

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, May 12, 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

6:00 PM - Town Center

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Councilmember Debbie Pennington

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

Citizen Comments

Council Reports

Public Hearing(s)

Approval of Minutes

1. Regular Meeting Minutes - April 28, 2025

Old Business

None.

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

1. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute an amendment to the lease with American Tower and declaring an emergency.

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

- b. An Ordinance approving and authorizing execution of a Special Assessment Refund Agreement for the Forest Fair Mall Redevelopment Project and declaring an emergency.

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

2. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to enter into a service agreement with Kaizen Laboratories Inc. to develop and provide a new, updated recreation management software solution for use by the Parks and Recreation Department, and declaring an emergency.

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

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into a contract with Polydyne, Inc. for the purchase of Sludge Conditioning Polymer

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

4. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to execute a contract with Jerry Pate Turf and Irrigation dba Century Equipment for the purchase of a Toro Groundmaster 4000 mower and declaring an emergency.

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

- b. Ordinance to authorize the City Manager to enter into a contract with FYDA

Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108SD single axle truck cab and chassis for the Street Division of the Public Works Department and declaring an emergency.

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

- c. Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner M2 106 single axle truck cab and chassis for the Street Department and declaring an emergency.

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

- d. Ordinance to authorize the City Manager to enter into a contract with WA Jones for the outfitting of a Freightliner 108SD single axle truck cab and chassis for the Street Department and declaring an emergency.

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

- e. Ordinance to authorize the City Manager to enter into a contract with Best Equipment Company for the purchase of an ODB LCT650 Leaf Machine for the Street Department and declaring an emergency.

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

5. Finance & Budget - Councilmember Tim Meyers

- a. 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

- 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: \$648,000 total (Detail: \$130,000 purchase of

Freightliner Truck (Public Works); \$121,000 purchase of Freightliner Snow Plow (Public Works); \$159,000 outfitting of snow plow (Public Works); \$120,000 purchase of mower (Public Works); \$95,000 purchase of leaf machine (Public Works); \$23,000 bunker renovation additions (Parks & Recreation))

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

\$23,000 - Bunker Renovation Additions (existing contract - Parks & Recreation)

- 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: \$903,547 total

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

\$42,000.00 - Water Division - Fire Hydrants and repair parts (Public Utilities)

\$70,000 - Wastewater Plant Power Generator (Public Utilities)

\$33,691 - Winton Hills Park Automatic Gate Installation (Public Works)

\$42,000 - Installation of Locution Fire Alerting System (Fire Department)

\$40,000 - purchase of a CAT Fork Lift (Public Works)

\$70,000 - outfitting of equipment for the new brush truck #004 (Public Works)

\$74,725 - purchase of a new Utility Truck for the Water Division (Public Works)

\$85,000 - Repairs and Upgrades to the Justice Center (multiple vendors; Public Works)

\$30,000 - Repairs and Upgrades to the Lane Library (Public Works)

\$133,190 - purchase & outfitting of a new Utility Truck for the Water Division (multiple vendors; Public Works)

\$102,941 - purchase & outfitting of a new Utility Truck for the Sewer Division (multiple vendors; Public Works)

\$45,000 - purchase of a Chevrolet Equinox Electric Vehicle (Public Works)

\$95,000 - purchase & outfitting of a Staff Vehicle for the Fire Department (multiple vendors; Public Works)

\$40,000 - Municipal Building Upgrades (Public Works)

Meeting Schedule

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

Monday, July 14 - 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 28, 2025**

Council-Manager Briefing

None.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 7:00 PM.

Prayer/Pledge of Allegiance

Councilmember Dale Paullus

Councilmember Paullus led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

Councilmember Meyers, seconded by Councilmember Paullus, moved for Executive Session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance. Roll call vote. Motion carried 7-0.

Special Presentations

1. Recognition of Terra Combs, owner of Dixie Chicks Barber Shop

Vice Mayor Kraft presented a certificate of recognition to Terra Combs, owner of Dixie Chicks Barber Shop, in response to a citizen email regarding her exemplary customer service.

2. Presentation of Service Award to Alisha Wilson, Clerk of Council

Councilmember Brill presented Clerk of Council Alisha Wilson with a certificate in recognition of 15 years of service to the City of Fairfield and commended her for her work with Mayor and Council.

3. Mayor's Youth Commission Public Utilities Presentation

Members of the Mayor's Youth Commission presented an overview of what they learned during their time with the Public Utilities Department this school year. See attached slides.

Citizen Comments

Barbara Shyer, with the National Association of Letter Carriers, announced the annual food drive on the second Saturday of May (May 10, 2025). She said it is the largest one-day food drive in the country, and all residents need to do is place food next to mailboxes or in boxes around the community. Last year, they collected around 17,000 lbs of donations in Butler County. She also suggested that, with regard to the residential tree program, the City considers supporting native plants a little more than 50% to encourage more native plantings in the City.

KT Sills, with Shared Harvest Food Bank, applauded the tremendous impact of the Letter Carriers Food Drive. She stated that 1 in 7 people experience food insecurity in the US, despite working diligently to support their family.

Niki Smith, 5753 Gray Road, stated that she is concerned about Council considering a bar or restaurant at Marsh Park, trash, noise, traffic, concerned that it will negatively impact the area.

Charlie Pierce, 5212 Cherry Mill Court, stated that there is a diamond in the middle of the community that could be taken advantage of - Mercy HealthPlex. It was a great place to go but is now vacant. He would like Council to look into the availability of taking it over and managing it or assigning it to someone else to manage. City Manager Timmer assured him that the City was staying involved and informed regarding the future of that building.

Marc Conter, 5772 Gray Road, made a formal request that the third reading be paused for the Marsh Park Master Plan to give time to digest it a bit. He requested Council to take a minute to engage the community one more time and stated that he attended many of the meetings. He recommended bringing everyone in the Lakes Community out to hear from the City directly. He stated that the City has waited a long time to get anything done and there are things that can be done in the meantime, but commercial development needs to be vetted more. He feels that the rest of the plan is great. Councilmember Meyers explained and confirmed with City Manager Timmer that all this does is move the conceptual plan forward, but no money is being appropriated and every aspect of the plan will be vetted more thoroughly, requiring specific approval to move forward. City Manager Timmer explained that any future action would be filtered through the Parks Board and Council, which is the process for all Parks projects. Councilmember Meyers stated that there is more time to fine-tune details as each step is thoroughly reviewed and approved and that this is simply the Master Plan to move things forward.

Shantel Oliver, Bibury Road, stated that everything doesn't need to be developed, which creates more noise. She said that we need mature trees for eagles and more quiet. She feels that Marsh Park is the last little gem of Fairfield, and a coffee shop or snack bar would be a better option than a bar or restaurant. She feels that the City should charge money for fishing to help keep it cleaner and protect the green space.

Tina Conter, 5772 Gray Road, stated that she feels like we are at a "Pave Paradise, put up a parking lot" point. She said that she enjoys the ambiance and enjoyed Fridays at the Lake, so she would like to see more of that. She does agree that the park could use improvements to the paths and trails.

Council Reports

Councilmember Meyers thanked Mandi and Parks team, as well as City Manager Timmer, for work at the golf course. He said the paths at South Trace were very smooth. He stated that the city is doing well financially and tax season has concluded.

Councilmember Kraft reported that the Marsh Lake Master Plan has spurred discussion and community involvement, which is a great thing, and he encourages more of that.

Councilmember Pennington reported that Public Works is currently doing infrastructure repairs, as well as brush clean-up, and reminded citizens to please be aware of workers in the right-of-way.

Councilmember Besl reported some parks stats that she felt were important for residents to know. She reported that the City has 18.5 acres per 1,000 people with 1,392 residents per park vs. 2,386 national average. She announced that the City received its 30th Tree City Award and 14th Growth Award, and commemorated the event with a tree planted at Huffman donated by Duke Energy. She also reported that paving of park parking lots will begin soon and residents should be aware of parking lot closures.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - April 14, 2025

The Regular Meeting Minutes of April 14, 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 - Third Reading
- Motion - Adoption

Councilmember Besl presented the third reading of this ordinance.

Councilmember Meyers stated that he is proud of democratic process and passion of the residents regarding this topic. Marsh Lake is very important to him and his family. He is

open to any type of conversation regarding more in-depth planning of each aspect of the project. He noted that Fairfield is one of the only cities in Ohio with a Sustainability Plan, which includes Marsh Lake. He extended a special thanks to members of the Parks Board, who volunteer their time to the city and the betterment of the parks, and stated that he is eternally grateful for everything they have done. He is voting yes to move forward with the understanding that there will be much more dialogue and deeper conversation. He stated that there is nothing in the master plan about a bar, only two mentions in comments from the survey but is not a term in the plan. The term used in the plan is "flexible lease space," with a concept related to brewery or taproom.

Councilmember Kraft stated that it is important to call out the difference of opinion in the last few weeks. He understands that some residents are concerned with budget and increased traffic and noise. He stated that he supports the trail and path improvements and would like to see everyone come together to develop a plan that is best for most of the residents. He also stated that the city would maintain ownership of any lease space to maintain control over its use.

Councilmember Brill stated that her first home was in Lakes community, and it holds a special place in her heart. She said that the parks mean a great deal to her and her family and she is on Council because she cares about the community, not for self-service. She stated that it is important to her to hear what residents want and she takes all comments into consideration. She also said that not one person on Council is self-serving. Everyone wants what is best for the entire community. She explained that none of the plan is set in stone but is a work in progress. She reminded everyone to pick up after themselves when they enjoy the parks to help keep them clean.

Councilmember Leslie Besl, seconded by Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 50-25. APPROVED 7-0.

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

Councilmember Besl presented the second reading of this ordinance.

Councilmember Leslie Besl, seconded by Adam Kraft, moved to suspend third reading. Motion Yes 7, No 0, Abstained 0. Councilmember Leslie Besl, seconded by Adam Kraft, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 51-25. APPROVED 7-0.

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

Councilmember Pennington presented the third reading of this ordinance.

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

ORDINANCE NO. 52-25. APPROVED 7-0.

- 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

Councilmember Pennington presented the second reading of this resolution.

Councilmember Debbie Pennington, seconded by Leslie Besl, moved to suspend third reading. Motion Yes 7, No 0, Abstained 0. Councilmember Debbie Pennington, seconded by Adam Kraft, moved to adopt. Motion Yes 7, No 0, Abstained 0.

RESOLUTION NO. 4-25. APPROVED 7-0.

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

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

1. 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.

Councilmember Brill, seconded by Councilmember Davidson, moved to approve the 2025 Summer Schedule. Motion carried 7-0.

SIMPLE MOTION NO. 5-25. APPROVED 7-0.

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

Councilmember Meyers, seconded by Councilmember Besl, moved to appoint Councilmember Brill as the representative to the Sustainability Commission. Motion carried 7-0.

SIMPLE MOTION NO. 6-25. APPROVED 7-0.

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.

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.

Councilmember Kraft presented the first reading of this ordinance.

Councilmember Adam Kraft, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Adam Kraft, seconded by None, moved to adopt. Motion Yes 7, No 0, Abstained 0.

ORDINANCE NO. 53-25. APPROVED 7-0.

- 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.

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.

Councilmember Kraft presented the first reading of this ordinance.

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

ORDINANCE NO. 54-25. APPROVED 7-0.

- 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.

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.

Councilmember Kraft presented the first reading of this ordinance.

Councilmember Adam Kraft, seconded by Leslie Besl, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Adam Kraft, seconded by Gwen Brill, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 55-25. APPROVED 7-0.

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.

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.

Councilmember Paullus presented the first reading of this ordinance.

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

ORDINANCE NO. 56-25. APPROVED 7-0.

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

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.

Councilmember Paullus presented the first reading of this resolution.

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

RESOLUTION NO. 5-25. APPROVED 7-0.

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.

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.

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 57-25. APPROVED 7-0.

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

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.

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

ORDINANCE NO. 58-25. APPROVED 7-0.

- 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.”
- Contractual Appropriations: \$390,000 total (Detail: \$150,000 for TED Transfer to CIC (Development); \$240,000 for Fire Station Alerting System (Fire))

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

ORDINANCE NO. 59-25. APPROVED 7-0.

- 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

Councilmember Meyers presented the first reading of this ordinance.

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

seconded by Gwen Brill, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 60-25. APPROVED 7-0.

\$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

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 8:20 PM

Adjournment

The Regular Meeting adjourned at 8:54 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved:



A Year in Review of Our Time with the Public Utilities Department

Public Utilities Mission Statement

The primary objectives of the Public Utilities Department are to:

- Protect public health and safety
- Protect the environment
- Provide exceptional customer service
- Provide stable and cost-effective rates



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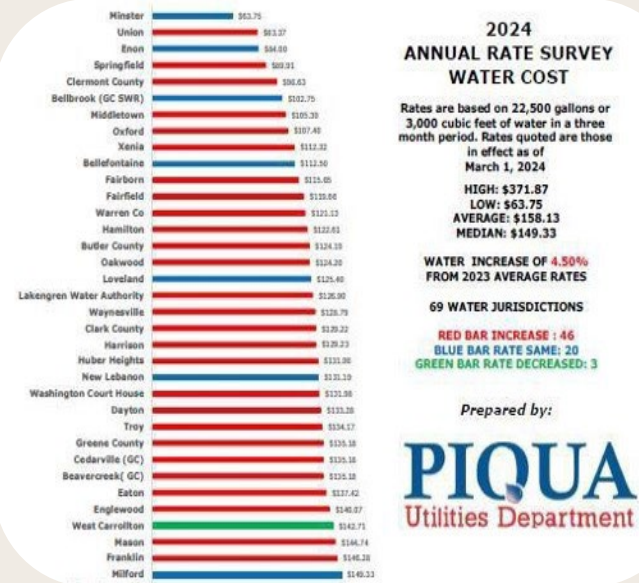
Operations



Rates

Minimum Monthly Water & Sewer Charges According to Meter Size

Meter Size	Minimum Usage	Minimum Water Charge	Minimum Sewer Charge
3/4 inch	3,000 gallons	\$17.46	\$19.80
1 inch	6,000 gallons	\$34.92	\$39.60
1 1/2 inches	10,000 gallons	\$58.20	\$66.00
2 inches	20,000 gallons	\$116.40	\$132.00
3 inches	45,000 gallons	\$261.90	\$297.00
4 inches	80,000 gallons	\$465.60	\$528.00
6 inches	180,000 gallons	\$1,047.60	\$1,188.00
8 inches	240,000 gallons	\$1,396.80	\$1,584.00



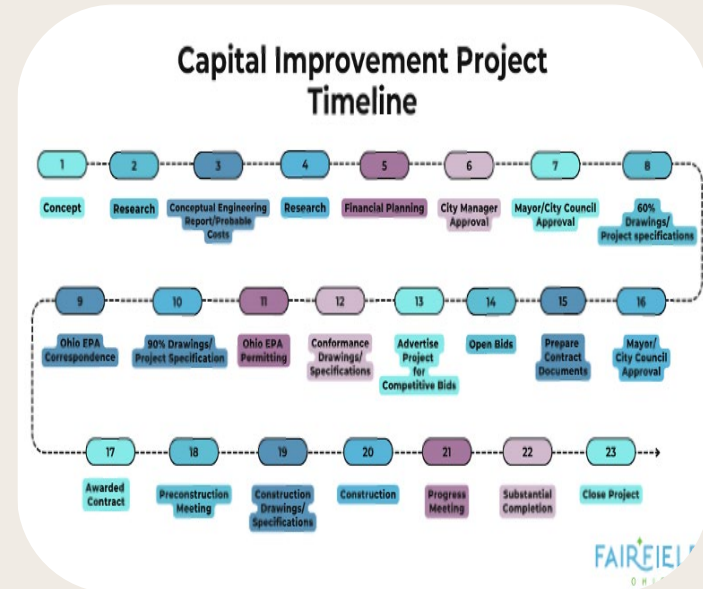
Source Water Protection

- To protect our groundwater, Fairfield is part of the **Groundwater Consortium**. The Consortium takes many steps to ensure the protection of the Great Miami Buried Aquifer:
- The Consortium has selected specific areas that need protection from contamination.
- The Consortium makes sure it has contingency plans in place in case of spills for both the short and long term
- The Consortium also takes preventative actions, including having businesses register their facilities with them.
- Working with Greater Cincinnati Water Works, the aquifer is constantly being monitored.



Capital Improvement

- The Public Utilities Department performs several Capital Improvement Project initiatives annually, in order to sustain critical assets and reinvest infrastructure. All projects are approved by the Mayor and City Council.



Water Treatment Processes

Water treatment is a process used to improve water quality for a specific use. There are seven parts to the water treatment process here in Fairfield:

1. First, water is pumped from our well field. This water comes from the Great Miami Buried Aquifer which holds 1.5 trillion gallons.
2. Next, air is added to the water in a process called aeration that removes gasses like carbon dioxide from the water
3. Thirdly, lime is added to the water, removing calcium and magnesium
4. CO₂ is added to the water to give it a stable pH
5. Sodium hypochlorite is added for water disinfection
6. Next, the water is filtered again
7. Finally, fluoride is added to the water for healthier teeth



Water Distribution

The City's Water Distribution System provides drinking water to the City's residents. The distribution system has three pressure zones. The system also has 6 water towers with a total capacity of over 8 million gallons:

Winton: 1.5 MG

Hunter: 3 MG

Mack: 0.5 MG

Seward: 1.5 MG

Seward: 0.5 MG

Port Union: 1.25 MG

The Distribution System also has over 190 miles of pipes, along with over 2000 fire hydrants which can be used to fight fires and protect the City's residents.

The System also uses a system of pumping and pressure reducing valves throughout the city to ensure constant water access for all users.

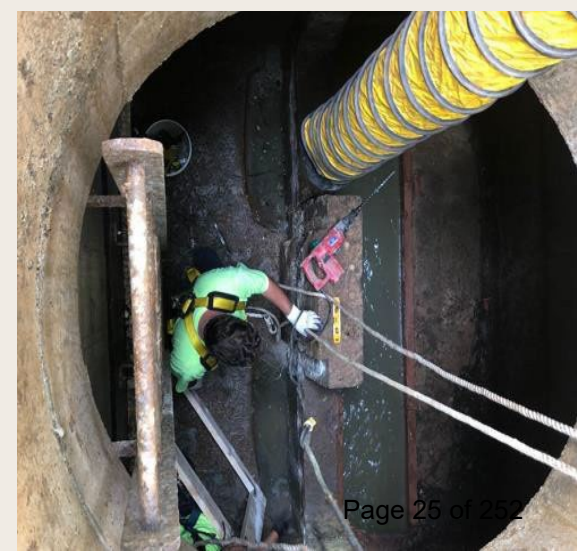


Wastewater Treatment

The journey of wastewater through a treatment plant involves several critical steps from initial entry to final release. The process ensures clean water returns to the environment.

- Pretreatment – grinding, screening, and pumping
- Primary Treatment – sludge removal
- Secondary Treatment – Activated Sludge – microorganisms' breakdown organic material in the water – Secondary Clarification – microorganisms settle releasing cleaned water
- Final Treatment – Disinfection – UV light destroys pathogenic bacteria
- Final Effluent – clean water is released into the LGMR, supporting the rivers ecosystem, preventing water pollution







**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Greg Kathman, Development Services Director
Department: Development Services

Subject:

American Tower - Third Amendment to Lease

Legislation Title:

Ordinance to authorize the City Manager to execute an amendment to the lease with American Tower and declaring an emergency.

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

Recommendation:

It is recommended that Council approve this ordinance as an emergency.

Discussion:

In 1998, the City entered into a lease agreement with AT&T Wireless to enable AT&T to install an antenna tower for wireless and cellular communication services on a City-owned site along Joe Nuxhall Way near the Fairfield Optimist Club. The lease was subsequently amended twice, in 2002 and 2012, to add additional area to the lease and to extend the lease term. At some point, the lease was transferred from AT&T to a company named American Tower.

American Tower currently pays a base rent of \$19,360 per year. Additionally, the company allows other cellular companies to lease space ("collocate") on the tower. The City is guaranteed 50% of any collocation fees collected.

American Tower recently approached the City to express interest in negotiating a third amendment to the lease. The company believes there is an opportunity to increase the marketability of the tower to potentially attract additional collocations. City staff, with assistance from the Law Department, have negotiated a draft third amendment. Execution of the third amendment would result in:

- The payment to the City of a one-time signing bonus of \$15,000
- An extension of the lease term, currently due to expire on June 30, 2043, for up to four additional five-year renewal terms
- An expansion of the lease area by an additional 500 square feet to accommodate new tower equipment

- The continuation of the 50/50 collocation fee split

Financial Impact:

The City currently collects \$19,360 per year in lease payments for this site. Approval of this third amendment will result in the immediate collection of a one-time payment of \$15,000 and an extension of the lease term for up to 20 additional years.

Emergency Provision:

Yes, to allow for the required due diligence to occur and engineering plans for the expansion area to be developed in a timely manner.

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. American Tower Third Amendment to Lease 2025
2. AMERICAN TOWER-ORD

THE THIRD AMENDMENT TO SITE LEASE AGREEMENT

This Third Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Fairfield, Ohio** ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated May 20, 1998 (the "**Original Lease**"), as amended by that certain First Amendment to Site Lease Agreement dated April 24, 2002 (the "**First Amendment**"), as amended by that certain Second Amendment to Site Lease Agreement (the "**Second Amendment**"; Original Lease, First Amendment, and Second Amendment, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such easements, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **fifteen thousand and 00/100 Dollars (\$15,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on May 20, 1998, and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on June 30, 2043. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within thirty (30) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has

diligently commenced to cure a material default within thirty (30) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the thirty (30) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the thirty [30] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Tenant's Right to Expand Leased Premises.**

- a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord agrees that in order to induce additional co-locators on the tower, Landlord agrees to grant Tenant an option to expand the Leased Premises to include up to an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be as mutually agreed to by Landlord and Tenant (the "**Expansion Area**") prior to such co-locator's addition to the tower.
- b. Tenant may, by written notice to Landlord, exercise said option, in Tenant's sole and absolute discretion, at any time prior to such co-locator's addition to the tower during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel which is contiguous to the Leased Premises lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the proposed Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant's sole discretion, with Tenant's ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises as mutually agreed to by Landlord and Tenant, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel lying within one hundred feet (100') of the Leased Premises. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.
- c. The "**Commencement Date**" of the expansion of the Leased Premises, to include the Expansion Area, shall be the earlier of: (i) the date that one of Tenant's customers commences payment to Tenant under a sublease, license or other form of collocation agreement that grants said customer use of the Expansion Area; (ii) the date that Tenant issues a written 'Notice To Proceed' to one of Tenant's customers for the purpose of commencing said customer's installation of equipment on all or a portion the Expansion Area; (iii) if no written 'Notice to Proceed' is issued, then the date that Tenant, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expansion Area; (iv) the date that Tenant issues a written notice to Landlord evidencing its intent to commence leasing the Expansion Area; or (v) in the event Tenant commences payment of the additional

rent described in Section 5 below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences.

