

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, April 28, 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 Dale Paullus

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Recognition of Terra Combs, owner of Dixie Chicks Barber Shop
2. Mayor's Youth Commission Public Utilities Presentation

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - April 14, 2025

Old Business

1. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to approve and adopt Fairfield's Marsh Park Master Plan dated Spring, 2025
 - Legislation - Third Reading
 - Motion - Adoption
- b. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks.
 - Legislation - Second Reading
 - Motion - Suspend Third Reading
 - Motion - Adoption

2. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan
 - Legislation - Third Reading
 - Motion - Adoption
- b. Resolution in support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot.
 - 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 2025 Summer Meeting Schedule for City Council Meetings to meet only the second Monday of each month of June, July and August, with no meetings held on the fourth Monday of each month of June, July and August.
- b. Simple Motion: Motion to appoint Councilmember Gwen Brill as the Council Representative to the Sustainability Commission.

2. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute a Community Reinvestment Area

Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Ryan Fireprotection of Ohio, LLC to construct a new building to be located on Union Centre Boulevard, and declaring an emergency.

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

- b. Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing a grant of \$150,000 to be made to the Community Improvement Corporation of Fairfield for public purposes, and declaring an emergency.

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

- c. Ordinance to authorize the City Manager to apply for and accept a grant from the FY 2025 Housing Technical Assistance Program and declaring an emergency.

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

3. Public Safety - Councilmember Dale Paullus

- a. Ordinance to authorize the City Manager to enter into a contract with Locution Systems, Inc. for the purchase of a Fire Station Alerting System and declaring an emergency.

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

- b. A Resolution making appointments to the Butler County 9-1-1 Program Review Committee and declaring an emergency.

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

4. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 47-25 and all

amendments thereto and declaring an emergency.

- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- 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.”
- Supplemental Appropriations
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- 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: \$390,000 total (Detail: \$150,000 for TED Transfer to CIC (Development); \$240,000 for Fire Station Alerting System (Fire))
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- 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: \$137,850 total
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

\$40,747 - 2025 Grounds, Entryways & Landscaping Program (Public Works)

\$45,000 - Electric Vehicle Charging Station (Public Works)

\$13,000 - Chair Lift for Aquatic Center (Parks & Recreation)

\$6,504 - Water Division-Electrical Components (Public Utilities)

\$12,599 - Water Division-Clarifier VFD Replace (Public Utilities)

\$20,000 - Seward Road Phase 4 Profile Adjustment near Norfolk and Southern RR Tracks – Right of Way Services (Public Works)

Meeting Schedule

Monday, May 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Tuesday, May 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
Monday, June 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

[MEET_FOOT]

**City of Fairfield Minutes
Regular Meeting of City Council
April 14, 2025**

Council-Manager Briefing

Mayor Rhodus called the briefing to order at 5:30 PM at the Water Treatment Plant.
Councilmembers present: Leslie Besl, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill. Staff members present: Scott Timmer, Alisha Wilson, Laurie Murphy, Adam Sackenheim, Steve Wolterman, Jason Hunold, Matt Young, Jeremy Hamel, Diana Davenport, Mandi Brock, Steve Maynard, Tom Lakamp.

Public Utilities Director Hunold gave tour of the Water Treatment Plant.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 07:00 PM.

Prayer/Pledge of Allegiance

Councilmember Besl led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Councilmember, 1st Ward Leslie Besl
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

Councilmembers excused included:

Councilmember, 2nd Ward Dale Paullus

Councilmember Davidson, seconded by Councilmember Kraft, moved to excuse Councilmember Paullus. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

None.

Special Presentations

1. Arbor Day Proclamation

Mayor Rhodus presented the annual Arbor Day proclamation to Environmental Commission member Donna Faulk. Ms. Faulk announced the tree planting at Huffman Park

and the upcoming Tree City awards.

Citizen Comments

None.

Council Reports

Councilmember Brill announced that the mobile mammogram van will be at the Community Arts Center on 6/5. She also announced the upcoming Jr. Police academy and Safety Town, which will hold 2 sessions.

Councilmember Davidson reported that the 2024 Drinking Water Quality report is available online. He also reported that the open house on Saturday was well attended by over 70 residents.

Councilmember Kraft announced that the Butler County Land Bank was awarded funds for Route 4 re-development in 2024 and work began last week at the former Mangos site, with additional re-development of other sites to begin soon.

Councilmember Pennington stated that the South Gilmore contractor is mobilizing to begin work.

Councilmember Besl reported that restrooms and drinking fountains are opened in all the parks and restroom at Waterworks Park are undergoing renovations. She also announced the splash pad opening at Harbin on Saturday, May 17.

Mayor Rhodus welcomed the new municipal judge, Zachary Zoz, who was recently sworn in.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - March 24, 2025

The Regular Meeting Minutes of March 24, 2025 were approved as written and submitted.

Old Business

1. Parks & Recreation - Councilmember Leslie Besl

a. Ordinance to authorize the City Manager to approve and adopt Fairfield's Marsh Park Master Plan dated Spring, 2025

- Legislation - Second Reading

Councilmember Besl presented the second reading of this ordinance.

2. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan

- Legislation - Second Reading

Councilmember Pennington presented the second reading of this ordinance.

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

Councilmember Besl, seconded by Councilmember Davidson, moved to read all New Business by title only. Motion carried 6-0.

1. Community & Public Relations - Councilmember Gwen Brill

- a. Ordinance to adopt new Chapter 166, Sections 166.01 and 166.02, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio to create the Sustainability Commission.

The City of Fairfield approved and adopted a Sustainability Plan, called 'Fairfield Sustains', on September 9, 2024. The Plan will serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the City, and will be a catalyst for quality of life improvements for all residents. Among other things, the plan looks at energy usage in the community, open space preservation, resource protection, and economic sustainability initiatives. The creation of a Sustainability Commission will enable appointed citizens to assist in the advancement of critical Plan goals and strategies.

Creation of the Sustainability Commission will be formalized in the next update of the Codified Ordinances of the City of Fairfield, Ohio.

Councilmember Brill presented the first reading of this ordinance.

Councilmember Gwen Brill, seconded by Leslie Besl, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Meyers stated that he could not be more proud of city, staff and council for the amount of work that has gone into the sustainability plan.

Councilmember Gwen Brill, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 39-25. APPROVED 6-0.

2. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks.

This project is to renovate the existing courts at various parks. Improvements will vary based on need and will be completed through purchase orders for Prodigy and their subcontractors for the six different projects.

Oakwood Park (basketball and tennis) improvements will include acid etching existing surface new color coating of tennis and new line striping of both courts.

Winton Hills Park (basketball) will be limited to new striping and painting of poles and backboards.

Point Pleasant Park (basketball) will be limited to new striping and painting of poles and backboards.

Good Neighbors Park (basketball and tennis) will include new striping only for the basketball court. Tennis court improvements will be more extensive and include crack repair, new asphalt surface course, and fresh playing court coating. The tennis court area will be restriped for a single tennis court with ample paved area around the playing court.

Harbin Park (basketball) will include crack repair, new asphalt surface course, fresh playing court coating, and restriping. Project will also include painting of poles and backboards.

Harbin Park (tennis) will include crack repair, new asphalt surface course, fresh playing court coating, and restriping of the north court. Project will also include removal of the south court which is in much worse shape and is beyond what is recommended for rehabilitation.

At the conclusion of this project, the City will have 5 tennis courts in 4 different parks, all will be dual striped for pickleball.

Each of these projects will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with The Ohio Purchasing Council (TOP-C) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio. The Ohio Purchasing Council (TOP-C) was formed by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. Members of TOP-C include the City of Fairfield Local School District, the City of Hamilton Local School District, Lakota Local School District, Ross Local School District, and Middletown Local School District. Prodigy Building Solutions LLC, West Chester, Ohio has performed contractual work for all of the aforementioned entities. TOP-C Price Contract #2021-006-001B was used by Prodigy Building Solutions to provide the total cost.

Councilmember Besl presented the first reading of this ordinance.

- b. Ordinance to authorize the City Manager to execute a contract with Jerry Pate Turf and Irrigation for replacement of Golf Maintenance Equipment.

This is to purchase two new greens mowers and a new greens groomer for both South Trace and North Trace.

Councilmember Besl presented the first reading of this ordinance.

Councilmember Leslie Besl, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Leslie Besl, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 40-25. APPROVED 6-0.

3. Public Safety - Councilmember Dale Paullus

- a. Ordinance authorizing the City Manager to enter into a contract with Mobilcomm, Inc., to install ten (10) new emergency weather sirens and declaring an emergency.

The City currently has 10 emergency weather sirens strategically placed around the City to notify residents and guests of impending dangerous weather. This is the only system currently in place to warn our residents of weather-related issues. That system is nearly 25 years old and has started to fail. The equipment is antiquated, and replacement parts are difficult if not impossible to find. This project will fund the purchase and installation of 10 new weather sirens and the accompanying equipment needed to operate the system. The immediate replacement of the sirens is necessary to ensure that we have a working emergency system to warn our residents and guests of dangerous weather events.

Councilmember Kraft presented the first reading of this ordinance.

Councilmember Adam Kraft, seconded by Tim Meyers, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Adam Kraft, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 41-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to execute a contract with Vogelpohl Fire Equipment, Inc. for the purchase of SCBA equipment for the Fire Department and declaring an emergency.

This request is to purchase twelve (12) additional Self-Contained Breathing Apparatus (SCBA) for emergency response and training. The purchase will equip all reserve apparatus with SCBA and enable the reserve apparatus to be placed in service to the community at a moment's notice. The SCBA's will also facilitate the ability to train without removing

SCBA from front-line apparatus.

Councilmember Kraft presented the first reading of this ordinance.

Councilmember Adam Kraft, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Adam Kraft, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 42-25. APPROVED 6-0.

4. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into a contract with Chemicals, Inc. USA for the purchase of bulk 12.5% Sodium Hypochlorite and declaring an emergency.

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. The Division is currently upgrading chemical treatment process related to disinfection and fluoridation, installing new chemical feed components and bulk storage containers. The chemical treatment systems are needed so that the City can comply with regulatory requirements. Currently the Division is disinfecting drinking water with use of 12.5% Sodium Hypochlorite which is being purchased in totes. The upgrade project is nearing substantial completion and the Public Utilities Department would like to secure contractual pricing for the bulk purchase of the chemical.

This contract was prepared for competitive bidding, with five (5) bids received on March 24, 2025. Public Utilities Department staff is recommending that a one (1) year contract, with City option for two (2) additional one (1)-year terms, be awarded to Chemicals Inc. USA, who provided the lowest and best bid. The bid is summarized on the attached sheet.

The current purchasing price of 12.5% Sodium Hypochlorite is \$0.34 per pound; the new contract price will be \$0.186 per pound, a decrease of 45%.

Councilmember Davidson presented the first reading of this ordinance.

Councilmember Matt Davidson, seconded by Tim Meyers, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Matt Davidson, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 43-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to enter into a contract with Univar Solutions USA, for the purchase of bulk 23-25% Hydrofluosilicic Acid (Fluoride) and declaring an emergency.

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. The Division is currently upgrading chemical treatment process related to disinfection and fluoridation, installing new chemical feed components and bulk storage containers. The chemical treatment systems are needed so that the City can comply with regulatory requirements. Currently the Division is utilizing Hydrofluosilicic Acid for the fluoridation treatment process which is being purchased in 55 gallon drums. The upgrade project is nearing substantial completion and the Public Utilities Department would like to secure contractual pricing for the bulk purchase of the chemical.

This contract was prepared for competitive bidding, with four (4) bids received on March 24, 2025. Public Utilities Department staff is recommending that a one (1) year contract, with City option for two (2) additional one (1)-year terms, be awarded to Univar Solutions USA, who provided the lowest and best bid. The bid is summarized on the attached sheet.

The current purchasing price of 23-25% Hydrofluosilicic Acid is \$0.38 per pound; the new contract price will be \$0.25 per pound, a decrease of 34%.

Councilmember Davidson presented the first reading of this ordinance.

Councilmember Matt Davidson, seconded by Tim Meyers, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Matt Davidson, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 44-25. APPROVED 6-0.

- c. Resolution authorizing the City Manager to execute an agreement with the Butler County Board of Commissioners Butler County, Ohio for the purchase of water during emergency events, through a water system interconnection near Tylersville Road and declaring an emergency.

The City of Fairfield maintains public water supply interconnections with several neighboring public water systems that can be activated in the event of an emergency - such as a major water main break or major structure fire. Interconnections are one of the most essential components of a public water system for the purposes of system resiliency and redundancy.

The City recently constructed a new water system interconnection with Butler County's water system near the intersection of Tylersville Road and Seward Road. The interconnection was permitted and approved by the Ohio Environmental Protection Agency in April of 2024. This interconnection would be able to provide a source of water into Fairfield's northeast distribution zone in the event of an emergency.

The attached 'Purchase Agreement for Emergency Water Interconnection at Tylersville Road' formalizes the authorized use of the interconnection by and between the City and the County, and provides mechanisms to address notifications, water metering, water billing, and water quality.

Councilmember Davdison presented the first reading of this resolution.

Councilmember Matt Davidson, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Matt Davidson, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

RESOLUTION NO. 3-25. APPROVED 6-0.

5. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to execute a contract with Proshot Concrete, Inc. for Storm Sewer Repair – Corrugated Metal Pipe Invert Lining and declaring an emergency.

These are a 48” diameter corrugated metal pipe on Port Union Road, a 54” diameter corrugated metal pipe on Gilmore Drive, and a 72” diameter corrugated metal pipe on Gelhot Drive. These pipes are starting to fail and need lined to prevent future failures. These pipes are in poor condition and due to the size of the pipes, are in danger of causing larger sinkholes and putting the roadways above them at risk.

The City’s drainage crew has routinely made repairs to storm sewers but the need for specialized methodology and equipment warrants some help from an outside contractor. We have lined pipes like these as recently as last year in two locations under the ODOT state bid.

We have solicited a proposal from Proshot Concrete under the State Bid contract to perform this work listed under the State of Ohio Department of Transportation Contract ID 313-26 Invert Maintenance Contract with permission of use granted by the Ohio Revised Code Section 5513.01(B).

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Leslie Besl, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 45-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to execute an agreement with Ohio Department of Transportation for Electric Vehicle Charging Station through OKI funding for multiple public locations and declaring an emergency.

It is necessary for City Council to authorize the City Manager to execute an agreement with ODOT to administer the construction of this project.

The City of Fairfield was awarded two grants for the installation of Electric Vehicle (EV) Charging Stations within the City.

ODOT combined the two separate grants to the City from OKI for charging stations.

Locations approved were Waterworks Park for 4 charging ports (with the infrastructure to expand to 20), the Library for 2 charging ports, the Justice Center for 4 charging ports (with the infrastructure to expand to 20), the Community Arts Center for 4 charging ports (with the infrastructure to expand to 10), and Harbin Park for 2 charging ports. OKI is supplying the match to the federal money for these locations, so they are 100% outside City funding.

The City will provide local funding for completing the engineering needed to prepare bid documents and obtain an electrical permit.

This project is programmed in the 2025-2029 Capital Improvement Program under 5PW44 – EV Charging Stations.

OKI is supplying Carbon Reduction Grant funding with no local match required. Our application considered the electric infrastructure at those locations that would allow for future expansion of the charging network to include more public chargers, charging stations for City EV's, or a combination of both. CMTA consultants were engaged by Public Works and provided preliminary engineering with future needs considered. CMTA has previously analyzed the needs and capabilities of our existing facilities as part of Fairfield Sustains.

Currently the City has two Level 2 Charging Ports at the Community Arts Center. This location was selected as it met the criteria for which the previous application was scored by the OEPA. It is a well-lit, safe location near the heavily travelled Pleasant Avenue (US 127). It is on City property which made the installation 100% eligible for funding. The previous project was a 20% match as will be this project.

It will be the City's intent to implement a fee for use like that of surrounding jurisdictions once additional chargers are brought on-line.

This project falls in line with the goals of the Fairfield Forward Comprehensive Plan and our draft Fairfield Sustains plan to promote environmental sustainability. The plan specifically mentions investigating electric vehicle charging stations.

Councilmember Pennington presented the first reading of this ordinance.

Councilmember Debbie Pennington, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Debbie Pennington, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 46-25. APPROVED 6-0.

- c. Resolution in support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot.

Councilmember Pennington presented the first reading of this resolution.

6. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees, To repeal Ordinance No. 39-24 and all amendments thereto and declaring an emergency.

Judge Zoz and the Court Administrator have reviewed Municipal Court staffing and have determined that an additional Full-Time Deputy Bailiff position is needed to ensure the efficient operations of the Court. In order to accommodate the request, the current ordinance needs to be amended to authorize the additional position. Additionally, an adjustment is needed to the pay range for the position of Chief Deputy Clerk to align with internal and external pay comparables.

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Debbie Pennington, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 47-25. APPROVED 6-0.

- 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: \$1,017,136 total (Detail: \$431,136 Emergency Weather Sirens (Police); \$125,000 Storm Sewer Repair (Public Works); \$99,000 Golf Maintenance Equipment (Parks & Recreation); \$122,000 SCBA equipment (Fire); \$240,000 Parks Playing Courts Rehabilitation Project (Public Works))

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 48-25. APPROVED 6-0.

- 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: \$460,893 total (see attached for detail; \$4,000 quote included in Golf Maintenance Equipment Council letter (Parks & Recreation))

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 49-25. APPROVED 6-0.

\$10,000 - Geotechnical and Testing Services Appropriation (Public Works)

\$7,500 - 2025 Streetlight Installation Program (Public Works)

\$27,000 - Crack Sealing Project (Public Works)

\$20,000 - Replacement and Repair of Playground Equipment (Public Works)

\$29,638 - Traffic Signal Upgrades – Illuminated Sign Replacement (Public Works)

\$11,475 - Harbin Park Disc Golf – Replacement Equipment (Public Works)

\$47,860 - Harbin Park Facilities Improvements – Roofs, Doors, Plumbing (Public Works)

\$31,504 - Various Parks Facilities Improvements – Roofs, Doors, Etc. (Public Works)

\$10,496 - Water Division-Well #6 Repair (Public Utilities)

\$10,778 - Grant Management Software (City Manager's Office - Sustainability)

\$23,000 - replacement fence at South Trace Golf Course (Parks & Recreation)

\$8,925 - purchase of a refrigerator at North Trace Golf Course (Parks & Recreation)

\$22,400 - removal of invasive species at Marsh Lake (Parks & Recreation)

\$140,000 - Community Arts Center Upgrades, various vendors (Parks & Recreation)

\$15,000 - Aquatic Center Upgrade (Parks & Recreation)

\$41,317 - Portable Radio Project (Fire)

Meeting Schedule

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

Monday, May 12 - Council-Manager Briefing 6:00 PM; Regular Meeting 7:00 PM

Tuesday, May 27 - Council-Manager Briefing 6:00 PM; Regular Meeting 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

None.

Adjournment

The Regular Meeting adjourned at 7:32 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved:



**City Council Communication
Regular Meeting - April 28, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Parks & Recreation

Subject:

Ordinance to adopt Marsh Park Master Plan

Legislation Title:

Ordinance to authorize the City Manager to approve and adopt Fairfield's Marsh Park Master Plan dated Spring, 2025

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

It is recommended that City Council introduce and then adopt the "Marsh Park Master Plan".

Discussion:

The "Marsh Park Master Plan" is a detailed strategy designed to improve and rejuvenate the park. Plan goals include but are not limited to:

- enhance the environment as a natural destination;
- promote connectivity between users and the park space;
- support community through events and programming; and
- encourage recreation with thoughtful improvements.

Implementation of the Master Plan will ensure that future generations can enjoy the park's beauty and recreational activities. This plan has been developed over the past year through collaboration between municipal officials and community members.

In February 2024, the City entered into a contract with Designing Local, Toole Design and Burgess & Niple to complete the final "Marsh Master Plan". Following months of Council and community outreach, including a community engagement event at Marsh in summer of 2024 along with Parks Board input, a Master Plan was developed.

The Master Plan is attached for reference and will contribute to the long-term vitality of our community. This is an exciting step towards creating spaces where people of all ages can come together to enjoy nature and connect.

Financial Impact:

No immediate impact to City budgets. Expenditures related to Marsh Park will be included in future Capital projects and budgets .

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Marsh Park Master Plan 2025_0226 Pages_compressed
2. MARSH PARK MASTER PLAN-ORD



FAIRFIELD
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**MARSH PARK
MASTER PLAN**
Spring 2025

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Acknowledgments



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Executive Summary



PROJECT INTRODUCTION

This project is the result of an initiative by the City of Fairfield to enhance and improve Thomas O. Marsh Park. The City of Fairfield has over 44,000 residents across approximately 21 square miles, and is situated in southern Butler County. City leadership and residents have worked to protect and enhance the quality of place in the park through various initiatives, including the Parks and Recreation Master Plan, Fairfield Connects Plan, Fairfield Sustains, and Fairfield Town Center Placemaking Strategy.

This project fosters the brand identity, creates unique placemaking elements, and provides programming, wayfinding, and open space strategies to enhance the quality of life and steward unique resources for residents and visitors of Fairfield.

PROCESS

The planning process included five general phases: discovery and site analysis, community engagement, research, plan development, and the final plan review and recommendations. Each of these phases incorporated feedback from Fairfield City Council, the Parks and Recreation Board, and city staff.

IMPLEMENTATION

A framework for implementation was developed to provide guidance to fully understand and accomplish the goals of the Marsh Park Master Plan. In addition, several items are recommended for future studies to continuously improve Marsh Park for elements beyond the scope of this plan.





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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible, nestled among more trees. The sky is overcast and grey.

PART 1:

Project Summary



1.1

Project Scope

1.1.1 Master plan

A diagrammatic plan has been provided to demonstrate the uses and connections that can be accommodated within the park. This plan demonstrates connections across the park, while encouraging visitation and recreation through careful location of amenities and enhancing access for all users.



Figure 1.1 | Channel in lake

Marsh Lake includes several distinct areas, connected through a channel, seen above. An active beaver dam is visible to users from watercraft and paths along the shore.





Figure 1.2 | Key for focus areas

Focus areas shown here for reference. See Part 4 “Plan Development” for information.

1.1.2 Focus areas

To demonstrate how use areas and specific program elements could be implemented, several locations were selected for development of conceptual designs.

- Focus Area ‘1’, directly north of the current parking area on River Road, will serve as the main vehicular access to the park. This area will enhance the park experience and include a paddlecraft access point, nature-based play areas, an adventure park, and various types of trails.
- Focus Area ‘2’, a consolidated activity area, includes watercraft rental services, concessions, baithouse, structured recreation activities, and space for a potential brewery/ taproom. The Great Miami River Trail enters the site from the south, and will be routed through this area.
- Focus Area ‘3’, located at the narrow channel in the middle of the lake, includes a bridge and two overlook areas, and provides a connection to the Future Great Miami River Trail.
- Focus Area ‘4’, in the northeast corner of the park, provides a minor vehicular entry with trailhead, kiosk sign, and bathroom/shelter building. The Great Miami River Trail enters the site from the north, and will be routed through this area.

1.2

Historical Context

1.2.1 Surveys and Settlement

From the original Indigenous inhabitation to the first surveys and divisions of the land 'Between the Miamis', the area where Fairfield is now located has always been full of natural resources. Fertile land adjacent to meandering rivers, as well as valuable resources hidden underneath the surface provided ample reason for various groups to settle and expand in these areas.

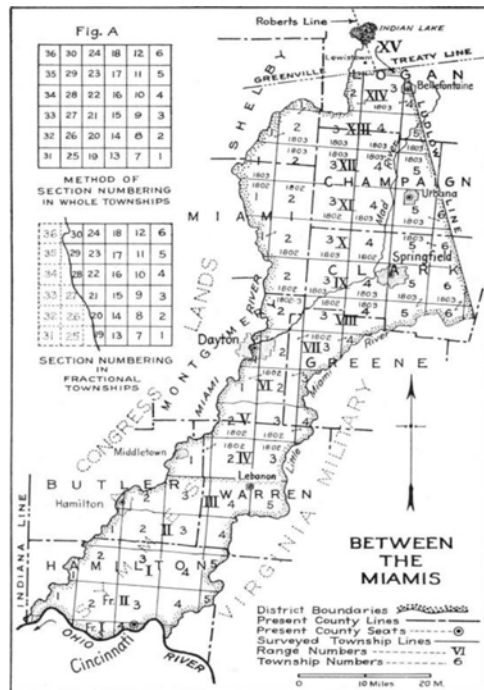


Figure 1.3 | Survey delineation from early 1800s

A unique feature of surveying history divided up the land between the Miami Rivers, also part of the 'Symmes Purchase'

Source: map.netronline.com/plss/between-the-miami-rivers; retrieved 10/31/2024

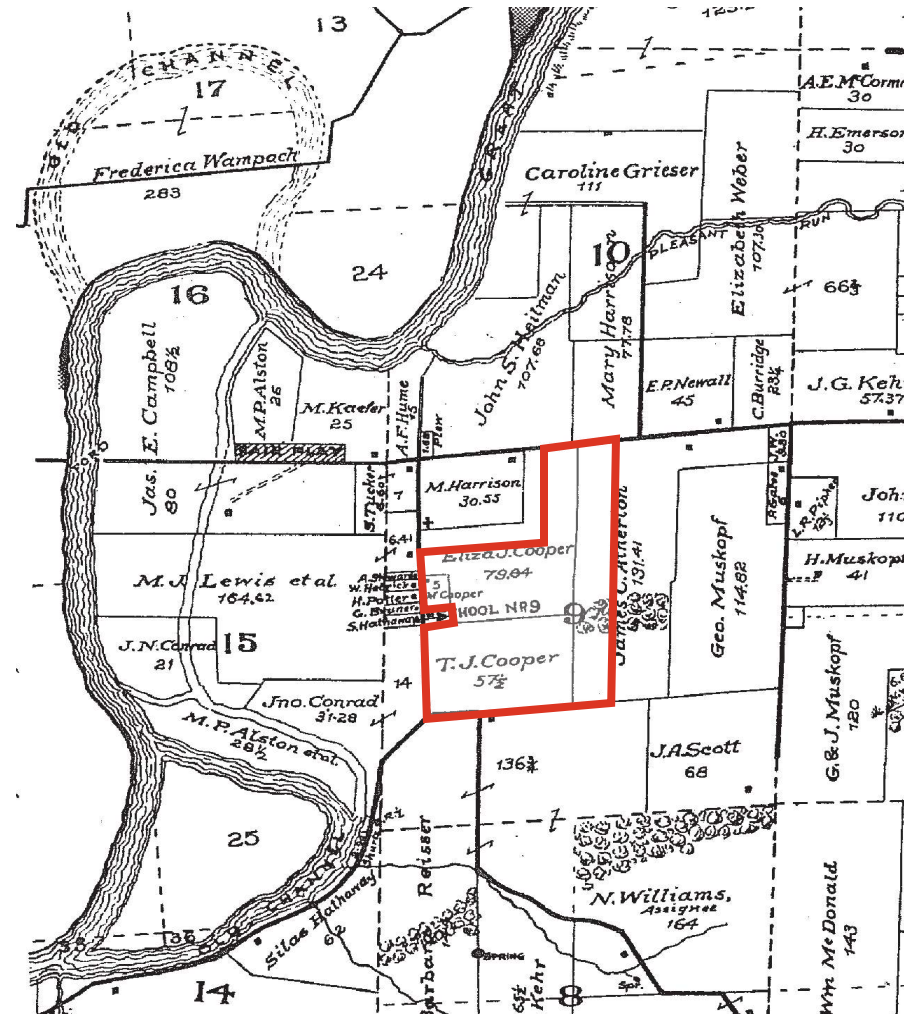


Figure 1.4 | Survey with property ownership circa 1875

Parcels changed hands and shifted between family members; schoolhouse shown west of current Park Area (highlighted in red).

Source: Ohio History Connection - Historic Atlases; "Rerick Brothers - The County of Butler, Ohio 1895"; excerpt from page 6.

Figure 1.5 | 1973 Historical Imagery (digitally colorized)

This image demonstrates active use of the site as a quarry. Parts of the park have standing water (east side and portions of the southwest), and some parts of the site are actively used for excavation and separation of materials based on size and quality. This image, provided by City of Fairfield, has been digitally enhanced for contrast.



1.3

Park Property Development

1.3.1 Mills and Materials

Just west of Marsh Park, inside the curve of the Great Miami River, more than one mill served the area until the 1870s, including a paper mill and a grist mill.

In this same location, over time, parcels were purchased by various materials and mining companies, eventually becoming Martin Marietta. As these areas, including the current park property, reached the end of their useful life for extraction of materials, the parcels were transitioned back to city ownership.

1.3.2 Chronological Order of Marsh Park Development

Following private ownership, the property the Marsh Park is located on was used as a quarry for mineral extraction.

See appendix for a complete timeline.

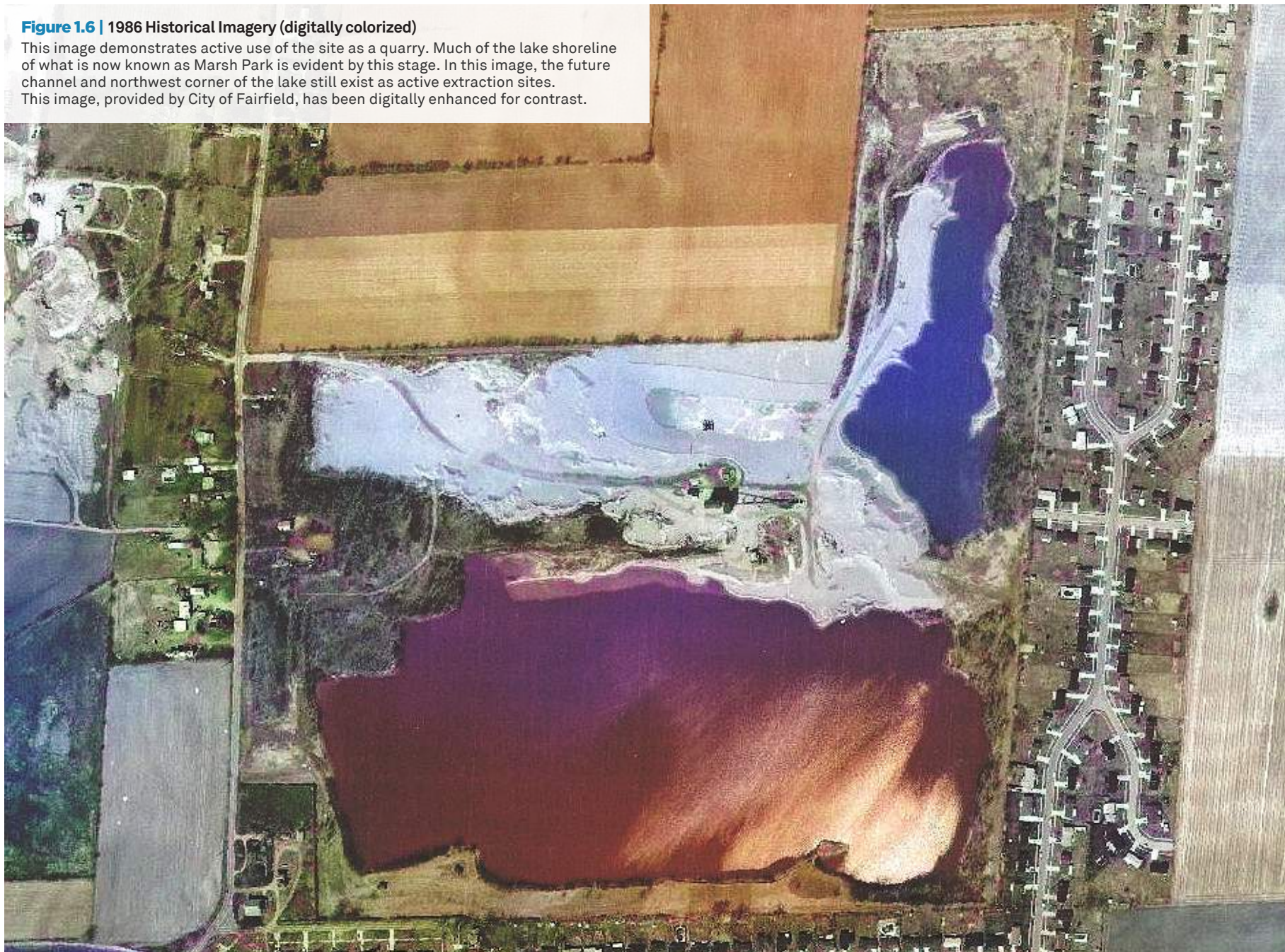
- 1956 - Dravo Corporation agreed to deed to City entire mining site at end of operation for recreational purposes.
- 1978 - 17.814 acres leased to City for recreational purposes with restrictions.
- 1989 - Indiana University Leisure Research Institute's Needs Assessment Study recommended that steps be taken to open/operate the site.
- 1993 - Park size increased to 28.9 acres.
- 1995 - Dravo Basic Materials Company sold to Martin Marietta Aggregates.



- 1995 - Parks and Recreation Board petitioned to rename the facility Thomas O. Marsh Park.
- 1996 - Parks and Recreation Board's Concessions/Catering Contractor agrees to operate pay lake under current contract.
- April 1, 1996 - Marsh Park opens to the public.
- May 4, 1996 - Grand Opening Ceremonies conducted.
- 1996-2000 - Marsh Park improvements include accessible fishing pier and ramping system.
- 1997 - Parks and Recreation Board direct staff to pursue NatureWorks funding for park improvements.
- 2015 - City notified by Martin-Marietta of its intent to cease mining operations and convey property to City by late 2015 or mid-2016.
- 2017 - Martin-Marietta conveys property to City in accordance to the 1956 agreement.

Figure 1.6 | 1986 Historical Imagery (digitally colorized)

This image demonstrates active use of the site as a quarry. Much of the lake shoreline of what is now known as Marsh Park is evident by this stage. In this image, the future channel and northwest corner of the lake still exist as active extraction sites. This image, provided by City of Fairfield, has been digitally enhanced for contrast.



1.4

Ecological Context

1.4.1 Fences and Fishing

Prior to development, the area surrounding Marsh Park sat at an intersection of three forest types. This considerable overlap in plant species was impacted by the topography, existing fertile soils, and volatility of an adjacent river.

With removal of materials during the Dravo and Martin Marietta period, large water bodies were introduced into an edge system with mostly new tree growth. There is a blend of new growth and mature trees surrounding the park. Many opportunistic species such as birch, cottonwood, and sycamore have sprung up and thrived on the wet edges, and still more trees have found purchase in spoils areas and the less disturbed edges surrounding the lake.

Unique ecosystems present despite and, in some cases, because of disruptions are a testament to nature's resiliency, and provide an abundance of opportunities for future users of the park.



Figure 1.7 | Wildlife in lake

Beaver habitat was observed in the central channel of Marsh Park Lake.

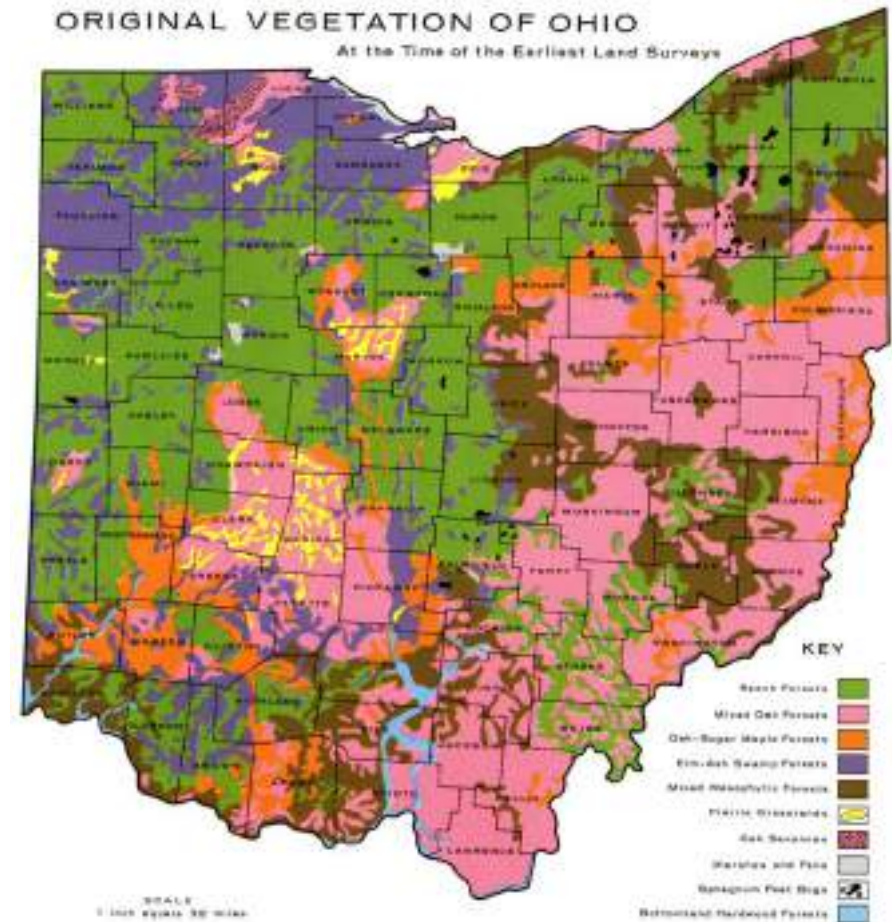


Figure 1.8 | Original Vegetation of Ohio from the earliest land surveys

Fairfield sits at an intersection of three forest types. The map above, compiled from notes taken by early surveyors, shows a mix of Oak-Sugar Maple Forests, Beech Forests, and Mesophytic Forests in the area of Marsh Park.

Source: library.osu.edu/buildingohio/actual-exhibition-page; retrieved 10/31/2024

1.4.2 Rehabilitation and Recreation

The land surrounding the lake has several existing trails, including both paved and primitive, which allow users to access further reaches of the lake and appreciate the natural features. Park staff have been maintaining the park for casual users, including trail clean-up, trash cans, and portable toilets in key locations.



Figure 1.9 | Trails and existing recreation
Dirt paths and simple amenities (litter receptacles and portable toilets) allow users access by foot to natural

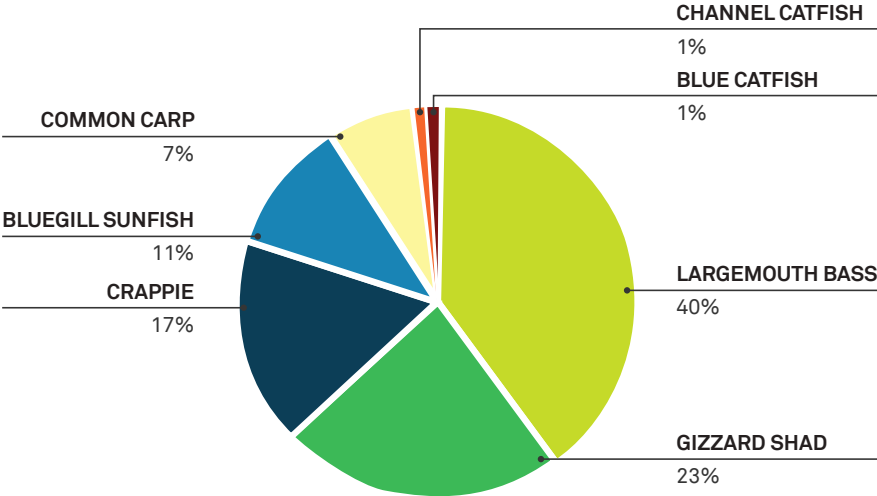


Figure 1.10 | Electrofishing Survey Results
The City of Fairfield has stocked the lake for recreational fishing; the above chart shows a survey of the existing population. While not the only species of wildlife present within the park, the city's intentional introduction of a broad selection of fish species, including feeder fish, is a vital part of naturalization and maintenance of ecological balance. Low-lying areas and edge features throughout the park provide additional opportunities for reintroduction of native flora and fauna, and conditions for sensitive species to thrive in the margins.
Source: Provided by City of Fairfield; fish survey conducted by Jones Lake Management in June, 2024.

1.5

Background

1.5.1 Site visits and coordination

The project team conducted a tour of the park as well as follow up visits to collect information and ideas. The project team also coordinated with city staff on a bi-weekly basis, and the steering committee on a monthly basis. These discussions formed the basis of the project team's understanding of the park and of the city's efforts to improve Marsh Park.

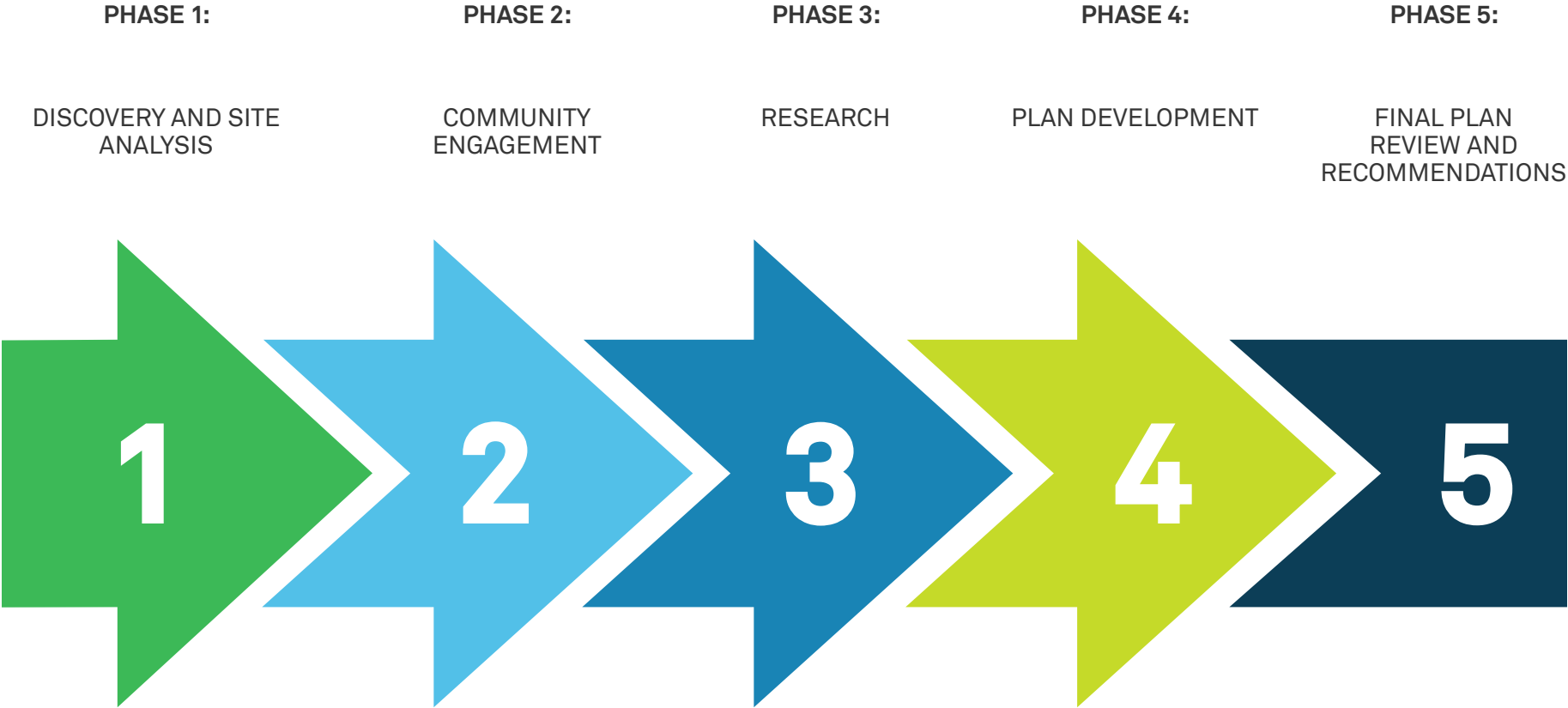
1.5.2 Community engagement

Community engagement open houses were hosted to help the project team understand the community's ideas and desires. There was a large turnout to these events where community members provided feedback regarding programming and initial concepts, and identified areas of interest.





Process





The vision for Marsh Park is to create a premier **recreational** destination that provides the **community** with a meaningful **connection** to a unique natural **environment**.

1. Enhance the **environment** as a natural destination.
2. Promote **connection** between users and the park.
3. Support **community** through events and programming.
4. Encourage **recreation** with thoughtful improvements.



1.9

Planning Recommendations

1.9.1 Enhance the environment as a natural destination by:

- Minimizing disruption to critical habitat for existing flora and fauna within the park.
- Creating a strong tree canopy within the park to increase habitat and encourage park use.
- Maintaining vegetation to preserve views adjacent to built elements.
- Providing drives and shared-use paths that avoid environmentally sensitive areas.
- Designing and engineering any required stormwater drainage elements as environmental features.
- Adjusting the flood plain to reduce risks for constructed elements.



1.9.2 Promote connection between users and the park through:

- Providing signage and gateway features consistent with city standards to identify entries.
- Providing directional signs at key intersections along all trails.
- Locating amenities such as bike racks and benches to attract and provide comfort for cyclists and pedestrians.
- Routing the Great Miami River Trail through Marsh Park.
- Providing user-friendly signage and wayfinding.
- Conforming with AASHTO (American Association of State Highway and Transportation Officials) trail design standards.
- Providing emergency access to all key built elements.



