with expertise in such calculations who shall make all determinations, calculations and allocations required or desirable to be made in order to implement the transactions contemplated by this Agreement (and the other similar agreements relating to the Project among the Developer and the municipalities and school districts referred to above). Copies of such supporting determinations, calculations and allocations with supporting documentation shall be forwarded to the District at the time of payment of the District Compensation Payment. The issuer of and trustee for the registered owners of the Bonds shall send out requests for proposals for the work to be performed by and the qualifications of the Administrator described above. The Developer and both municipalities shall have the right to direct that entities of their choosing receive such requests for proposals. The issuer of and trustee for the registered owners of the Bonds shall share the results of the requests for proposals with both municipalities and the Developer and shall consider the comments and concerns, if any, of both municipalities and the Developer in choosing the Administrator. Notwithstanding anything to the contrary herein, the Developer and/or either municipality shall have the right to approve or reject any choice of Administrator made by the issuer of and trustee for the registered owners of the Bonds.

Section 3. Compensation Payments.

(A) The City or the Developer, as applicable, hereby agree to make or cause to be made the Up Front Payment, the Fairfield Compensation Payment (subject to applicable credits) and the Community Partner Payments to the District and to apply or cause to be applied any Excess Revenues all as defined or described in this Section 3(A);

(i) Up Front Payment. The Developer shall pay on the date of closing and funding of the Bonds to the District the amount of Six Hundred Thousand Dollars (\$600,000.00) ("Up Front Payment"). Such amount shall be credited in consecutive years against the City's obligation to pay the Fairfield District Compensation Payment, as defined below, beginning with the first year in which any such compensation obligation arises but only until the sum of all such credits equals the amount of the Up Front Payment. The amount of such credit in any such year shall be equal to the lesser of: (i) the Fairfield District Compensation Payment or (ii) the amount of the Up Front Payment less the sum of all previous credits granted pursuant to the preceding sentence. In no event shall the Up Front Payment be subject to return by the District regardless of the eventual size and distribution of the Trustee Fund. The Up Front Payment shall also be credited against the Fairfield District Tax Equivalent Amount but only until the sum of all such credits equals the amount of the Up Front Payment and in the case where such Up Front Credit is so applied, such Up Front Credit shall be the lesser of: (i) the Fairfield District Tax Equivalent Amount; or (ii) the amount of the Up Front Payment less the sum of all previous credits granted against the Fairfield District Tax Equivalent Amount.

(ii) Community Partner Payments. The Developer agrees to pay the District \$10,000 per year, for five years, for each of two school projects of the District's choice ("Community Partner Payments"), for a total of \$20,000 per year for five years, in the form of corporate sponsorships. These Community Partner Payments will be made to the District on or before the 31st day of December of the calendar year in which the Bonds are issued and funded and on December 31 for the following four consecutive years, regardless of whether or not the Developer has approved the school projects. District shall notify Developer at least thirty days in advance of beginning the school project or naming Developer a corporate sponsor of the school project. Developer may decline to be named as a sponsor for any school project, but District agrees that none of the school projects shall be political, controversial, negatively impact Developer or used in association with any project affiliated with a competing mall or entertainment/retail center. The Community Partner Payments are not to be credited against the City's obligation under Section 3(A)(iii) herein. Developer's obligation to make such payments shall survive the termination of this Agreement, subject to the terms of Sections 6 and 7 of this Agreement.

(iii) Compensation Payments. The City shall pay or cause to be paid to the District each calendar year, but solely from the Trustee Fund, the amount, if any, remaining in the Trustee Fund after payment of the Annual Bond Payments, multiplied by the Fairfield Ratio ("Fairfield District Compensation Payment") minus any credit to be applied in that year pursuant to Section 3(A)(i); provided, however, that, except as provided in Section 3(A)(iv) hereof, such amount shall not exceed the Fairfield District Tax Equivalent Amount less any credit to be applied pursuant to Section 3(A)(i). (The term "Northwest District Compensation Payment" shall mean the amount the City of Forest Park shall pay or cause to be paid to Northwest Local School District each calendar year, but solely from the Trustee Fund equal to the amount, if any, remaining in the Trustee Fund after payment of the Annual Bond Payments multiplied by the Northwest Ratio and calculated in a manner similar to that of the Fairfield District Compensation Payment and subject to similar credits and limitations. The term "Winton Woods Compensation Payment" shall mean the amount the City of Forest Park shall pay or cause to be paid to the Winton Woods City School District each calendar year, but solely from the Trustee Fund, equal to the amount, if any, remaining in the Trustee

Fund after payment of the Annual Bond Payments multiplied by the Winton Woods Ratio and calculated in a manner similar to that of the Fairfield District Compensation Payment and subject to similar credits and limitations.) In the event that Service Payments in any year are insufficient to pay the Annual Bond Payments and to pay the District the Fairfield District Tax Equivalent Amount less any credit to be applied in that year pursuant to Section 3(A)(i), and to pay Northwest Local School District the Northwest District Tax Equivalent Amount less the Northwest Up Front Payment Credit (as defined below) and to pay Winton Woods City School District the Winton Woods District Tax Equivalent Amount less the Winton Woods Up Front Payment Credit (as defined below), the deficiencies will accumulate and the District will be entitled to delinquent compensation, but solely from the Trustee Fund, as set forth in subsection 3(A)(iv) below. However, nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

(iv) Excess Revenues. If in any calendar year the amount remaining in the Trustee Fund after (a) payment of the Annual Bond Payments and (b) payment to the District of the Fairfield District Compensation Payment minus any credit for the Up Front Payment; payment to Northwest Local School District of the Northwest District Compensation Payment minus any credit for Northwest Local School District's up front payment of \$1,950,000, the credit for same being calculated similarly to the credit for District's credit of the Up Front Payment; ("Northwest Up Front Payment Credit"); and payment to Winton Woods City School District of the Winton Woods District Compensation Payment minus any credit for Winton Woods City School District's up front payment of \$500,000, the credit for same being calculated similarly to the credit for District's credit of the Up Front Payment ("Winton Woods Up Front Payment Credit"), is greater than zero (such amount being referred to herein as the "Excess Revenues"), such Excess Revenues shall be paid, but solely from the Trustee Fund, as follows:

(1) First to the District, Northwest Local School District and Winton Woods City School District as set forth below to the extent that the payments received by the District, the Northwest Local School District and the Winton Woods City School District in any of the prior calendar years pursuant to Section 3(A)(iii) above were less than the sum of: the Fairfield District Tax Equivalent Amount minus the credit for the Up Front Payment (which difference for purposes of the calculation of the Total Accumulated Deficiencies defined below will not be less than zero); plus the Northwest District Tax Equivalent Amount minus the Northwest Up Front Payment Credit (which difference for purposes of the calculation of the Total Accumulated Deficiencies defined below will not be less than zero); plus the Winton Woods District Tax Equivalent Amount minus the Winton Woods Up Front Payment Credit (which difference for purposes of the calculation of the Total Accumulated Deficiencies defined below will not be less than zero), which would have been distributed to the District, Northwest Local School District and Winton Woods School District, respectively in such years (the "Total Accumulated Deficiencies"). In the event there are Total Accumulated Deficiencies, the District shall receive an amount equal to the product of the Excess Revenues (not to exceed the amount of the Total Accumulated Deficiencies) multiplied by the Fairfield Deficiency Ratio, as herein defined; the Northwest Local School District shall receive an amount equal to the product of the Excess Revenues (not to exceed the amount of the Total Accumulated Deficiencies) multiplied by the Northwest Deficiency Ratio, as herein defined; and Winton Woods City School District shall receive an amount equal to the product of the Excess Revenues (not to exceed the amount of the Total Accumulated Deficiencies) multiplied by the

Winton Woods Deficiency Ratio, as herein defined, all as determined by the Administrator pursuant to the Administration Agreement.

(a) The "Fairfield Deficiency" shall be equal to the difference between the following amounts for all prior calendar years: 1) the Fairfield District Tax Equivalent Amount minus any credit for the Up Front Payment Credit minus 2) the Fairfield District Compensation Payment minus any credit for the Up Front Payment Credit. The "Fairfield Deficiency Ratio" shall be an amount equal to the Fairfield Deficiency divided by the Total Accumulated Deficiencies.

(b) The "Northwest Deficiency" shall be equal to the difference between the following amounts for all prior calendar years: 1) the Northwest District Tax Equivalent Amount minus any credit for the Northwest Up Front Payment Credit minus 2) the Northwest District Compensation Payment minus any credit for the Northwest Up Front Payment Credit. The "Northwest Deficiency Ratio" shall be an amount equal to the Northwest Deficiency divided by the Total Accumulated Deficiencies.

(c) The "Winton Woods Deficiency" shall be equal to the difference between the following amounts for all prior calendar years: 1) the Winton Woods District Tax Equivalent Amount minus any credit for the Winton Woods Up Front Payment Credit minus 2) the Winton Woods District Compensation Payment minus any credit for the Winton Woods Up Front Payment Credit. The "Winton Woods Deficiency Ratio" shall be an amount equal to the Winton Woods Deficiency divided by the Total Accumulated Deficiencies.

(2) Second, any Excess Revenues shall be paid to redeem or purchase Bonds, establish reserves for the payment of interest and all associated costs.

(v) Timing. The amounts payable pursuant to subsections 3(A)(iii) and (iv) above shall be paid once a year on the first day deemed practicable by the Administrator under the Administration Agreement taking into account the timing of the payment of the Annual Bond Payments and the timing of the payment of and transfer into the Trustee Fund of the Service Payments (and any other payments providing security for the Bonds). The parties acknowledge that there may be delays in the collection of the Service Payments from Hamilton County and Butler County to the City of Forest Park and the City respectively and the transfer of Service Payments into the Trustee Fund by the City of Forest Park and City as compared to the dates payments are due under the Bonds and that the Administrator shall have discretion under the Administration Agreement to reconcile the calculation of payments due under this Agreement to take these delays into account, such reconciliation to be consistent with the intent of the terms of this Agreement. Such reconciliation shall include but not be limited to the Administrator making District Compensation Payments only after the Administrator has determined, based on then-current projections, that there are anticipated to be sufficient Service Payments available to make the scheduled Annual Bond Payments for the next succeeding six-month period.

(vi) Bonds Not Issued. Notwithstanding anything to the contrary in this Agreement, Developer shall not be obligated to pay any amounts due under this Agreement in the event the Bonds are not issued.

(B) In determining the amount of the Service Payments required by the City, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under the Act shall be the increase in value of the parcels from and after the date that the City Ordinance granting the TIF Exemption was adopted by the City regardless of the date on which the exemption from real property taxation is certified to the Butler County Auditor by the Tax Commissioner of the State of Ohio.

Section 4. District Approval and Agreement.

(A) The District hereby confirms approval of the City Ordinance and the real property exemption (of one hundred percent for a period of thirty years) provided therein and further acknowledges and agrees that it has received sufficient notice of the proposed passage of the City Ordinance and the exemption provided for therein and waives the right to any further notice thereunder as may be required pursuant to Sections 5709.40 or 5709.83 of the Ohio Revised Code with respect to the City Ordinance.

(B) The District hereby agrees that this Agreement constitutes an "agreement" within the meaning of Section 5709.82(C) of the Ohio Revised Code and hereby waives any right to the receipt of income tax revenues pursuant to Section 5709.82(D) derived directly or indirectly from the Exempted Property except as otherwise herein provided.

Section 5. City, District and Developer Agreement. The City agrees that so long as the Exemption Period is in effect, it shall not grant or approve any additional exemptions from real property taxation of the assessed value of the Exempted Property existing as of January 1, 2003 without the approval of the District, except as set forth in this Agreement. The City also agrees that so long as the Exemption Period is in effect, it shall not initiate, grant or approve any special or other assessments against the Mills Parcels (without Developer's written agreement) other than those that exist on the date of this Agreement. Further, the City, District and Developer hereby adopt and utilize the Hamilton and Butler County Auditors' assessed values of the Mills Parcels for tax year 2003 as the base valuation for purposes of computing the increase in the assessed value of the Mills Parcels under this Agreement. Developer (or the issuer of the Bonds), may, at Developer's (or the issuer of the Bond's) option, seek to exempt the base or any increment valuation of the portion of the Mills Parcels located within the District and transferred or conveyed to the issuer of the Bonds, and City and District will not seek to increase the base valuation or increment of the Mills Parcels.

The parties agree that the taxable fair market base value of the Mills Parcels located within the District as of January 1, 2002 is \$8,895,630.00 (and that the taxable fair market base value of the Mills Parcels located within the District as of January 1, 2003 is \$8,895,630.00); the taxable fair market base value for the Winton Woods School District as of January 1, 2002 is \$20,750,000.00 (and the taxable fair market base value for the Winton Woods School District as of January 1, 2003 is \$20,750,000.00); and the taxable fair market base value for the Northwest Local School District as of January 1, 2002 is \$29,252,100.00 (and the taxable fair market base value for the Northwest Local School District as of January 1, 2003 is \$29,747,190.00).

In the event the District's taxable fair market base value ("District Base Value") of the Mills Parcels located within the District ("District Parcels") falls below a total of \$8,895,630.00 in any calendar year during the Exemption Period, unless such reduction in value is due to revaluation as a result of damage, destruction or condemnation which prevents occupancy or use of part or all of the District Parcels, then Developer shall pay District the "Make Whole Payment" as defined below, less any credit for "School Foundation Payments" as defined below. This paragraph shall be applicable based upon the District Base Value of the District Parcels of \$8,895,630.00 as stated above, whether or not parts of the District Parcels are transferred to the Port (or the issuer of the Bonds) and whether or not such transferred parts of the District Parcels are subsequently granted exemption from real property taxation.

The Make Whole Payment shall be the amount, in any calendar year, that the District would have received (as the district's share) from the real estate taxes assessed on a District Base Value of \$8,895,630.00 minus (i) the amount the District is entitled to receive (as the District's share) from the real estate taxes assessed on the actual District Base Value if it is less than \$8,895,630.00, and (ii) the additional amount, if any, the District is entitled to receive from the State of Ohio School Foundation Program (currently Chapter 3317 of the Ohio Revised Code) or any similar program as a result of the District Base Value being less than \$8,895,630.00 ("School Foundation Payments").

The Make Whole Payment shall be due the later of: (1) sixty (60) days after notice from the District to the Developer that a Make Whole Payment is due, including the amount of the proposed Make Whole Payment; or (2) the later of thirty (30) days after: (i) taxes are otherwise due or (ii) the applicable School Foundation Payments are determined, and shall be payable by Developer during the Exemption Period as long as the Agreement is in full force and effect.

Developer's obligation to make the Make Whole Payments shall be guaranteed by the guaranty of The Mills Limited Partnership, a Delaware Limited Partnership according to the terms of Guaranty in the form attached hereto as Exhibit D.

Notwithstanding anything to the contrary in this Agreement, Developer shall have no obligation to make any Make Whole Payments until after closing and funding of the Bonds.

Section 6. Termination. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Exemptions pursuant to Section 5709.40 through 5709.43 of the Ohio Revised Code are in effect with respect to the Exempted Property, but in no event later than the expiration of the Exemption Period. The Developer shall have no further obligations hereunder upon termination of this Agreement. This Agreement shall further terminate if Bonds to finance the Public Improvements are not issued by June 1, 2004 and in such event, the exemption provided under the City Ordinance shall be terminated and the parties shall have no obligation to each other hereunder.

Section 7. Assignment. Developer may freely assign this Agreement or, subject to the terms of Section 1 of this Agreement, transfer, mortgage, pledge or encumber the Exempted Property or any part thereof. Once the Developer assigns or transfers this Agreement, Developer shall be released from any and all further obligation hereunder as of the date of such assignment or

transfer; but nothing herein shall affect the obligation to pay Service Payments which obligation shall run with the land and not be a personal obligation of Developer, nor shall anything herein affect the obligations of Developer under Section 11(B) of this Agreement to pay the Community Partner Payments.

Section 8. Property Damage Insurance; Damage or Destruction. Developer agrees that so long as this Agreement remains in effect, it will, at its own cost and expense, provide and maintain or will cause to be provided and maintained on the Exempted Property (including all building improvements therein), insurance against loss or damage by fire and those hazards ordinarily covered in all-risk property insurance policies in Cincinnati, Ohio, in an amount not less than one hundred percent (100%) of the replacement value, exclusive of land. Such insurance shall be effected under standard form policies issued by insurers of recognized responsibility, authorized to do business in the State of Ohio and well rated by national rating organizations. Developer shall furnish or cause to be furnished to the City certificates or other evidence of such insurance upon the commencement of the construction of the Developer Improvements.

Section 9. Representations of Developer, the City and the District.

(a) Developer hereby represents and warrants to and covenants with the City and the District that Developer has full power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly and effectively approved and authorized by all necessary action.

(b) The City hereby represents and warrants to and covenants with Developer and the District that the City has full power and authority to enter into and to perform its obligations under this Agreement, and that the execution, delivery and performance of the Agreement have been duly and effectively approved and authorized by all necessary action.

(c) The District hereby represents and warrants to and covenants with Developer and the City that the District has full power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance of the Agreement have been duly and effectively approved and authorized by all necessary action.

Section 10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City, the District and Developer and their respective successors and assigns. No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Exempted Property or any part of the Exempted Property to any successor in interest of Developer, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Section 11. Remedies.

In the event of a breach of this Agreement or any of its terms by Developer, the City or the District, the affected party(s) shall provide written notice of such breach to the party committing the breach, at the address specified in Section 12 hereof (or such other address as the party may specify in writing) so that that party may attempt to cure the same. In case such remedial action is not taken

or not diligently pursued within forty-five (45) days of such written notice, or in case such action does not cure the breach within a reasonable period after its commencement, the affected party(s) shall be limited to the remedies set forth below:

A. In the event of a breach by the City or the District, specific performance and any other remedy available at law or equity.

B. In the event of a breach by the Developer, no personal liability, but only such remedies available as if such failure resulted from the failure to pay real estate taxes on the Exempted Property owned by Developer, except that in the event of a breach by Developer to pay the Community Partner Payments, all remedies available at law to the District, to recover only such Community Partner Payments.

Section 12. Notices. All notices and formal requests or demands required or appropriate hereunder shall be personally delivered, sent by overnight courier or sent by registered or certified mail and shall be deemed to have been served or given when personally delivered, sent by overnight courier or enclosed in a properly sealed and addressed envelope or wrapper, and deposited postage prepaid in a post office, branch post office or post office box regularly maintained by the United States Postal Service. Notices are to be addressed as follows:

If to the City:

City of Fairfield
5350 Pleasant Avenue
Fairfield, OH 45014
Attn: City Manager

With a copy to:

Brenda K. Wehmer, Esq.
Peck Shaffer & Williams LLP
201 E. Fifth Street, Suite 900
Cincinnati, OH 45202-4144

or such other person or place as the City may designate in writing;

If to the Developer:

Cincinnati Mills, L.L.C.
Attention: Ms. Carolyn Lange
1300 Wilson Boulevard, Suite 400
Arlington, Virginia 22209-2300

And to:

Cincinnati Mills, L.L.C.
Attention: General Counsel
1300 Wilson Boulevard, Suite 400
Arlington, Virginia 22209-2300

With a copy to:

Monica Donath Kohnen, Esq.
Graydon Head & Ritchey LLP
511 Walnut Street
Suite 1900
Cincinnati, Ohio 45202

Or to such other person or place as the Developer may designate in writing.

If to the District:

Mr. J. Scott Gooding II, Treasurer
Fairfield City Schools
211 Donald Drive
Fairfield, OH 45013-3095

With a copy to:

Dr. Robert B. Farrell, Superintendent
Fairfield City Schools
211 Donald Drive
Fairfield, OH 45013-3095

or to such other person or place as the District may designate in writing;

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 14. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

Section 15. Partial Invalidity. In case any section or provisions of this Agreement or any covenant, stipulation, obligation, agreement, act or action or part hereof, made assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder hereof, and any other section or provision hereof, and any other covenant, stipulation, obligation, agreement, act or action shall be construed and enforced as if such illegal or invalid portion were not contained herein, nor shall such

illegality or invalidity of any application hereof affect any legal or valid application hereof and each such section, provisions, covenants, stipulation, obligation, agreement, act or action or party hereof shall be deemed to be effective, operative, made, entered into or taken in the many and to the full extent permitted by law.

Section 16. Outlots. Notwithstanding anything to the contrary herein, Developer shall have no obligation with respect to real estate owned by GMRI, Inc. or by Chipotle Mexican Grill, Inc. as more fully described in Recital A hereof (collectively "Outlots", singularly "Outlot"), including but not limited to the obligation to make Service Payments on the Outlots or to insure same. It is intended by the parties hereto that the Outlots will be included as part of the Exempted Property pursuant to the City Ordinance and that payments in lieu of taxes attributable to the Outlots will be applied in the same manner as the Service Payments are applied under this Agreement.

Section 17. Amendments. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the District and Developer have caused this Agreement to be signed in their respective names by their duly authorized officers, as of the date hereinabove written.

WITNESSES:

Kimberly N. Coyner
Print Name: KIMBERLY N. COYNER

John H. Clemmons
Print Name: JOHN H. CLEMMONS

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

CITY OF FAIRFIELD, OHIO

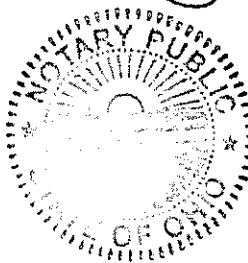
By: Arthur E. Pizzano
Arthur E. Pizzano
Mayor/City Manager

And By: James A. Hanson
JAMES A. HANSON
Director of Finance

Before me, a Notary Public in and for said County and State, personally appeared ARTHUR E. PIZZANO, the CITY MANAGER and JAMES A. HANSON, the DIRECTOR OF FINANCE of the City of Fairfield, Ohio, who acknowledged that they signed the foregoing instrument as the fully authorized officers of said City of Fairfield, Ohio, a municipal corporation of the State of Ohio, and that the same is their free act and deed and the free act and deed, respectively, as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at FAIRFIELD, Ohio, on this 23rd day of JANUARY, 2004.