4. **Revenue Share.** In the event the Commencement Date has occurred, Tenant shall pay a Collocation Fee (as defined in the Second Amendment) for each Additional Collocator (as defined in the Second Amendment) within the Expansion Area and pursuant to the terms and conditions of Section 4 of the Second Amendment.
5. **Rent and Escalation.** Commencing on July 1, 2024, the rent payable from Tenant to Landlord under the Lease shall be **nineteen thousand three hundred sixty and 00/100 Dollars (\$19,360.00)** per year (the "**Rent**"). Commencing on July 1, 2028, and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to **ten percent (10%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined in Section 4(a) of the Second Amendment) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount, provided such deduction is taken no more than one (1) year subsequent to such overpayment. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Fairfield, Ohio**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
6. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.
8. **Tenant Statements.** Tenant hereby represents and warrants to Landlord that: (i) to the extent applicable, Tenant is duly organized, validly existing, and in good standing in the jurisdiction in which Tenant was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Tenant has the full

power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Tenant, have the authority to enter into and deliver this Amendment on behalf of Tenant; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Tenant of this Amendment; (iv) Tenant has acquired all rights of the Tenant under the Lease; (v) to the best of Tenant's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises. The representations and warranties of Tenant made in this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 13 of the Original Lease, Section 3 of the First Amendment, and Section 7 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn.: City Manager 5350 Pleasant Avenue, Fairfield, OH 45014, with a copy to: Attn.: Law Director 530 wessel Dr. Suite 2-A Fairfield, Ohio 45014; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** From and after the Effective Date and notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Taxes.** During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing

authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due.

14. **Deletions**. The Parties acknowledge and agree that the following portion of Section 10 of the Original Lease is hereby deleted and is of no further force and effect: “and personal property taxes attributable to the Antenna Facilities. Landlord shall pay when due all real property taxes, fees and assessments attributable to the Property and Premises.”
15. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control. The provisions of the Original Lease and prior amendments shall remain in full force and effect except to the extent any provision is modified herein.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Fairfield, Ohio,

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

TRACT II

SITUATED AND BEING IN SECTION 5, TOWN 1, RANGE 2, CITY OF FAIRFIELD, BUTLER COUNTY, OHIO AND BEING PART OF LOT #19 AS KNOWN AND DESIGNATED ON THE LIST OF LOTS FOR SAID CITY IN THE BUTLER COUNTY AUDITOR'S OFFICE AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SUNRISE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 11 IN THE BUTLER COUNTY RECORDER'S OFFICE, SAID POINT FOUND BY MEASURING FROM THE SOUTHWEST CORNER OF SAID SECTION 5, TOWN 1, RANGE 2 AND ALONG THE SOUTH SECTION LINE, S 84°50' E, 1291.90 FEET; THENCE ALONG SAID WESTERLY LINE OF SUNRISE PARK SUBDIVISION, N 22°08' E, 237.37 FEET; THENCE FROM THE POINT POINT OF BEGINNING THUS FOUND, N 67°52' W, 205.14 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 215.00 FEET A DISTANCE OF 271.97 FEET (CHORD OF SAID CURVE BEARING N 31°37'42" W, 254.19 FEET); THENCE N 4°36'37" E, 451.94 FEET; THENCE ALONG THE NORTH LINE OF SAID LOT #19, S 85°25' E, 486.64 FEET; THENCE S 4°35' W 391.40 FEET, THENCE ALONG A WESTERLY LINE OF SAID SUNRISE PARK SUBDIVISION, S 53°34' W 68.60 FEET THENCE CONTINUING ALONG A WESTERLY LINE OF SAID SUNRISE PARK SUBDIVISION, S 22°08' W, 296.26 FEET TO THE POINT OF BEGINNING, CONTAINING 6.844 ACRES OF LAND, MORE OR LESS.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

EXHIBIT A (Continued)

LEASED PREMISES

SITUATED AND BEING IN SECTION 5, TOWN 1, RANGE 2, CITY OF FAIRFIELD, BUTLER COUNTY, OHIO AND BEING PART OF LOT #19 AS KNOWN AND DESIGNATED ON THE LIST OF LOTS FOR SAID CITY IN THE BUTLER COUNTY AUDITOR'S OFFICE AND IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWN 1, RANGE 2; THENCE NORTH 04°36'37" EAST, A DISTANCE OF 932.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FOREST LAKE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE SOUTH 85°25'00" EAST, A DISTANCE OF 1345.73 FEET; THENCE DEPARTING THE SOUTH RIGHT OF WAY LINE SOUTH 04°35'00" W, A DISTANCE OF 30.68 TO THE POINT OF BEGINNING; ; THENCE SOUTH 84°15'06" EAST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 05°44'54" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 84°15'06" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 05°44'54" WEST, A DISTANCE OF 32.00 FEET; THENCE NORTH 84°15'06" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 05°44'54" EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 84°15'06" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 05°44'54" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.05 ACRES (2,320 SQUARE FEET), MORE OR LESS.

Option for Expansion Area

Landlord agrees that in order to induce additional co-locators on the tower, Landlord agrees to grant Tenant and option to expand the Leased Premises to include up to an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be as mutually agreed to between Landlord and Tenant.

ACCESS AND UTILITIES

The access and utility easements include all easements of record and an easement on, over and across the following:

COMMENCING AT AN IRON PIN FOUND BEING NORTH 4°36'37" EAST 932.06' FROM THE SOUTHWEST CORNER OF SECTION 5, TOWN 1, RANGE 2; THENCE SOUTH 85°25'00" EAST 1220.13' TO A POINT BEING THE CENTERLINE AND THE REAL POINT OF BEGINNING FOR THIS HEREIN DESCRIBED 12' WIDE ACCESS EASEMENT;
THENCE SOUTH 9°57'08" WEST 18.39' TO A POINT; THENCE WITH AN ARC CURVING TO THE LEFT HAVING A RADIUS OF 18.39', LENGTH OF 33.36', BEING SUBTENDED BY A CHORD BEARING SOUTH 32°20'40" EAST 28.97'; THENCE SOUTH 82°57'07" EAST 112.25' TO A POINT BEING THE TERMINUS FOR THIS EASEMENT

EXHIBIT B

FORM OF MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No: 273730
ATC Site Name: FAIRFIELD OH
Assessor's Parcel No(s): A0700-002-000-044

Prior Recorded Lease Reference:

BK 6817 PG 1878
State of Ohio
County of Butler

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Fairfield, Ohio** ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated May 20, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be **June 30, 2063**. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Option to Expand Leased Premises.** The Landlord has granted to Tenant an option to expand the Leased Premises by approximately five hundred (500) square feet contiguous to the Leased Premises to be determined by mutual agreement of the Landlord and Tenant at the time such option is exercised.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby agrees that Tenant may complete and execute any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

ATC Site No: 273730
Site Name: FAIRFIELD OH

6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 5350 Pleasant Avenue, Fairfield, OH 45014; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Fairfield, Ohio,

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

PARENT PARCEL

Tenant shall have the right to replace this description upon Landlord's consent with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

TRACT II

SITUATED AND BEING IN SECTION 5, TOWN 1, RANGE 2, CITY OF FAIRFIELD, BUTLER COUNTY, OHIO AND BEING PART OF LOT #19 AS KNOWN AND DESIGNATED ON THE LIST OF LOTS FOR SAID CITY IN THE BUTLER COUNTY AUDITOR'S OFFICE AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SUNRISE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 11 IN THE BUTLER COUNTY RECORDER'S OFFICE, SAID POINT FOUND BY MEASURING FROM THE SOUTHWEST CORNER OF SAID SECTION 5, TOWN 1, RANGE 2 AND ALONG THE SOUTH SECTION LINE, S 84°50' E, 1291.90 FEET; THENCE ALONG SAID WESTERLY LINE OF SUNRISE PARK SUBDIVISION, N 22°08' E, 237.37 FEET; THENCE FROM THE POINT POINT OF BEGINNING THUS FOUND, N 67°52' W, 205.14 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 215.00 FEET A DISTANCE OF 271.97 FEET (CHORD OF SAID CURVE BEARING N 31°37'42" W, 254.19 FEET); THENCE N 4°36'37" E, 451.94 FEET; THENCE ALONG THE NORTH LINE OF SAID LOT #19, S 85°25' E, 486.64 FEET; THENCE S 4°35' W 391.40 FEET, THENCE ALONG A WESTERLY LINE OF SAID SUNRISE PARK SUBDIVISION, S 53°34' W 68.60 FEET THENCE CONTINUING ALONG A WESTERLY LINE OF SAID SUNRISE PARK SUBDIVISION, S 22°08' W, 296.26 FEET TO THE POINT OF BEGINNING, CONTAINING 6.844 ACRES OF LAND, MORE OR LESS.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description upon Landlord's consent with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

SITUATED AND BEING IN SECTION 5, TOWN 1, RANGE 2, CITY OF FAIRFIELD, BUTLER COUNTY, OHIO AND BEING PART OF LOT #19 AS KNOWN AND DESIGNATED ON THE LIST OF LOTS FOR SAID CITY IN THE BUTLER COUNTY AUDITOR'S OFFICE AND IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWN 1, RANGE 2; THENCE NORTH 04°36'37" EAST, A DISTANCE OF 932.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FOREST LAKE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE SOUTH 85°25'00" EAST, A DISTANCE OF 1345.73 FEET; THENCE DEPARTING THE SOUTH RIGHT OF WAY LINE SOUTH 04°35'00" W, A DISTANCE OF 30.68 TO THE POINT OF BEGINNING; ; THENCE SOUTH 84°15'06" EAST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 05°44'54" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 84°15'06" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 05°44'54" WEST, A DISTANCE OF 32.00 FEET; THENCE NORTH 84°15'06" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 05°44'54" EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 84°15'06" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 05°44'54" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.05 ACRES (2,320 SQUARE FEET), MORE OR LESS.

Option for Expansion Area

Landlord agrees that in order to induce additional co-locators on the tower, Landlord agrees to grant Tenant and option to expand the Leased Premises to include up to an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be as mutually agreed to between Landlord and Tenant.

ACCESS AND UTILITIES

The access and utility easements include all easements of record and an easement on, over and across the following:

COMMENCING AT AN IRON PIN FOUND BEING NORTH 4°36'37" EAST 932.06' FROM THE SOUTHWEST CORNER OF SECTION 5, TOWN 1, RANGE 2; THENCE SOUTH 85°25'00" EAST 1220.13' TO A POINT BEING THE CENTERLINE AND THE REAL POINT OF BEGINNING FOR THIS HEREIN DESCRIBED 12' WIDE ACCESS EASEMENT;
THENCE SOUTH 9°57'08" WEST 18.39' TO A POINT; THENCE WITH AN ARC CURVING TO THE LEFT HAVING A RADIUS OF 18.39', LENGTH OF 33.36', BEING SUBTENDED BY A CHORD BEARING SOUTH 32°20'40" EAST 28.97'; THENCE SOUTH 82°57'07" EAST 112.25' TO A POINT BEING THE TERMINUS FOR THIS EASEMENT

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE LEASE WITH AMERICAN TOWER 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 an amendment to the lease with American Tower in accordance with the amendment 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 required due diligence can occur and engineering plans for the expansion area to be developed in a timely manner; 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 - May 12, 2025**

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

Subject:
Forest Fair Mall Special Assessment Agreement

Legislation Title:
An Ordinance approving and authorizing execution of a Special Assessment Refund Agreement for the Forest Fair Mall Redevelopment Project 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 approve the ordinance as emergency.

Discussion:

As part of the redevelopment of the former Forest Fair Mall property, the current property owner (Cincinnati Holding Co.) and prospective developer (Hillwood) are preparing to pay off outstanding bonds that were issued in 2004 when the Mills Corporation renovated the mall property. The bonds were issued by the Port Authority of Greater Cincinnati and financed the construction of public parking and roadway improvements.

Special assessments paid by the property owners were established to repay the bonds. The assessments are collected by the Butler County Treasurer. The Treasurer transfers the payments to the City, which in turn transfers the payments to the Port Authority to repay the bond holders.

As proposed, the outstanding bonds will be paid off as part of the real estate closing when Cincinnati Holding Co. sells a portion of the site to Hillwood. It is anticipated that some amount of special assessments will also be paid to the Butler County Treasurer but will no longer be needed for the original purpose because the bonds will have been paid off.

Accordingly, the project partners have reasonably requested that the City refund any such special assessments that are received after the bonds are paid off. Approval of the ordinance would authorize the City Manager to execute a Special Assessment Refund Agreement which outlines the terms of the refund if such assessments are received.

The special assessments are also collected on the portion of the mall located in Forest Park. The City of Forest Park is similarly anticipated to approve a refund agreement.

Financial Impact:

Any refunds provided by this agreement would have no net cost to the City. The City has simply acted as a conduit to transfer the special assessment payments and would not otherwise be entitled to keep the revenue.

Emergency Provision:

Yes - Emergency approval is requested to ensure the property closing can proceed on schedule.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Ordinance Approving Refund Agreement
2. Special Assessment Refund Agreement
3. SPECIAL ASSESSMENT FOREST FAIR MALL-ORD

The City Council of the City of Fairfield, Butler County, Ohio, met in regular session on the ____ day of _____, 2025, at the office of said council with the following members present:

M ____ moved the passage of the following ordinance:

ORDINANCE NO. __-2025

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL ASSESSMENT REFUND AGREEMENT FOR THE FOREST FAIR MALL REDEVELOPMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, on December 30, 2003, a Petition Requesting the City of Fairfield, Ohio (the “City”) construct certain infrastructure improvements and requesting special assessments to pay for 100% of the cost of those improvements be levied on the benefitted property (the “Petition”) was submitted to the City by Cincinnati Mills LLC, (“Mills”) the sole owner of the benefitted properties, and on January 12, 2004, this City Council (the “Council”) of the City adopted Resolution 02-04; Ordinance No. 5-04 and Ordinance 6-04, declaring the necessity of the requested infrastructure improvements and the levying of special assessments to pay the cost of such improvements, determining to proceed with such infrastructure improvements and such special assessments and levying the special assessments; and

WHEREAS, the City, the City of Forest Park, Ohio, the Port Authority of Greater Cincinnati Development Authority, (the “Port”) and Cincinnati Mills, LLC entered into a Tax Increment Service and Cooperative Agreement, (the “Cooperative Agreement”) to provide for the financing, construction, operation and maintenance of public infrastructure improvements; and

WHEREAS, the Port, heretofore authorized, sold and delivered its \$18,000,000 Special Obligation Development Revenue Bonds (Cooperative Public Parking and Infrastructure Project), dated February 1, 2004 (the “Mills Bonds”), to finance the cost of constructing public parking and road improvements, in the City, of which \$9,760,000 remains outstanding; and

WHEREAS, pursuant to the Cooperative Agreement, the City has pledged the special assessments received by the City to the Port for payment debt service on the Mills Port Bonds; and

WHEREAS, Cincinnati Holding Co., LLC (the “Owner”) and Industrial VI Enterprises, LLC (the “Developer”) intend to deposit with U.S. Bank Corporate Trust National Association, as Trustee for the Mills Port Bonds an amount sufficient to defease the Mills Bonds and instruct the Trustee in cooperation with the Port to redeem and pay off the Mills Port Bonds in full, which will constitute payment in full of the Special Assessments; and

WHEREAS, the Owner and the Developer have also paid or caused to be paid Special Assessments, including all delinquent assessments, penalties, interest, fees and fines, to the Butler County Treasurer, but which Special Assessment, excluding penalties, interest, fees and fines have not yet been distributed by the County Treasurer to the City and will no longer be needed for their originally intended purpose;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fairfield, County of Butler, State of Ohio:

SECTION 1. That the Special Assessment Refund Agreement by and between the City and Cincinnati Holding Co., LLC, which is attached hereto, is hereby approved in substantially final form with only such changes that are not inconsistent with the provisions of this Ordinance and are not materially adverse to the interests of the City and are approved by the City Manager and legal counsel. The City Manager is hereby authorized and directed to execute said Special Assessment Refund Agreement and deliver such executed Special Assessment Refund Agreement to the Owner, execution of which shall evidence approval of the final terms thereof.

SECTION 2. That the City Manager is hereby authorized and directed to enter into and execute any other documents deemed necessary by the City's legal counsel to effectuate the transactions required pursuant to the Special Assessment Refund Agreement.

SECTION 3. That the obligations of the City under this ordinance do not and shall not represent or constitute a debt or pledge of the full faith and credit or the taxing power of the City and no member of council, officer, official, employee, agent, or legal representative of the City shall be liable personally for any obligations under this Ordinance or the Special Assessment Refund Agreement.

SECTION 4. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure for the reason that the public peace, health, safety and welfare of the inhabitants of the City of Fairfield require the immediate execution of the Special Assessment Refund Agreement, and it shall take effect immediately upon its adoption.

PASSED: _____, 2025.

Mayor

Attest:

Clerk of Council

EXHIBIT A
SPECIAL ASSESSMENT REFUND AGREEMENT

SPECIAL ASSESSMENT REFUND AGREEMENT

This Special Assessment Refund Agreement (the “**Agreement**”) is entered into by and between the **CITY OF FAIRFIELD**, an Ohio municipal corporation (the “**City**”) and **CINCINNATI HOLDING CO., LLC**, an Ohio limited liability company (the “**Taxpayer**”) as of the _____ day of _____, 2025 (the “**Effective Date**”).

WHEREAS, the City has previously passed its Ordinance No. 6-04 on January 12, 2004 (the “**Levying Ordinance**”) pursuant to which the City levied special assessments (the “**Special Assessments**”) on certain real property owned by the Taxpayer (configured for the most recent Tax Year for which taxes are due, Tax Year 2024, collection year 2025, in the parcels more fully described in **Exhibit A** attached hereto, and hereinafter the “**Assessed Parcels**”).

WHEREAS, the Special Assessments were subsequently pledged by the City to the Port of Greater Cincinnati Development Authority (the “**Port**”) pursuant to that certain Tax Increment Service and Cooperative Agreement by and among the City, the Port, and certain other parties, dated as of February 1, 2004 (the “**Cooperative Agreement**”) as security for repayment of the Port’s \$18,000,000 Special Obligation Development Revenue Bonds (Cooperative Public Parking and Infrastructure Project) dated February 18, 2004 (the “**Bonds**”).

WHEREAS, the Bonds have been defeased and shall be redeemed and paid in full on _____, 2025, and are therefore no longer outstanding (the “**Redemption Date**”).

WHEREAS, the Taxpayer has paid or caused to be paid Special Assessments, including all delinquent assessments, penalties, interest, fines, and fees, to the Butler County Treasurer (the “**Treasurer**”) prior to the Redemption Date, but which Special Assessments, excluding penalties, interest, fines and fees have not yet been distributed by the Treasurer to the City (the “**Surplus Special Assessments**”).

WHEREAS, the Surplus Special Assessments are not needed for their originally intended purpose, as the Bonds have been defeased and shall be paid in full on the Redemption Date.

NOW, THEREFORE, in consideration of the premises, the promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Refund of Surplus Special Assessments. If and to the extent that the City receives any Surplus Special Assessments, within thirty (30) days of receipt of such Surplus Special Assessments, the City will refund such Surplus Special Assessments for the benefit of the Taxpayer at the account information set forth in **Exhibit B** attached hereto (the “**Account**”). For the avoidance of doubt, Surplus Special Assessments only include Special Assessments levied under the Levying Ordinance and do not include any special assessments levied by the City through any other authorization. For the avoidance of doubt, it is possible that the Surplus Special

Assessments will be received by the City in more than one installment depending on the payment processing capabilities of Butler County.

Section 2. Cooperation of the Parties. The parties agree to cooperate in good faith to provide each other with information necessary to accomplish the purpose of this Agreement, and in particular to share information concerning the amount and nature of the Surplus Special Assessments paid by Taxpayer and received by the City.

Section 3. No Further Obligations. The purpose of this Agreement is to effect in an orderly manner the refund of Surplus Special Assessments to the Taxpayer. Upon disbursement of all Surplus Special Assessments by the City to the Account, this Agreement will be deemed completed and the parties will have no further obligations towards one another hereunder.

Section 4. Notices. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, return receipt requested; and

In the case of a notice or communication to the Taxpayer, if the same is addressed as follows:

[Notice Address]

In the case of a notice or communication to the City, if the same is addressed as follows:

City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

Upon prior written notice, a party may, from time-to-time, designate other addresses or methods of delivery.

Section 5. Additional Provisions.

- A. Waiver.** This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- B. Laws to Govern.** This Agreement is entered into and is to be performed in the State of Ohio. The Taxpayer and the City agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

- C. Amendment.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- D. Entirety.** This Agreement and the exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- E. Successors.** All the obligations conditions, terms, covenants, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto.
- F. Severability.** This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
- G. No Third-Party Beneficiary.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

CINCINNATI HOLDING CO., LLC
an Ohio limited liability company

By: _____
Name: _____
Title: _____

CITY OF FAIRFIELD

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM BY:

FISCAL OFFICER’S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Surplus Special Assessments to be collected for deposit into the City’s treasury. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of Fairfield, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement, but in an amount not greater than those Surplus Special Assessments actually received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

Finance Director

[Signature Page to Special Assessment Refund Agreement]

EXHIBIT A

Parcel Listing

A0700017000078

A0700017000103

EXHIBIT B

Account Information

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A
SPECIAL ASSESSMENT REFUND AGREEMENT FOR THE FOREST FAIR
MALL REDEVELOPMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, on December 30, 2003, a Petition Requesting the City of Fairfield, Ohio (the "City") construct certain infrastructure improvements and requesting special assessments to pay for 100% of the cost of those improvements be levied on the benefitted property (the "Petition") was submitted to the City by Cincinnati Mills LLC, ("Mills") the sole owner of the benefitted properties, and on January 12, 2004, this City Council (the "Council") of the City adopted Resolution 02-04; Ordinance No. 5-04 and Ordinance 6-04, declaring the necessity of the requested infrastructure improvements and the levying of special assessments to pay the cost of such improvements, determining to proceed with such infrastructure improvements and such special assessments and levying the special assessments; and

WHEREAS, the City, the City of Forest Park, Ohio, the Port Authority of Greater Cincinnati Development Authority, (the "Port") and Cincinnati Mills, LLC entered into a Tax Increment Service and Cooperative Agreement, (the "Cooperative Agreement") to provide for the financing, construction, operation and maintenance of public infrastructure improvements; and

WHEREAS, the Port, heretofore authorized, sold and delivered its \$18,000,000 Special Obligation Development Revenue Bonds (Cooperative Public Parking and Infrastructure Project), dated February 1, 2004 (the "Mills Bonds"), to finance the cost of constructing public parking and road improvements, in the City, of which \$9,760,000 remains outstanding; and

WHEREAS, pursuant to the Cooperative Agreement, the City has pledged the special assessments received by the City to the Port for payment debt service on the Mills Port Bonds; and

WHEREAS, Cincinnati Holding Co., LLC (the "Owner") and Industrial VI Enterprises, LLC (the "Developer") intend to deposit with U.S. Bank Corporate Trust National Association, as Trustee for the Mills Port Bonds an amount sufficient to defease the Mills Bonds and instruct the Trustee in cooperation with the Port to redeem and pay off the Mills Port Bonds in full, which will constitute payment in full of the Special Assessments; and

WHEREAS, the Owner and the Developer have also paid or caused to be paid Special Assessments, including all delinquent assessments, penalties, interest, fees and fines, to the Butler County Treasurer, but which Special Assessment, excluding penalties, interest, fees and fines have not yet been distributed by the County Treasurer to the City and will no longer be needed for their originally intended purpose;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fairfield, County of Butler, State of Ohio:

Section 1. That the Special Assessment Refund Agreement by and between the City and Cincinnati Holding Co., LLC, which is attached hereto, is hereby approved in

substantially final form with only such changes that are not inconsistent with the provisions of this Ordinance and are not materially adverse to the interests of the City and are approved by the City Manager and legal counsel. The City Manager is hereby authorized and directed to execute said Special Assessment Refund Agreement and deliver such executed Special Assessment Refund Agreement to the Owner, execution of which shall evidence approval of the final terms thereof.

Section 2. That the City Manager is hereby authorized and directed to enter into and execute any other documents deemed necessary by the City's legal counsel to effectuate the transactions required pursuant to the Special Assessment Refund Agreement.

Section 3. That the obligations of the City under this ordinance do not and shall not represent or constitute a debt or pledge of the full faith and credit or the taxing power of the City and no member of council, officer, official, employee, agent, or legal representative of the City shall be liable personally for any obligations under this Ordinance or the Special Assessment Refund Agreement.