1.9.3 Support community through events and programming by:

- Providing recreational and event spaces that the community can use for various types of events and activities.
- Encouraging regular park visits with space for amenities, services, and entertainment in dedicated locations.
- Planning for annual event programming such as movie nights, live music, fitness events, and other activities, within the park.
- Creating a variety of elements that will generate park attendance and use.
- Creating additional access points and dedicated areas for fishing, birding, and other passive recreational activities.

1.9.4 Encourage recreation with thoughtful improvements such as:

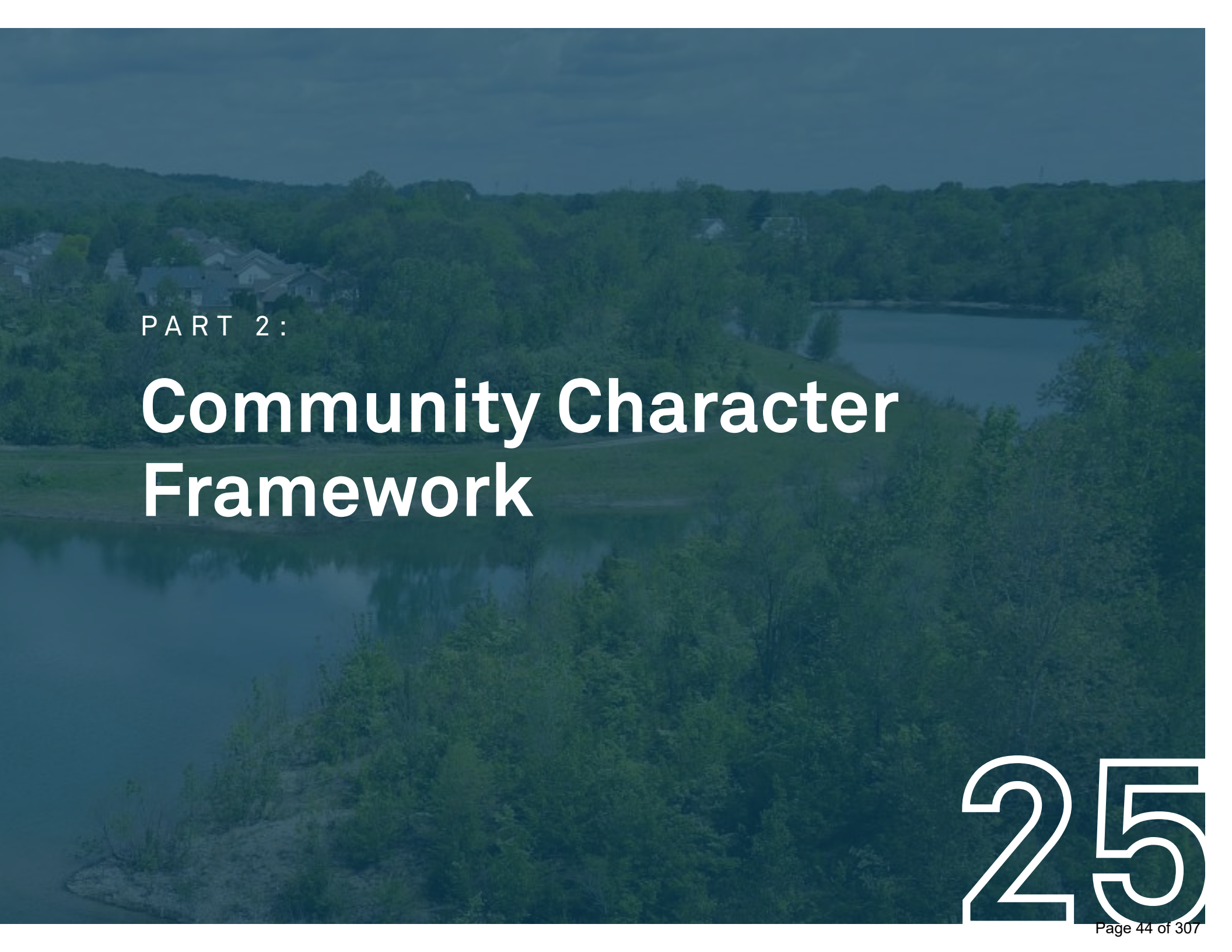
- Increasing use of the lake through the addition of boat launches and access points for paddle craft.
- Promoting park use by supporting users of various levels of experience with fishing, boating, and other activities.
- Creating a memorable destination along the future Great Miami River Trail.
- Providing additional infrastructural amenities such as restrooms, lighting, parking, and other elements.
- Locating intermittent benches and viewing areas.
- Designing all key park elements to be accessible in compliance with the ADA (Americans with Disabilities Act).





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PART 2:

Community Character Framework

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2.1

Community and Site Profile

Fairfield, situated in southern Butler County, covers an area of approximately 21 square miles. The community is renowned for its extensive park and open space areas, providing ample recreational opportunities for residents. With a total of 705 acres, these spaces offer a diverse range of facilities and amenities for visitors of all ages and interests.

MARSH PARK STATISTICS

The park is a popular recreational area. In fact, it's the perfect spot for outdoor enthusiasts to explore, unwind, and reconnect with nature. Additionally, the location is conveniently located for nearby residents to appreciate the lake setting and recreation opportunities.

147

ACRES AND THE SECOND
LARGEST PARK IN FAIRFIELD

975

PEOPLE LIVE WITHIN A
10-MINUTE WALK

FAIRFIELD STATISTICS

Fairfield is a vibrant city with over 44,000 residents. The city boasts an impressive total of 27 parks and green spaces, each dedicated to the public's use. This extensive network is a testament to Fairfield's commitment to promoting active lifestyles and preserving natural beauty.

28

PARKS / GREEN SPACES

44%

OF RESIDENTS LIVE WITHIN A
10-MINUTE WALK OF A PARK

5%

OF LAND IS DEDICATED TO
PARKS AND RECREATION USES

2.2

Fairfield Demographics

44,465

POPULATION



38.9
MEDIAN AGE

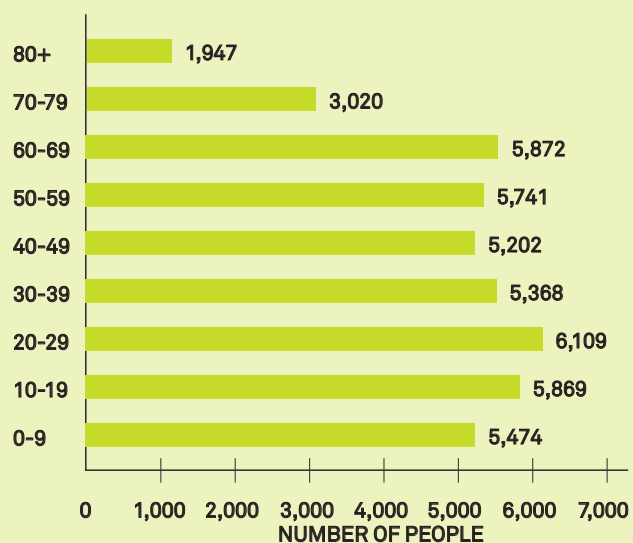


20.92
SQUARE MILES



5,000
NEW RESIDENTS IN THE PAST 30 YEARS

RESIDENTS AGE



CONNECTIVITY



93 Miles

Great Miami Trail Once Completed



4.4 Miles

Distance to Nearest Transit Stop
from Marsh Park (BCRTA)



28%

Or just over 6,300 people have less
than a 15-Minute commute to work





Existing Community Recommendations

2.3.1 Fairfield Connects 2020

Fairfield Connects provided recommendations to improve connectivity for bicyclist and pedestrians, and to ensure safer routes and crossings.

Its goals are to connect residents to parks, town center, existing trails, neighborhoods, major destinations while improving public health.

Additionally, the Great Miami Trail will route through Marsh Park, connecting it with Waterworks Park to the north and Furfield Dog Park to the south, filling a gap in this key regional trail.



2.3.2 Fairfield Forward 2019

STRATEGY	GOAL	RECOMMENDATION
TRANSPORTATION	T2	Attain greater pedestrian and bicycle mobility for day-to-day and commuter use activity.
TRANSPORTATION	T3	Increase roadway efficiency.
TRANSPORTATION	T4	Provide for safe non-motorized routes to schools and other activity centers
TRANSPORTATION	T5	Develop a favorable environment for greater connectivity to public transit systems that provide transit options to all populations
PARKS AND OPEN SPACE	PRO 1	Provide a variety of community open spaces, parks, and recreational opportunities for programming, including active and passive recreation for all ages and abilities
PARKS AND OPEN SPACE	PRO 2	Protect existing natural areas, environmentally sensitive lands, and watersheds

Figure 2.1 | Strategies, Goals, and Recommendations from Fairfield Forward 2019
This plan relies on previous planning momentum to guide park development and programmatic elements for all to enjoy. Fairfield Forward provides a critical, strategic framework for growth and community resources to ensure a high quality of life can be sustained for years to come. Source: City of Fairfield; 'Fairfield Forward 2019' Plan.



2.4

Community Connectivity and Open Space Map

CONNECTIVITY

- Great Miami River Trail
- Existing Sidewalk
- Existing Trail
- - - Proposed Shared Use Path
- - - Proposed Shared Lane
- - - Proposed Walking Path

PLACES OF INTEREST

- ① Furfield Dog Park
- ② Village Green Park
- ③ YMCA
- ④ Mercy Hospital
- ⑤ Jungle Jim's
- ⑥ West Elementary School
- ⑦ South Elementary School
- ⑧ Fairfield Lane Library



Figure 2.2 | Community Connectivity and Open Space

This plan relates to connectivity and access; shown above are proposed and existing bicycle and pedestrian routes, as well as places of interest and neighborhoods surrounding the community.



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PART 3:

Community Engagement Summary

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3.1

Community Outreach Event

3.1.1 Location and format

The park planning team organized a community outreach event on Tuesday, June 18th, 2024, at Marsh Park. The event was advertised through the City of Fairfield's website, social media, and with print materials displayed at city facilities.

During the event, participants were guided through several stations, at their own pace, to gather feedback. Team members encouraged participants to:

- Provide comments on the current conditions of the park.
- Indicate community needs for programs and facilities.
- Allocate money to competing priorities.
- Specify preferred enhancement and conservation goals.

More than 70 community members participated during the 3-hour time frame. Participants met with the Marsh Park Master Plan team, which included Parks and Recreation staff and the design team, providing valuable feedback regarding programming and enhancement of the site.



3.1.2 Where do you live in Fairfield?

Participants from a broad area attended the meeting, with attendance especially high among community members located directly around the park.

- 34% were within a 1/2 mile radius of the park.
- 46% were within a 1 mile radius of the park.
- 92% were placed within the limits of the city.

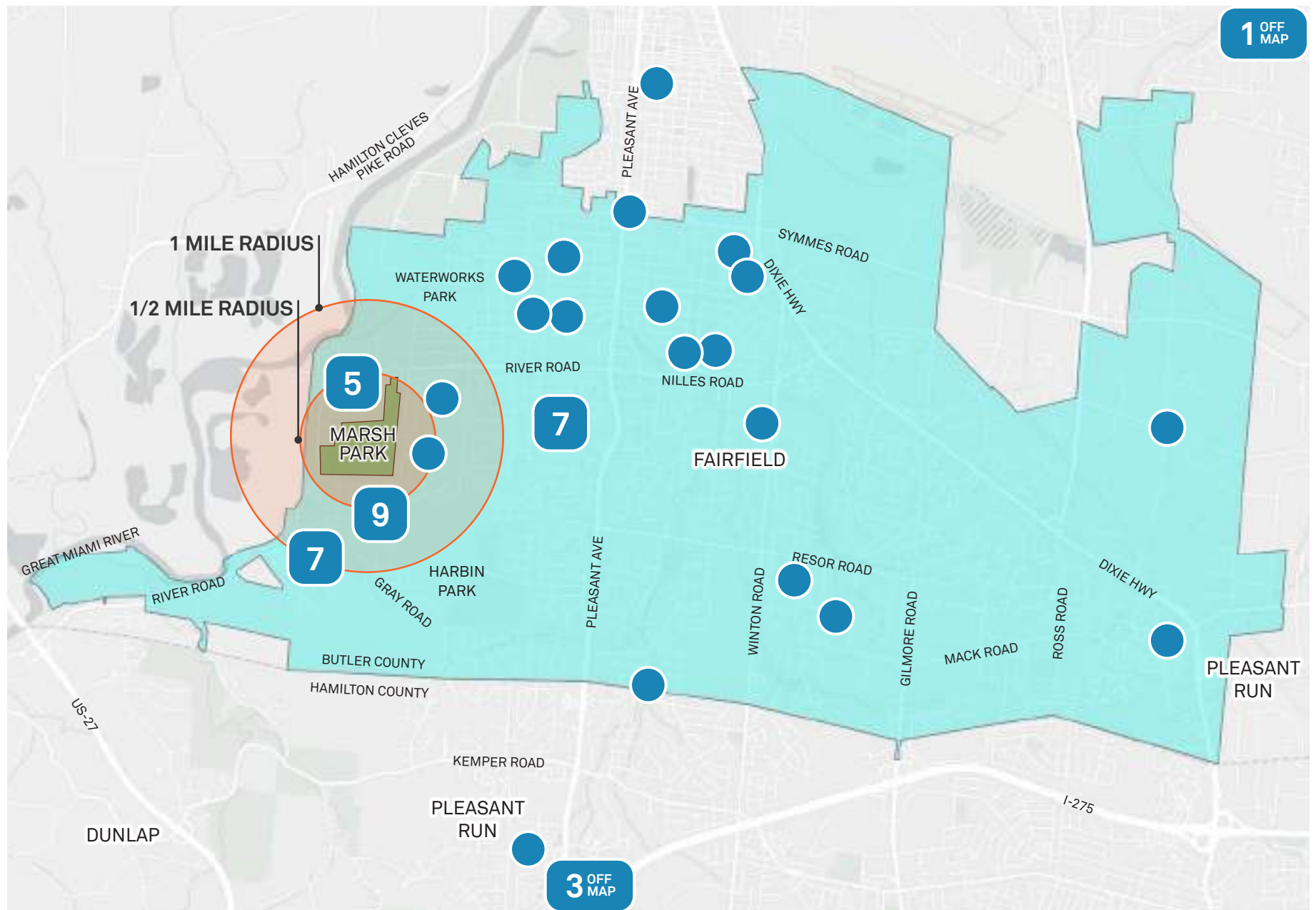


Figure 3.1 | Engagement results - Where do you live in Fairfield?

Dots represent individuals or groups attending the public engagement event that took place on June 18, 2024.

3.1.3 Where do you want to go in the park?

Most households participated by using a pen or marker to draw their desired route(s) through the park. An additional map was provided for users to draw their route and means of transportation to the park..

Users drew lines across multiple surfaces (paved paths, woods, and water), signifying locations and views they wanted to enjoy within the park..

ROUTING

Those participating in the engagement event generally came to the parking area from the north (along River Road) or south (along Gray Road), while many users came from the surrounding neighborhoods.

- Most users expressed interest in walking or biking routes along and around the lake.
- Many users would like to fully access the lake via kayak or other watercraft.
- Some users connected land routes across the lake.
- Some users drew their preferred fishing and natural areas.

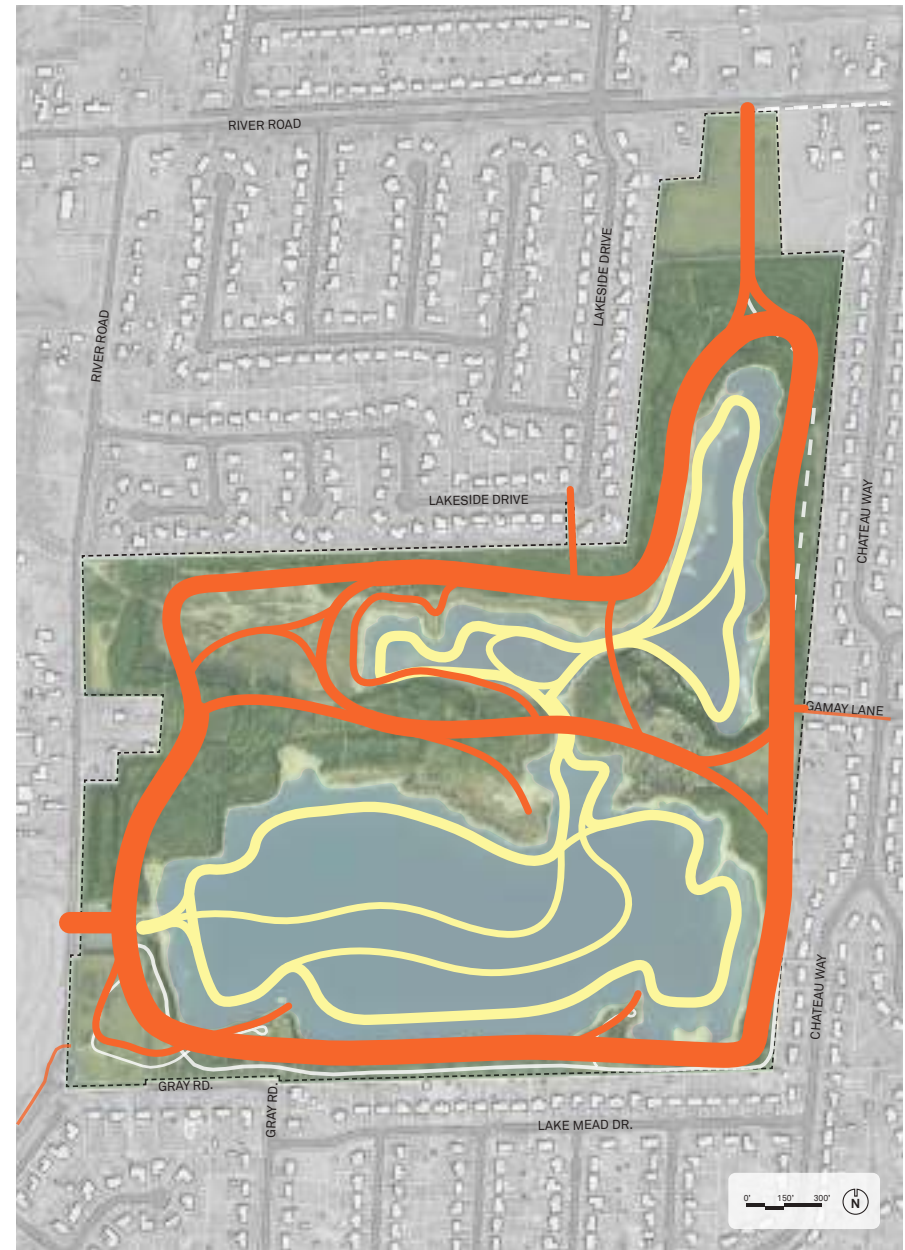


Figure 3.2 | Engagement results - Where do you want to go in the park?

Desired routes through the park shown both on land (orange) and water (yellow); thicker lines represent more interest. Some users included routes to adjacent neighborhoods.

3.1.4 What elements do you want to see in the park?

Elements listed earned between 17 and 64 dots, with additional dots being used to leave notes voicing interest in additional and alternate elements.

SENTIMENT

Elements receiving the most engagement included:

- Overlook/Seating & Benches.
- Play Structure/Nature-Based Play.
- Cafe/Brewery.
- Fitness Equipment.

Additional comments included requests for elements such as natural paths and improved access for watercraft throughout the lake.



3.1.5 What organized events do you want to see in the park?

Individual events listed earned between 19 and 45 dots. Some users voiced interest in alternative events.



SENTIMENT

Events receiving the most positive engagement included:

- Nature/Educational Events.
- Group Pop-Up Events.
- Festivals.
- Small Concerts & Other Performing Arts Activities.
- Group Fitness Activities.

Additional comments included requests for allowance of alcohol consumption and preservation of natural areas.



Figure 3.3 | Engagement event photo

Sample wayfinding and a guided tour with questions along the way allowed participants to give additional feedback.

3.1.6 What items should receive the most money?

Elements listed earned between 4 and 44 dots, with some users leaving additional comments.

SENTIMENT

Elements receiving the most positive engagement included:

- Paths, Seating, & Overlook.
- Nature/Play Areas.
- Cafes, Dining, & Bathrooms.
- Dock/Pier Improvements.
- Kayak/Canoe Launch.
- Green Spaces/Quiet Retreat.
- Taproom/Brewery.
- Art Features.

Some users intentionally added red dots to these boards, but this didn't detract significantly from the overall intent.

Users also recommended alternatives or clarification, such as notes clarifying 'bathrooms only'.



3.1.7 Layout 'A' - What Do You Want to See?

37 total comments were left on layout boards. Comments covered a mix of topics, including environmental concerns, and comments regarding programming and amenities.

SENTIMENT

Most comments related to existing ecological and natural features surrounding the lake, the accessibility of the lake shore, and specific amenities. Comments, labeled in the figure to the right, include:

- A - 'Parking area with trailer parking'.
- B - 'Lakeside bar with dock'.
- C - 'Unique Ecosystem' (written in 2 locations).
- D - 'Full 5k loop trail - paved'.
- E - 'Bike racks, no cafe or restaurant, walking path around entire lake'. Add more fishing access'.
- F - 'Spawning Areas' (written in 3 locations).
'Dig out deeper' included in one note.
- G - 'Huge beaver den where you want to put the bridge - do not destroy!'.
- H - 'Family-friendly fishing areas with sandy beach and port-a-potties'.



Figure 3.4 | Engagement results - Layout 'A' - What do you want to see?

Comments placed on conceptual layout represent interest in lake and trail access, as well as taking advantage of natural features.

3.1.8 Layout 'B' - What do you want to see?

37 total comments were left on layout boards, which covered a mix of topics, including environmental concerns and comments about programming.

SENTIMENT

Most comments related to existing ecological and natural features surrounding the lake, the accessibility of the lakeshore, and specific amenities. Comments, labeled in the figure to the right, include:

- A - 'Kayak and/or trailer parking area across here'.
- B - 'Kayak storage locker with yearly fee'.
- C - 'Residential shared kayak storage locker, not for rental or public'.
- D - 'Playground native playscape in the open space'.
- E - 'Kayak launch only, like Winton Woods'.
- F - 'Path all around lake; that's easy'.
- G - 'Enhance actual lake; stock with more fish'.
- H - (Comments not referencing specific locations):
'More than one boat launch or increase size of the current one'.
'Park is big enough for some commercial aspect - think Kreimers or Snow Lake'.
'Leave rockwalls, frisbee golf, and picnics at other parks, keep as a special fishing park'.
'More parking; summer concerts; pay for fishing; restrooms; picnic areas; garbage cans'.
- See additional comments on figure to right.



Figure 3.5 | Engagement results - Layout 'B' - What do you want to see?

Comments placed on conceptual layout represent interest in lake and trail access, as well as taking advantage of natural features.

3.2

Public Engagement Survey

3.1.9 Format and participation

The park planning team hosted a public survey that was open from May 27th to June 26th, gathering a total of 838 responses. The survey was advertised via social media, websites, and word of mouth.

During the survey, participants were asked several questions about demographics, access to and use of the park, and potential activities and amenities being considered for use in the master plan.

With an average completion time of 4 minutes and a 77% average completion rate, the goal of the survey was to gather information concisely.



3.1.10 Have you been to Marsh Park?

88% of respondents have been to Marsh Park; most answers to this survey will be informed at least in part by users' personal experiences with the park.

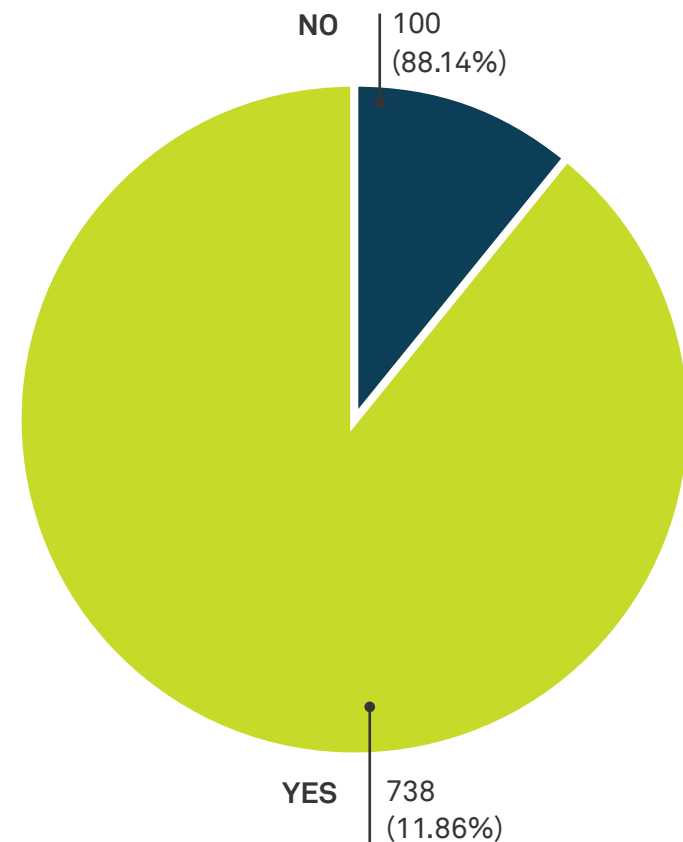


Figure 3.6 | Survey results - Have you been to Marsh Park?

Responses: 838

3.2.1 Which neighborhood/area of Fairfield do you live in?

Responses to this question included a mix of neighborhoods, areas, and street names. The most common responses included neighborhoods and street names either directly connected to the park via River Road and Gray Road, or neighborhoods within 1 mile of the park.



Figure 3.7 | Survey results - Which neighborhood/area of Fairfield do you live in?

Responses: 656

3.2.2 What activities have you done in Marsh Park?

While passive uses represent the most significant responses, no fewer than 100 respondents each selected 'Fitness Trail', 'Paddle Sports', and 'Cycling'

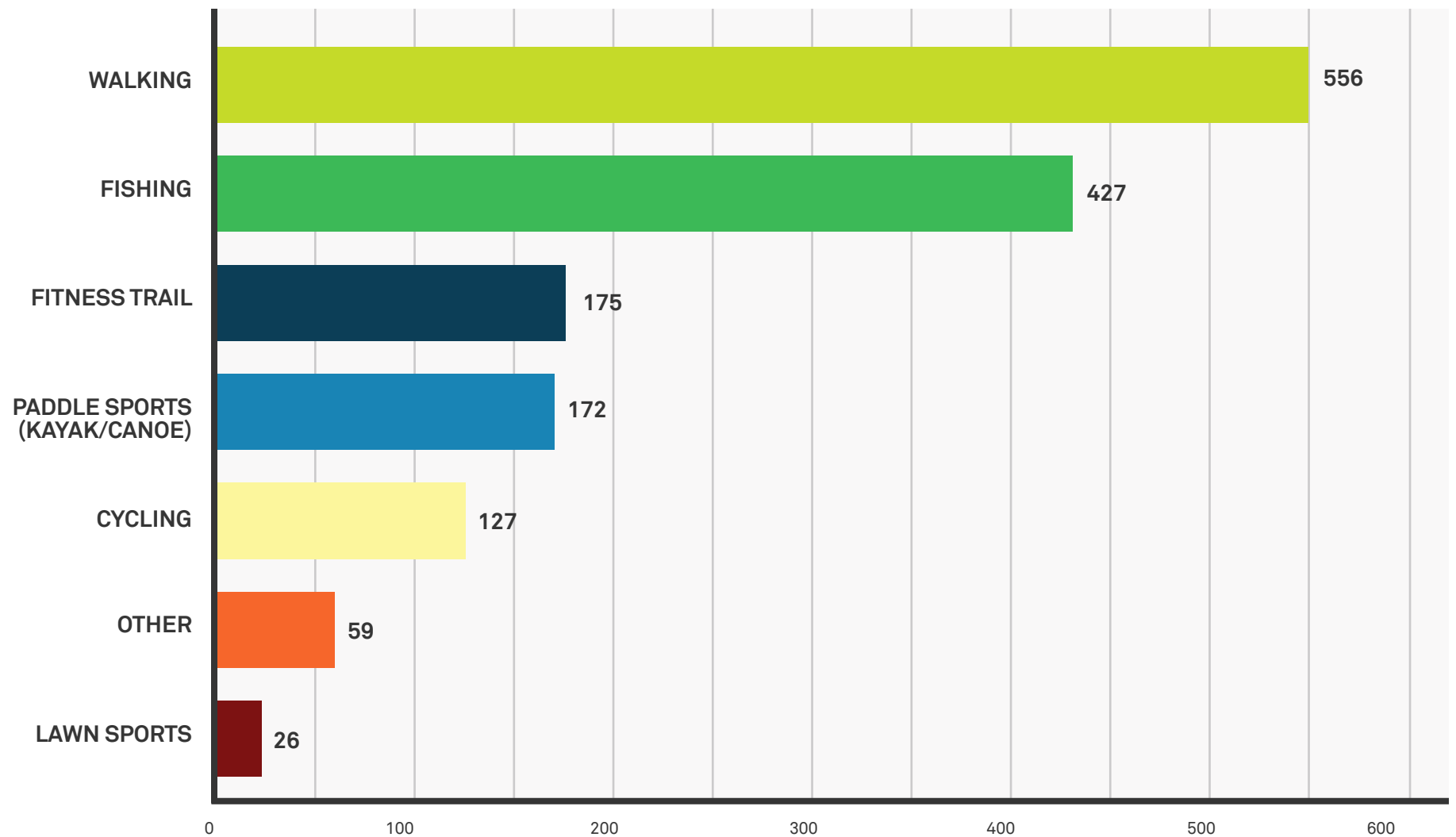


Figure 3.8 | Survey results - What activities have you done in Marsh Park?

Responses: 746

SENTIMENT

Most survey responses indicated support for:

- Activities that may require rental of equipment, such as fishing and water crafts such as canoes and kayaks.
- Activities relying on trails and paths, such as walking, cycling, bird watching, and hiking.
- Activities that are community-oriented, such as live music, playground, outdoor learning, and dining.



3.2.3 Which additional infrastructure elements would you most like to see? (ranked from first to fourth priority)

When ranking potential infrastructure improvements, most users selected ‘water and sewer’ (bathrooms) as their first priority. The options most selected second/third were ‘trail access’ and ‘signage/wayfinding’.

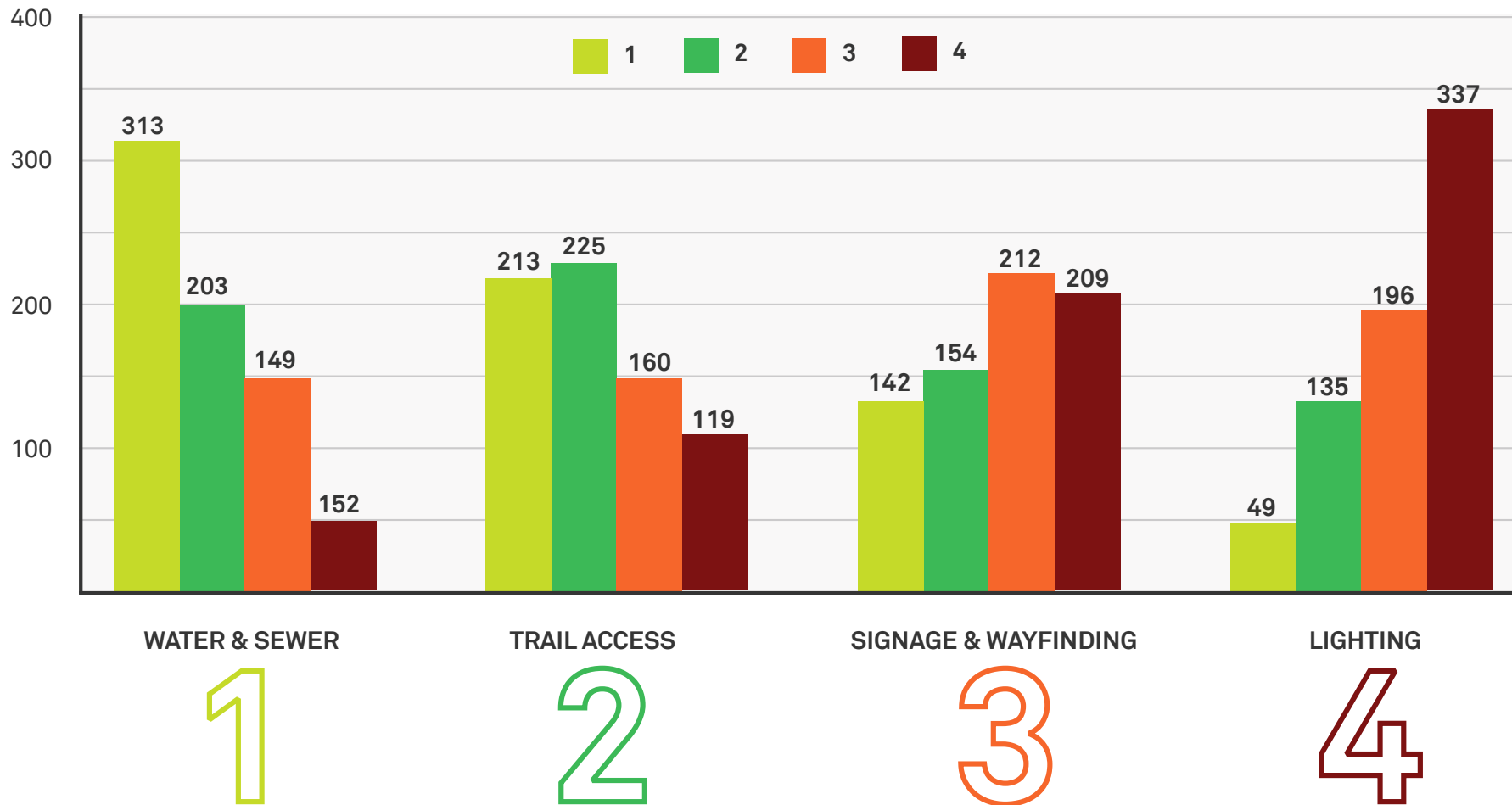


Figure 3.9 | Survey results - Which additional infrastructure elements would you most like to see?

Responses: 717





FAIRFIELD
CITY OF OPPORTUNITY



An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible on a hillside. The sky is overcast and grey.

PART 4:

Plan Development

47

4.1

Connectivity Plan

CONNECTIVITY

- Great Miami River Trail
- Existing Park Access Point
- Proposed Park Access Point
- Existing Sidewalk
- Existing Trail
- Proposed Shared Use Path
- Proposed Shared Road

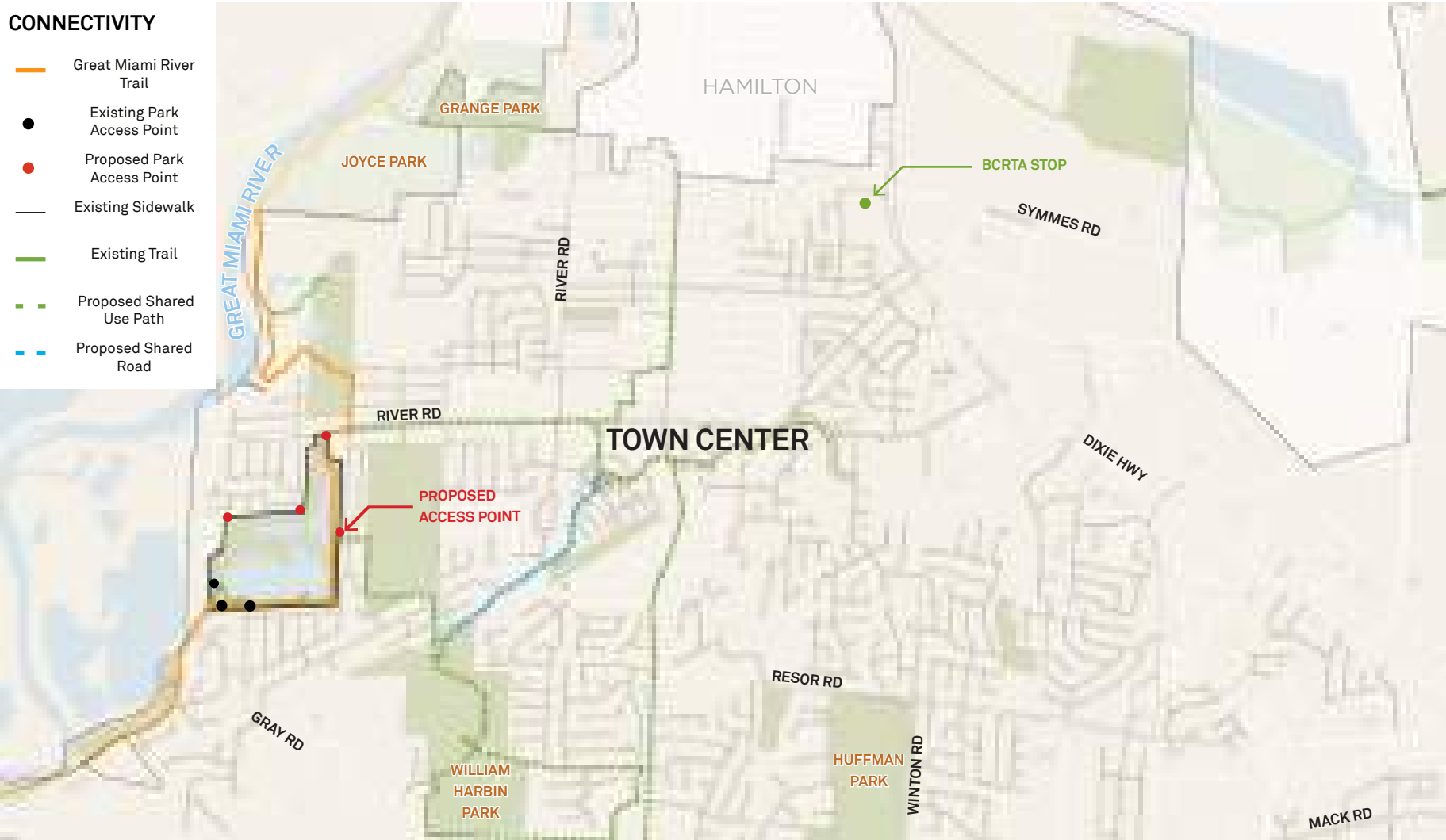


Figure 4.1 | Connectivity Plan

Image shows trails, paths, and sidewalks (existing and proposed) in the areas surrounding Marsh Park.

4.2

Existing Conditions

EXISTING CONDITIONS LEGEND

- 1** GREAT MIAMI RIVER TRAIL
(CONSTRUCTION PLANNED FOR 2027)
- 2** FLOODPLAIN (HATCHED AREA); 100-YEAR
(0.1% ANNUAL CHANCE)
- 3** EXISTING PARKING AREA (40 SPACES) AND BATHHOUSE
- EXISTING PAVED TRAIL
- GREAT MIAMI RIVER TRAIL
(2027)
- EXISTING TREE COVER
- /// 100-YEAR FLOODPLAIN (1% ANNUAL CHANCE)
- /// 500-YEAR FLOODPLAIN (0.2% ANNUAL CHANCE)



Figure 4.2 | Existing Conditions

Image shows existing trails, parking lot, bathhouse, floodplain areas (100-year and 500-year), and tree cover. Proposed alignment for the Great Miami River Trail is also shown; construction is estimated to happen in 2027.

4.3

Existing Floodplain Conditions

NATIONAL FLOOD HAZARD CONDITIONS LEGEND

-  PIN LOCATION FOR REPORT
-  BASE FLOOD ELEVATION (558')
-  CROSS SECTION WITH 1% ANNUAL CHANCE FLOOD (557.3')
-  ZONE 'AE' SPECIAL FLOOD HAZARD AREA
-  0.2% ANNUAL CHANCE FLOOD HAZARD

SPECIAL FLOOD HAZARD AREAS

As shown on the previous page, Marsh Park is almost entirely within Special Flood Hazard Area Zone AE, which is the area within the 1 percent annual chance (100-year) floodplain of the Great Miami River as identified within the current Federal Emergency Management Association (FEMA) flood hazard mapping.

Although the Great Miami River is located 0.75 miles to the west of the park, low ground elevations within the adjacent quarry allow for water from a 1 percent annual chance flood to encompass the entire quarry site and subsequently enter the park through an approximately 500 foot long stretch of low ground along River Road at the park's existing parking lot.



Figure 4.3 | National Flood Hazard Layer FIRMette

Image retrieved from NFHL web services provided by FEMA. This map was exported on 7/17/2024 at 11:09 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. Representation of this map is not meant for regulatory purposes.

FLOODPLAIN IMPACTS ON PARK DEVELOPMENT

Once floodwaters enter the park through the low point adjacent to the existing parking area on River Road, the areas shown on the previous page will be inundated, encompassing significant areas surrounding the lake.

Review of the Ohio Administrative Code (OAC) 1501:22-1-04 Floodplain Management Criteria, the Special Purpose Flood Damage Prevention Regulations for Butler County Ohio, and FEMA's recommendations for construction activities in the floodplain have identified the most stringent of these regulations for the following key items that will impact the planned development of Marsh Park:

- All new and substantial improvements of non-residential structures within Zone AE have the lowest floor, including basement, elevated to 1.5 feet above the base flood elevation, or be designed so that below 1.5 feet above the base flood level the structure is watertight and capable of resisting the effects of buoyance during such a flood.
- Fully enclosed areas below the lowest floor area can be used for vehicular parking, building access, and storage (in an area other than a basement) may be designed to allow flooding to occur and automatically equalize the hydrostatic flood forces through a minimum of two openings located above ground. The openings shall have a total net opening area of not less than 1 square inch per square foot of enclosed area subject to flooding.
- Assure that construction of the structure within the Special Flood Hazard zone does not alter the flood-carrying capacity.
- Parking lots for newly constructed, non-residential buildings shall be elevated to or above the flood elevation (this requirement is specific to Butler County).

For potential improvements to Marsh Park, any building or structure constructed within the mapped floodplain must elevate the first floor above approximate elevation 559.50', with associated parking areas elevated to 558'.

With the lake elevation at roughly 539', any buildings proposed immediately adjacent to the water's edge will require the site to be elevated roughly 15 to 20 feet above existing grade. Required volume of fill material can be reduced if the building is located further away from the water's edge where the existing ground surface is at a higher elevation.

Compliance with existing floodplain requirements will either incur significant costs in earthwork or necessitate that any buildings be located away from the lake itself, which may reduce the visitor experience of the park.

Based on the existing floodplain mapping, areas requiring the least amount of fill are in the southwest, northwest, and northeast corners of the park, being outside the floodplain with ground elevations above 558'.



4.4

Floodplain Modifications

PROPOSED FLOODPLAIN MODIFICATIONS LEGEND

- EXISTING GRADE CONTOURS
- PROPOSED GRADE CONTOURS FOR MODIFICATION
- MODIFIED 100-YEAR FLOOD ELEVATION DELINEATION

FLOODPLAIN MODIFICATION

A potential alternative to elevating the buildings and their associated parking lots out of the floodplain is to identify a means to modify the floodplain within the park area. The southwestern corner, including the existing parking area and bait house, is positioned at the low point where floodwaters enter and exit through a single pathway across River Road, indicating that the park is most likely not in the active flood routing path.

The park becomes inundated with backwater during the 1 percent annual chance flood based on the low ground elevation within this connection across River Road.