John H. Clemmons
Notary Public



JOHN H. CLEMMONS, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no Expiration Date
O.R.C. Section 147.03

FAIRFIELD CITY SCHOOL DISTRICT

John H. Clemmons
Print Name: JOHN H. CLEMMONS

Kimberly N. Coynes
Print Name: KIMBERLY N. COYNES

By: Anne Crone
President, Board of Education

And By: R. B. Farrell
Robert B. Farrell
Superintendent

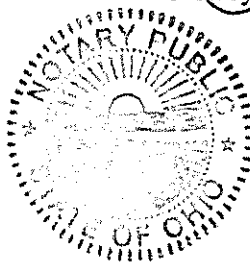
And By: J. Scott Gooding II
J. Scott Gooding II
Treasurer

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Before me, a Notary Public in and for said County and State, personally appeared ANNE CRONE, the PRESIDENT and ROBERT B. FARRELL, the SUPERINTENDENT and J. SCOTT GOODING II the TREASURER of Fairfield City School District, who acknowledged that they signed the foregoing instrument for and on behalf of said school district, as the fully authorized officers thereof, and that the same is their free act and deed and the free act and deed, respectively, as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at FAIRFIELD, Ohio, on this 23rd day of JANUARY, 2004.

John H. Clemmons
Notary Public



JOHN H. CLEMMONS, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no Expiration Date
O.R.C. Section 147.03

WITNESSES:

Thomas B. Bousicle
Print Name: Thomas B. Bousicle

Nancy S. Farrell
Print Name: Nancy S. Farrell

CINCINNATI MILLS, L.L.C.
a Delaware limited liability company

By: The Mills Limited Partnership,
a Delaware limited partnership
Title: Its ~~Sole Member~~ Manager

By: The Mills Corporation,
a Delaware corporation,
Title: Its General Partner

By: Thomas E. Frost
Name: _____
Title: Thomas E. Frost
Executive Vice President

STATE OF Virginia)
COUNTY OF Arlington) SS:

manager Before me, a Notary Public in and for said County and State, personally appeared Thomas E. Frost, the ~~Executive Vice President, General Counsel~~ of The Mills Corporation, a Delaware corporation, the general partner of The Mills Limited Partnership, a Delaware limited partnership, the ~~Sole Member~~ of Cincinnati Mills, L.L.C., a Delaware limited liability company, who acknowledged that he/she signed the foregoing instrument for and on behalf of said limited liability company, and that the same is his/her free act and deed and the free act and deed of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Arlington, Virginia, Ohio, on this 26th day of January, 2004.

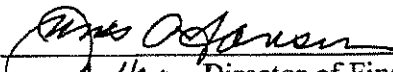
Shacile Mito
Notary Public

MY COMMISSION EXPIRES
AUGUST 31, 2007

CERTIFICATE OF DIRECTOR OF FINANCE

As Director of Finance of the City of Fairfield, Ohio, I certify that the money required to meet the obligations of the City of Fairfield during the year 2003, if any, under the attached Agreement has been lawfully appropriated by the Council of the City for those purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: 1-23, 2004


JAMES A. HANSON Director of Finance
City of Fairfield, Ohio

Consent

Northwest Local School District consents to the foregoing Agreement with respect to Hamilton County, Ohio Auditor's Office Parcel #589-0001-0004 (.012 acres) located in the City of Fairfield.

NORTHWEST LOCAL SCHOOL DISTRICT

Print Name: _____

Print Name: _____

By: Robert H. Stewart
President, Board of Education

And By: Kathryn Hellweg
Kathryn Hellweg
Superintendent

And By: Randy L. Seymour
Randy L. Seymour
Treasurer

STATE OF OHIO)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Rick Stewart, the Kathryn Hellweg and Randy Seymour, the President and Superintendent the Treasurer of Northwest Local School District, who acknowledged that they signed the foregoing instrument for and on behalf of said school district, as the fully authorized officers thereof, and that the same is their free act and deed and the free act and deed, respectively, as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus / Cincinnati, Ohio, on this 23 day of Jan, 2004.

C. Bronston McCord III
Notary Public
C. Bronston McCord III

COLLECTION GUARANTY

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, and to induce the Fairfield City School District (the "Promisee") to enter into a Tax Increment Incentive Agreement dated 2/3/04 by and among the Promisee, the City of Fairfield, Ohio and Cincinnati Mills L.L.C. ("Mills") in connection with real estate commonly known as the Forest Fair Mall located in both Hamilton and Butler Counties, Ohio ("TIF Agreement"), the undersigned, The Mills Limited Partnership, a Delaware limited partnership ("Guarantor") hereby guarantees the Make Whole Payments, as defined in the TIF Agreement, as they become due ("Sums") from Mills pursuant to the TIF Agreement.

The Promisee shall first seek payment against Mills prior to making any demand on or invoking any of the Promisee's rights and remedies against the Guarantor.

It is understood that this guaranty is conditional in that it is a guaranty of collection only. The undersigned shall not be obligated to make any payment hereunder until all reasonable attempts to collect from Mills, with due diligence and using reasonable legal means, have failed.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of Ohio.

This Guaranty shall bind the Guarantor and Guarantor's successors and assigns, and shall inure to the benefit of Promisee and Promisee's successors and assigns.

IN WITNESS WHEREOF, this Guaranty has been duly executed as set forth below.

THE MILLS LIMITED PARTNERSHIP

By: THE MILLS CORPORATION, general partnership

By: T. P. Fitzgerald
Name: TERENCE P. FITZGERALD
Title: Executive Vice President
Date: Domestic Development

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, CINCINNATI HOLDING COMPANY, LLC, AND A HILLWOOD DEVELOPMENT ENTITY RELATIVE TO THE REDEVELOPMENT OF THE FORMER FOREST FAIR MALL PROPERTY ON CINCINNATI MILLS DRIVE AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to execute a Development Agreement with the Fairfield City School District Board of Education, Cincinnati Holding Company, LLC and a Hillwood development entity relative to the redevelopment of the former Forest Fair Mall property on Cincinnati Mills Drive in accordance with the agreement on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the property closing and redevelopment can proceed on a timely schedule to meet grant deadlines; wherefore, this ordinance shall take effect immediately upon its passage.

Passed		
		Mayor's Approval
Posted		
First Reading		Rules Suspended
Second Reading		Emergency
Third Reading		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\DEVELOPMENT AGR-ORD



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

2025 Boards and Commissions Appointments

Legislation Title:

Simple Motion: Motion to approve the following 2025 Boards/Commissions Appointments effective April 1, 2025:

Anthony Rawe - Board of Zoning Appeals, term expires 3/31/30
Carol Mayhall - Civil Service Commission, term expires 3/31/28
Megan Murray - Parks & Recreation Board, 1st Ward Seat, term expires 3/31/28
Mindy Muller - Parks & Recreation Board, 4th Ward Seat, term expires 3/31/28
Don Hassler - Planning Commission, 2nd Ward Seat, term expires 3/31/29
Scott Lepsky - Planning Commission, 4th Ward Seat, term expires 3/31/29
William Biddinger - Income Tax Board of Review, term expires 3/31/27
Carl Wildow - Income Tax Board of Review, term expires 3/31/27

Recommendation:

It is recommended that City Council, via simple motion, appoint the named residents to serve on the various boards and commissions effective April 1, 2025.

Discussion:

Each year on March 31, positions become available on Fairfield's various boards and commissions due to expiring terms of office. Advertising for the March 31 vacancies began on December 9, 2024 and concluded on January 17, 2025. The members of City Council interviewed applicants on February 22, 2025.

Financial Impact:

None

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Survey and Right of Way Research for Route 4 – Engineering Consultant Selection

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Choice One Engineering for Right of Way research for Route 4.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that the City Council enter into a contract with Choice One Engineering to survey and resolve the right of way for Route 4 and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

Discussion:

It is necessary for City Council to authorize the City Manager to enter into a contract with Choice One Engineering to survey, research, and develop right of way plans with the attached scope of services. This will aid in the design of future improvements and in making development requirements and approvals based on right of way location.

The surveying and engineering is scheduled in the existing Capital Improvement Program for 2025 as 5PW40. It is recommended that this be engineered this year to make the information available for future capital projects as well as in making administrative decisions.

Choice One performed a similar project on Pleasant Avenue between John Gray and Patterson for use on future design projects and to update the City's Geographic Information System with the best available data.

Staff reviewed qualifications from Choice One, Arcadis, American Structurepoint, Fishbeck, LJB, and Strand Associates to perform the necessary engineering work. Choice One was considered the best qualified firm for this professional service. They have performed well for the design of a variety of engineering projects for the City over the last several years and it was in the City's interest to select them for this important project.

Financial Impact:

\$120,000.00 from the Street Fund (\$113,850.00 base proposal with contingency of \$6,150.00) for Choice One Engineering.

Emergency Provision:

No

Rule Suspension Requested:

Yes. A suspension of rules is being requested in order to get on the consultant's schedule this spring and be able to use the information in making potential decisions later this year.

ATTACHMENTS:

1. 2025 Route 4 Right of Way Resolution Proposal
2. CHOICE ONE ENGINEERING-ORD



Date

December 30, 2024

Attention

Nick Dill, P.E.
ndill@fairfield-city.org

Address

City of Fairfield
8870 N. Gilmore Road
Fairfield, OH 45014

Subject

Agreement for Professional Services
Dixie Highway Right-of-Way Resolution
BUT-FAI-2501

Dear Nick:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Dixie Highway Right-of-Way Resolution.

This Agreement is by and between the City of Fairfield, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of two pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

City of Fairfield

Authorized Signature

Date

Choice One Engineering Corporation



Wesley D. Goubeaux, P.S., Project Manager

12/27/2024

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone



Scope of Services

Project Snapshot

Choice One intends to perform boundary resolution to establish the road right-of-way of Dixie Highway (SR 4) for approximately six miles between West Crescentville Road and Bobmeyer Road in the City of Fairfield, Ohio.

Project Services

1. Dixie Highway Right-of-Way Resolution

- a. The project route is along Dixie Highway (SR 4) for approximately six miles between West Crescentville Road and Bobmeyer Road in the City of Fairfield, Ohio.
- b. Perform necessary research at Butler County offices.
- c. Perform field reconnaissance and traverse of existing property monumentation.
- d. Compile AutoCAD drawing to establish the location of Dixie Highway and adjoining subdivisions and intersecting streets between West Crescentville Road and Bobmeyer Road.
- e. Provide a schematic drawing and plan sheets showing right-of-way lines and property lines for the project area.
- f. Provide GIS shape file of the project area.
- g. Set mag nails along the centerline of Dixie Avenue at all points of curvature and intersection points.
- h. Property monuments set at right-of-way corners are NOT included in this scope and fee. After boundary resolution is complete, the setting of property monuments can be reevaluated to determine what corners will need monumented. A separate scope and fee will be determined at that time.
- i. If at any point during the survey process Choice One discerns conflicting deed information or a discrepancy concerning the recorded or assumed location of the property, we will communicate this information to the Client and survey will be put on hold. The Client will be invoiced based on time accumulated to date. Choice One can suggest possible options for Client's next steps to achieve conflict resolution. If such a situation arises, Choice One will not produce or record a survey until any conflict is resolved. Additional Choice One fees may be needed to address items not included in the above scope.

Client Responsibilities

- Provide any available existing roadway plans.
- Provide property access along project route.
- If necessary, provide property owner notification along the project route.
- Inform Choice One of any known potential boundary disputes within the project limits.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Dixie Highway R/W Resolution Total

\$113,850.00

Schedule

Choice One will have survey completed and deliverables to the City within ten (10) months after receipt of an executed Agreement.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One 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 Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH CHOICE ONE ENGINEERING FOR RIGHT OF WAY
RESEARCH FOR ROUTE 4.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Choice One Engineering for right of way research for Route 4 in accordance with the contract on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Engineering Consultant Award for Preliminary Design – Augusta Boulevard Bridge

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Fishbeck for preliminary design of a replacement structure for the Augusta Boulevard Bridge and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Fishbeck to design a replacement structure for the Augusta Boulevard bridge and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

Discussion:

It is necessary for City Council to authorize the City Manager to enter into the attached agreement with Fishbeck to design the improvements to replace the Augusta Boulevard Bridge located between Greenbriar Drive and Firestone Drive.

The 23 municipal bridges in the City have been inspected annually by an ODOT consultant at no cost to the City. This bridge is a multiplate (corrugated metal) arch structure built by the developer and accepted by the City in 1978. Recent inspections have shown deterioration and a sinkhole formed in the pavement in early 2025 that was repaired by Public Works.

We will investigate grant funding for the construction of this phase through ODOT's Municipal Bridge program once we have a good engineering plan and cost estimate for construction funding.

The project is programmed in the current 2025-2029 CIP as 5PW58.

It is our intent with this project lengthen the structure to properly set back the sidewalk and to address erosion issues at the ends of the existing bridge.

Financial Impact:

\$54,669.00 in total funding from the Street Fund

Emergency Provision:

Yes, an emergency provision is being requested in order to expedite survey and preliminary design.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Augusta Blvd Bridge
2. LP_Fairfield_Augusta Bridge Replacement_Part 1_2025_0131
3. FISHBECK-ORD



Augusta Blvd Bridge

January 31, 2025

Nicholas Dill, PE
City Engineer
City of Fairfield
8870 North Gilmore Road
Fairfield, OH 45014

**Proposal for Professional Services
Augusta Bridge Replacement – Part 1**

Fishbeck is pleased to provide the attached fee proposal to the City of Fairfield (City) for the Augusta Bridge Replacement – Part 1. We are confident our assembled team can provide you with outstanding technical quality to cover the preliminary identified tasks for this project and ensure critical factors are understood and satisfied.

Project Understanding

The City desires to replace the existing corrugated, metal-plate arch bridge carrying August Boulevard over a tributary to Pleasant Run. Existing conditions have required the City to perform repairs to the structure and roadway pavement in December 2024. After initial correspondence with Fishbeck, the City desires to apply for the Ohio Department of Transportation (ODOT) Municipal Bridge Funds in 2025. The ODOT Municipal Bridge Funding program historically funds up to 95% of eligible construction and construction inspection costs with a \$2.5 million cap. The City would be responsible for the remaining 5% costs and all design service fees that may include but are not limited to survey, environmental, bridge, roadway, geotechnical, right-of-way plans, and acquisition fees following ODOT Local Public Agency (LPA) guidelines.

Ultimately it is our goal for the City to be awarded the funding discussed above with ODOT. Part 1 of this project will involve design services performed by Fishbeck to assist the City with preparing deliverables to accompany the ODOT application process, as well as administering the submission of the application on behalf of the City. Based on Fishbeck's successful track record of assisting clients with ODOT funding, we recommend the development of a Feasibility Study (FS) to accompany the ODOT application. Fishbeck's generated FS will address all components of the required information that is to be submitted with the application. The FS will recommend a structure type, considering project impacts with quantities and a cost estimate that will be used for the application. The application will refer to specific components of the FS and identify preliminary cost allocations for the City and ODOT, which can also be used for the City's capital improvement program planning. If shortlisted for the application process, Fishbeck will also prepare a PowerPoint presentation summarizing the application information that will be presented virtually to ODOT in conjunction with the City.

The design services for Part 1 of this project involve preparing the FS, application to ODOT, and presentation to ODOT (if-authorized). If awarded funding through ODOT, the FS can also be repurposed for the Structure Type Study (STS) that is required by ODOT through the LPA process. This STS and additional services to carry the project through final design will be presented in Part 2 of this project, once the funding source has identified by the City.

Scope of Services

The Fishbeck team offers the following scope of services for Part 1 of the Augusta Bridge Replacement project:

Topographic Survey

1. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features that may conflict with construction of the proposed work.
2. Conduct property-owner research, then prepare, label, and mail notification letters.
3. Establish horizontal and vertical control points to be used for topographic survey and during construction.
4. Recovery of right-of-way (ROW) and property-line monuments and resolution.
5. Conduct courthouse research to obtain plats and surveys to aid in ROW/property-line resolution.
6. Provide full topographic survey along the following route:
 - 400 feet in total along Augusta Boulevard, from Greenbrier Drive to Firestone Drive.
 - Lateral limits from ROW to ROW plus an additional 20 feet outside the ROW, for a total of 140 feet.
7. Prepare a base map containing all existing conditions surveyed including resolved utilities.
8. Conduct field check of topographic survey, obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.

Preliminary Design

9. Setup the project in Fishbeck's accounting system and enter into a professional service agreement with the City.
10. Develop a FS for the recommended bridge replacement type to be used in ODOT's application with the following components:
 - a. Existing Conditions and Site Constraints
 - Evaluate and discuss existing conditions and site constraints.
 - b. Hydraulics
 - Fill out forms to acquire FEMA Flood Insurance Backup data, requiring a reimbursable \$393 fee to FEMA for their processing.
 - Evaluate limits of existing hydraulic model to ensure sufficient data provided and confirm hydrologic data.
 - Hydraulically model three bridge alternatives: precast concrete box or frame, single span concrete slab on concrete abutments, precast concrete arch (Contech).
 - Summarize hydraulic and scour impacts of the three bridge alternatives in the FS in accordance with ODOT *Location and Design Manual* (L&D Manual), Volume 2.
 - c. Roadway
 - Establish existing and proposed design criteria and design exceptions in accordance with ODOT L&D Manual, Volume 1.
 - d. Bridge
 - Discuss proposed geometry and width of the three bridge alternatives to be considered and pros and cons associated with each alternative. "No-Build" and "Bridge Rehabilitation" options will be discussed as well.
 - Evaluate lengthening the bridge to provide a consistent sidewalk section with the approaches and eliminating guardrail.
 - e. Maintenance of Traffic
 - Establish proposed local detour for full closure.

- f. Right-of-Way
 - Identify existing right-of-way limits and discuss potential temporary or permanent takes.
- g. Utilities
 - Identify existing utilities and any potential impacts based on initial correspondence.
- h. Environmental Impacts
 - Identify potential environmental impacts through Fishbeck's review of existing information available.
- i. Conclusion
 - Identify recommended bridge alternative.
- j. Appendices
 - Conceptual General Plan sheet
 - A plan sheet will be generated for the recommended bridge alternative using field-survey data and information available from ODOT to show the extents of the existing and proposed work, including conceptual construction limits.
 - Site Photographs
 - Fishbeck will gather site photographs during the in-depth inspection of the bridge that will be performed under the ODOT Municipal Bridge Inspection Program in 2025.
 - Conceptual Cost Estimate
 - A conceptual construction-cost estimate will be developed for the recommended bridge alternative and proposed improvements, in accordance with estimated project pay items. The pay items will include contingency and inflation estimates for each pay item, as ODOT will not pay for general contingencies separated in the application.
- 11. Prepare the ODOT-required application for the Municipal Bridge Funding Program.
 - a. The FS will serve as the outline for populating the information required in the application.
 - b. Funding costs and allocations will be summarized, in accordance with ODOT and the City. Consultant design fees will be approximated based on the construction cost total and engineering judgement.
 - c. A project schedule will be established based on the ODOT Funding state fiscal year specified.
 - d. Fishbeck will prepare a draft of the application for review by the City prior to final submission.
- 12. Conduct internal QA/QC for the FS and ODOT application.
- 13. Internal project-management tasks, which include tracking and managing project budget and tasks, maintaining project files, and invoicing.
- 14. Fishbeck assumes one virtual meeting with the City to discuss and identify any project clarifications.

Assumptions and Clarifications

- 1. Fishbeck will assume that there are no other funding sources to be utilized for the project, which is required to be identified in the ODOT application.
- 2. Fishbeck assumes that FEMA will be able to provide the existing HEC-RAS hydraulic file for hydraulic modeling. If the hydraulic model is provided in a PDF format, a more extensive effort will be required to manually interpret the data into a HEC-RAS file, which will necessitate an amendment to the scope and fee.
- 3. The City will provide all existing roadway, bridge, and ROW plan information available.

If-Authorized Services

The following services have been separated out in this proposal as “if-authorized” and will only be completed upon authorization by the City:

Project Presentation

Once the ODOT selection committee has identified the potential projects, they may require a project presentation (10-minute time frame) and committee question-and-answer session (5-minute time frame). Fishbeck will generate a 10-minute PowerPoint presentation and rehearse virtually with the City prior to the presentation. It is assumed at least one individual from the City will join Fishbeck in the presentation. It is also assumed the presentation will be performed virtually for ODOT.

Professional Services Fees

Fishbeck proposes to perform the referenced services for a lump sum fee of Forty-Nine Thousand Two Hundred and Forty-Nine Dollars (\$49,249). This amount does not include the “If Authorized” task of Project Application Presentation, which may be an additional fee of up to Five Thousand Four Hundred and Twenty Dollars (\$5,420). The breakdown of costs is attached in the Proposed Consultant Fee Summary. It includes a detailed summary of tasks and estimated labor hours in spreadsheet format, as well as direct costs.