Section 4. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. 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 immediate execution of the Special Assessment Refund Agreement; 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\SPECIAL ASSESSMENT FOREST FAIR MALL-ORD



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

New Computer Software for Parks and Recreation Department

Legislation Title:

Ordinance to authorize the City Manager to enter into a service agreement with Kaizen Laboratories Inc. to develop and provide a new, updated recreation management software solution for use by the Parks and Recreation Department, and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a service agreement with Kaizen Laboratories Inc. to develop and provide a new, updated recreation management software solution for use by the Parks and Recreation Department. This solution will enable the Parks and Recreation Department to greatly streamline and improve the experience of patrons when registering for City various programs, reserving facilities, and paying for services.

Discussion:

The City of Fairfield's Parks and Recreation Department currently generates about \$2.5M annually in revenues as related to golf, aquatic center, theater productions, classes, facility rentals, and concessions. The current recreation software system used to manage these activities is outdated, cumbersome to use, and not mobile-friendly. City staff desires a new recreation management software solution customized to the Fairfield experience. City staff believes that transitioning to a new solution will significantly enhance our customer experience and drive revenue in return.

City staff evaluated at least four (4) recreation software platforms based on quality criteria and determined that the Kaizen Laboratories Inc. system is the best option for Fairfield. Other solutions evaluated included: Rec Track; Civic Rec; and Smart-Rec. Kaizen Laboratories Inc. offers a fully customizable software platform and point of sale system with modules for:

- facility reservations
- memberships and passes
- golf

- program registrations
- event management

In addition to a mobile-friendly public-facing portal, the Kaizen solution is constructed with an advanced administrative "back-end" which will allow the City to track attendance records, create improved program rosters, generate master schedules for facilities and programs, and monitor inventory in real-time - among other things.

A copy of the Kaizen software proposal, including an implementation schedule, is attached for Council review.

Financial Impact:

There is no immediate financial impact for this service. Software fees for recreation management are included in the 2025 annual operating budgets for the Parks and Recreation Department.

2026 operating budgets and beyond may require increases in software line items as the Kaizen platform is more expensive than the existing system used by the City.

Emergency Provision:

YES. Emergency provision is requested to expedite contract execution in order to advance software development and deployment. The City's existing recreation management software program will expire 10/31/2025, and the new system must be in place by that time to ensure a seamless transition for public users and City staff.

Rule Suspension Requested:

Yes

ATTACHMENTS:

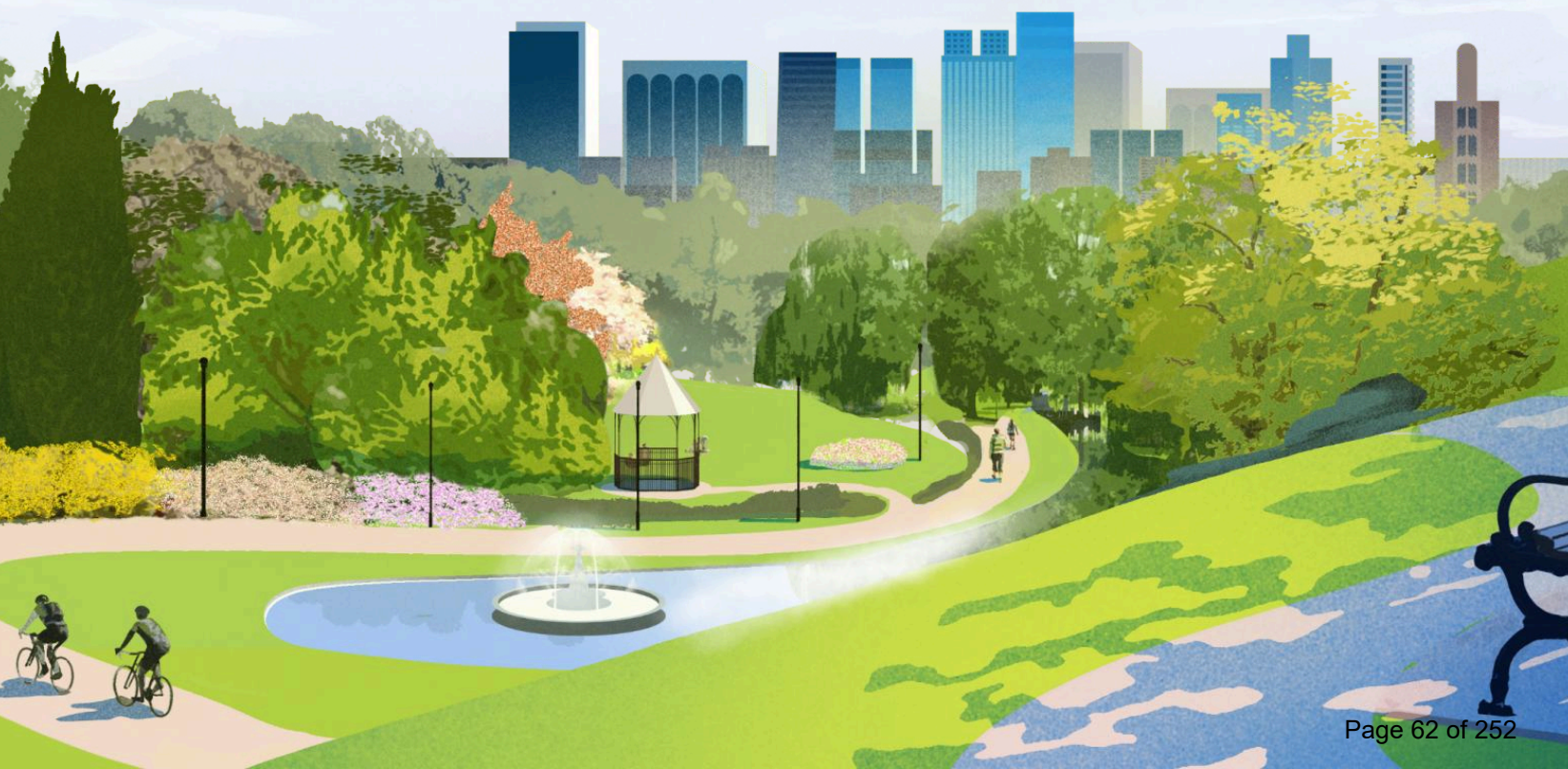
1. Fairfield, OH Kaizen Proposal and Implementation Overview V2 3.14.2025
2. KAIZEN LABORATORIES-ORD

Proposal / Price Quote

Fairfield Parks & Recreation

Recreation Management Software

March 14th, 2025



Why Kaizen Labs

Great public institutions and resident experiences are the cornerstone of our communities, but their influence is limited by a lack of trusted, modern, digital experiences. Safe and secure access to these shared constructs is essential. Existing municipal technology partners abuse their lack of competition to overcharge for antiquated, buggy and stagnant experiences. Kaizen Labs is determined to change that. Formative resident interfaces are necessary for institutional health, and we see little being done to improve this. These unreliable interfaces swallow local budgets, anger citizens and contribute to a pervasive loss of faith in institutions that are supposed to service our needs. At Kaizen Labs, we work hard to deliver unifying digital experiences that materially improve the lives of ordinary people, while cutting costs and driving more revenue for our municipal partners.

Current vendors focus on off-the-shelf solutions, typically built around a website that is functionally a simple resource directory. This structure often fails to serve the need for continually evolving use for both residents and civic operators. Residents and their representatives need digital experiences that are stunning, usable and rich in functionality, and allow users to accomplish or access essential services.



We create more than just websites.

Quality digital experiences matter now more than ever. By anchoring our product around a dynamic set of core modules, we shift our focus entirely to the end user, learning first about specific department needs and citizen requirements before tailoring our modules to natively help cities with their most ambitious digital projects. Our award-winning team aspires to build a truly 10x user experience that residents, staff and departments fall in love with. We strive to create a user experience that is straightforward and easy to understand, while also being aesthetically pleasing and enjoyable to use.



We support the diverse needs of a changing community.

Our proposed recreation management software will provide a platform for residents to discover and engage with the diverse offerings and facilities in Fairfield and the surrounding areas. We believe any recreation department requires an effective platform, capable of serving the City's goals by promoting the most effective use of the City's resources. We will work with the City from start to finish to ensure that we have created something to accurately show Fairfield's unique vision. Our goal is to guarantee that this software is the best at aiding the City's goals.



We are committed to evolving with our clients.

Continuous updates and improvements are our bare minimum. We do not aspire to build one (1) interface and disappear – our expectation is to work with the City’s administration over the years and support Fairfield’s ever-changing needs. As partners, we will work with the City’s team to incorporate new integrations whenever additional needs become apparent. This ensures that the platform continues to grow in parallel with the offerings of the City and with the needs of community members.

Create.

Kaizen Labs is a civic products company. We privately fund our R&D to design a suite of digital products that drive more revenue for your communities and engage citizens through meaningful interactions.

Build.

We take the time to intimately understand the needs of your department and surrounding community before adapting our technologies to address those needs. We turn ideas into powerful capabilities in months, not years.

Evolve.

We provide years worth of software updates, design improvements, and performance tweaks. Our digital experiences improve the lives of ordinary people and evolve as their needs change.

Makenna Shaw Assistant City Manager, Castle Pines, CO

“Working with Kaizen has been an incredibly painless and enjoyable experience. The City of Castle Pines was looking for visionaries to provide us with a different user experience for our residents than the standard software ‘one size fits all’ experience. They have catered to every one of our requests, and the current work product is even better than we imagined it could be. They have delivered on every promise, taken our ideas, and made them even better. The Kaizen team is clearly passionate about their work and their goals to produce the best product for their customers.”

Recreation Management Software Capabilities

Our recreation management software system is designed to provide Fairfield with key process enhancements and optimize the utilization of precious City resources. Kaizen Labs has the capability to offer a cloud-based recreation management management system that is intuitive, engaging, aesthetically pleasing, and optimized for operational efficiency.



Overall Landing Page and Discovery

Our recreation management software is designed to provide a beautiful and informative discovery experience, making it easy for both residents and visitors to explore and engage with your parks, facilities, and other communal spaces. Our software empowers users to spend more time enjoying the City's offerings and generates greater revenue for your department. We also co-create beautiful static web-pages that are meant to replace your main Parks & Recreation landing page.



Facility and Shared Space Reservations

Our software enables efficient management of reservations across all your department's facilities and shared spaces, both in-person and online. Each facility is showcased on its own dedicated page, with high-resolution photos, detailed descriptions, rates, location, and any other relevant information you wish to include. Our integrated master calendar ensures no double bookings occur, and our comprehensive reservation and checkout process includes deposits, permits, custom forms, and waivers.



Activity and Program Registrations

Our software empowers staff to efficiently create and modify activities and programs within your department, adjust pricing, generate digital forms, and assign relevant roles. Our system assists in managing program participants by creating program rosters, tracking attendance records, wait lists and instructor payment records. We offer automated email receipts for registrations/permits upon checkout. Our software strives to streamline the registration process across any workflow.



Membership Management

Kaizen's software supports a broad range of membership types, fully backed by member registration and onboarding flows, membership renewals and payments, member communication tools such as email and SMS, member event and program management, and data analytics to track member engagement and retention.



Point-of-Sale

Kaizen's Point-of-Sale (POS) allows staff to quickly enroll participants in local programming, reserve facilities, and sell merchandise and concessions. Our integrated inventory control system allows for real-time tracking of product availability, providing staff with accurate information on item stock levels. We seamlessly integrate with cash drawers, barcode readers, receipt printers, and credit card readers.



Ticketing and Event Management

Easily generate and distribute tickets or registration proof for various community events. Users will receive their tickets and receipts via email and can retrieve them on their mobile device using QR code. Meanwhile, administrators can access a comprehensive management interface to verify purchases, registrations, and modify user access to events.



Calendar Integrations

Our system includes calendar integrations for both activities and programs as well as registration purposes. By integrating with popular scheduling providers like Google Calendar, Residents can easily manage their registrations, reservations, and other local engagements through their own dedicated calendar, centrally located in their platform account.



Mobile Responsiveness

Kaizen Labs is dedicated to providing a seamless digital experience across devices, whether users are using desktop, mobile, or tablet. By providing a responsive mobile experience, Kaizen helps cities ensure that their most vital services meet WCAG standards and stay accessible to everyone.



Marketing and Mass Comms with E-mail and SMS

Whether it's a community meeting, or a last-minute cancellation, utilize emails or SMS messages efficiently to ensure that your community stays informed and gets updates in real-time.



Custom, Configurable, and Automated Reporting

Kaizen's approach to reporting is to work with each community to determine the best strategy around reporting: providing options to create custom fields within the platform, to create configurable reports for day-to-day use cases, and to automate reporting where convenient.

Project Cost

Cost Proposal

The annual upfront charge for the Recreation Management Software Application is \$0. There is no initial implementation fee. We do not charge for technical support, hourly maintenance, or other design improvements or fixes to the platform

Service	Price	Qty	Subtotal
Full-Scale Build & Implementation Recreation Management Software Application	\$0.00	1	\$0.00
Cost for Yearly Management Fee	\$0.00	1	\$0.00
Costs for Technical Support or Maintenance	\$0.00	1	\$0.00
Costs for Design Improvements & Fixes	\$0.00	1	\$0.00
Subtotal			\$0.00
Tax			\$0.00
Total			\$0.00

Revenue Share	Kaizen will receive 5% of the revenue from transactions processed through our platform. No up-front cost commitment - no payments to Kaizen occur until the platform is live and the first successful transaction occurs. There is no minimum annual commitment or spend. If the city chooses, Kaizen's fee and/or fees to Kaizen's payment processor can be passed to the user of the platform.
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Estimated Kaizen Year One Investment

As covered in the cost proposal - Kaizen covers 100% of the costs associated with implementing, maintaining, and updating our services. When Kaizen goes live with a new community, we are making a long-term investment in your on-going success which is why we make it a point to invest in professional photography, implementation and training, and build out custom features and functionality critical to the operation of the platform at no cost. For reference, the following is a breakdown of the estimated year one costs that Kaizen will assume to invest in Fairfield’s success - actual costs may vary depending on the scope of the deployment:

Service	Cost (Est)	Qty (Est)	Subtotal
Kaizen Staff Hours: Custom Build & Implementation, Initial & On-Going Training, Technical Support, Design Improvements & Fixes	\$200.00	200	\$40,000.00
Software: Hosting, Integrated Services (e.g. charges for API calls to communications platform), Maintenance, Security	\$11,500.00	1	\$11,500.00
Marketing and Design: Photography, Videography, and Design Services for custom built Kaizen platform	\$10,000.00	1	\$10,000.00
Total			\$51,500.00

Pricing Breakdown: Flexible Fee Options

A key tenant of Kaizen’s pricing philosophy is flexibility. Our contracts contain no annual commitment or minimums and Kaizen does not receive revenue until the first successful transaction is conducted on the platform. Our revenue share model ensures that if the City’s revenue were to fluctuate (for instance if weather causes the closure of facility and budgeted revenue is less than expected) the City’s spend on software adjusts proportionally.

In addition, Kaizen also provides communities with the option to pass on either or both the Kaizen platform fee and payment processing fees to users of the platform. Today, approximately three-quarters of Kaizen communities elect to pass along payment processing fees to the users of the platform. Communities that have chosen to pass along both fees have implemented Kaizen with little to no impact to their budget. Depending on city preferences, these fees can be implemented as a single or multiple line-item on a customer receipt or invoice OR integrated as a net increase to the pricing catalog. Additionally, the system can be configured to notify residents of low-fee options such as ACH, at check-out.

Payment Processing Fees

Either the City or users of the platform will be responsible for the following payment processing fees:

- 2.9% + \$0.30 per transaction for online credit card transactions including Google and Apple Pay
- 2.7% + \$0.05 per transaction for in-person credit card transactions on Kaizen POS devices
- 0.08% per transaction for online ACH / bank account transactions (Capped at \$5)
- 0% for in-person cash and check transactions

Fee Option	User Fee	Cost to City
City Passes on Kaizen Technology Fee and Payment Processing Fees to User / Resident	~8%	\$0
City Passes on Payment Processing Fees	See Above*	\$125,000
City Absorbs Fees for High Community Benefit Services (e.g. youth programming)	Variable	\$48,321.50**
City Absorbs All Fees	\$0	\$193,250***

**Estimated with City absorbing fees for 25% of services offered

***Processing Fees Estimated based on Typical Results for Transaction Volume and Payment Method

Pricing Breakdown: Tiered Option

As an alternative to the flat 5% revenue share – Kaizen can offer a tiered pricing model where-in Kaizen collects a lower platform fee for existing revenue and a higher percentage of new revenue generated, in part from increases to engagement and utilization unlocked by the Kaizen platform.

Tiered Revenue Share Platform Fee Option:

Either the City or users of the platform will be responsible for the following platform fees:

- 4% of revenue up to \$2.5M
- 7% of revenue above \$2.5M

The higher tiered platform fee **would only apply to incremental revenue** above \$2.5M. By way of example, if total annual revenue were \$3M, Kaizen would collect a 4% revenue share on the first \$2.5M (\$100K) and a 7% revenue share on the additional \$500K (\$35K).

As with our standard flat rate price options, the City could choose to pass along platform and/or payment processing fees under the tiered model. For clarity, several scenarios are outlined below.

Scenario	Department Revenue	Platform Fee Total
Kaizen unlocks unprecedented growth – department revenue grows by 40%.	\$3.5M	\$170K \$100K (4% of \$2.5M) + \$70K (7% of \$1M)
Department revenue grows by 20% – as is common with communities that deploy Kaizen across their offerings.	\$3.0M	\$135K \$100K (4% of \$2.5M) + \$35K (7% of \$500K)
Department revenue remains flat.	\$2.5M	\$100K (4% of \$2.5M)
Department revenue shrinks due to any factor, including outside economic conditions, unexpected facility closures, etc...	\$2.0M	\$80K (4% of \$2M)

We implore you to read our pricing philosophy on the next page. We hope it reflects our intention as a business and our values as individuals.

What's the story behind our pricing?

We founded Kaizen because we believed in the deep benefits that transformative civic software could have on citizens, administrators, and the essential public services that define their relationship.

We feel that good enough is not enough, and that cities need uncompromising technology to power their needs. Administrators should trust their software to be performant, incredibly easy to use, modern, and always up-to-date. It should save their department time, energy, and money. Citizens should have access to a trusted digital interface that rivals their experiences in the private sector. These digital tools should be safe, secure, and delightful to use.

At Kaizen, it is our mission to make these promises according to the highest standard of financial, engineering, and design excellence. We intentionally charge municipalities a lower-than-cost implementation fee because we believe in first establishing trust, and then anchoring all financial incentives around the continued success of the platform we serve. In these cases, we align on a cost-sharing basis with the City that is better for citizens, an administrative department, and our business.

This means that Kaizen assumes all costs around hosting, hardware, training, and technical support. Improvement, evolution, and people are inherent to our products, not add-ons or costly line-items for cities.

We believe our pricing philosophy aligns incentives around continued performance, product maintenance, and quality of work. For us to succeed, our platforms must remain modern, beautiful, up-to-date, and engaging to citizens who wish to participate in their recreation departments. More importantly, our upside should be measured by the number of citizens we can draw to these platforms to take action, ensuring our key success metrics are tied directly with the platform's performance.

We stand by the products we build, and hope that Fairfield sees our work as an uncompromising step to the future of municipal technologies.



Step 1

Resident makes a transaction

Resident uses the Kaizen platform to make a reservation or pay for a program.



Step 2

Payment processing

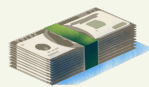
Kaizen collects the agreed-upon revenue share through the point-of-sale system built for you.



Step 3

Accounting & reporting

Kaizen handles all accounting, finance, and reporting functions to ensure the transaction can be codified with a GL code to efficiently sync the data with your organization's charter of accounts.



Step 4

Revenue remittance

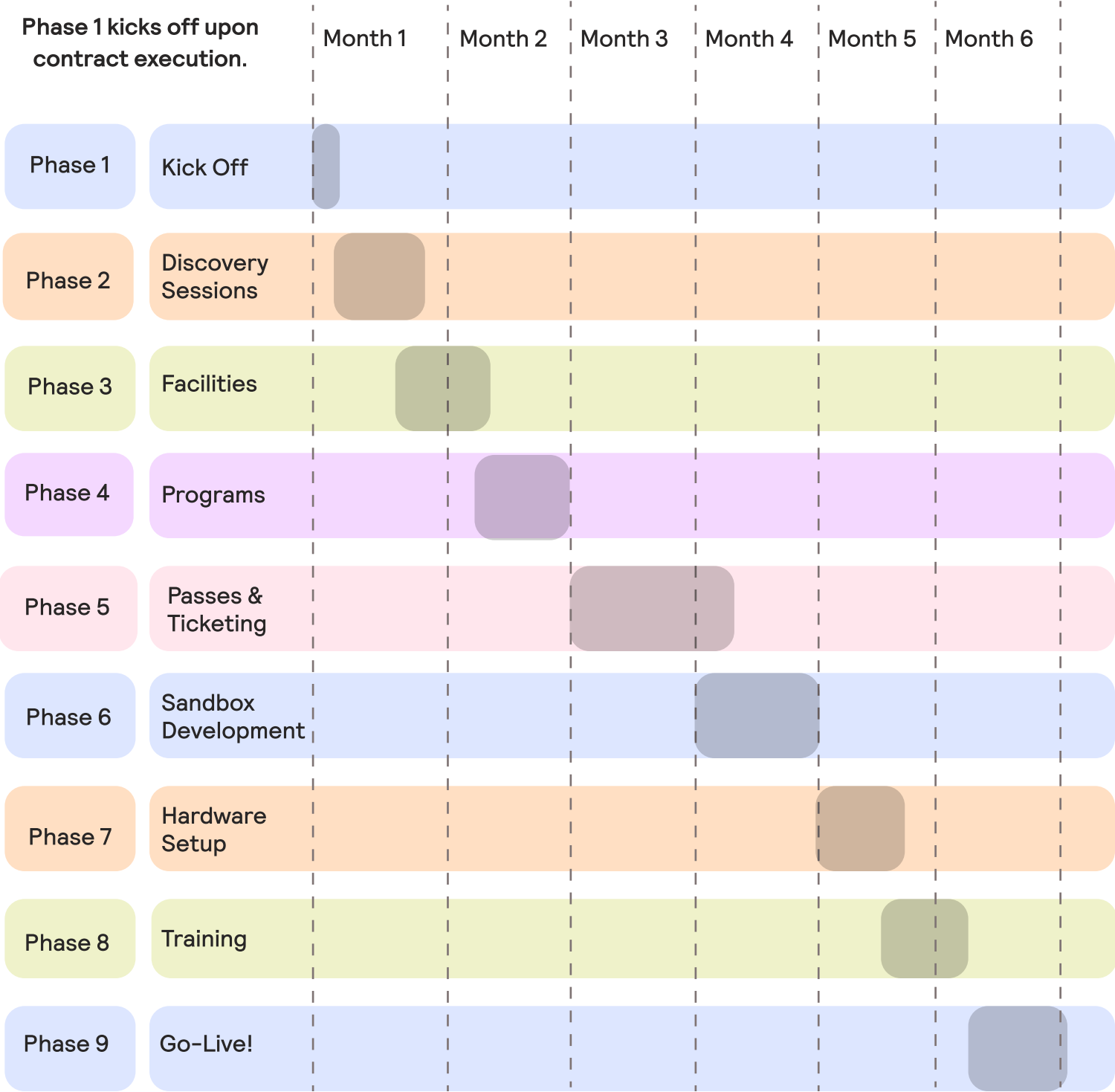
Kaizen remits the remaining revenue to your finance team through a preferred method (i.e. check, ACH, wire, etc.) according to your preferred schedule (daily, weekly, bi-weekly, monthly, etc..)