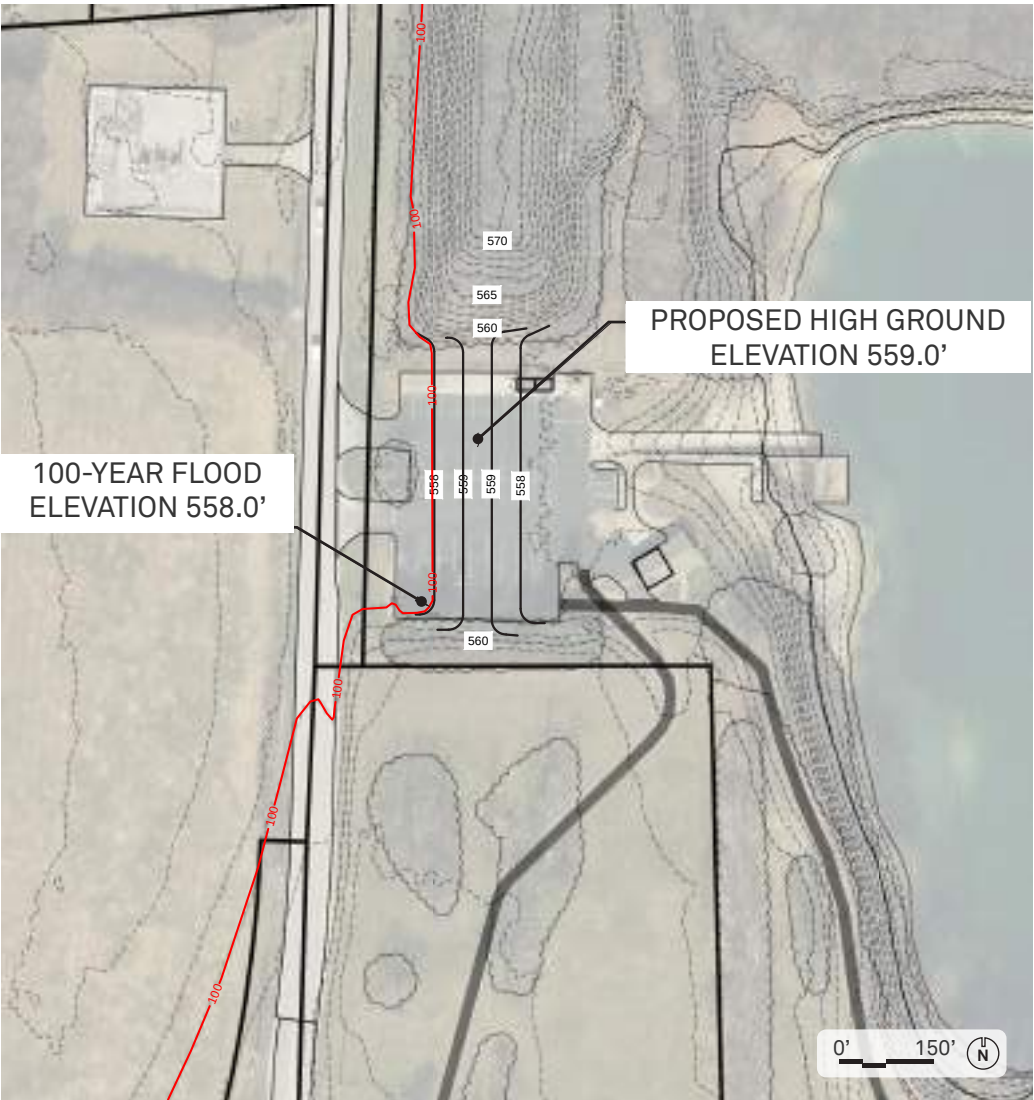


Figure 4.4 | Proposed Floodplain Reduction Plan
 Conceptual grading plan shown for reference; not for regulatory purposes or construction.

ALTERNATIVE CONSTRUCTION OPTION

One key alternative that may alleviate concerns with the floodplain regulations is to prevent floodwaters from entering the park, by construction of an elevated area extending along the east side of River Road. Available topographic information shows this could be a 1-2 foot high berm. This area would account for accessible grades within the parking area, paths, and sidewalks that cross over the berm.

By providing a section of higher ground, the park could potentially be removed from the mapped floodplain through a Conditional Letter Of Map Revision (CLOMR) and/or Letter Of Map Revision (LOMR), as issued by FEMA in coordination with the local floodplain administrator.

With removal of a floodplain designation in the park, buildings and parking lots can be constructed at elevations more representative of the existing site grading, without concern for building elevations relative to flood levels.

Obtaining a CLOMR will require confirmation of the existing topography, design of the berm, and hydraulic modeling of the Great Miami River to demonstrate that removal of the park from the floodplain will not impact flood elevations on adjacent properties. The process takes approximately 6 to 12 months to complete the modeling and approval by the floodplain administrator.

If hydraulic modeling shows that flood elevations along the Great Miami River will be negatively impacted by the removal of the park from the floodplain, then mitigating measures such as compensatory excavation within the floodplain or alternatives that only remove portions of the park from the floodplain must be evaluated and designed before the CLOMR would be approved.

The proposed berm is a floodplain modification that, if permitted, may allow for a revision of the FEMA map in the park area. The FEMA map revision process entails the design of the proposed berm, hydraulic modeling of the proposed conditions and assessment of potential impacts, CLOMR permitting, construction of the floodplain modifications, and LOMR permitting.

The CLOMR must be approved by FEMA before any building permits for proposed structures within the existing floodplain can be obtained.

ESTIMATED TIME FRAME

For planning purposes, estimated time frames for key stages in the development of Marsh Park are listed below.

- Design proposed floodplain modifications (3 months)
- Hydraulic analysis of potential impacts (2 - 3 months)
- CLOMR application and approval (6 - 9 months)
- Construction of floodplain modifications (Design dependent)
- LOMR application and approval (6 - 12 months)



4.5

Major Connections

MAJOR CONNECTIONS LEGEND

- 1A** PRIMARY VEHICULAR ENTRY
- 1B** SECONDARY VEHICULAR AND TRAIL ENTRY
- 1C** TRAIL ENTRY
- 2** PROPOSED BRIDGE FOR TRAIL CONNECTION
- 3** VEHICULAR PARKING AT TRAILHEAD
- 4** NEIGHBORHOOD CONNECTION
- GREAT MIAMI RIVER TRAIL (2027): 1.2 MILES ONE WAY
- - - FUTURE 11' WIDTH TRAIL
- OUTER LOOP: +/- 2.4 MILES
- - - CONNECTOR TRAILS

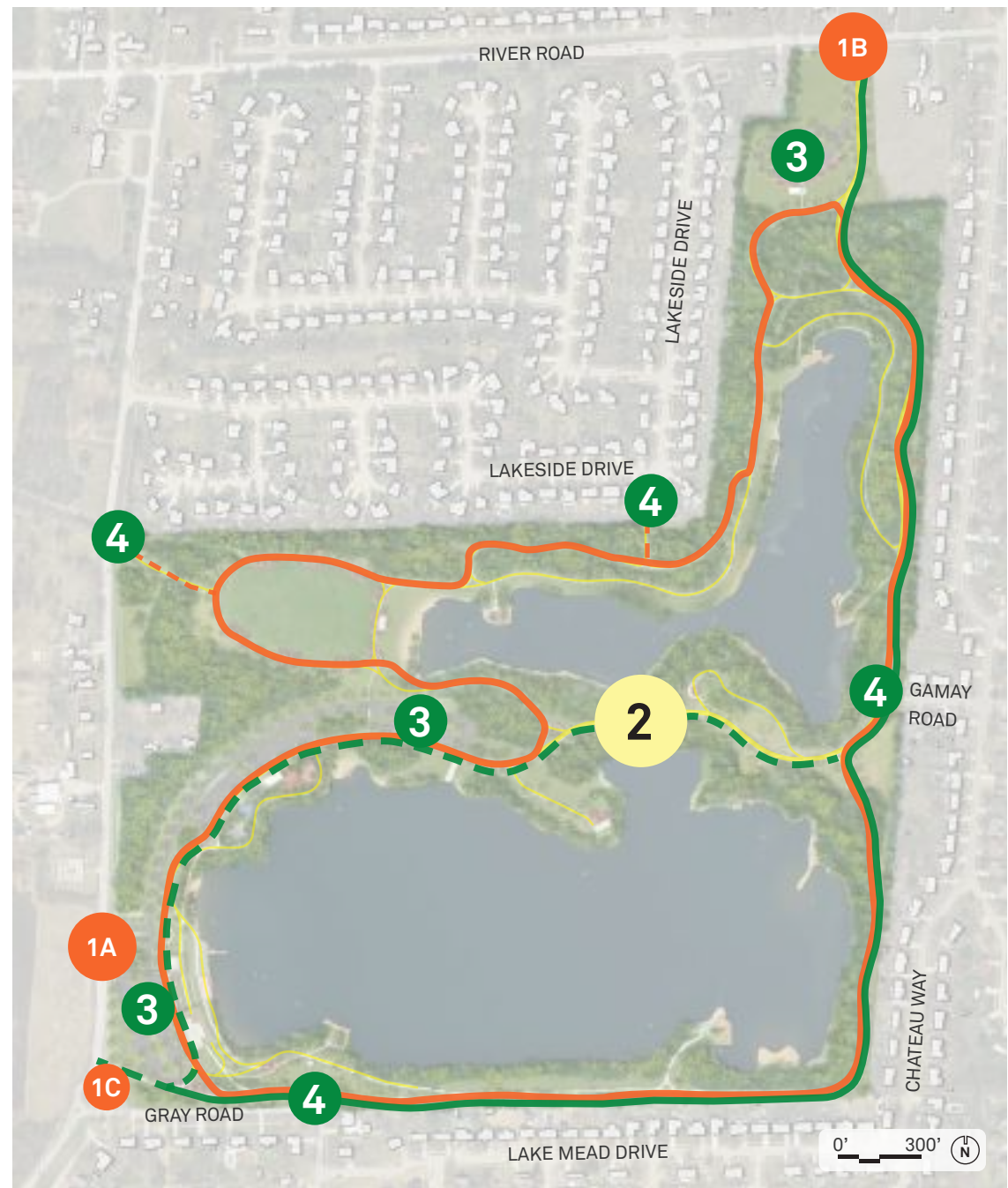


Figure 4.5 | Major Connections

Image shows major connections, including those for vehicular access, bicycle access to and from the Great Miami River Trail, and pedestrian access to adjacent neighborhoods.

4.6

Trail Types and Access

TRAIL TYPES AND ACCESS LEGEND

- 1 VEHICULAR BOAT LAUNCH - WITHIN 200' OF RESTROOM
- 2 ADA ACCESSIBLE BOAT LAUNCH AND FISHING PIER
- 3 SHORE AREA - WATERCRAFT LANDING AREA
- 4 320' BRIDGE SPAN
- 5 200' BOARDWALK SPAN
- RECREATIONAL WATERCRAFT TRAIL LOOP: +/- 2.3 MILES
- GREAT MIAMI RIVER TRAIL - 11' WIDE SHARED-USE PATH: +/- 6,600 LINEAR FEET
- LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT - 11' WIDE: +/- 5,600 LINEAR FEET
- 8' WIDE SHARED-USE PATH: +/- 3,750 LINEAR FEET
- 6' WIDE WALKING TRAIL: +/- 9,000 LINEAR FEET
- 6' WIDE GRAVEL PATH: +/- 2,400 LINEAR FEET

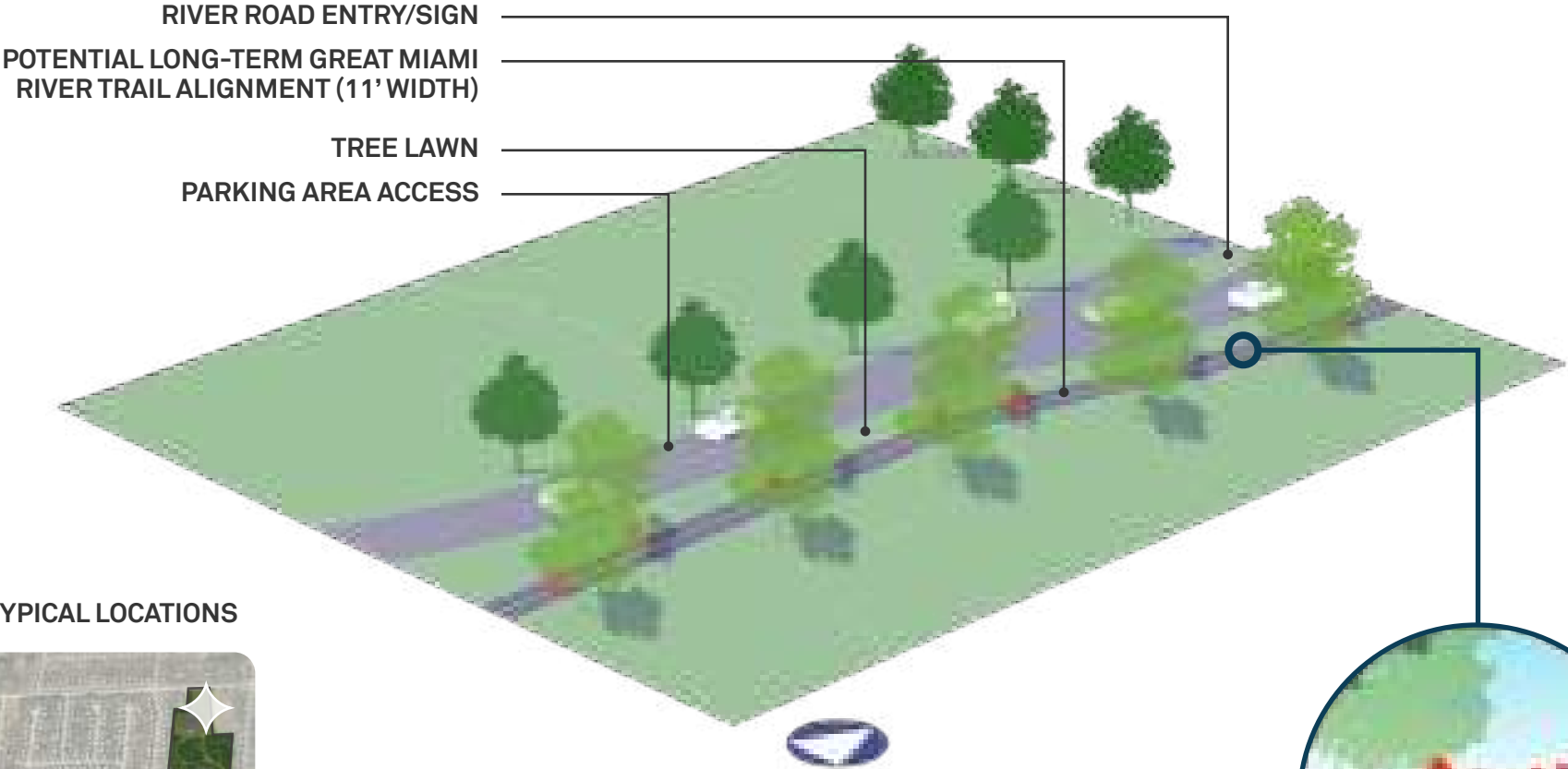


Figure 4.6 | Trail Types and Access Points

Plan shows boat launch areas, bridge, boardwalk, and multiple trail and path types.

4.4

Trail Types - North Entry and Great Miami River Trail



TYPICAL LOCATIONS



11' SHARED-USE PATH

4.4

Trail Types - East Property Line

NEIGHBORING PROPERTIES

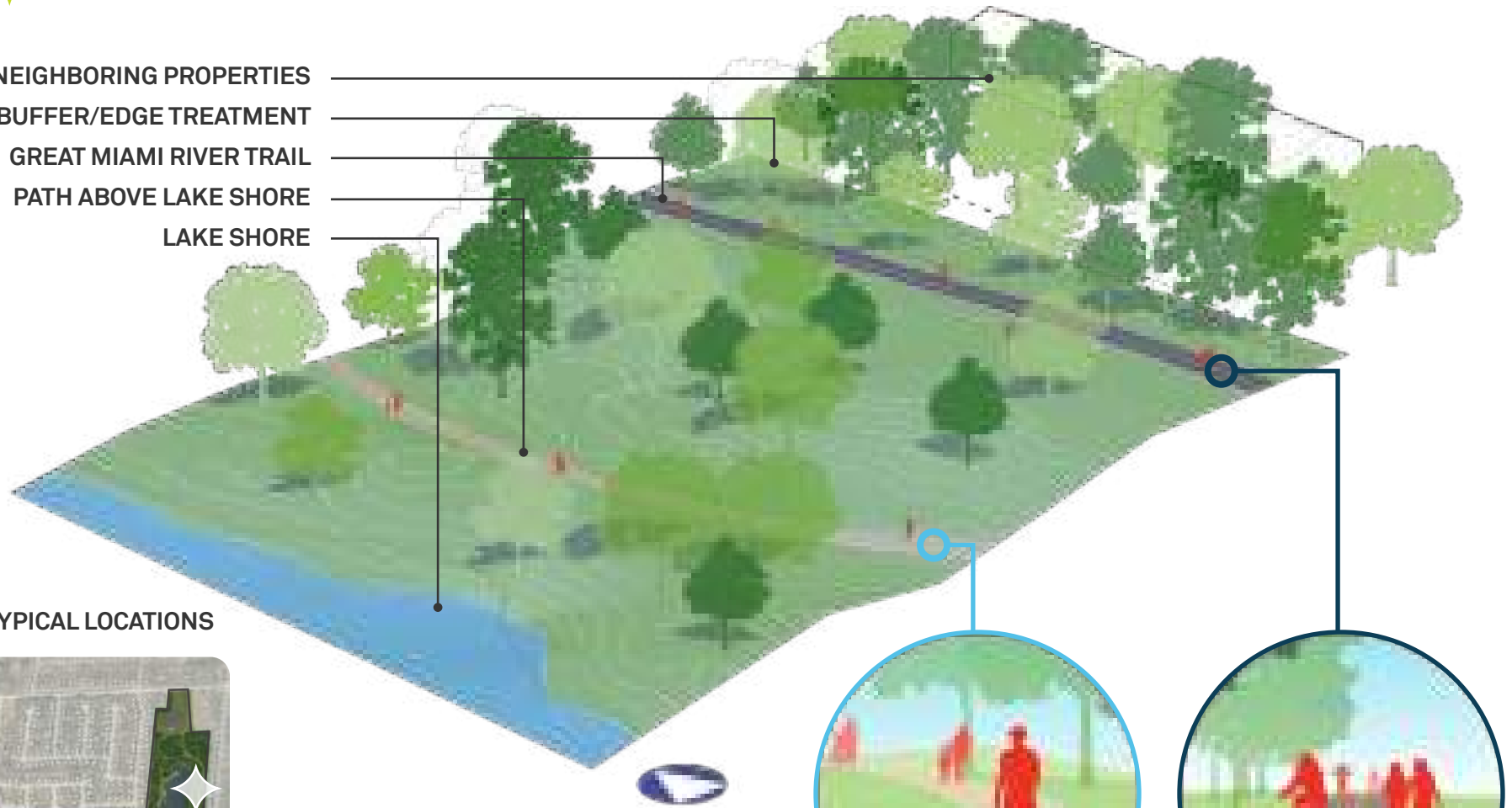
BUFFER/EDGE TREATMENT

GREAT MIAMI RIVER TRAIL

PATH ABOVE LAKE SHORE

LAKE SHORE

TYPICAL LOCATIONS



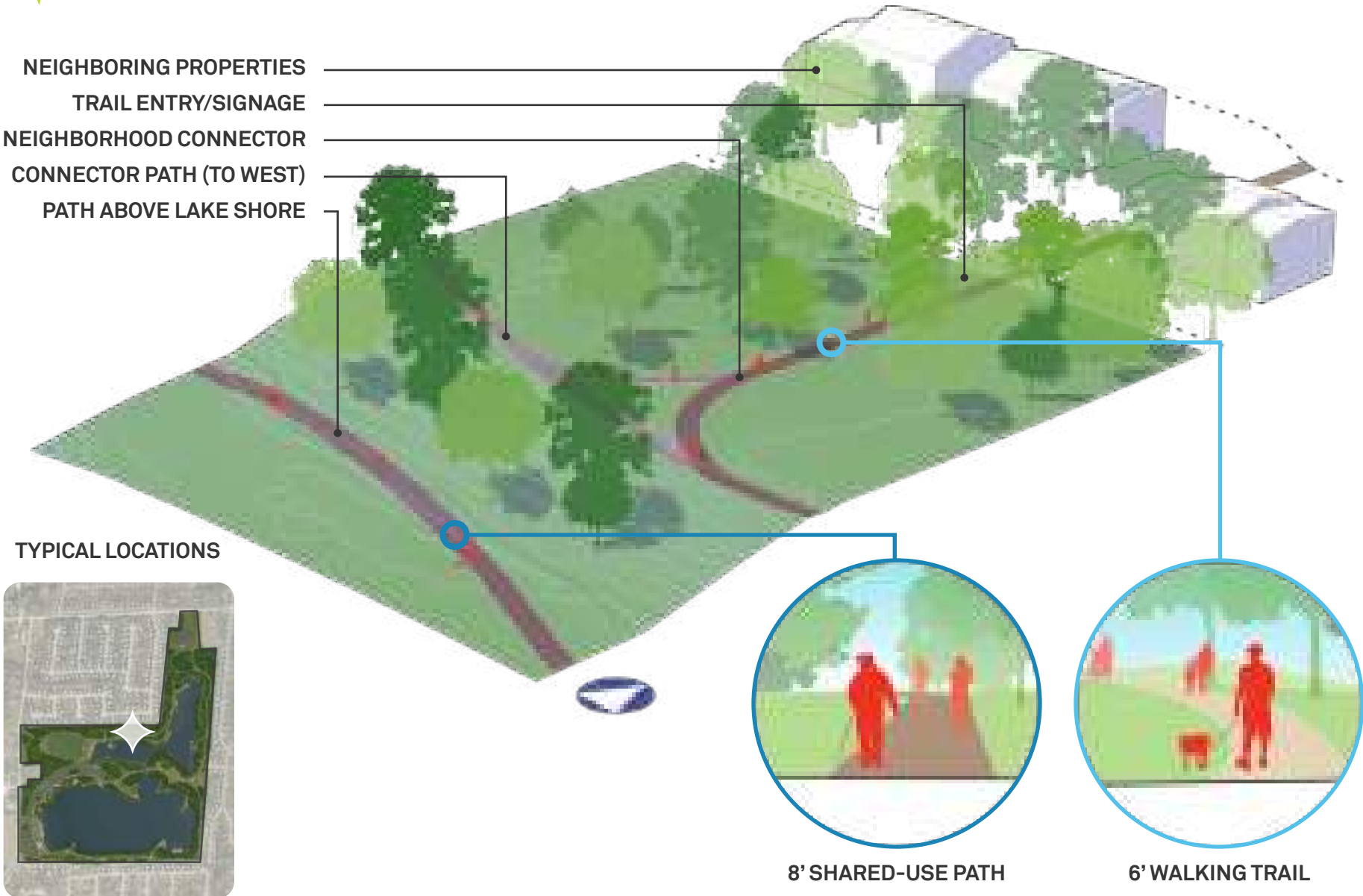
6' WALKING TRAIL



11' SHARED-USE PATH

4.4

Trail Types - Neighborhood Connection



4.4

Trail Types - Peninsula at Meadow

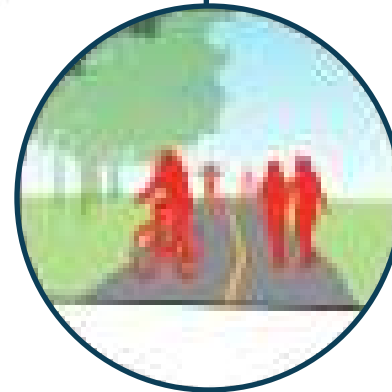
SLOPE TO LAKE SHORE

OPEN SPACE

PATH TO BRIDGE



TYPICAL LOCATIONS



11' SHARED-USE PATH



6' WALKING TRAIL

4.7

Park Amenities

AMENITIES

- 1a** PARKING (120 SPACES; 12 TRAILER SPACES)
- 1b** PARKING (120 SPACES)
- 1c** PARKING (80 SPACES)
- 2** NATURE-BASED PLAY AND RECREATION AREAS
- 3** BOAT LAUNCHES: 4 LOCATIONS (VEHICULAR, ADA, AND AT-SHORE)
- 4** FISHING BOARDWALK: TYPICAL OF 5 LOCATIONS
- 5** OVERLOOK AREA: TYPICAL OF 5 LOCATIONS
- 6a** SHELTER: ADJACENT TO PARKING
- 6b** SHELTER: WITHIN 200' OF PARKING
- 6c** SHELTER: WITHIN 600' OF PARKING
- 6d** SHELTER: ADJACENT TO PARKING
- 7a** PUBLIC RESTROOM: 6-7 STALLS TOTAL
- 7b** PUBLIC RESTROOM: 6-7 STALLS TOTAL
- 7c** PRIVATE RESTROOM
-  300'/500' DISTANCE FROM PUBLIC RESTROOMS



Figure 4.7 | Park Amenities

Image shows conceptual amenities, infrastructure, and structure throughout the park.

4.8

Southwest Area

AMENITIES

- 1a** PARKING (120 SPACES; 12 TRAILER SPACES)
- 1b** PARKING (120 SPACES)
- 2** NATURE-BASED PLAY AND RECREATION AREAS
- 3** SHELTER WITH PUBLIC RESTROOM
- 4** BAITHOUSE WITH PUBLIC RESTROOM
- 5** RESTAURANT SPACE WITH PRIVATE RESTROOM
- 6** SHELTER STRUCTURE (CAPACITY FOR 15-30 PEOPLE)
- 7** OVERLOOK AREA (TYPICAL OF 2 LOCATIONS)
- 8** FISHING PIER/BOARDWALK (CAPACITY FOR 12-15 PEOPLE)
- 9a** VEHICULAR BOAT LAUNCH (WITH ACCESS TO 12 TRAILER SPACES)
- 9b** SECONDARY BOAT LAUNCH (WITHIN 150' OF PARKING AREAS)
- 10** AMPHITHEATER AREA AND EVENT SPACE
- 11** GREAT LAWN (4 ACRES)



Figure 4.8 | Southwest Area

Image shows relationship between amenities, parking, and restrooms in the southwest area of Marsh Park.

4.9

Focus Area '1' (North)





LEGEND

- | | |
|----|---|
| 1 | SHELTER - LOCATED 600' FROM RESTROOM |
| 2 | OVERLOOK AREA |
| 3 | GREAT LAWN (+/- 4.0 ACRES) |
| 4 | SECONDARY BOAT LAUNCH (SHORE ACCESS) |
| 5 | PARKING AREA (120 SPACES) |
| 6 | SHARED-USE PATH (8' WIDTH) |
| 7 | WALKING TRAIL (6' WIDTH) |
| 8 | GRAVEL PATH |
| 9 | TRAIL CAUTION SIGN; SPECIALTY PAVEMENT |
| 10 | TRAIL WAYFINDING SIGN |
| 11 | TRAILHEAD KIOSK SIGN AND BIKE RACKS |
| 12 | FOCUS AREA '1' (SOUTH) |
| 13 | FISHING DOCK/BOARDWALK WITH BENCHES |
| 14 | APPROXIMATE 'NO BUILD' ZONE FOR FUTURE WELL-FIELD |

Figure 4.9 | Focus Area '1' (North)

Connections are provided to natural features around the lake, adjacent neighborhoods, and recreational trails. Passive amenities, shown here as shelters and boardwalks, provide relaxation for users and respite for those traveling a loop around the lake.

4.10

Focus Area '1' (South)





LEGEND	
1	SHELTER WITH RESTROOM (6-7 STALLS)
2	GREEN SPACE, OVERLOOK, AND RESERVABLE SHELTER
3	BOARDWALK WITH RAILING
4	PRIMARY BOAT LAUNCH (TRAILER RAMP)
5	SECONDARY BOAT LAUNCH (SHORE ACCESS)
6	TRAILER PARKING (12 SPACES)
7	PARKING AREA (120 SPACES)
8	NATURE-BASED PLAY/RECREATION AREA
9	LOCATION SIGN
10	TRAILHEAD KIOSK SIGN AND BIKE RACKS
11	TRAIL WAYFINDING SIGN
12	TRAIL CAUTION SIGN; SPECIALTY PAVEMENT
13	LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT
14	SHARED-USE PATH (8' WIDTH)
15	WALKING TRAIL (6' WIDTH)
16	GRAVEL TRAIL

Figure 4.10 | Focus Area '1' (South)

Physical fitness opportunities are provided in this area. A proposed boat launch allow recreational users access to the lake, while a play area is embedded in the natural setting above the lake.

4.11

Focus Area '2'





LEGEND

- | | |
|----|---|
| 1 | BAITHOUSE, RESTROOM, & EQUIPMENT RENTAL; OPERATIONS/MAINTENANCE STORAGE |
| 2 | LEASABLE FLEX SPACE (+/- 6,000 SQUARE FEET) |
| 3 | OVERLOOK DECK WITH TABLES AND SEATING; ADDITIONAL PATIO SEATING BELOW; (+/- 2,000 S.F.) |
| 4 | PRIMARY VEHICULAR ENTRANCE AND GATEWAY SIGN |
| 5 | VEHICULAR DIRECTIONAL SIGNAGE |
| 6 | PARKING AREA (120 SPACES) |
| 7 | FISHING DOCK AND PROMENADE |
| 8 | AMPHITHEATER SEATING SPACE (+/- 8,000 S.F.) |
| 9 | OVERLOOK AND SEATING AREA |
| 10 | SECONDARY BOAT LAUNCH (SHORE ACCESS) |
| 11 | SECONDARY BOAT LAUNCH (ADA DOCK) |
| 12 | BIKE RACKS AND PUMP/REPAIR STATION |
| 13 | TRAIL WAYFINDING SIGN |
| 14 | TRAIL CAUTION SIGN; SPECIALTY PAVEMENT |
| 15 | GREAT MIAMI RIVER TRAIL |
| 16 | LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT |
| 17 | SHARED-USE PATH (WIDTH VARIES) |
| 18 | FISHING DOCK/BOARDWALK WITH BENCHES |
| 19 | BOARDWALK WITH RAILING |
| 20 | PARCEL HAS DEED RESTRICTIONS FOR STRUCTURES. |
| 21 | POTENTIAL OVERFLOW/FUTURE PARKING |

Figure 4.11 | Focus Area '2'

Programmed events, a convenience store (baithouse), and connections to the Great Miami River Trail are provided in this area.

4.12

Focus Area '3'





LEGEND	
1	SHELTER
2	OVERLOOK WITH SEATING AREA
3	PEDESTRIAN BRIDGE (+/- 320' LENGTH)
4	TRAILHEAD KIOSK SIGN
5	LOCATION SIGN
6	TRAIL WAYFINDING SIGN
7	TRAIL INTERSECTION/CAUTION SIGN
8	GREAT MIAMI RIVER TRAIL
9	LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT
10	SHARED-USE PATH (8' WIDTH)
11	WALKING TRAIL (6' WIDTH)
12	EXISTING MATURE COTTONWOOD STAND

Figure 4.12 | Focus Area '3'

Scenic views, resting areas along the Great Miami River Trail, and connections to adjacent neighborhoods are provided in this area.



LEGEND

- | | |
|----|-------------------------------------|
| 1 | SHELTER |
| 2 | PARKING AREA (79 SPACES) |
| 3 | SECONDARY VEHICULAR ENTRY WITH SIGN |
| 4 | TRAIL ENTRY |
| 5 | BIKE RACKS AND PUMP/REPAIR STATION |
| 6 | TRAILHEAD KIOSK SIGN |
| 7 | LOCATION SIGN |
| 8 | TRAIL WAYFINDING SIGN |
| 9 | GREAT MIAMI RIVER TRAIL |
| 10 | WALKING TRAIL (6' WIDTH) |

Figure 4.13 | Focus Area '4' (North)

In this area, a parking area provides access to the Great Miami River Trail, a shelter, and the trail loop circling Marsh Lake.



LEGEND

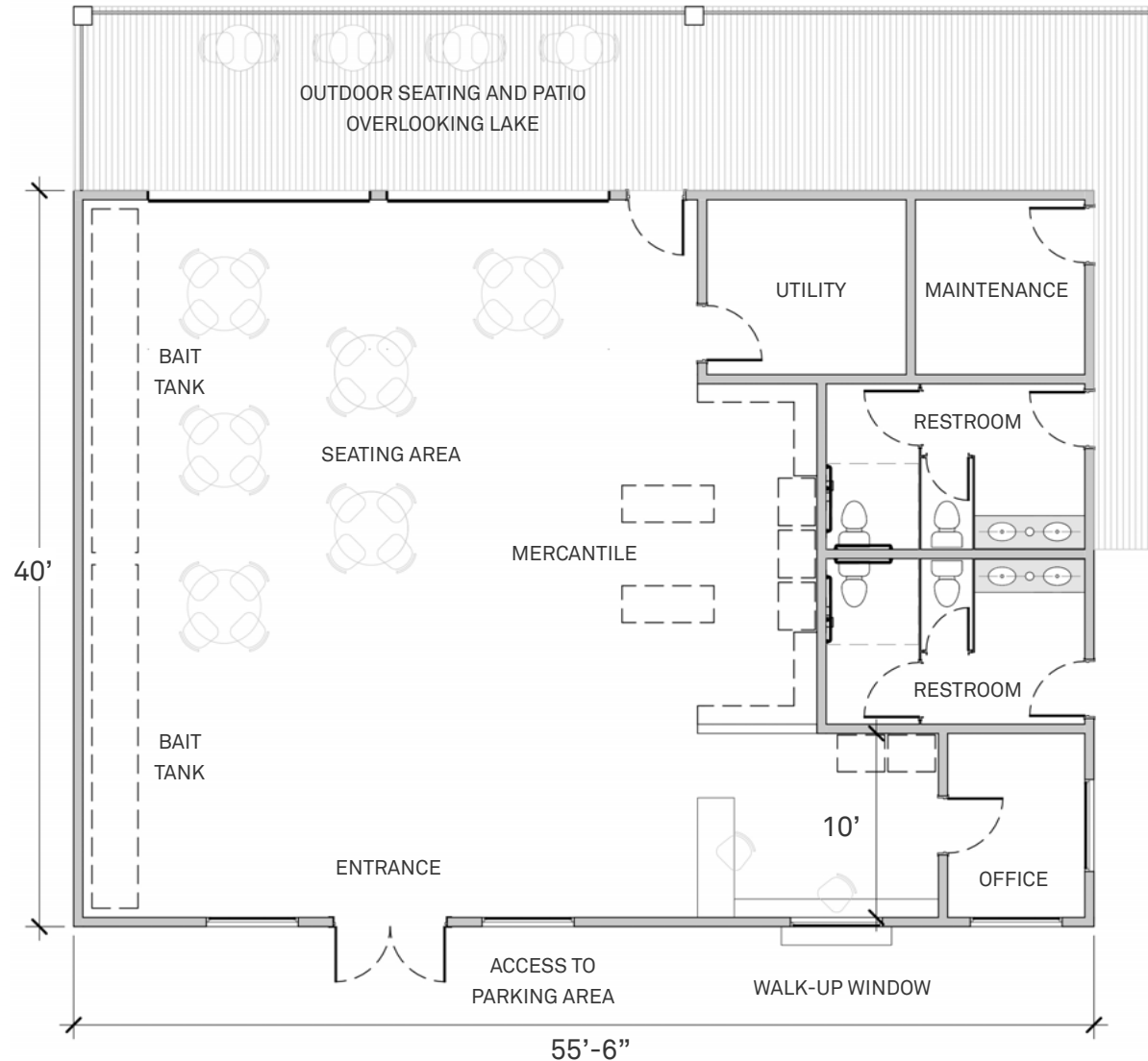
- | | |
|---|----------------------------------|
| 1 | BOARDWALK WITH BENCHES |
| 2 | SECONDARY BOAT LAUNCH (AT-SHORE) |
| 3 | TRAIL WAYFINDING SIGN |
| 4 | LOCATION SIGN |
| 5 | GREAT MIAMI RIVER TRAIL |
| 6 | SHARED-USE PATH (8' WIDTH) |
| 7 | WALKING TRAIL (6' WIDTH) |

Figure 4.14 | Focus Area '4' (South)

The north end of Marsh Lake includes a conceptual boardwalk and fishing pier, as well as several trail sections connecting to the Great Miami River Trail and a loop circling the lake.

4.15

Baithouse (Conceptual Layout)



4.15.1 Upper Level

This level of the building is open to users from the outside (exterior seating and restrooms) and inside (vendor-run convenience store, including utility room and office).

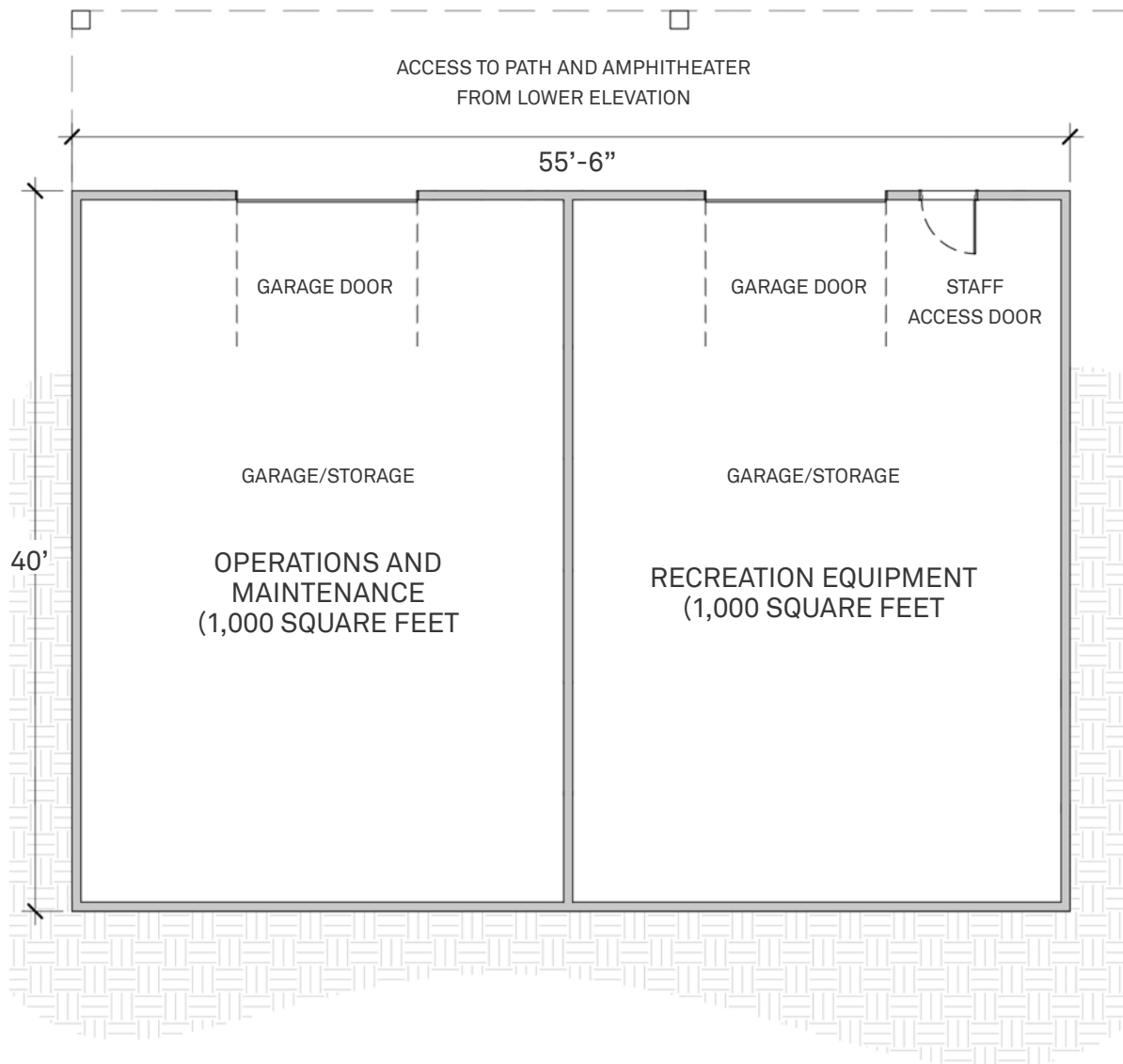
A vendor run store would include bait storage tanks, shelves and wall space for product display, and a cashier with walk-up window for recreation equipment rentals.

Additionally, an office and utility room are provided for vendor and utility coordination.

The building's exterior includes access to a maintenance closet for park staff, restrooms for park visitors, and outdoor seating on a deck overlooking the lake and adjacent amphitheater area.

Figure 4.15 | Baithouse (Upper Level)

Image shows a conceptual design with a vendor convenience store, bait storage tanks, and restrooms that are accessible from the building's exterior.



4.15.2 Lower Level

The lower level of the building is partitioned for two user groups; park staff, and recreational park users.

Part of this level would include storage for operations and maintenance needs, such as landscaping equipment, barricades, and custodial equipment.

This level also provides storage for leasable recreation equipment such as kayaks, canoes, picnic blankets and chairs. Recreation equipment storage would be managed by park staff or a vendor for use within the park.

Access to this floor is through either a staff door (to the recreation equipment storage), or garage doors (for loading and unloading both partitions).

Figure 4.16 | Baithouse (Lower Level)

Image shows a conceptual design dividing the lower level of the baithouse building for storage uses.



Figure 4.17 | Rendering of North Parking Lot and Trailhead
Parking and a shelter allow access to and rest along the Great Miami River Trail before users go down a slope towards the lake.



Figure 4.18 | Rendering of lake use and conceptual boardwalk
Boardwalks and overlooks would be located to take advantage of views across the lake.



Figure 4.19 | Rendering of overlook and bridge
Elevation differences across the site provide unique views for users.



Figure 4.20 | Rendering of shelter overlook and trail to bridge
Boardwalks and overlooks would be located to take advantage
of views across the lake.



Figure 4.21 | Rendering of Nature-Based Play Area
Recreation area with adjacent parking.



Figure 4.22 | Rendering of Nature-Based Play Area
Recreation area with view of lake.



Figure 4.23 | Rendering of Overlook
Conceptual seating area includes interpretive signage and views of the lake.



Figure 4.24 | Rendering of Boardwalk

Conceptual boardwalk includes interpretive signage and view of the lake.



Figure 4.25 | Rendering of Vehicular Entry
Conceptual entry includes branding and directional signage pointing to programmatic uses and recreation.



Figure 4.26 | Rendering of Boat Launch

An accessible kayak launch and at-shore boat launch are provided below the slope from the bathhouse and equipment rental building.



Figure 4.27 | Rendering of Trail and Building

The Great Miami River Trail, including specialty pavement and signage, winds its way past a leasable space and amphitheater.



Figure 4.28 | Rendering of Patio

A patio provides views across the lake, while allowing a vendor to draw users into a corner of the site.

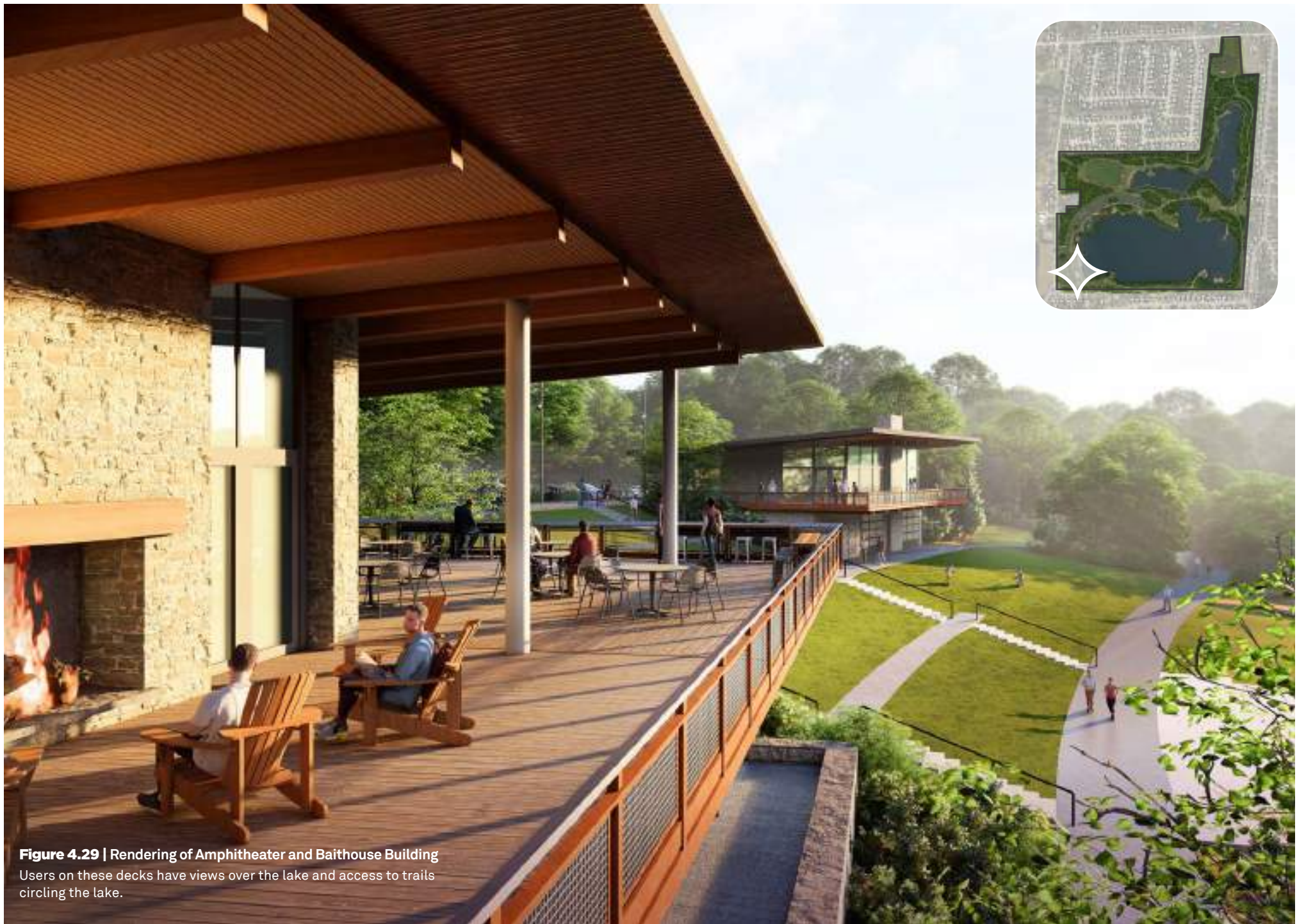


Figure 4.29 | Rendering of Amphitheater and Baithouse Building
Users on these decks have views over the lake and access to trails circling the lake.