Invoices will be submitted monthly, and payment is due upon receipt. We are available to begin as soon as you provide us with an authorization to proceed. If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS

Vice President/Senior Civil Engineer/Senior Surveyor

Attachments

By email

Copy: Jon Carroll, PE – Fishbeck
Robert R. Rusnak, PE – Fishbeck

Proposed Consultant Fees Labor and Summary

Project: Augusta Bridge Replacement - Part 1
 Client: City of Fairfield
 Consultant: Fishbeck
 Date: 1/31/25

Legend and Billing Rate (Year 2025)	
Personnel Category	Rate
S1 = Surveyor	\$154
S2 = 2 Person Survey Crew	\$260
PE = Civil Engineer, PE	\$150
E = Staff Engineer, EI	\$115
SE = Senior Bridge Engineer	\$205
BE = Bridge Engineer	\$170
HE = Hydraulic Engineer	\$165
PM = Project Manager, PE	\$230
PS = Senior Surveyor, PS	\$229

SURVEYING & ENGINEERING SERVICES

	PM	PE	E	PS	S1	S2	SE	BE	HE	Total Hours	Total Cost
Topographic Survey											
Calling OUPS and Preliminary Utility Coordination		2	2		6					10	\$1,454
Property Research & Owner Notification Letters, Labels, and Mailing		2	2							4	\$530
Establish Horizontal and Vertical Control				2	6	4				12	\$2,422
Recovery of Existing Monuments				2	8					10	\$1,690
Courthouse Research			4	2						6	\$918
Resolve Existing ROW/Property Lines			6	4						10	\$1,606
Topographical Survey				2	20					22	\$3,538
Basemap Creation & Utility Resolution		4	12		6					22	\$2,904
Field Check of Topographic Survey and Structure Inventory			6			6				12	\$2,250
Subtotal	0	8	32	12	46	10				108	\$17,312
Preliminary Design											
Project Management	4			1			1			6	\$1,354
FEMA Coordination - Review FEMA Information	1						1		2	4	\$765
Hydraulic Analysis	1						1	4	20	26	\$4,415
Generate Feasibility Study	4						12	24		40	\$7,460
General Plan Sheet	1		4				4	13		22	\$3,720
Site Photographs			4					2		6	\$800
Quantities & Cost Estimate	1						5	12		18	\$3,295
ODOT Bridge Application	12						10	4		26	\$5,490
QA/QC Project	10						2	2		14	\$3,050
Meeting - Virtual	1						1			2	\$435
Subtotal	35	0	8	1	0	0	37	61	22	164	\$30,784

Total Fishbeck Survey & Engineering Costs:	\$48,096
Total Fishbeck Direct Costs:	\$1,153
Total Services:	\$49,249

	PM	PE	E	PS	S1	S2	SE	BE	HE	Total Hours	Total Cost
If-Authorized											
Project Application Presentation	20						4			24	\$5,420
Subtotal	20	0	0	0	0	0				24	\$5,420

Total With If-Authorized Services:	\$54,669
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ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH FISHBECK FOR PRELIMINARY DESIGN OF A REPLACEMENT STRUCTURE FOR THE AUGUSTA BOULEVARD BRIDGE AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to execute a contract with Fishbeck for preliminary design of a replacement structure for the Augusta Boulevard Bridge in accordance with the contract on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the survey and preliminary design be expedited to curtail deterioration and address erosion issues; wherefore, this ordinance shall take effect immediately upon its passage.

Passed		
	-	- Mayor's Approval
Posted		
	-	
First Reading		Rules Suspended
	-	-
Second Reading		Emergency
	-	-
Third Reading		
	-	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Proposed Sidewalk along east side of Route 4 (between Donald and Hicks) – Construction Award

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Neyra Paving for the proposed sidewalk along east side of Route 4 (between Donald and Hicks) and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adopt

Recommendation:

It is recommended that funding be appropriated in the amount of \$215,000.00 as described in the financial impact section for the proposed sidewalk project. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a construction contract with Neyra Paving for this project.

Discussion:

There is a need for sidewalks to connect the east side of Route 4 between Donald Drive and Hicks Boulevard. This project will provide a sidewalk in compliance with current American with Disabilities Act (ADA) regulations. The path will create a continuous sidewalk along Route 4 where none currently exists on the east side of the road. The project will create a continuous paved path on the east side of Route 4 from Nilles to Symmes. It will also start a sidewalk along Donald Drive with the intent of it connecting to Crossroads Middle School in the future.

The City has briefed Council on the need for sidewalks along Route 4 for the segment of our population that needs to access jobs and services along Route 4 and may not have reliable access to vehicular transportation. Considerable progress has been made in the last few years to connect sidewalks for much of the Route 4 corridor.

The City has been working to comply with the ADA regulation of putting in compliant sidewalk and curb ramps whenever practical and with new construction projects. This project falls within an area eligible for Community Development Block Grant funding which will provide much of

the funding needed to complete a continuous paved path within this area in accordance with what was identified as a priority in the City's active transportation plan – Fairfield Connects.

A public bid opening was held on February 24, 2025. Seven (7) bids were received, opened and publicly read. The lowest and best complete bid was Neyra Paving of Cincinnati, Ohio. The bid results are attached.

Financial Impact:

\$215,000.00 (\$189,060.75 base bid plus \$25,939.25 for alternates and contingencies).

\$127,350.00 from CDBG funding and \$87,650 from the Northeast Area TIF in 5PW22.

Emergency Provision:

Yes, an emergency is being requested in order to start construction while the contractor is available so that we can close the project on schedule with this HUD funding and avoid jeopardizing a loss of points on future funding applications.

Rule Suspension Requested:

Yes, a suspension of rules and immediate adoption is being requested so that the contractor can mobilize for construction as soon as they can accommodate the project in their schedule.

ATTACHMENTS:

1. Exhibit for Route 4 Sidewalk - Donald to Hicks
2. 2025 CDBG Sidewalk Project - Bid Results
3. NEYRA PAVING-ORD

Hicks Boulevard

Dixie Highway / State Route 4

Donald Drive



CDBG Sidewalk - Route 4 (Donald to Hicks)

**City of Fairfield Bid Tabulation
2025 CDBG Sidewalk Project
Bid Opening: February 24, 2025
Engineer's Estimate: \$242,931.00**

				Hendy Inc 7968 Wesselman Rd Cleveland, OH 45002 513-353-4400		R A Miller Construction Co Inc 4148 Augsburg Rd Hamilton, OH 45011 513-896-5011		Adleta Construction 389 S Wayne Ave Cincinnati, OH 45215 513-554-1469	
ITEM NO.	ITEM	TOTAL QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
201	CLEARING AND GRUBBING	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,835.00	\$ 2,835.00	\$ 8,157.05	\$ 8,157.05
202	PAVEMENT REMOVED	1396	SY	\$ 14.00	\$ 19,544.00	\$ 40.00	\$ 55,840.00	\$ 32.87	\$ 45,886.52
202	WALK REMOVED	10	SF	\$ 4.00	\$ 40.00	\$ 7.00	\$ 70.00	\$ 3.98	\$ 39.80
202	CURB REMOVED	25	FT	\$ 15.00	\$ 375.00	\$ 20.00	\$ 500.00	\$ 17.93	\$ 448.25
202	CURB AND GUTTER REMOVED, AS PER PLAN	151	FT	\$ 16.00	\$ 2,416.00	\$ 16.50	\$ 2,491.50	\$ 13.98	\$ 2,110.98
202	TRAFFIC ISLAND REMOVED, AS PER PLAN	4	SY	\$ 11.00	\$ 44.00	\$ 400.00	\$ 1,600.00	\$ 57.32	\$ 229.28
203	EXCAVATION	23	CY	\$ 40.00	\$ 920.00	\$ 75.00	\$ 1,725.00	\$ 73.57	\$ 1,692.11
203	EMBANKMENT	11	CY	\$ 40.00	\$ 440.00	\$ 82.00	\$ 902.00	\$ 73.78	\$ 811.58
203	EMBANKMENT, AS PER PLAN	120	CY	\$ 40.00	\$ 4,800.00	\$ 82.00	\$ 9,840.00	\$ 73.78	\$ 8,853.60
608	4" CONCRETE WALK (INCLUDES 4" 304 SUBBASE)	4970	SF	\$ 13.00	\$ 64,610.00	\$ 8.00	\$ 39,760.00	\$ 10.04	\$ 49,898.80
611	CATCH BASIN RECONSTRUCTED TO GRADE	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,025.00	\$ 3,025.00	\$ 2,812.54	\$ 2,812.54
611	MANHOLE ADJUSTED TO GRADE	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 795.00	\$ 795.00	\$ 697.97	\$ 697.97
611	MANHOLE RECONSTRUCTED TO GRADE	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,146.20	\$ 1,146.20
611	CATCH BASIN, NO 2-2B, AS PER PLAN	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,564.09	\$ 2,564.09
659	4" TOPSOIL	137	CY	\$ 80.00	\$ 10,960.00	\$ 82.00	\$ 11,234.00	\$ 31.50	\$ 4,315.50
659	COMMERCIAL FERTILIZER	0.30	TON	\$ 600.00	\$ 180.00	\$ 1.00	\$ 0.30	\$ 840.00	\$ 252.00
659	SEEDING AND MULCHING	1238	SY	\$ 4.00	\$ 4,952.00	\$ 8.00	\$ 9,904.00	\$ 3.15	\$ 3,899.70
659	REPAIR SEEDING AND MULCHING	100	SY	\$ 3.00	\$ 300.00	\$ 8.00	\$ 800.00	\$ 3.15	\$ 315.00
659	WATER	10	MGAL	\$ 50.00	\$ 500.00	\$ 1.00	\$ 10.00	\$ 105.00	\$ 1,050.00
832	EROSION CONTROL	3700	EA	\$ 1.00	\$ 3,700.00	\$ 1.00	\$ 3,700.00	\$ 1.00	\$ 3,700.00
202	REMOVAL MISC: BUMPER BLOCK	2	EA	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 39.63	\$ 79.26
202	REMOVAL MISC: CONCRETE PAD	20	SF	\$ 2.00	\$ 40.00	\$ 22.00	\$ 440.00	\$ 4.17	\$ 83.40
SPEC	MAILBOX REMOVED AND RESET	2	EA	\$ 150.00	\$ 300.00	\$ 215.00	\$ 430.00	\$ 408.26	\$ 816.52
253	PAVEMENT REPAIR	27	SY	\$ 150.00	\$ 4,050.00	\$ 267.00	\$ 7,209.00	\$ 113.92	\$ 3,075.84
452	9" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	175	SY	\$ 150.00	\$ 26,250.00	\$ 96.35	\$ 16,861.25	\$ 130.75	\$ 22,881.25
609	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN	151	FT	\$ 75.00	\$ 11,325.00	\$ 66.50	\$ 10,041.50	\$ 47.42	\$ 7,160.42
609	CURB TYPE 6	58	FT	\$ 75.00	\$ 4,350.00	\$ 75.00	\$ 4,350.00	\$ 43.06	\$ 2,497.48
609	CURB TYPE 6, AS PER PLAN	598	FT	\$ 80.00	\$ 47,840.00	\$ 54.00	\$ 32,292.00	\$ 43.06	\$ 25,749.88
609	CURB MISC: CURB TURNOUT	1	EA	\$ 300.00	\$ 300.00	\$ 2,650.00	\$ 2,650.00	\$ 90.02	\$ 90.02
609	CURB MISC: MODIFIED TYPE 6 "LAWN CURB" AS PER PLAN	100	FT	\$ 40.00	\$ 4,000.00	\$ 53.00	\$ 5,300.00	\$ 77.82	\$ 7,782.00
630	GROUND MOUNTED SUPPORT, NO. 2 POST	13	FT	\$ 200.00	\$ 2,600.00	\$ 16.00	\$ 208.00	\$ 15.75	\$ 204.75
630	GROUND MOUNTED SUPPORT, NO. 3 POST	13	FT	\$ 200.00	\$ 2,600.00	\$ 16.50	\$ 214.50	\$ 16.28	\$ 211.64
630	SIGN POST REFLECTOR	1	EA	\$ 200.00	\$ 200.00	\$ 58.00	\$ 58.00	\$ 57.75	\$ 57.75
630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	1	EA	\$ 250.00	\$ 250.00	\$ 48.00	\$ 48.00	\$ 47.25	\$ 47.25
630	SIGN, FLAT SHEET	6.25	SF	\$ 180.00	\$ 1,125.00	\$ 17.00	\$ 106.25	\$ 16.80	\$ 105.00
630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	1	EA	\$ 450.00	\$ 450.00	\$ 26.50	\$ 26.50	\$ 26.25	\$ 26.25
642	PARKING LOT STALL MARKING, TYPE 1 (WHITE)	227	FT	\$ 10.00	\$ 2,270.00	\$ 5.00	\$ 1,135.00	\$ 4.86	\$ 1,103.22
642	PARKING LOT STALL MARKING, TYPE 1 (TRANSVERSE)(WHITE)	487	FT	\$ 4.00	\$ 1,948.00	\$ 2.00	\$ 974.00	\$ 2.05	\$ 998.35
614	MAINTENANCE OF TRAFFIC	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,714.78	\$ 15,714.78
623	CONSTRUCTION LAYOUT STAKES	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 8,925.00	\$ 8,925.00
624	MOBILIZATION	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,158.39	\$ 3,158.39
BID TOTAL				\$ 262,079.00		\$ 252,975.80		\$ 239,649.42	

These bids will be reviewed by the Public Works Department, and a recommendation will be made to Council.
There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

City of Fairfield Bid Tabulation
2025 CDBG Sidewalk Project
Bid Opening: February 24, 2025
Engineer's Estimate: \$242,931.00

				Ford Development Corp 11148 Woodward Ln Cincinnati, OH 45241 513-772-1521		Prus Construction 5325 Wooster Pike Cincinnati, OH 45226 513-321-7774		Rack & Ballauer Excavating Co., Inc 11321 Paddy's Run Road Hamilton, OH 45013 513-738-7000	
ITEM NO.	ITEM	TOTAL QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
201	CLEARING AND GRUBBING	1	LS	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 9,800.00	\$ 9,800.00
202	PAVEMENT REMOVED	1396	SY	\$ 3.00	\$ 4,188.00	\$ 34.00	\$ 47,464.00	\$ 36.00	\$ 50,256.00
202	WALK REMOVED	10	SF	\$ 1.00	\$ 10.00	\$ 32.00	\$ 320.00	\$ 5.00	\$ 50.00
202	CURB REMOVED	25	FT	\$ 2.00	\$ 50.00	\$ 25.00	\$ 625.00	\$ 14.50	\$ 362.50
202	CURB AND GUTTER REMOVED, AS PER PLAN	151	FT	\$ 2.00	\$ 302.00	\$ 23.00	\$ 3,473.00	\$ 50.00	\$ 7,550.00
202	TRAFFIC ISLAND REMOVED, AS PER PLAN	4	SY	\$ 3.00	\$ 12.00	\$ 146.00	\$ 584.00	\$ 200.00	\$ 800.00
203	EXCAVATION	23	CY	\$ 10.00	\$ 230.00	\$ 75.00	\$ 1,725.00	\$ 525.00	\$ 12,075.00
203	EMBANKMENT	11	CY	\$ 10.00	\$ 110.00	\$ 92.00	\$ 1,012.00	\$ 600.00	\$ 6,600.00
203	EMBANKMENT, AS PER PLAN	120	CY	\$ 10.00	\$ 1,200.00	\$ 69.00	\$ 8,280.00	\$ 42.00	\$ 5,040.00
608	4" CONCRETE WALK (INCLUDES 4" 304 SUBBASE)	4970	SF	\$ 20.00	\$ 99,400.00	\$ 12.00	\$ 59,640.00	\$ 8.70	\$ 43,239.00
611	CATCH BASIN RECONSTRUCTED TO GRADE	1	EA	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,975.00	\$ 1,975.00
611	MANHOLE ADJUSTED TO GRADE	1	EA	\$ 300.00	\$ 300.00	\$ 1,100.00	\$ 1,100.00	\$ 875.00	\$ 875.00
611	MANHOLE RECONSTRUCTED TO GRADE	1	EA	\$ 500.00	\$ 500.00	\$ 4,200.00	\$ 4,200.00	\$ 3,175.00	\$ 3,175.00
611	CATCH BASIN, NO 2-2B, AS PER PLAN	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
659	4" TOPSOIL	137	CY	\$ 25.00	\$ 3,425.00	\$ 100.00	\$ 13,700.00	\$ 56.50	\$ 7,740.50
659	COMMERCIAL FERTILIZER	0.30	TON	\$ 100.00	\$ 30.00	\$ 580.00	\$ 174.00	\$ 350.00	\$ 105.00
659	SEEDING AND MULCHING	1238	SY	\$ 1.00	\$ 1,238.00	\$ 3.00	\$ 3,714.00	\$ 3.75	\$ 4,642.50
659	REPAIR SEEDING AND MULCHING	100	SY	\$ 1.00	\$ 100.00	\$ 3.00	\$ 300.00	\$ 4.00	\$ 400.00
659	WATER	10	MGAL	\$ 10.00	\$ 100.00	\$ 1.00	\$ 10.00	\$ 25.00	\$ 250.00
832	EROSION CONTROL	3700	EA	\$ 1.00	\$ 3,700.00	\$ 1.00	\$ 3,700.00	\$ 1.00	\$ 3,700.00
202	REMOVAL MISC: BUMPER BLOCK	2	EA	\$ 100.00	\$ 200.00	\$ 220.00	\$ 440.00	\$ 100.00	\$ 200.00
202	REMOVAL MISC: CONCRETE PAD	20	SF	\$ 1.00	\$ 20.00	\$ 25.00	\$ 500.00	\$ 16.50	\$ 330.00
SPEC	MAILBOX REMOVED AND RESET	2	EA	\$ 100.00	\$ 200.00	\$ 280.00	\$ 560.00	\$ 475.00	\$ 950.00
253	PAVEMENT REPAIR	27	SY	\$ 100.00	\$ 2,700.00	\$ 135.00	\$ 3,645.00	\$ 245.00	\$ 6,615.00
452	9" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	175	SY	\$ 130.00	\$ 22,750.00	\$ 154.00	\$ 26,950.00	\$ 106.50	\$ 18,637.50
609	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN	151	FT	\$ 65.00	\$ 9,815.00	\$ 73.00	\$ 11,023.00	\$ 40.00	\$ 6,040.00
609	CURB TYPE 6	58	FT	\$ 55.00	\$ 3,190.00	\$ 85.00	\$ 4,930.00	\$ 40.00	\$ 2,320.00
609	CURB TYPE 6, AS PER PLAN	598	FT	\$ 55.00	\$ 32,890.00	\$ 46.00	\$ 27,508.00	\$ 30.00	\$ 17,940.00
609	CURB MISC: CURB TURNOUT	1	EA	\$ 750.00	\$ 750.00	\$ 3,200.00	\$ 3,200.00	\$ 1,500.00	\$ 1,500.00
609	CURB MISC: MODIFIED TYPE 6 "LAWN CURB" AS PER PLAN	100	FT	\$ 55.00	\$ 5,500.00	\$ 64.00	\$ 6,400.00	\$ 18.50	\$ 1,850.00
630	GROUND MOUNTED SUPPORT, NO. 2 POST	13	FT	\$ 15.00	\$ 195.00	\$ 16.50	\$ 214.50	\$ 15.00	\$ 195.00
630	GROUND MOUNTED SUPPORT, NO. 3 POST	13	FT	\$ 15.00	\$ 195.00	\$ 17.00	\$ 221.00	\$ 15.50	\$ 201.50
630	SIGN POST REFLECTOR	1	EA	\$ 30.00	\$ 30.00	\$ 60.50	\$ 60.50	\$ 55.00	\$ 55.00
630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	1	EA	\$ 70.00	\$ 70.00	\$ 17.50	\$ 17.50	\$ 45.00	\$ 45.00
630	SIGN, FLAT SHEET	6.25	SF	\$ 15.00	\$ 93.75	\$ 50.00	\$ 312.50	\$ 16.00	\$ 100.00
630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	1	EA	\$ 10.00	\$ 10.00	\$ 27.50	\$ 27.50	\$ 25.00	\$ 25.00
642	PARKING LOT STALL MARKING, TYPE 1 (WHITE)	227	FT	\$ 5.00	\$ 1,135.00	\$ 5.00	\$ 1,135.00	\$ 4.63	\$ 1,051.01
642	PARKING LOT STALL MARKING, TYPE 1 (TRANSVERSE)(WHITE)	487	FT	\$ 5.00	\$ 2,435.00	\$ 2.15	\$ 1,047.05	\$ 1.95	\$ 949.65
614	MAINTENANCE OF TRAFFIC	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 36,500.00	\$ 36,500.00	\$ 11,000.00	\$ 11,000.00
623	CONSTRUCTION LAYOUT STAKES	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,250.00	\$ 8,250.00	\$ 5,200.00	\$ 5,200.00
624	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
BID TOTAL				\$ 222,223.75		\$ 299,962.55		\$ 246,840.16	

*These bids will be reviewed by the Public Works Department, and a recommendation will be
There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are
bidder deemed to be the best and the lowest.*

**City of Fairfield Bid Tabulation
2025 CDBG Sidewalk Project
Bid Opening: February 24, 2025
Engineer's Estimate: \$242,931.00**

**Neyra Paving
10750 Evendale Dr
Cincinnati, OH 45241
513-733-1001**

ITEM NO.	ITEM	TOTAL QTY	UNITS	UNIT PRICE	TOTAL PRICE
201	CLEARING AND GRUBBING	1	LS	\$ 50.00	\$ 50.00
202	PAVEMENT REMOVED	1396	SY	\$ 10.00	\$ 13,960.00
202	WALK REMOVED	10	SF	\$ 22.00	\$ 220.00
202	CURB REMOVED	25	FT	\$ 10.00	\$ 250.00
202	CURB AND GUTTER REMOVED, AS PER PLAN	151	FT	\$ 17.00	\$ 2,567.00
202	TRAFFIC ISLAND REMOVED, AS PER PLAN	4	SY	\$ 120.00	\$ 480.00
203	EXCAVATION	23	CY	\$ 150.00	\$ 3,450.00
203	EMBANKMENT	11	CY	\$ 93.00	\$ 1,023.00
203	EMBANKMENT, AS PER PLAN	120	CY	\$ 106.00	\$ 12,720.00
608	4" CONCRETE WALK (INCLUDES 4" 304 SUBBASE)	4970	SF	\$ 9.50	\$ 47,215.00
611	CATCH BASIN RECONSTRUCTED TO GRADE	1	EA	\$ 500.00	\$ 500.00
611	MANHOLE ADJUSTED TO GRADE	1	EA	\$ 350.00	\$ 350.00
611	MANHOLE RECONSTRUCTED TO GRADE	1	EA	\$ 500.00	\$ 500.00
611	CATCH BASIN, NO 2-2B, AS PER PLAN	1	EA	\$ 5,650.00	\$ 5,650.00
659	4" TOPSOIL	137	CY	\$ 86.00	\$ 11,782.00
659	COMMERCIAL FERTILIZER	0.30	TON	\$ 1,000.00	\$ 300.00
659	SEEDING AND MULCHING	1238	SY	\$ 2.00	\$ 2,476.00
659	REPAIR SEEDING AND MULCHING	100	SY	\$ 3.00	\$ 300.00
659	WATER	10	MGAL	\$ 1.50	\$ 15.00
832	EROSION CONTROL	3700	EA	\$ 1.00	\$ 3,700.00
202	REMOVAL MISC: BUMPER BLOCK	2	EA	\$ 25.00	\$ 50.00
202	REMOVAL MISC: CONCRETE PAD	20	SF	\$ 5.00	\$ 100.00
SPEC	MAILBOX REMOVED AND RESET	2	EA	\$ 250.00	\$ 500.00
253	PAVEMENT REPAIR	27	SY	\$ 315.00	\$ 8,505.00
452	9" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	175	SY	\$ 125.00	\$ 21,875.00
609	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN	151	FT	\$ 51.50	\$ 7,776.50
609	CURB TYPE 6	58	FT	\$ 36.00	\$ 2,088.00
609	CURB TYPE 6, AS PER PLAN	598	FT	\$ 36.00	\$ 21,528.00
609	CURB MISC: CURB TURNOUT	1	EA	\$ 1,800.00	\$ 1,800.00
609	CURB MISC: MODIFIED TYPE 6 "LAWN CURB" AS PER PLAN	100	FT	\$ 36.00	\$ 3,600.00
630	GROUND MOUNTED SUPPORT, NO. 2 POST	13	FT	\$ 10.00	\$ 130.00
630	GROUND MOUNTED SUPPORT, NO. 3 POST	13	FT	\$ 10.00	\$ 130.00
630	SIGN POST REFLECTOR	1	EA	\$ 50.00	\$ 50.00
630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	1	EA	\$ 150.00	\$ 150.00
630	SIGN, FLAT SHEET	6.25	SF	\$ 5.00	\$ 31.25
630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	1	EA	\$ 25.00	\$ 25.00
642	PARKING LOT STALL MARKING, TYPE 1 (WHITE)	227	FT	\$ 1.00	\$ 227.00
642	PARKING LOT STALL MARKING, TYPE 1 (TRANSVERSE)(WHITE)	487	FT	\$ 1.00	\$ 487.00
614	MAINTENANCE OF TRAFFIC	1	LS	\$ 1,500.00	\$ 1,500.00
623	CONSTRUCTION LAYOUT STAKES	1	LS	\$ 6,000.00	\$ 6,000.00
624	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
BID TOTAL				\$	189,060.75

These bids will be reviewed by the Public Works Department, and a recommendation will be made. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are to be awarded to the best and the lowest.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEYRA PAVING FOR THE PROPOSED SIDEWALK ALONG EAST SIDE OF ROUTE 4 (BETWEEN DONALD AND HICKS) AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

- Section 1.