Kaizen's Implementation Process

Expectations for A Successful Launch



Implementation Timeline



The timeline and order of each phase depends heavily on your team's needs.

Implementation Expectations

Why is this important?

- **Establish a Shared Understanding of Priorities**
 - A structured plan helps both parties clearly define objectives, timelines, and key success metrics, ensuring alignment from the start.
- **Prioritize What Matters**
 - We recognize that every department is different. Your offerings are unique
- **Minimize Disruptions to Your Daily Operations**
 - Your team is busy and we want to minimize any disruptions to your critical workflows. A well-defined plan helps us stay on track for a smooth transition.
- **Improved User Training & Adoption**
 - A phased, well-planned rollout allows for structured staff training. This ensures your team feels confident using the system, leading to higher adoption rates.
- **Mutual Accountability**
 - A successful deployment requires strong buy-in from both parties. When we establish expectations, we all feel a sense of ownership and purpose.

Kaizen's Phased Approach

Why do we take a phased approach?

- **User Feedback & Continuous Improvement**
 - Continuous iteration is in our name. When we roll out the platform in phases, your team has the opportunity to provide real-time feedback.
- **Reduces Risk & Enhances Stability**
 - Rolling out features gradually allows for thorough testing and issue resolution before full deployment.
- **Ensures Seamless Transition from Existing Systems**
 - We understand transitioning from an existing software system can be
 - A phased approach ensures a smooth transfer of data.
- **Improves Staff Training & Adoption**
 - Training employees in stages prevents information overload.
 - Staff can gradually adapt to the new system, ensuring a higher adoption rate and efficiency
- **Aligns with Community Needs & Priorities**
 - Parks & recreation departments serve diverse communities with varying needs.
 - A phased implementation ensures that high-priority features are delivered first, addressing immediate concerns while refining future phases.
- **Enhances Stakeholder Confidence & Buy-In**
 - Decision-makers and frontline staff can see tangible benefits early, increasing their trust in a new software system.

Getting Ahead of Roadblocks

What can slow down implementation?

- **Contract Signing**
 - We understand that procurement and contract negotiations can take a while. We remind our partners that the implementation kicks off only when the contract is officially signed.
- **Unforeseen Data Migration**
 - Data migration for households, memberships, programs, etc. is a critical part of implementation, so it's important we're fully aligned on what can and cannot be migrated.
- **Changing Needs**
 - We pride ourselves in being highly adaptable, but please understand that needs that changes after launch can alter implementation timelines.
- **Minimal Staff Availability**
 - Heavy collaboration early on is especially critical.
 - Staff will have to make a conscious effort to attending implementation meetings, engage in training, and provide feedback.
- **Lack of Team Buy-In**
 - When your team has skin in the game and feels empowered to share feedback and contribute to onboarding, wonderful things can happen.
- **Unexpected Integrations**
 - We are always open to exploring integrations, but they must be shared prior to our engagement so they can be properly scoped.

Our Implementation Pillars



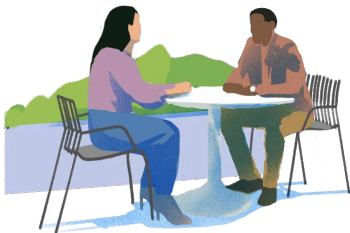
We're in this together.

Your input and feedback is the cornerstone to a successful launch.



Continuous Improvement always wins.

Continuous improvement is in our name. We will not take the easy road just because it's there.



Clarity is kindness.

Assume positive in every interaction. If something feels off, please share it transparently. We will take the feedback to heart.



Shared accountability.

The municipalities we work with are partners, not customers. Partners hold each other accountable.

Shared Responsibilities

Fairfield's Role

In order to ensure the success of the project work plan and implementation plan, we have outlined our expectations for Fairfield's involvement below. **(Please note that all staff outlined below will be required to attend our training sessions):**

- **Project Lead:** The City will appoint a skilled project lead who will act as our primary liaison. This person will offer expert guidance to ensure the project's success. The Project Lead will serve as an internal project manager for the City, responsible for but not limited to: facilitating the prioritization of crucial objectives, arranging important meetings to track progress, and promptly escalating any concerns or obstacles that arise with the platform.
- **Stakeholder Leads:** The City will designate department heads and/or stakeholder leads as owners of their department's or stakeholder group's workflow configuration and setup. These leads will be accountable for coordinating meetings with their respective departments or stakeholder groups.

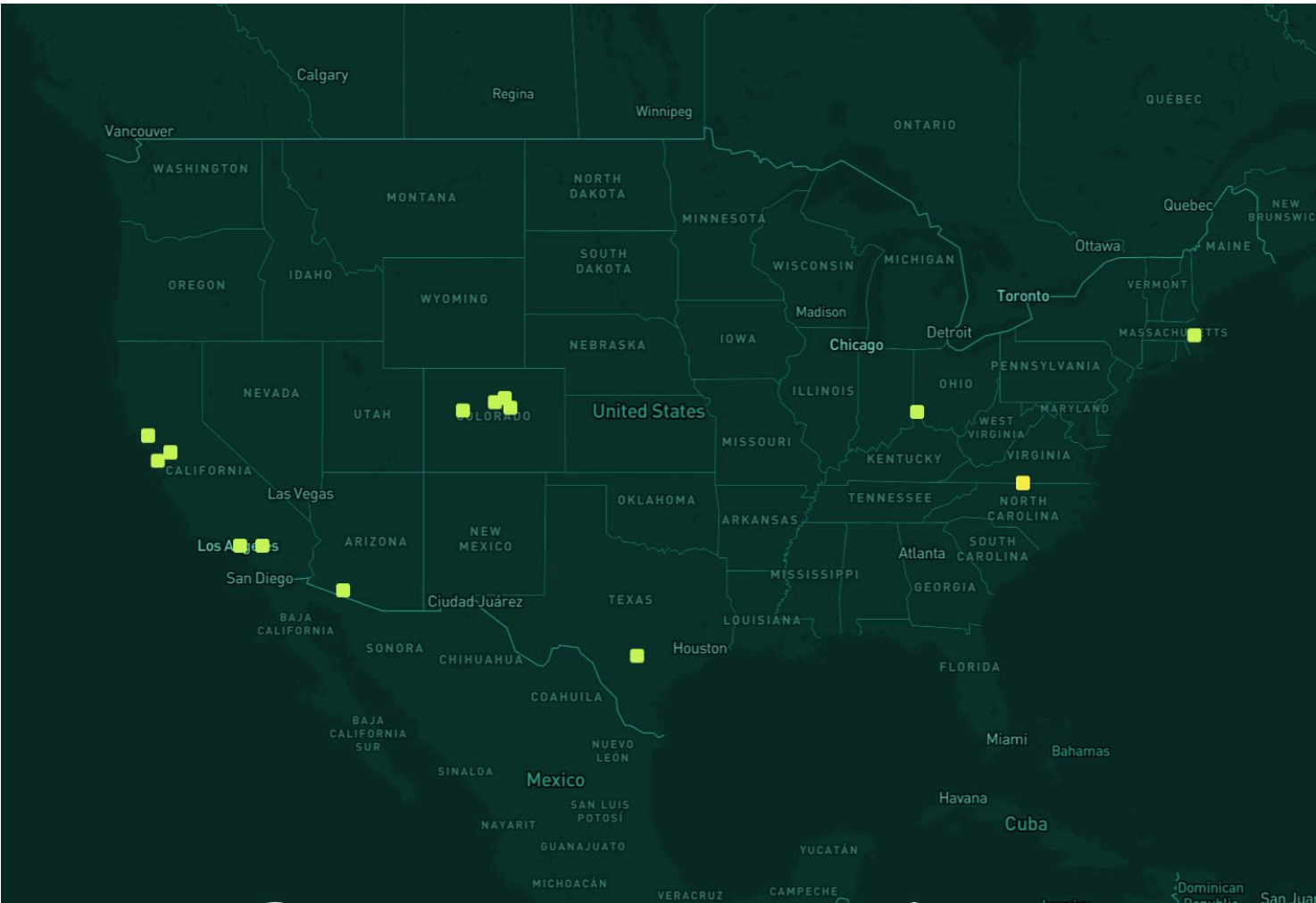
Client References and Case Studies



General Information

Client References

We have provided the following references to communities that have utilized Kaizen, for review. If desired, contact our clients who will tell you about their experience working with us, our process and our final product. We take pride in our work, and we're excited to share these references with you to showcase the quality of our services. We've included corresponding pictures and links to our final products for your convenience.





April 2024 - Ongoing

Population Served: 1,000,000

Kaizen Labs started engaging with Pima County, the second largest County in AZ and one of the nation's premier recreation destinations in April of 2024 for a complete rebuild of their entire recreation and campground management software. Their facilities, centers, and public amenities see hundreds of thousands of visitors per year, and they were looking for a completely upgraded recreation system capable of handling campground reservations, memberships, registrations, programs, facility rentals, and more.

References

1 . Robert Padilla, General Manager, robert.padilla@pima.gov, +1 (520) 724-5235

www.explore.pima.gov

<https://www.youtube.com/watch?v=DCxXXn8KALQ>





Weymouth MASSACHUSETTS

October 2022 - Ongoing

Population Served: ~75,000

Located just 20 miles outside of Boston, the stunning town of Weymouth, Massachusetts approached Kaizen Labs in October 2022 to innovate an archaic recreation software called MyRec. The incredibly successful program in Weymouth was being under-served by an out-dated software that didn't respond to the dynamic needs of the department. Kaizen is working with Weymouth to serve a complete recreation software that provides features like digital memberships, live ticketing, merchandise sales, program registrations, summer camp registration, facility reservations, POS services, and other additional features on top of an already feature complete recreation software.

References

1. Steve Reilly, Director of Parks & Recreation, sreilly@weymouth.ma.us, +1 (781) 888-4849
2. Erin Raymond, Senior Recreation Coordinator, eraymond@weymouth.ma.us, +1 (781) 682-6124
3. Ryan Macleod, Asst. Director of Parks & Recreation, rmacleod@weymouth.ma.us +1 (781) 682-6124

www.veyrec.com

<https://www.youtube.com/watch?v=SNVOHG4ps5A>



Discover Make a Reservation Make an Inquiry About FAQ



Esker Adventure Program

From \$345 per child Recommended for ages 9-12

4.4 ★★★★★ (430 reviews)

 July 5 - August 18 (Weekly)

8:30am - 4:30pm

[+ Add to iCal](#) [+ Add to Google Calendar](#)

[Register for Program](#)

A combination of off site and in the park adventure trips designed for older children, ages 9-12. Canoeing, fishing, kayaking, water tubing, biking, and hiking are offered throughout the summer.

Activities are a full day in length, giving kids at





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CROWN MOUNTAIN PARK & RECREATION DISTRICT

May 2023 – Ongoing

Population Served: 250,000

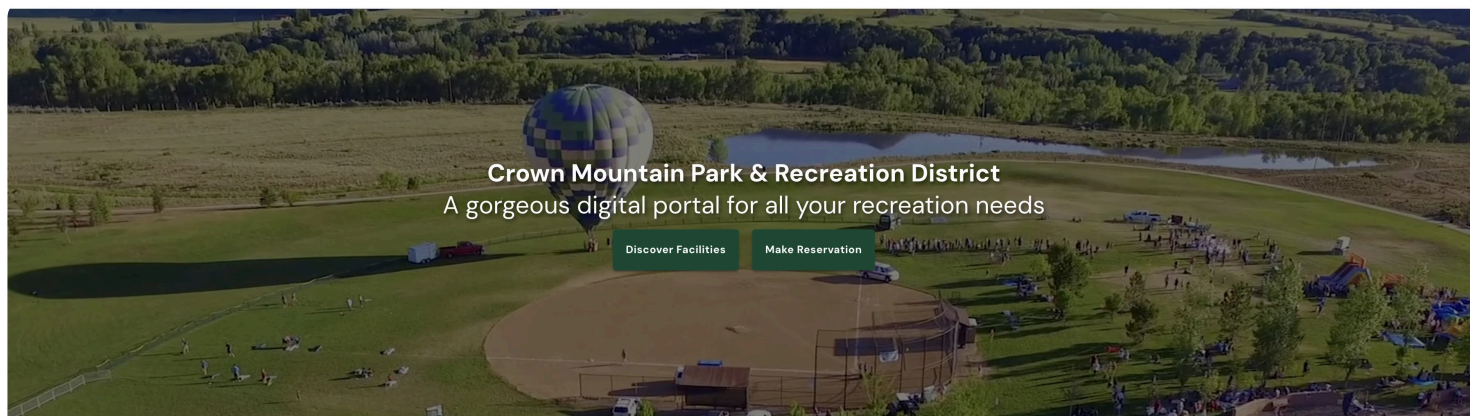
Kaizen began engaging with Crown Mountain Recreation District, CO in May of 2023 to design and build a new platform that would power their recreation department. They were previously using an out-dated platform called Amilia. Kaizen is facilitating all of the community's recreation needs across programming, memberships, facility reservations, registrations, and more.

References

1. Becky Wagner, Director of Crown Mountain Park, crownmtndirector@sopris.net, +1 (970) 319-8041
2. Nate Grizinger, Asst. Director of Parks & Recreation, crownmountain@sopris.net, +1 (616) 610-6294

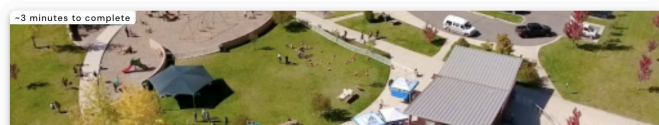
www.reservations.crownmtn.org

<https://youtu.be/b0QbbNHgnkg>



Crown Mountain is an award-winning recreation district dedicated to your fulfillment. This interface is an interactive and seamless platform to better interact with the programs we offer. You can discover our parks, book facilities, and much more.

[Make a choice below](#)





May 2023 - Ongoing

Population Served: 400,000

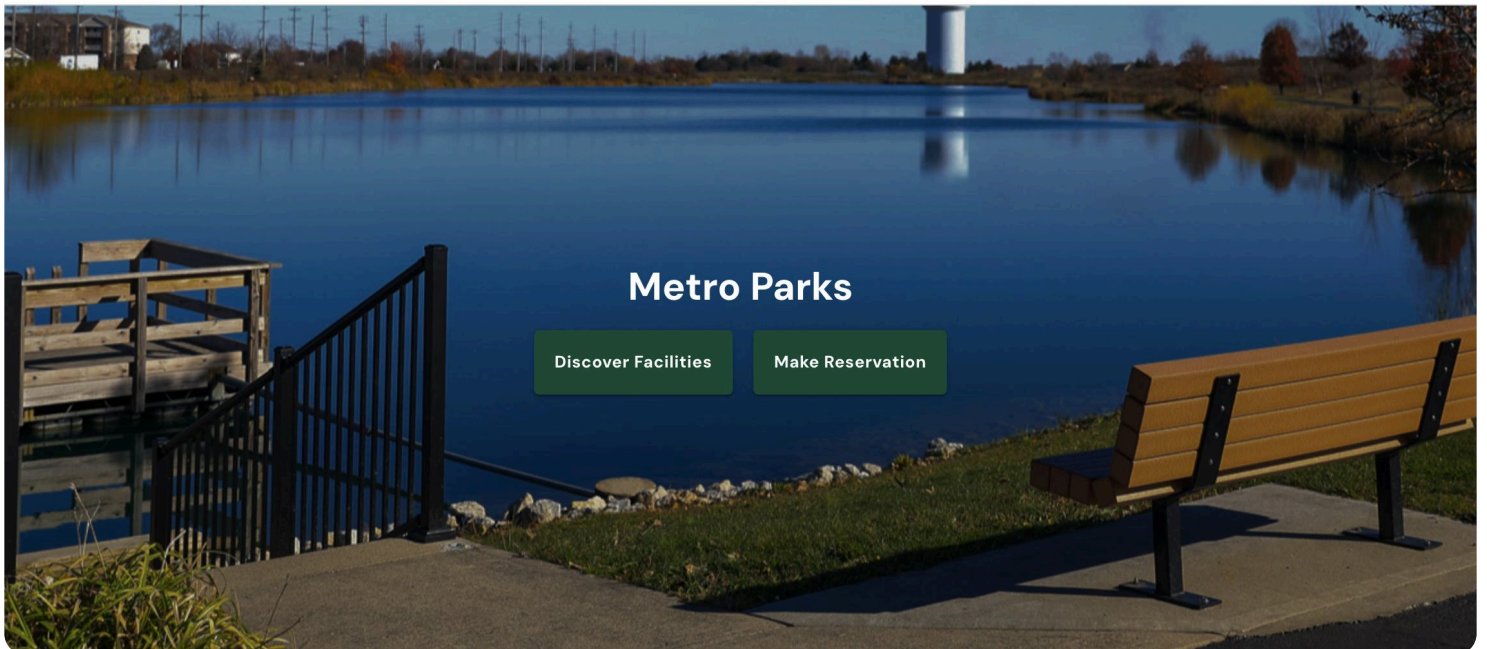
Kaizen began engaging with Butler County, OH in May of 2023 to design and build a new platform that would power their recreation department. They were previously using an out-dated platform called Amilia. Kaizen is facilitating all of the community's recreation needs across programming, memberships, facility reservations, registrations, and more.

References

1. Rhiana Barrero, Director of Community Services, rbarrero@yourmetroparks.net, +1 (513) 867-5835
2. Jackie O'Connell, Director of Parks & Recreation, joconnell@yourmetroparks.net, +1 (513) 867-5835
3. Joe Bruns, Facilities Supervisor, jbruns@yourmetroparks.net, +1 (513) 867-5835

www.yourmetroparks.net

Facilities A





October 2022 - Ongoing
Population Served: ~60,000

Kaizen began work with the City of Castle Pines in October of 2022. From day one, Kaizen leveraged its human-centered design approach to understand the city’s vision for a new Parks & Recreation platform. This meant spending time with staff to understand their pain points with the current software, CivicRec, by taking the time to study resident needs, and eventually deploying a solution that looks and feels like it belonged to Castle Pines. Beyond deployment, Kaizen is committed to continuing to build for Castle Pines as recreational offerings evolve and expand. In 9 months of being live, the Kaizen Team helped the city achieve a 180% increase in their facility rental and reservation revenue.

References

- 1 . Makenna Shaw, Assistant City Manager, makenna.shaw@castlepinesco.gov, +1 (303) 705-0205
- 2 . Natalie Darrow, City Clerk, natalie.darrow@castlepinesco.gov, +1 (303) 705-0201
- 3 . Tobi Duffey, Deputy City Clerk, tobi@castlepinesco.gov, +1 (303) 705-0201

www.parks.castlepinesco.gov



[Parks](#)[Reservable Rooms](#)[Community Events](#)[Make a Reservation](#)

[Contact](#)[About](#)





Elk Ridge Park

Address
7005 Mira Vista Ln, Castle Pines, CO 80108

Description
A beautiful outdoor activity center for the entire family located just south of Castle Pines Parkway off Lagae Road.

Amenities

- Three reservable pavilions
- Large reservable turf field
- Splash pad
- Playground



 Kaizen

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Feb 2024 - Ongoing

Population Served: 200,000

Kaizen Labs started engaging with Sarasota, one of the nation's premier recreation destinations in February of 2024 for a complete rebuild of their entire recreation staff. Their facilities, centers, and public amenities see hundreds of thousands of visitors per year, and they were looking for a completely upgraded recreation system capable of handling memberships, registrations, programs, facility rentals, and more.

References

1. Mark Hamilton, General Manager, mark.hamilton@sarasotafl.gov, +1 (941) 263-6565

<https://www.reservations.letsplaysarasota.com/>



CITY OF _____ **MONTEREY PARK** CALIFORNIA

Oct 2022 - Ongoing

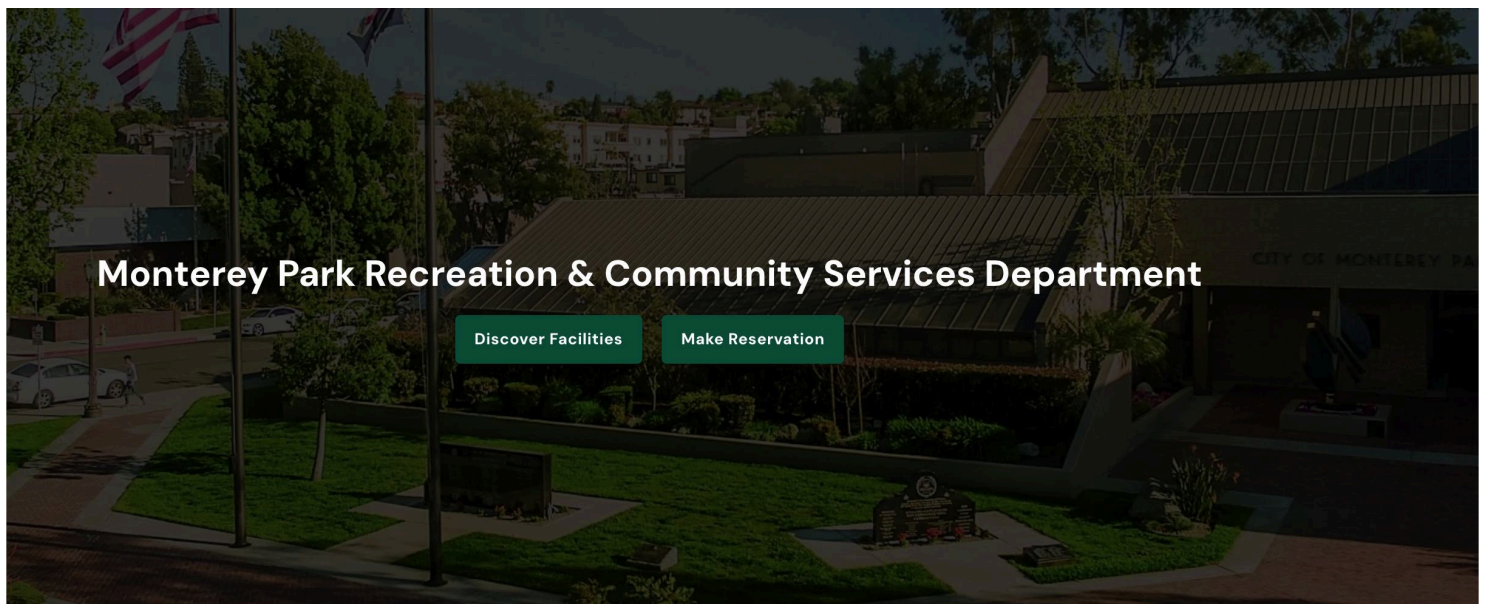
Population Served: 100,000

Kaizen began engaging with Monterey Park in October 2022 to slowly replace their incumbent software, ActiveNet. The City felt hamstrung by an out-dated software that wasn't user friendly, and has since moved to the Kaizen platform for all its recreation needs - programming, facility rentals, memberships, admissions, events, and more.

References

1. Robert Aguirre, Director of Parks & Recreation, raguirre@montereypark.ca.gov, +1 (714) 365-6120
2. Christina Altorre, Asst. Director, calatorre@montereypark.ca.gov, +1 (714) 365-6120

www.rec.montereypark.ca.gov



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH KAIZEN LABORATORIES, INC. TO DEVELOP AND PROVIDE A NEW, UPDATED RECREATION MANAGEMENT SOFTWARE SOLUTION FOR USE BY THE PARKS AND RECREATION DEPARTMENT 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 Service Agreement with Kaizen Laboratories, Inc. to develop and provide a new, updated recreation management software solution for use by the Parks and Recreation Department 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 it is necessary to expedite contract execution in order to advance software development and deployment to ensure a seamless transition for public users and City staff to the new software; 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\KAIZEN LABORATORIES-ORD



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Wastewater Division / Contract with Polydyne Inc., for the purchase of Sludge Conditioning Polymer

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Polydyne, Inc. for the purchase of Sludge Conditioning Polymer

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Polydyne Inc. USA, for the purchase of Sludge Conditioning Polymer

Discussion:

The City of Fairfield's Wastewater Treatment Plant (WWTP) generates a Class B Biosolid which is beneficially reused on farm fields in Butler and Clermont counties. Anaerobically digested liquid sewage sludge is dewatered with use of sludge conditioning polymer and a Bioschwing screw-press. The sludge conditioning polymer carries a cationic charge, which promotes flocculation and release of free-water from the negatively charged digested sludge. The screw-press is used for filtering and compaction of the sewage sludge.