Figure 4.30 | Rendering of Boardwalk

A conceptual boardwalk and fishing pier allows views across the lake, as well as access for fishing and recreation.



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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible, nestled among more trees on a hillside. The sky is overcast and grey.

PART 5:

Action Items

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5.1

Action Items

5.1.1 Conceptual costs:

- Final procurement costs for site furnishings and equipment vary significantly and are contingent upon total product quantities, variations in shipping costs, cost fluctuations, and other market conditions. The prices presented as part of the 'Magnitude of Costs' reflect 2024 prices, and are for conceptual level budgeting purposes only.
- Project design teams for each phase are responsible for determining appropriate installation costs which are calibrated to the project procurement and construction type. The project design team should provide a total opinion of probable costs which consists of the total cost each item, including both procurement and installation.
- Elements which require site-specific elements will require approval by the City of Fairfield in coordination with existing plans and guidelines.



5.2

Priority Projects for Implementation

5.1.2 Staffing impacts:

- Successful completion of each project or phase will determine staffing needs. Final operations and maintenance demands can vary widely, and will be affected by materials chosen, methods used to maintain them, and frequency of service.
- Tasks related to this master plan would include maintenance of parking areas and drives, seasonal maintenance of turf areas and landscaping, and general maintenance of play equipment, boat docks, shelters, and overlooks.
- It is recommended that each phase or project should be assessed for capacity of the Parks and Recreation department to maintain, and appropriate measures should be taken to ensure impacts to staff workload do not create an undue burden on existing park infrastructure within the City of Fairfield.





General Paths and Trails

GENERAL PATHS AND TRAILS (NOT DEPENDENT ON OTHER PHASES)		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Great Miami River Trail (2027)	Funded through federal grant	From River Road to existing trail, including realignment.
Earthwork and grading	\$75,000 - \$100,000	5,000 cubic yards of earthwork.
Bridge	\$1,200,000 - \$1,500,000	320' span bridge.
Shared-use paths (11')	\$800,000 - \$1,000,000	5,600' length 11' width paved trail.
Shared-use paths (8')	Funding secured	3,750' length 8' width paved trail.
Boardwalk with railing	\$250,000 - \$400,000	200' length boardwalk.
Walking trails (6')	\$700,000 - \$950,000	9,000' length 6' width paved walking trail.
Gravel path (6')	\$100,000 - \$150,000	2,400' length 6' width gravel walking trail.
Wayfinding and signage	\$250,000	Monument entry sign and directional signage.
Soft costs	\$650,000	Engineering, permitting, & mobilization.
\$4,025,000 - \$5,000,000		TOTAL COST

GENERAL PATHS AND TRAILS IMPLEMENTATION PHASE

- 1** 320' SPAN BRIDGE
- 2** 200' LENGTH BOARDWALK
- GREAT MIAMI RIVER TRAIL (11' WIDTH PAVED TRAIL)
- 11' WIDE PAVED TRAIL: +/- 5,600 LINEAR FEET
- 8' WIDE SHARED-USE PATH: +/- 3,750 LINEAR FEET
- 6' WIDE WALKING TRAIL: +/- 9,000 LINEAR FEET
- 6' WIDE GRAVEL PATH: +/- 2,400 LINEAR FEET

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.



Figure 5.1 | Implementation - General Paths and Trails Implementation

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.

5.4

General Projects

GENERAL PROJECTS (INDEPENDENT OF OTHER PROJECTS)		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	\$50,000 - \$75,000	5,000 cubic yards of earthwork.
Parking and drive alignment	\$650,000 - \$900,000	Access drive and parking (42,000 SF).
Amphitheater (capacity 500-600 people)	\$250,000 - \$400,000	Seat walls, retaining walls, lighting and site amenities.
Overlooks (five locations)	\$1,000,000 - \$1,500,000	Overlooks with stone walls and seating.
Monoslope shelter and associated construction (three locations)	\$750,000 - \$1,200,000	24' x 42' shelter (15-20 people).
Fishing pier/boardwalk (Five locations)	\$600,000 - \$800,000	8' width minimum; capacity 10-15 people each.
Trail adjustment/alignment	\$100,000 - \$150,000	Connection to existing trails, paths.
Wayfinding and signage	\$500,000	Entry monument sign and trail signage.
Soft costs	\$400,000	Engineering, permitting, & mobilization.

\$4,300,000 - \$5,925,000**TOTAL COST**

GENERAL PROJECTS

- 1** OVERLOOKS
- 2** SHELTER
- 3** FISHING PIER/BOARDWALK
- 4** AMPHITHEATER AND EVENT SPACE FOR 500-800 PERSON EVENT
- 5** NORTHERN PARKING LOT AND VEHICULAR ENTRY

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

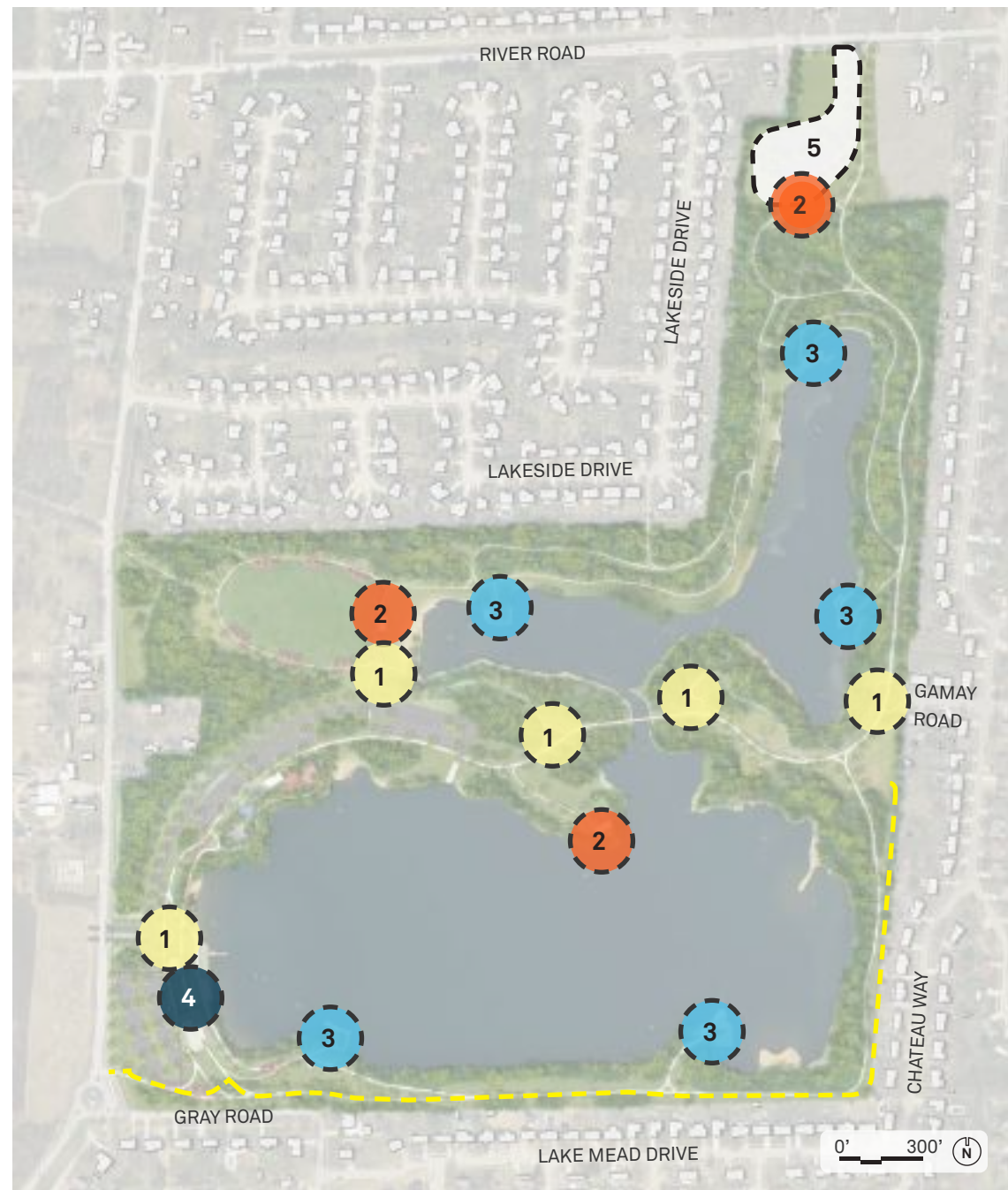


Figure 5.2 | Implementation - General Projects (Independent of Other Projects)

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.

5.5

Event Space, Leasable Flex Space, and Parking

EVENT SPACE, LEASABLE FLEX SPACE, AND PARKING		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	\$200,000 - \$300,000	20,000 cubic yards of earthwork.
Parking and drive alignment	\$750,000 - \$1,000,000	Access drive and parking (50,000 SF).
Utilities for Leasable flex space	\$400,000 - \$500,000	Water and sanitary hookups, service lines.
Leasable flex space	\$3,000,000 - \$6,000,000	Restaurant, decks, patios, and site furnishings.
Baithouse/restroom building	\$1,000,000 - \$1,500,000	2,000 SF building with restroom (6-7 stalls) and basement storage.
Wayfinding and signage	\$250,000	Directional and trail signage.
Soft costs	\$700,000	Engineering, permitting, & mobilization.
\$6,300,000 - \$10,250,000		TOTAL COST
<i>Container restaurant (Leasable Flex Space Alternative)</i>	<i>\$750,000 - \$1,000,000</i>	<i>Container restaurant/furnishings; allows for future expansion</i>
<i>Pad with utilities for vendor (Leasable Flex Space Alternative)</i>	<i>\$150,000 - \$250,000</i>	<i>6,000 SF pad; allows for future expansion.</i>

EVENT SPACE, LEASABLE FLEX SPACE AND PARKING

- 1** PARKING AREA (120 SPACES)
- 2** LEASABLE FLEX SPACE:
NUMBER OF RESTROOMS BASED ON OCCUPANCY.
- 3** BAITHOUSE WITH RESTROOMS

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

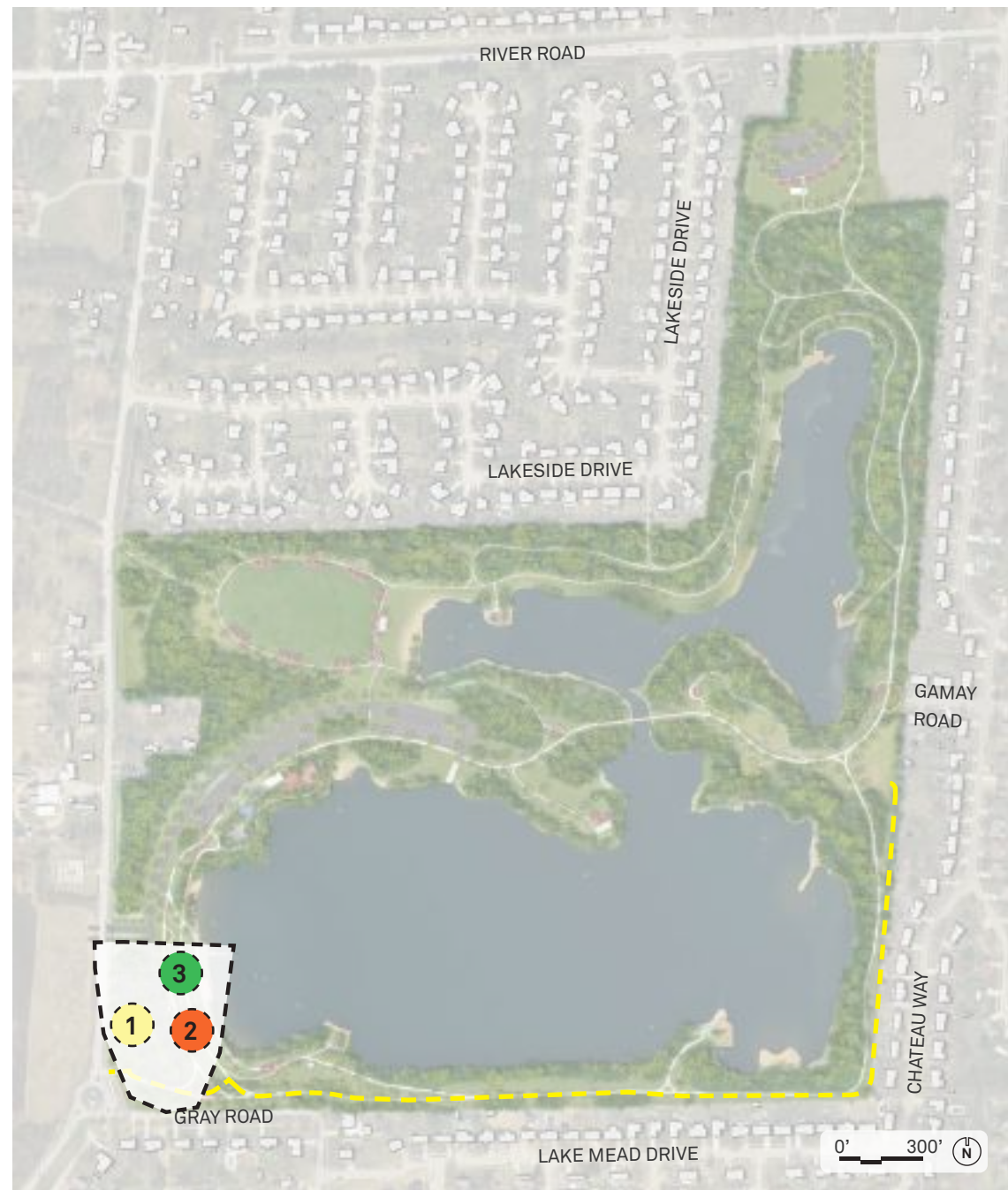


Figure 5.3 | Implementation - Event Space, Leasable Flex Space, and Parking

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.



General Projects

RECREATION AREA ACCESS AND PARKING		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and bank stabilization	\$400,000 - \$500,000	40,000 cubic yards of earthwork (average 3' depth).
Parking & drive alignment(see note, below)	\$1,000,000 - \$1,250,000	Access drive and parking (70,000 SF).
Nature-based play/recreation areas	\$1,000,000 - \$1,250,000	Two separate play/recreation areas (8,000 sf each).
Shelter/restroom building	\$500,000 - \$750,000	Restroom (6-7 stalls); shelter seats 15-20 people.
Trail adjustment/alignment	\$100,000 - \$150,000	Connection to existing trails, paths.
Wayfinding and signage	\$500,000	Monument entry sign and directional signage.
Soft costs	\$700,000	Engineering, permitting, & mobilization.

Note: Assumes removal of existing boat launch facility to allow installation of parking and drive alignment.

\$4,200,000 - \$5,100,000

TOTAL COST

RECREATION AREA ACCESS AND PARKING

- 1** PARKING AREA (90 SPACES)
- 2** NATURE-BASED PLAY AREAS
- 3** SHELTER/RESTROOM BUILDING

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

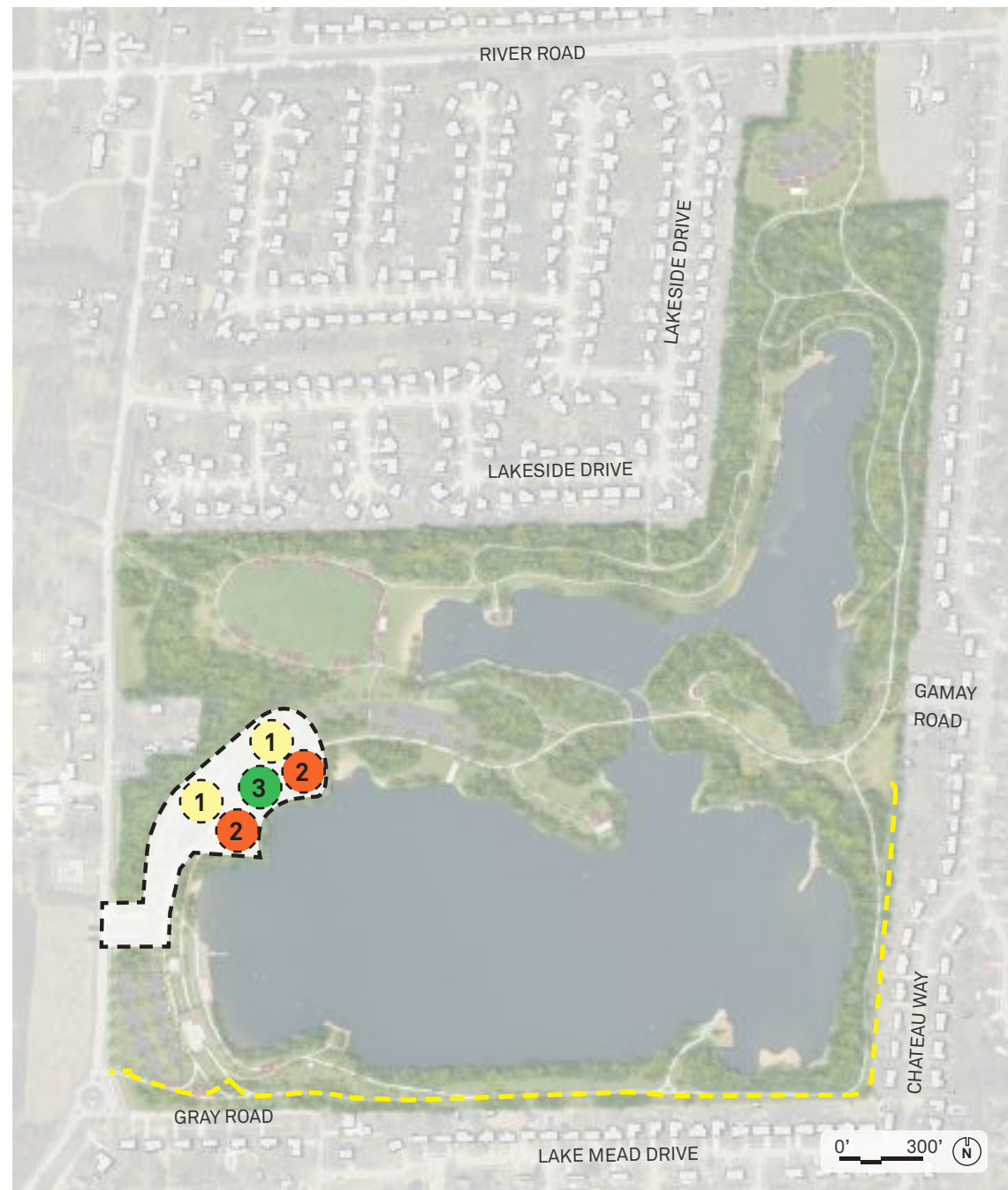


Figure 5.4 | Implementation - Recreation Area Access and Parking

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.

5.7

Boat Launch Access Parking

BOAT LAUNCH ACCESS AND PARKING		
PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	\$100,000 - \$150,000	10,000 cubic yards of earthwork.
Parking & drive alignment	\$600,000 - \$750,000	Access drive and parking (40,000 SF).
Great lawn	\$50,000 - \$75,000	+/-4.0 acres.
Vehicular boat launch	\$150,000 - \$250,000	Boat launch includes coffer dam, concrete installation.
Trail adjustment/alignment	\$100,000 - \$150,000	Connection to existing trails, paths.
Soft costs	\$450,000	Engineering, permitting, & mobilization.

Note: Assumes removal of existing boat launch facility to allow installation of parking and drive alignment. Assumes installation of drive as part of 'Recreation Area Access and Parking' Project.

\$1,450,000 - \$1,825,000

TOTAL COST

BOAT LAUNCH ACCESS AND PARKING

- 1 PARKING AREA (30 SPACES; 12 TRAILER SPACES)
- 2 GREAT LAWN
- 3 VEHICULAR BOAT LAUNCH

Note | This opinion of probable construction cost provided by Designing Local (DL) is made on the basis of information and research available to DL and on the basis of DL's professional experience and qualifications. However, since DL has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DL does not guarantee that proposals, bids or actual project or construction cost will not vary from this opinion of probable cost.

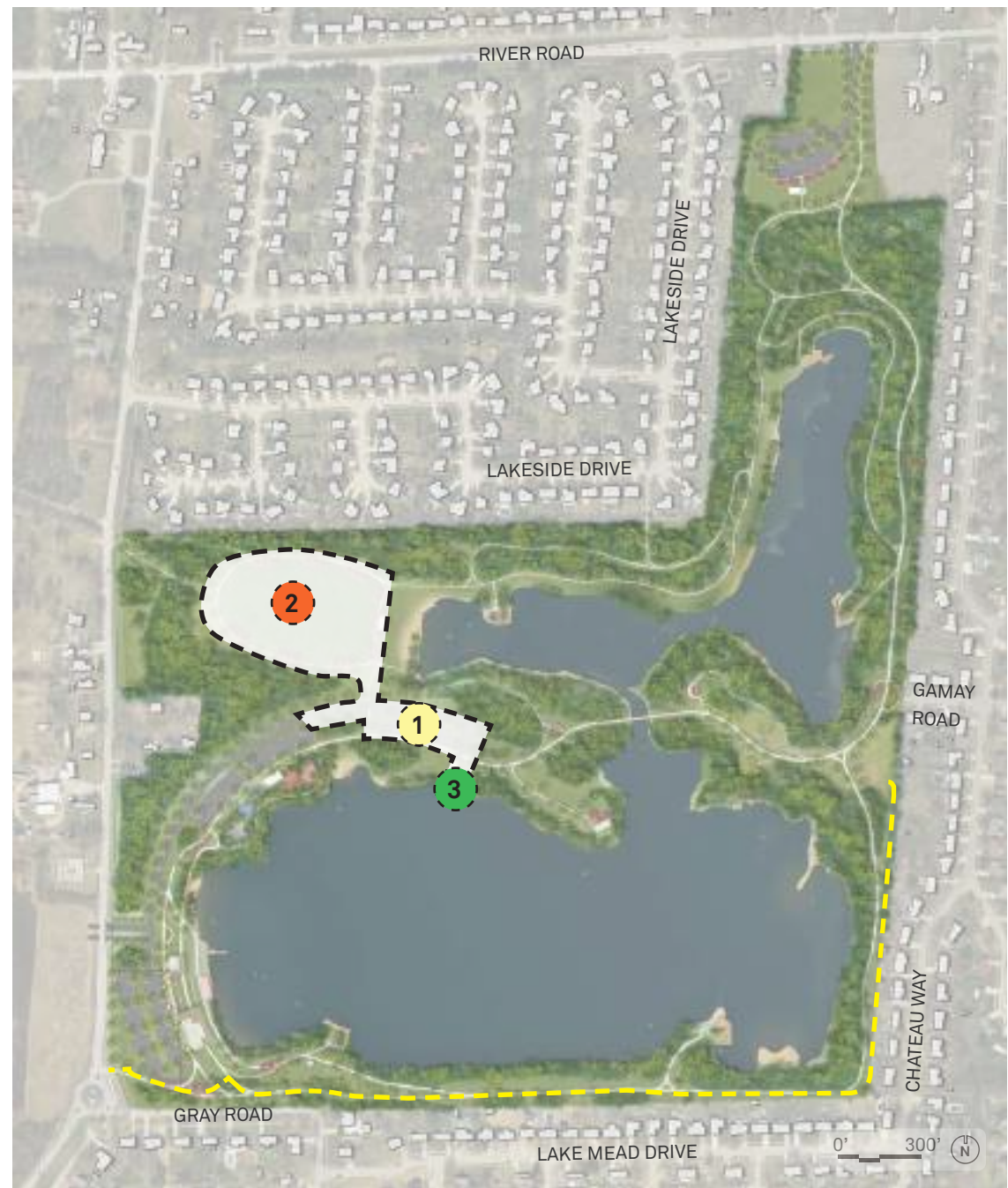


Figure 5.5 | Implementation - Boat Launch Access and Parking

Plan shows proposed improvements in this phase; see page opposite for components and magnitude of cost.



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An aerial photograph of a landscape featuring a large body of water in the foreground, surrounded by dense green trees. In the background, a residential area with several houses is visible on a hillside. The sky is overcast and grey.

PART 6:

Appendix

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6.1

Community Outreach Event Observations

The following images supplement information found in the community engagement chapter.

Most households participated by using a pen or marker to draw their route; while participating, users verbalized their means of transportation.

- Generally, those coming from further away used vehicles.
- Generally those coming from adjacent neighborhoods walked or drove, but expressed interest in walking.

Most users came to the site via 3 routes; as shown in the image to the right, thicker lines represent greater numbers of people. Main routes include:

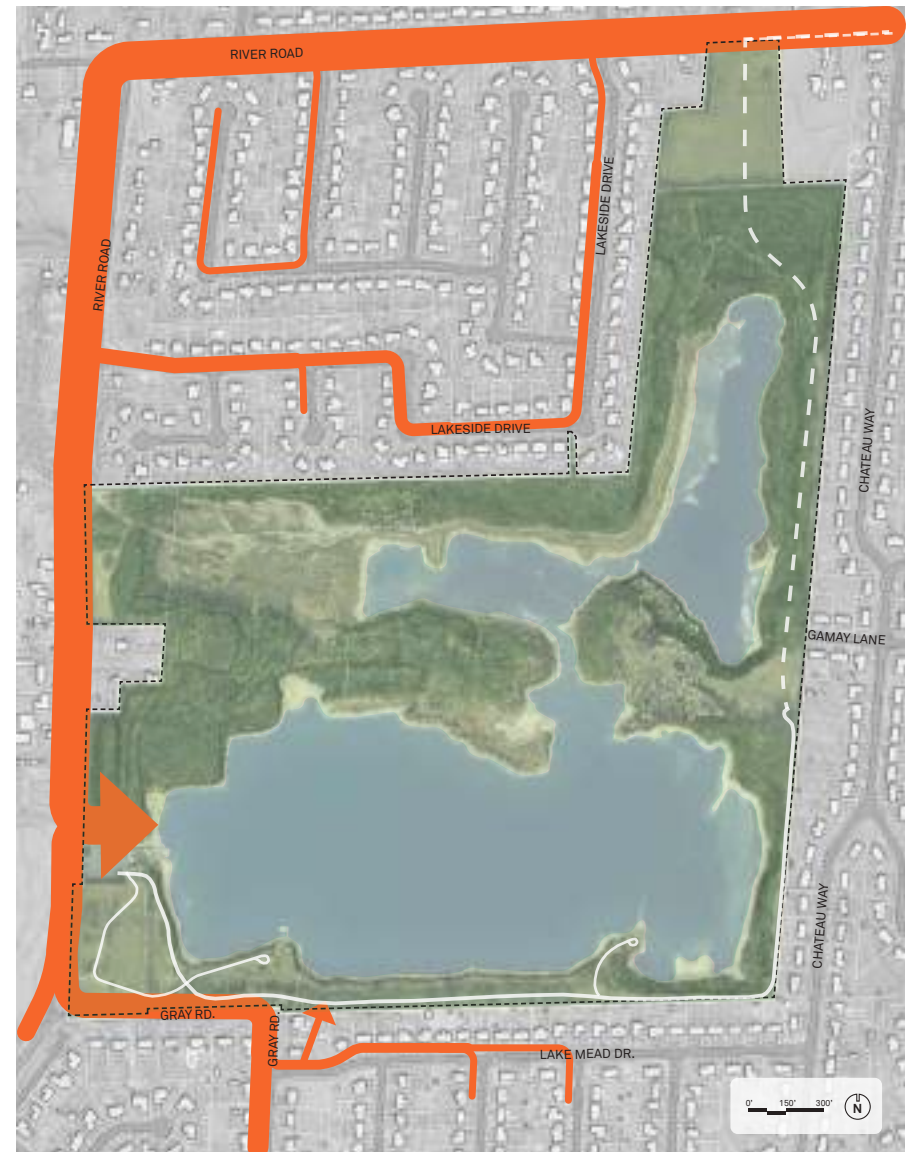
- Along River Road from the northeast.
- From the south, via Gray Road to River Road.
- From the south, via River Road.

Users not using these main routes came via neighborhood and sidewalk connections to trails within the park, and not necessarily the parking area.

MEANS OF TRANSPORTATION

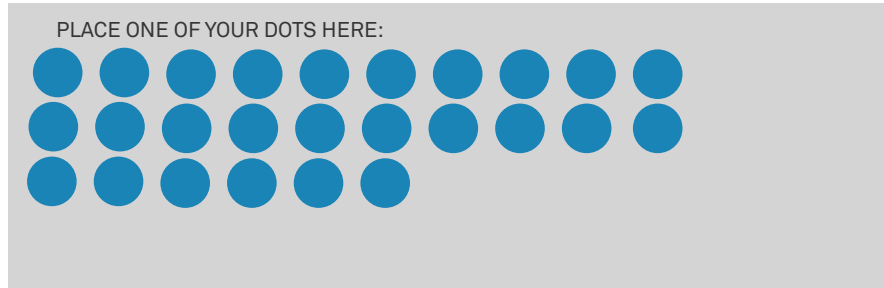
Figure 6.1 | Engagement results - What route do you take to the park?

168 total dots were placed on this board; a significant majority (68%) were blue, representing overall positive interest in seeing elements in the park. Red dots were placed by those not wanting to see particular elements.



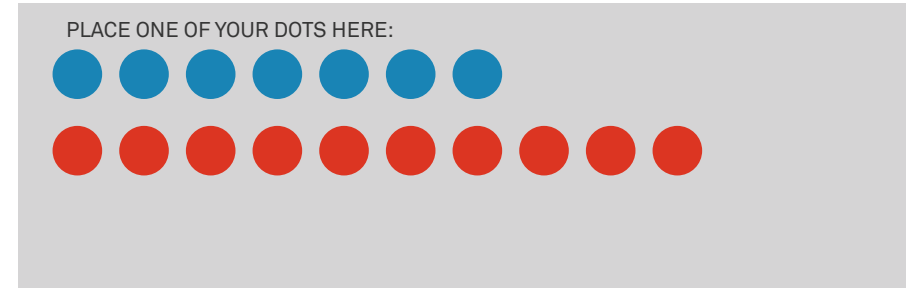
WHICH THREE ELEMENTS DO YOU **WANT** TO BE INCLUDED IN THE PARK DESIGN?

OVERLOOK/ SEATING AND BENCHES

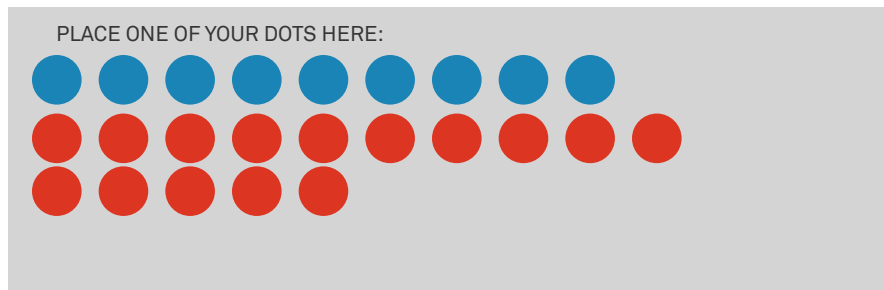


WHICH THREE ELEMENTS DO YOU **NOT** WANT INCLUDED IN THE PARK DESIGN?

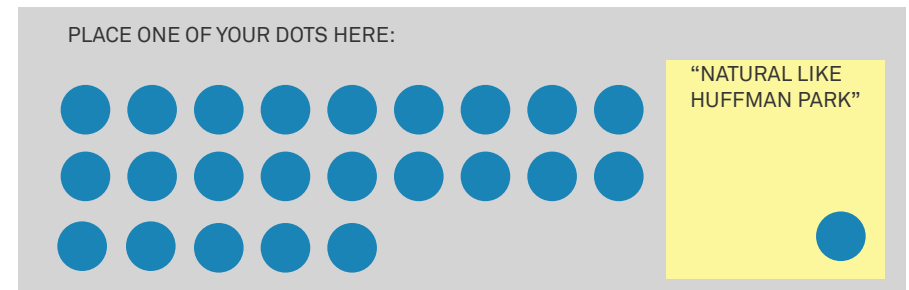
SPECIALTY FEATURES (SIGNAGE, ART)



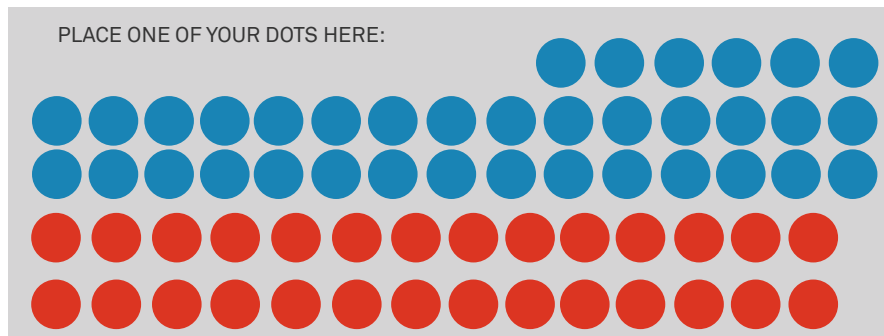
FITNESS EQUIPMENT (ROPES COURSE, ROCK CLIMBING)



NATURE-BASED PLAY STRUCTURE



CAFE/BREWERY



OTHER? (LEAVE A NOTE!)

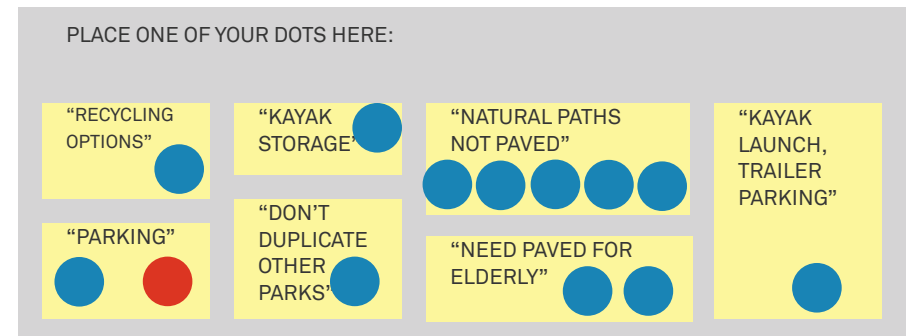


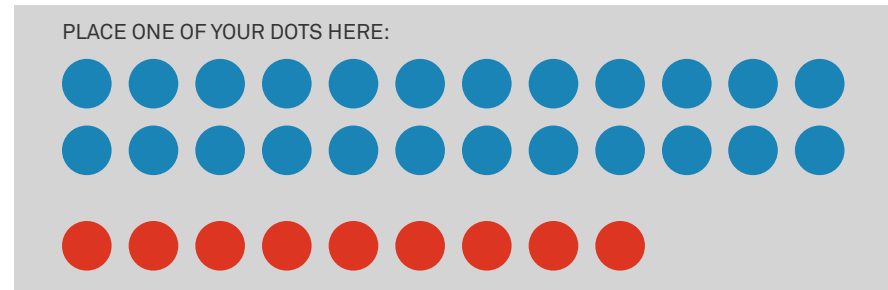
Figure 6.2 | Engagement results - What elements do you want to see in the park?

168 total dots were placed on this board; a significant majority (68%) were blue, representing overall positive interest in seeing elements in the park. Red dots were placed by those not wanting to see particular elements.

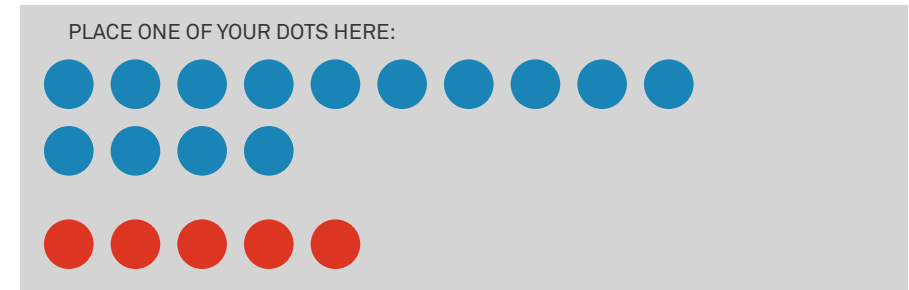
WHICH THREE EVENTS DO YOU **WANT** TO BE INCLUDED IN THE PARK DESIGN?

WHICH THREE EVENTS DO YOU **NOT** WANT INCLUDED IN THE PARK DESIGN?

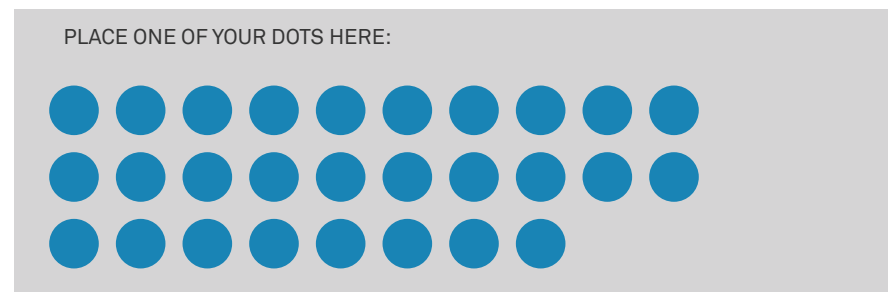
SMALL CONCERTS, PERFORMING ARTS



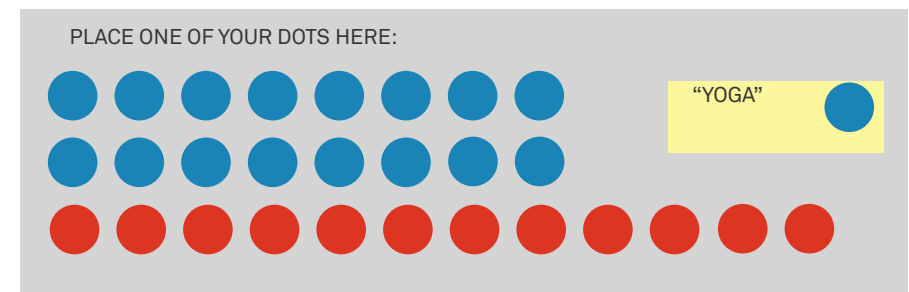
GROUP/POP-UP EVENTS (CRAFTS, FUNDRAISING)



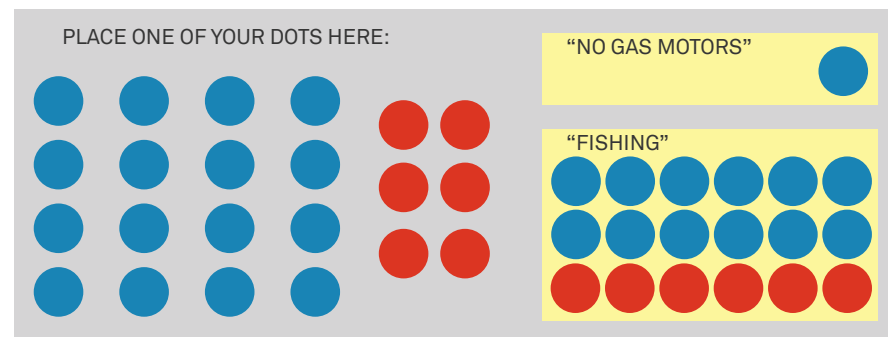
NATURE/EDUCATIONAL EVENTS



GROUP FITNESS ACTIVITIES



FESTIVALS (FOOD CULTURE, FISHING)



OTHER EVENTS? (LEAVE A NOTE!)

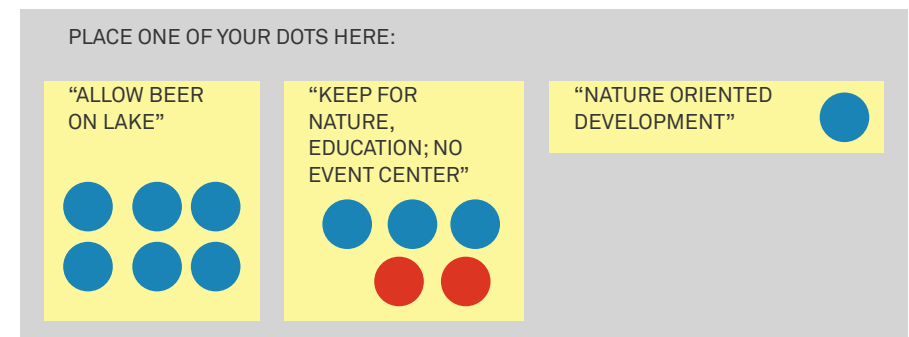
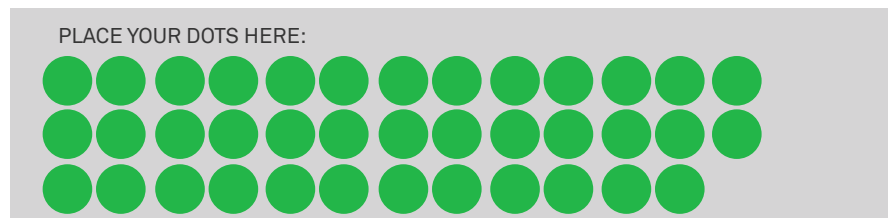


Figure 6.3 | Engagement results - Which organized events do you want to see in the park?

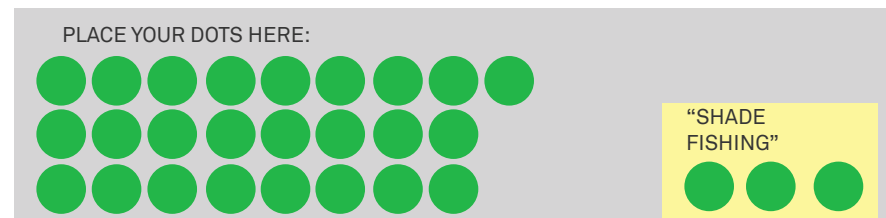
166 total dots were placed on this board; a significant majority (76%) were blue, representing positive interest in seeing particular events. Additional events (yellow) were also suggested by some attendees.

● ● ● ● ● ● EACH GREEN DOT REPRESENTS \$100,000. HOW WOULD YOU SPEND THE CONSTRUCTION BUDGET?

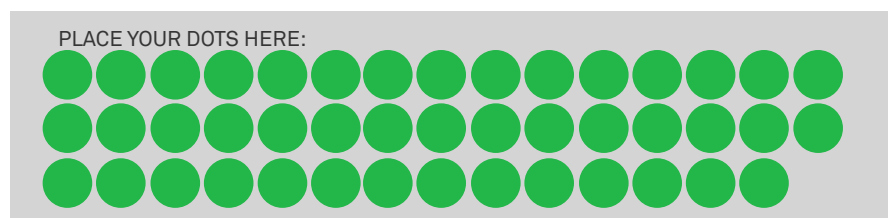
NATURE/PLAY AREAS



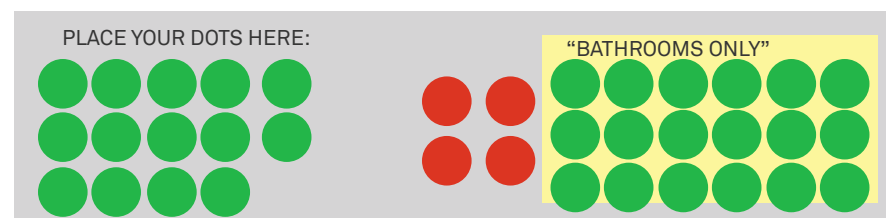
DOCKS/PIER IMPROVEMENTS



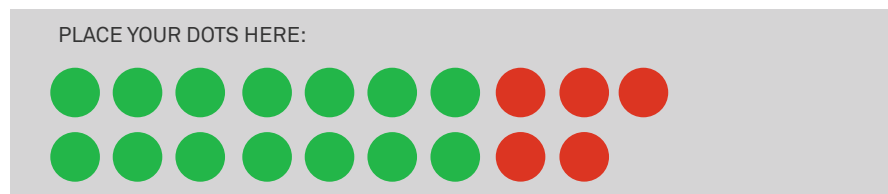
PATHS, SEATING AND OVERLOOK



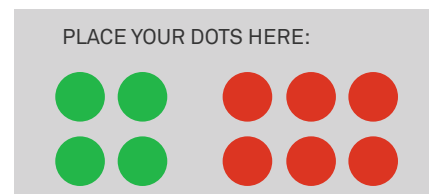
CAFES, OUTDOOR DINING, AND BATHROOMS



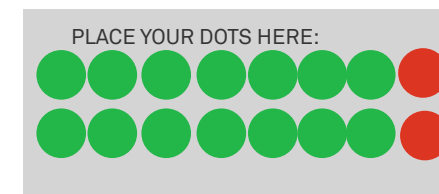
TAPROOM/BREWERY/BEER GARDEN



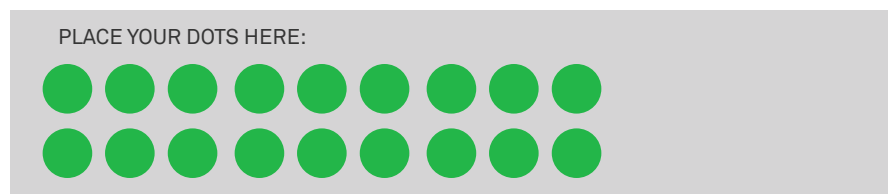
FITNESS EQUIPMENT



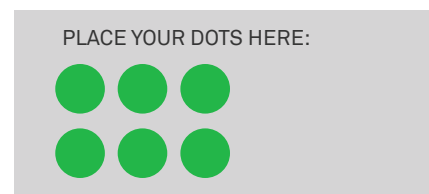
ART FEATURES



KAYAK AND CANOE LAUNCH



QUIET RETREAT



GREEN SPACE

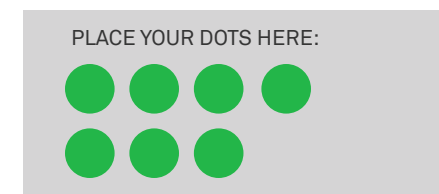


Figure 6.4 | Engagement results - What items should receive the most money?