The City Manager is hereby authorized to enter into a contract with Neyra Paving for the proposed sidewalk along east side of Route 4 (between Donald and Hicks) in accordance with the bid on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the construction can start while the contractor is available so that we can close the project on schedule with this HUD funding and avoid jeopardizing a loss of points on future funding applications; wherefore, this ordinance shall take effect immediately upon its passage.

Passed		
		Mayor's Approval
Posted		
First Reading		Rules Suspended
Second Reading		Emergency
Third Reading		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

2025-2029 Capital Improvement Program

Legislation Title:

Resolution to approve and adopt the City of Fairfield, Ohio 2025-2029 Capital Improvement Program.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adopt

Recommendation:

It is recommended that City Council adopt the 2025-2029 CIP as presented at the February 24, 2025 Council-Manager briefing.

Discussion:

The Capital Improvement Program provides City Council with a comprehensive five-year plan of capital improvements and expenditures to be undertaken by the City of Fairfield. It is presented annually in accordance with Fairfield City Charter Article VI, Section 6.02(A)(6) to members of Fairfield City Council.

The total amount programmed for capital spending in the 2025-2029 Capital Improvement Program budget is approximately \$151.2 million. The Capital Improvement Program Budget was presented at the February 24, 2025 Council-Manager briefing to review each department's 2025 capital projects. The 2025 capital projects are breakdown by department is as follows:

City Manager's Office	\$580,000
Development Services	\$350,000
Police	\$610,000
Fire	\$932,870
Facilities	\$1,275,000
Public Works (Streets/Parks)	\$12,572,818
Fleet	\$1,705,000
Parks & Recreation	\$500,000
Golf/Aquatic	\$424,000
Water	\$4,972,500

Wastewater \$3,443,000
\$27,365,188

Financial Impact:

Total City capital expenditures programmed for the 2025 projects are approximately \$27.4 million; the total capital expenditures programmed for the next five years of projects are approximately \$151.2 million with anticipated outside/other funding of \$48.5 million.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 2025_CIPSummary_Summary
2. CAPITAL IMPROVEMENT PROGRAM-RES

5CM01	NETWORK INFRASTRUCTURE MAINTENANCE				\$25,000
Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402		
5CM02	SOFTWARE MAINTENANCE				\$120,000
Priority-Need:	MAJOR - IMPROVE SERVICE LEVEL	Source(s):	100		
5CM03	COMPUTER AND SERVER EQUIPMENT				\$400,000
Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402	624	605
5CM05	CAMERA SURVEILLANCE SYSTEM				\$35,000
Priority-Need:	MINOR - CURRENT SERVICE LEVEL	Source(s):	402		
5DV03	TOWN CENTER PLACEMAKING				\$125,000
Priority-Need:	MAJOR - ECONOMIC GROWTH	Source(s):	414	220	
5DV04	FAIRFIELD FORWARD UPDATE				\$75,000
Priority-Need:	MINOR - QUALITY OF LIFE	Source(s):	100		
5DV05	STRATEGIC PROPERTY PRE-DEVELOPMENT				\$150,000
Priority-Need:	MAJOR - ECONOMIC GROWTH	Source(s):	414		
5PD01	POLICE VEHICLE EQUIPMENT				\$35,000
Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5PD02	DISPATCH UPGRADES				\$75,000
Priority-Need:	MINOR-MAINTAIN SERVICE LEVEL	Source(s):	402		
5PD03	UPDATE FARO 3D CRIME SCENE SCANNER				\$50,000
Priority-Need:	MAJOR - IMPROVE SERVICE LEVEL	Source(s):	402		
5PD04	POLICE UTILITY VEHICLE				\$50,000
Priority-Need:	MINOR-IMPROVE	Source(s):	211		
5PD10	EMERGENCY WEATHER SYSTEM				\$400,000
Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	100	STATE	
5FD01	EMS POWERED COT AND RAIL SYSTEM				\$348,870
Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FD02	REPLACEMENT PERSONAL PROTECTIVE EQU				\$70,000
Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FD03	REPLACEMENT HOSE AND FIRE EQUIPMENT				\$40,000
Priority-Need:	CRITICAL - CONTINUATION OF SERVICE	Source(s):	402		

5FD04	TRAINING ROOM CONNECTIVITY					\$40,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FD05	LOCUTION STATION ALERTING SYSTEM					\$270,000
	Priority-Need:	CRITICAL-PUBLIC HEALTH, SAFETY, WELFARE	Source(s):	402		
5FD06	SCBA/RADIO PROJECT					\$164,000
	Priority-Need:	CRITICAL - PUBLIC HEALTH, SAFETY AND WELFARE	Source(s):	402		
5FC01	MUNICIPAL/ANNEX REMODEL					\$340,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FC51	PARKS BUILDINGS REPAIRS & UPGRADES					\$475,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FC52	LANE LIBRARY REPAIRS					\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FC61	PUBLIC WORKS REAPAIRS & UPGRADES					\$60,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402		
5FC71	JUSTICE CENTER REPAIRS & UPGRADES					\$260,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5FC81	FIREHOUSE REPAIRS & UPGRADES					\$110,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5PW01	SIDEWALK INSTALLATION GAP PROGRAM					\$10,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415		
5PW02	TRAFFIC ENGINEERING / SPARE PARTS					\$25,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401		
5PW03	DRAINAGE IMPROVEMENTS (CONTRACTED)					\$150,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5PW04	DRAINAGE IMPROVEMENTS (IN HOUSE)					\$100,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
5PW06	ANNUAL STREET PAVING PROGRAM					\$2,600,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	402	605
5PW07	ANNUAL CONCRETE PROGRAM					\$1,425,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	402	

2025-2029 Capital Improvement Program Summary Report by Year



2025

5PW08	LANDSCAPE MAINTENANCE PROGRAM								\$165,000
	Priority-Need:	MINOR-QUALITY OF LIFE	Source(s):	402					
5PW09	PAVEMENT MARKING PROGRAM								\$150,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401					
5PW10	GEOTECHNICAL EXPLORATION & TESTING								\$10,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401					
5PW11	STREET LIGHT INSTALLATION								\$7,500
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	416					
5PW12	PARKING LOT MAINTENANCE PROGRAM								\$65,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402					
5PW13	STREET MAINTENANCE - CRACK SEALING								\$27,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401					
5PW15	CCTV REPLACEMENT								\$12,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	205	211				
5PW16	SIDEWALK/APRON PROGRAM								\$180,000
	Priority-Need:	MAJOR-QUALITY OF LIFE	Source(s):	100					
5PW17	SIDEWALK CUTTING								\$30,000
	Priority-Need:	MAJOR-QUALITY OF LIFE	Source(s):	100					
5PW20	SEWARD PH 3 CURVE REALIGN - CONST								\$690,968
	Priority-Need:	MAJOR-ECONOMIC	Source(s):	222	STATE	STATE			
5PW21	SEWARD PROFILE PHASE 4 - CONST								\$614,000
	Priority-Need:	MAJOR-ECONOMIC	Source(s):	222	STATE	STATE	DEVEL		
5PW22	DONALD-RT 4 SIDEWALK - CONSTRUCTION								\$260,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	CDBG	222			
5PW23	RIVER/GROH/CHATEAU ENGINEERING								\$330,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	605				
5PW24	RIVER ROAD WEST TRAIL - ENGINEERING								\$250,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415					
5PW25	ROSS AND WOODRIDGE - RW								\$40,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401					

2025-2029 Capital Improvement Program Summary Report by Year



2025

5PW26	S GILMORE (OLD GILMORE TO RESOR)				\$2,300,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401 205	
5PW27	ROUTE 4 SIDEWALK-HOLDEN TO MICHAEL				\$40,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415	
5PW28	PLEASANT MULTI USE PATH - RW				\$110,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415	
5PW30	MARSH LAKE TRAILS - ENGINEERING				\$140,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	413	
5PW31	VARIOUS PARKS COURT REHABS				\$280,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	413	
5PW32	PARKS VARIOUS REHAB PROJECTS				\$100,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW33	HARBIN PARK LOWER - CONSTRUCTION				\$450,000
	Priority-Need:	MAJOR - QUALITY OF LIFE	Source(s):	413	
5PW34	PLAYGROUND EQUIPMENT				\$20,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW35	REPLACE PARKS BUILDING TO PW - ENG				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW36	PARK SITE AMENTITIES				\$60,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW37	PARKS EQUIPMENT				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW39	PUBLIC WORKS MINOR ENG - PARKS PROJ				\$50,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
5PW40	ROUTE 4 RIGHT OF WAY RESOLUTION				\$120,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	
5PW41	ILLUMINATED SIGN REPLACEMENT				\$60,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW42	MISC TRAFFIC UPGRADES				\$60,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	

2025-2029 Capital Improvement Program Summary Report by Year



2025

5PW44	EV CHARGING STATIONS				\$660,000
	Priority-Need:	CRITICAL-IMPROVE CURRENT SERVICE LEVEL	Source(s):	FED STATE 416	
5PW46	ROUTE 4 SW - N OF SYMMES - CONST				\$166,350
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	CDBG 415 401	
5PW47	SS4ALL - ENGINEERING				\$150,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	FED 401	
5PW50	SYMMES RAIL CROSSING ELIMINATION				\$75,000
	Priority-Need:	CRITICAL - IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	
5PW51	GILBERT FARMS PARK ENHANCEMENTS				\$50,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
5PW53	STORM SEWER LINING				\$150,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
5PW55	CMP STORM SEWER FIELD PAVING				\$125,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT	Source(s):	402	
5PW58	AUGUSTA BRIDGE REPLACEMENT - ENG				\$60,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	
5PW59	JOHN GRAY RW ACQUISITION FOR MSD				\$125,000
	Priority-Need:	CRITICAL-IMPROVE CURRENT SERVICE LEVEL	Source(s):	CNTY	
5FT01	REPLACE STAFF VEHICLE PW				\$45,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	416	
5FT21	REPLACE TRUCK (WATER)				\$140,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
5FT22	REPLACEMENT OF TRUCK (WATER)				\$80,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
5FT41	REPLACEMENT OF TRUCK (SEWER)				\$100,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5FT45	REPLACEMENT OF MOWER (SEWER)				\$15,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5FT60	REPLACE BRUSH PICKUP TRUCK (STREET)				\$200,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	

2025-2029 Capital Improvement Program Summary Report by Year



2025

5FT61	REPLACE SNOW TRUCK (STREETS)			\$280,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT63	REPLACE MOWING EQUIP (STREETS)			\$120,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT64	REPLACE LEAF MACHINE (STREETS)			\$95,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT65	PURCHASE OF REFUSE TRUCK STREET			\$150,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT66	REPLACE FORK LIFT STREET			\$40,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT71	REPLACEMENT OF PATROL VEHICLES (PD)			\$225,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT73	PARK RANGER VEHICLE			\$65,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT74	REPLACEMENT OF STAFF VEHICLES (PD)			\$55,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5FT81	NEW STAFF VEHICLE (FIRE)			\$95,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5PR01	COMMUNITY ARTS CENTER			\$245,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402
5PR02	PARK FACILITIES IMPROVEMENTS & MAIN			\$155,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	411 402
5PR55	GRANT FOR URBAN FORESTRY			\$100,000
	Priority-Need:	MINOR - QUALITY OF LIFE	Source(s):	STATE 416
5RC01	BEAUTIFICATION/LANDSCAPING			\$90,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	640
5RC04	MOWERS/EQUIPMENT REPLACEMENT			\$209,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402
5RC06	AQUATIC FACILITY IMPROVEMENT & MAIN			\$75,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	640

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5RC13	GOLF FACILITY IMPROVEMENTS & MAINT			\$50,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
5WT01	MAINTAIN RAW WATER PRODUCTION WELLS			\$120,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
5WT02	INSTRUMENTATION REPLACEMENT PROGRAM			\$50,000
	Priority-Need: MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
5WT03	SECURITY/SURVEILLANCE			\$5,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
5WT04	PUMP OVERHAUL/REPLACEMENT PROGRAM			\$50,000
	Priority-Need: MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
5WT05	REPLACE MAJOR PROCESS EQUIPMENT			\$60,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
5WT06	WATER PLANT CONCRETE/MASONRY REPAIR			\$25,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
5WT07	REPLACE NON-PROCESS EQUIPMENT			\$5,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
5WT08	BOOSTER STATION IMPROVEMENTS			\$15,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	604	
5WT09	REPLACE FIRE HYDRANTS			\$80,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
5WT10	SMALL WATER LINE IMPROVEMENTS			\$450,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	604	
5WT11	DISTRIBUTION SYSTEM IMPROVEMENTS			\$1,000,000
	Priority-Need: CRITICAL-IMPROVE CURRENT SERVICE LEVEL	Source(s):	DEBT 604	
5WT12	WATER TANK/TOWER MAINTENANCE			\$50,000
	Priority-Need: CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
5WT13	WATER COMPUTER MODELING			\$20,000
	Priority-Need: MAJOR- IMPROVE CURRENT SERVICE LEVEL	Source(s):	407	
5WT14	ASPHALT/CONCRETE REPLACEMENT			\$75,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	

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5WT15	BUILDING IMPROVEMENTS			\$350,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
5WT16	ELECTRICAL IMPROVEMENTS			\$85,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
5WT17	VALVE BOXES AND COVERS			\$15,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
5WT18	SCADA INTEGRATION			\$85,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
5WT19	HYDRANT REHAB			\$50,000
	Priority-Need:	MINOR - IMPROVE	Source(s): 604	
5WT20	AUTOMATIC METER READING			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
5WT21	CLARIFIER REHABILITATION			\$575,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
5WT22	SAFETY EQUIPMENT			\$20,000
	Priority-Need:	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s): 605	
5WT23	FACILITY GROUND AND LANDSCAPE			\$7,500
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
5WT24	RAW WATER WELL - CITY OF HAMILTON			\$1,750,000
	Priority-Need:	MAJOR-ECONOMIC GROWTH	Source(s): 414	
5WW01	SANITARY SEWER REHABILITATION			\$150,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
5WW02	ROOT CONTROL MAINTENANCE PROGRAM			\$20,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
5WW03	MANHOLE REHABILITATION PROGRAM			\$10,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
5WW04	TURBLEX BLOWER SERVICE			\$40,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
5WW05	INSTRUMENTATION REPLACEMENT			\$50,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	

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5WW06	PUMP OVERHAUL/REPLACEMENT PROGRAM			\$50,000
	Priority-Need: MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW07	WASTEWATER PLANT CONCRETE/MASONRY			\$14,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	623	
5WW08	PAVEMENT REPAIRS AND REPLACEMENT			\$15,000
	Priority-Need: MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	623	
5WW09	VIDEO AND SEWER CLEANING EQUIPMENT			\$15,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW10	MONITORING EQUIPMENT			\$15,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW11	ELECTRICAL IMPROVEMENTS			\$20,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW12	SANITARY SEWER FLOW MODELING			\$15,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	624	
5WW13	BUILDING IMPROVEMENTS			\$100,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	624	
5WW14	AUTOMATIC METER READING (AMR)			\$25,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	624	
5WW15	DIGESTER 1 AND 2 CLEANING			\$85,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW16	SAFETY EQUIPMENT			\$20,000
	Priority-Need: MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s):	624	
5WW17	SCADA FIBER			\$80,000
	Priority-Need: MAJOR-IMPROVE	Source(s):	624	
5WW18	WWTP GENERATOR			\$80,000
	Priority-Need: CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW19	REPLACE MAJOR PROCESS EQUIPMENT			\$125,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
5WW20	WWTP SOLAR ARRAY			\$2,500,000
	Priority-Need: MAJOR-EFFICIENCY	Source(s):	624	

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5WW21 FACILITY GROUNDS AND LANDSCAPE

Priority-Need: MINOR-CURRENT

Source(s): 624

\$14,000

\$27,365,188

6CM01	NETWORK INFRASTRUCTURE				\$25,000
	Priority-Need:	MAJOR - CURRENT SERVICE LEVEL	Source(s):	402	
6CM02	SOFTWARE				\$15,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	100	
6CM03	COMPUTER AND SERVER EQUIPMENT				\$200,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402 624 605	
6CM04	CAMERA SURVEILLANCE				\$35,000
	Priority-Need:	MAJOR - CURRENT SERVICE LEVEL	Source(s):	402	
6DV02	SUSTAINABILITY TECHNICAL ASSISTANCE				\$75,000
	Priority-Need:	MINOR - GOAL MANDATE	Source(s):	416	
6DV03	TOWN CENTER PLACEMAKING				\$50,000
	Priority-Need:	MAJOR - ECONOMIC GROWTH	Source(s):	414	
6DV04	FAIRFIELD HELPING NEIGHBORS				\$100,000
	Priority-Need:	MINOR - PUBLIC HEALTH, SAFETY AND WELFARE	Source(s):	414	
6PD01	POLICE VEHICLE EQUIPMENT				\$35,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FD01	REPLACEMENT HOSE AND FIRE EQUIPMENT				\$45,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FD02	REPLACEMENT PERSONAL PROTECTIVE EQU				\$70,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FC01	MUNICIPAL/ANNEX REPAIRS & UPGRADES				\$70,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FC52	LANE LIBRARY REPAIRS				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FC61	PUBLIC WORKS REPAIRS & UPGRADES				\$30,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
6FC71	JUSTICE CENTER BOILERS				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FC81	FIREHOUSE REPAIRS & UPGRADES				\$60,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	

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6PW01	SIDEWALK INSTALLATION GAP PROGRAM				\$50,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415		
6PW02	TRAFFIC ENGINEERING / SPARE PARTS				\$25,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401		
6PW03	DRAINAGE IMPROVEMENTS (CONTRACTED)				\$150,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
6PW04	DRAINAGE IMPROVEMENTS (IN HOUSE)				\$100,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
6PW06	ANNUAL STREET PAVING PROGRAM				\$2,520,000
	Priority-Need: CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	410	
6PW07	ANNUAL CONCRETE PROGRAM				\$950,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401		
6PW08	LANDSCAPE MAINTENANCE PROGRAM				\$165,000
	Priority-Need: MINOR-QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s):	402		
6PW09	PAVEMENT MARKING PROGRAM				\$125,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401		
6PW10	GEOTECHNICAL EXPLORATION & TESTING				\$10,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402		
6PW11	STREET LIGHT INSTALLATION				\$7,500
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	416		
6PW12	PARKING LOT MAINTENANCE PROGRAM				\$60,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402		
6PW13	STREET MAINTENANCE - CRACK SEALING				\$25,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401		
6PW15	CCTV REPLACEMENT				\$12,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	211	
6PW16	SIDEWALK / APRON PROGRAM				\$220,000
	Priority-Need: MAJOR - QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s):	100		
6PW17	SIDEWALK CUTTING				\$30,000
	Priority-Need: MAJOR-QUALITY OF LIFE	Source(s):	100		