This contract was prepared for competitive bidding, with one (1) bid received on April 21, 2025. Public Utilities Department staff is recommending that a three (3) year contract, with City option for two (2) additional one (1)-year terms, be awarded to Polydyne Inc., the sole bidder and current polymer provider. The bid is summarized on the attached sheet.

In 2024 the WWTP spent approximately \$70,000.00 on polymers. Current contract sludge conditioning polymer cost is \$1.55 per pound; the new contract price will be the same in year one.

Financial Impact:

The purchase of Sludge Conditioning Polymer is included in the annual operating budget for the Wastewater Division; no additional appropriation is required.

Emergency Provision:

No

Rule Suspension Requested:

Yes, rules suspension is requested to expedite the purchase of Sludge Conditioning Polymer

ATTACHMENTS:

1. Sludge Conditioning Polymer
2. POLYDYNE INC-ORD

City of Fairfield
 Bid Tabulation for
 SLUDGE CONDITIONING POLYMER
 Bid Opening: April 21, 2025

BIDDER					
Polydyne, Inc 1 Chemical Plant Rd Riceboro, GA 31323 800-848-7659 Option 2					
	Year 1	Year 2	Year 3	Year 4	Year 5
Polymer #	CLARIFLOC CE-2695	CLARIFLOC CE-2695	CLARIFLOC CE-2695	CLARIFLOC CE-2695	CLARIFLOC CE-2695
Polymer Cost/lb.	\$ 1.55	\$ 1.58	\$ 1.61	\$ 1.64	\$ 1.64
First Three (3) Years Average Cost	\$ 1.58				

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH POLYDYNE, INC. FOR THE PURCHASE OF SLUDGE
CONDITIONING POLYMER.

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 Polydyne, Inc. for the purchase of Sludge Conditioning Polymer in accordance with the bid 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 - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of mower #216 (Streets)

Legislation Title:

Ordinance to authorize the City Manager to execute a contract with Jerry Pate Turf and Irrigation dba Century Equipment for the purchase of a Toro Groundmaster 4000 mower 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 as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the purchase of a Toro Groundmaster 4000 mower with attachments to replace unit #233 (a 1991 Ford Tractor) due to age and condition. The old unit will be auctioned. This equipment is being purchased through Jerry Pate Turf and Irrigation dba Century Equipment with contracts held with Sourcewell joint purchasing program, contract #34142 (Toro #031121-TTC), utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions in which the City is a member thereof.

Financial Impact:

\$120,000 from the Capital Fund (\$101,124 for the mower + \$18,876 for contingencies and Public Works fleet needs due to the uncertainty of tariffs)

This vehicle is listed in the 2025 CIP as 5FT63 Replace Mowing Equipment (Streets) \$120,000.

Emergency Provision:

Yes, to facilitate mowing season this year.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 5FT63 City of Fairfield (GM4000)3-2025
2. JERRY PATE TURF-ORD

Prepared For:	Ken Bulach	Quote No:	Q173920
	CITY OF FAIRFIELD	Expires Date:	07/31/2025
	5350 PLEASANT AVE FAIRFIELD, Ohio 45014	Delivery Date:	
	United States	Contract:	F25 Standard Market Support
		Payment Terms:	
		Sales Person:	Chris Noble
			cnoble@jerrypate.com

Configuration Product Details

Qty	ID	Name	Award	Ext Award
1	30609	Groundsmaster 4000-D (T4)	\$97,459.70	\$97,459.70
1	30422	Leaf Mulching Kit	\$1,826.34	\$1,826.34
1	31522	4WD Flow Divider Kit	\$579.50	\$579.50
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	\$157.21	\$1,257.67
			Sub Total	\$101,123.21

Totals

Equipment Total (Toro – Trades + Allied)	\$101,123.21
Set Up Total	\$1,035.00
Destination Freight Total	\$2,961.52
Grand Total	\$105,119.73

This quote has current TORO pricing. Pricing is subject to change without notice.
Purchase will be through SOURCEWELL #34142 (Toro #031121-TTC)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH JERRY PATE TURF AND IRRIGATION DBA CENTURY EQUIPMENT FOR THE PURCHASE OF A TORO GROUNDMASTER 4000 MOWER AND DECLARING AN EMERGENCY.

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

- Section 1.

The City Manager is hereby authorized to execute a contract with Jerry Pate Turf and Irrigation dba Century Equipment for the purchase of a Toro Groundmaster 400 Mower in accordance with the contract 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 mower is needed immediately for use during this mowing season; 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 - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of a Freightliner #050 Snow Plow Truck (Streets)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108SD single axle truck cab and chassis for the Street Division of the Public Works Department 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 as detailed in the Financial Impact section from the Capital Improvement Fund for the purchase of a Freightliner 108SD single axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with FYDA Freightliner Cincinnati Inc., for the purchase of this unit.

Discussion:

This request is for the purchase of a Freightliner 108SSD single axle truck cab and chassis to replace the Street Division's Snow Plow Truck #28 (2002 International 4900) due to age and condition. Unit #28 will be auctioned. This unit will be outfitted with snow equipment under a separate contract. This truck is listed under O.D.O.T. Bid #023-26 with permission of use granted by The Ohio Revised Code section 5513.01(B).

Financial Impact:

\$121,000 (\$110,776 for the vehicle + \$10,224 for contingencies and Public Works fleet needs due to the uncertainty of tariffs.)

This vehicle is listed in the 2025 CIP as 5FT61 Replace Snow truck (Streets), \$280,000.

Emergency Provision:

Yes, an emergency provision is requested to facilitate the purchase of this truck to allow it to be used this snow season and to help avoid any additional tariff fees.

Rule Suspension Requested:

yes

ATTACHMENTS:

1. 2026MY City of Fairfield 108SD+--2-28-25
2. FYDA FREIGHTLINER CINCINNATI-ORD

Prepared for:
Brian Rose
FAIRFIELD CITY OF
8870 North Gilmore
Fairfield, OH 45014
Phone: 5138674209

Prepared by:
Mike Bailey
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CINCINNATI
1 FREIGHTLINER DRIVE
CINCINNATI, OH 45241
Phone: 513-772-7171

A proposal for
CITY OF FAIRFIELD
ODOT 023-26 Contract Pricing

Prepared by
FYDA FREIGHTLINER CINCINNATI
Mike Bailey

Feb 28, 2025

Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Description
Price Level
SD PRL-29D (EFF:MY26 ORDERS)
Data Version
SPECPRO21 DATA RELEASE VER 030
Vehicle Configuration
108SD PLUS CONVENTIONAL CHASSIS 2026 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560 LH PRIMARY STEERING LOCATION
General Service
TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR) CONSTRUCTION SERVICE GOVERNMENT BUSINESS SEGMENT DRY BULK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE FREIGHTLINER SD VOCATIONAL WARRANTY EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs

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Description

EXPECTED REAR DRIVE AXLE(S) LOAD :
23000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 43000.0 lbs

Truck Service

FRONT PLOW/END DUMP BODY
WA JONES AND SON

Engine

CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM,
1250 LB-FT @ 1200 RPM

Electronic Parameters

70 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
CUMMINS TRIP INFORMATION REPORTS
ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH
ABOVE ROAD SPEED LIMIT
PTO RPM WITH CRUISE RESUME SWITCH - 1100
RPM
PTO GOVERNOR RAMP RATE - 50 RPM PER
SECOND
CRUISE CONTROL BUTTON PTO CONTROL AND
ONE REMOTE PTO SPEED
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH
PTO 1, WITH SWITCH, TEM SUPPLIED
FEEDBACK AND INTERLOCKS, WITH PTO
CONNECTIONS, ROLLING INTERLOCKS

Engine Equipment

EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX
CONFIGURATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH DONALDSON
HIGH CAPACITY AIR CLEANER WITH SAFETY
ELEMENT, FIREWALL MOUNTED
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) DTNA GENUINE, FLOODED STARTING, MIN
2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED

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Description

STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
NON-ESSENTIAL POSITIVE LOAD DISCONNECT,
IN CAB CONTROL SWITCH MOUNTED
OUTBOARD OF DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR
JUMPSTART LOCATED ON FRAME NEXT TO
STARTER
PROGRESSIVE LOW VOLTAGE DISCONNECT AT
12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH
VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND VIRTUAL REGENERATION REQUEST
SWITCH IN CLUSTER
11 FOOT 00 INCH (132 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP
ALUMINUM AFTERTREATMENT
DEVICE/MUFFLER/TAILOUT SHIELD(S)
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER

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Description

COMBINATION FULL FLOW/BYPASS OIL FILTER
1115 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-
CHARGED SCA HEAVY DUTY COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK
HEATER
BLACK PLASTIC ENGINE HEATER RECEPTACLE
MOUNTED UNDER LH DOOR
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
S1 PERFORMANCE PRIMARY SHIFT SCHEDULE,
AVAILABLE FOR 3000/4000 PRODUCT FAMILIES
ONLY
S1 PERFORMANCE SECONDARY SHIFT
SCHEDULE, AVAILABLE FOR 3000/4000
PRODUCT FAMILIES ONLY
2100 RPM PRIMARY MODE SHIFT SPEED
2100 RPM SECONDARY MODE SHIFT SPEED
2ND GEAR ENGINE BRAKE ALTERNATE
PRESELECT WITH MODERATE DOWNSHIFT
STRATEGY

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Description

FUEL SENSE 2.0 PLUS - DYNACTIVE:
PERFORMANCE, NEUTRAL AT STOP: ACTIVE
DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES
DIRECTION CHANGE ENABLED WITH
MULTIPLEXED SERVICE BRAKES - ALLISON 5TH
GEN TRANSMISSIONS
MAXIMUM ENGINE SPEED FOR PTO
ENGAGEMENT 900 RPM
MAXIMUM ENGINE SPEED FOR PTO
OPERATION 3250 RPM
MAXIMUM OUTPUT SPEED FOR PTO
ENGAGEMENT 700 RPM
MAXIMUM OUTPUT SPEED FOR PTO
OPERATION 3600 RPM - ALLISON 5TH GEN
TRANSMISSIONS
QUICKFIT BODY LIGHTING CONNECTOR AT
END OF FRAME, WITH CAP
ELECTRONIC TRANSMISSION WIRING TO
CUSTOMER INTERFACE CONNECTOR
CUSTOMER INSTALLED CHELSEA 281 SERIES
PTO
PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION ALLISON
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

MERITOR MFS-20-133A 20,000# FL1 71.0 INCH
KPI/3.74 INCH DROP SINGLE FRONT AXLE
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS

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Description

FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
STANDARD KING PIN BUSHINGS
TRW THP-60 POWER STEERING WITH RCH45
AUXILIARY GEAR
POWER STEERING PUMP
4 QUART POWER STEERING RESERVOIR
OIL/AIR POWER STEERING COOLER
CURRENT AVAILABLE SYNTHETIC 75W-90
FRONT AXLE LUBE

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION
FRONT SUSPENSION WITH LEFT HAND OFFSET
SHACKLE BRACKET
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

MERITOR RS-23-161 23,000# R-SERIES SINGLE
REAR AXLE
5.63 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE
INDICATOR LIGHT FOR EACH DIFFERENTIAL
LOCKOUT SWITCH, ENGAGE <5 MPH,
DISENGAGE >25 MPH
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY
DUTY CAM REAR BRAKES, DOUBLE ANCHOR,
FABRICATED SHOES
NON-ASBESTOS REAR BRAKE LINING

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Description

BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
WABCO TRISTOP D LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS
MERITOR AUTOMATIC REAR SLACK
ADJUSTERS
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR
AXLE LUBE
STANDARD REAR AXLE BREATHER(S)

Rear Suspension

30,000# FLAT LEAF SPRING REAR SUSPENSION
WITH HELPER AND RADIUS ROD
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD AXLE SEATS IN AXLE CLAMP
GROUP
FORE/AFT CONTROL RODS

Pusher / Tag Equipment

NO PUSHER/TAG BRAKE DUST SHIELDS

Brake System

WABCO 4S/4M ABS
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL
AIR GOVERNOR AND HEATER
AIR DRYER MOUNTED INBOARD ON LH RAIL
ALUMINUM AIR BRAKE RESERVOIRS
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER
- WET TANK

Trailer Connections

NO TRAILER AIR HOSE

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Description

NO AIR HOSE HANGER
PLUGGED AIR CONNECTIONS AT END OF
FRAME
PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR SEPARATE STOP/TURN, CENTER PIN
POWERED THROUGH IGNITION WITH STOP
SIGNAL PREWIRE PACKAGE
SAE J560 7-WAY PRIMARY TRAILER CABLE
RECEPTACLE MOUNTED END OF FRAME
NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

4425MM (174 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT
1600MM (63 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70
INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
108.66 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 105.66 in
CALC'D FRAME LENGTH - OVERALL : 302.36 in
CALCULATED FRAME SPACE LH SIDE : 71.9 in
CALCULATED FRAME SPACE RH SIDE : 76.04 in
CALC'D SPACE AVAILABLE FOR DECKPLATE :
0.0 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE
CROSSMEMBER
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

14 INCH PAINTED STEEL BUMPER
NO MUDFLAP BRACKETS
NO REAR MUDFLAPS

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Description	
GRADE 8 THREADED HEX HEADED FRAME FASTENERS	
EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE	
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD	
Fifth Wheel	
NO FIFTH WHEEL	
Fuel Tanks	
60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	
25 INCH DIAMETER FUEL TANK(S)	
POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS	
FUEL TANK(S) FORWARD	
POLISHED STEP FINISH	
CHROME FUEL TANK CAP(S)	
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	
EQUIFLO INBOARD FUEL SYSTEM	
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	
Tires	
CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	
MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES	
Hubs	
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	
CONMET PRESET PLUS PREMIUM IRON REAR HUBS	
Wheels	
ALCOA ULTRA ONE 89U63X 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HD ALUMINUM FRONT WHEELS	
ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS	
FRONT WHEEL MOUNTING NUTS	

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Description	
REAR WHEEL MOUNTING NUTS	
Cab Exterior	
	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE SHORT FENDER WITH MUDFLAP BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS CHROME HOOD MOUNTED AIR INTAKE GRILLE FIBERGLASS HOOD TUNNEL/FIREWALL LINER SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK SINGLE ELECTRIC HORN REAR LICENSE PLATE MOUNT END OF FRAME HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS LED AERODYNAMIC MARKER LIGHTS WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD NO DAYTIME RUNNING LIGHTS INTEGRAL STOP/TAIL/BACKUP LIGHTS STANDARD FRONT TURN SIGNAL LAMPS DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE DOOR MOUNTED MIRRORS 102 INCH EQUIPMENT WIDTH LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS RH DOWN VIEW MIRROR

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Description

RH AND LH 8 INCH STAINLESS STEEL FENDER
MOUNTED CONVEX MIRRORS WITH TRIPOD
BRACKETS
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS
WITH POLISHED DIAMOND PLATE COVER
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS
1-PIECE BONDED HEATED WIPER PARK SOLAR
GREEN GLASS WINDSHIELD
8 LITER (2 GAL) WINDSHIELD WASHER
RESERVOIR, CAB MOUNTED, WITH FLUID
LEVEL INDICATOR

Cab Interior

RUGGED TRIM PACKAGE
GRAY & CARBON VINYL INTERIOR "RUGGED"
CARBON WITH PREMIUM GUNMETAL ACCENT
(RUGGED)
MOLDED DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
(1)DASH MOUNTED 12V POWER OUTLET,
(1)DASH MOUNTED DUAL USB-C OUTLET
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR STORAGE POCKETS
INTEGRATED INTO MOLDED DOOR PANELS
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
(2) CUP HOLDERS LH AND RH DASH
M2/SD DASH
5 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING WITH SNOW
SHIELD FOR FRESH AIR INTAKE
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT
COMPRESSOR
BINARY CONTROL, R-134A

Prepared for:
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Phone: 5138674209

Prepared by:
Mike Bailey
FYDA FREIGHTLINER
CINCINNATI
1 FREIGHTLINER DRIVE
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Description

PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
PREMIUM LED CAB LIGHTING
REMOTE KEYLESS ENTRY AND 2
TRANSMITTERS
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER
SPECIFIED KEY NUMBER FT1013
KEY QUANTITY OF 4
LH AND RH ELECTRIC DOOR LOCKS WITH
AUTO UNLOCK FEATURE WHEN DOOR IS SET
FROM OPEN TO CLOSED POSITION
NO MATTRESS
PREMIUM ISRINGHAUSEN HIGH BACK AIR
SUSPENSION DRIVERS SEAT WITH 2 AIR
LUMBAR, INTEGRATED CUSHION EXTENSION,
TILT AND ADJUSTABLE SHOCK
BASIC ISRINGHAUSEN HIGH BACK AIR
SUSPENSION PASSENGER SEAT WITH
MECHANICAL LUMBAR AND INTEGRATED
CUSHION EXTENSION
DUAL DRIVER AND PASSENGER SEAT
ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
BLACK VINYL DRIVER SEAT COVER
BLACK VINYL PASSENGER SEAT COVER
HIGH VISIBILITY ORANGE SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH CHROME SWITCH
BEZELS
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

5 EXTRA PROGRAMMABLE
SWITCHES/INDICATORS
ELECTRONIC ACCELERATOR CONTROL
NO INSTRUMENT PANEL-DRIVER
FULLY CONFIGURABLE CENTER INSTRUMENT
PANELS

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Description

ENGINE REMOTE INTERFACE WITH PARK
BRAKE INTERLOCK
BRIGHT ARGENT FINISH GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
DUAL NEEDLE PRIMARY AND SECONDARY AIR
PRESSURE GAUGE
DASH MOUNTED AIR RESTRICTION INDICATOR
WITH GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
PREMIUM INSTRUMENT CLUSTER WITH 5.0
INCH TFT COLOR DISPLAY
DIGITAL PANEL LAMP DIMMER SWITCH IN
DRIVER DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE WITH ONE OR
MORE SET SPEEDS
QUICKFIT POWERTRAIN INTERFACE
CONNECTOR LOCATED BETWEEN SEATS WITH
BLUNTCUTS
QUICKFIT PROGRAMMABLE INTERFACE
CONNECTOR(S) BETWEEN SEATS WITH
BLUNTCUTS
ENGINE REMOTE INTERFACE CONNECTOR AT
POWERTRAIN INTERFACE CONNECTOR
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
ELECTRIC ENGINE OIL PRESSURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE
GAUGE
ELECTRONIC OUTSIDE TEMPERATURE
SENSOR DISPLAY IN DRIVER MESSAGE
CENTER
ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY
PTO CONTROLS FOR ENHANCED VEHICLE
ELECTRIC/ELECTRONIC ARCHITECTURE

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Description

(1) BACKUP CAMERA-END OF FRAME MOUNTED
WITH 15 FOOT EXTRA LONG CABLE COILED AT
END OF FRAME
NO OBSTACLE DETECTION SYSTEM
NO DR ASSIST SYSTEM
NO VEHICLE STABILITY ADVISOR OR CONTROL
NO LANE DEPARTURE WARNING SYSTEM
NO OVERHEAD INSTRUMENT PANEL
1 QUIKFIT PROGRAMABLE MODULE (QPM/XMC)
W/ (4) 20AMP FUSED RELAYS
GENERIC TELEMATICS PREWIRE (CONSTANT
BATTERY POWER/IGNITION/GROUND/J1939);
RP1226 TYPE CONNECTOR AT PASSENGER
SIDE OF DASH END
7" B-PANEL INTERACTIVE TOUCHSCREEN
DISPLAY RADIO W/ USB-C, APPLE CARPLAY,
ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB,
WITH MICROPHONE
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
NO AM/FM RADIO ANTENNA
POWER AND GROUND WIRING PROVISION
OVERHEAD
ROOF/OVERHEAD CONSOLE CB RADIO
PROVISION
MULTI-BAND AM/FM/WB/CB LH MIRROR
MOUNTED ANTENNA SYSTEM
NO MULTIBAND ANTENNA
INTEROPERABLE SDAR ANTENNA, SHIP LOOSE
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
DETROIT CONNECT PLATFORM HARDWARE
3 YEARS DAIMLER CONNECTIVITY BASE
PACKAGE ON (FEATURES VARY BY MODEL)
POWERED BY DETROIT CONNECT ON
CUMMINS ENGINES
(2) TMC RP1226 ACCESSORY CONNECTORS: (1)
LOCATED BEHIND PASSENGER SIDE
REMOVABLE DASH PANEL (1) CENTER OF
OVERHEAD CONSOLE
IGNITION SWITCH CONTROLLED ENGINE STOP

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Description

PRE-TRIP INSPECTION FEATURE FOR
EXTERIOR LAMPS AND SERVICE BRAKES
(1) OVERHEAD MOUNTED LANYARD CONTROL
FOR DRIVER AIR HORN
BW TRACTOR PROTECTION VALVE
NO TRAILER HAND CONTROL BRAKE VALVE
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY AND ARCTIC TYPE BLADES
ROTARY HEADLAMP SWITCH, MARKER
LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT
FOR OPTIONAL FOG/ROAD LAMPS
TWO VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH
DIMMER, HEADLAMP FLASH,
WASH/WIPE/INTERMITTENT
INTEGRAL ELECTRONIC TURN SIGNAL
FLASHER WITH 40 AMP (20 AMP PER SIDE)
TRAILER LAMP CAPACITY
NO WRG/SW-OPTL #2, CHAS, AIR

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
STANDARD BLACK BUMPER PAINT
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Extended Warranty

CUMMINS ENGINE CARB COMPLIANT: L9 HD1 MD DTY 5 YEARS /
100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
TC4: MD MODERATE 7 YEARS/100,000 MILES / 161,000 KM
EXTENDED TRUCK COVERAGE. FEX APPLIES
ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5
YEARS/UNLIMITED MILES FEX

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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MERITOR RS-23-161 23,000# R-SERIES SINGLE REAR
 AXLE
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 HELPER AND RADIUS ROD
 MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74
 INCH DROP SINGLE FRONT AXLE
 20,000# FLAT LEAF FRONT SUSPENSION

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4425MM (174 INCH) WHEELBASE
 NO FIFTH WHEEL
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 TEM TO EVALUATE AND INSTALL FRAME RAIL
 REINFORCEMENT AS NEEDED FOR FRONT
 FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	107,264	\$	107,264
EXTENDED WARRANTY		\$	3,512	\$	3,512
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	110,776	\$	110,776
TAXES AND FEES					
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	110,776	\$	110,776

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FYDA FREIGHTLINER CINCINNATI, INC. FOR THE PURCHASE OF A FREIGHTLINER 108SD SINGLE AXLE TRUCK CAB AND CHASSIS FOR THE STREET DIVISION OF THE PUBLIC WORKS DEPARTMENT 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 FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108SD single axle truck cab and chassis for the Street Division of the Public Works Department in accordance with the bid on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the immediate purchase is necessary to ensure delivery in time for use in winter 2025 and to secure current pricing to avoid any additional tariff fees; 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\FYDA FREIGHTLINER CINCINNATI-ORD



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of new Freightliner Truck #004 for brush pickup (Streets)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner M2 106 single axle truck cab and chassis for the Street Department 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 as detailed in the Financial Impact section from the Capital Improvement Fund for the purchase of a Freightliner M2 106 single axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with FYDA Freightliner Cincinnati Inc., for the purchase of this unit.