168 total dots were placed on this board. Some red dots were added by attendees showing negative response to specific items. Suggestions added by attendees are shown in yellow.

6.1.1 Potential Park Features - Passive Use Area

3 total comments were placed on the Potential Park Features Board relating to the Passive Use Area.

Comments included environmental concerns, programming, and amenities.



Figure 6.5 | Engagement event photos

Coloring pages were provided to allow all ages to participate in the event.



Figure 6.6 | Engagement results - Potential park features - passive use area

Features shown on this board include signage, wayfinding, shared-use trails, overlooks, and boat launches/docks/piers; comments left during event shown on images.

6.1.2 Potential Park Features - Central Activity Area

5 total comments were placed on the Potential Park Features Board relating to the Central Activity Area.

Comments included environmental concerns, programming, and amenities.



Figure 6.7 | Engagement event photos

Participants visualized future park features using 3D-Printed objects on a print of the park.

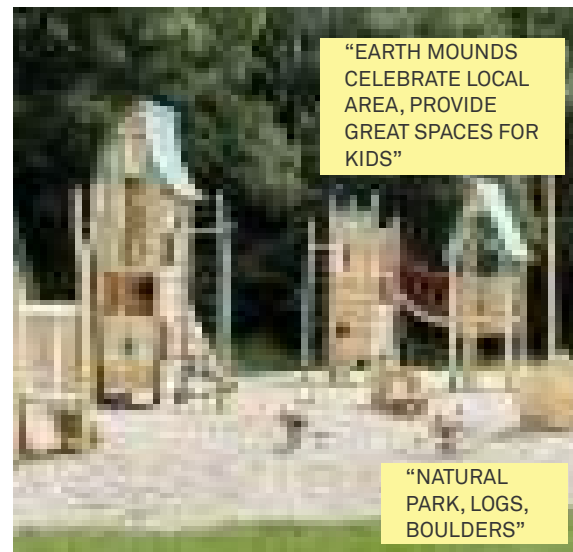


Figure 6.8 | Engagement results - Potential park features - central activity area

Features shown on this board include flex space (baithouse), fitness (rock climbing), nature-based play, and shelters; comments left during event shown on images.

6.1.3 What constraints do you think there are?

SENTIMENT

Most comments related to existing ecological and natural features surrounding the lake:

- ‘Add more fishing access’.
- ‘Beaver dam here’ - at narrow channel of the lake.
- ‘Steep’ - comment along the shore of the lake.
- ‘Dig out deeper’ - in shallows at northwest corner.

Some comments made specific requests about the accessibility of the lakeshore:

- ‘Add more fishing access’.
- ‘Kid-friendly shoreline’.
- ‘No trailer parking’ - on current parking lot.

Comments pertaining to specific amenities:

- ‘Need port o potty’ - along northern shore.
- ‘Overlook shelter’ - on east side of channel.

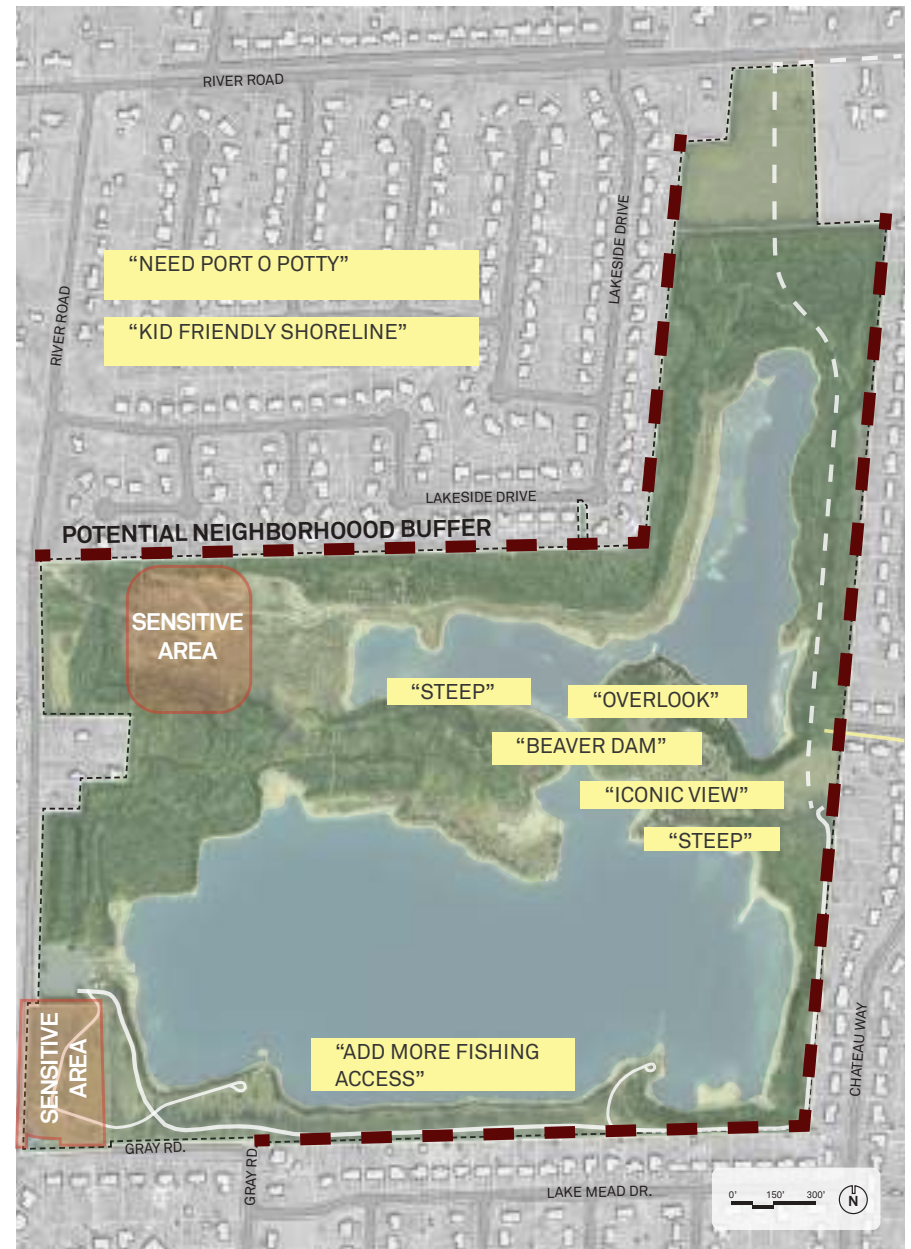


Figure 6.9 | Engagement results - What constraints do you think there are?

8 total comments were left on this board including some that were not constraints, but elements users wished to see.

6.2

Public Engagement Survey Results

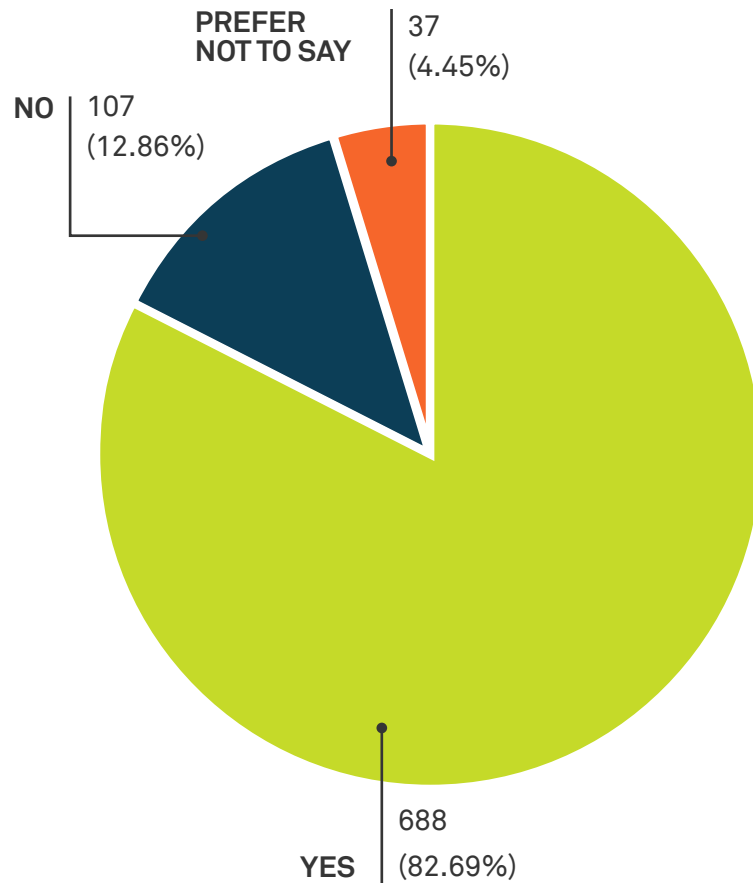


Figure 6.10 | Survey results - Do you live within the City of Fairfield?

Responses: 832

6.1.4 Do you live within the City of Fairfield?

When asked if they lived within the City of Fairfield, the majority responded 'Yes'. Users who responded 'No' or 'Prefer not to say' likely visit or have visited to use the park, or otherwise have an invested reason to take the survey, such as interest in the future use or status of the park.



6.2.1 How do you currently/how would you like to get to Marsh Park?

The question allowed users to select multiple methods of transportation. Selections may have included any combination of transportation methods. 87% of respondents currently drive to the park, compared to 73% who would like to drive to the park.

While 33% would prefer to bike, and 29% would prefer to walk, currently fewer than 20% use either mode of transportation.

These responses indicate a demand for improved access both to and within the park for biking and walking.

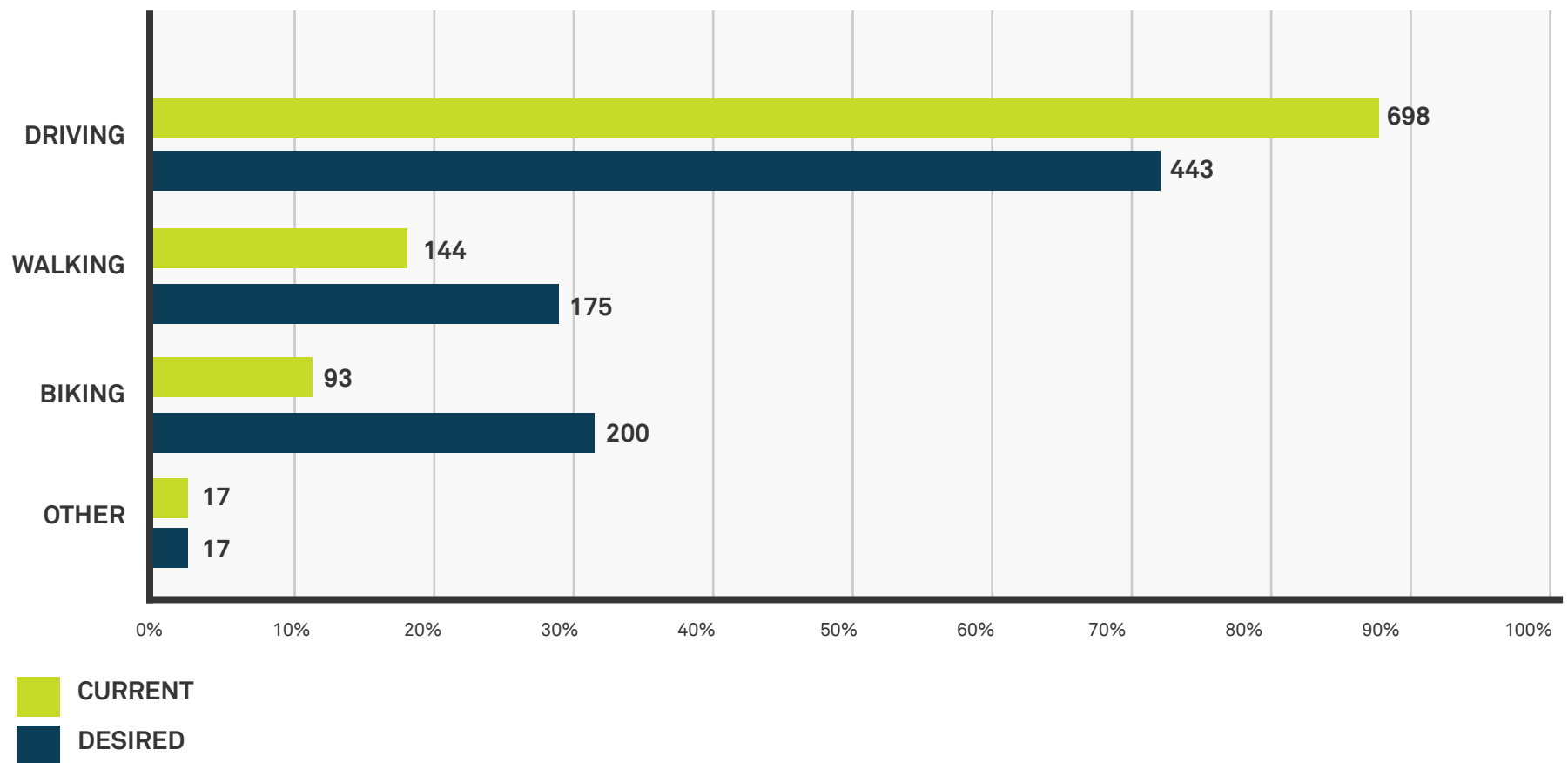


Figure 6.11 | Survey results - How do you currently/how would you like to get to Marsh Park?

While currently most visitors drive to the park, this chart shows a preference for alternative transportation. Responses: 799

6.2.2 What activities would you like to see in Marsh Park?

When asked about current participation in and desired activities within the park, most users answered with a mix of passive and structured recreational activities.

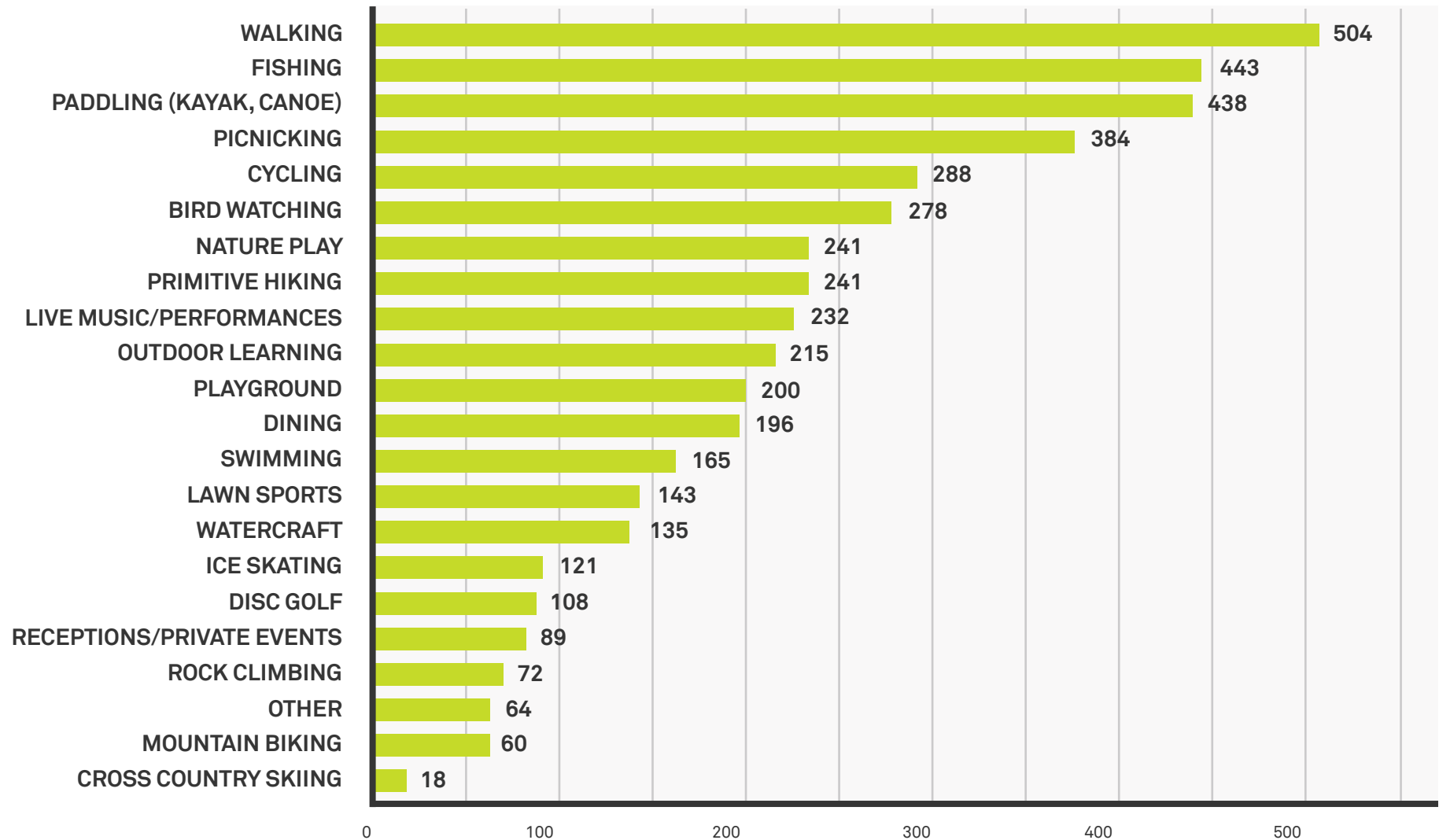
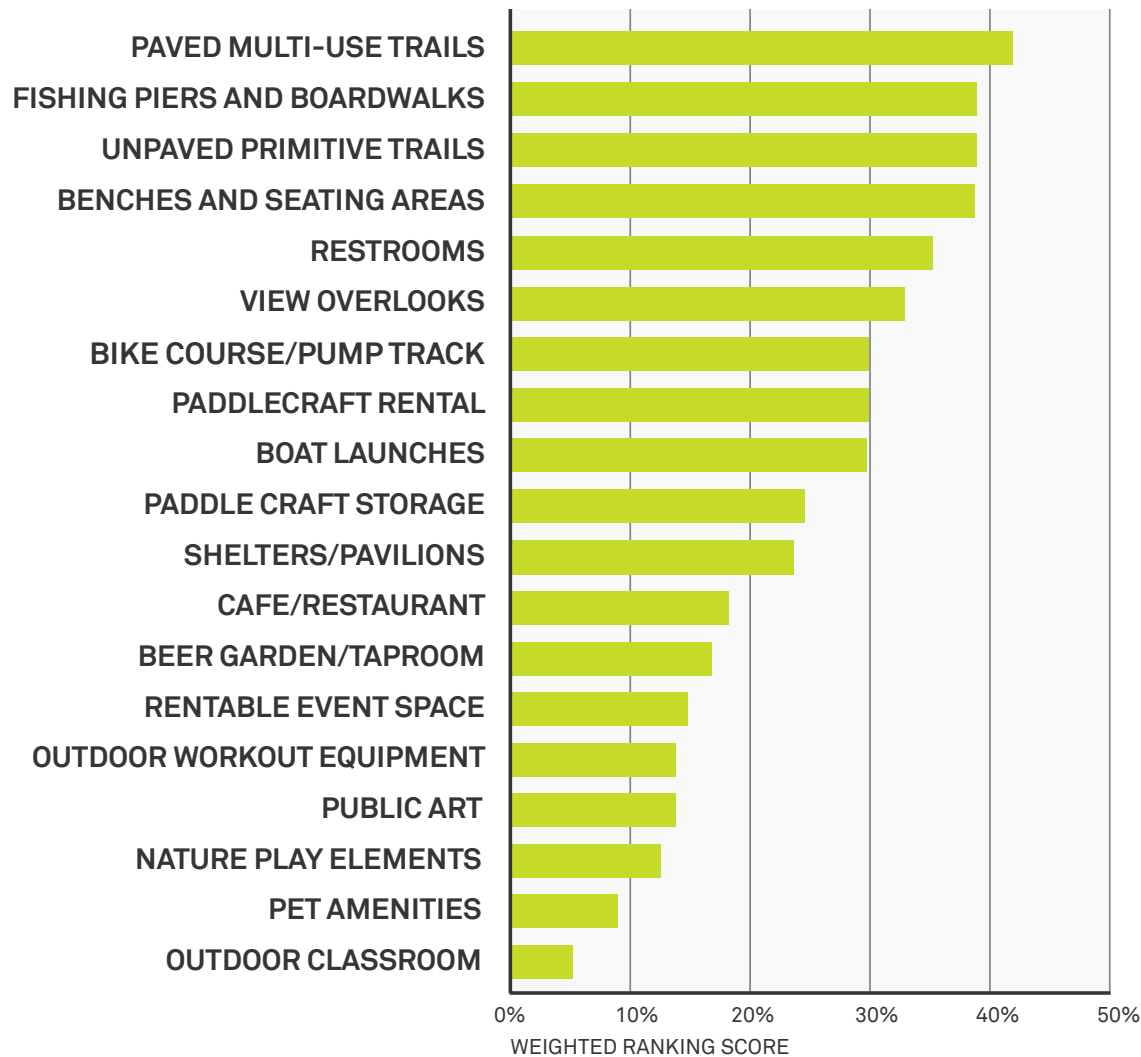


Figure 6.12 | Survey results - What activities would you like to see in Marsh Park?

Responses: 754

6.2.3 Which amenities would you most like to see in Marsh Park?



SENTIMENT

When asked which amenities they would most like to see in Marsh Park, many responses relate to passive recreation, including walking and fishing. Significant numbers of respondents listed fitness and recreation opportunities, such as cycling, water sports, and use of the fitness trail.

- Many of the selected amenities are low-impact and have a low barrier to entry for users, or can be easily supported through rental programs.
- Additional requests include restrooms, paddlecraft rental and storage, boat launches, shelters/pavilions, cafe/restaurant, beer garden/taproom, rentable event space, outdoor workout equipment, public art, and nature play elements.

Figure 6.13 | Survey results - Which amenities would you most like to see in Marsh Park?

Responses: 743

6.2.5 What is your ethnicity?

US Census data indicated about 65% of Fairfield residents identify as 'white', but a larger percentage (86%) of those who answered the question identified as 'white'.

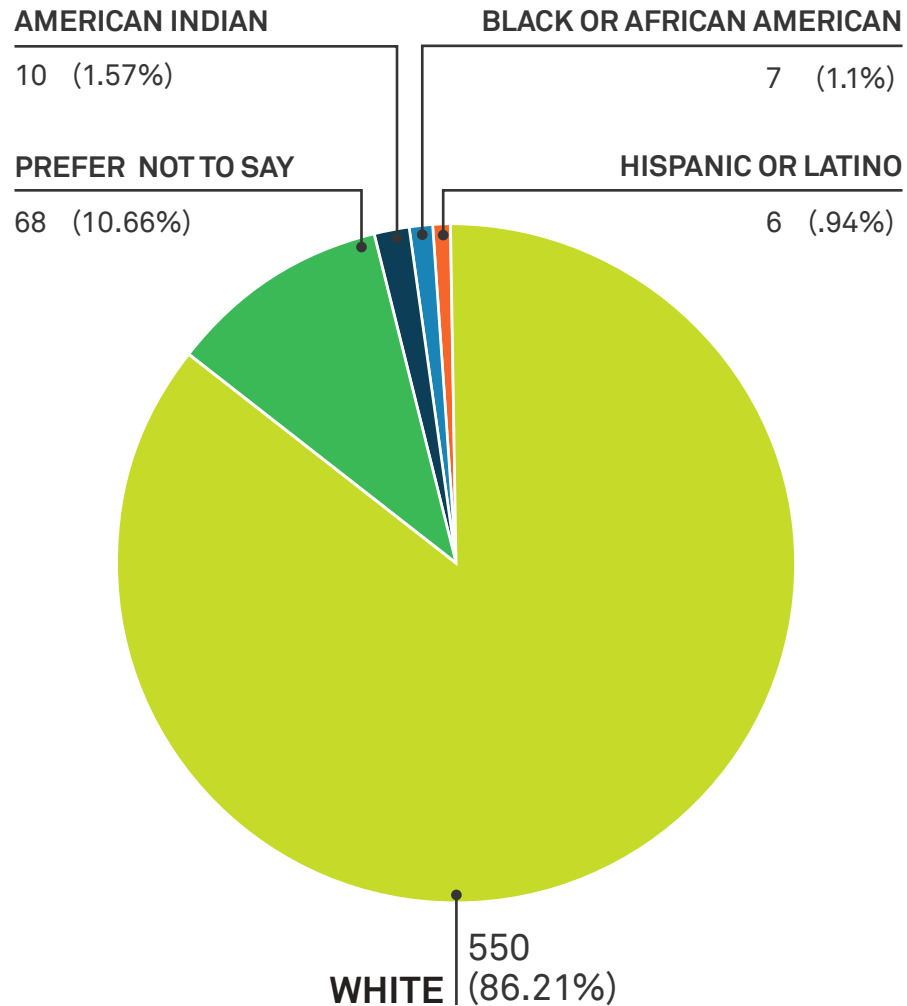


Figure 6.14 | Survey results - What is your ethnicity?

Responses: 638

6.2.4 What is your age?

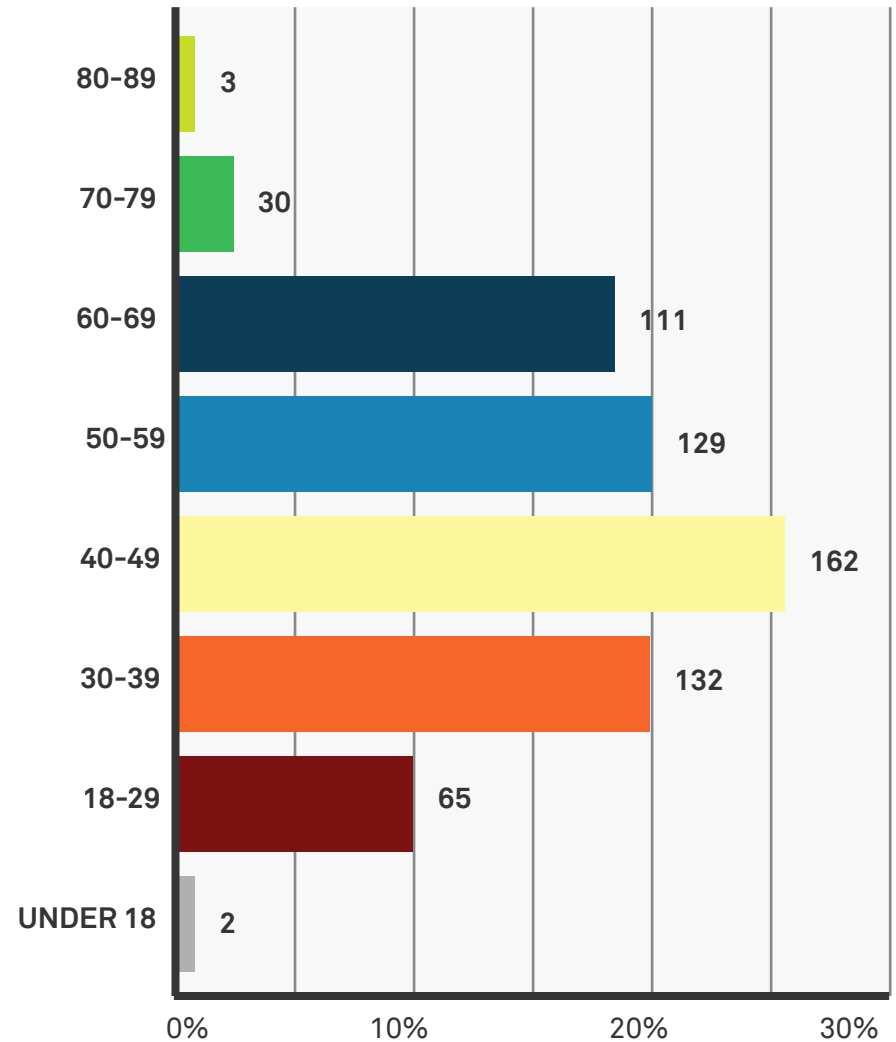


Figure 6.15 | Survey results - What is your age?

Responses: 634

6.3

Chronological Order of Marsh Park Development

6.2.6 Timeline provided by City of Fairfield

- 1956 - Dravo Corporation agreed to deed to City entire mining site at end of operation for recreational purposes.
- 1975 - Parks and Recreation Commission began negotiating with Dravo to lease portion of property for recreational purposes.
- 1978 - 17.814 acres leased to City for recreational purposes with restrictions.
- 1983 - Parks and Recreation Board appropriated \$5000 for master plan of facility, Woolpert Consultants hired for master plan study.
- 1983 - Parks and Recreation Board applied for Abandoned Mine Land Program Funds (AML) for development of 17.814 acre site.
- 1985 - ODNR advised Parks and Recreation Board that AML funds were not available.
- 1989 - Indiana University Leisure Research Institute's Needs Assessment Study recommended that steps be taken to open/operate the site.
- 1990 - The Parks and Recreation Board directed staff to explore options to opening the site, including passive nature area, unsupervised fishing lake, staff-operated fishing lake, or concession-operated fishing lake.
- 1991 - Parks and Recreation Board decided on Concession Operated Fishing Lake concept.
- 1992 - Lake Project Bid.
- Dravo questioned validity of existing (1978) lease agreement; lease renegotiated and the proposed amended lease agreement increases the City's site to 28.9 acres and maintenance strip.
- 1993 - Parks and Recreation Board agree to acceptance of 28.9 acres and meet with City Council.
- 1994 - Amendment to Lease signed; phase one of Fishing Lake Project re-bid (Bait House, Fence, and Parking Lot).
- 1995 - Dravo Basic Materials Company sold to Martin Marietta Aggregates.
- 1995 - OEPA Permit process slows construction of Bait House.
- Parks and Recreation Board petitioned by Friends of Thomas Marsh and re-name the facility Thomas O. Marsh Park.



- 1996 - Parks and Recreation Board's Concessions/Catering Contractor agrees to operate pay lake under current contract.
- Marsh Park opens to the public April 1, 1996.
- Grand Opening Ceremonies conducted May 4, 1996.
- Marsh Park improvements in 1996-2000 CIP include accessible fishing pier and ramping system.
- Parks and Recreation Board direct staff to pursue NatureWorks funding for 1997 park improvements.
- 1997 - Concessions Contractor reneges on Marsh Park operations contract and city begins self-operations of the fishing lake.
- 2005 – City purchases approximately 30 acres from Martin-Marietta Corporation along River Road (adjacent to the Great Miami River, along with an easement for bike/hike path connection to existing Marsh Park). The property was commonly referred to as Black Bottom Park.
- 2006-2010 – City pursues ODNR grants to provide waterway access to the Great Miami River, via the Black Bottom Park site. City is unsuccessful in acquiring grants.
- 2015 – City notified by Martin-Marietta of its intent to cease mining operations and convey property to City by late 2015 or mid-2016. City retains The Kleingers Group to begin preliminary grading plan and conceptual recreation programming plan.
- 2017 – Martin-Marietta conveys property to City in accordance to the 1956 agreement.





ORDINANCE NO. _____

ORDINANCE TO APPROVE AND ADOPT FAIRFIELD’S MARSH PARK
MASTER PLAN DATED SPRING, 2025.

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

Section 1. Fairfield’s Marsh Park Master Plan dated spring, 2025 is hereby approved and adopted in accordance with the plan on file in the office of the Clerk of Council.

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 - April 28, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Public Works

Subject:

Various Parks Playing Courts Rehabilitation Project – Construction Award / Appropriation

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks.

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

Recommendation:

It is recommended that City Council authorize an appropriation of \$240,000 from the Parks Development Fund.

Discussion:

This project is to renovate the existing courts at various parks. Improvements will vary based on need and will be completed through purchase orders for Prodigy and their subcontractors for the six different projects.

Oakwood Park (basketball and tennis) improvements will include acid etching existing surface new color coating of tennis and new line striping of both courts.

Winton Hills Park (basketball) will be limited to new striping and painting of poles and backboards.

Point Pleasant Park (basketball) will be limited to new striping and painting of poles and backboards.

Good Neighbors Park (basketball and tennis) will include new striping only for the basketball court. Tennis court improvements will be more extensive and include crack repair, new asphalt surface course, and fresh playing court coating. The tennis court area will be restriped for a single tennis court with ample paved area around the playing court.

Harbin Park (basketball) will include crack repair, new asphalt surface course, fresh playing court coating, and restriping. Project will also include painting of poles and backboards.

Harbin Park (tennis) will include crack repair, new asphalt surface course, fresh playing court coating, and restriping of the north court. Project will also include removal of the south court which is in much worse shape and is beyond what is recommended for rehabilitation.

At the conclusion of this project, the City will have 5 tennis courts in 4 different parks, all will be dual striped for pickleball.

Each of these projects will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with The Ohio Purchasing Council (TOP-C) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio. The Ohio Purchasing Council (TOP-C) was formed by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. Members of TOP-C include the City of Fairfield Local School District, the City of Hamilton Local School District, Lakota Local School District, Ross Local School District, and Middletown Local School District. Prodigy Building Solutions LLC, West Chester, Ohio has performed contractual work for all of the aforementioned entities. TOP-C Price Contract #2021-006-001B was used by Prodigy Building Solutions to provide the total cost.

Financial Impact:

\$240,000 (\$219,031 with \$20,969 for contingencies and other Public Works Department Need for Parks repairs and improvements) from the Park Development Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Agreement - 1 - Fairfield - Oakwood Park
2. Agreement - 2 - Fairfield - Winton Hills Park
3. Agreement - 3 - Fairfield - Point Pleasant Park
4. Agreement - 4 - Fairfield - Good Neighbors Park
5. Agreement - 5 - Fairfield - Harbin Basketball
6. Agreement - 6 - Fairfield - Harbin Tennis
7. PRODIGY BUILDING SOLUTIONS-ORD

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025

Job Name: Oakwood Maintenance

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Jobsite

Procurement Contract: The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Oakwood Park – 2 Juniper Court, Fairfield, OH 45014

Scope Overview

Oakwood Park

Tennis Court

- Remove and stockpile existing tennis net posts and nets
- Pressure clean, acid etch, scrape, and blow surface clean
- Repair approximately 1,100 linear feet of cracks with Dynabinder acrylic crack filler
- Apply 1 coat of concrete primer
- Apply 1 coat of acrylic resurfacer
- Apply 3 coats of acrylic color coating in 1 color
- Layout and stripe 1 tennis court with white lines and blue pickleball
- Reinstall stockpiled tennis net system

Basketball Court

- Pressure clean, acid etch, scrape, and blow surface clean
- Layout and stripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein



Payment Terms

The project cost is \$30,798.00 for services described in this Agreement. Customers agree to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025

Job Name: Winton Hills Court Maintenance

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Jobsite

Procurement Contract: The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Winton Hills Park – 625 Shearwater Drive, Fairfield, OH 45014

Scope Overview

Winton Hills Park

Basketball Court

- Pressure clean court to remove dirt and organic growth
- Layout and restripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$4,281.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.



IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

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3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.



*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Point Pleasant Court Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Point Pleasant Park – 2001 Resor Road, Fairfield, OH 45014

Scope Overview**Point Pleasant Park****Basketball Court**

- Pressure clean court to remove dirt and organic matter
- Layout and restripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$5,703.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.



IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.



*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Good Neighbors Court Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Good Neighbors Park – 960 Walter Avenue, Fairfield, OH 45014

Scope Overview**Good Neighbors Park****Basketball Court**

- Pressure clean court to remove dirt and organic matter
- Layout and restripe 1 basketball court with white lines
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboard

Tennis Court

- Remove 2 existing tennis structure systems and fill voids with compacted gravel
- Remove and stockpile 75 feet of 10-foot tall chain-link fencing
 - Cut off fencing posts approximately 4 inches above existing grade
- Install 1 new tennis structure system with center tie down
- Clean court and install stress absorbent membrane interlayment system to approximately 450 linear feet of cracks
- Furnish and install trackless tack coat at rate of 0.05 gallons per square yard
- Furnish, install, and compact 0.5-inch leveling course and 1.5-inch overlay with ODOT surface course Type 1 asphalt
- After manufacturers recommended cure time, apply 1 coat of rust inhibitor on all new pavement
- Apply 1 coat of acrylic resurfacer over the tennis court only, approximately 50% of the new pavement
- Apply 3 coats of acrylic color coating in 2 colors over the tennis court only, approximately 50% of the new pavement
- Stripe area for tennis with white lines and pickleball with blue lines
- Reinstall stockpiled fencing
- Topsoil, seed, and straw areas disturbed by construction

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included



- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$74,426.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025**Job Name:** Harbin Basketball Maintenance**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Harbin Park – 1300 Hunter Road, Fairfield, OH 45014

Scope Overview**Harbin Park****Basketball Court**

- Remove and stockpile existing backboards and rims
- Prep surface by scraping, using power brooms and forced air blowers
- Clean court and install stress absorbent membrane interlayment system to approximately 450 linear feet of cracks
- Furnish and install trackless tack coat at rate of 0.05 gallons per square yard
- Furnish, install, and compact 0.5-inch leveling course and 1.5-inch overlay with ODOT surface course Type 1 asphalt
- Layout and restripe basketball court with white lines
- Reinstall stockpiled rims with new mounting plates to adjust the height of the rims to be at 10 feet
- Sand and apply 1 coat of epoxy paint to the basketball hoop poles and front of the backboards

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$42,527.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.



IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
The City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: April 2, 2025

Job Name: Harbin Tennis Maintenance

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Jobsite

Procurement Contract: The Ohio Purchasing Council: Contract 2021-006-002B

PROPOSAL SCOPE OF WORK

Project Addresses

Harbin Park – 1300 Hunter Road, Fairfield, OH 45014

Scope Overview

Harbin Park

North Tennis Court Resurfacing

- Remove existing tennis structure systems and replace with a new system with a center tie down
- Clean court and install stress absorbent membrane interlayment system to approximately 540 linear feet of cracks
- Furnish and install trackless tack coat at rate of 0.05 gallons per square yard
- Furnish, install, and compact 0.5-inch leveling course and 1.5-inch overlay with ODOT surface course Type 1 asphalt
- After manufacturers recommended cure time, apply 1 coat of rust inhibitor
- Apply 1 coat of acrylic resurfacer
- Apply 3 coats of acrylic color coating in 2 colors
- Stripe area for tennis with white lines and pickleball with blue lines
- Install new net posts and net

South Tennis Court Removal

- Install temporary snow fence to separate walking path and the court being removed
- Remove and offsite disposal of the south court, net structures, and associated fencing
- Import topsoil, regrade, seed, and straw demolition area and disturbed by construction

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are not included
- Permits are not included
- Prevailing wages are not included
- All existing roadways and parking lots are assumed to be suitable for construction traffic
 - Any minor damage caused by Construction Activities will be restored by Contractor
 - Any failures in systems or wholesale issues, a change order may be issued
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein



Payment Terms

The project cost is \$61,296.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: The City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for The City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to The City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 12. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 13.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 14.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 15.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 16.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR THE PARKS
PLAYING COURTS REHABILITATION PROJECT AT VARIOUS CITY PARKS.

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 Prodigy Building Solutions, LLC for the Parks Playing Courts Rehabilitation Project at various City parks in accordance with the agreements 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 - April 28, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Public Works

Subject:

Safe Streets and Roads for All – Consultant Selection

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to enter into a contract with American Structurepoint, Inc. for the funding indicated in the financial impact section.

Discussion:

It is necessary for City Council to authorize the City Manager to execute a contract with American Structurepoint Inc. for performing a Safe Streets and Roads for All – Comprehensive Action Plan. Public Works advertised a request for proposals and received three proposals from qualified firms. Structurepoint was selected based on a quality based selection process

The City of Fairfield, Ohio was successful in receiving a Safe Streets for All (“SS4A”) Planning and Demonstration Grant in the amount of \$150,000 to develop a comprehensive safety action plan. Our city is committed to creating a safe and inclusive environment for all road users, and this grant opportunity perfectly aligns with our goals. With the funding from the SS4A grant, our aim is to formulate an action plan featuring well-defined projects and strategies aimed at preventing roadway fatalities and serious injuries within our city's boundaries.

The City of Fairfield is facing pressing roadway safety challenges that demand immediate attention. While our connectivity to major highways like Interstate 275, State Route 4, and US Route 127 offers convenient access to regional transportation networks, it also poses safety risks. The increased accessibility and traffic volume during peak travel times contribute to heightened congestion levels, amplifying the risk of crashes due to slower and erratic traffic flow. Moreover, the proximity of major highways attracts through-traffic and heavy commercial vehicles, which, due to their size, weight, and limited maneuverability, pose significant safety hazards. Analyzing data from the Fatality and Injury Reporting System Tool (FIRST) for the period of 2017 to 2021, we found 7 fatalities resulting from fatal crashes in the city, translating to a fatality rate of 3.12

per 100,000 population.

Furthermore, information from the Ohio Department of Transportation (ODOT) GIS Crash Analysis Tool (GCAT) underscores the urgency of the situation, revealing a total of 3,204 crashes reported in Fairfield between 2021 and 2023. Among these, 4 were fatal incidents, and 875 resulted in injuries, accounting for approximately 28% of all reported crashes.

Upon scrutinizing the crash statistics further, it was determined that 41% of the total crashes occurred along road segments. Moreover, a significant majority, accounting for 65% of the total crashes, were categorized as rear-end (34%), angle (17%), and sideswipe (14%) crashes, with the leading contributing factors being following too closely and failure to yield. A distressing total of 29 crashes, including 26 leading to injuries, involved vulnerable road users, such as pedestrians and cyclists.

This project is programmed in the 2025-2029 Capital Improvement plan under 5PW47 – SS4ALL – Engineering.

Financial Impact:

\$150,000.00 from the Street Fund with \$120,000.00 to be reimbursed from a federal grant through the Federal Highway Administration.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 2024.02248.CM.R0.CTR_City of Fairfield SS4A Plan_Cover Letter_Appendices_Scope and Fee
2. RE_ SS4A FY24 Grant Agreement -City of Fairfield - Permission to Proceed
3. 693JJ32540234 City of Fairfield_FE-Executed Agreement
4. AMERICAN STRUCTUREPOINT-ORD



March 11, 2025

City of Fairfield
Attention Mr. Nicholas Dill, PE
8870 N. Gilmore Road
Fairfield, Ohio 45014

Re: City of Fairfield SS4A Comprehensive Action Plan

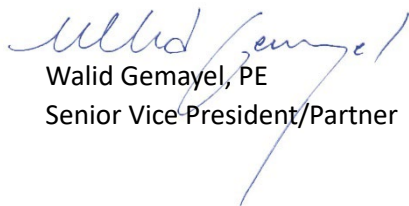
Dear Mr. Dill:

American Structurepoint, Inc. is excited to provide the following fee proposal for the services outlined in the attachment for the above-mentioned project in the City of Fairfield, Ohio. The total lump sum fee for completing the required tasks for this project is **\$150,000**. A detailed breakdown of compensation and schedule by tasks, is provided in the attachment for your review.

We sincerely appreciate the opportunity to collaborate with you on this project. Our team is fully prepared to commence work immediately upon receiving your written acceptance of this proposal. The receipt of an executed agreement will serve as our official notice to proceed.

Should you have any questions or require additional information, please do not hesitate to contact us at 513-407-8317. We look forward to working with you and contributing to the success of this project.

Very truly yours,
American Structurepoint, Inc.



Walid Gemayel, PE
Senior Vice-President/Partner



Gaurav Kashyap, PE, PTOE, RSP2I
Project Manager (Traffic Group)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

I. SS4A Safety Action Plan

The CONSULTANT shall assist the OWNER in preparing a Comprehensive Safety Action Plan (CSAP), also known as Vision Zero Plan (VZP) in accordance with the Safe Streets and Roads for All (SS4A) Grant Program Notice of Funding Opportunity (NOFO) 2024. This shall consist of the following tasks:

Task 1: Project Administration and Management

- a. Prepare a detailed work plan with key milestones, deadlines, and deliverables to ensure timely completion of action plan by September of 2025 and position the OWNER to apply for the Implementation Grant during 2026 NOFO.
- b. Provide monthly progress reports and invoices to ensure transparent financial tracking and clear status updates.
- c. Prepare agendas, minutes, and sign-in sheets for each meeting to ensure efficient coordination and accurate documentation of decisions.