PROJECT ID	PROJECT NAME	PRIORITY	NEED	SOURCE(S)	ESTIMATED COST
6PW19	PARKS PROJECTS (MINOR)-ENGINEERING				\$50,000
	Priority-Need:	MINOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	402
6PW21	RIVER/GROH/CHATEAU - RW				\$60,000
	Priority-Need:	MAJOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	402
6PW22	RT 4 SIDEWALK - HOLDEN TO MICHAEL				\$175,000
	Priority-Need:	MINOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	CDBG 401 415
6PW23	RIVER RD WEST PATH - CONST				\$2,510,634
	Priority-Need:	MAJOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	STATE 415
6PW24	JOHN GRAY SIDEWALK PROJECT				\$200,000
	Priority-Need:	MINOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	415
6PW25	ROSS AND WOODRIDGE - CONSTRUCTION				\$1,200,000
	Priority-Need:	MAJOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	401 410 205 605
6PW27	SEWARD TRAIL - ENGINEERING				\$100,000
	Priority-Need:	MINOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	222
6PW28	PLEASANT MULTIUSE PATH - CONSTRUCT				\$2,583,271
	Priority-Need:	MAJOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	FED 415 401
6PW29	RIVER ROAD SEGMENT C - ENG				\$75,000
	Priority-Need:	MINOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	415
6PW30	MARSH LAKE INTERIOR TRAILS - CONST				\$600,000
	Priority-Need:	MAJOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	413 STATE
6PW31	DONALD SIDEWALK - ENGINEERING				\$40,000
	Priority-Need:	MINOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	100
6PW35	PLEASANT URBAN PAVING - ENGINEERING				\$100,000
	Priority-Need:	MAJOR	MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401
6PW36	GREAT MIAMI TRAIL - CONSTRUCTION				\$1,500,000
	Priority-Need:	MAJOR	IMPROVE CURRENT SERVICE LEVEL	Source(s):	FED 415
6PW38	JOHN GRAY RW FOR MSD				\$200,000
	Priority-Need:	CRITICAL	IMPROVE CURRENT SERVICE LEVEL	Source(s):	CNTY
6PW40	PLAYGROUND EQUIPMENT				\$20,000
	Priority-Need:	MINOR	MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402

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6PW41	PARK SITE AMENITIES				
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	\$60,000
6PW42	PARK EQUIPMENT				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6PW52	SEWARD ROAD FLOOD WARNING SIGNS				\$75,000
	Priority-Need:	CRITICAL-IMPROVE SERVICE LEVEL	Source(s):	401	
6PW54	PLEASANT SW - N OF AUGUSTA - ENG				\$100,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415	
6PW55	VARIOUS PARKS COURT REHABS				\$130,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
6FT01	REPLACE STAFF VEHICLE (BUILDING)				\$45,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT21	REPLACEMENT OF TRUCK (WATER)				\$80,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
6FT41	REPLACEMENT OF TRUCK (SEWER)				\$60,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
6FT60	REPLACEMENT OF TRACTOR (STREETS)				\$100,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT61	REPLACE SNOW TRUCK (STREETS)				\$240,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT62	REPLACE PICKUP TRUCK (STREETS)				\$80,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT66	REPLACE BACKHOE (STREETS)				\$200,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT67	REPLACEMENT OF MOWERS (STREETS)				\$20,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT71	REPLACEMENT OF PATROL VEHICLES (PD)				\$260,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT74	REPLACEMENT OF STAFF VEHICLES (PD)				\$50,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	

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6FT81	NEW STAFF VEHICLE (FIRE)				\$90,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT85	PURCHASE OF FIRE TRUCK				\$1,200,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6FT86	REPLACEMENT OF AMBULANCE				\$460,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6PR01	COMMUNITY ARTS CENTER				\$125,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
6PR02	PARK FACILITIES IMPROVEMENTS & MAIN				\$50,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
6PR11	MARSH PARK SW IMPROVEMENTS				\$400,000
	Priority-Need:	MINOR-QUALITY OF LIFE	Source(s):	413	
6RC01	GOLF BEAUTIFICATION/LANDSCAPING				\$70,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	640	
6RC04	GOLF MOWERS/EQUIPMENT REPLACEMENT				\$95,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
6RC05	GOLF FACILITY NEW BUILDING - DESIGN				\$35,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	640	
6RC06	AQUATIC FACILITY IMPROVEMENT & MAIN				\$25,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	640	
6RC13	GOLF FACILITY IMPROVEMENTS & MAINT.				\$50,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	640	
6WT01	MAINTAIN RAW WATER PRODUCTION WELLS				\$50,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
6WT02	INSTRUMENTATION REPLACEMENT PROGRAM				\$20,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
6WT03	SECURITY/SURVEILLANCE				\$5,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
6WT04	PUMP OVERHAUL/REPLACEMENT PROGRAM				\$180,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	

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6WT05	REPLACE MAJOR PROCESS EQUIPMENT			\$25,000
	<i>Priority-Need:</i>	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	604
6WT06	WATER PLANT CONCRETE/MASONRY REPAIR			\$25,000
	<i>Priority-Need:</i>	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	604
6WT07	REPLACE NON-PROCESS EQUIPMENT			\$5,000
	<i>Priority-Need:</i>	MINOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	605
6WT08	BOOSTER STATION IMPORVEMENTS			\$15,000
	<i>Priority-Need:</i>	MAJOR-IMPROVE CURRENT SERVICE LEVEL	<i>Source(s):</i>	604
6WT09	REPLACE FIRE HYDRANTS			\$30,000
	<i>Priority-Need:</i>	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	605
6WT10	SMALL WATER LINE IMPROVEMENTS			\$250,000
	<i>Priority-Need:</i>	MAJOR-IMPROVE CURRENT SERVICE LEVEL	<i>Source(s):</i>	605
6WT11	DISTRIBUTION SYSTEM IMPROVEMENTS			\$1,000,000
	<i>Priority-Need:</i>	CRITICAL-IMPROVE CURRENT SERVICE LEVEL	<i>Source(s):</i>	604
6WT12	WATER TANK/TOWER MAINTENANCE			\$750,000
	<i>Priority-Need:</i>	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	605
6WT13	WATER COMPUTER MODELING			\$20,000
	<i>Priority-Need:</i>	MAJOR- IMPROVE CURRENT SERVICE LEVEL	<i>Source(s):</i>	407
6WT14	ASPHALT/CONCRETE REPLACEMENT			\$75,000
	<i>Priority-Need:</i>	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	605
6WT15	BUILDING IMPROVEMENTS			\$80,000
	<i>Priority-Need:</i>	MINOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	604
6WT16	ELECTRICAL IMPROVEMENTS			\$20,000
	<i>Priority-Need:</i>	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	604
6WT17	VALVE BOXES AND COVERS			\$15,000
	<i>Priority-Need:</i>	MINOR-MAINTAIN CURRENT SERVICE LEVEL	<i>Source(s):</i>	605
6WT18	SAFETY EQUIPMENT			\$20,000
	<i>Priority-Need:</i>	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	<i>Source(s):</i>	605
6WT19	HYDRANT REHAB			\$50,000
	<i>Priority-Need:</i>	MINOR - IMPROVE	<i>Source(s):</i>	604

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6WT20	AUTOMATIC METER READING			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	605
6WT21	SCADA INTEGRATION			\$60,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	605
6WT22	FACILITY GROUND AND LANDSCAPE			\$7,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605
6WW01	SANITARY SEWER REHABILITATION			\$150,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	623
6WW02	ROOT CONTROL MAINTENANCE PROGRAM			\$20,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW03	MANHOLE REHABILITATION PROGRAM			\$10,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	624
6WW04	BROADVIEW LIFT STATION GENERATOR			\$350,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW05	INSTRUMENTATION REPLACEMENT PROGRAM			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW06	PUMP OVERHAUL/REPLACEMENT PROGRAM			\$25,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW07	WASTEWATER PLANT CONCRETE/MASONRY			\$14,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	623
6WW08	PAVEMENT REPAIRS AND REPLACEMENT			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	623
6WW09	VIDEO AND SEWER CLEANING EQUIPMENT			\$15,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW10	MONITORING EQUIPMENT			\$15,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW11	ELECTRICAL IMPROVEMENTS			\$20,000
	Priority-Need:	MAJOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624
6WW12	SANITARY SEWER FLOW MODELING			\$15,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	624

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6WW13	BUILDING IMPROVEMENTS			\$175,000
	<i>Priority-Need:</i>	<i>MINOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624
6WW14	AUTOMATIC METER READING (AMR)			\$25,000
	<i>Priority-Need:</i>	<i>MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624
6WW15	LIFT STATION UPGRADES			\$50,000
	<i>Priority-Need:</i>	<i>MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624
6WW16	SAFETY EQUIPMENT			\$20,000
	<i>Priority-Need:</i>	<i>MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES</i>	<i>Source(s):</i>	624
6WW17	REPLACE MAJOR PROCESS EQUIPMENT			\$400,000
	<i>Priority-Need:</i>	<i>MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624
6WW18	ROUTE 4 RELIEF SEWER			\$75,000
	<i>Priority-Need:</i>	<i>MAJOR - IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624
6WW19	WATER MAIN IMPROVEMENTS			\$250,000
	<i>Priority-Need:</i>	<i>MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624
				<u>\$23,294,405</u>

7CM01	NETWORK INFRASTRUCTURE				\$25,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7CM02	SOFTWARE				\$15,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	100	
7CM03	COMPUTER AND SERVER EQUIPMENT				\$250,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402 624 605	
7CM04	CAMERA SURVEILLANCE SYSTEM				\$35,000
	Priority-Need:	MINOR - CURRENT SERVICE LEVEL	Source(s):	402	
7PD01	POLICE VEHICLE EQUIPMENT				\$35,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FD01	REPLACEMENT PERSONAL PROTECTIVE EQ.				\$70,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402	
7FD02	REPLACEMENT HOSE AND EQUIPMENT				\$45,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FC01	MUNICIPAL/ANNEX REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FC51	PARKS BUILDINGS REPAIRS & UPGRADES				\$250,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FC52	LANE LIBRARY REPAIRS				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FC61	PUBLIC WORKS REPAIRS & UPGRADES				\$30,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7FC71	JUSTICE CENTER REPAIRS & UPGRADES				\$400,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FC81	FIREHOUSE REPAIRS & UPGRADES				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PW01	SIDEWALK INSTALLATION GAP PROGRAM				\$10,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415	
7PW02	TRAFFIC ENGINEERING / SPARE PARTS				\$25,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	

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7PW03	DRAINAGE IMPROVEMENTS (CONTRACTED)			\$150,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 402	
7PW04	DRAINAGE IMPROVMENTS (IN HOUSE)			\$100,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 402	
7PW06	ANNUAL STREET PAVING PROGRAM			\$2,650,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 401 410	
7PW07	ANNUAL CONCRETE PROGRAM			\$950,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 401	
7PW08	LANDSCAPE MAINTENANCE PROGRAM			\$170,000
	Priority-Need:	MINOR-QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s): 402	
7PW09	PAVEMENT MARKING PROGRAM			\$125,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 401	
7PW10	GEOTECHNICAL EXPLORATION & TESTING			\$10,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 401	
7PW11	STREET LIGHT INSTALLATION			\$7,500
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 416	
7PW12	PARKING LOT MAINTENANCE PROGRAM			\$60,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 402	
7PW13	STREET MAINTENANCE - CRACK SEALING			\$30,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 401	
7PW15	CCTV REPLACEMENT			\$12,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 402 211	
7PW16	SIDEWALK/APRON PROGRAM			\$250,000
	Priority-Need:	MAJOR - QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s): 100	
7PW17	SIDEWALK CUTTING			\$30,000
	Priority-Need:	MAJOR-QUALITY OF LIFE	Source(s): 100	
7PW19	PARKS PROJECTS (MINOR)-ENGINEERING			\$50,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 402	
7PW21	DONALD DR SIDWALK - CONST			\$160,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): CDBG 401	

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7PW23	GUARDRAIL IMPROVEMENTS				\$75,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7PW25	MACK SW -MERCY TO WILDWOOD - CONST				\$100,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415	
7PW27	PLAYGROUND EQUIPMENT				\$20,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PW28	PARK SITE AMENITIES				\$60,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PW29	PARKS EQUIPMENT				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PW30	SEWARD AND ROUTE 4 - ENGINEERING				\$400,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	
7PW35	PLEASANT AVE SW - N OF AUGUSTA				\$650,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415 401	
7PW37	HAPPY VALLEY BRIDGE REHAB				\$250,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PW42	WITTENBERG AND NILLES - CONST				\$1,100,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401 205	
7PW49	PUBLIC WORKS NEW BUILDING				\$400,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PW53	STORM SEWER LINING (VARIOUS)				\$150,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT02	REPLACEMENT STAFF VEHICLE (DEV SER)				\$70,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT21	REPLACEMENT OF TRUCKS (WATER)				\$80,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
7FT27	REPLACEMENT OF MOWERS (WATER)				\$20,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
7FT42	REPLACEMENT OF TRUCK (SEWER)				\$200,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	

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7FT43	REPLACEMENT STAFF VEHICLE (SEWER)			\$60,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
7FT51	REPLACEMENT OF TRUCKS (PARKS)			\$110,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT61	REPLACE LEAF TRUCK (STREETS)			\$120,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT62	REPLACE PICKUP TRUCK (STREETS)			\$200,000
	Priority-Need: MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT63	REPLACE SNOW TRUCK (STREETS)			\$240,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT65	REPLACE BRUSH CHIPPER (STREETS)			\$60,000
	Priority-Need: MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT67	REPLACEMENT OF MOWERS (STREETS)			\$20,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT71	REPLACEMENT OF PATROL VEHICLES (PD)			\$260,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7FT74	REPLACEMENT OF STAFF VEHICLES (PD)			\$150,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7PR01	COMMUNITY ARTS CENTER			\$100,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7PR02	PARK FACILITIES IMPROVEMENT & MAINT			\$150,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7PR11	MARSH PARK SW IMPROVEMENTS			\$250,000
	Priority-Need: MINOR-QUALITY OF LIFE	Source(s):	413	
7PR14	SAFETY TOWN AT FYFA			\$500,000
	Priority-Need: MINOR - IMPROVEMENT SERVICE LEVEL	Source(s):	402 STATE	
7RC01	GOLF BEAUTIFICATION/LANDSCAPING			\$75,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7RC04	MOWERS/EQUIPMENT REPLACEMENT			\$100,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	

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7RC05	GOLF FACILITY NEW BUILDING			\$500,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7RC06	AQUATIC FACILITY IMPROVEMENTS & MAI			\$25,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
7RC13	GOLF FACILITY IMPROVEMENTS & MAINT.			\$50,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
7WT01	MAINTAIN RAW WATER PRODUCTION WELLS			\$50,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
7WT02	INSTRUMENTATION REPLACEMENT PROGRAM			\$20,000
	Priority-Need: MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
7WT03	SECURITY/SURVEILLANCE			\$5,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
7WT04	PUMP OVERHAUL/REPLACEMENT PROGRAM			\$30,000
	Priority-Need: MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
7WT05	REPLACE MAJOR PROCESS EQUIPMENT			\$500,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
7WT06	WATER PLANT CONCRETE/MASONRY REPAIR			\$25,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	
7WT07	REPLACE NON-PROCESS EQUIPMENT			\$5,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
7WT08	BOOSTER STATION IMPORVEMENTS			\$15,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	604	
7WT09	REPLACE FIRE HYDRANTS			\$30,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	605	
7WT10	SMALL WATER LINE IMPROVEMENTS			\$200,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	605	
7WT11	DISTRIBUTION SYSTEM IMPROVEMENTS			\$1,000,000
	Priority-Need: CRITICAL-IMPROVE CURRENT SERVICE LEVEL	Source(s):	604	
7WT12	WATER TANK/TOWER MAINTENANCE			\$50,000
	Priority-Need: CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	604	

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7WT13	WATER COMPUTER MODELING			\$20,000
	Priority-Need:	MAJOR- IMPROVE CURRENT SERVICE LEVEL	Source(s): 407	
7WT14	ASPHALT/CONCRETE REPLACEMENT			\$75,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
7WT15	BUILDING IMPROVEMENTS			\$18,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
7WT16	ELECTRICAL IMPROVEMENTS			\$120,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
7WT17	VALVE BOXES AND COVERS			\$15,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
7WT18	AUTOMATIC METER READING			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
7WT19	HYDRANT REHAB			\$50,000
	Priority-Need:	MINOR - IMPROVE	Source(s): 604	
7WT20	WATER PLANT CLEARWELL			\$50,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
7WT21	FACILITY GROUND AND LANDSCAPE			\$7,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
7WT22	SAFETY EQUIPMENT			\$20,000
	Priority-Need:	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s): 605	
7WT23	SCADA INTEGRATION			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
7WW01	SANITARY SEWER REHABILITATION			\$100,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
7WW02	ROOT CONTROL MAINTENANCE PROGRAM			\$20,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW03	MANHOLE REHABILITATION PROGRAM			\$10,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
7WW04	SAFETY EQUIPMENT			\$20,000
	Priority-Need:	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s): 624	

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7WW05	INSTRUMENTATION REPLACEMENT PROGRAM			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW06	PUMP OVERHAUL REPLACEMENT PROGRAM			\$25,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW07	WASTEWATER PLANT CONCRETE/MASONRY			\$14,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
7WW08	PAVEMENT REPAIRS AND REPLACEMENT			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
7WW09	VIDEO AND SEWER CLEANING EQUIPMENT			\$250,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW10	MONITORING EQUIPMENT			\$15,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW11	ELECTRICAL IMPROVEMENTS			\$20,000
	Priority-Need:	MAJOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW12	SANITARY SEWER FLOW MODELING			\$15,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
7WW13	BUILDING IMPROVEMENTS			\$150,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
7WW14	AUTOMATIC METER READING (AMR)			\$25,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
7WW15	REPLACE MAJOR PROCESS EQUIPMENT			\$500,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
7WW16	ROUTE 4 RELIEF SEWER			\$2,000,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
7WW17	LIFT STATION UPGRADES			\$1,200,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
				<u>\$19,408,500</u>

28A01	NETWORK INFRASTRUCTURE MAINTENANCE				\$55,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28A02	SOFTWARE MAINTENANCE				\$15,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402	
28A03	COMPUTER AND SERVER EQUIPMENT				\$250,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	624 605 402	
28A05	CAMERA SURVEILLANCE SYSTEM				\$35,000
	Priority-Need:	MAJOR/MINOR - CURRENT SERVICE LEVEL	Source(s):	402	
28L01	POLICE VEHICLE EQUIPMENT				\$35,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28F01	REPLACEMENT PERSONAL PROTECTIVE EQU				\$70,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402	
28F02	REPLACEMENT HOSE AND FIRE EQUIPMENT				\$45,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28F03	REPLACEMENT BALLISTIC VESTS/HELMETS				\$55,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28B01	MUNICIPAL/ANNEX REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28B51	PARKS BUILDINGS REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28B52	LANE LIBRARY REPAIRS				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28B61	PUBLIC WORKS REAPAIRS & UPGRADES				\$30,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28B71	JUSTICE CENTER REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28B81	FIREHOUSE REPAIRS & UPGRADES				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29B61	PUBLIC WORKS REAPAIRS & UPGRADES				\$30,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	

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28R01	SIDEWALK INSTALLATION GAP PROGRAM				\$10,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415		
28R02	TRAFFIC ENGINEERING / SPARE PARTS				\$30,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401		
28R03	DRAINAGE IMPROVEMENTS (CONTRACTED)				\$150,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
28R04	DRAINAGE IMPROVEMENTS (IN HOUSE)				\$100,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
28R06	ANNUAL STREET PAVING PROGRAM				\$2,500,000
	Priority-Need: CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	410	
28R07	ANNUAL CONCRETE PROGRAM				\$950,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401		
28R08	LANDSCAPING MAINTENANCE PROGRAM				\$175,000
	Priority-Need: MINOR-QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s):	402		
28R09	PAVEMENT MARKING PROGRAM				\$125,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401		
28R10	GEOTECHNICAL AND CONST TESTING				\$10,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401		
28R11	STREET LIGHT INSTALLATION				\$8,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	416		
28R12	PARKING LOT MAINTENANCE PROGRAM				\$60,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402		
28R13	STREET MAINTENANCE - CRACK SEALING				\$30,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401		
28R15	CCTV REPLACEMENT				\$15,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	211	
28R16	SIDEWALK/APRON PROGRAM				\$250,000
	Priority-Need: MAJOR - QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s):	100		
28R17	SIDEWALK CUTTING				\$30,000
	Priority-Need: MAJOR-QUALITY OF LIFE	Source(s):	100		

28R19	PARKS PROJECTS - MINOR ENGINEERING							\$75,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402				
28R21	RIVER/GROH/CHATEAU - CONST							\$2,100,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	401	410	415	605
28R26	BRIDGE PAINTING - RT4							\$300,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	LOCAL			
28R29	PLAYING COURTS REPAIR PROGRAM							\$50,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402				
28R30	SEWARD AND RT 4 - R/W							\$150,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	222			
28R32	WINTON (RESOR TO OAK TREE) - CONST							\$1,935,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	205	605		
28R37	AUGUSTA BRIDGE REPLACEMENT							\$900,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	STATE			
28R39	RT 4 SIDEWALK - N OF SYMMES - CONST							\$166,350
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	CDBG	415	401		
28R40	PLAYGROUND EQUIPMENT							\$20,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402				
28R41	PARK SITE AMENITIES							\$60,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402				
28R42	PARKS EQUIPMENT							\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402				
28R49	SALT BARN MODIFICATIONS - CONSTRUCT							\$400,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402				
28R50	SYMMES RAIL CROSSING ELIMINATION							\$2,000,000
	Priority-Need:	CRITICAL - IMPROVE CURRENT SERVICE LEVEL	Source(s):	DEBT				
28R53	STORM SEWER LINING (VARIOUS)							\$150,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402				
28R55	CMP STORM SEWER FIELD PAVING INVERT							\$125,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT	Source(s):	402				