Discussion:

This request is for the purchase of a Freightliner M2 106 single axle truck cab and chassis to move the Street Departments Brush Pickup Truck #003 (2001 International 4900) to a spare/fourth unit due to age and condition. By no longer using a small box behind a spare snow plow and using a larger fourth truck when conditions dictate, Public Works will be able to improve our operational efficiency and service. This unit will be outfitted with flat bed and leaf box under a separate contract. This truck is listed under O.D.O.T. Bid #023-26 with permission of use granted by The Ohio Revised Code section 5513.01(B).

Financial Impact:

\$130,000 from the Capital Fund (\$105,313 for the vehicle + \$24,687 for contingencies and Public Works fleet needs due to the uncertainty of tariffs.)

This vehicle is listed in the 2025 CIP as 5FT60 Replacement of Brush Truck (Streets), \$200,000.

Emergency Provision:

Yes, an emergency provision is requested to facilitate the purchase of this truck to allow it to be used this snow season and to help avoid any additional tariff fees.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 2026MY City of Fairfield S-A-Flatbed-M2+--Revised 3-3-25
2. FYDA FREIGHTLINER CINCINNATI 2-ORD

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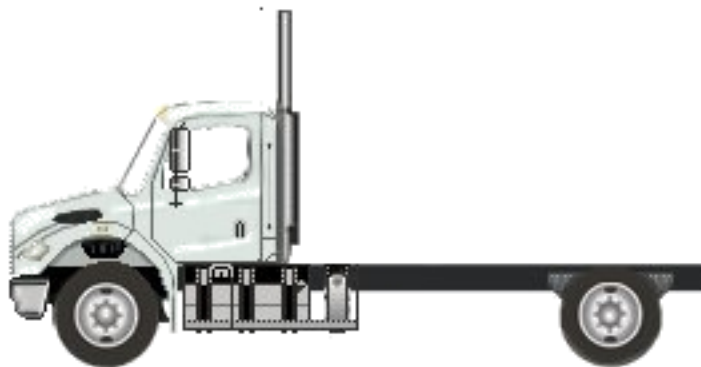
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A proposal for
CITY OF FAIRFIELD
ODOT 023-26 Pricing

Prepared by
FYDA FREIGHTLINER CINCINNATI
Mike Bailey

Mar 03, 2025

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

2026MY City of Fairfield S-A-Flatbed-
M2+

03/03/2025 12:58 PM

Page 1 of 18

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SPECIFICATION PROPOSAL

Description
Price Level
M2 PRL-29M (EFF:MY26 ORDERS)
Data Version
SPECPRO21 DATA RELEASE VER 030
Vehicle Configuration
M2 106 PLUS CONVENTIONAL CHASSIS 2026 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560 LH PRIMARY STEERING LOCATION
General Service
TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR) NONE CONSTRUCTION SERVICE CONSTRUCTION BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE MEDIUM TRUCK WARRANTY EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs

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Description

EXPECTED REAR DRIVE AXLE(S) LOAD :
23000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 37600.0 lbs

Truck Service

FLATBED/PLATFORM/STAKE BODY
EXPECTED TRUCK BODY LENGTH : 16.0 ft
ROWE TRUCK EQUIPMENT
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Engine

CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM,
860 LB-FT @ 1200 RPM

Electronic Parameters

72 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT 3 MPH HIGHER
THAN ROAD SPEED LIMIT
CUMMINS TRIP INFORMATION REPORTS
ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH
ABOVE ROAD SPEED LIMIT
PTO GOVERNOR RAMP RATE - 50 RPM PER
SECOND
ONE PTO SPEED VIA DASH SWITCH
PTO SPEED 1 SETTING - 800 RPM
PTO MINIMUM RPM - 650
REGEN INHIBIT SPEED THRESHOLD - 5 MPH
PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

Engine Equipment

EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX
CONFIGURATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) DTNA GENUINE, FLOODED STARTING, MIN
2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS

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Description

SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
NON-ESSENTIAL POSITIVE LOAD DISCONNECT,
IN CAB CONTROL SWITCH MOUNTED
OUTBOARD OF DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR
JUMPSTART LOCATED ON FRAME NEXT TO
STARTER
PROGRESSIVE LOW VOLTAGE DISCONNECT AT
12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH
VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND VIRTUAL REGENERATION REQUEST
SWITCH IN CLUSTER
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
ALUMINUM AFTERTREATMENT
DEVICE/MUFFLER/TAILOUT SHIELD(S)
AIR POWERED ON/OFF ENGINE FAN CLUTCH

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Description

AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
NO COOLANT FILTER
900 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE
SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE
PRIMARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

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Description

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP

ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR

CUSTOMER INSTALLED CHELSEA 871 SERIES PTO

PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER

MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES

NON-ASBESTOS FRONT BRAKE LINING

MOTOR WHEEL CENTRIFUSE FRONT BRAKE DRUMS

FRONT BRAKE DUST SHIELDS

FRONT OIL SEALS

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Description

VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW TAS-85 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
CURRENT AVAILABLE SYNTHETIC 75W-90
FRONT AXLE LUBE

Front Suspension

14,600# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION
NO FRONT SHOCK ABSORBERS

Rear Axle and Equipment

MERITOR RS-23-160 23,000# R-SERIES SINGLE
REAR AXLE
5.63 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE
INDICATOR LIGHT FOR EACH DIFFERENTIAL
LOCKOUT SWITCH, ENGAGE <5 MPH,
DISENGAGE >25 MPH
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM
REAR BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON REAR SIDE
OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
WABCO TRISTOP D LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS

Prepared for:
Brian Rose
FAIRFIELD CITY OF
8870 North Gilmore
Fairfield, OH 45014
Phone: 5138674209

Prepared by:
Mike Bailey
FYDA FREIGHTLINER
CINCINNATI
1 FREIGHTLINER DRIVE
CINCINNATI, OH 45241
Phone: 513-772-7171

Description

HALDEX AUTOMATIC REAR SLACK ADJUSTERS
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR
AXLE LUBE

Rear Suspension

30,000# FLAT LEAF SPRING REAR SUSPENSION
WITH HELPER AND RADIUS ROD
SPRING SUSPENSION - 1.00" AXLE SPACER
STANDARD AXLE SEATS IN AXLE CLAMP
GROUP
FORE/AFT CONTROL RODS

Pusher / Tag Equipment

NO PUSHER/TAG BRAKE DUST SHIELDS

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITH TRACTION CONTROL
WITH ATC SHUT OFF SWITCH
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL
AIR GOVERNOR AND HEATER
AIR DRYER MOUNTED OUTBOARD ON LH RAIL
AT BACK OF CAB
ALUMINUM AIR BRAKE RESERVOIRS
BW DV-2 AUTO DRAIN VALVE WITH HEATER -
WET TANK, PETCOCKS ALL OTHERS

Trailer Connections

NO TRAILER AIR HOSE
NO AIR HOSE HANGER
AIR CONNECTIONS TO END OF FRAME WITH
GLAD HANDS FOR TRUCK AND DUST COVERS
PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR COMBINATION STOP/TURN, CENTER PIN
POWERED THROUGH IGNITION WITH STOP
SIGNAL PREWIRE PACKAGE

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Description

SAE J560 7-WAY PRIMARY TRAILER CABLE
RECEPTACLE MOUNTED END OF FRAME
NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

4950MM (195 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70
INCH
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
129.33 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 126.33 in
CALC'D FRAME LENGTH - OVERALL : 296.85 in
CALCULATED FRAME SPACE LH SIDE : 57.61 in
CALCULATED FRAME SPACE RH SIDE : 96.71 in
CALC'D SPACE AVAILABLE FOR DECKPLATE :
0.0 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE
CROSSMEMBER
STANDARD CROSSMEMBER BACK OF
TRANSMISSION
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH CHROMED STEEL
BUMPER WITH COLLAPSIBLE ENDS
FRONT TOW HOOKS - FRAME MOUNTED
BUMPER MOUNTING FOR SINGLE LICENSE
PLATE
NO MUDFLAP BRACKETS
NO REAR MUDFLAPS
FENDER AND FRONT OF HOOD MOUNTED
FRONT MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME
FASTENERS

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Description
EXTERIOR HARNESES WRAPPED IN ABRASION TAPE
Fifth Wheel
NO FIFTH WHEEL
Fuel Tanks
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH RECTANGULAR FUEL TANK(S) POLISHING OF FUEL/HYDRAULIC TANK(S) WITH PAINTED ZINC-PLATED STEEL BANDS FUEL TANK(S) FORWARD POLISHED STAINLESS STEEL STEP FINISH FUEL TANK CAP(S) DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER" EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires
BRIDGESTONE M863 12R22.5 16 PLY RADIAL FRONT TIRES CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Hubs
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels
ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS

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Description

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
CONVENTIONAL CAB
AIR CAB MOUNTING
NONREMOVABLE BUGSCREEN MOUNTED
BEHIND GRILLE
2-1/2 INCH FENDER EXTENSIONS
LH AND RH EXTERIOR GRAB HANDLES WITH
SINGLE RUBBER INSERT
HOOD MOUNTED CHROMED PLASTIC GRILLE
CHROME HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD
TUNNEL/FIREWALL LINER
SINGLE 14 INCH ROUND HADLEY AIR HORN
UNDER LH DECK
SINGLE ELECTRIC HORN
REAR LICENSE PLATE MOUNT END OF FRAME
SWITCH, INDICATOR LIGHT AND WIRING FOR
(2) CUSTOMER FURNISHED BEACONS
INTEGRAL HEADLIGHT/MARKER ASSEMBLY
WITH CHROME BEZEL
LED AERODYNAMIC MARKER LIGHTS
HEADLIGHTS ON WITH WIPERS, NO DAYTIME
RUNNING LIGHTS
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST BRIGHT FINISH HEATED
MIRRORS WITH LED LIGHTS AND LH AND RH
REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS
WITH POLISHED DIAMOND PLATE COVER
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS

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Description

RH AND LH ELECTRIC POWERED WINDOWS
1-PIECE SOLAR GREEN GLASS WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITH FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

RUGGED TRIM PACKAGE
GRAY & CARBON VINYL INTERIOR "RUGGED"
CARBON WITH PREMIUM GUNMETAL ACCENT
(RUGGED)
MOLDED DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
(1)DASH MOUNTED 12V POWER OUTLET,
(1)DASH MOUNTED DUAL USB-C OUTLET
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR STORAGE POCKETS
INTEGRATED INTO MOLDED DOOR PANELS
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
(2) CUP HOLDERS LH AND RH DASH
M2/SD DASH
5 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING WITH PRE-FILTER
FOR OUTSIDE AIR INTAKE
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT
COMPRESSOR
BINARY CONTROL, R-134A
PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
PREMIUM LED CAB LIGHTING
REMOTE KEYLESS ENTRY AND 2
TRANSMITTERS
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER
SPECIFIED KEY NUMBER FT1013
KEY QUANTITY OF 4

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Description

LH AND RH ELECTRIC DOOR LOCKS WITH
AUTO UNLOCK FEATURE WHEN DOOR IS SET
FROM OPEN TO CLOSED POSITION
NO MATTRESS
TRIANGULAR REFLECTORS WITHOUT FLARES
BASIC ISRINGHAUSEN HIGH BACK AIR
SUSPENSION DRIVERS SEAT WITH
MECHANICAL LUMBAR AND INTEGRATED
CUSHION EXTENSION
BASIC ISRINGHAUSEN HIGH BACK AIR
SUSPENSION PASSENGER SEAT WITH
MECHANICAL LUMBAR AND INTEGRATED
CUSHION EXTENSION
DUAL DRIVER AND PASSENGER SEAT
ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
BLACK VINYL DRIVER SEAT COVER
BLACK VINYL PASSENGER SEAT COVER
BLACK SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH CHROME SWITCH
BEZELS
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

NO INSTRUMENT PANEL-DRIVER
CONFIGURABLE UPPER PANEL WITH
INTEGRATED LOWER STORAGE
ENGINE REMOTE INTERFACE WITH PARK
BRAKE INTERLOCK
BRIGHT ARGENT FINISH GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
DUAL NEEDLE PRIMARY AND SECONDARY AIR
PRESSURE GAUGE
DASH MOUNTED AIR RESTRICTION INDICATOR
WITH GRADUATIONS
87 DECIBELS TO 112 DECIBELS AUTOMATIC
SELF-ADJUSTING BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES

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Description

KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY

PREMIUM INSTRUMENT CLUSTER WITH 5.0
INCH TFT COLOR DISPLAY

DIGITAL PANEL LAMP DIMMER SWITCH IN
DRIVER DISPLAY

HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH

2 INCH ELECTRIC FUEL GAUGE

ENGINE REMOTE INTERFACE FOR REMOTE
THROTTLE

QUICKFIT POWERTRAIN INTERFACE
CONNECTOR LOCATED BETWEEN SEATS WITH
CAPS

QUICKFIT PROGRAMMABLE INTERFACE
CONNECTOR(S) BETWEEN SEATS WITH
BLUNTCUTS

ENGINE REMOTE INTERFACE CONNECTOR AT
POWERTRAIN INTERFACE CONNECTOR

ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE

2 INCH TRANSMISSION OIL TEMPERATURE
GAUGE

ELECTRONIC OUTSIDE TEMPERATURE
SENSOR DISPLAY IN DRIVER MESSAGE
CENTER

ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY

PTO CONTROLS FOR ENHANCED VEHICLE
ELECTRIC/ELECTRONIC ARCHITECTURE

NO OBSTACLE DETECTION SYSTEM

NO DR ASSIST SYSTEM

(1) BACKUP CAMERA-END OF FRAME MOUNTED
WITH 15 FOOT EXTRA LONG CABLE COILED AT
END OF FRAME

NO VEHICLE STABILITY ADVISOR OR CONTROL

NO LANE DEPARTURE WARNING SYSTEM

ELECTRIC ENGINE OIL PRESSURE GAUGE

LEFTHAND/RIGHTHAND OVERHEAD
INSTRUMENT PANEL BLANK

1 QUICKFIT PROGRAMABLE MODULE
(QPM/XMC), WITHOUT POWERTRAIN CONTROL
FUNCTIONS

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Description

GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END

7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE

DASH MOUNTED RADIO

(2) RADIO SPEAKERS IN CAB

NO AM/FM RADIO ANTENNA

POWER AND GROUND WIRING PROVISION OVERHEAD

ROOF/OVERHEAD CONSOLE CB RADIO PROVISION

SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS

INTEROPERABLE SDAR ANTENNA

STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS

ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER

STANDARD VEHICLE SPEED SENSOR

ELECTRONIC 3000 RPM TACHOMETER

DETROIT CONNECT PLATFORM HARDWARE

3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES

(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE

REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE

IGNITION SWITCH CONTROLLED ENGINE STOP

TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT

HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER

HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER

(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN

BW TRACTOR PROTECTION VALVE

Prepared for:
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Description

NO TRAILER HAND CONTROL BRAKE VALVE
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY
ROTARY HEADLAMP SWITCH, MARKER
LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT
FOR OPTIONAL FOG/ROAD LAMPS
TWO VALVE PARKING BRAKE SYSTEM WITH
DASH VALVE CONTROL AUTONEUTRAL AND
WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH
DIMMER, HEADLAMP FLASH,
WASH/WIPE/INTERMITTENT
INTEGRAL ELECTRONIC TURN SIGNAL
FLASHER WITH 40 AMP (20 AMP PER SIDE)
TRAILER LAMP CAPACITY
NO WRG/SW-OPTL #2, CHAS, AIR

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Extended Warranty

CUMMINS ENGINE CARB COMPLIANT: L9 HD1 MD DTY 5 YEARS /
100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
TC4: MD MODERATE 7 YEARS/100,000 MILES / 161,000 KM
EXTENDED TRUCK COVERAGE. FEX APPLIES
ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5
YEARS/UNLIMITED MILES FEX

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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT
 @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR
 AXLE
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 HELPER AND RADIUS ROD

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP
 SINGLE FRONT AXLE
 14,600# FLAT LEAF FRONT SUSPENSION
 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4950MM (195 INCH) WHEELBASE
 NO FIFTH WHEEL
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	101,801	\$	101,801
EXTENDED WARRANTY		\$	3,512	\$	3,512
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	105,313	\$	105,313
TAXES AND FEES					
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	105,313	\$	105,313

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FYDA FREIGHTLINER CINCINNATI, INC. FOR THE PURCHASE OF A FREIGHTLINER M2 106 SINGLE AXLE TRUCK CAB AND CHASSIS FOR THE STREET DEPARTMENT 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 FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner M2 106 single axle truck cab and chassis for the Street Department in accordance with the bid on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City facilitate the purchase of this truck to allow it to be used this snow season and avoid any additional tariff fees; 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\FYDA FREIGHTLINER CINCINNATI 2-ORD



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Outfitting of Snow Plow Truck #050 (Streets)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with WA Jones for the outfitting of a Freightliner 108SD single axle truck cab and chassis for the Street Department 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 as detailed in the Financial Impact section from the Capital Improvement Fund for the outfitting of a Freightliner 108SD single axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with WA Jones for the purchase of this equipment.

Discussion:

This request is for the outfitting of a Freightliner 108 SD with snow equipment to replace unit #028 (a 2002 International 4900) due to age and condition. The old unit will be auctioned. The Cab and Chassis was requested under a separate item. This equipment with installation is being purchased through WA Jones with contracts held with Sourcewell joint purchasing program, contract #62222-AEB, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions in which the City is a member thereof.

Financial Impact:

\$159,000 from the Capital Fund (\$147,264 for the outfitting + \$11,736 for contingencies and Public Works fleet needs due to the uncertainty of tariffs.)

This vehicle is listed in the 2025 CIP as 5FT61 Replace Snow truck (Streets), \$280,000.

Emergency Provision:

Yes, an emergency provision is requested to facilitate the purchase of this truck to allow it to be

used this snow season and to help avoid any additional tariff fees.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. WA Jones
2. WA JONES-ORD

12/18/2024

City of Fairfield

Attn: Ken Bulach

8870 N. Gilmore Rd

Fairfield, OH 45014

RE: Single Axle FFDS Plow Package

Pricing Per AEBl/Monroe SourceWell Cooperative Purchasing Contract #062222-AEB

Snow Plow

Monroe Model MP41R11-ISCT Reversible Snow Plow

41"x11' Full Trip Moldboard

(2) Compression Type Trip Springs

10 GA Stainless Steel Moldboard (Orange on Back)

Right Hand Mailbox Cut

4"x4"x3/8" Full Length Pushframe

Rubber Snow Deflector

36" Cable Core Plow Markers

(6) 1/2" Flame Cut Ribs

4"x4"x3/4" Bottom Angle

4"x10" Double Acting Nitrided Reversing Cylinders

Rubber Cutting Edge

Built In level Lift with double chain lift

Parking Jack

Monroe Model QCP Pin and Loop adapter with Swivel Plate

Snow Plow Installed 100% To Your Specifications-No Exceptions

Plow Hitch

Monroe Model MC2080 Drop Pin Quick Hitch

4" Double Acting Lift Cylinder

Telescopic Lift Beam

Fold Flat Lift Arm

Full 5/8" Sideplate Hitch Reinforcement

OEM Bumpers Cut and Re-Installed

Snow Plow Hitch Installed 100% To Your Specifications-No Exceptions

Central Hydraulic System

Force America Load Sense System

Hot Shift PTO

Load Sense Piston Pump

Force 5100EX Spreader Controller

Pedestal Mounted Air Controls with Dual Axis Plow Control

Plow Counterbalance With On/Off Switch

30 Gallon Steel Valve Mount Tank with Poly Lid

Pressure Relief Valve Installed on Hitch

Stainless Steel Hydraulic Lines run to Front and Rear

Stainless Steel Quick Couplers

System Fully Tested and Pre Calibrated

Final Calibration Upon Delivery

Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

Dump Body

Monroe FFDS-DA 12' Stainless Steel Combination Dump Body

7 GA 304 Stainless Steel Construction

Crossmemberless Understructure

¼" AR400 Floor

Dual 7" Auger Conveyor System

Extended Grease Tubes for Front Auger Bearings

¼" AR400 Conveyor Cover Plate

Dirt Shedding Upper and Lower Rails

34" Side Height

Single Horizontal Side Brace

42" Tailgate

Six Panel Tailgate Bracing

Double Acting Air Release Tailgate

Flame Cut Tailgate Hardware

24"x84" Stainless Cabshield Fully Welded with Light Housings

Stainless Steel Slide Out Side Ladder With Stainless Grab Handles and Steps

Body Props

Heavy Duty Dual Stainless Receiver Tube Spinner Assembly with 20" Spinner Disc

Combination Body Installed 100% To Your Specifications-No Exceptions

Hoist

Mailhot 25 Ton Class 50 Telescopic Hoist
Double Acting (power up, power down)
12" Doghouse in front of body
Greaseable Stainless Steel Hinge Pins
Hoist Installed 100% To Your Specifications-No Exceptions

Electrical

ABL Heated LED Plow lights Mounted on Hood with Stainless Brackets
Soundoff Signal LED Strobe Package
(1) Green and (1) Amber LED Mini Strobe Mounted on Plow Light Brackets
(2) Green LED Strobes Mounted in Cabshield (Boxed) Facing Forward
(4) Amber LED Strobes Mounted in Cabshield (Boxed) Facing Sides and Rear
(2) Amber LED Strobes Mounted in Rear Corner Posts-Rear Facing
(2) Amber LED Strobes Mounted in Rear Corner Posts-Side Facing
(2) LED Stop/Tail/Turn Lights Mounted in Rear Corner Posts
(2) LED Back Up Lights Mounted in Rear Corner Posts
4" ABL Heated LED Spinner Light Mounted Drivers Side Under Rear Corner Post
4" ABL Heated LED Back Up/Work Light Mounted Passenger Side and Wired to Back Up Lights
Body Up Switch with In Cab Light
Power Distribution Panel Installed inside back of cab
97 DB Back Up Alarm
Home Run Wiring with no splices
No Rear Junction Box
All Wiring Installed on Stainless Backbone
Wiring Schematic Furnished Upon Completion
Electrical System Installed 100% To Your Specifications-No Exceptions

Pre Wetting System

Monroe PWS Pre Wetting System

100 gallon frame mounted tank
Stainless Steel Mounting Hardware
Varitech Closed Loop Pre Wet Pump
Liquid Applied Via Slurry Tube Between Augers in Body
Pre Wetting System Installed 100% To Your Specifications-No Exceptions

Pintle Plate

3/4" Pintle Plate Fully Welded
20 Ton Pintle Hook with 8 hole adjustment
7 Way PIN Trailer Plug
(2) 1" D-Rings
Chassis OEM Taillights Installed Outside of Pintle Plate and Recessed

Miscellaneous

6" Hardwood Sideboards Painted Black
Poly Fenders with Stainless Brackets
Stainless Steel Shovel Holder
OnSpot Automatic Tire Chains
Cougar DC3200 Dump Body Vibrator
Red and White Reflective Tape on Lower Rub rails and Tailgate
Chassis Frame Rails and Underside of Dump Body Undercoated
Stainless Steel Swinging Mudflap Brackets with Mudflaps

Total Package Price \$147,264.00

TITLE: _____

SIGNATURE: _____

PURCHASE ORDER #: _____

DATE: _____

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires an 108" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WA JONES FOR THE OUTFITTING OF A FREIGHTLINER 108SD SINGLE AXLE TRUCK CAB AND CHASSIS FOR THE STREET DEPARTMENT 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 WA Jones for the outfitting of a Freightliner 108SD single axle truck cab and chassis for the Street Department in accordance with the bid on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City facilitate the purchase of this truck to allow it to be used this snow season and help avoid any additional tariff fees; 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 - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Leaf Machine #225 (Streets)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Best Equipment Company for the purchase of an ODB LCT650 Leaf Machine for the Street Department 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 as detailed in the Financial Impact section from the Capital Improvement Fund for the purchase of a ODB LCT650 Leaf Machine. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with the Best Equipment Company for the purchase of this equipment.