Task 2: Planning Structure

- a. Coordinate with OWNER's staff to establish a multidisciplinary steering committee. The committee will guidance, facilitate decision-making, and ensure diverse perspectives are incorporated into the SS4A action.
- b. Schedule at least three (3) Steering Committee/Task Force meetings to discuss the:
 - 1) Purpose of this plan
 - 2) Committee's responsibility during the plan development and after the plan adoption
 - 3) Safety and equity analysis findings, and public input responses
 - 4) Implementation projects and strategies
- c. The primary mode of communication will be email, while phone calls, virtual meetings, and in-person meetings will be arranged, as necessary.

Task 3: Leadership Commitment and Goal Setting

- a. Coordinate with OWNER's staff to establish a target date for achieving zero fatalities and serious injury crashes or a reasonable reduction percentage.
- b. Collaborate with OWNER's staff to develop a resolution or policy that formally commits to the safety goals, aligning with regional standards.

Task 4: Stakeholder and Public Engagement

- a. Create a detailed stakeholder and public engagement plan to seek the community's input on the safety concerns of the existing roadway system. Information received from engagement and collaboration will be analyzed and incorporated into the Action Plan.
- b. Conduct public meetings, surveys, and workshops to ensure the study reflects the needs and priorities of the residents. Arrange up to one (1) public meeting, up to one (1) one-on-one

stakeholder meetings, and publish an online survey for public input on perceived dangerous intersections for motorists and pedestrians/bicyclists.

Task 5: Safety Analysis and Issue Identification

- a. Gather comprehensive data, including crash history, traffic volumes (Average Daily Traffic, Turning Movement Counts, Pedestrian and Bicycle Counts), speed metrics (both average and 85th percentile speeds), and detailed roadway geometry (such as roadway classification, travel lane types and numbers, shoulder and median characteristics, roadside features, curves, grades, and traffic control types). This data will source from traditional databases like ODOT's TIMS, GCAT, and TCDS, as well as from innovative sources such as Streetlight Data.
- b. Review the pertinent safety and traffic studies recently conducted with the OWNER's Thoroughfare Plan, Active Transportation Plan, Comprehensive Plan, and anticipated long-range transportation improvements identified in the OKI TIP. The available data, finding, and recommendations from these plans will be incorporated into the safety analysis.
- c. Conduct site-specific safety analyses to identify and prioritize high injury network/corridors and hotspot intersections using AASHTOWare Safety tool based on fatality and injury crash rate, traffic stress for active transportation, excessive speeding, and safe transit access.
- d. Implement the following four-step process to identify the hotspot intersections and high injury network (HIN):
 - Step-1: Preliminary data-driven analysis to identify crash clusters.
 - Step-2: Identify key crash trends.
 - Step-3: Sliding window analysis to identify high crash density (HIN) and weighted by crash severity.
 - Step-4: Hotspot Analysis to identify interactions with high crash density (Hotspot Intersections) and weighted by crash severity.
- e. Implement a risk-based prioritization process, utilizing a systemic approach to identify roadway segments or intersection characteristics that elevate crash risks. This method shall focus on selecting locations for safety treatments based on the presence of these risk factors. The prioritization will rely on a risk score, developed by aggregating key factors such as AADT, roadway configuration, posted speed limits, volume to capacity ratios, proximity to transit stops, presence of schools, and availability of pedestrian and bicycle infrastructure. The findings will be summarized by compiling a High-Risk Network (HRN) and a list of High-Risk Intersections (HRI) to guide targeted safety improvements.

Task 6: Transportation Equity Review

- a. Perform a comprehensive transportation equity review including:
 - 1) Analysis of the census tracts to identify Areas of Persistent Poverty and/or Historically Disadvantaged Communities.
 - 2) Analysis of systems, services, and processes that support safer "multimodal options, and amenities that are accessible to all populations.
 - 3) Develop and assess regional transportation indicators that measure transportation barriers in the City and/or potential structural inequalities that different population groups may face.

Task 7: Policies and Process Assessment

- a. Perform a comprehensive assessment of the OWNER's existing transportation safety policies, plans, guidelines, and standards. This analysis will focus on identifying gaps and provide actionable recommendations for revising existing policies or creating new ones to address identified deficiencies and elevate OWNER's commitment to transportation safety.

Task 8a: Projects and Strategies Selection

- a. Identify a comprehensive set of projects (up to 20 intersections and/or roadway segments) and strategies that address the prevailing safety problems based on data, available evidence, as well as stakeholder input, and equity considerations.
- b. Discuss these safety improvements with local engineers, police representatives, and local community leaders to seek input on the viability of short-term and long-term mitigations.
- c. Develop an Implementation Plan to prioritize projects and safety countermeasures (short-term, mid-term, and long-term timeframes). This will help the City create a list of priority projects that can be pursued for the SS4A Implementation Grants and other safety funding.

Task 8b: Planning Level Budgets and Funding Sources

- a. Develop planning-level budget for the proposed safety improvements. This budget will provide a high-level estimate of anticipated costs associated with the list of projects identified in **Task 8a**.
- b. Identify potential funding sources to support the proposed improvements, leveraging our extensive knowledge of local, state, and federal funding programs.

Task 9: Draft and Final Plan

- a. Prepare a Draft Action Plan to be reviewed by the City staff, and the Steering Committee members. This report will include graphical charts to illustrate the crash trends within the City, hotspot locations, contributing factors, and will be compliant with the SS4A requirements.
- b. Upon final review and consent by the Steering Committee, create a Final Plan report that is visually appealing and easy to comprehend for the policymakers and stakeholders.
- c. Create a crash dashboard to map available crash information, report key performance indicators (KPIs), and integrate the equity analysis results and public input from the online survey. This dashboard will also highlight the hotspot locations and high-injury network (HIN) locations throughout the City for public access.
- d. Develop a safety toolkit to graphically illustrate the safety countermeasures including the FHWA-proven countermeasures, all applicable systematic and systemic safety mitigations/improvements, and context-sensitive design solutions.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE OWNER:

The OWNER shall furnish the CONSULTANT with the following:

1. Form a Plan Advisory Steering Committee to oversee the development of a comprehensive safety action plan
2. Develop a safety goal and mission statement along with a timeline to address existing safety concerns
3. Provide available data and previous studies from the transportation planning process; including but not limited to traffic count data, crash data, and environmental justice data
4. Provide access to enter public streets and intersections as required for the CONSULTANT to perform work under this Contract
5. Access to current aerial imagery, zoning ordinances, access management guidelines and transportation policies, construction standards etc.
6. An OWNER representative with decision-making authority for inquiries
7. Provide existing transportation data
8. Public outreach and engagement with the general public including public information meetings and outreach at community events
9. Review and approve the final action plan and implementation

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives written notice to proceed from the OWNER.

All work by the CONSULTANT under this Contract shall be completed and delivered to the OWNER for review and approval within the approximate time periods shown in the following submission schedule:

Tasks	Start Date	Duration (Workdays)	End Date
Project Kick-off Meeting	15-April-25	-	15-April-25
Leadership Commitment & Goal Setting	16-April-25	10	30-April-25
Public Engagement & Collaboration	1-May-25	30	12-Jun-25
Data Collection (Obtain historic crash data, traffic data, and GIS shapefiles)	1-May-25	15	21-May-25
Safety Analysis & Issue Identification	22-May-25	20	18-June-25
Equity Considerations	19-June-25	10	02-July-25
Policies & Process Assessment	03-July-25	15	23-July-25
Project and Strategies Identification	24-July-25	15	13-Aug-25
Prepare Planning Level Budgets and Identify Funding Sources	14-Aug-25	15	03-Sept-25
Safety Action Plan Report	14-Aug-25	20	11-Sept-25

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall be compensated for the aforementioned services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$150,000 unless approved in writing by the OWNER. Below is a breakdown on fees for each task as identified in "Appendix A"
 - a) Task 1 = \$15,000
 - b) Task 2 = \$5,000
 - c) Task 3 = \$3,500
 - d) Task 4 = \$10,500
 - e) Task 5 = \$45,000
 - f) Task 6 = \$6,500
 - g) Task 7 = \$6,500
 - h) Tasks 8a + 8b = \$30,000
 - i) Task 9 = \$28,000
2. The CONSULTANT shall not be paid for any service performed by the OWNER or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the OWNER.

The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this APPENDIX, percentage completed, and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in APPENDIX "A," agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the OWNER, payments covering the work performed shall be due and payable to the CONSULTANT.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with the Agreement between the OWNER and CONSULTANT.

From: [Hughes, Mason \(FHWA\)](#)
To: [Ben Mann](#)
Cc: [Lowry, Sara \(FHWA\)](#); [Nicholas Dill](#); [Stephens, Mark \(FHWA\)](#); [Brito, Yamile \(FHWA\)](#)
Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield
Date: Tuesday, February 25, 2025 3:30:46 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)

This is the first email you've received from this external sender.

Do not click links or open attachments unless it is an email you expected to receive.

Hi Ben,

Thank you for checking with us on this. I'll be the FHWA point-of-contact for this project post-grant agreement execution, which Yamile has gotten you to. You are free to proceed with your selected consultant.

Feel free to reach out to me if you have any questions.

Thank you,

Mason Hughes

U.S. DOT | FHWA Ohio Division
Safety Program Manager

Subject: FW: SS4A FY24 Grant Agreement -City of Fairfield

From: Ben Mann <bmann@fairfield-city.org>
Sent: Tuesday, February 25, 2025 11:43 AM
To: Gaug, Anna CTR (FHWA) <anna.gaug.ctr@dot.gov>; Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Cc: Parker, Stephen (FHWA) <stephen.parker@dot.gov>; FHWA, Ohio (FHWA) <Ohio.FHWA@dot.gov>; Santamaria, Hector (FHWA) <Hector.Santamaria@dot.gov>; Nicholas Dill <NDill@fairfield-city.org>
Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Yamile

The City of Fairfield has completed our advertisement for proposals on our City website and received three proposals from qualified firms.

We have reviewed the proposals and selected the consultant we would like to move forward with engaging.

We wanted to verify with FHWA that it is okay to move forward before we put a consultant under contract.

Please let me know if you think it is appropriate to schedule a call or virtual meeting at your convenience.

Thanks.

Ben Mann, PE, MPA

Public Works Director

City of Fairfield, Ohio 45014

8870 North Gilmore Road

513-867-4213



www.fairfieldoh.gov



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From: Gaug, Anna CTR (FHWA) <anna.gaug.ctr@dot.gov>

Sent: Monday, December 2, 2024 3:30 PM

To: Brito, Yamile (FHWA) <yamile.brito@dot.gov>; Ben Mann <bmenn@fairfield-city.org>

Cc: Parker, Stephen (FHWA) <stephen.parker@dot.gov>; FHWA, Ohio (FHWA) <Ohio.FHWA@dot.gov>; Santamaria, Hector (FHWA) <Hector.Santamaria@dot.gov>

Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

The agreement officer has signed the grant agreement so it is now fully executed. Please see attached for your records and let me know if you have any further questions.

Warmest regards,

Anna Gaug | Grants Management Analyst
Jefferson Consulting Group
Assistance Agreements Division
Federal Highway Administration
anna.gaug.ctr@dot.gov

Please take a moment to complete our brief customer survey available [here](#). Your response is anonymous and will help us assess the quality of our support to your program.

From: Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Sent: Monday, November 25, 2024 10:31 AM
To: Gaug, Anna CTR (FHWA) <anna.gaug.ctr@dot.gov>
Cc: Parker, Stephen (FHWA) <stephen.parker@dot.gov>
Subject: FW: SS4A FY24 Grant Agreement -City of Fairfield

Hi Anna, happy Monday.

Please see attached for final execution.

Yamile Brito | Program Management Analyst | Grants Coordinator
FHWA Ohio Division
Bricker Federal Building , Suite 328
200 N. High Street
Columbus, OH 43215
O: 614-280-6823

From: Ben Mann <bmenn@fairfield-city.org>
Sent: Monday, November 25, 2024 10:52 AM
To: Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Cc: Garczewski, Ron (FHWA) <Ron.Garczewski@dot.gov>; Nicholas Dill <NDill@fairfield-city.org>
Subject: RE: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Yamile

Attached is the signed by the City copy of the agreement.

Let me know if you need a hard copy or anything else.

Thanks.

Ben Mann, PE, MPA
Public Works Director
City of Fairfield, Ohio 45014
8870 North Gilmore Road
513-867-4213



www.fairfieldoh.gov



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From: Brito, Yamile (FHWA) <yamile.brito@dot.gov>
Sent: Tuesday, November 19, 2024 1:59 PM
To: Ben Mann <bmenn@fairfield-city.org>
Cc: Garczewski, Ron (FHWA) <Ron.Garczewski@dot.gov>
Subject: SS4A FY24 Grant Agreement -City of Fairfield

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon Ben!

Please see attached grant agreement ready for signature. Please sign and return to us for final execution. Congratulations.

Kindly,
Yamile

Yamile Brito I Program Management Analyst I Grants Coordinator

FHWA Ohio Division
Bricker Federal Building , Suite 328
200 N. High Street
Columbus, OH 43215
O: 614-280-6823

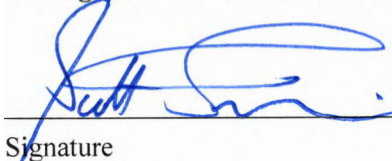
1. **Federal Award No.**
693JJ32540234
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Fairfield
5350 Pleasant Avenue
Fairfield Ohio 45014

Unique Entity Id.: F5T8JH8AHWM5
TIN No.: 31-6006598
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – December 31,2026
7. **Total Amount**
Federal Share: \$120,000
Recipient Share: \$30,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$150,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSA240732PR
11. **Federal Funds Obligated**
\$120,000
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**

15X0174E50.0000.055SR30500.5592000000.4101
0.61006600
14. **Description of the Project** The project will develop an action plan comprising clearly outlined projects and strategies designed to mitigate roadway fatalities and severe injuries. This action plan will align with the city’s goals of fostering a safer and more inclusive environment for all road users.

RECIPIENT

15. **Signature of Person Authorized to Sign**



Signature Date

Name: Scott Timmer

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. **Signature of Agreement Officer**

HECTOR RAMON
SANTAMARIA
Digitally signed by HECTOR
RAMON SANTAMARIA
Date: 2024.12.02 12:32:59
-05'00'

Signature Date

Name: Hector Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Fairfield, Ohio; a municipal corporation (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Fairfield Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Fairfield Comprehensive Safety Action Plan

Application Date: 3-14-2024

2.2 Award Amount.

SS4A Grant Amount: \$120,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase.

The City of Fairfield, Ohio will develop a comprehensive safety action plan. Our city is committed to creating a safe and inclusive environment for all road users. With the funding from the SS4A grant, our aim is to formulate an action plan featuring well-defined projects and strategies aimed at preventing roadway fatalities and serious injuries within our city's boundaries.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	November 1, 2026
Planned SS4A Final Report Date:	December 31, 2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$120,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$30,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$150,000

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Ben Mann
Public Works Director
City of Fairfield
8870 North Gilmore Road
513-867-4213
bmann@fairfield-city.org

4.2 Recipient Key Personnel.

Name	Title or Position
Nick Dill	City Engineer
Scott Timmer	City Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.

Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Ohio
Agreement Officer's Representative (AOR)
200 N. High Street – Bricker Federal Building, Suite 328
Columbus, OH 43215
614-280-6896
Ohio.FHWA@dot.gov

and

Yamile Brito
Ohio Division Office Lead Point of Contact
Program Management Analyst
200 N. High Street – Bricker Federal Building, Suite 328 – Columbus OH 43215
614-280-6823
yamile.brito@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fairfield corporate boundary

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: Not applicable

Schedule: Not applicable

Budget: Not applicable

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Fairfield’s commitment to equal employment opportunities is detailed on our City website: [Notice of Non-Discrimination | Fairfield, OH \(fairfield-city.org\)](#) [Data USA](#): Demographic information shows that the City of Fairfield, Ohio is 63% white, 17% black, 7% Hispanic, etc.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

x	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City of Fairfield is developing a plan to ensure that Fairfield is maximizing its resources in a way that provides efficiency in city operations now and in the future. The plan, 'Fairfield Sustains', will serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the city, and will be a catalyst for quality of life improvements for all residents. Among other things, the plan will look at energy usage in the community, open space preservation, resource protection, and economic sustainability initiatives.

[Fairfield Sustains | Fairfield, OH \(fairfield-city.org\)](https://fairfield-city.org)

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

x	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The planning grant will not require the City to hire new personnel. The City intends to engage a qualified consultant.

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

Not applicable.

**ATTACHMENT G
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.

1

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AMERICAN STRUCTUREPOINT, INC. FOR DEVELOPMENT OF THE SAFE STREETS AND ROADS FOR ALL COMPREHENSIVE ACTION PLAN.

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 American Structurepoint, Inc. for development of the Safe Streets and Roads for All Comprehensive Action Plan in accordance with the proposal 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 - April 28, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Public Works

Subject:

Resolution In Support of State Issue 2
Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot

Legislation Title:

Resolution in support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot.

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

Recommendation:

Staff recommends that Council pass a resolution that the City of Fairfield, a municipal corporation, joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Discussion:

Not applicable

Financial Impact:

Not applicable

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Completed OPWC Projects - Total Disbursements
2. City of Fairfield OPWC Support Resolution - Yes on Issue 2
3. STATE ISSUE 2-RES

<u>CJ12Z</u>	36
<u>CJ24Z</u>	36
<u>DJAA01</u>	37
<u>CJ17Y</u>	35
<u>CJ01E</u>	15
<u>CJ04R</u>	28
<u>CJ02F / CJ</u>	16
<u>CJ021</u>	10
<u>CJ102</u>	1
<u>CJ14C</u>	13
<u>CJ17U</u>	31
<u>CJ17T</u>	30
<u>CJ27V</u>	32
<u>CJ25X</u>	34
<u>CJ603</u>	6
<u>CJ507</u>	5
<u>CJ406</u>	4
<u>CJ305</u>	3
<u>CJ723</u>	7
<u>CJ720</u>	7
<u>CJ913</u>	9
<u>CJF01</u>	8
<u>CJE03</u>	7
<u>CJE02</u>	7
<u>CJB02</u>	3
<u>CJK08</u>	13
<u>CJJ11</u>	12
<u>CJJ02</u>	12
<u>CJI03</u>	11
<u>CJF14</u>	8
<u>CJP01</u>	18
<u>CJL11</u>	14
<u>CJT05</u>	22
<u>CJT04</u>	22
<u>CJS02</u>	21
<u>CJR06</u>	20
<u>CJQ02</u>	19
<u>CJQ01</u>	19
<u>CJW01</u>	25
<u>CJV12</u>	24
<u>CJU01</u>	23
<u>CJZ07</u>	28
<u>CJX11</u>	26
<u>CJX05</u>	26

<u>DJS03</u>	29
<u>CU22G</u>	17
<u>DJX05</u>	34
<u>DJV10</u>	32

South Route 4 Improvements
Pleasant Avenue BUT-127-(0.32) (0.79) Intersection Improvements
Nilles, Old Gilmore, Augusta, Et Al. Improvements
Multiple Streets Improvements
Symmes Road Widening: Bypass 4 To Seward
Winton-Seward-Ross
Muhlhauser Road Reconstruction
Port Union Road Widening
Storm Water
Winton and Holiday Storm Sewer
North Gilmore Road Improvements
Symmes Road and Seward Road Improvements
River-Gray Roundabout
2021 Street Improvement Program
Winton Road Bridge
Mack-Ross Intersection Improvements
Dixie-Mack-Muhlhauser Improv
Bobmeyer Road
Ross Road
Winton Road Ditch
Mack Road - Phases III and IV
Seward Road Bridge Replacement
Ross Road Realignment
Pleasant Avenue Upgrade
Pleasant & Symmes Inter Improv
Eastpointe Drive Road Construction
Gray at Polo Springs/Whitehall Meadow
Gray at Mill/Winton Intersection Improvement
Port Union/Gilmore/Holden Improvements
River Road Widening
Winton/Resor Intersection Improvement
Winton Road Bridge Replacement
S. Gilmore Road Widening - Mack To Kolb
River Road Bridge #00.722 Replacement
Lesaint Drive Reconstruction
S.Gilmore and Mack Intersection Improvement
Pleasant Ave/John Gray Road Intersection
Gray Road Improvements
I-275 Winton Rd Gilmore Rd Corridor
Resor Rd Improvements
Bypass 4 Widening -SR 4 To Symmes Road
Ross - Kenn Road Improvements
Seward Road Widening
River Road Improvements

Nilles Road – Gray Road Improvements
River Road Stabilization
Boymel Drive Improvements
2018 Bridge Rehabilitation

City of Fairfield	Butler	Road	Completed
City of Fairfield	Butler	Road	Completed
City of Fairfield	Butler	Road	Completed
City of Fairfield	Butler	Bridge/Culvert	Completed

\$	600,000
\$	300,000
\$	950,000
\$	785,000
\$	622,669
\$	742,147
\$	1,479,951
\$	1,046,400
\$	442,033
\$	150,000
\$	750,000
\$	619,697
\$	355,036
\$	700,000
\$	204,244
\$	224,000
\$	523,489
\$	1,308,500
\$	280,000
\$	150,482
\$	594,400
\$	275,964
\$	608,800
\$	480,000
\$	262,800
\$	252,360
\$	167,680
\$	75,200
\$	886,022
\$	592,600
\$	381,407
\$	280,758
\$	179,892
\$	347,497
\$	278,961
\$	580,344
\$	159,000
\$	141,100
\$	749,241
\$	350,000
\$	1,243,734
\$	88,495
\$	606,293
\$	807,833

\$	538,621
\$	131,300
\$	153,089
\$	275,000
\$	23,722,039

City of Fairfield Resolution

SUPPORT FOR VOTERS SAYING YES ON ISSUE 2

Resolution In Support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot

Council Agenda for April 14, 2025

Whereas the State Capital Improvement Program (SCIP) is a state-local government partnership program that funds local infrastructure projects in communities across Ohio;

Whereas the program has, for nearly 40 years, provided over \$7 billion for improvements to keep Ohio's roads and bridges safe and in good condition for residents, first responders, and all motorists traveling on Ohio roadways, and to improve local wastewater treatment, water supply, and stormwater infrastructure in all 88 Ohio counties;

Whereas, the SCIP provides essential grants, loans, and loan assistance to local governments;

Whereas the renewal of the SCIP will not raise taxes for Ohioans and the renewal is critical to prevent a gap in infrastructure investment, as the current authorization is set to sunset July 1, 2025;

Whereas funding for the State Capital Improvement Program relies on an amendment to Ohio's Constitution about every ten years, and has been overwhelmingly approved by voters three times since its creation in 1987;

Whereas, the City of Fairfield has benefitted from SCIP, receiving over twenty-three million dollars in grant funds for nearly fifty road infrastructure projects, which have significantly improved the quality of life and safety for City residents;

Whereas infrastructure investment encourages economic development, creates and maintains business, contributes to public health and safety, creates construction jobs and helps keep Ohio competitive; and

Now therefore be it resolved that the City of Fairfield, a municipal corporation, joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Adopted this 14th day of April, 2025.

RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF STATE ISSUE 2 RENEWAL OF THE
STATE CAPITAL IMPROVEMENT PROGRAM ON THE MAY 6, 2025
STATEWIDE BALLOT.

WHEREAS, the State Capital Improvement Program (SCIP) is a state-local government partnership program that funds local infrastructure projects in communities across Ohio;

WHEREAS, the program has, for nearly 40 years, provided over \$7 billion for improvements to keep Ohio's roads and bridges safe and in good condition for residents, first responders, and all motorists traveling on Ohio roadways, and to improve local wastewater treatment, water supply and stormwater infrastructure in all 88 Ohio counties;

WHEREAS, the SCIP provides essential grants, loans and loan assistance to local governments;

WHEREAS, the renewal of the SCIP will not raise taxes for Ohioans and the renewal is critical to prevent a gap in infrastructure investment, as the current authorization is set to sunset July 1, 2025;

WHEREAS, funding for the State Capital Improvement Program relies on an amendment to Ohio's Constitution about every ten years, and has been overwhelming approved by voters three times since its creation in 1987;

WHEREAS, the City of Fairfield has benefited from SCIP, receiving over twenty-three million dollars in grant funds for nearly fifty road infrastructure projects, which have significantly improved the quality of life and safety for City residents;

WHEREAS, infrastructure investment encourages economic development, creates and maintains business, contributes to public health and safety, creates construction jobs and helps keep Ohio competitive; and

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

Section 1. The City of Fairfield, an Ohio municipal corporation joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

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

Passed	_____	_____
		Mayor's Approval

Posted	_____
--------	-------

First Reading	_____	Rules Suspended	_____
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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\STATE ISSUE 2-RES



**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

2025 Summer Schedule

Legislation Title:

Simple Motion: Motion to approve the 2025 Summer Meeting Schedule for City Council Meetings to meet only the second Monday of each month of June, July and August, with no meetings held on the fourth Monday of each month of June, July and August.

Recommendation:

It is recommended that Council, via simple motion, approve the summer meeting schedule for 2025.

Discussion:

Each year, Council meets on only the second Monday of each month of June, July and August for a summer schedule. No meetings are held on the fourth Monday of each month of June, July and August. For 2025, the summer schedule regular meeting dates and times will be:

Monday, June 9, 2025 at 7:00 PM

Monday, July 14, 2025 at 7:00 PM

Monday, August 11, 2025 at 7:00 PM

Council-Manager Briefings will be scheduled on these meeting dates if the need arises.

Financial Impact:

None.

Emergency Provision:

NA

Rule Suspension Requested:

NA

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

Council Assignment to Sustainability Commission

Legislation Title:

Simple Motion: Motion to appoint Councilmember Gwen Brill as the Council Representative to the Sustainability Commission.

Recommendation:

It is recommended that City Council appoint Councilmember Gwen Brill to serve as the Council Representative to the Sustainability Commission.

Discussion:

The Sustainability Commission was created by City Council on April 14, 2025. The membership of the commission includes one member of City Council, to be appointed by the majority vote of City Council. The appointed member will serve at the pleasure of City Council and can be removed by a majority vote, without cause.

Financial Impact:

None

Emergency Provision:

NA

Rule Suspension Requested:

NA

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 28, 2025**

Submitted by: Nathaniel Kaelin, Economic Development Manager
Department: Development Services

Subject:

CRA Tax Abatement for Ryan Fireprotection

Legislation Title:

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Ryan Fireprotection of Ohio, LLC to construct a new building to be located on Union Centre Boulevard, and declaring an emergency.

- 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 pass as an emergency.

Discussion:

Ryan Fireprotection, a private company headquartered in Indianapolis, Indiana is a commercial fire protection firm specializing in fire extinguishers, sprinkler systems, and various other fire protection products. The company has plans to expand services in the Ohio market and desires to construct a new 30,000 square foot facility at 5200 Union Centre Boulevard, an undeveloped site near Seward Road. The new facility would house engineers, fabricators, project managers, technicians, and back-office support roles.

Should this project proceed, the total building investment is estimated at \$8 million. The company also estimates investment of \$275,000 in new machinery and equipment. Ryan Fireprotection will relocate 47 employees from an existing facility in Sycamore Township (Hamilton County) and will create at least 15 new full-time jobs within three years of completion of construction. Anticipated total future payroll is expected to exceed approximately \$5.15 million annually.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 6-year, 65% property tax incentive on the assessed value of the new building. The second agreement is a multi-party School Compensation Agreement. Ryan Fireprotection has

agreed to compensate the Fairfield City School District and Butler Tech annually, in compliance with the City's Tax Incentive Guidelines. The Board of Education of the Fairfield City School District approved the agreement at its meeting on April 10, 2025.

Financial Impact:

Ryan Fireprotection is planning to construct a new 30,000 square foot building that will increase income and property tax revenue and create new jobs in the City of Fairfield.

Emergency Provision:

Yes - Emergency approval is recommended to ensure the project can proceed on schedule.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CRA Agreement - Ryan Fire - April 2025
2. CRA Application - Ryan Fire
3. School Comp Agreement - Ryan Fire - April 2025
4. RYAN FIREPROTECTION-COMMUNITY REINVESTMENT-ORD

**COMMUNITY REINVESTMENT AREA AGREEMENT
(Ryan Fireprotection)**

This Community Reinvestment Area Agreement (“Agreement”) is made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “City”), and Ryan Fireprotection of Ohio LLC, an Ohio limited liability corporation with offices located at 9740 East 148th Street, Noblesville, Indiana 46060, (hereinafter referred to as “Ryan”).

WITNESSETH;

WHEREAS, City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the City of Fairfield Community Reinvestment Area; and

WHEREAS, Ryan plans to acquire approximately 5.9 acres located at 5200 Union Centre Boulevard in Fairfield, Ohio identified as Tax Parcel _____ as more fully described on Exhibit A attached hereto and as shown on Exhibit A-1 (“Project Site”). Ryan plans to erect an approximately 30,000 square feet building at the Project Site to expand the business operations of Ryan (hereinafter referred to as the “Project”) and to begin construction in the Spring of 2025, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Fairfield City Council (the “City Council”) by Ordinance No. 173-95 adopted November 27, 1995, created the “City of Fairfield Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code (the “Original Area”) and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (the “Additional Area”) (the Original Area and the Additional Area are collectively hereinafter referred to as the “CRA Area”) and designated the CRA Area the “City of Fairfield, Ohio Community Reinvestment Area”; and

WHEREAS, effective June 5, 2008, the Director of the Department of Development of the State of Ohio determined and certified that the aforementioned CRA Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed the CRA Area as a “Community Reinvestment Area” pursuant to that Section 3735.66; and

WHEREAS, City, having the appropriate authority to offer development incentives for the above-stated Project, desires to provide Ryan with incentives as set forth herein to support development of the Project on the Project Site which are available for the development of the Project in said City of Fairfield Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the City, subject to the terms of this Agreement, has agreed to provide Ryan with a Six (6) year, 65% real property tax exemption applicable to the construction of the building (collectively, the “Exemption”)

WHEREAS, Ryan has submitted the agreement application attached hereto as Exhibit B (the “Application”); and

WHEREAS, the Development Services Director of Fairfield, the duly appointed Housing Officer pursuant to ORC 3735.65 has reviewed and investigated the Application and has recommended the approval of same to the City Council of Fairfield on the basis that Ryan is qualified by financial responsibility and business experience to create and preserve employment opportunities in said City of Fairfield Community Reinvestment Area and improve the economic climate of the City of Fairfield; and

WHEREAS, the Project Site is located in the Fairfield City School District (the “School District”), and the Board of Education of the School District and the Board of Education of Butler Tech have been notified in accordance with R.C. Sections 3735.67, 3735.671 and 5709.83, or such notice has been waived, and have been given a copy of this Agreement and the Application; and

WHEREAS, Ryan, in exchange for receiving the Exemption, has agreed to make (i) an annual payment to the School District in the amount of thirty-two percent (32%) of the value of the Exemption received by Ryan for the preceding tax year, and (ii) an annual payment to Butler Tech in the amount estimated at the time this agreement is executed to equal one percent (1%) of the value of the Exemptions to be received by Ryan annually (collectively, the “School District PILOT Payments”), in accordance with the School Compensation Agreement; and

WHEREAS, the Project includes the relocation of Ryan’s operations to the City from Sycamore Township, Hamilton County, Ohio (“Sycamore Township”), the Board of Trustees of Sycamore Township and the Director of the Ohio Department of Development have been notified in accordance with R.C. Section 3735.673 and have been given a copy of this Agreement and the Application; and

WHEREAS, as required by Ohio Revised Code Section 3735.671(A), the Board of Education of the School District, pursuant to Resolution No. _____, adopted on _____, 2025 has approved this Agreement and the Exemption granted herein; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67 (A), and in conformance with the format required under Section 3735.671 (B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein incorporate and agree to the foregoing premises and further agree as follows:

1. Ryan shall construct the Project being an approximately 30,000 square foot building on the Project Site and complete other site improvements to house the business operations of Ryan. The total cost for construction of the Project will be approximately Eight Million Dollars (\$8,000,000.00). The construction of the Project

will begin on or after June 1, 2025 and all construction and installation shall be completed by December 31, 2026. At the time of execution of this Agreement, there are no buildings and no machinery, equipment, furniture, fixtures or inventory of Ryan at the Project Site. As part of the Project, Ryan may relocate select machinery, equipment, furniture, fixtures, and/or inventory used prior to the execution of this Agreement in Sycamore Township, another political subdivision in the State of Ohio. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions.

2. Ryan will relocate and maintain in the City forty-seven (47) existing full time equivalent employees from 7225 and 7230 Edington Drive, Cincinnati, Ohio 45249 in Sycamore Township. The annual payroll of the relocated/retained employees is estimated to be \$4,024,822. Additionally, Ryan will create fifteen (15) new full time equivalent employees within a time period not exceeding thirty-six (36) months after completion of the construction of the Project, and will maintain these employees for the remainder of the term of this Agreement.
3. Ryan shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.
4. City hereby grants Ryan a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Ohio Revised Code for the following number of years and percentages:

<u>Years of Tax Exemption</u>	<u>Tax Exemption Amount (Percentage)</u>
6 years	65%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2033 (for tax year 2032).

5. Ryan, as part of this agreement, and as authorized in Section 3735.671 (A)(2)(c), shall enter into a Community Reinvestment Area Compensation Agreement with the Fairfield City School District and the Butler Technology and Career Development Schools providing for annual cash payments for each year it receives the above mentioned exemption.
6. Ryan shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If Ryan fails to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for

which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the CRA designation expires, the Director of the ODOD revokes certification of the Area or City revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Ryan materially fails to fulfill its obligations under this agreement and City terminates or modifies the exemptions from taxation pursuant to this agreement.
9. If Ryan materially fails to fulfill any of their obligations under this agreement or if City determines that the certification as to delinquent taxes required by this agreement is fraudulent, City may terminate or modify the exemptions from taxation granted under this agreement. City may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. Ryan hereby certifies that at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, Ryan currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Ryan. For the purposes of the certification, delinquent taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the revised code governing payment of those taxes.
11. Ryan and City acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Fairfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
12. City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Ryan is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis or race, religion, disability, color, national origin, or ancestry.
13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Ryan or any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised

Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.

14. This Agreement is not transferable or assignable without the express written approval of City.
15. Ryan affirmatively covenants that they have made no false statements to the State or City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of Ryan has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, Ryan shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).
16. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____ has caused this instrument to be executed this _____ day of _____, 2025, and Ryan Fireprotection of Ohio LLC by Kevin Ryan, its President, has caused this instrument to be executed this _____ day of _____, 2025.

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

RYAN FIREPROTECTION OF OHIO LLC

By _____
Kevin Ryan, President

Approved as to form:

John H. Clemmons
Fairfield City Law Director

Approved as to content:

Greg Kathman
Fairfield Development Services Director

Exhibit A

Legal Description of Project Site

Legal Description: 5.8953 Acres

Situated in Section 16, Town 2, Range 2, land between the Miami Rivers, City of Fairfield, Butler County, State of Ohio, and being part of Lot #7306 in the City of Fairfield and part of 117.997 acre tract conveyed to Hoffman Schumacher Farm, LLC by deed dated July 15th, 1998 as recorded in Official Record 6248, Page 1342 of the Butler County Recorder's Office and Survey Record Volume 35, Plat No. 33 of the Butler County Engineer's Record of Land Surveys and being more particularly described as follows:

Beginning at the point in the North line of Part Lot 7306, thence with the said North line of Part Lot 7306 the following three (3) courses and distances:

- 1) South 51° 12' 05" East, 178.85 feet to a set iron pin;
- 2) South 50° 49' 36" East, 98.39 feet;
- 3) South 60° 16' 26" East, 4.67 feet to a found iron pin;

Thence departing the said North line of Part Lot 7306 with the East line of Part Lot 7306, South 05° 12' 52" West, 397.95 feet to a found iron pin and the existing North right-of-way line of Union Centre Boulevard;

thence departing the said East line of Part Lot 7306 with the said existing North right-of-way line of Union Centre Boulevard the following six (6) courses and distances:

- 1) North 78° 18' 25" West, 146.74 feet to a found iron pin;
- 2) North 73° 03' 49" West, 201.87 feet to a set iron pin;
- 3) North 74° 43' 53" West, 202.02 feet to a found iron pin;
- 4) North 77° 53' 33" West, 151.32 feet to a set iron pin;
- 5) North 77° 34' 50" West, 277.37 feet to a set iron pin;
- 6) North 80° 44' 03" West, 63.82 feet to found iron pin;

thence departing the existing North right-of-way line of Union Centre Boulevard with the South and East line of a tract of land conveyed to NP Seward Road, LLC and recorded in Official Record 8972, Page 105 the following eight (8) courses and distances:

- 1) (L1) North 05° 14' 12" East, passing a found iron pin at 24.15 feet, for a total distance of 34.85 feet to a point;

- 2) South 80° 38' 31" East, 181.59 feet to a point witnessed by a found iron pin
(L5) North 9° 21' 29" East, 10.00 feet;
- 3) South 87° 33' 23" East, 178.94 feet to a point witnessed by a found iron pin
(L6) North 20° 07' 47" West, 10.00 feet;
- 4) (L2) North 69° 52' 13" East, 25.93 feet to a point witnessed by a found iron pin
(L7) North 19° 49' 06" West, 15.00 feet;
- 5) (L3) North 26° 27' 25" East, 48.52 feet to a point witnessed by a found iron pin
(L8) North 45° 07' 20" West, 10.00 feet;
- 6) (L4) North 44° 52' 40" East, 67.79 feet to a point witnessed by a found iron pin
(L9) North 28° 07' 22" West, 10.00 feet;
- 7) North 61° 52' 38" East, 240.49 feet to a point witnessed by a found iron pin
(L10) North 28° 07' 22" West, 10.00 feet;
- 8) North 54° 03' 46" East, 201.25 feet to a point the point of beginning, said point being in
the North line of Part Lot 7306 and witnessed by a found iron pin
(L11) South 51° 12' 05" East, 10.00 feet;

The above-described tract of land contains **5.8953 Acres (256,797.8290 Sq. Ft.)** of land and is subject to all easements and restrictions of record.

Basis of Bearings: Ohio State Plane Coordinate System – South Zone (ODOT VRS-NAD 83)

The above description is based on a field survey conducted on February 4, 2025 by Thomas Graham Associates, Inc. under the direct supervision of Jason L. Kaffenberger, Ohio Professional Surveyor No. 8428 and is recorded in Volume ____, Page ____ of the Butler County Engineer's record of surveys.


Jason L. Kaffenberger, RLS in Ohio #8428



Exhibit A-1

Map of Project Site



Exhibit B

Agreement Application

(Attached Hereto)

OHIO CRA PROGRAM APPLICATION

City of Fairfield

OHIO DEPARTMENT OF DEVELOPMENT
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

PROPOSED AGREEMENT for Community Reinvestment Area tax incentives between the City of Fairfield located in the County of Butler and Enterprise 1 and Enterprise 2 (Enterprise 3 needed?).

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Enterprise 1

Ryan Fireprotection of Ohio LLC

enterprise name

Kevin Ryan
contact person

800-409-7606
telephone number

9740 E 148th St.
Noblesville, IN 46060
address

Indiana
State that company was incorporated in

Enterprise 2

enterprise name

contact person

telephone number

address

State that company was incorporated in

- 1b. Project site:

Enterprise 1

Kevin Ryan

contact person

800-409-7606
telephone number

Union Centre Boulevard near Symmes Road
address

Enterprise 2

contact person

telephone number

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Fabrication, Installation and Service of Fire Protection Systems

- 2b. List primary 6 digit NAICS # 238220
Business may list other relevant SIC numbers.
- 2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)

N/A

- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
LLC

3. Name of principal owner(s) or officers of the business (attach list if necessary).
Dan Ryan - 80%; Kevin Ryan - 20%

4. Is business seasonal in nature? Yes ☐ No ☒
- 5a. State the enterprise's current employment level at the proposed project site:
0

- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact Ohio Department of Development early in the discussions.

Yes ☒ No ☐
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
7225 and 7230 Edington Drive, Cincinnati, OH 45249

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

47

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 47

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

All employees will be relocated as a result of this relocation to the new site.

6a. Has the Enterprise previously entered into a tax incentive agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes _____ No ✓

6b. If yes, list the local legislative authorities, date, and term of the incentives for each tax incentive agreement: _____

7. Does the Enterprise owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes _____ No ✓

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes _____ No ✓

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes _____ No ✓

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary). _____

8. Project Description (attach additional pages if necessary):

Founded in 1989, Ryan Fireprotection, Inc. is a commercial fire protection company that specializes in fire extinguishers, sprinklers, and various fire protection systems. See attached for further details.

9. Project will begin May 2025 and be completed December 2026 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

The company plans to hire 15 net new full-time, permanent, in office positions and 15 field positions over the next 3 years.

- 10b. State the time frame of this projected hiring: 3 years
- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): 10 employees per year
- 11a. Estimate the amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- | | |
|---------------------|-----------------------|
| \$ <u>2,250,000</u> | Full Time (permanent) |
| \$ _____ | Part Time (temporary) |
| \$ _____ | Permanent |
| \$ _____ | Temporary |
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:
\$ 4,024,822 (The annual payroll of **existing** Ohio jobs before expansion into a new facility in the City of Fairfield.)
12. Market value of the existing facility as determined for local property taxation.
\$212,310
- 13a. Business's total current investment in the facility as of the proposal's submission.
\$0
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average dollar value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ Fixed Assets: \$1,529,915; Inventory: \$165,794
14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | | |
|----|--------------------------------------|---------------------|
| A. | Acquisition of Land/Buildings: | \$ 1,000,000 |
| B. | Additions/New Construction: | \$ 5,000,000 |
| C. | Improvements to existing buildings: | \$ - |
| D. | Machinery & Equipment: | \$ 50,000 |
| E. | Furniture & Fixtures: | \$ 225,000 |
| F. | Inventory: | \$ - |
| | Total New Project Investment: | <u>\$ 6,275,000</u> |
15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)
See attached.

Submission of this application expressly authorizes the City of Fairfield of Butler County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Ryan Fireprotection of Ohio LLC, D/B/A Cincinnati Dayton Fire Protection	3/5/2025
Name of Enterprise	Date
 Signed by: DA65066830A94F66	Kevin Ryan, President
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to final CRA Agreement as an exhibit

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Development within fifteen (15) days of final approval.

Reason for Requesting Tax Incentives

Ryan Fireprotection expects that an expansion into a new facility will allow it to continue its rapid growth in Ohio. The company will retain 47 existing positions and hire 30 new positions over the next 3 years, including engineers, fabricators, project managers, technicians and back-office support roles. In addition to the 77 jobs, this expansion will create 15 temporary construction jobs, per the Lightcast Type II model. The 30 new positions, with an average annual wage of \$75,000, will contribute approximately \$7.8 million in new payroll to the local economy.

The estimated capital expenditures will exceed \$6.2 million. Given the significant initial investment, the proposed property tax abatement would provide meaningful relief and prove a vital component for managing operating expenses.

This expansion will generate a multiplier effect, creating additional indirect jobs and stimulating local businesses through increased demand for goods and services. The project will generate an estimated increase of \$154,000 in local tax revenues over the next 3 to 5 years. This expansion will increase the company's revenue by a conservative 10%, per year, over the next 3 to 5 years.

Finally, this expansion will allow Ryan Fireprotection to better service its current customer base and expand its footprint within the state of Ohio. Ryan Fireprotection is committed to being a responsible corporate citizen and looks forward to contributing to the community's well-being.

COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT (Ryan Fireprotection)

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “FCSD”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), and Ryan Fireprotection of Ohio LLC, an Ohio limited liability corporation (hereinafter referred to as “Ryan”) with offices located at 9740 East 148th Street, Noblesville, Indiana 46060, specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Ryan Fireprotection Community Reinvestment Area project.

Whereas, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

Whereas, the City of Fairfield, by Ordinance No. 173-95 adopted November 27, 1995 designated an area within the municipality as a Community Reinvestment Area;

Whereas, effective January 4, 1996, the Director of the Ohio Department of Development determined the area designated by the municipality contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a Community Reinvestment Area;

Whereas, City provided FCSD and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the FCSD approved the exemption pursuant to Resolution No. _____ adopted on _____, 2024;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on _____, 2024, to grant a tax exemption to Ryan and enter into a formal Community Reinvestment Area Agreement; and

Whereas, City, FCSD, Butler Tech, and Ryan pursuant to ORC section 5709.82 elect to enter into a Compensation Agreement concerning the benefits relating to the aforementioned project.

Now Therefore, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, City, FCSD, Butler Tech, and Ryan agree as follows:

Section 1. FCSD Compensation. Ryan shall make an annual cash payment to FCSD by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to FCSD shall be in the amount of thirty-two percent (32%) of the total value of the tax exemption received for the preceding tax year. On or before January 31 of each year in which a payment is due by Ryan, City and FCSD shall

calculate the amount of the payment and notify Ryan of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. Ryan shall make an annual cash payment to Butler Tech by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to the Butler Tech shall equal \$230.00, which is estimated at the time this agreement is executed to equal one percent (1%) of the total value of the tax exemption received annually during the exemption term.

Section 3. Waiver of Notice Provision. FCSD and Butler Tech hereby waive any notice provisions pursuant to ORC 3735.671 (A) (1) or 5709.83 for this tax exemption only.