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28V41	REPLACEMENT OF TRUCK (SEWER)			\$90,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	624	
28V51	REPLACEMENT OF TRUCKS (PARKS)			\$70,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28V61	REPLACE SNOW TRUCK (STREETS)			\$260,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28V62	REPLACE PICKUP TRUCK (STREETS)			\$250,000
	Priority-Need: MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28V71	REPLACEMENT OF PATROL VEHICLES (PD)			\$325,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28V73	REPLACEMENT PARK RANGER VEHICLE(PD)			\$70,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28V74	REPLACEMENT OF STAFF VEHICLES (PD)			\$100,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28V81	REPLACEMENT OF STAFF VEHICLE(FIRE)			\$190,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
28P01	COMMUNITY ARTS CENTER			\$100,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28P02	PARK FACILITIES IMPROVEMENTS & MAIN			\$50,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28P11	MARSH PARK SW IMPROVEMENTS			\$5,000,000
	Priority-Need: MINOR-QUALITY OF LIFE	Source(s):	413	
28G01	GOLF BEAUTIFCATION / LANDSCAPING			\$75,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28G03	CART PATH PAVEMENT REPAIRS			\$40,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28G04	MOWERS / EQUIPMENT			\$100,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
28G06	AQUATIC FACILITY IMPROVEMENT & MAIN			\$25,000
	Priority-Need: MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	

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28G07	IRRIGATION UPDATE			\$1,500,000
	<i>Priority-Need:</i>	<i>MAJOR CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	640
28G13	GOLF FACILITY IMPROVEMENTS & MAINT.			\$50,000
	<i>Priority-Need:</i>	<i>MINOR - IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	402
28W01	MAINTAIN RAW WATER PRODUCTION WELLS			\$50,000
	<i>Priority-Need:</i>	<i>MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W02	INSTRUMENTATION REPLACEMENT PROGRAM			\$20,000
	<i>Priority-Need:</i>	<i>MAJOR - IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W03	SECURITY/SURVEILLANCE			\$5,000
	<i>Priority-Need:</i>	<i>MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W04	PUMP OVERHAUL/REPLACEMENT PROGRAM			\$30,000
	<i>Priority-Need:</i>	<i>MAJOR - MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W05	REPLACE MAJOR PROCESS EQUIPMENT			\$18,000,000
	<i>Priority-Need:</i>	<i>MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	DEBT
28W06	WATER PLANT CONCRETE/MASONRY REPAIR			\$25,000
	<i>Priority-Need:</i>	<i>MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	604
28W07	REPLACE NON-PROCESS EQUIPMENT			\$5,000
	<i>Priority-Need:</i>	<i>MINOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W08	BOOSTER STATION IMPORVEMENTS			\$15,000
	<i>Priority-Need:</i>	<i>MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	604
28W09	REPLACE FIRE HYDRANTS			\$30,000
	<i>Priority-Need:</i>	<i>MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W10	SMALL WATER LINE IMPROVEMENTS			\$350,000
	<i>Priority-Need:</i>	<i>MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	605
28W11	DISTRIBUTION SYSTEM IMPROVEMENTS			\$1,600,000
	<i>Priority-Need:</i>	<i>CRITICAL-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	604
28W12	WATER TANK/TOWER MAINTENANCE			\$50,000
	<i>Priority-Need:</i>	<i>CRITICAL-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	604
28W13	WATER COMPUTER MODELING			\$20,000
	<i>Priority-Need:</i>	<i>MAJOR- IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	407

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28W14	ASPHALT/CONCRETE REPLACEMENT			\$75,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
28W15	BUILDING IMPROVEMENTS			\$18,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
28W16	ELECTRICAL IMPROVEMENTS			\$20,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
28W17	VALVE BOXES AND COVERS			\$15,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
28W18	SAFETY EQUIPMENT			\$20,000
	Priority-Need:	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s): 605	
28W19	MAINTENANCE GARAGE			\$50,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
28W20	WATER PLANT CLEARWELL			\$950,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
28W21	AUTOMATIC METER READING			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
28W22	SCADA INTEGRATION			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
28W23	FACILITY GROUND AND LANDSCAPE			\$7,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
28S01	SANITARY SEWER REHABILITATION			\$100,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
28S02	ROOT CONTROL MAINTENANCE PROGRAM			\$20,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
28S03	MANHOLE REHABILITATION PROGRAM			\$10,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
28S04	INSTRUMENTATION REPLACEMENT PROGRAM			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
28S05	PUMP OVERHAUL REPLACEMENT PROGRAM			\$450,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	

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28S06	WASTEWATER PLANT CONCRETE/MASONRY			\$14,000
	<i>Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	623	
28S07	PAVEMENT REPAIRS AND REPLACEMENT			\$15,000
	<i>Priority-Need: MAJOR - MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	623	
28S08	VIDEO AND SEWER CLEANING EQUIPMENT			\$15,000
	<i>Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S09	MONITORING EQUIPMENT			\$15,000
	<i>Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S10	ELECTRICAL IMPROVEMENTS			\$20,000
	<i>Priority-Need: MAJOR- MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S11	SANITARY SEWER FLOW MODELING			\$15,000
	<i>Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S12	BUILDING IMPROVEMENTS			\$150,000
	<i>Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S13	AUTOMATIC METER READING (AMR)			\$25,000
	<i>Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S14	SAFETY EQUIPMENT			\$20,000
	<i>Priority-Need: MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES</i>	<i>Source(s):</i>	624	
28S15	REPLACE MAJOR PROCESS EQUIPMENT			\$50,000
	<i>Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S16	DYSTOR DOME REPLACEMENT			\$2,500,000
	<i>Priority-Need: CRITICAL - MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	624	
28S17	EFFLUENT PIPELINE			\$400,000
	<i>Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL</i>	<i>Source(s):</i>	623	

\$47,298,350

29A01	NETWORK INFRASTRUCTURE MAINTENANCE				\$25,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
29A02	SOFTWARE MAINTENANCE				\$25,000
	Priority-Need:	MAJOR - IMPROVE SERVICE LEVEL	Source(s):	100	
29A03	COMPUTER AND SERVER EQUIPMENT				\$250,000
	Priority-Need:	CRITICAL - CURRENT SERVICE LEVEL	Source(s):	402 624 605	
29A04	CAMERA SURVEILLANCE SYSTEM				\$35,000
	Priority-Need:	MINOR - CURRENT SERVICE LEVEL	Source(s):	402	
29L01	POLICE VEHICLE EQUIPMENT				\$35,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29F01	REPLACEMENT PPE				\$70,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29F02	REPLACEMENT HOSE AND FIRE EQUIPMENT				\$45,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29F03	REPLACEMENT OF LUCAS DEVICES				\$40,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29B01	MUNICIPAL/ANNEX REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29B51	PARKS BUILDINGS REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29B52	LANE LIBRARY REPAIRS				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29B71	JUSTICE CENTER REPAIRS & UPGRADES				\$50,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29B81	FIREHOUSE REPAIRS & UPGRADES				\$30,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29R01	SIDEWALK INSTALLATION GAP PROGRAM				\$10,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	415	
29R02	TRAFFIC ENGINEERING / SPARE PARTS				\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	

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29R03	DRAINAGE IMPROVEMENTS - CONTRACTED			\$150,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29R04	DRAINAGE IMPROVEMENTS (IN HOUSE)			\$100,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402	
29R06	ANNUAL STREET PAVING PROGRAM			\$2,450,000
	Priority-Need: CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401 410	
29R07	ANNUAL CONCRETE PROGRAM			\$950,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	
29R08	LANDSCAPE MAINTENANCE PROGRAM			\$175,000
	Priority-Need: MINOR-QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s):	402	
29R09	PAVEMENT MARKING PROGRAM			\$125,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	
29R10	GEOTECHNICAL SERVICES			\$10,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	
29R11	STREET LIGHT INSTALLATION			\$8,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	416	
29R12	PARKING LOT MAINTENANCE PROGRAM			\$60,000
	Priority-Need: MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
29R13	STREET MAINTENANCE - CRACK SEALING			\$30,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	
29R15	CCTV REPLACEMENT			\$15,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	402 211	
29R16	SIDEWALK/APRON PROGRAM			\$250,000
	Priority-Need: MAJOR - QUALITY OF LIFE DEVELOPMENT DRIVEN	Source(s):	100	
29R17	SIDEWALK CUTTING			\$30,000
	Priority-Need: MAJOR-QUALITY OF LIFE	Source(s):	100	
29R19	PARKS PROJECTS - MINOR ENGINEERING			\$75,000
	Priority-Need: MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s):	402	
29R26	BRIDGE PAINTING - 275			\$220,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402 LOCAL	

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29R30	SEWARD AND 4 INTERSECTION - CONST				\$2,800,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	STATE 401	222	
29R31	SYMMES AND ROUTE 4 - CONST				\$5,000,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401	STATE	
29R35	PLEASANT AVE PAVING - CONST				\$3,350,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	401	STATE	
29R37	PATTERSON 3 LANE WIDENING - CONST				\$700,000
	Priority-Need: MAJOR-PUBLIC HEALTH, SAFETY AND WELFARE	Source(s):	402	220 CDBG	
29R38	WINTON - HENESEY TO NILLES - ENG				\$250,000
	Priority-Need: MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s):	401		
29R40	PLAYGROUND EQUIPMENT				\$20,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29R41	PARK SITE AMENITIES				\$60,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29R42	PARKS EQUIPMENT				\$50,000
	Priority-Need: MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29R50	SYMMES RAIL CROSSING ELIMINATION				\$5,000,000
	Priority-Need: CRITICAL - IMPROVE CURRENT SERVICE LEVEL	Source(s):	DEBT		
29R53	STORM SEWER LINING (VARIOUS)				\$150,000
	Priority-Need: CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29V01	REPLACE STAFF VEHICLE (BUILDING)				\$45,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29V02	REPLACE COMM SERV VAN (COURT)				\$60,000
	Priority-Need: MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29V61	REPLACE SNOW TRUCK (STREETS)				\$260,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29V71	REPLACEMENT OF PATROL VEHICLES (PD)				\$225,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		
29V85	REPLACEMENT OF AMBULANCE (FIRE)				\$500,000
	Priority-Need: MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s):	402		

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29P01	COMMUNITY ARTS CENTER			\$100,000
	Priority-Need:	MINOR - CURRENT SERVICE LEVEL	Source(s): 402	
29P02	PARK FACILITIES IMPROVEMENT & MAINT			\$50,000
	Priority-Need:	MINOR - CURRENT SERVICE LEVEL	Source(s): 402	
29P11	MARSH PARK SW IMPROVEMENTS			\$5,500,000
	Priority-Need:	MINOR - IMPROVE SERVICE LEVEL	Source(s): DEBT	
29G01	GOLF BEAUTIFICATION/LANDSCAPING			\$75,000
	Priority-Need:	MINOR - IMPROVE SERVICE LEVEL	Source(s): 402	
29G03	CART PATH PAVEMENT REPAIRS			\$40,000
	Priority-Need:	MINOR - IMPROVE SERVICE LEVEL	Source(s): 402	
29G04	GOLF MOWERS/EQUIPMENT			\$100,000
	Priority-Need:	MINOR - IMPROVE SERVICE LEVEL	Source(s): 402	
29G06	AQUATICS FACILITY IMPROVEMENTS/MAIN			\$25,000
	Priority-Need:	MINOR - IMPROVE SERVICE LEVEL	Source(s): 402	
29G13	GOLF FACILITY IMPROVEMENTS/MAINT			\$50,000
	Priority-Need:	MINOR - IMPROVE SERVICE LEVEL	Source(s): 402	
29W01	MAINTAIN RAW WATER PRODUCTION WELLS			\$50,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29W02	INSTRUMENTATION REPLACEMENT PROGRAM			\$20,000
	Priority-Need:	MAJOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
29W03	SECURITY/SURVEILLANCE			\$5,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
29W04	PUMP OVERHAUL/REPLACEMENT PROGRAM			\$30,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29W05	REPLACE MAJOR PROCESS EQUIPMENT			\$25,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
29W06	WATER PLANT CONCRETE/MASONRY REPAIR			\$25,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
29W07	REPLACE NON-PROCESS EQUIPMENT			\$5,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	

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29W08	BOOSTER STATION IMPORVEMENTS			\$15,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 604	
29W09	REPLACE FIRE HYDRANTS			\$30,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29W10	SMALL WATER LINE IMPROVEMENTS			\$150,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
29W11	DISTRIBUTION SYSTEM IMPROVEMENTS			\$2,000,000
	Priority-Need:	CRITICAL-IMPROVE CURRENT SERVICE LEVEL	Source(s): 604	
29W12	WATER TANK/TOWER MAINTENANCE			\$50,000
	Priority-Need:	CRITICAL-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
29W13	WATER COMPUTER MODELING			\$20,000
	Priority-Need:	MAJOR- IMPROVE CURRENT SERVICE LEVEL	Source(s): 407	
29W14	ASPHALT/CONCRETE REPLACEMENT			\$75,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29W15	ELECTRICAL IMPROVEMENTS			\$20,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 604	
29W16	BUILDING IMPROVEMENTS			\$18,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29W17	VALVE BOXES AND COVERS			\$15,000
	Priority-Need:	MINOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29W18	SAFETY EQUIPMENT			\$20,000
	Priority-Need:	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s): 605	
29W19	AUTOMATIC METER READING			\$30,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
29W20	MAINTENANCE GARAGE			\$500,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 605	
29W21	FACILITY GROUND AND LANDSCAPE			\$7,000
	Priority-Need:	MINOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s): 605	
29S01	SANITARY SEWER REHABILITATION			\$100,000
	Priority-Need:	CRITICAL - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	

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29S02	ROOT CONTROL MAINTENANCE PROGRAM			\$20,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
29S03	MANHOLE REHABILITATION PROGRAM			\$10,000
	Priority-Need:	MINOR - IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
29S04	INSTRUMENTATION REPLACEMENT PROGRAM			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
29S05	PUMP OVERHAUL REPLACEMENT PROGRAM			\$100,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
29S06	WASTEWATER PLANT CONCRETE/MASONRY			\$14,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
29S07	PAVEMENT REPAIRS AND REPLACEMENT			\$15,000
	Priority-Need:	MAJOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 623	
29S08	VIDEO AND SEWER CLEANING EQUIPMENT			\$15,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
29S09	MONITORING EQUIPMENT			\$15,000
	Priority-Need:	MINOR - MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
29S10	ELECTRICAL IMPROVEMENTS			\$20,000
	Priority-Need:	MAJOR- MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	
29S11	SANITARY SEWER FLOW MODELING			\$15,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
29S12	BUILDING IMPROVEMENTS			\$50,000
	Priority-Need:	MINOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
29S13	AUTOMATIC METER READING (AMR)			\$25,000
	Priority-Need:	MAJOR-IMPROVE CURRENT SERVICE LEVEL	Source(s): 624	
29S14	SAFETY EQUIPMENT			\$20,000
	Priority-Need:	MAJOR - PUBLIC HEALTH, SAFETY OR WELFARE MANDATES	Source(s): 624	
29S15	REPLACE MAJOR PROCESS EQUIPMENT			\$250,000
	Priority-Need:	MAJOR-MAINTAIN CURRENT SERVICE LEVEL	Source(s): 624	

\$33,627,000

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT THE CITY OF FAIRFIELD, OHIO
2025-2029 CAPITAL IMPROVEMENT PROGRAM.

BE IT RESOLVED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City of Fairfield, Ohio 2025-2029 Capital Improvement Program, a copy of which is on file in the office of the Clerk of Council and which is incorporated herein by reference, is hereby approved and adopted.

Section 2. Resolution No. 4-24 is hereby repealed in its entirety.

Section 3. This Resolution shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	—
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\CAPITAL IMPROVEMENT PROGRAM-RES



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

\$4,758,000 BAN Renewal

Legislation Title:

Ordinance authorizing the issuance of not to exceed \$4,758,000 of various purpose bond anticipation notes, series 2024, 2025 renewal, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adopt

Recommendation:

Discussion:

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, County of Butler, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$4,758,000 Various Purpose Bond Anticipation Notes, Series 2024, 2025 Renewal, dated the date of their issuance:
Mayor Mitch Rhodus

Finance Director Diana Davenport

City Manager Scott Timmer

Clerk of Council Alisha Wilson

Member of Council Leslie Besl

Member of Council Dale Paullus

Member of Council Debbie Pennington

Member of Council Adam Kraft

Member of Council Gwen Brill

Member of Council Matt Davidson

Member of Council Tim Meyers

Law Director John Clemmons

Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said City of Fairfield, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes.

Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS AND BOND ANTICIPATION NOTES

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$4,758,000 of bonds, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; (ii) making improvements to the waste water system, including installing a new motor control system; (iii) constructing improvements to the water system, including water main replacements; (iv) making water improvements including water main replacement at Winton and Resor Road; (v) replacing water meters on John Gray Road; and (vi) making improvements to the municipal water system, consisting of replacing chlorine/fluoride feed systems, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is forty (40) years, and the maximum maturity of notes issued in anticipation thereof is nineteen (19) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

Finance Director

ORDINANCE NO.

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,758,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, SERIES 2024, 2025 RENEWAL, BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as forty (40) years, and of notes issued in anticipation thereof as nineteen (19) years;

WHEREAS, the City has previously issued bond anticipation notes which are outstanding in the amount of \$5,834,000, which are about to mature and which should be renewed in a reduced amount;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield (hereinafter called the "City"), Butler County, Ohio:

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Fairfield, County of Butler, Ohio, in the principal amount of not to exceed \$4,758,000 bearing interest estimated at six per centum (6%) per annum and maturing over a period of forty (40) years, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; (ii) making improvements to the waste water system, including installing a new motor control system; (iii) constructing improvements to the water system, including water main replacements; (iv) making water improvements including water main replacement at Winton and Resor Road; (v) replacing water meters on John Gray Road; and (vi) making improvements to the municipal water system, consisting of replacing chlorine/fluoride feed systems.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$4,758,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed six percent (6.00%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$1,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the Certificate of Award setting forth the final terms of the Notes (the "Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Various Purpose Bond Anticipation Notes, Series 2024, 2025 Renewal," and shall be payable at a bank or trust company designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper

funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City acknowledgment that the City has not prepared an official statement for the sale of the notes and the notes and the sale thereof is expected to be exempt from CFR §240.15c2-12 by being issued in denominations of \$100,000 or greater and be being sold to no more than 35 accredited investors or maturing in nine months or less.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 6. That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 7. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the notes in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 8. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Notes are hereby designated "tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code.

SECTION 9. That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 10. All appropriate officers of the City are further authorized to make, execute,

acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 11. The firm of Dinsmore & Shohl LLP is hereby engaged as the City's "bond counsel" pursuant to the engagement letter on file with the City.

SECTION 12. The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 13. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 15. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to provide for the orderly refinancing of the project to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the "Charter").

SECTION 16. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED: _____, 2025.

Mayor Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2025.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. __ was filed with the County Auditor of Butler County, Ohio, on _____, 2025.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2025.

County Auditor

Financial Impact:

The issuance of the \$4,758,000 in BANs is a renewal of the Water Distribution Division System Improvements

Emergency Provision:

Yes - Accommodate bond pricing requirements.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. \$4.758M City of Fairfield Various Purpose BANS 2025 Renewal Ordinance(52992488.1)

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, County of Butler, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$4,758,000 Various Purpose Bond Anticipation Notes, Series 2024, 2025 Renewal, dated the date of their issuance:

Mayor	<u>Mitch Rhodus</u>
Finance Director	<u>Diane Davenport</u>
City Manager	<u>Scott Timmer</u>
Clerk of Council	<u>Alisha Wilson</u>
Member of Council	<u>Leslie Besl</u>
Member of Council	<u>Dale Paullus</u>
Member of Council	<u>Debbie Pennington</u>
Member of Council	<u>Adam Kraft</u>
Member of Council	<u>Gwen Brill</u>
Member of Council	<u>Matt Davidson</u>
Member of Council	<u>Tim Meyers</u>
Law Director	<u>John Clemmons</u>

Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said City of Fairfield, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes.

Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$4,758,000 of bonds, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; (ii) making improvements to the waste water system, including installing a new motor control system; (iii) constructing improvements to the water system, including water main replacements; (iv) making water improvements including water main replacement at Winton and Resor Road; (v) replacing water meters on John Gray Road; and (vi) making improvements to the municipal water system, consisting of replacing chlorine/fluoride feed systems, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is forty (40) years, and the maximum maturity of notes issued in anticipation thereof is nineteen (19) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

Finance Director

ORDINANCE NO.

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,758,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, SERIES 2024, 2025 RENEWAL, BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as forty (40) years, and of notes issued in anticipation thereof as nineteen (19) years;

WHEREAS, the City has previously issued bond anticipation notes which are outstanding in the amount of \$5,834,000, which are about to mature and which should be renewed in a reduced amount;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield (hereinafter called the "City"), Butler County, Ohio:

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Fairfield, County of Butler, Ohio, in the principal amount of not to exceed \$4,758,000 bearing interest estimated at six per centum (6%) per annum and maturing over a period of forty (40) years, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; (ii) making improvements to the waste water system, including installing a new motor control system; (iii) constructing improvements to the water system, including water main replacements; (iv) making water improvements including water main replacement at Winton and Resor Road; (v) replacing water meters on John Gray Road; and (vi) making improvements to the municipal water system, consisting of replacing chlorine/fluoride feed systems.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$4,758,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed six percent (6.00%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$1,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the Certificate of Award setting forth the final terms of the Notes (the "Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Various Purpose Bond Anticipation Notes, Series 2024, 2025 Renewal," and shall be payable at a bank or trust company designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City acknowledgment that the City has not prepared an official statement for the sale of the notes and the notes and the sale thereof is expected to be exempt from CFR §240.15c2-12 by being issued in denominations of \$100,000 or greater and be being sold to no more than 35 accredited investors or maturing in nine months or less.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 6. That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 7. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the notes in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 8. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed

thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Notes are hereby designated “tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

SECTION 9. That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 10. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 11. The firm of Dinsmore & Shohl LLP is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter on file with the City.