Discussion:

This request is for the purchase of an ODB LCT650 Leaf Machine to be used by the Street Division to pick up leafs citywide. This unit will replace #204 (a 2004 ODB leaf loader). #204 will be moved to a spare unit. Public Works has previously operated with four machines. With the restructuring in November of 2024, it is deemed to be an operational efficiency improvement to keep a fifth unit as a spare during leaf season. The equipment is being purchased through Best Equipment Company using the Sourcewell joint purchasing program, contract #031121-ODB, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions in which the City is a member thereof.

Financial Impact:

\$95,000 from the Capital Fund (\$86,520 for the leaf machine + \$8,480 for contingencies and Public Works fleet needs due to the uncertainty of tariffs)

This machine is listed in the 2025 CIP as 5FT64 Replace Leaf Machine (Streets) \$95,000.

Emergency Provision:

Yes, an emergency provision is requested to facilitate the purchase of this machine to be used this leaf season and to help avoid any additional tariff fees.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Sales Proposal City of Fairfield OBD LCT650 (1)
2. BEST EQUIPMENT-ORD



EQUIPMENT SALES PROPOSAL

Provided by Best Equipment Company, Inc.

Experts in Municipal and Contractor Environmental Equipment Since 1917

Proudly Serving Indiana, Ohio, Kentucky, and Michigan

Prepared Especially For
Fairfield, OH
KEN BULACH

Prepared By
George Luce
Western Ohio Sales

Document ID	Prepared For	Prepared On	Pricing Valid Through
O - 24-0264 Q - 00001816	Fairfield, OH	2/7/2025	14 Days

Procurement	Payment Terms	FOB
Sourcewell, Old Dominion Brush: #031121-ODB Maturity Date: 4/30/2025	Invoice	Fairfield, OH

Product	Unit Price	Quantity	Total
New Equipment ODB LCT650 John Deere Diesel, 74HP Final Tier 4 (Single Axis) Electronic engine controls with engine safety shutdown system Boxed perforated radiator screen 44 gallon polyethylene fuel tank 13" clutch assembly with 2.25" dia PTO shaft & safety engagement Suction impeller six 3/8" thick T-1 steel blades Power band belt drive for suction impeller Hydraulic hose boom powered by 12V electric/hydraulic pump 16" diameter x 120" rubber intake hose with steel nozzle LED DOT lights and an oval LED amber flasher light at rear 16" diameter x 48" rubber exhaust hose 1/4" thick trailer deck with channel members on the ends HD height adjustable pintle eye with three quick release pins Parking jack with 5" swivel castor wheel Electric brakes with break-away actuator Engine remote oil drain Driver's (street) side pickup Exhaust Extention and Support T0 105" Ground to Center Hole Left Side Pickup			
	\$86,519.52	1.00	\$86,519.52
Subtotal			\$86,519.52
Grand Total			\$86,519.52

Agreement
Sign below to accept and agree to this sales proposal and all terms and conditions. Any changes to this agreement must be done so in writing. This agreement is binding. By signing, you agree that you are authorized to execute this contract.

Signature	Title	Date
-----------	-------	------

Notes

New equipment includes pre-delivery inspection, delivery to customer site, and basic operational and maintenance training. Standard Manufacturer's warranty applies. Warranty Statements are available upon request.

BestCare

Need a plan to take care of your investment? BestCare is Best Equipment Company's preventative maintenance program, offering you customized plans to properly maintain and extend the life of your equipment. Email us at bestcare@bestequipmentco.com to learn more.

Terms and Conditions

Quotation

This document is for quotation purposes only. Do not pay from this quotation. An invoice will be prepared and sent for final total due.

Taxes

Applicable taxes are not included at time of quotation. Tax estimations can be provided upon request. If any tax figures are included, they are deemed reliable but not guaranteed. Exact taxes will be calculated at the time of invoice.

Payment

All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between the Seller and Buyer. Contractors are COD.

Delivery

Delivery dates are estimations. Best Equipment Company, Inc. does not guarantee delivery dates. Best Equipment Company, Inc. is not financially responsible for lost time, revenue, or any other losses. Liability of the goods/equipment in this sales quote transfers to the buyer, once the equipment is unloaded /delivered to the buyer, as acknowledged by the signature of this sales quote.

COVID and Supply Chain

Due to the volatile nature of the market and ongoing supply chain constraints, prices and lead times are subject to change without notice.

Financing

If customer is seeking financing, shall be executed and in place in a timely manner. Customer delays due to seeking financing may result in termination of agreement.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST EQUIPMENT COMPANY FOR THE PURCHASE OF AN ODB LCT650 LEAF MACHINE FOR THE STREET DEPARTMENT 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 Best Equipment Company for the purchase of an ODB LCT650 Leaf Machine for the Street Department in accordance with the bid on file in the office of the City Manager.
- Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City facilitate the purchase of this machine to be used this leaf season and to avoid any additional tariff fees; 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 - May 12, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

Supplemental appropriation for Forest Fair Mall Redevelopment

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 authorize and direct the preparation of legislation amending the annual operating budget.

Discussion:

Supplemental appropriation of \$300,000 requested from the TED Fund for city's funding commitment per the Development Agreement for the Forest Fair Mall Redevelopment.

Financial Impact:

\$300,000 requested from the Transformative Economic Development Fund for the city's funding commitment per the Development Agreement for the Forest Fair Mall Redevelopment.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. SUPPLEMENTAL 5-12-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 Transformative Economic Development Fund	\$300,000
To:	41416027-271500 Funding Grants <i>(Development Agreement for the Forest Fair Mall Redevelopment)</i>	\$300,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - May 12, 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: \$648,000 total (Detail: \$130,000 purchase of Freightliner Truck (Public Works); \$121,000 purchase of Freightliner Snow Plow (Public Works); \$159,000 outfitting of snow plow (Public Works); \$120,000 purchase of mower (Public Works); \$95,000 purchase of leaf machine (Public Works); \$23,000 bunker renovation additions (Parks & Recreation))

- 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:

\$648,000 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 5-12-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	\$625,000
To:	40216025-253100 Automotive Equipment <i>(Purchase of Freightliner Truck for brush pickup (Streets) 5FT60 [\$130,000]) (Purchase of Freightliner Snow Plow Truck (Streets) 5FT61 [\$121,000]) (Outfitting of Snow Plow Truck 5FT61 {\$159,000})</i>	\$410,000
To:	40216025-253200 Capital Equipment <i>(Purchase of mower (Streets) 5FT63 [\$120,000]) (Purchase of Leaf Machine (Streets) 5FT64 [\$95,000])</i>	\$215,000
From:	Unappropriated Recreation Facilities Fund	\$23,000
To:	64052025-252000 Improvements Other Than Bldg. <i>(Golf Course Bunker Renovations 5RC01)</i>	\$23,000

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 5-12-ORD



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

South Trace Golf Course - Bunker Renovation - Additions

Legislation Title:

\$23,000 - Bunker Renovation Additions (existing contract - Parks & Recreation)

Recommendation:

It is recommended that City Council authorize the City Manager to execute a change order to an existing contract with Tyler Topp Enterprises (contract 2023-18), and appropriate project funding in the amount of \$23,000 for costs associated with additional bent grass sod, and the increased cost of sand to finish the bunker project at South Trace.

Discussion:

This appropriation will allow Topp Shape Enterprises to complete the bunker project at South Trace, which is essential for significantly enhancing the overall condition of the course. Since the contract was signed, the overall shipping costs for sand have increased considerably, and there is also a need for additional sod around certain bunkers.

The funding for this project is programmed in 2025-2029 as CIP 5RC01.

Financial Impact:

A contractual appropriation of \$23,000 is requested for Topp Shape Enterprises (existing contract 2023-18). Funding for this project is included in the approved 2025-2029 Capital Improvement Program under project number 5RC01. It will come out of the recreational facility fund (640).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Topp Shape Fairfield Greens Additions

Fairfield Greens Bunker Renovation Additions

Mandi,

The following prices reflect the changes we discussed on Friday. Thank you again for your help with this.

Sand Cost Increase: 200 TNs @ \$50.00/TN: \$10,000.00

Additional Sod: 11,304 sf @ \$1.15: \$12,999.60

Total: \$22,999.60

Respectfully,

Tyler Topp

Project Manager, Topp Shape



**City Council Communication
Regular Meeting - May 12, 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: \$903,547 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:

\$903,547 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NONCONTRACTUAL 5-12-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	\$435,691
To:	40216025-252000 Improvements Other Than Bldg. <i>(Winton Hills Park - Automatic Gate Installation 5PW12 [\$28,000]) (Winton Hills Park - Automatic Gate Installation 5PW39 [\$5,691]) (Installation of the Locution Fire Alerting System 5FD05 [\$42,000])</i>	\$75,691
To:	40216025-253100 Automotive Equipment <i>(Purchase of Staff Vehicle (Fire) 5FT81 [\$95,000]) (Outfitting of Freightliner Truck for brush pickup (Streets) 5FT60 [\$70,000])</i>	\$165,000
To:	40216025-253200 Capital Equipment <i>(Purchase of Forklift (Public Works) 5FT66)</i>	\$40,000
To:	40216025-254000 Building Improvements <i>(Upgrades to Municipal Building 5FC01 [\$40,000]) (Justice Center Repairs & Upgrades 5FC71 [\$85,000]) Lane Library Repairs & Upgrades 5FC52 [\$30,000])</i>	\$155,000
From:	Unappropriated Sustainability Fund	\$45,000
To:	41616025-253100 Automotive Equipment <i>(Purchase of Electric Vehicle (Public Works) 5FT01)</i>	\$45,000
From:	Unappropriated Water Replacement & Improvement Fund	\$42,000
To:	60416025-252000 Improvements Other Than Bldg. <i>(Purchase of fire hydrants and repair parts 5WT09)</i>	\$42,000

From: Unappropriated Water Surplus Fund \$207,915

To: 60516025-253100 Automotive Equipment \$207,915
(Purchase of Utility Truck (Water) 5FT22 [\$74,725])
(Purchase of Utility Truck (Water) (Multiple Vendors)
5FT21 [\$133,190])

From: Unappropriated Sewer Surplus Fund \$172,941

To: 62416025-253100 Automotive Equipment \$102,941
(Purchase of Utility Truck (Sewer) 5FT41)

To: 62416025-2532000 Capital Equipment \$70,000
(Purchase of Wastewater Plant Power Generator &
Equipment 5WW18)

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 - May 12, 2025**

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

Subject:

Purchase of fire hydrants and repair parts

Legislation Title:

\$42,000.00 - Water Division - Fire Hydrants and repair parts (Public Utilities)

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$42,000.00 for the purchase of fire hydrants and repair parts. Purchases will be made from various vendors through the City's normal purchasing processes.

Discussion:

This project is designed to replace and repair fire hydrants that are older, damaged, or in need of repair. Hydrants requiring repair or replacement are identified via routine asset evaluations, during fire department use or inspections, and/or when roadway or other capital improvement projects are performed. A number of fire hydrants are also replaced as needed due to traffic accidents. The appropriation will provide a source of revenue to purchase replacement fire hydrants and repair parts through the City's normal purchasing procedures from various vendors. Sample quotes are attached.

Financial Impact:

An appropriation in the amount of \$42,000.00 is being requested for the purchase of hydrants and repair for the Water Division. 2025 funding for this project was included in the 2025-2029 Capital Improvement Program (CIP), under project 5WT09 - REPLACE FIRE HYDRANTS. The funding source is the Water Replacement and Improvement Fund - 604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Ferguson 1 Hydrant
2. C&M 1 hydrant

From: kyle.plvan@ferguson.com
To: [Matt Young](#)
Subject: FW: Email Bid# B582037
Date: Wednesday, April 23, 2025 8:58:57 AM

This email comes from outside the organization.

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

Matt
Please see quote below
Thank you sir!
Kyle

From: Mark Plvan - 528 OHIO_WV_WATERWORKS <mark.plvan@ferguson.com>
Sent: Wednesday, April 23, 2025 8:58 AM
To: Kyle Plvan <kyle.plvan@ferguson.com>
Subject: Email Bid# B582037

Price Quotation # B582037

FEL-CINCINNATI, OH WW (F528)

11860 MOSTELLER ROAD
CINCINNATI, OH 45241-1525

Phone : 513-942-2525
Fax : 513-942-2533

Bid No.....: B582037
Bid Date...: 04/23/25
Quoted By: MKP
Customer.: CITY OF FAIRFIELD
5021 GROH LANE
FAIRFIELD, OH 45014

Cust Phone: 513-867-5300
Terms.....: NET 10TH PROX
Ship To.....: CITY OF FAIRFIELD
5021 GROH LANE
FAIRFIELD, OH 45014

Cust PO#..: QUOTE

Job Name.: HYDRANT

Item	Description	Quantity	Net Price	UM	Total
SP-M423-541287	A423 4'6 OL L/A 5 STZ YEL FAIRFIELD	1	4143.920	EA	4143.92

Subtotal: \$4143.92
Inbound Freight: \$0.00
Tax: \$0.00
Order Total: \$4143.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Enter the following link to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=528&on=15755>



Bid Proposal for FAIRFIELD HYDRANT - JW

CUSTOMER	CITY OF FAIRFIELD ST DEPT 5350 PLEASANT AVE FAIRFIELD, OH 45014	Job FAIRFIELD HYDRANT - JW Fairfield, OH Butler County Bid Date: 04/23/2025 Bid #: 4163611
	Sales Representative Trent Rammel (M) 513-773-4690 (T) 513-942-1395 (F) 513-942-1396 Trent.Rammel@coreandmain.com	Core & Main 3165 Production Dr Fairfield, OH 45014 (T) 5139421395
CONTACT		
NOTES		



Bid Proposal for FAIRFIELD HYDRANT - JW

CITY OF FAIRFIELD ST DEPT
Job Location: Fairfield, OH
Bid Date: 04/23/2025
Core & Main Bid #: 4163611

Core & Main
3165 Production Dr
Fairfield, OH 45014
Phone: 5139421395
Fax: 5139421396

Seq#	Qty	Description	Units	Price	Ext Price
10		MISCELLANEOUS			
30	1	A423 5-1/4VO 4'6" FAIRFIELD OH HYD 6MJ OL 3W (2) 2-5/8 HN 4-1/2 PN 1-1/2 PENT L/CHAINS SAFETY YELLOW PUBLIC HYDRANT	EA	4,212.00	4,212.00
50	1	A423 5-1/4VO 4'6" FAIRFIELD OH HYD 6MJ OL 3W (2) 2-5/8 HN 5 STORZ 1-1/2 PENT L/CHAINS RED PRIVATE HYDRANT	EA	4,212.00	4,212.00
				SUBTOTAL	8,424.00
				Sub Total	8,424.00
				Tax	0.00
				Total	8,424.00

Branch Terms:

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

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

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

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



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Purchase of Wastewater Plant Power Generator and Associated Equipment

Legislation Title:

\$70,000 - Wastewater Plant Power Generator (Public Utilities)

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$70,000.00 for the purchase of the Wastewater Plant Power Generator. The buyout price for the generator and associated equipment is included in the attached executed Master Services Agreement between the City and Duke Energy One Inc.

Discussion:

The City owns and operates a Conventional Biological Activated Sludge Wastewater Treatment Plant and utilizes the Anaerobic Biological Treatment Process for solids handling. A regulatory requirement of the City's Wastewater National Pollutant Discharge Elimination System (NPDES) permit is to have dual power sources at the wastewater plant in order to maintain operation during loss of power events. The City's Wastewater Plant is equipped with an Outdoor Modular 1200kW Standby Tier 2 Diesel Generator Set which provides power to operate the wastewater during loss of grid power events.

On September 23, 2014, the City entered a Master Services Agreement with Duke Energy One, Inc.(attached for review) whereas Duke Energy One Inc. provided the City the following:

- Outdoor Modular 1200kW Teir 2 Diesel Generator
- Outdoor 2500A Service Entrance Rated Automatic Transfer Scheme
- Engineering Services
- Site Work
- Construction Services
- Fencing
- System Management
- Technical Support
- Guidance Documents
- Monthly/Quarterly/Annual Preventative Maintenance
- Fuel Management
- Remote Monitoring

The entered agreement requires the City to pay a monthly fee to Duke Energy One Inc. for

generator system management and operation and has a term of 10 years or 120 months. The commencement date of the agreement was May 26, 2015 and the term ends on May 26, 2025. Within the agreement is a Service Buyout Price and Option to Purchase when the term expires. The Wastewater Division would like to purchase the generator and associated equipment for the price of \$70,000 as stated in the agreement. Wastewater Division Staff will perform general preventative maintenance in-house, moving forward with more critical preventative maintenance being performed by outside contractors.

Financial Impact:

An appropriation in the amount of \$70,000.00 is being requested for the purchase of the Wastewater Plant Power Generator and associated equipment. 2025 funding for this project was included in the 2025-2029 Capital Improvement Program (CIP), under project 5WW18 – WWTP GENERATOR. The funding source is the Sewer Surplus Fund - 624.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Duke Master Services Agreement2014

Master Services Agreement

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into this 23 day of Sept, 2014 (the “Effective Date”) between **Duke Energy One, Inc.**, (“Duke”), and **City of Fairfield, Ohio**, (“Customer”), having a physical address at 5350 Pleasant Avenue, Fairfield, Ohio 45014. Duke and Customer are hereinafter each referred to as a “Party,” and collectively as the “Parties.”

WHEREAS, Customer desires for Duke to provide equipment and/or services to Customer at its location (“Site”) as defined in the applicable Exhibit;

WHEREAS, Duke is willing to provide equipment and services in accordance with the terms and conditions defined below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services.** Customer may request Duke to provide various services (the “Services”) from time to time which may include the installation of equipment as provided in the applicable Exhibit (the “Equipment”). At Customer’s request, Duke shall issue an Exhibit to this Agreement describing the specific Services to be provided by Duke. Each Exhibit issued by Duke and signed by both Parties shall be governed solely by the provisions of this Agreement.
2. **Payment.** Duke’s compensation for the Services shall be described in each Exhibit. Duke will bill Customer on a monthly basis or as Services are performed. Invoices shall be due and payable on terms specified in each Exhibit. Overdue amounts shall be subject to a late fee each month equal to a percentage specified in the Exhibit for any unpaid balance.
3. **Term and Termination.**
 - A. The initial term of the Services shall be as specified in the applicable Exhibit (“Initial Term”) unless otherwise terminated as provided herein. If either Party breaches any material provision of an Exhibit, including payment obligations, which material breach remains uncured for a period of thirty (30) days following receipt of written notice, the non-breaching Party may terminate such Exhibit and exercise all available remedies including immediate removal by Duke of all of its Equipment.
 - B. Customer shall have the right to terminate an Exhibit before the Initial Term has expired by (a) providing a minimum of ninety (90) days written notice prior to termination and (b) paying the buyout price (the “Buyout Price”) according to the applicable Exhibit. In the event of any such termination, Duke shall be paid for all Services provided prior to the effective date of termination in addition to the applicable Buyout Price. Upon Duke’s receipt of payment in full of all payment obligations, including the applicable Buyout Price, Customer shall own the Equipment on an “AS IS” basis and agrees to be responsible for any and all claims, obligations, and liabilities arising from such Equipment after such date.
 - C. Each Exhibit shall also be terminated immediately upon the occurrence of: (i) insolvency of either of the Parties, (ii) changes in laws, regulations or governmental restrictions which would make the providing of the applicable Services impossible or impractical for Duke, or (iii) any act which jeopardizes Duke’s title to or rights in the Equipment.

D. At least one-hundred twenty (120) days prior to the expiration of the Initial Term of each Exhibit, Customer shall send notice to Duke of its choice of the options indicated below. If Customer fails to issue such notice in a timely manner, or if the option selected by Customer is not accomplished within a period not to exceed sixty (60) days after the date Customer's notice is received, Duke may, at its option, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to Customer. Customer agrees to accept title to any Equipment so abandoned on an "AS IS" basis and agrees to be responsible for any and all claims, obligations or liabilities related to such Equipment after such date. With the issuance of timely notice, Customer has the option to:

- (i) return the Equipment at no cost or expense to Duke;
- (ii) enter into a new Exhibit under the terms agreeable to both Parties in each Party's sole discretion;
- (iii) purchase the Equipment at the price established in the applicable Exhibit after completion of the payments for the Initial Term; or
- (iv) enter into an agreement, under terms agreeable to both Parties in each Party's sole discretion, for disposition of the Equipment to a third party.

E. Termination upon Non-Appropriation of Funds by Customer

- (1.) For each Exhibit, Customer represents and warrants that (a) it has appropriated and budgeted funds to make all payments required pursuant to such Exhibit for the remainder of the fiscal year in which the Exhibit Term commences; (b) it currently intends to make full payments for the entire Initial Term as scheduled on the applicable Exhibit so long as funds are appropriated for each succeeding fiscal year by its governing body; (c) during the 10 fiscal years prior to the date of the applicable Exhibit, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation; and (d) Customer shall not appropriate funds for any other project to provide the same or similar equipment or services for the same purpose as provided by Duke under any applicable Exhibit nor will Customer procure the services from any competitor of Duke for the services for the same purpose set forth in any applicable Exhibit if Customer's governing body fails to appropriate sufficient funds in any fiscal year for payments under the Exhibit. Customer reasonably believes that moneys in an amount sufficient to make all payments under each applicable Exhibit that Customer executes can and will lawfully be appropriated and made available therefor.
- (2.) If Customer's governing body fails to appropriate sufficient funds in any fiscal year for any compensation and other amounts to be paid under an Exhibit in the next succeeding fiscal year, then the parties agree as follows: (a) Customer shall give Duke written notice at least 30 days prior to the end of the then current fiscal year of such non-appropriation funds; and (b) the affected Exhibit shall terminate on the last day of the fiscal year for which appropriations were made for the compensation due under an Exhibit without penalty or further expense to Customer, provided, that Customer shall pay all compensation and other amounts payable under the affected Exhibit for which funds shall have been appropriated; and (c) Duke may remove all of its Equipment at its expense (30) days after the final payment by Customer.

4. **Permits and Licenses.**

A. Duke shall be responsible for obtaining the licenses and permits required to enable Duke to perform the Services, provided that Customer shall provide Duke all reasonable assistance in obtaining such permits and licenses.

B. Duke will be responsible for environmental registration with the appropriate authority and Duke will prepare all necessary documents for such registration. Customer shall be responsible for paying all associated costs and fees to comply with any environmental laws, rules, regulations, or ordinances of any federal, state or local authority.

C. Duke may upon thirty (30) days written notice to Customer terminate the applicable Exhibit without liability or penalty if Duke, after the exercise of all reasonable and diligent efforts, is unable to obtain or maintain any license, permit or other approval necessary to perform the Services or operate the Equipment.

5. **Customer's Duties.** Customer shall provide reasonable access to the Site at all times for Duke to perform the Services, including access for all vehicles (including, but not limited to, cranes and other heavy construction vehicles), tools, materials and supplies reasonably required for maintenance of the Equipment. Customer shall provide a location on the Site for installation of Duke's Equipment, as well as reasonable lay-down area to store parts and perform the Services. Any additional costs incurred by Duke due to inadequate access to the Site shall entitle Duke to an equitable adjustment in its installation schedule and the compensation. Customer shall promptly furnish Duke with all information necessary for Duke to perform the Services, and Duke shall be entitled to rely upon such information. Duke shall have the right to suspend Services or adjust the schedule accordingly due to inadequate access to the Site, if any necessary information is not promptly provided, or if the safety of any person or property might be jeopardized by continuing with the Services.