Section 4. Amendments. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes. Should the State of Ohio significantly alter the manner in which funding is provided to local and joint vocational school districts, then all parties agree to reconsider the terms of this agreement for possible amendment.

Section 5. Entire Agreement. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

Section 6. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City:	City Manager 5350 Pleasant Avenue, Fairfield, Ohio 45014
FCSD:	Treasurer 4641 Bach Lane, Fairfield, Ohio 45014
Butler Tech:	Chief Financial Officer 3603 Hamilton Middletown Road, Hamilton, Ohio 45011
Ryan:	President 9740 East 148th Street, Noblesville, Indiana 46060

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

Section 7. Severability of Provisions. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

In witness thereof, the City of Fairfield by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2025, the Fairfield City School District Board of Education by Amy Lee, its Interim Treasurer, has caused this instrument to be executed this _____ day of _____, 2024, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2025, and Ryan Fireprotection of Ohio LLC by Kevin Ryan, its President has caused this instrument to be executed this _____ day of _____, 2025.

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
Amy Lee, Interim Treasurer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT BOARD OF EDUCATION

By _____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By _____
Scott W. Timmer, City Manager

RYAN FIREPROTECTION OF OHIO LLC

By _____
Kevin Ryan, President

Approved as to content:

Greg Kathman
Fairfield Director of Development Services

Approved as to form:

John H. Clemmons
City of Fairfield Law Director

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR RYAN FIREPROTECTION OF OHIO, LLC TO CONSTRUCT A NEW BUILDING TO BE LOCATED ON UNION CENTRE BOULEVARD 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 Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement which will provide property tax incentives for Ryan Fireprotection of Ohio, LLC to construct a new building to be located on Union Centre Boulevard in accordance with the agreements 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 project be authorized to proceed on schedule and create additional employment as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____	_____
		_____	_____
		_____	_____
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 - April 28, 2025**

Submitted by: Nathaniel Kaelin, Economic Development Manager
Department: Development Services

Subject:

Community Improvement Corporation Designation and Grant

Legislation Title:

Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing a grant of \$150,000 to be made to the Community Improvement Corporation of Fairfield for public purposes, and declaring an emergency.

- 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 pass as an emergency.

Discussion:

The Community Improvement Corporation of Fairfield ("Fairfield CIC") was established in 1967 and reorganized in 2022 to facilitate real estate-related projects within the City. The Fairfield CIC assists the City by prioritizing and executing projects within the Route 4 corridor, the Town Center, and other targeted areas for development.

The Fairfield CIC has requested a grant from the City to allow the organization to complete pre-development work related to the Hamilton wellfield site located in the Town Center and other strategic properties. The recently-approved CIP included \$150,000 for project 5DV05 for Strategic Property Predevelopment. Approval of this ordinance would affirm that the Fairfield CIC can act as a development agency on behalf of the City and provides a grant of \$150,000 from the budgeted CIP funding.

Financial Impact:

\$150,000 from the Transformative Economic Development (TED) fund for the purpose of Strategic Property Redevelopment.

Emergency Provision:

Yes - Emergency approval is recommended to ensure predevelopment work can proceed on a timely basis.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. COMMUNITY IMPROVEMENT CORPORATION-ORD

ORDINANCE NO. _____

ORDINANCE AFFIRMING THE DESIGNATION OF THE COMMUNITY IMPROVEMENT CORPORATION OF FAIRFIELD AS THE CITY'S AGENCY FOR DEVELOPMENT IN THE CITY AND AUTHORIZING A GRANT OF \$150,000 TO BE MADE TO THE COMMUNITY IMPROVEMENT CORPORATION OF FAIRFIELD FOR PUBLIC PURPOSES AND DECLARING AN EMERGENCY.

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

- Section 1. This Council affirms the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing a grant of \$150,000 to be made to the Community Improvement Corporation of Fairfield for public purposes 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 predevelopment work can proceed on a timely basis; 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\COMMUNITY IMPROVEMENT CORPORATION-ORD



**City Council Communication
Regular Meeting - April 28, 2025**

Submitted by: Erin Lynn, Planning Manager
Department: Development Services

Subject:

2025 Housing Technical Assistance Program

Legislation Title:

Ordinance to authorize the City Manager to apply for and accept a grant from the FY 2025 Housing Technical Assistance Program 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 apply for and accept a grant from the FY 2025 Housing Technical Assistance Program.

Discussion:

Ohio House Bill 315 created a grant program to offer financial assistance to political subdivisions in the state of Ohio to modernize regulations and processes tied to zoning efforts. There are two main grant categories: 1) zoning code updates and 2) comprehensive plan updates. Fairfield Forward, the city's comprehensive plan, is scheduled for a 5 year update and funding has been approved in the CIP for year 2025. It is anticipated this will be a very competitive grant as no matching funds are required.

Financial Impact:

The estimated cost of the project is \$75,000. Award of this grant would offset some or all of this cost.

Emergency Provision:

Yes. The state has allocated \$1.5 million on a first come first serve basis. The application submittal process opened April 22 and will remain open for 25 days or until all funding has been allotted.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. FY25+HTAP+Guidelines
2. HOUSING TECHNICAL ASSISTANCE PROGRAM-ORD



Housing Technical Assistance Program

Fiscal Year (FY) 2025 Guidelines

(REVISED April 16, 2025)

The Housing Technical Assistance Program awards grants to political subdivisions, as defined by section 9.482 of the Revised Code, that are seeking to modernize regulations and processes tied to zoning efforts.

Availability of Funding

Approximately \$1.5 million will be available for the Housing Technical Assistance Program. The application for FY 2025 will open **April 22, 2025**.

Awards will be determined based on need and Development reserves the right to consider total geographic distribution of resources across Ohio when making awards.

Applications will be received for 25 days or until Development receives funding requests that total \$2 million in applications. Additionally, applications will be reviewed as they are received in the application portal.

Grant Period

Fiscal Year (FY) 2025: June 1, 2025, to May 31, 2026

Eligible Applicants

Political subdivisions: villages, cities, townships, counties, and regional planning organizations. A letter of support signed by the governing body or chief executive of the applying political subdivision must be included with all applications.

Grant Categories

Applicants may apply for the following categories:

- Contracting/Consultation for Comprehensive Plan Creation/Updates: Defined as procuring an external contractor to conduct grant activities associated with revision and updating of a community's Comprehensive Plan. The maximum award available for this category is \$100,000.
- Contracting/Consultation for Zoning Creation/Revisions: Defined as procuring an external contractor to conduct grant activities associated with zoning revision efforts. The maximum award available for this category is \$50,000.
- Internal Comprehensive Plan Creation/Updates: Defined as the subdivision applying for funds from Development conducting all the activities associated with the creation of a new, revised, or updated Comprehensive Plan through their current staff and with currently secured resources. The maximum award available for this category is \$20,000.
- Internal Zoning Creation/Revisions: Defined as the subdivision applying for funds from Development conducting all the activities associated with zoning revision efforts through their current staff and with currently secured resources. The maximum award available for this category is \$10,000.

Applicants may request a waiver of the cost caps in their application. Waiver requests will be reviewed on a case-by-case basis at Development's discretion.

Total project awards are determined at Development's discretion.

Eligible Costs

- Administrative costs, which shall not exceed 10% of the total request. For purposes of this program, “administrative” means activities such as:
 - Salaries and benefits of employees working on the grant.
 - Legal services related to the grant.
 - Accounting services related to the grant.
 - Audit services related to the grant.
 - Rent or purchase of office equipment required to administer grant.
- Public Participation
 - Advertising costs related to sharing details of any public hearing or meetings regarding zoning.
 - Cost of renting space for public hearings regarding zoning.
- Procurement and Contract Utilization Costs – for applicants in the Contracting/Consultation category
 - Costs associated with proper procurement of a contractor/subrecipient to conduct zoning revision activities, as outlined in ORC Section 125.
- Other costs associated with project.
 - Any fees charged by municipality to submit zoning change requests, host public hearings, or submit other necessary documentation related to the zoning revisions.

Ineligible Costs

- Administrative costs related to application preparation.
- Costs incurred prior to the grant agreement commencement date.

Application Evaluation Criteria

Applicants shall submit no more than one application per political subdivision. Overlapping political subdivisions cannot have Housing Technical Assistance Program funds used on the same project. Upon submission of a complete application, the applicant will receive an email from Development confirming that the application has been received. Submission of an application does **not** ensure the applicant will be awarded funds.

Each application will be reviewed based on information received and will be screened for completeness and eligibility.

Application Process

Projects will be awarded based on need and geographic distribution of funds across Ohio. Awards will be made until funds are depleted.

To access the application, individuals will be required to login using an existing OH|ID or create a new OH|ID, which provides users with secure access to state of Ohio services and programs. For more information on creating an OH|ID, please click [here](#). Please note that Chrome is the preferred web browser when making the online application submission.

Eligible applicants will be required to provide the following on each application:

- Federal Employer Identification Number (FEIN)
- Application type (Which of the grant categories does the project fall under)
- Applicant's contact information (indicate a primary contact)
- Office address
- Political Subdivision
- Project timeline
- Total project costs
- Total requested amount
- Supporting Documentation
 - Supporting resolution, ordinance, or letter of support
 - Current zoning code if applicable

Grant Agreement

To the extent the awarded applicant is found to be non-compliant with the terms and conditions of the executed agreement, Development may exercise any and all remedial actions available to it, including reallocating project funds to other eligible applicants.

Reimbursement Requests

Upon execution of a grant agreement, Development will provide access to a disbursement request portal. An Ohio Supplier ID is required for disbursement. If the eligible applicant does not currently have an Ohio Supplier ID, the entity will be required to register for an Ohio Supplier ID at [OhioPays.ohio.gov](https://ohiopays.ohio.gov). Applicants will only be able to receive reimbursements once a valid Ohio Supplier ID matching the FEIN/SSN provided in the application has been obtained and is verified by Development. Applicants that need assistance obtaining an Ohio Supplier ID or need to make changes to an existing Ohio Supplier ID should visit the [OhioBuys website](https://ohioBuys.com).

Applicants may submit one reimbursement request per month through the *Reimbursement Request Tool* for the Housing Technical Assistance Program grant. Reimbursements will only be granted for eligible activities, as verified by Development staff. Failure to comply with this provision and the grant agreement, or all applicable laws, may result in delayed payments or the suspension of the applicable award. Supporting documentation must be provided to receive a reimbursement of funds. Supporting documentation may include contracts, invoices, timesheets, etc. Development may request additional documentation in support of the reasonable and necessary costs.

Please ensure all submitted invoices are dated.

Reporting

If awarded, grantees must submit quarterly progress reports and a final performance report. Quarterly reports are due 15 calendar days after the end of the previous quarter. Final performance reports are due 60 days after the work completion deadline for the grant, indicated in the grant agreement.

Grants will run on the following schedule:

- | | |
|--|---------------------------------------|
| • Quarter 1: June 1, 2025 – Aug. 31, 2025, | Report due: Sept. 15, 2025 |
| • Quarter 2: Sept 1 – Nov. 30, 2025 | Report due: Dec. 15, 2025 |
| • Quarter 3: Dec. 1 – Feb. 28, 2026 | Report due: March 15, 2026 |
| • Quarter 4: March 1, 2026 – May 31, 2026 | Final Grant Report due: July 31, 2026 |

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO APPLY FOR AND
ACCEPT A GRANT FROM THE FY 2025 HOUSING TECHNICAL ASSISTANCE
PROGRAM 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 apply for and accept a grant from the
FY 2025 Housing Technical Assistance Program in accordance with the grant
application and 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 application submittal process opened April 22 and will remain open for
25 days or until all funding has been allotted; 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 - April 28, 2025**

Submitted by: Tom Lakamp, Fire Chief
Department: Fire

Subject:

Fire Station Alerting System

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Locution Systems, Inc. for the purchase of a Fire Station Alerting System and declaring an emergency.

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

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$240,000 from the Capital Improvement Fund for this purchase. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Locution Systems Inc., 1626 Cole Blvd, Suite 250, Golden, Colorado 80401.

Discussion:

This request is to purchase an automated dispatch and alerting system for all three firehouses. The alerting system will automatically dispatch fire companies based on the information entered by the 911 call taker. This technology is designed to reduce the processing time for initiating an emergency response while allowing the call taker to remain on the phone and gathering information.

Financial Impact:

The purchase of the alerting system will be a sole source purchase. The Locution sole source letter is included with the council letter. This project is included in the 2025 Capital Improvement program project 5FD05.

Emergency Provision:

Yes - To provide for the health and safety of firefighters and the public.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. City of Fairfield Sole Source Letter
2. Quote-FairfieldOH-PTT-2504-3Stations-EZ-V1.1
3. LOCUTION SYSTEMS-ORD



1626 Cole Blvd., Suite 250
Golden, CO 80401
303 301 7300
www.locution.com

April 7, 2025

City of Fairfield Fire Department, OH
Attn: Fire Chief Tom Lakamp
375 Nilles Road
City of Fairfield, OH 45014

Chief Lakamp:

This is to confirm that Locution Systems, Inc. of Golden, Colorado, is currently the only manufacturer, distributor, retailer, or provider of an automated voice dispatching system that provides digitally recorded, complete word and phrase-based human voice automated dispatch messages. This system meets the advanced requirements for Fire and EMS emergency dispatching, including no dependence on cloud availability. This automated alerting technology has been developed by Locution specifically for alerting and dispatching Fire and EMS station personnel. Keys to this technology, shared by no other station alerting system, are:

1. The system does not require an adaptation period to create a full dispatch announcement. This is because it is word and phrase-based human voice. The voice database is stored at each station and the communication center for redundancy and speed.
2. The system is the only such system that provides full dispatch announcement understandability to the high level required by Fire/EMS departments that is not cloud based. This is also due to it being word and phrase-based human voice.
3. The system is the only system that provides allowance for greater than 99% accuracy. Each street name, incident, and unit name are specifically run through a record/review process at Locution operations with a final review process at the department. Each element can be matched precisely to the required way it needs to be said, including special localized pronunciations.

All three points above: minimal interpretation lag with redundancy, very high understandability with no dependence on cloud availability, and high announcement accuracy are required for EMS and Public Safety Operations in order to help minimize response times and also minimize misunderstood dispatches. No other station alerting system provides all three of the above, a requirement for acceptable automated Fire and EMS dispatch operation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn Neal", written over a light blue horizontal line.

Glenn Neal
President, Locution Systems, Inc.



1626 Cole Blvd, Suite 250
Golden, CO 80401
Voice: 303-301-7300 Fax: 303-384-9014

Customer : City of Fairfield Police Dept, OH	Quote ID	FAIR-PTT-2504-3ST-EZ-V1.1
Contact: Deputy Fire Chief Chad A. Cooper	Document Date	4/8/2025
Email: ccooper@fairfield-city.org	Quote Expires:	6/8/2025
Phone: 513-310-0795		

1.0 Notes and Assumptions

Quoted:

V1.1

Extended quote expiration date.

V1.0

Locution PrimeAlert Central Server System including PrimeAlert Radio PTT (Push to Talk). Includes PrimeAlert Administrator Software. Quoted for:

- 3 EZ-Zone Stations (Acting as Cores)
- 1 PTT PrimeAlert Radio is quoted.

Use of analog tones over a digital radio network can pose a problem with audio clarity and quality of the tones. It is the responsibility of the Customer and their radio personnel to test and select tones that provide the required functionality.

Customer must provide network connectivity between the central server and PTT PCs, in order for the system to be functional.

Locution is not responsible for the quality of any existing radio system that this system is tied into. It is the Customer's responsibility to ensure this system can transmit clear audio.

Does not include Radio Hardware Infrastructure to tie Locution PrimeAlert-Radio system into. This would need to be supplied by the Customer.

Customer must ensure that good network connectivity exists between the central server and all station PCs, in order for the system to be fully functional.

It is the responsibility of the Customer to ensure that the present PA audio system allows clear, accurate and understandable voice dispatch information to be delivered over this system.

The start and timelines of the project quoted below are contingent upon Locution's active project load and procurement lead-times at the point in which a PO or signed contract are received by Locution, and are determined by the assigned Locution Project Manager once the project has been turned over to project management.

It is the Customer's responsibility to ensure 120V power exists within 6' of all Locution provided station enclosure(s), and reader board(s).

Includes Central System Server.

Includes Station PC's.

Includes PTT-Radio PC's.

Includes Locution side of Locution/CAD interface. Customer is responsible for contracting with CAD vendor for CAD side of Locution/CAD interface.

Includes full project management.

Does not include installation.

Includes full dispatcher and technical training (WebEx).

Part Num	Description	Qty	Unit Cost	Total
2.0 Central System Software and Hardware				
2.1 Software (Standardized)				
CSL-VOI-CH-BS	PrimeAlert Voice - Complete Human (Basic ADB)	1	6,989	6,989
CSL-ADM	PrimeAlert Administrator Software	1	14,949	14,949
CSL-DSP	PrimeAlert Dispatcher (up to 10 licenses)	1	15,839	15,839
2.2 Software (Custom/Interfaces)				
CSL-VOI-CH-AV	PrimeAlert Voice - Complete Human (Adv ADB)	1	24,000	24,000
CSL-CFG-SW	Software Configuration	1	10,500	10,500
CSL-CSI	Interface to CAD (Locution side of Interface). Note customer must contract CAD company to provide the CAD vendor's side of the interface.	1	13,949	13,949
2.3 Hardware				
CHM-SRV	High-uptime Server (Dell unless specified otherwise)	1	9,539	9,539
Subtotal (Main)				\$95,765
3.0 LCDI/PTT Radio Hardware and Software				
3.1 Software (Standardized)				
RSL-SLM-PT	PrimeAlert Radio - Push to Talk (PTT) Version (for dedicated radio dispatch channel configurations) Software License	1	15,229	15,229
3.2 Software (Custom/Interfaces)				
RSL-CFG-PT	PrimeAlert Radio - PTT Software Configuration	1	2,889	2,889
RSL-ENG-PT	PrimeAlert Radio - PTT Drawings/Engineering	1	2,539	2,539
3.3 Hardware				
RHL-CPN32-PT	Control Panel, PTT: includes system power, 8 control relays, wire management, 120V surge-protection and isolation, with locked front panel door access.	1	3,079	3,079
RHM-PCA-PT	Station PC Assembly - PTT PC	1	1,699	1,699
Subtotal (Radio)				\$25,435
4.0 Mobile/Wireless Software and Hardware (none defined or not applic. to this Quote/Price List)				
5.0 Station Software and Hardware				
5.1 Software (Standardized)				
SSL-STA	PrimeAlert Remote Client. Provides full functionality station audio dispatching	3	2,895	8,685
SSL-VSB-ST	PrimeAlert Remote Client add-on module for relay switching and advanced zoned audio/lighting (up to 10 devices)	3	2,195	6,585

5.2 Software (Custom/Interfaces)
none defined

5.3 Hardware - Basic

LCPN33-EZ	Control Panel, EZ-Zone: includes system power, 12 relays, 12 optically isolated inputs, wire management, 120V surge-protection and isolation, with locked front panel door access.	3	6,695	20,085
MPCA	Station PC Assembly	3	1,695	5,085
LIAS30	Intelligent Audio Switch: Supplies Muting of up to 3 audio channels previously connected to P.A. Amp	3	795	2,385
RHL-RIA30	Radio Interface Unit - Active	3	949	2,847
TWIR-AV	Wire required per audio/visual/switch station requirements (if applicable)	1	175	175
(Subtotal \$30,577)				

5.4 Hardware - Visual

LNVI-H	Night Vision Illuminator LED - Wall or Ceiling Mount - Horizontal*	7	169	1,183
MLRB-1L-ET	Reader Board 1 Line 22-25 char Color, Ethernet*	8	2,395	19,160
XMDRT-3-MS	3 Digit Response Timer - Master*	3	1,279	3,837
XMDRT-3-SV	3 Digit Response Timer - Expander*	3	1,279	3,837
TMUI-FM3	Multi-unit Indicator Light - Flush Mount - LED 3 position*	6	495	2,970

* requires SSL-VSB software module (see component allowances under SSL-VSB descrip).

** requires SSL-VSC software module (see component allowances under SSL-VSC descrip).
(Subtotal \$30,987)

Subtotal (Station) \$76,834

6.0 Integration (none defined or not applicable to this Quote/Price List)

7.0 Services

Project Management

PMENG-OV	Project & Engineering Oversight	1	19,470	19,470
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Training

LOCTR-OPW	PrimeAlert Dispatcher Training (WebEx)	1	4,508	4,508
LOCTR-TECW	PrimeAlert Technical Training (WebEx)	1	4,508	4,508

Install Oversight / Conformance

INST-OV	Installation Oversight (Installer Assistance)	1	3,300	3,300
CONF01	Conformance (Zoned Systems)	3	2,750	8,250

Installation

INSTF-BS	Installation - Base System - Any visual or audio component installation is listed as a separate line item.	0	not bid	not bid
INSTF-PT	Installation - PTT Radio	0	not bid	not bid
INSTF-AV	Installation - Audio/Visual Components	0	not bid	not bid

Travel

TRV01	Travel (or Remote Costs)	1	1,925	1,925
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Subtotal (Services) \$41,961

8.0 Totals (Categorized by Software, Hardware, Services)

Software	\$122,153
Hardware	\$75,881
Services (excluding any defined installation)	\$41,961
SubTotal (w/o install, maint, options)	\$239,995
Installation	not bid
Subtotal	\$239,995
Tax	Assumed no tax
Total (US Dollars)	\$239,995

8.1 Totals (Categorized by Area)

SubTotal (Main)	\$95,765
SubTotal (Radio/Wireless)	\$25,435
SubTotal (Station)	\$76,834
Services (excluding any defined installation)	\$41,961
SubTotal (w/o install, maint, options)	\$239,995
Installation	not bid
Subtotal	\$239,995
Tax	Assumed no tax
Total (US Dollars)	\$239,995

9.0 Support Maintenance Costs

Note: Maintenance is not included in the total price & begins after the 1 Year Warranty Period has ended. Does not include Server Hardware in Support Maintenance Costs.

MAINT01	Includes annual maintenance for:	
	PrimeAlert Administrator Software	1,794
	PrimeAlert Dispatcher Software	1,901
	PrimeAlert Automated Voice Capability	3,719
	PrimeAlert Radio (All related SW)	2,174
	PrimeAlert Radio (All related HW)	369
	Interface to CAD	1,674
	PrimeAlert Station Software Client	1,042
	PrimeAlert Station Software Client Add-ons (for Visual Devices)	790
	Locution Station Control Panel(s)	2,009
	Intelligent Audio Switch(es)	286
	Radio Interface Unit(s)	342
	Amplifier(s)	0
	Reader Board(s)	2,299
	Response Timer(s)	921
	Multi-Unit Indicator(s)	356
	LED Lighting (switched)	142
Subtotal (Annual Maintenance)		\$19,818

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH LOCUTION SYSTEMS, INC. FOR THE PURCHASE OF A
FIRE STATION ALERTING SYSTEM 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 Locution Systems, Inc. for the purchase of a fire station alerting system in accordance with the contract on file in the office of the City Manager. This contract is authorized as an emergency without formal advertising and bidding because of the immediate need to improve the City’s fire and EMS dispatch services.
- 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 improved fire and EMS dispatch services be available as soon as possible for the health and safety of firefighters and the public; 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 - April 28, 2025**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office - CPO

Subject:

A Resolution making an appointment to the Butler County 9-1-1 Program Review Committee.

Legislation Title:

A Resolution making appointments to the Butler County 9-1-1 Program Review Committee and declaring an emergency.

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

Recommendation:

It is recommended that City Council adopt the Resolution to come into conformity with the amendment to Ohio Revised Code Section 128.06.

Discussion:

Ohio Revised Code Section 128.06 which provides for a County 9-1-1 Program Review Committee, has been amended relating to membership on the committee. The amendment provides that one member of the 9-1-1 Program Review Committee shall be a member of the legislative authority of a municipal corporation in the county. Said member is to be selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.

Financial Impact:

There is no financial impact associated with this Resolution.

Emergency Provision:

Yes- Timely adoption of the Resolution is necessary for the urgent benefit and protection of the City and its inhabitants and to ensure the City is in compliance with the amendments to ORC 128.06.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 911Resolution

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO THE BUTLER COUNTY 9-1-1
PROGRAM REVIEW COMMITTEE AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 128.06 which provides for a County 9-1-1 Program Review Committee has been amended relating to membership on the committee; and

WHEREAS, The amendment provides that one member of the 9-1-1 Program Review Committee shall be a member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt; and

THE COUNCIL OF THE CITY OF FAIRFIELD OHIO, HEREBY RESOLVES THAT:

SECTION 1: Pursuant to ORC 128.06(A)(5) Council does hereby select the Councilmember appointed as the Public Safety Liaison of the City of Fairfield as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2025 and ending April 30, 2026. The Public Safety Liaison of the City of Fairfield may designate another member of Council to serve as an alternate member if the Public Safety Liaison is unable to attend.

SECTION 2: Council does hereby select the Mayor of the City of Middletown as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2026 and ending April 30, 2027. The City Manager of the City of Middletown may serve as an alternate member if the Mayor is unable to attend.

SECTION 3: Council does hereby select the Mayor of the City of Oxford as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2027 and ending April 30, 2028. The City Manager of the City of Oxford may serve as an alternate member if the Mayor is unable to attend.

SECTION 4: Council does hereby select the Mayor of the City of Monroe as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2028 and ending April 30, 2029. The City Manager of the City of Monroe may serve as an alternate member if the Mayor is unable to attend.

SECTION 5: Council does hereby select the Mayor of the City of Trenton as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2029 and ending April 30, 2030. The City Manager of the City of Trenton may serve as an alternate member if the Mayor is unable to attend.

SECTION 6: The appointments provided in Sections 1 through 5 above shall continue for so long as the Program Review Committee exists.

SECTION 7: Council hereby directs its Clerk to send a copy of this Resolution to Judi Boyko, Butler County Administrator, 315 High Street, Hamilton, Ohio 45011 to verify the selection process.

SECTION 8: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the City maintain continuous representation on the committee; wherefore, this Resolution 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 - April 28, 2025**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office - CPO

Subject:

Municipal Court Wage Ord

Legislation Title:

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 47-25 and all amendments thereto and declaring an emergency.

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

Recommendation:

It is recommended that Council adopt the ordinance to ensure that the Municipal Court has the appropriate staffing levels available for efficient operations.

Discussion:

The Municipal Court has previously requested to add another part-time Deputy Clerk position to its staffing ordinance. While the additional position was recognized in a previous ordinance (39-24) the additional position was overlooked in the most recent staffing ordinance (47-25) and needs to be corrected.

Financial Impact:

Funding is provided under the auspices of the approved 2025 operating budget.

Emergency Provision:

Yes-prompt correction of the previously approved position is needed to ensure that the Municipal Court has appropriate staffing levels for efficient operations.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Ordinance to Establish Salaries Hourly Rates for Municipal Court 4-28-2025 agenda

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN MUNICIPAL COURT EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN MUNICIPAL COURT EMPLOYEES TO REPEAL ORDINANCE NO. 47-25 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

- Sec. 1 Ordinance No. 47-25, and all other prior Ordinances inconsistent herewith, are hereby repealed.
- Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance. Pay decisions relative to all these positions excluding those which salaries are mandated by the State of Ohio, are at the discretion of the Municipal Judge for the City of Fairfield.
- Sec. 3 All positions established in this Ordinance are considered "at will" and those employees in said positions serve at the pleasure of the Municipal Judge of the City of Fairfield.
- Sec. 4 All rates established by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.
- Sec. 5 In the department of General Government are the following classifications of jobs and rates of pay:
- A. Municipal Court
- | | |
|--|--------------------------|
| One (1) Municipal Judge* | 61,750 per annum** |
| One (1) Clerk of Courts/Court Administrator* | 75,000-145,000 per annum |
| One (1) Chief Probation Officer | 60,000-95,000 per annum |
| One (1) Victim Advocate | 19.00-25.00 per hour |
| One (1) Administrative Assistant to the Judge | 25.00-40.00 per hour |
| Two (2) Chief Deputy Clerks | 25.00-40.00 per hour |
| Twelve (12) Deputy Clerks | 19.50-30.00 per hour |
| One (1) Imaging Clerk | 19.50-25.00 per hour |
| One (1) Bailiff* | 24.00-35.00 per hour |
| Two (2) Deputy Bailiffs I (FT) | 24.00-30.00 per hour |
| Four (4) Probation Officers | 22.00-35.00 per hour |
| Two (2) Civil Magistrates (PT)* | 22,000-35,000 per annum |
| Acting Judges (AS NEEDED) | ** |
| Visiting Judges*** (AS NEEDED) | ** |
| One (1) Two (2) PT Deputy Clerks | 19.00-25.00 per hour |
| Two (2) Community Service Officers (PT) | 18.00-25.00 per hour |
| Seven (7) Deputy Bailiff II (PT) | 24.00-30.00 per hour |

(*3/5 of salary paid by City of Fairfield, and 2/5 of salary paid by Butler County)

(** Salary mandated by State of Ohio)

(***2/5 of salary paid by City of Fairfield, and 3/5 of salary paid by Butler County)

Sec. 6 The salaries, rates and conditions established in Section 5 of this Ordinance shall be effective from on and after April 28, 2025. Until the rates are changed, the former rates shall apply. Notwithstanding any other provision of this ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Federal Fair Labor Standards Act or its successor law.

Sec. 7 The Municipal Judge is authorized to hire up to one additional person for each position authorized in this ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Sec. 8 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner; wherefore this Ordinance shall take effect immediately upon its passage.

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 - April 28, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

Supplemental Appropriation

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."

- Supplemental Appropriations

- 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:

Supplemental appropriation of \$12,000 is needed for the Building & Zoning Division for contractual assistance with inspections. The full-time Electrical Safety Inspector position has been vacant, and we've needed to use outside contractual assistance to cover the inspections.

Financial Impact:

\$12,000 from the General Fund

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. SUPPLEMENTAL 4-28-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	\$12,000
To:	10015523-233900 Other Professional Services (Other Professional Services)	\$12,000

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



**City Council Communication
Regular Meeting - April 28, 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: \$390,000 total (Detail: \$150,000 for TED Transfer to CIC (Development); \$240,000 for Fire Station Alerting System (Fire))

- 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:

\$390,000 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 4-28-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	\$240,000
To:	40216025-253400 Computer Equipment (Fire Station Alerting System 5FD05)	\$240,000
From:	Unappropriated Transformative Economic Development Fund	\$150,000
To:	41416027-271500 Funding Grants (TED Transfer to CIC for Strategic Property Redevelopment 5DV05)	\$150,000

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 4-28-ORD



**City Council Communication
Regular Meeting - April 28, 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: \$137,850 total

- 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:

\$137,850 from noted funding source.

Emergency Provision:

NA

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NONCONTRACTUAL 4-28-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 Northeast Area TIF Fund	\$20,000
To:	22216023-233900 Other Professional Services <i>(Seward Road Phase 4 Profile Adjustment - Right of Way Services 5PW21)</i>	\$20,000
From:	Unappropriated Capital Improvement Fund	\$40,747
To:	40216025-252600 Grounds & Median Improvements <i>(2025 Grounds, Entryways & Landscaping Program 5PW08)</i>	\$40,747
From:	Unappropriated Sustainability Fund	\$45,000
To:	41616023-233300 Engineering Services <i>(Electric Vehicle Charging Station Engineering 5PW44)</i>	\$45,000
From:	Unappropriated Water Replacement & Improvement Fund	\$19,103
To:	60416025-252000 Improvements Other Than Bldg. <i>(Water Treatment Plant Electrical Components 5WT05 [\$6,504]) (Clarifier Variable Frequency Drive (VFDs) Replace 5WT05 [\$12,599])</i>	\$19,103
From:	Unappropriated Recreation Facilities Fund	\$13,000
To:	64051123-234200 Maintenance of Ld, Bldg & Fac. <i>(Aquatic Center Repairs 5RC06)</i>	\$6,800
To:	64051125-253200 Capital Equipment <i>(ADA Chair Lift 5RC06)</i>	\$6,200

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 4-28-ORD



**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

Appropriation of remaining funding for 2025 Grounds, Entryways & Landscaping Program

Legislation Title:

\$40,747 - 2025 Grounds, Entryways & Landscaping Program (Public Works)

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$40,747.00 from the Capital Improvement Fund for this program.

Discussion:

This is an annual expenditure, funded under the Capital Improvement Program. The funds are needed to provide the necessary labor, materials, and equipment needed to maintain the landscaped areas throughout the City.

Costs covered are primarily materials and supplies such as trees, shrubs, flowers and mulch.

Street tree plantings will be included in these purchases as well as the maintenance of street trees. As a part of the landscaping contract, the City provides new plantings as well as sprinkler parts for the streetscape unless it was a failure on the contractor's part that necessitates repairs or replacements.

This year, this item has included some parks landscaping as needed at entry signs and in landscaped areas within the park system.

The project is programmed in the 2025-2029 CIP as 5PW08.

Financial Impact:

\$40,747.00 from the Capital Improvement Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

Electric Vehicle Charging Stations through OKI funding for multiple public locations –
Engineering Funding - PID121828

Legislation Title:

\$45,000 - Electric Vehicle Charging Station (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation as detailed in the financial impact section from the Sustainability Fund for the engineering needed to prepare final bid documents and an approved electrical permit.

Staff believes the project has merit and that the installation will help keep the City in touch with developing technologies. The addition of EV charging stations has the potential to provide support to our local economy.

The funding is available for State FY2026 and ODOT will review our plans through the previously approved LPA agreement.

Discussion:

It is necessary for City Council to authorize the City Manager to authorize funding for final engineering to create documents for bidding purposes and electrical permits needed for the construction of this project. CMTA was selected to do electric capacity evaluations for City facilities under a separate project and then selected again to do preliminary work on EV Charger implementation for the City as part of the initial grant application.

The City of Fairfield was awarded two grants for the installation of Electric Vehicle (EV) Charging Stations within the City.

ODOT combined the two separate grants to the City from OKI for charging stations. Locations approved were Waterworks Park for 4 charging ports (with the infrastructure to expand to 20), the Library for 2 charging ports, the Justice Center for 4 charging ports (with the infrastructure to expand to 20), the Community Arts Center for 4 charging ports (with the infrastructure to expand to 10), and Harbin Park for 2 charging ports. OKI is supplying the match to the federal money for these locations, so they are 100% outside City funding. The City will provide local funding for completing the engineering needed to prepare bid documents and obtain an electrical permit.

This project is programmed in the 2025-2029 Capital Improvement Program under 5PW44 – EV Charging Stations.

OKI is supplying Carbon Reduction Grant funding with no local match required. Our application considered the electric infrastructure at those locations that would allow for future expansion of the charging network to include more public chargers, charging stations for City EV's, or a combination of both. CMTA consultants were engaged by Public Works and provided preliminary engineering with future needs considered. CMTA has previously analyzed the needs and capabilities of our existing facilities as part of Fairfield Sustains.

Currently the City has two Level 2 Charging Ports at the Community Arts Center. This location was selected as it met the criteria for which the previous application was scored by the OEPA. It is a well-lit, safe location near the heavily travelled Pleasant Avenue (US 127). It is on City property which made the installation 100% eligible for funding. The previous project was a 20% match as will be this project.

It will be the City's intent to implement a fee for use like that of surrounding jurisdictions once additional chargers are brought on-line.

This project falls in line with the goals of the Fairfield Forward Comprehensive Plan and our draft Fairfield Sustains plan to promote environmental sustainability. The plan specifically mentions investigating electric vehicle charging stations.

Financial Impact:

\$45,000 from the Sustainability Fund (\$39,000 base proposal and \$6,000 for contingencies and if authorized items).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. PID 121828 Revised Scope of Services Fairfield EV FY26
2. City of Fairfield - EV Charger Implementation 2025-4-9



ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Project: BUT - Fairfield EV Chargers FY26

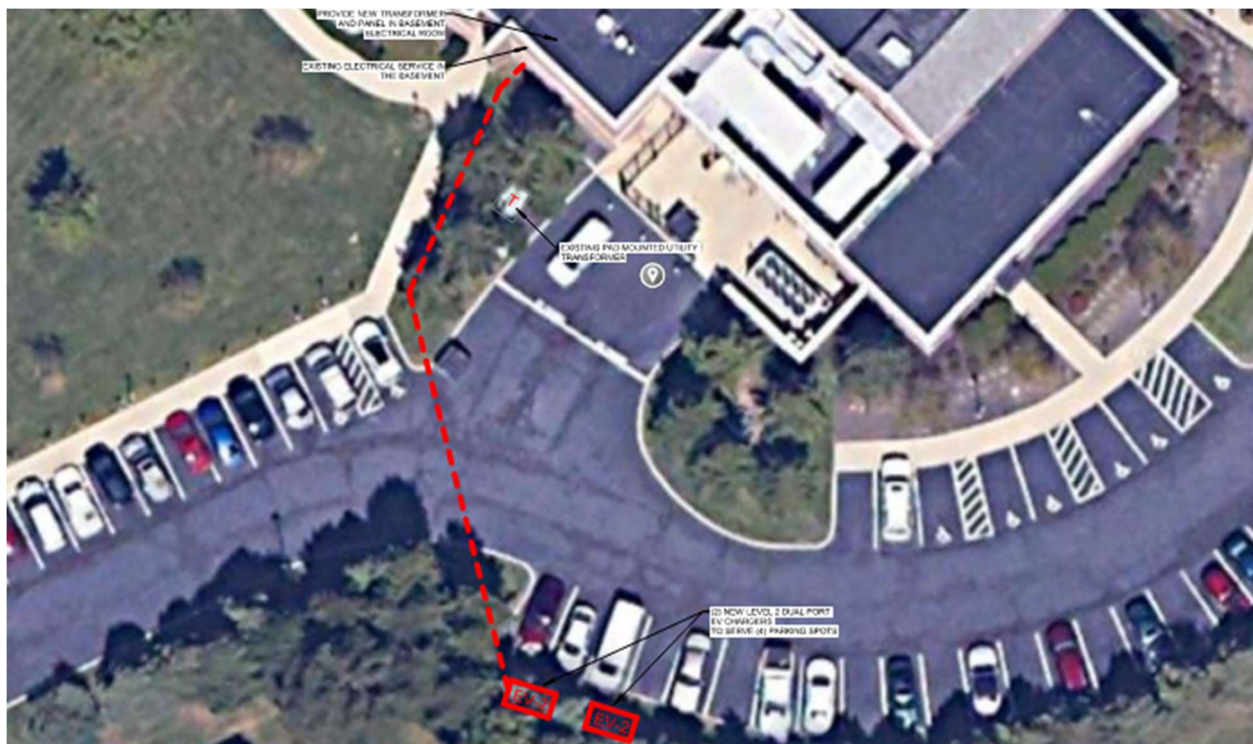
PID: 121828 combine with 122821

Letting Type: Local Let

Project Description: Installation of 16 EV level 2 Charging Stations in the City of Fairfield at various locations.