SECTION 12. The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 13. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 15. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to provide for the orderly refinancing of the project to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the “Charter”).

SECTION 16. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED: _____, 2025.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2025.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. ____ was filed with the County Auditor of Butler County, Ohio, on _____, 2025.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2025.

County Auditor



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

Contractual Appropriations: \$2,164,669 total (Detail: \$1,475,000 for Annual Concrete Curb and Sidewalk Program (Public Works - existing contract); \$215,000 for Route 4 sidewalk (Public Works); \$120,000 for Route 4 Right-of-Way Research (Public Works); \$54,669 for August Blvd. Bridge design (Public Works); \$300,000 for Forest Fair Mall Development Agreement (Development Services))

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed.

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$2,164,669 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Contractual 3-10-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$150,000
To:	10016025-252000 Improvements Other Than Building (2025 Concrete Curb & Sidewalk Program 5PW16)	\$150,000
From:	Unappropriated Northeast Area TIF Fund	\$87,650
To:	22216025-252000 Improvements other than Building (Route 4 Sidewalk between Donald and Hicks 5PW22)	\$87,650
From:	Unappropriated Street Improvement Fund	\$1,602,019
To:	40116023-233300 Engineering Services (Survey & ROW Research for Rt 4-Engineering Consultant 5PW40 [\$120,000]) (Preliminary Design-Augusta Blvd. Bridge 5PW58 [\$54,669])	\$174,669
To:	40116025-252000 Improvements Other Than Building (2025 Concrete Curb & Sidewalk Program 5PW07)	\$1,300,000
To:	40116025-252000 Improvements other than Building (Route 4 Sidewalk (between Donald and Hicks 5PW22)	\$127,350
From:	Unappropriated Capital Improvement Fund	\$25,000
To:	40216025-252000 Improvements Other Than Building (2025 Concrete Curb & Sidewalk Program 5PW07)	\$25,000

From:	Unappropriated Transformative Economic Development Fund	\$300,000
To:	41416027-271500 Funding Grants (Forest Fair Mall Development Agreement)	\$300,000

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		_____ Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	_____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\CONTRACTUAL 3-10-ORD



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

2024-2026 Concrete Curb Program and Concrete Sidewalk Program Construction Appropriation for 2025

Legislation Title:

\$1,475,000 - 2024-2026 Concrete Curb Program and Concrete Sidewalk Program Construction Appropriation for 2025 (Public Works - existing contract)

Recommendation:

The staff recommends that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amounts shown in the financial impact section for this project.

It is advantageous to the City to have work performed early in the construction season whenever practical in order to proceed with paving in the summer months.

Discussion:

The majority of the expense in the concrete repair/replacement work is concrete curb and gutter, which is primarily associated with the asphalt overlay project. This is a unit price contract and exact quantities and individual streets for which work is to be performed will vary slightly.

These quantities were bid for the purposes of generating a fair and competitive bid. Funding is budgeted in the Capital Improvements Program for 2025-2029 under 5PW07 Annual Concrete Program and 5PW16 Sidewalk/Apron Program.

City Council has historically approved funding for annual concrete repair and replacement work done in conjunction with the Annual Overlay Program. Public Works has included Project 5PW07 in the 2025-2029 Capital Improvement Program to complete the replacement of deteriorated curb and gutter and other concrete work required prior to asphalt overlay installation.

The maintenance of concrete pavement on City streets is also included in this appropriation and includes the removal and replacement of broken or settled sections and the installation of underdrains and drainage related repairs to catch basins and monolithic pavement and curb and gutter sections when necessary. Other miscellaneous concrete work performed for Public Utilities or Facilities under this contract will be paid for out of other funding mechanisms.

The sidewalk/apron project is an ongoing program that was implemented in 1994 to inspect

sidewalks and approach aprons citywide. The program was designed to complete inspections of all city sidewalks on a four (4) year rotating basis. Marking of sidewalks and aprons citywide has been completed for the 2025 program year. There are approximately 351 property locations marked for repair or replacement that are resident/business owner responsibility. There are approximately 3,700 Square Feet of 4" (sidewalk), 6,900 Square Feet of 7" (driveway aprons) concrete, and 200 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement. There are 248 locations currently marked for repair via the cutting method. The cutting method has been used for many years now as part of the sidewalk project and has proved an effective method for limiting damage to the adjacent lawn and inconvenience to the residents while also being a cost saving measure for the property owners.

The property owners are notified by certified mail that they have sixty days to perform the work themselves, seek an independent contractor on their own, or have the city's contractor perform the work. If they choose to use the City contractor, the property owners are required to reimburse the City by either invoice payment or through an assessment of their property taxes collected over a five (5) year period.

Public Works advertised this project, and bids were opened on February 5, 2024 for the 2024 Concrete Curb and Sidewalk Project. Four (4) bids were received.

The lowest and best bidder was Prus Construction Company of Cincinnati, Ohio.

Financial Impact:

Total funding \$1,475,000.00. The financial impact of the project is the requested funding of \$1,300,000.00 from the Street Improvement Fund for the curb program, \$25,000.00 from the Capital Fund for concrete repairs within parks properties, and \$150,000.00 from the General Fund for the sidewalk program.

Emergency Provision:

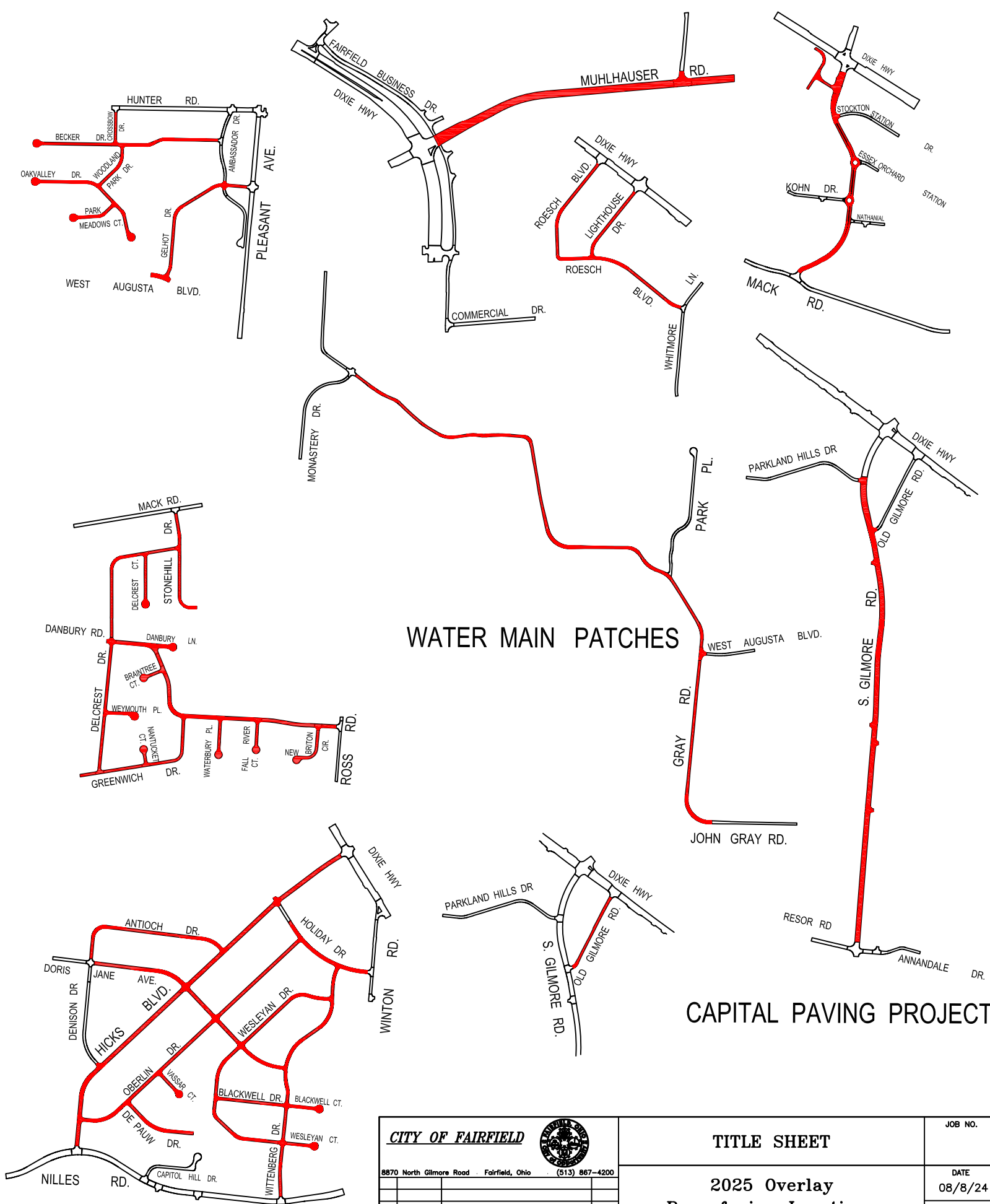
No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 2025 Paving Map - Citywide
2. 2024 Concrete Curb and Sidewalk Project Bid Results



WATER MAIN PATCHES

CAPITAL PAVING PROJECT

<u>CITY OF FAIRFIELD</u>			
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200			
NO.	DATE	REVISIONS	BY
SCALE	DESIGN-LAYOUT	DRAWN	CHECKED
N.T.S.	NWC	NWC	BAM

TITLE SHEET		JOB NO.
2025 Overlay		DATE
Resurfacing Locations		08/8/24
FAIRFIELD, OHIO		SHEET NO.
Page 208 of 232		

City of Fairfield
Bid Tabulation for
2024 Concrete Curb & Sidewalk Project
Bid Opening: February 5, 2024
Engineer's Estimate: 1,392,390.00

Bid Opening: February 5, 2024 Engineer's Estimate: 1,392,390.00		BIDDER			BIDDER			BIDDER			BIDDER		
		Adleta Construction PO Box 15872 Cincinnati, OH 45215 513-554-1469			R.A. Miller Construction Co Inc 4148 Augspurger Road Hamilton, OH 45011 513-896-5011			Prus Construction 5325 Wooster Road Cincinnati, OH 45226 513-321-7774			SiteWorx, LLC 3800 Turtlecreek Rd Lebanon, OH 45036 513-229-0295		
Description	Bid Unit	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3
Concrete Curb & Gutter - Partial (11,600 feet)	Foot	\$ 55.00	\$ 60.00	\$ 65.00	\$ 47.00	\$ 50.75	\$ 54.85	\$ 41.50	\$ 47.00	\$ 51.75	\$ 62.05	\$ 68.25	\$ 75.00
Complete Curb Replacement (9,950 Feet)	Foot	\$ 44.00	\$ 45.00	\$ 55.00	\$ 36.00	\$ 38.00	\$ 40.00	\$ 35.50	\$ 41.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.50
*Curb Ramps (with truncated domes) (120 each)	Each	\$ 2,950.00	\$ 3,200.00	\$ 3,800.00	\$ 250.00	\$ 350.00	\$ 500.00	\$ 475.00	\$ 550.00	\$ 595.00	\$ 375.00	\$ 415.00	\$ 455.00
*Concrete Sidewalk - 4" Thick (Curb Ramp Areas) (10,500 SF)	SF	\$ 15.00	\$ 16.50	\$ 20.00	\$ 9.65	\$ 10.40	\$ 11.25	\$ 11.00	\$ 13.50	\$ 14.50	\$ 15.35	\$ 16.90	\$ 18.60
*Concrete Sidewalk - 7" Thick (Curb Ramp Areas) (950 SF)	SF	\$ 18.00	\$ 19.50	\$ 23.00	\$ 13.00	\$ 16.20	\$ 17.40	\$ 12.75	\$ 15.00	\$ 16.50	\$ 20.75	\$ 22.85	\$ 25.00
Concrete Sidewalk - 4" Thick (Sidewalk Program Areas) (5,060 SF)	SF	\$ 15.00	\$ 16.50	\$ 20.00	\$ 14.00	\$ 15.25	\$ 16.50	\$ 11.00	\$ 12.50	\$ 14.00	\$ 15.35	\$ 16.90	\$ 18.60
Concrete Sidewalk - 7" Thick (Sidewalk Program Areas) (5,300 SF)	SF	\$ 18.00	\$ 19.50	\$ 23.00	\$ 15.00	\$ 16.20	\$ 17.00	\$ 12.75	\$ 14.00	\$ 16.00	\$ 20.75	\$ 22.85	\$ 25.00
Concrete Sidewalk - 9" Thick (Sidewalk Program Areas) (2,760 SF)	SF	\$ 20.00	\$ 22.00	\$ 25.00	\$ 16.00	\$ 17.25	\$ 20.00	\$ 17.00	\$ 20.00	\$ 26.00	\$ 22.15	\$ 24.35	\$ 26.80
ODOT Type 6 Curb (as needed)	Foot	\$ 50.00	\$ 55.00	\$ 60.00	\$ -	\$ 50.00	\$ 55.00	\$ 50.00	\$ 55.00	\$ 58.00	\$ 65.00	\$ 65.00	\$ 70.00
Modified Type 6 Curb (Lawn curb) (as needed)	Foot	\$ 48.00	\$ 53.00	\$ 57.00	\$ -	\$ 50.00	\$ 55.00	\$ 30.00	\$ 35.00	\$ 39.00	\$ 65.00	\$ 65.00	\$ 70.00
ODOT Type 2 Curb and Gutter (as needed)	Foot	\$ 65.00	\$ 70.00	\$ 75.00	\$ -	\$ 50.00	\$ 55.00	\$ 55.00	\$ 59.00	\$ 63.00	\$ 75.00	\$ 75.00	\$ 80.00
ODOT Type 3 Curb and Gutter (as needed)	Foot	\$ 70.00	\$ 75.00	\$ 80.00	\$ -	\$ 50.00	\$ 55.00	\$ 55.00	\$ 59.00	\$ 63.00	\$ 75.00	\$ 75.00	\$ 80.00
6" SDR-35 Sump Collector Line behind curb in select full replacement areas (as needed, assume 200' for bidding purposes)	Foot	\$ 30.00			\$ -			\$ 45.00			\$ 30.00		
Full Depth Concrete Pavement Repair SY (as needed)	SY	\$ 150.00	\$ 200.00	\$ 220.00	\$ -	\$ 160.00	\$ 200.00	\$ 180.00	\$ 220.00	\$ 240.00	\$ 300.00	\$ 300.00	\$ 330.00
**Concrete Curb & Gutter (Miscellaneous) (approx. 1,500 feet)	Foot	\$ 55.00	\$ 65.00	\$ 68.00	\$ 56.10	\$ 60.00	\$ 65.00	\$ 45.00	\$ 55.00	\$ 59.00	\$ 79.50	\$ 85.00	\$ 90.00
**Concrete Driveway Aprons - 7" Thick (Miscellaneous) (approx. 1,500 SF)	SF	\$ 18.00	\$ 20.00	\$ 23.00	\$ 15.00	\$ 18.00	\$ 20.00	\$ 14.00	\$ 16.00	\$ 17.50	\$ 24.75	\$ 27.25	\$ 30.00
**Concrete Driveway Aprons - 9" Thick (Miscellaneous) (approx. 500 SF)	SF	\$ 20.00	\$ 22.00	\$ 26.00	\$ 16.00	\$ 20.00	\$ 25.00	\$ 19.00	\$ 21.00	\$ 23.00	\$ 26.75	\$ 29.50	\$ 32.50
**Concrete Sidewalks - 4" Thick (Miscellaneous) (1,500 SF)	SF	\$ 15.00	\$ 17.00	\$ 23.00	\$ 14.00	\$ 16.00	\$ 18.00	\$ 13.00	\$ 14.00	\$ 16.00	\$ 19.50	\$ 21.45	\$ 35.00
Total Base Bid (Yr. 1 Only)		\$ 1,933,100.00			\$ 1,377,255.00			\$ 1,306,892.50			\$ 1,890,947.50		

Bid comparison and selection will be based on year one base bid only.
* Payment for curb ramps includes the cost of any additional materials, grading, forming, and finishing not included in the new walk, which is measured through the curb ramp area.
** Miscellaneous items are typically performed two to three times a year and are for concrete work needed in conjunction with City work for water, sanitary, storm, street, and other repairs that may arise through the year.

These bids will be reviewed by the Public Works Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bidder.



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Finance

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

Non-Contractual Appropriations: \$169,322 total (see attached for detail)

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed.

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$169,322 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Non Contractual 3-10-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED “AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.”

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$144,940
To:	40216024-242200 Wearing Apparel <i>(Fire Department Personal Protective Equipment 5FD02)</i>	\$70,000
To:	40216025-252500 Drainage Improvements <i>(Emergency Drainage Repair near 1190 Hicks Blvd 5PW03)</i>	\$34,940
To:	40216025-253200 Capital Equipment <i>(Replacement Fire Hose and Fire Equipment 5FD03)</i>	\$40,000
From:	Unappropriated Water Replacement & Improvement Fund	\$24,382
To:	60416025-252000 Improvements other than Building <i>(Materials for water main on Wittenberg Dr. 5WT10 [\$18,282]) (Well/Pump Flow Testing 5WT01[\$6,100])</i>	\$24,382

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		— Mayor’s Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	—
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\NON CONTRACTUAL 3-10-ORD



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Matt Young, Field Superintendent
Department: Public Utilities

Subject:

Materials to upgrade the water main on Wittenberg Drive

Legislation Title:

\$18,282.00 - Materials to upgrade the water main on Wittenberg Drive (Public Utilities - Water Division)

Recommendation:

It is recommended that council approve funding to purchase materials to upgrade the water main on Wittenberg Drive.

Discussion:

Staff has recently discovered that the water main on Wittenberg Drive is not connected between Doris Jane and Blackwell as it is shown on historical mapping and design drawings. This appropriation will provide funds to purchase materials for the connection of the water main between these two subdivisions. Work will be performed by water distribution staff. This connection (called looping) will help provide operational redundancy within the distribution system, and can also help prevent water main breaks from water hammer noticed by the two existing dead ends. The work will be completed this spring ahead of the 2025 Public Works Pavement Overlay Project.

Financial Impact:

An appropriation in the amount of \$18,282.00 is being requested for the purchase of materials from Core and Main which was the lowest responsive bidder. Quotes were requested from Core and Main, Ferguson Water Works, and EJ Prescott (which was unresponsive.) 2025 funding is included in the 2024-2028 Capital Improvement Plan under project 5WT10 - Small Water Line Improvements. The funding source is the Water Replacement and Improvement Fund - #604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Wittenberg comparison
2. Wittenberg pipe - C&M

3. Wittenber pipe - Ferguson

	<u>Ferguson</u>				<u>Core and Main</u>		<u>EJ Prescott</u>
	<u>Qty</u>	<u>Item</u>	<u>Extension</u>		<u>Item</u>	<u>Extension</u>	
8" pipe	200	64.34	\$12,868.00		60.24	\$12,048.00	Unresponsive
Poly wrap	1	82.22	\$82.22		180	\$180.00	
8" Valve	1	1477.97	\$1,477.97		1624	\$1,624.00	
8x6 Red	2	105.92	\$211.84		104	\$208.00	
8 x 12 sleeve	2	182.05	\$364.10	8 x 8	178	\$356.00	
Field lock	4	88.75	\$355.00		149	\$596.00	
8" Megalug	10	49.38	\$493.80		83	\$830.00	
8" glandpack	8	28.32	\$226.56		0	\$0.00	
6" megalug	3	33.03	\$99.09		62	\$186.00	
6" gland pack	5	26.05	\$130.25		0	\$0.00	
8" Tee	1	268.64	\$268.64		227	\$227.00	
6" Pipe	20	45.88	\$917.60		42.96	\$859.20	
Sub total for comaprrison			\$17,495.07	Sub total for comaprrison			\$17,114.20
Valve box lid	1	Not included			33	\$33.00	
Valve box top	1	Not included			99	\$99.00	
Valve box bottom	1	Not included			179	\$179.00	
6" sleeve	2	Not included			415	\$830.00	
BoxLok	1	Not included			26	\$26.00	
Doesn't include Valve Box			\$17,495.07	Includes Valve Box			\$18,281.20



Bid Proposal for WATER LINE

CUSTOMER	FAIRFIELD CITY - WATER DEPT 5350 PLEASANT AVE FAIRFIELD, OH 45014	Job WATER LINE FAIRFIELD , OH Bid Date: 02/17/2025 Bid #: 4024884
	Sales Representative Jarod Wuestefeld (M) 513-615-6783 (T) 513-942-1395 (F) 513-942-1396 Jarod.Wuestefeld@coreandmain.com	Core & Main 3165 Production Dr Fairfield, OH 45014 (T) 5139421395
CONTACT		
NOTES		



Bid Proposal for WATER LINE

FAIRFIELD CITY - WATER DEPT**Job Location:** FAIRFIELD , OH**Bid Date:** 02/17/2025**Core & Main Bid #:** 4024884**Core & Main**

3165 Production Dr

Fairfield, OH 45014

Phone: 5139421395**Fax:** 5139421396

Seq#	Qty	Description	Units	Price	Ext Price
10	200	8 TJ CL55 DI PIPE	FT	60.24	12,048.00
20	20	6 TJ CL55 DI PIPE	FT	42.96	859.20
30	1	20X440 POLYWRAP BLK 3-8 DIP 8MIL PERF 22' PER ROLL	RL	180.00	180.00
40	1	8X6 MJ TEE C153 IMP	EA	227.00	227.00
50	1	8 MJ RW GATE VALVE OL	EA	1,624.00	1,624.00
60	1	5-1/4 VB LID M/WATER DOM USA	EA	33.00	33.00
70	1	6850-60 16T TOP SECT THRD USA DOMESTIC	EA	99.00	99.00
80	1	6850-36B 36" CI BOTTOM SEC USA THREADED DOMESTIC BELL BOTTOM	EA	179.00	179.00
90	1	ALMAR BOX-LOK2 STANDARD BOX-LO K ALIGNER FITS MUELLER 3-10IN	EA	26.00	26.00
		AND CLOW 3-12IN VALVES			
100	2	8X6 MJ RED C153 IMP	EA	104.00	208.00
110	2	6 MJ L/P DUAL SLV C110 USA	EA	415.00	830.00
120	2	8 MJ L/P SLV C153 IMP	EA	178.00	356.00
130	4	8 TJ FIELD LOK 350 GASKET SBR	EA	149.00	596.00
140	3	6 EBAA 1106DEC MEGALUG F/DIP W/EBAA SEAL GSKT ACC USA	EA	62.00	186.00
150	10	8 EBAA 1108DEC MEGALUG F/DIP W/EBAA SEAL GSKT ACC USA	EA	83.00	830.00
				Sub Total	18,281.20
				Tax	0.00
				Total	18,281.20

Branch Terms:

- Restocking fee applied for clean, undamaged, whole stocking materials returned to the branch by the customer (10%) or via Core & Main truck/s (15%)
- Dirty, weathered, and/or damaged materials in unsalable condition will not be credited. Materials missing components will not be credited. Core & Main will notify the customer that they have 30 days to pick up the material before it is scrapped by the branch.
- Credit for special order or non-stock items will be determined upon inspection/acceptance by the vendor. Any restock/reconditioning charges from the vendor will be passed along to customer. These charges may vary from 10% up to 50% or more. Freight charges will apply as well.
- No material will be credited after 6 months.