Location: Municipal Waterworks Park, Fairfield Justice Center, Fairfield Community Arts Center, William Harbin Parking Lot, Fairfield Lane Library

Site 1: Fairfield Community Art Center. 4 single port charging stations level 2 (to be expanded to 10)

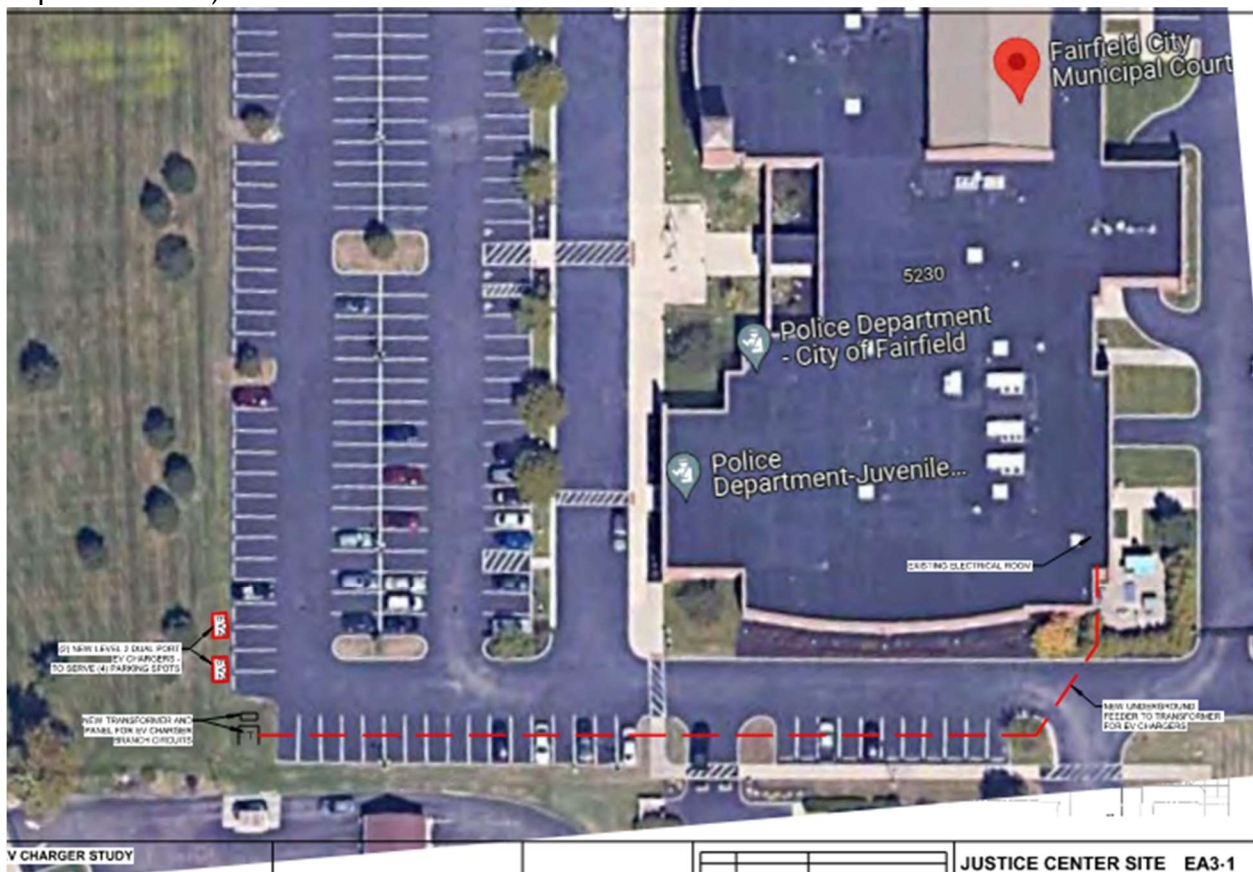




ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

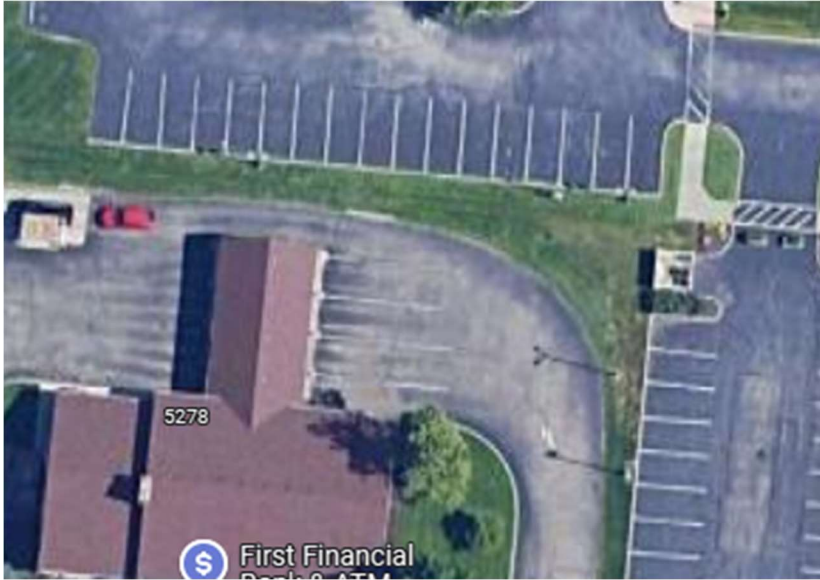


Site 2: Fairfield Justice Center (Municipal Court) 4 single port level 2 charging stations (to be expanded to 20)





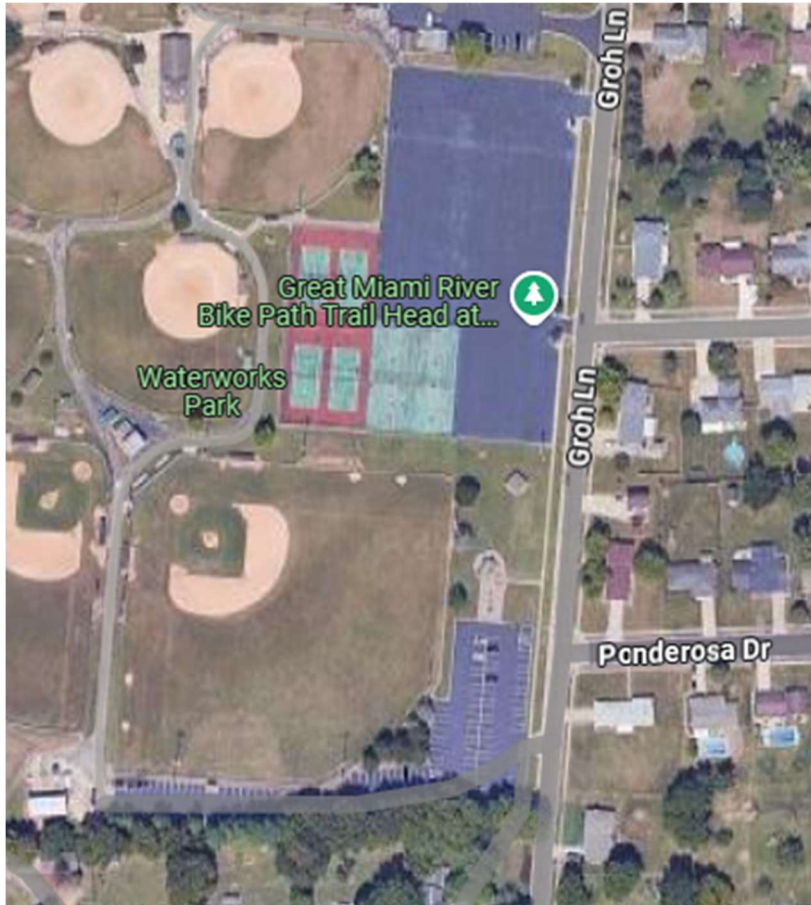
**ODOT DISTRICT 8: EV CHARGING STATION
PROJECTS**
Basic Project Narrative, PID 121828





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Site 3: Fairfield Waterworks Park. 4 single port level 2 charging stations (to be expanded to 20)





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS

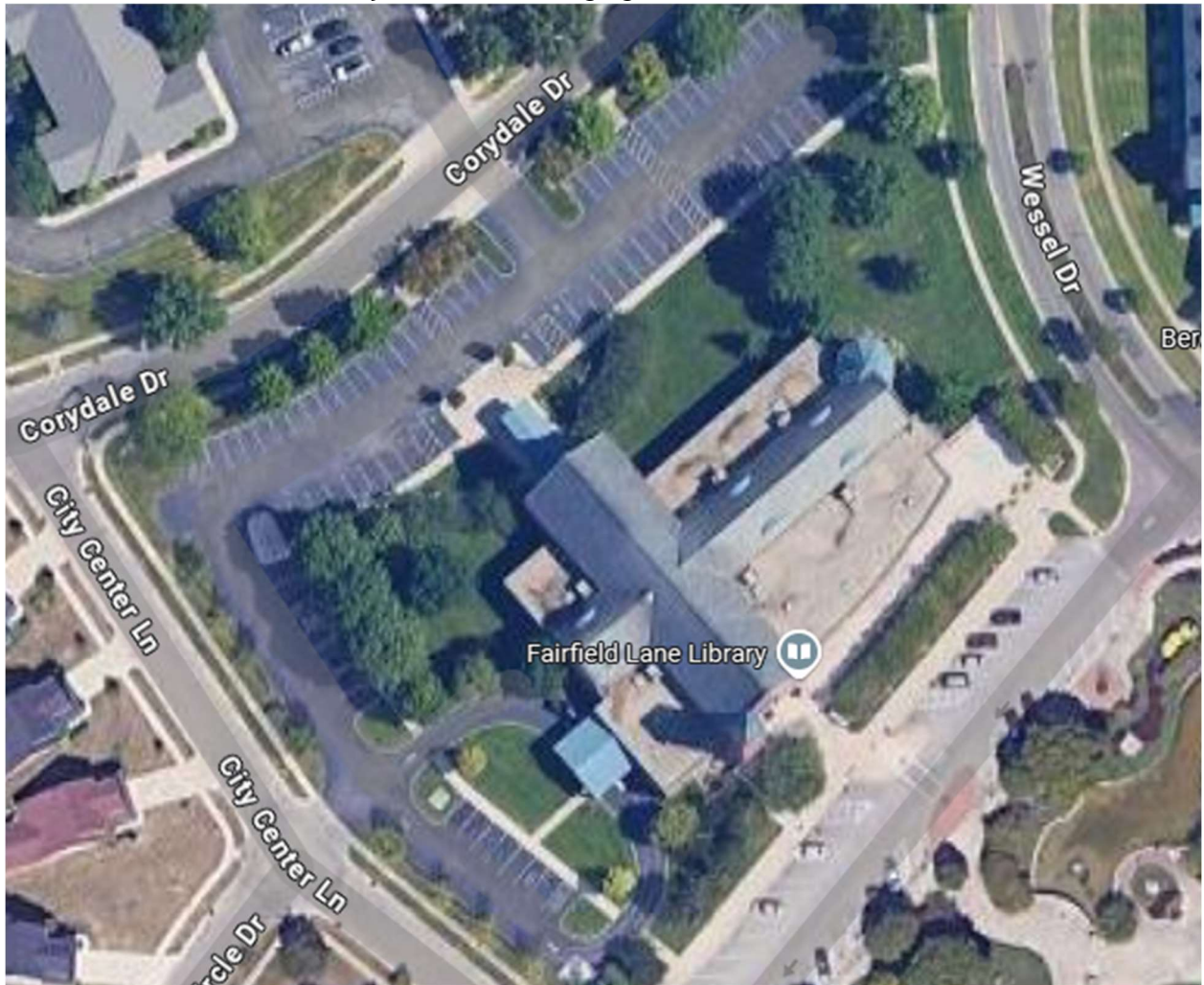
Basic Project Narrative, PID 121828





**ODOT DISTRICT 8: EV CHARGING STATION
PROJECTS**
Basic Project Narrative, PID 121828

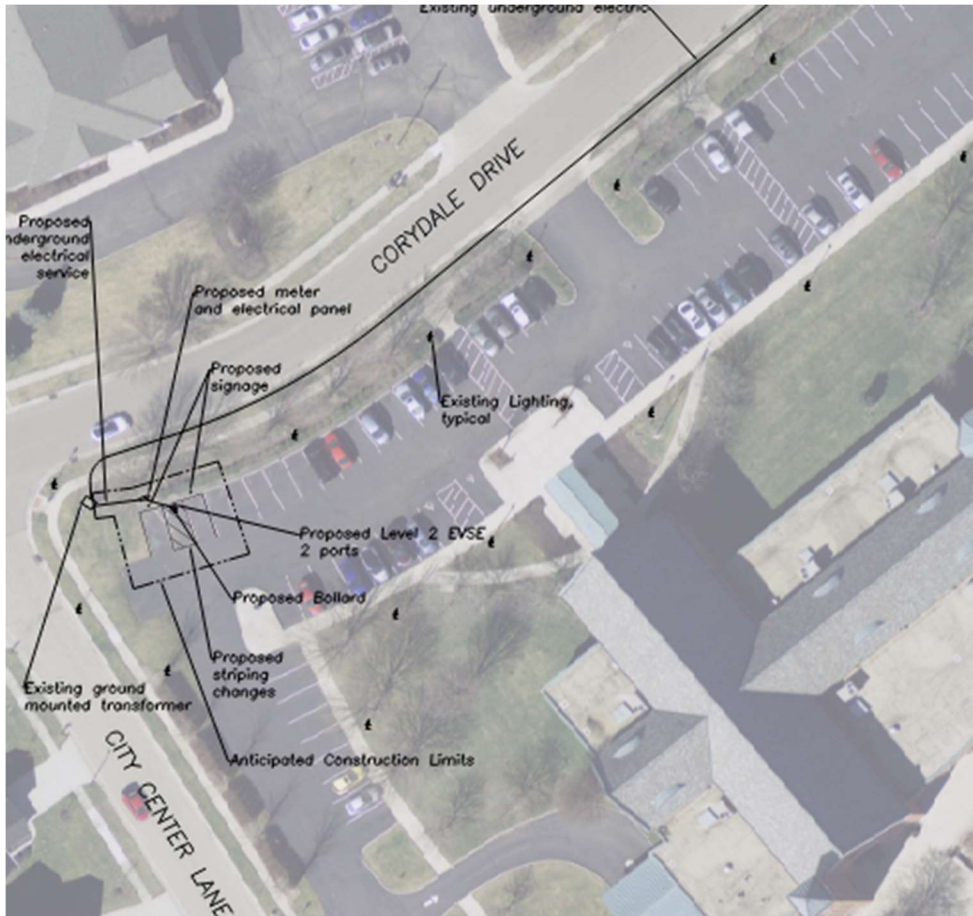
Site 4: Fairfield Lane Library. 2 level 2 charging stations





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS

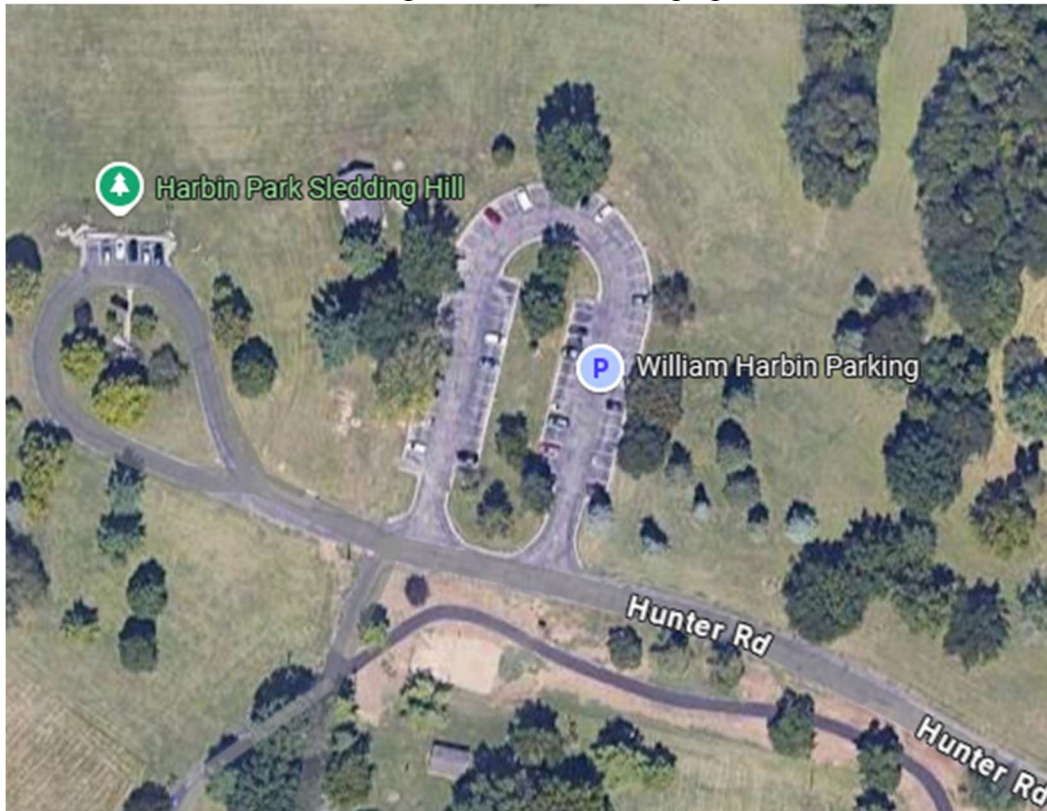
Basic Project Narrative, PID 121828





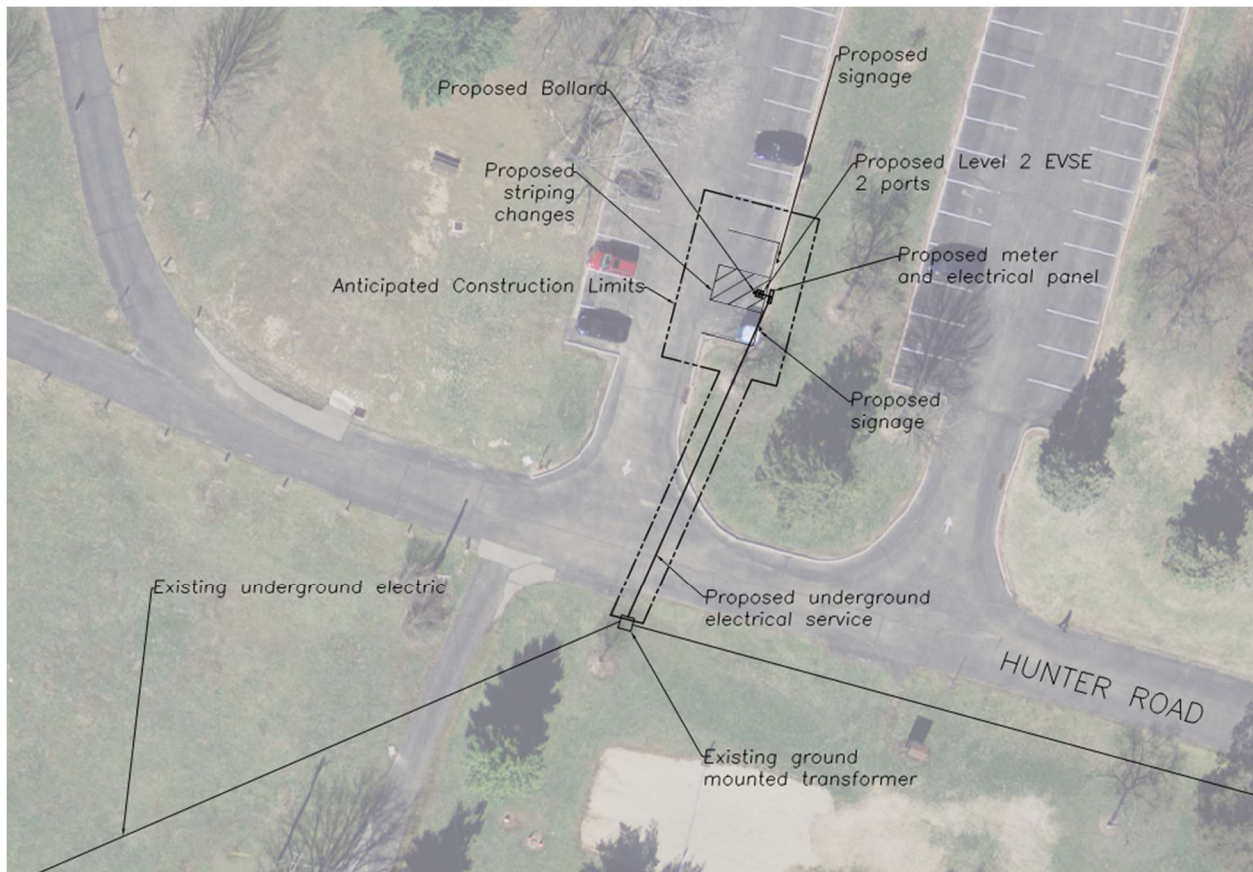
ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Site 5: William Harbin Parking lot. 2 level 2 charging stations



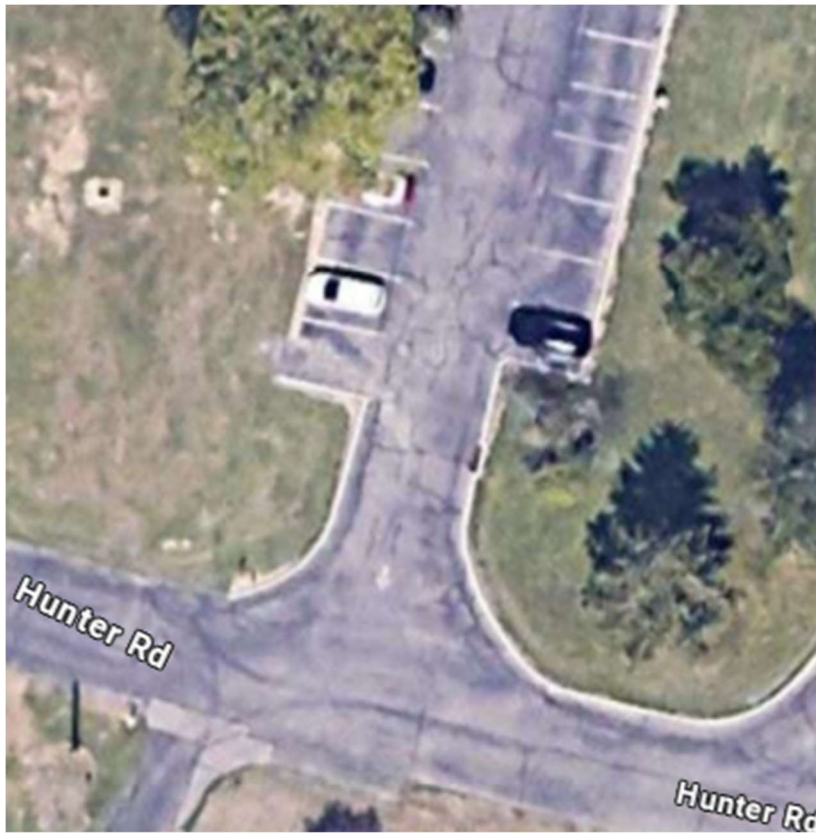


ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828





**ODOT DISTRICT 8: EV CHARGING STATION
PROJECTS**
Basic Project Narrative, PID 121828





ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Scope:

Alignment/Profile: Existing

Other Assets Possible in the Project:

Sidewalk	TBD repair existing walk
Guardrail	N/A
Bridge/Culvert	N/A
Pavement Markings	Parking lot stall marking
Driveways	N/A
MOT	All parking lots available during construction. Pedestrians and other vehicles to be detoured around work areas
Asphalt repair	Repair existing asphalt
Conduit	N/A
Signage	Parking space signs and entry of lots

Plan Splits	
01/MPO/44	Installation of electric vehicle charging stations

Environmental Document: Completed by ODOT.

RR Coordination: N/A

FAA Analysis: Yes, Mercy Fairfield Hospital, BUT Regional Airport

Utility Coordination: Completed by the City of Fairfield

Funding Summary:

Preliminary		Federal Funds (4CD7)	TRC	Local Funds (LNTP)	TOTAL
Design	100% City	\$0	\$0	\$0	\$0
RW	100% City	\$0	\$0	\$0	\$0
Utilities	100% City	\$0	\$0	\$0	\$0
Construction		\$ 456,732.80	\$114,183.20	\$0	\$570,916
Inspection		\$0	\$0	\$57,091.60	\$57,091.60
Total		\$456,732.80	\$114,183.20	\$57,091.60	\$628,007.60

Project Construction Cap = \$570,916

Project construction cost = \$628,007.60



ODOT DISTRICT 8: EV CHARGING STATION PROJECTS Basic Project Narrative, PID 121828

Roles/Responsibilities:

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by City)	City of Fairfield / Consultant
Proposal/Specification Development:	City of Fairfield
LPA Federal Local-Let Project Agreement :	ODOT/City of Fairfield
Final and preliminary legislation:	City of Fairfield / ODOT
Advertising and award of contract:	City of Fairfield
Construction inspection:	City of Fairfield
R/W plan development:	N/A
R/W acquisition / appraisals:	N/A
Utility relocation:	City of Fairfield

Schedule:

Milestone	Date	Completed	SFY (Qtr)	Other Milestone Information
Field Review	03/21/2025		2025 (Q3)	
Initial Project Scope Complete	03/21/2025		2025 (Q3)	
Authorized Design Consultant	05/21/2025	—	2025 (Q4)	
NEPA Start Date	07/14/2025	—	2026 (Q1)	
Stage 3 Plans - Submitted	07/21/2025	—	2026 (Q1)	
Environmental Document Submitted	07/28/2025	—	2026 (Q1)	
Stage 3 Plans - Complete	08/08/2025	—	2026 (Q1)	
Environmental Document Approved	08/29/2025	—	2026 (Q1)	
Local R/W Certification	10/01/2025	—	2026 (Q2)	
Final Tracings - Submitted	10/08/2025	—	2026 (Q2)	
District R/W Certification	10/15/2025	—	2026 (Q2)	
Final Tracings - Complete	10/22/2025	—	2026 (Q2)	
Plan Package Submitted to District	11/03/2025	—	2026 (Q2)	
Plan Package Submitted to C.O.	11/20/2025	—	2026 (Q2)	
Plan Package Received in C.O.	11/20/2025	—	2026 (Q2)	
Sale	01/21/2026	—	2026 (Q3)	
Award	03/20/2026	—	2026 (Q3)	Reservoir Year:
Begin Construction	05/22/2026	—	2026 (Q4)	
End Construction	09/04/2026	—	2027 (Q1)	Estimated Duration: 90

April 9, 2025

Ben Mann, PE, MPA
Public Works Director
8870 N. Gilmore Rd.
Fairfield, Ohio 45014

Re: City of Fairfield – EV Charger Implementation
Proposal

Dear Ben:

Thank you for reaching out to us to provide a fee proposal for electrical design services to add EV Chargers to the following City of Fairfield Buildings. These drawings will be used for public bidding and electrical permit submittal. Project design scope is based upon the grant of about \$570,000.

Site Locations:

1. Community Arts Center - 411 Wessel Dr., Fairfield, OH
2. Justice Center - 675 Nilles Rd., Fairfield, OH
3. Waterworks Park - 5133 Groh Ln., Fairfield, OH
4. Lane Library - 1485 Corydale Dr., Fairfield, OH
5. Harbin Park - 1365 Hunter Rd, Fairfield, OH

Site	Charger Type	Phase 1 Parking Spots	Phase 2 Parking Spots	Total
Community Arts Center	Level 2	4	6	10
Justice Center	Level 2	4	16	20
Waterworks Park	Level 2	4	16	20
Lane Library	Level 2	2	0	2
Harbin Park	Level 2	2	0	2

1. General Services

- a. Design all systems to current Building codes including local, state and national energy codes.
- b. CMTA will attend all project related meetings that involve engineering discussions related to the project. CMTA has included (4) meetings in our base proposal.
- c. CMTA will use Revit to complete our documents for the building. We assume contractors will be responsible for all 3D coordination.
- d. We have NOT included time for value engineering after the design documents are sent out for bid OR permit. If the contractors develop VE options after the final drawings go out, we will evaluate on a T&M basis.

2. MEP Scope of services

- a. HVAC and Plumbing: HVAC and plumbing design scope is not included.
- b. Electrical
 - i. (1) Field Visit by electrical engineer to access existing electrical service and distribution system.
 - ii. Develop electrical site plans to detail the locations, branch circuits, and electrical service upgrades (as required) to support the addition of EV Chargers.
 - iii. Coordination with local utility company on new electrical services (as required). New electrical services are anticipated for Waterworks Park only.
 - iv. Estimate of probable cost for proposed electrical work.
 - v. Book Specifications for public bidding.
 - vi. In process deliverables will be provided for 60% CD, 90% CD, and 100% CD.
 - vii. Development of alternates to assist with public bidding.

- viii. City of Fairfield to provide records of underground utilities with-in the project area for CMTA to incorporate into the drawings. Owner does not want to include surveying scope at this point.
- 3. Construction Administration
 - i. Bidding assistance – answering contractor RFI's, addendum preparation; and review of contractor bids.
 - ii. Construction Administration during construction – answering contractor RFI's and review of contractor's additional service requests.
 - iii. Attendance at construction meetings are not included.
 - iv. Field visits during construction are not included. Field visits can be added for additional services – at \$500 each.
- 4. Exclusions to this agreement are as follows:
 - i. Permitting Fees
 - ii. Commissioning
 - iii. HVAC and Plumbing design services.
 - iv. Technology Design work - including sound system, data, wireless, security or a/v systems.
 - v. Any other consultants (i.e., architectural, structural, civil, hazardous materials, minority, etc.) nor does CMTA directly provide these services.
 - vi. Assessments, design work, or review of any of the buildings on the site.
 - vii. Special testing (Electrical Panel Metering etc.).
 - viii. City of Fairfield will provide an electrician or electrical contractor to open existing electrical panels for field investigation as needed.

Reimbursable expenses:

Reimbursable expenses are included in the CMTA fee for printing, plotting, courier services, mileage, etc. The only expenses that would not be covered would be any sort of testing that the owner would want to do after the start of design similar to scoping sanitary lines, special testing, panel metering, etc.

FEES:

We propose a lump sum fee of: \$39,000

If the above scope of work is acceptable, please sign below and return one copy for my files.

Do not hesitate to call if you have any questions.

SINCERELY,

AGREED:

Submitted Electronically

Jim Messner
Senior Electrical Engineer

cc: Jeff Millard



**City Council Communication
Regular Meeting - April 28, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Aquatic Center Repair/New Chair Lift

Legislation Title:

\$13,000 - Chair Lift for Aquatic Center (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an appropriation of \$13,000 (\$11,975.00 with \$1,025 for contingencies and Aquatic Center needs) from the Capital Fund to purchase a new ADA lift chair and make various pool repairs.

Discussion:

This line item includes several projects, including a new ADA lift chair for the pool and various pool repairs.

The funding for these projects is programmed in 2025-2029 as CIP 5RC06.

Financial Impact:

\$13,000 from the Recreation Facility Fund as CIP 5RC06 (\$11,975.00 with \$1,025.00 for Aquatic Center needs).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. SwimSafe



POOL REPAIR PROPOSAL

Fairfield Aquatic Center

This Swimming Pool Renovation or Repair Agreement (the "Agreement") is made and entered into on this day: November 15, 2024 (the Effective Date) by and between SWIMSAFE POOL MANAGEMENT, INC. ("SSPM"), an Ohio Corporation, and Fairfield Aquatic Center ("Client").

This offer will lapse if not executed by the Client and returned to SSPM within 30 days.

Description

Remove solenoid valves

Price Initial
\$ 5,775.00 ✓ A.B.

- Remove 18 solenoid valves from splash pad manifold
- Supply new valve ends for 3 piece ball valves
- Supply and install new Sch 80 fittings and flex pipe where needed to reinstall piping without solenoid valves
- Remove raindrop controller as needed to operate pump manually

Install check valves

\$5,125.00 _____

- Supply and install check valves for the slide and mushroom pump intake lines

No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, or additional fees (if required) are included in this proposal.

Terms: 50% due upon approval, remainder due upon completion. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay per terms, an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue monthly interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

Signature of Client

Print name

Date





POOL PURCHASE PROPOSAL

This Swimming Pool Renovation or Repair Agreement (the "Agreement") is made and entered into on this day: NOVEMBER 14, 2024 (the Effective Date) by and between SWIMSAFE POOL MANAGEMENT, INC. ("SSPM"), an Ohio Corporation, and CITY OF FAIRFIELD AQUATIC CENTER ("Client").

This offer will lapse if not executed by the Client and returned to SSPM within 30 days.

Description

Price Initial

ADA Chairlift

~\$6200 (Freight Est) / ✓ A.B.

No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, or additional fees (if required) are included in this proposal.

Terms: 50% due upon approval, remainder due upon completion. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay per terms, an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue monthly interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

Signature of Client

Print name

Date





**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

Water Treatment Plant Electrical Components

Legislation Title:

\$6,504 - Water Division-Electrical Components (Public Utilities)

Recommendation:

It is recommended that the City Council authorize an appropriation in the amount of \$6,504.00 for the purchase of electrical components for the Water Treatment Plant.

Discussion:

Critical electrical components downstream of Motor Control Centers within various Water Division operational areas are in need of replacement and/or upgrade in order to meet current electrical codes. The Department's Maintenance Electrician will be performing the work on the critical components.

Financial Impact:

An appropriation in the amount of \$6,504.00 is being requested for the purchase of electrical components at the water plant.

Funding for this project was included in the approved 2025-2029 Capital Improvement Program (CIP) under project number 5WT05, Replace Major Process Equipment. The funding source is the Water Replacement Fund, 604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. WTP Electrical Components

F.D. LAWRENCE ELECTRIC CO.

ELECTRICAL DISTRIBUTION, AUTOMATION AND LIGHTING EQUIPMENT

THE F.D. LAWRENCE ELECTRIC CO.
3450 BEEKMAN STREET
CINCINNATI, OH 45223
Phone 513-542-1100
Fax 513-542-2422

QUOTE TO:

CITY OF FAIRFIELD
ATTN FINANCE DEPT
5350 PLEASANT AVE
FAIRFIELD, OH 45014

SHIP TO:

CITY OF FAIRFIELD WW TREATMENT
4799 GROH LANE
FAIRFIELD, OH 45014

**Quotation**

EXPIRATION DATE	QUOTE NUMBER
04/15/2025	S101055303
THE F.D. LAWRENCE ELECTRIC CO. 3450 BEEKMAN STREET CINCINNATI, OH 45223 Phone 513-542-1100 Fax 513-542-2422	
PAGE NO. 1 of 1	

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
16665	Q-Drive Panel-HOFF		RODGERS BASTIN		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Vern Bastin			PASS ALONG 10TH	04/14/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
4ea	HOFF CDSC363210SSR 304 SS CNCPT DISC ADD LATCHES Nonstock Item at FDL		1534.100/ea	6136.40	
4ea	HOFF CP3630 CONCEPT SUB PANEL		91.713/ea	366.85	
Taxes not included, they will be included on invoices when applicable! All Wire Quotes are valid for 24 hours only!!			Subtotal	6503.25	
			S&H Charges	0.00	
			Amount Due	6503.25	



**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

Water Division-Clarifier Variable Frequency Drive (VFDs) Replacement

Legislation Title:

\$12,599 - Water Division-Clarifier VFD Replace (Public Utilities)

Recommendation:

It is recommended that the City Council authorize an appropriation in the amount of \$12,599.00 for replacement of the clarifier VFDs.

Discussion:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes four (4) contact clarifiers to chemically soften the well water at its Water Treatment Plant. Clarifier maintenance and upkeep is a high priority to ensure there are no interruptions to the city water supply. These new variable frequency drives (VFDs) will provide dependability to the clarification process.

The proposal is attached for council review.

Financial Impact:

An appropriation in the amount of \$12,599.00 is being requested for the replacement of the clarifier VFDs. This project was included in the approved 2025-2029 Capital Improvement Program (CIP) under project number 5WT05, Replace Major Process Equipment.

The funding source is the Water Replacement Fund, 604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. WTP Clarifier VFDs

F.D. LAWRENCE ELECTRIC CO.

ELECTRICAL DISTRIBUTION, AUTOMATION AND LIGHTING EQUIPMENT

THE F.D. LAWRENCE ELECTRIC CO.
 3450 BEEKMAN STREET
 CINCINNATI, OH 45223
 Phone 513-542-1100
 Fax 513-542-2422

**Quotation**

EXPIRATION DATE	QUOTE NUMBER
04/15/2025	S101050474
THE F.D. LAWRENCE ELECTRIC CO. 3450 BEEKMAN STREET CINCINNATI, OH 45223 Phone 513-542-1100 Fax 513-542-2422	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF FAIRFIELD
 ATTN FINANCE DEPT
 5350 PLEASANT AVE
 FAIRFIELD, OH 45014

CITY OF FAIRFIELD WW TREATMENT
 4799 GROH LANE
 FAIRFIELD, OH 45014

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
16665	Q-Drive Panel-SQD		RODGERS BASTIN		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Vern Bastin			PASS ALONG 10TH	04/14/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
4ea	SQD ATV320U55N4C ATV320 7.5HP 400V 3ph compact Nonstock Item at FDL		674.325/ea	2697.30	
4ea	SQD ATV320U22N4C 3HP DRIVE 480V		474.425/ea	1897.70	
8ea	SQD VW3A1007 ATV12 REMOTE KEYPAD, I Nonstock Item at FDL		46.200/ea	369.60	
8ea	SQD VW3A1104R30 3M CABLE REM 61/71		29.200/ea	233.60	
4ea	TELE GV2P14 MANUAL STARTER		82.900/ea	331.60	
4ea	TELE GV2P20 MANUAL STARTER		101.138/ea	404.55	
4ea	SQD 9422CSB30 CABLE OPERATED CB MEC		185.938/ea	743.75	
4ea	SQD 9422A2 HANDLE		194.650/ea	778.60	
4ea	SQD 9422TCN30C CABLE OP DISC SWITCH Nonstock Item at FDL		238.550/ea	954.20	
4ea	SQD BGL36030 MOLDED CASE 30 AMP Nonstock Item at FDL		403.200/ea	1612.80	
8ea	SQD 9001KS11BH13 2 POS SW 1NO-1NC		67.100/ea	536.80	
8ea	SQD 9001KN244 OFF-ON LEGEND PLT		3.300/ea	26.40	
8ea	SQD 9001KR1UH13 ALL COLORS PB		56.288/ea	450.30	
8ea	SQD 9001KN223 RESET LEGEND PLT		3.300/ea	26.40	
8ea	SQD 9001K2106 2W 2.5K OHM POT OPER Nonstock Item at FDL		191.888/ea	1535.10	
Taxes not included, they will be included on invoices when applicable! All Wire Quotes are valid for 24 hours only!!			Subtotal	12598.70	
			S&H Charges	0.00	
			Amount Due	12598.70	



**City Council Communication
Regular Meeting - April 28, 2025**

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

Subject:

Seward Road Phase 4 Profile Adjustment near Norfolk and Southern RR Tracks – Right of Way Services

Legislation Title:

\$20,000 - Seward Road Phase 4 Profile Adjustment near Norfolk and Southern RR Tracks – Right of Way Services (Public Works)

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing funding for right of way services in the amount listed in the financial impact section.

Discussion:

It is necessary for City Council to authorize the funding for right of way services for the 2025 Seward Road Phase 3 Improvements. These services include negotiation services with appraisals being paid out of Public Works operating budget.

This project is programmed in the proposed 2025-2029 CIP as 5PW21.

The project will widen the road and adjust the profile of the road north and south of the Norfolk and Southern Railroad tracks (close to Tylersville Road) and will better accommodate truck traffic. It is scheduled to bid as soon as practical and construction will begin in summer 2025.

Funding is being shared between the developer and the City with most City costs being reimbursed through separate grants from the Ohio Department of Transportation and the Ohio Department of Development.

Financial Impact:

\$20,000.00 from the NE Development TIF 222 Fund for Environmental Design Services

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 25-00250-01P Proposal - FINAL

Corporate:
450 Grant St. Akron, OH 44311

Cleveland | Columbus
Newark | Mason

800.835.1390
envdesigngroup.com

April 16, 2025

Nicholas Dill, P.E.
City Engineer
City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

**RE: Norfolk Southern RR Crossing Reprofile at Seward Road
Environmental Design Group No. 25-00250-01P**

Dear Mr. Dill,

Environmental Design Group is pleased to submit our proposal for professional services ("Services") in response to our conversation/email on April 1, 2025, for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

We understand that the City of Fairfield will execute a separate contract with Environmental Design Group for this work. If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330-375-1390. We look forward to working with you and appreciate your business.

Sincerely,



R. Douglas Briggs, P.E., P.S. | dbriggs@envdesigngroup.com | 513-519-1756
Director

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract
Exhibit C: Fee Framework

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

_____ Signature	_____ Print	_____ Date
--------------------	----------------	---------------

Special Instructions: _____

Corporate:
450 Grant St. Akron, OH 44311

Cleveland | Columbus
Newark | Mason

800.835.1390
envdesigngroup.com

We will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact _____

AP Email _____

AP Phone _____

Email an additional copy of the Invoice to:

1. _____

2. _____

We accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390 or securely through our payment portal on our website (envdesigngroup.com). Please have the following information readily available when processing payment: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

PROJECT UNDERSTANDING

The project is located at the Norfolk Southern railroad crossing on Seward Road, approximately .75 miles South of Tylersville Road in the City of Fairfield, Butler County, Ohio. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Right-of-Way Acquisition Services for the Norfolk Southern RR Crossing Reprofile at Seward Road

Environmental Design Group will provide Right-of-Way acquisition services for up to three (3) parcels for the Norfolk Southern RR Crossing Reprofile at Seward Road project. These services will include project management, title research, negotiation, closing, and parcel staking if requested.

The project involves a small road improvement to reprofile the Norfolk Southern railroad crossing on Seward Road. The purpose is to enable lowboy trucks to cross the tracks. The City intends to bid the project in summer 2025 in order to meet their construction schedule.

Based on the 85% Right-of-Way Plans, this project will require right-of-way acquisition from three (3) owners. Although the takes include a standard highway and temporary easements, the grading impacts to private property are expected to be fairly significant as a result of the reprofiling. Scoping of the project will be needed to gain a final idea of appraisal types, but due to the size of the easements, we assume the appraisals will be in a Value Analysis format.

Our cost proposal is based on the assumption that, prior to authorization, Environmental Design Group will receive from the City of Fairfield the following information:

- Environmental Document approval
- Complete Right-of-Way Plans
- Complete Construction (Stage 3) Plans

Environmental Design Group services to be performed include:

- Project Management
- Title Report Research and Preparation
- Negotiations
- Title update for Appropriation - two (2) – if needed
- Mortgage Release – one (1) – if needed
- Closings and Recordings
- Right-of-Way Staking for Owners - three (3) - if requested by City

The Ohio Department of Transportation's standard scope of services and ODOT policies and procedures for Real Estate Services will be used. Billing packets will be provided in the format requested by the City of Fairfield and final deliverables will be provided for review upon project completion.

If there are delays, changes in scope, or other unforeseen factors, we request the opportunity to review and renegotiate this fee proposal.

Environmental Design Group's services for this project do not include the following:

- Design Survey
- Appraisal

- Appraisal Review
- Relocation
- Relocation Review
- Legal services for Appropriations cases

PROJECT QUOTATION

Environmental Design Group will invoice for the described professional services on a time-and-expense basis. These services and related expenses will be billed at the hourly and reimbursable rates in effect at the time the work is completed. Please refer to Exhibit C for Environmental Design Group's current hourly and reimbursable rates. We estimate the fee for these professional services at a not to exceed amount of **Twenty Thousand Dollars and Zero Cents (\$20,000.00)**.

This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., prints, reproductions, photos, mileage, Consultant and agency fees, etc.) are not included in the price shown for professional services. From the date of acceptance of this Agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the Agreement may be subject to renegotiation.

PROJECT SCHEDULE

Environmental Design Group will complete the scope of services with reasonable diligence to meet your anticipated completion schedule to get the project bid this summer (2025).

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe the responsibilities both of Environmental Design Group and the Client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the Agreement will be considered the Client's only official representative with respect to this Agreement.
2. Client will provide engineering and surveying data and other existing information in the Client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed-upon scope of services. It supersedes any other previous requests, discussions, or versions including requests for proposals or other owner-initiated scope documents.
5. This proposal is based upon the current regulations of the applicable local, county, and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
6. Fees for Permits or Plan Reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
7. Environmental Design Group offers professional services and will work to accomplish the Client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory process.
8. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group and extended review periods may impact and/or delay project completion.

9. If Environmental Design Group identifies an event or condition which under applicable law requires a report or notification to a government agency, the Client will report or notify the appropriate agency. Any additional costs associated with reporting or documentation to a government agency will be the responsibility of the Client.
10. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
11. In the event the proposal indicates that survey data, including a topographic survey performed by others, is to be provided by the Client, the Client is responsible for the accuracy of the data provided to Environmental Design Group for use in the design process. If any discrepancies, or inaccuracies are identified in the provided information, the Client will be responsible for providing revised data or any additional data required. Any review or coordination time required on the part of Environmental Design Group to obtain such adequate information will be considered an additional service under the terms of the Agreement. Environmental Design Group will not be responsible for any costs associated with redesign or construction change orders caused by inaccurate and/or missing data.
12. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Environmental Design Group can provide many of these services if requested by the Client, they will be provided only through amendment to the fees and scope of services of this Agreement.
13. Rates are based on the level of complexity as determined from right-of-way plans. Property valuations and unanticipated ownership issues may complicate the work process.
14. It is assumed that rights of entry and appropriations are acceptable methods for clearing the parcels in circumstances where normal acquisition procedures are not successful.
15. It is assumed that the Client will provide their own legal counsel for appropriations cases. If outside counsel is needed, Environmental Design Group can provide recommendations at the request of Client.
16. Environmental Design Group is offering expert witness services based on opinions and interpretation of information based on professional expertise and sound professional judgment. Environmental Design Group does not warrant or guarantee the outcome of the claim. Client agrees that Environmental Design Group cannot be held liable for the outcome, but the fees established herein shall be paid regardless of the outcome. This is for appropriation cases if necessary. Fees to be established if needed.

STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between City of Fairfield (Client), and Environmental Design Group, an Ohio limited liability company; ("CONSULTANT"), is effective as of April 16, 2025. The parties agree as follows:

1. Consultant shall perform the services set forth in EXHIBIT A ("Contracted Services"), attached and incorporated herein by reference.
2. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire Agreement between the Client and Consultant relating to the project and the provision of services to the project. Any prior Agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings related to this Agreement must be brought in a court of competent jurisdiction venued in Summit County, Ohio.
5. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
6. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this Agreement will be valid and binding on Client and Consultant.
7. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this Agreement unless expressly set forth herein.
8. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this Agreement.
9. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications, or other documents and/or field work required by one (1) or more governmental agencies, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this Agreement are not to be considered precise

unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, sub-surface soil tests, or general soil testing.

11. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment, materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
12. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
13. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
14. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
15. This Agreement may be terminated by either party with thirty (30) days written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
16. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
17. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this Agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the

basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
19. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. After ninety (90) days Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred for collection. You will be responsible for any and all expenses incurred by Environmental Design Group in the collection of any unpaid invoice, including actual fees and related costs incurred by legal counsel.

Should any action be necessary to recover monies owed after 90 calendar days from the date of the original invoice, an additional charge of 1.5% per month of the outstanding balance will be applied. If Environmental Design Group refers the debt to a collections firm or to legal counsel, Client shall also be responsible for paying all of Environmental Design Group's collection costs and fees, including interest, court costs, expenses, and reasonable attorney's fees (even if contingency-based).

20. Limits of Liability shall be as specified below:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project and paid to Consultant, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

21. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
22. Under no circumstances will any legal action in any way connected with this Agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated prior to substantial completion, in which case the date of termination of this Agreement will be the date on which such period will commence.
23. The work is being conducted and the report is prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
24. Assignment of reliance to third parties can be made, however, this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms, and conditions under which this report was originally prepared apply to any and all third-party recipients.
25. Insurance: Environmental Design Group warrants that it has workers' compensation coverage, and professional liability and such coverage under public liability and properties damage insurance policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives

and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.

26. Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this Agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this Agreement.
27. **Standard of Care:** Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require Environmental Design Group to perform professional services to a standard that exceeds the Standard of Care. Environmental Design Group makes no express or implied warranty of any sort including, but not limited to, warranty of merchantability or warranty of fitness for a particular purpose.
28. Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys, or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations but shall not be responsible for any interpretations by others of the information developed.

29. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Environmental Design Group nor the Client, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Environmental Design Group and the Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.
30. **SPECIAL TERMS AND CONDITIONS**
The following articles are hereby modified and shall take precedence over the corresponding articles within the Agreement:

Modification #	Modification Description

EXHIBIT C STANDARD FEE SCHEDULE FY 2025

The schedule of hourly rates, itemized according to employee classification, represents the full range of staff that can be called upon to serve our Clients' needs.

Corporate:
 450 Grant St. Akron, OH 44311
 Cleveland | Columbus
 Newark | Mason
 800.835.1390
 envdesigngroup.com

Employee Classification	Hourly Rates
Principal Director	\$245 - \$420
Associate Director	\$225 - \$275
Senior Project or GIS Manager Senior Project Engineer Senior Landscape Architect	\$205 - \$285
Acquisition Project Manager	\$200 - \$235
Project or GIS Manager Construction Manager Funding Administrator Senior Professional Surveyor Senior Environmental Scientist Senior Ecologist	\$180 - \$275
Associate Project or GIS Manager Project Engineer Project Surveyor Ecologist Senior Designer	\$130 - \$180
Senior Acquisition Agent Title Research Agent	\$140 - \$160
Landscape Architect Environmental Scientist Operations Superintendent Resident Representative Construction Inspector Senior Survey Crew Chief GIS Specialist or Analyst	\$110 - \$165
Junior Acquisition Agent	\$80 - \$100
Construction Inspector Intern	\$65 - \$82
Co-op/Intern	\$65 - \$82
Land Planner CADD Designer Project or GIS Technician Survey Crew Chief	\$90 - \$175
Administrative Assistant	\$90 - \$125
Project Controls	\$85 - \$173
Survey Crew GIS Data Collection	\$230 - \$280

Overtime - Overtime will be billed at 1.5 times the standard hourly rate shown (with pre-approval from Client).

Expenses - All expenses will be charged on per unit basis or at cost plus 15%.

Late Fees - Amounts not paid within thirty (30) days of the stated invoice date will be charged interest at the rate of 1% per month (12% per annum).

Vehicle - \$69.00 per business day.

Corporate:
450 Grant St. Akron, OH 44311

Cleveland | Columbus
Newark | Mason

800.835.1390
envdesigngroup.com

EXHIBIT C

STANDARD REIMBURSABLE SCHEDULE

FY 2025

Mileage	Current IRS Rate
Copy Charges (black & white)	\$0.25 per page
Copy Charges (color)	\$1.00 per page
Plotting Charges:	
Color Bond	\$1.75 per sq ft
Presentation Bond	\$2.50 per sq ft
Mylar	\$1.50 per sq ft
Plan Set Charges:	
Bond	\$1.50 per sheet
Mylar	\$6.00 per sheet
Survey Equipment and Materials	Cost + 15%
Environmental Equipment and Materials	Cost + 15%
Other Project Related Equipment and Materials	Cost + 15%