*Some restock scenarios are subject to review/negotiation. Please contact your local Core & Main branch or salesperson with any questions or concerns regarding our new restock policy.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Tue 2/18/2025 5:55 PM



kyle.plvan@ferguson.com

FW: Email Bid# B574580

To Matt Young

FEL-CINCINNATI, OH WW (F528)

11860 MOSTELLER ROAD
CINCINNATI, OH 45241-1525

Phone : 513-942-2525

Fax : 513-942-2533

Bid No.....: B574580

Bid Date...: 02/18/25

Quoted By: WHF

Customer.: CITY OF FAIRFIELD
5021 GROH LANE
FAIRFIELD, OH 45014

Cust Phone: 513-867-5300

Terms.....: NET 10TH PROX

Ship To.....: CITY OF FAIRFIELD
5021 GROH LANE
FAIRFIELD, OH 45014

Cust PO#.: QUOTE 2.18.25

Job Name.: 8" DI MATERIAL

Item	Description	Quantity	Net Price	UM	Total
DI558JPX	8 CL55 DI SJ PIPE	200	64.340	FT	12868.00
	IN STOCK				
A70002220	20X220 8 MIL BLK POLYWRAP 22 PERF	1	82.220	RL	82.22
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	1	1477.970	EA	1477.97
MJRLAXU	8X6 MJ C153 RED L/A	2	105.920	EA	211.84
MJSLAX	8X12 MJ C153 LONG SLV L/A	2	182.050	EA	364.10
AAFGRGSKTX	8 SBR AMARILLO FAST GRIP GSKT	4	88.750	EA	355.00
S8LDE8	8 DI MJ WDG REST GLND *ONELOK	8	49.380	EA	395.04
IMJBGPY	8 MJ C153 BLT GSKT PK L/ GLAND	8	28.320	EA	226.56
S8LDE6	6 DI MJ WDG REST GLND *ONELOK	5	33.030	EA	165.15
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	5	26.050	EA	130.25
MJTLAX	8 MJ C153 TEE L/A	1	268.640	EA	268.64
DI558JPU	6 CL55 DI SJ PIPE	20	45.880	FT	917.60

Subtotal: \$17462.37

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$17462.37



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Water Division Well / Pump Flow Testing

Legislation Title:

\$6,100 - Well / Pump Flow Testing (Public Utilities - Water Division)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$6100 for flow tests to be performed by NWS Water Services, LLC.

Discussion:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six (6) raw water / groundwater production wells to supply water to its Water Treatment Plant. Annual Flow Testing of the wells is necessary in order to identify the pumping efficiency of each well and to identify well cleaning and maintenance priorities.

A proposal for flow testing is attached for council review. Water Division staff proposes to use National Water Services LLC (NWS) to perform the work.

Financial Impact:

An appropriation in the amount of \$6100.00 is being requested for flow testing of the Water Division's six (3) raw water wells and (6) High service pumps.

Funding for this project is included in the 2024-2028 Capital Improvement Program under project number 5WT01, Maintain Raw Water Production Wells. The funding source is 604 Water Replacement and Improvement.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 02202553_Fairfield 2025 HSP-Well Field Flow Testing (02.20.25)



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

February 20, 2025

City of Fairfield
4799 Groh Lane
Fairfield, Ohio 45014
Attn: Jeremy Hamel

Subject: 2025 HSP & Well Field Flow Testing

Quote #: 022025-53

Mr. Hamel,

National Water Services LLC (NWS) is pleased to provide the following proposal for the performance testing of the City of Fairfield's Six (6) High Service Pumps and three (3) well field pumps. The following general assumptions and scope of work are provided for your review:

General Assumptions

- The Owner Will Assist with Any Necessary Isolating Valve Operation
- The Owner Will Assist with Any Necessary Lockout Tagout Procedures (LOTO)
- The Owner Will Coordinate Electrical Support If Necessary For Amperage Readings
- The Owner Will Coordinate Discharge Points For Flow Testing Water
- The Owner Will Coordinate Flow Testing Schedule With Baseball League For Well #8

Scope of Work

High Service Pumps (#4,5,6,8,9,10)

- Mobilize Men & Equipment
- Coordinate W/ Owner For Operation of WTP Controls
- Perform Inline Flow Test At Three (3) Varying Increasing Rates *(If Possible)*
- Record Amp Readings
- Record Clear Well Pumping Data & PCL Clear Well Pump Data
- Perform VFD Flow Comparison Test
- Compile Field Data Information
- Demobilize Men & Equipment
- Issue Final Maintenance Recommendations Reports

Well Field Pumps (#4,7,8)

- Mobilize Men & Equipment
- Stage Necessary Equipment & Materials for Flow Testing
- Perform 1-hr Step Draw Down Test At Three (3) Increasing Rates Held At 20 Minutes Each
- Stage Splash Pad Materials
- Compile Field Data Information
- Demobilize Men & Equipment
- Issue Final Maintenance Recommendations Reports



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

To complete the scope of work, the sum of **\$6,055.00** is provided for your consideration. National Water Services LLC appreciates the opportunity to provide the City of Fairfield with this proposal. Should you have any questions, please feel free to contact me at a time of your convenience on my cell phone at (937) 602-4286.

Sincerely,

National Water Services LLC

A handwritten signature in blue ink, appearing to read "Josh Gavin", is written over the printed name.

Josh Gavin, Operations Manager



1. Proposal is based upon a 4 Day X 10 Hr, weekly work schedule, with Saturdays reserved as "make up" for any weather delay.

2. Proposal does not include costs to relocate, remove, abandon or replace existing buried utilities, conduits, vaults, other systems unless explicitly included in the proposal.

3. Proposal does not include costs to locate, demolish, remove or dispose of structures, foundations, piping, piling, wreckage, buried trash or other man-made obstructions which may be encountered while excavating on this project unless explicitly included in the proposal.

4. Proposal requires an equitable contract adjustment for any delay or impact caused by parties other than NWS, or any unforeseen site conditions, which may inhibit work.

5. Unless explicitly stated otherwise, Proposal requires that excess excavated material, including dirt, be left on site within 10' of excavation.

6. Proposal does not include rock removal unless explicitly included in the proposal.

7. Trench Shoring is not included, excavations shall be benched unless explicitly included in the proposal.

8. Subcontractors will not be signatory to project labor agreements unless explicitly included in the proposal.

9. Proposal requires Contractor and Subcontractors will utilize pre-existing, established project management, field supervision and labor work forces, and will follow "open shop" labor practices with regards to project staffing and work rules.

10. Proposal requires that NWS and Subcontractor work force will spend no more than 3 hours in project-specific orientation and safety training, prior to beginning work on the project.

11. Proposal includes cost for applicable standard insurance coverages but does not include cost for Builders Risk, Pollution, environmental, or Longshoreman insurance.

12. Proposal requires that the End User obtains all permits, including Rail Road Right Away, USOC Permits etc.. Any and All Required Permits shall be furnished by others.

13. Proposal does include Local and State Sales Tax for permanent materials unless explicitly included in the proposal.

14. Unless the Proposal so requires, NWS and Subcontractors shall not be signatory to project labor agreements.

NATIONAL WATER SERVICES, LLC

A Fully Licensed - Tennessee, Alabama, Mississippi, Arkansas & West Virginia Municipal and Utility General & Building Construction Contractor

AND A Licensed - TN, AL, MS, KY, IN, OH, AR, WV, GA & IL Well Driller and Pump Installer

WEB; www.national-water.com

15. The Pump removal cost provided in your quotation represents cost associated with removing an intact assembly. If any component of the pumping unit assembly is detached such as the Oil Tube connection(s), line shaft connection(s) and column or drop pipe connection throughout the setting, the removal operation shall be suspended and the end user's representative will be notified. In such an event, NWS's crew will be demobilized, the client/end user will bare the expense of 50% of the original quoted removal cost. NWS's representative will develop a plan for removal of the detached assembly and furnish cost to the client/end user for remobilization, fabricating the retrieval devices and a per hour cost for removal efforts. NWS explicitly excludes any guarantee of success pertaining to retrieval. It also excludes any and all damage to the well, it's pumping unit or attachments during retrieval efforts.

16. Furnishing a Well Pump without NWS obtained Capacity Data:
NWS is not responsible for Pumping Unit Performance in relationship with a wells capacity when data is obtained by others and provided to NWS and/or a recommendation has been made to clean the well by NWS.

17. Unless NWS has a current ongoing agreement with owner to maintain well capacity NWS excludes any guarantee of a wells ability to maintain capacity after a well cleaning or well revitalization.

18. Ingress and Egress: NWS removes Pumping Units and Drills Wells with rubber tire equipment. It is not responsible for cost associated with site access or site reclamation. Provisions shall be specifically included in your quotation for this if included in your proposal.

19. Test Drilling: NWS specifically excludes any guarantees, warranties, or promises regarding the quantity and quality of water produced by the Project.

20. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PROPOSAL OR IN THIS DOCUMENT: (i) NEITHER PARTY HERETO NOR ANY PERSON ACTING ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ACTING ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE PROPOSAL OR THIS DOCUMENT IN ENTERING INTO THIS WAIVER. THIS WAIVER OF CLAIMS INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF ANY CLAIMS REGARDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF MARKETABILITY.

21. The Terms and conditions of work to be performed by NWS are expressly limited to the Proposal and this document. NWS field workers expressly lack the authority to bind NWS, or to amend any term, condition, or scope of performance related to the Proposal. The terms of this document, or the Proposal, shall only be amended by the express written consent of NWS officers, directors, or the sales representative(s) who submitted the Proposal.



Terms and Conditions

The contract price for this project has been calculated based on the current prices for the component materials. However, the market for these materials that are herein specified is i considered to be volatile.

National Water Services, LLC is pleased to quote these services and products for your application. This quotation is valid for **30 DAYS** from the date of this quotation.

Pursuant to General Contractors being provided being furnished quotations from NWS, we understand there is a potential for your award to be delayed up and until the expiration of your Bid Bond - 60 days. As a result NWS shall hold pricing for a 60 day period from the original bid date of the project. Specifically pertaining to material sales on Bid Build Projects, NWS shall furnish to you an itemized quotation separating the quoted components from start up and commissioning. Each shall be invoiced as follows: Material-net 60 day terms from the delivery date. Commissioning and Start Up-net 60 day terms from the event, neither supplied materials or Start Up and Commissioning shall be subject to Retainage.

PRICE AND PAYMENT

Unless otherwise agreed by National Water Services, LLC in writing, prices quoted - special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods will be added to the invoice unless a fully completed and executed tax exemption certificate is received by National Water Services, LLC with the the executed purchase or contract order. Unless otherwise agreed by National Water Services, LLC in writing, payment terms are net thirty (30) days from the date of invoice. CLIENT SHALL PAY A LATE CHARGE OF ONE AND ONE-HALF PERCENT (1.50%) PER MONTH ON ALL AMOUNTS NOT PAID WHEN DUE. Client waives its right to set-off against claims it may have against National Water Services, LLC and acknowledges that it may not suspend its payment obligations. National Water Services, LLC reserves the right to withhold shipment or to require other adequate assurances of performance of Clients payment obligations. Client shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Thank You,

NATIONAL WATER SERVICES, LLC

NWS Rep: Josh Gavin

Acceptance Of The Terms and Conditions

Client: _____

Title: _____

Signature: _____

Project: _____

Date: _____

Purchase Order# _____



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Emergency Drainage Repair near 1190 Hicks Boulevard – Appropriation of Funding

Legislation Title:

\$34,940 - Emergency Drainage Repair near 1190 Hicks Boulevard (Public Works)

Recommendation:

It is recommended that emergency funding be appropriated from the Capital Improvement Fund in the amount of \$34,940.00 for the proposed drainage project.

Discussion:

This area has concrete pipe from the 1960's that is largely in satisfactory condition but this storm sewer has some separated joints and the nearby catch basin has deteriorated causing a sinkhole to form adjacent to and under part of the roadway.

The City's drainage crew has routinely made repairs to storm sewers but the need for a deeper excavation in order to make the repair to the storm warrants some help from an outside contractor.

We solicited prices from Rack and Ballauer as well as JW Brennan because they are both known to do this kind of emergency repair, have been responsive for the City in the recent past, and were available to bring in their equipment in a timely manner. We are selecting JW Brennan as the lowest proposal for this work.

The project funding for this work is in the Capital Improvements Program for 2025-2029 under 5PW03. This is only part of what is requested of Council for this CIP item as there likely will be additional small projects like this throughout the year.

Financial Impact:

\$34,940.00 from the Capital Improvement Fund for the labor, material, and equipment to repair the storm sewer at 1190 Hicks Boulevard.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Hicks Storm Sewer Repair
2. 2025 Brennan Proposal (City of Fairfield- 1190 Hicks Blvd)
3. 2025 Rack Proposal for Hicks storm sewer quote



J.W. Brennan Excavating, LLC

P.O. Box 782
Ross, OH 45061-0782

(513) 738-0360 • (513) 407-3303 cell • FAX# 894-0571 • (email) JWBrennanExcavating@gmail.com

February 17, 2025

City of Fairfield

5021 Groh Lane
Fairfield OH 45014

RE: 1190 Hicks Blvd

Description of Work:

- Excavate and remove existing CB-3
 - Install new CB-3 catch basin re-use existing frame and grate
 - Remove and re-install up to 20' of 15" concrete pipe with concrete collar
 - Install 8' of 4" corrugated
 - Includes bulkhead of existing pipe towards subway again
 - 1" washed for bedding and 12" of cover
 - LSM 50 to subgrade
 - Plate ditch for city to restore street and curb
 - All spoils hauled offsite
 - Saw cutting of street and curb as necessary
 - Traffic control included
 - Mobilization/demobilization included in price
- Total \$24,915.00**

Option 1

- Remove 20' of existing pipe with 20' of 15" ADS N-12 to existing concrete
 - 1-half height headwall
 - 1" washed bedding and cover to 12" above pipe
 - Tie onto existing pipe with 15" Marmac coupling
 - Native backfill compacted to grade
 - Seed and straw blanket restoration included
 - All spoils hauled offsite
 - Restoration of concrete by city if needed
 - Assumes no mobilization, work performed at same time
- Total \$10,025.00**

Option 2

- Continue 15" RCP to second catch basin and 5' beyond
- Install new CB-3 (frame, grate, casting provided by city)
- 1" washed bedding and cover to 12" above pipe
- LSM 50 to subgrade
- Tie onto existing beyond catch basin 15" Marmac coupling/concrete collar (seed and straw restoration of grass area)
- Plate ditch for city to do restoration (no sidewalk restoration)

- All spoils hauled offsite
- Saw cutting of street and curb as necessary
- Traffic control included
- Assumes no additional mobilization/demobilization work to be completed at the same time as base bid

Total \$22,765.00

Not included:

- *Permits & inspection fees*
- *Silt fence*
- *Engineering and surveying*
- *Geotech Engineer*
- *Topsoil for grading*

JW Brennan Excavating is not responsible for any damage done during construction to existing driveway or parking lot due to truck and equipment traffic.

Additional Charges:

- **Additional charges will be assessed for any excessive rock that cannot be excavated with a 315 CAT. Rock excavation will be performed on a time and material basis.**
- **Additional charges will be assessed for any excessive dirt or undercutting due to bad soil and disposal of bad soil.**
- **All private utilities located by others. Any damage to private utilities will be repaired on a time and material basis.**
- **Additional cost for any unforeseen buried tanks and underground structures**

Terms: Net 20 Days

I agree to the above price, specifications & payment terms on work to be performed.
Failure to pay any invoice within 20 days of its due date will result in legal action.

Signature: _____ Date: _____

Rack & Ballauer Excavating, Inc
11321 Paddy's Run Road
Hamilton, OH 45013
Office: 738-7000
Fax: 738-2777
Email: srack@rackballauer.com

Price Quotation – Hicks Storm Sewer
Date: 2/12/25

Attention: Mike Holliday, City of Fairfield

Base Bid Scope of Work:

- Mobilize and sawcut for basebid phase of work
- Remove US structure and replace with new precast and reuse existing iron
- Hook up 4" ADS and run 15" RCP storm sewer to midway point of the road (or approximately 20')
- Backfill pipe with gravel and CDF to underside of pavement for City of Fairfield personnel to temporarily restore or restore in full
- Maintain traffic with flagging operation

Base Bid Price of Work: \$52,400

Option 1 Scope of Work:

- Clear and grub hillside and haul grubbed material to City of Fairfield dumpsite
- Install half height headwall on outlet of storm sewer
- Install 20' of 15" N12 ADS pipe
- Backfill pipe with gravel around pipe and native backfill to surface

Option 1 Price of Work: \$36,600

Option 2 Scope of Work:

- Remove DS structure and replace with new precast and reuse existing iron and hook onto existing downstream sewer
- Run balance of 15" RCP storm sewer from basebid to curblineline (or approximately 20')
- Backfill CDF to underside of pavement for City of Fairfield personnel to temporarily restore or restore in full
- Maintain traffic with flagging operation

Option 2 Price of Work: \$42,100

Not Responsible for (can add any of these if needed – just let me know):

- Bond (if necessary add 1%)
- Overtime or nightwork

- Private OUPS, inspection, layout, permits, tap fees, as-builts, SWPPP plan or erosion control implementation from SWPPP plan
- Any restoration
- Pre/post televising, testing, mandrel, 611, etc.
- Furnishing catch basin iron (reuse existing)

Price of Basebid and Option 1 & 2: \$131,100

Note: If Rack & Ballauer Excavating encounters anything outside of the scope of work that has been described in this price quote then we will complete additional work on a time and material basis. If there are any questions involving the job please feel free to call. Another option is that R&B could perform this project fully with time and material rates to hopefully save costs. Lastly, a road closure would save a lot of time and money on the basebid and option 2 if possible. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Scott Rack". The signature is stylized, with the first name "Scott" written in a cursive-like font and the last name "Rack" written in a simpler, more blocky font.

Scott Rack



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Tom Lakamp, Fire Chief
Department: Fire

Subject:

Fire hose and firefighting equipment purchase

Legislation Title:

\$40,000 - Fire hose and firefighting equipment purchase (Fire Department)

Recommendation:

This request is for the purchase of fire hose and other firefighting equipment from multiple vendors that has or is approaching the end of its service life. This equipment is being replaced due to the cost of repairs, or its inability to be repaired. An appropriation of \$40,000 is requested for this project.

Discussion:

This request is for the purchase of fire hose and other firefighting equipment that is approaching its end of service life (10 years). The National Fire Protection Association mandates the majority of this equipment to be replaced after ten years from the date of manufacture.

Financial Impact:

\$40,000.00 from the Capital Improvement Fund, project 5FD03

Emergency Provision:

To provide for the health and safety of firefighters and the public.

Rule Suspension Requested:

Yes

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - March 10, 2025**

Submitted by: Tom Lakamp, Fire Chief
Department: Fire

Subject:

Personal Protective Clothing

Legislation Title:

\$70,000 - Personal Protective Clothing (Fire Department)

Recommendation:

The funding will be used to purchase personal protective equipment from multiple vendors and will replace those items currently approaching the end of their service life. The National Fire Protection Association mandates the majority of this equipment to be replaced after ten years from the date of manufacture. The personal protective equipment covered in this legislation will be bunker coats, bunker pants, helmets, hoods, and gloves. Total funding requested for this project is \$70,000.

Discussion:

This request is for the purchase of personal protective clothing to equip firefighters and to replace personal protective clothing that is approaching its end of service life (10 years). This PPE will provide protection for the firefighters to enter Immediately Dangerous to Life and Health (IDLH) atmospheres to conduct firefighting and search and rescue. This personal protective clothing is identical to the protective equipment previously purchased to provide uniformity across the department.

Financial Impact:

\$70,000.00 from the Capital Improvement Fund, project 5FD02

Emergency Provision:

Yes - To provide for the health and safety of firefighters and the public.

Rule Suspension Requested:

Yes

ATTACHMENTS:

None