6. **Protection of Equipment.** Customer shall protect the Equipment from and be responsible for loss or damage to the Equipment while the Equipment is on Customer's property, provided such loss or damage is not a result of normal wear and tear or does not occur while the Equipment is being serviced or operated by Duke or the loss or damage is not caused by extreme weather events or other acts of God for which Duke shall be responsible. Customer agrees to pay all repair or replacement costs.

7. **Ownership Rights.** Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in or resting on any real property or building of Customer. Customer shall keep the Equipment, and all enhancements and accessions thereto, free of all liens, encumbrances, or claims of any kind. To evidence Duke's right, title and interest in and to the Equipment, Duke intends to file UCC-1 financing statements in such jurisdictions as Duke determines are reasonably necessary. In order to secure the due payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and exhibits), including, without limitation, payment of the Buyout Price, Customer hereby grants to Duke a lien on and security interest in the Equipment and in all accessions and additions thereto and all substitutions and replacements thereof and all proceeds of the foregoing, including, without limitation, insurance proceeds. Customer hereby authorizes Duke, to file and record UCC-1 financing statements, continuation statements and such other notices and documents as may be necessary indicating the interest of Duke in the Equipment and/or to perfect, confirm, maintain or protect such security interest. Further, Customer agrees to execute

and deliver to Duke such other instruments and documents as Duke shall reasonably request to evidence such interest of Duke in the Equipment and to perfect, confirm, maintain or protect such security interest. Customer shall not make any alterations, additions or improvements to the Equipment without Duke's prior written consent. Upon transfer of the Equipment to Customer, Duke agrees to terminate any UCC-1 financing statements filed to secure Duke's interest in the Equipment.

8. **Financial Condition.** If Customer's financial condition declines in any material respect at any time during the Term of this Agreement, such that Duke has reasonable grounds for concerns about its Equipment or Customer's ability to perform any of its obligations under this Agreement, Duke may request, in writing, adequate assurance of Customer's performance. Customer shall have ten (10) business days to provide such satisfactory adequate performance assurance. If Duke, in its reasonable discretion, determines that Customer has failed to provide satisfactory adequate performance assurance within the time period set forth above, then Duke shall have the right to terminate this Agreement immediately and recover the Equipment. For purposes of the Agreement, "**Performance Assurance**" shall mean collateral in the form of either (i) cash; (ii) Letter(s) of Credit; (iii) a guaranty from an entity having a credit rating of at least BBB- from S&P and Baa3 from Moody's Investor Service ("**Moody's**"); or (iv) other security deemed acceptable by Duke. For purposes of the Agreement, "**Letter(s) of Credit**" shall be defined as one or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a credit rating of at least A- from S&P and A3 from Moody's, in a form reasonably acceptable to Duke. The cost of a Letter of Credit shall be borne solely by the Customer. Without limitation, grounds for concern may include (i) reduction in Customer's senior, unsecured long term debt rating below BBB- or equivalent, (ii) notice of any lien or encumbrance allegedly filed against the Equipment that is not removed by Customer within sixty (60) days of the filing of any lien or encumbrance; or (iii) default of any promissory note or loan agreement in excess of \$100,000 with any financial institution. In the event, Duke requires Performance Assurance from Customer, the maximum dollar value of such Performance Assurance under each applicable Exhibit will be limited ("**Maximum Assurance**") based on a formula whose value adjusts at the end of each contract year. For each contract year, the Maximum Assurance shall be equal to the net present value of the remaining payments of the applicable Exhibit(s) discounted at Duke's weighted cost of capital as filed with the Public Utilities Commission.

Throughout the Term of this Agreement, Customer shall, upon request and subject to a confidentiality agreement being in full force and effect, provide Duke with its or its guarantor's, as applicable, annual audited financial statements prepared in accordance with generally accepted accounting principles ("**GAAP**") and quarterly unaudited consolidated financial statements prepared in accordance with GAAP (subject to normal year-end adjustments and the omission of footnotes) within 120 days after the end of each fiscal year and 60 days after the end of each fiscal quarter, as applicable, and in each case fairly presenting the financial condition of the Customer or its guarantor, as applicable (which such providing party hereby represents and warrants as such), and certified by the chief financial officer of the applicable entity; provided, however, in the event such entity is required to make its annual audited and quarterly unaudited financial statements available to the public, then Duke shall use public sources to obtain such information.

9. **Safety.** Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Duke equipment, in support of the Services, is stored. Customer shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment which come to Customer's attention. Customer shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment.

10. **Warranty.**

A. Duke warrants to Customer that all materials and equipment furnished under the Agreement shall be new and of good working quality, that the work shall be free from defects, and that the work shall conform to the requirements of the Agreement. Work not conforming to those requirements, including substitutions not properly approved and authorized by Customer in writing, shall be considered defective work. Upon request of Customer, Duke shall furnish satisfactory evidence as to the kind and quality of materials and Equipment. In addition, Duke warrants that the Services will be performed in accordance with generally accepted industry practices as specified in Section 1.

B. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PARTIES EXPRESSLY DISCLAIM ANY OTHER WARRANTIES AND MAKE NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT OR THE SERVICES OR PERFORMANCE OF THE PARTIES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, UPON AGREEMENT BY CUSTOMER IN WRITING DUKE MAY REMEDY DEFICIENCIES RELATING TO DEFECTIVE SERVICES OR EQUIPMENT OR ANY SERVICES PERFORMED BY DUKE THAT HAVE FAILED TO MEET THE ABOVE WARRANTY, BY REPERFORMING SUCH SERVICES OR REPLACING SUCH EQUIPMENT AT DUKE'S SOLE EXPENSE

11. **Limitation of Liability.** DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED TWENTY-FOUR (24) MONTHS COMPENSATION PAID TO DUKE IN THE APPLICABLE EXHIBIT, AND CUSTOMER HEREBY RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

DUKE SHALL NOT BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, INCLUDING ANY LOSS OF USE OF PROPERTY OR EQUIPMENT. FURTHER, DUKE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO ANY PROPERTY OR EQUIPMENT NOT CAUSED BY DUKE OR ITS CONTRACTORS.

ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF DUKE SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF DUKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

THE PROVISIONS OF THIS SECTION 11 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

12. **Assignment; Subcontracting.** This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.
13. **Site Ownership.** Customer represents that it is the sole owner of the Site.
14. **Waiver.** The failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.
15. **Confidentiality.** Information disclosed by either Party to the other may include confidential or proprietary information of such Party or third parties to whom it is bound by written obligations of confidentiality ("Confidential Information"). If such Confidential Information is specifically labeled as proprietary or confidential, the Party receiving such Confidential Information shall keep it in confidence and shall not disclose it to any third party for a period ending two (2) years after completion of the applicable Services. Neither Party shall be obligated to maintain the confidentiality of any Confidential Information if: (a) the information was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no legal obligation to protect the confidentiality of such information; (b) the information is independently developed by the receiving Party without the utilization of the Confidential Information; (c) the information is or becomes public knowledge without the fault of the receiving Party; (d) the information is or becomes available to the receiving Party from another source without breach of any legal obligation to protect such information; or (e) the information is disclosed pursuant to a legal or other governmental requirement and the disclosing Party gives reasonable prior notice to the other Party of such disclosure.
16. **Delays.** In no event shall Duke be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Duke's reasonable control, including but not limited to riot, war, public emergency, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, delays in delivery of Equipment, or any act or failure to act by Customer or any third party. In such an event, Duke shall be entitled to an extension of time necessary to overcome the cause of the failure to perform or delay.
17. **Survival; Severability.** All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement. If any provision or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.
18. **Arbitration.** Any claim or controversy arising out of or relating to the Contract or the breach of the Contract shall be resolved by binding arbitration in **Ohio**. The arbitration shall be conducted by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration

Association then in effect, and judgment may be entered on the award by any court of competent jurisdiction. Each Party shall be entitled to a reasonable amount of pre-hearing discovery as allowed by the Arbitrator; provided that the discovery period shall not exceed one hundred and twenty (120) days. If any part of a term or condition in the Agreement is found to be contrary to the law governing this Agreement by a court of competent jurisdiction, such term or condition shall in all other respects be and remain legally effective and binding to the full extent possible. The parties shall share the procedural costs of arbitration equally unless the arbitrator decides otherwise. Each party shall pay its own attorneys' fees and other costs incurred by it in connection with the arbitration.

19. **Governing Law.** This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of **Ohio**. **NO ACTION MAY BE BROUGHT BY EITHER PARTY FOR BREACH OF THIS AGREEMENT OR ANY COVENANT OR WARRANTY ARISING THEREFROM MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

20. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings concerning the Services. This Agreement shall only be amended, modified, or changed in writing and signed by an authorized representative of both Parties to this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms of any Exhibit or purchase order issued by Customer, this Agreement shall govern and control. Further, the terms and conditions of any purchase order issued by Customer shall not amend, supersede, supplement, or alter this Agreement in any manner and are superseded by the terms and conditions of this Agreement.

21. **Dispute Resolution.** The Parties agree that any claim or controversy arising out of or relating to this Agreement or the breach of this Agreement shall first be referred in writing to a representative of each Party for resolution. If such representatives are unable to resolve the dispute within fifteen (15) days after written notice thereof is provided, or such other period as the Parties may mutually agree to, the Parties may pursue any legal or equitable remedies that may be available, subject to Paragraph 18 hereof.

22. **Exhibits.** All Exhibits executed by the Parties that reference this Master Services Agreement and the Effective Date hereof indicating that such Master Services Agreement is incorporated into the individual Exhibit are incorporated into this Master Services Agreement by reference and intended to be binding on the Parties hereto as if expressly written and attached to each individual Exhibit.

23. Liability.

A. Duke shall be responsible for any loss to Customer or to third parties for bodily injuries, including death, accidentally sustained by any person or persons and accidental damage to or destruction of property occurring during Duke's Services hereunder due to any negligent act or omission of Duke, its agents, its employees, or its subcontractors, except to the extent any such loss or damage is due to any negligent act of omission of Customer.

Except for damage to property or bodily injury, including death, to third parties arising from the negligence or willful misconduct of Customer, its agents, or employees, Duke shall indemnify and save harmless Customer, its agents, and employees, from any and all claims, costs, and expenses (including reasonable attorneys' fees and litigation costs) for personal injury or death to

third parties or damage to property, to the extent such injury, death, or damage arises out of the negligent performance or nonperformance of, or arises out of any negligent act or omission of Duke under this Agreement.

B. Customer shall be responsible for any loss to Duke Energy or to third parties for bodily injuries, including death, accidentally sustained by any person or persons and accidental damage to or destruction of property occurring during the Services performed hereunder due to any negligent act or omission of Customer, its agents, its employees, or its subcontractors, except to the extent any such loss or damage is due to any negligent act or omission of Duke, and except to the extent Customer may have immunity or other legal defense to any such claim(s).

C. Duke's indemnification obligation hereunder shall not be limited under this Agreement on the amount or type of damages, compensation, or other benefits payable by or for Duke, or any Duke subcontractor under Workers Compensation Acts, Disability Benefits Acts, or any other benefits acts.

24. **Duke's Insurance.** Duke, at its sole discretion, shall maintain insurance or self-insure in the following amounts:

Workers Compensation:	Statutory Limits
Employers Liability:	\$1,000,000
Automotive Liability,	
Bodily Injury:	\$500,000/\$1,000,000
Property Damage:	\$1,000,000
Comprehensive General Liability,	
Bodily Injury:	\$500,000/\$1,000,000
including Contractual	
Property Damage:	\$1,000,000
Excess Liability:	\$5,000,000

If requested by Customer, Duke will furnish a letter evidencing its self-insurance in the above amounts.

25. **Notices.** Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, or overnight courier service. Notices shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. A Party may change its contact information below by providing notice of the same in accordance herewith.

Notices to Duke shall be sent to:

Duke Energy One, Inc.
Keith Dale, Manager Large Business, Sales and Delivery
1262 Cox Road
EF204
Erlanger, KY 41018

Notices to Customer shall be sent to:

CITY OF FAIRFIELD, OHIO

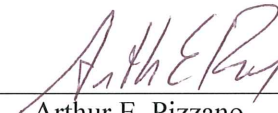
C/O City Manager
5350 Pleasant Avenue
Fairfield, OH 45014

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Effective Date first above written.

DUKE ENERGY ONE, INC.

CITY OF FAIRFIELD, OHIO

By: 

By: 
Arthur E. Pizzano

Title: VP RETAIL PROGRAMS

Title: City Manager

Date: 9/23/14

Date: 8/26/14

Exhibit Number 1

This **EXHIBIT NUMBER 1** ("**Exhibit 1**") is entered into as of Sept 23, 2014 the ("**Effective Date**") by and between Duke Energy One, Inc., ("**Duke**") and the City of Fairfield, Ohio, ("**Customer**").

WHEREAS, this Exhibit is issued pursuant to the **Master Services Agreement** dated as of Sept 23, 2014 ("**MSA**" or "**Agreement**"), which is hereby incorporated into this Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein.

WHEREAS, Customer has requested and Duke is willing to install, own, operate, and maintain an Emergency Generation System (**the "System"**) to serve the waste water facility located at 4799 Groh Lane, Fairfield, Ohio 45014 ("**the Site**") pursuant to the terms of the Agreement, this Exhibit and the attachments hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and including the Whereas provision as part of the Agreement, the Parties hereby agree as follows:

Scope of Services:

Duke will provide to Customer the use of the System for the Term of this Exhibit 1.

System Description

The System, as outlined on the conceptual one line diagram on the attached **Attachment 1**, which is incorporated herein, will consist of the following equipment ("**Equipment**"):

1. One Outdoor Modular 1200kW Standby Tier 2 diesel generator set. The generator set shall include a Level I (~85dBA) sound attenuating enclosure, 24 hour belly fuel tank with powder coat paint, full access platform, and fully integrated controls to facilitate seamless transition for testing, general operation, and emergency back-up.
(Note: Full Interim Tier 4 after treatment can be retrofitted to the engines at a later date if Customer elects Duke to perform that service, which would be at an additional charge. EPA is expected to go to a full Tier 4 requirement in the future. Depending on the final ruling, these units may not be able to be retrofitted to a full Tier 4).
2. One Outdoor 2500A service entrance rated automatic transfer scheme, 277/480V, 3-phase 3-pole, 4-wire, 60 Hz. UL listed, microprocessor controlled, NEMA 4X free standing brushed stainless transfer scheme.

Installation of Equipment

The Services provided by Duke under this Exhibit 1 shall include the installation of the Equipment set forth in paragraphs 1 and 2 above:

Site Work Scope:

- Provide materials for and construct and engineered retaining wall for fill to grade and concrete slab for generator and outdoor free standing transfer scheme.
- Customer to provide back fill that will meet compaction specifications to build up site for construction of footers and slab for generator and outdoor free standing

transfer scheme. Transportation of materials and installation is to be provided by Duke.

- Provide fencing around structures once completed.

Electrical Service Scope

- Provide and install (2) 5" primary duct bank from new utility pole to a new transformer pad.
- Provide labor necessary to assist with the lay out the transformer pad. Pad poured by others.
- Provide secondary 480v feeders from the new transformer to the new outdoor free standing transfer scheme, from the outdoor free standing transfer scheme to the generator, and from the outdoor free standing transfer scheme to the existing main switchgear within the adjacent existing Pump Station Building.
- Provide rigging necessary to unload and set all equipment and the generator in place.
- Provide all electrical cutovers on scheduled shutdown times. Coordinate with the customer to establish shutdown times.
- Provide start up and testing of system once installed.

Upon successful installation, testing, and commissioning of the System, Customer shall sign an Acceptance Certificate in the form provided in **Attachment 2**, which is attached hereto and incorporated herein, specifying the date of such requirements were completed. The completion date of such requirements, as specified in the Acceptance Certificate, shall become the commencement date (the "**Commencement Date**") of Services. It is estimated that 26 weeks would be required for the project to be installed.

Ownership Boundaries

The Duke ownership boundaries will extend from the secondary of the new Duke Energy Ohio, Inc., provided pad mount transformer to the line side termination at the existing main switchgear located within the Pump Station Building.

System Management

The services (the "**Services**") provided by Duke under this Exhibit 1 during the Term of this Exhibit 1 shall include:

A. Operation

Duke will be responsible for the operation and maintenance of the System. Duke may permit Customer to operate the System in order to place it in "safe mode" based on provisions of a jointly developed guidance documents if operated by a trained persons (documented by both Duke and Customer) with proper personal protective equipment and proper Lock out/Tag out procedures are documented and followed. During such a situation Customer's trained persons shall operate the System at Duke's sole direction.

B. Technical Support

Duke acknowledges (i) certain aspects of the emergency generator system that requires support within two (2) hours of the identification of an operational problem on a twenty-four (24) hour per day, seven (7) days per week basis, (ii) the emergency generator system that supports Customer's Site operations and (iii) the Customer's Site operations are critical so and that Duke

will use commercially reasonable efforts to reduce the occurrence of any downtime to the extent reasonably practicable.

All service contractors and subcontractors working to support them will be advised, both orally and in written form, of the critical nature of the operation and the need to respond appropriately in an effort to reduce significantly any Customer downtime. Such notice will be incorporated into contractors' and subcontractors' training, procedures, and contracts as applicable.

Duke will collaborate with Customer in conducting post-incident review sessions that involve the emergency generator system and will utilize the information gained to improve Duke and joint Customer-Duke processes.

C. Subcontractor Management

Duke shall supervise all of its contractors engaged in providing routine or periodic services, preventive maintenance, repair services, and modification work for the emergency generator system. Duke shall (i) prepare work specifications, (ii) enter into service contracts, and (iii) provide direct supervision of all contracted services, evaluate compliance with contract specifications, and administer payment as deemed appropriate by Duke. Duke shall be responsible for vendor invoice approval and payment, and quality assurance of work.

D. Emergency Conditions Management

In the event of an emergency or abnormal condition, Duke will follow a jointly defined process map to inform key Customer personnel via agreed upon means (phone, fax, electronic pagers, mobile devices, and/or e-mail) of the nature, known consequences, and response actions associated with the occurrence as expeditiously as possible after responding to the incident. Such incidents may be, but are not limited to, electrical service disruptions, major building systems failures, acts of nature that jeopardize continuous processing operations, fire or major water leaks, security violations that threaten operations, and acts of Duke's or Customer's employees and contractors that threaten the reliability of the emergency generator system.

Duke will use dedicated personnel and material resources to react to any emergency and will add additional resources as it deems reasonably necessary for performance hereunder.

E. Priority Level Management

Duke shall use good faith and commercially reasonable efforts to make the Services available to Customer twenty-four (24) hours a day, seven (7) days a week. Duke shall endeavor to identify and correct problems with the System that are reported by Customer or that Duke otherwise become aware of.

Duke will have a contact on call 24 hours, 7 days a week. It is expected that Customer will act as the '*first responder*' in many cases. The responsibility of Customer as the first responder will be outlined in a Guidance Document. It will be required that Customer's first responder contacts the Duke person on call.

The System will be equipped with a remote monitoring system ("**RMS**") that will allow access by Duke and will provide Duke with alarms for many systems events. Duke's first response will be to get Duke's first responder on the RMS to review the operation of the System. The RMS will be installed by Duke after the Agreement is executed by both Parties. The RMS will be installed

as soon as reasonable and during the period the System is unavailable, Customer's first responder will act on the behalf of Duke to provide information necessary to evaluate the response.

F. Proactive System Management Activities

Duke will be responsible for providing the following additional proactive activities associated with the System as part of the Services under this Exhibit 1.

(i) Systematic Customer / System Engagement Process

The intent of this process is to maintain a status on the condition of the System and to actively keep the Customer updated on the performance of the system. This process will be made up of these six major elements:

1. Whole System Issues List – This format will allow for all the known system issues to be captured in one location. This list will be updated when any new changes are made.
2. Monthly System Walkthrough – Duke will come on site and review the system monthly monitoring key components and situations. A status report will be provided from the results of this process.
3. Annual Planning Process - Systems Planning Process will be established in coordination with Customer (based on any load change information provided by the customer) to systematically develop 1, 3, and 5 year path forward plans.

The Year 1 plan will be in detail including changes, outage requirement, how to maintain the system, costs to Customer, and support required. The Year 3 and Year 5 plans will be projected.

An Annual Planning meeting will be established during the 3rd quarter every year to obtain Customer input and upgrading of the plan.

(ii) Guidance Documents

Guidance Documents will be systematically developed to map critical operational and maintenance procedures. Example of guidance documents include:

- System Repair and Preventive Maintenance process
- Response process including first responder
- Storm Plan
- Fuel Management Process
- System operation instructions
- Code and Safety Updates

Hard copies of the Guidance Documents are to be kept on Site. The hard copy documents will be updated with any approved changes.

(iii) Annual Preventive Maintenance Planning Process

An Annual Preventive Maintenance Planning Process will be initiated. The first year plan will be initially developed outlining the testing, inspections, labor, and materials requirement for this type of system and Customer outage requirements.

It is anticipated that the facility will rarely be scheduled completely down. Any outage will be coordinated with Customer to minimize the impact. Special backup system measures not available in the current system can be coordinated by Duke but the costs will be the responsibility of Customer.

(iv) Electrical System Management (Studies/Operating Mapping)

Duke will monitor the operating loading for the System. Major new Customer loads (greater than 50Hp) to be supported by the System will need to be reviewed by Duke so that emergency power is available.

(v) OEM Service Advices Tracking

Duke will track regular updates of the system Equipment service advices from the OEMs and make necessary recommended changes if appropriate. Typical service advices may be firmware upgrades or programming changes on an as available or as needed basis.

(vi) Fuel Management

Fuel consumed by any generator in excess of 40 hours per year per generator will be billed to Customer at Duke's actual delivered cost.

Duke shall purchase and manage the fuel availability and quality for the generator.

Duke will maintain the registration of the generator as required to meet local regulation under Customer's existing permit. Customer will be responsible for managing any EPA compliance such as running of the units more than allowed for testing and emergency use.

(vii) Remote Monitoring System

Duke shall provide remote monitoring and trending in order to assess priority level response, load levels, and to facilitate system planning and issues. Remote monitoring and trending shall be made available to the Customer through a web interface. Duke will design and install the monitoring system upon the execution of the MSA and this Exhibit 1 and will use normal procedures to complete the system as soon as possible.

Customer shall provide the means, if necessary, to have access through IT firewalls or other security measures and use of existing communication network as required providing the System to be remotely monitored.

(viii) **Customer Training**

Duke will provide training that will allow Customer to:

- Act as the first responder.
- Allow Customer to perform Lock-Out/Tag-Out.

This training will consist of an annual training requiring up to 4 hours for up to 10 people. The class will be held on Customer's Site. A Guidance document will be jointly developed for this training.

(ix) **Documentation Management**

Duke will store the documents on the Customer's Site in a secured space provided by the Customer.

Duke will be responsible for the managing and updating these documents.

Communications:

Copies of all meeting minutes, written correspondence, notices, and inquiries will be provided in written form to the persons who are delegated by the Customer.

This delegation will be reviewed and updated annually.

Change Requests:

Either Party may request a change to any of the Services provided under this Exhibit 1 or request new services (collectively a "***Change***") at any time.

A. Customer Changes

If the Customer requests a Change, a written change request (the "***Change Request***") shall be submitted to Duke. The Change Request will describe the proposed modification(s) to the Services, describe what is to be changed and identify the priority of the request. Duke shall review each Change Request submitted by Customer and notify Customer as soon as practicable after its receipt of the Change Request of any technical, operational, and pricing impacts of such Change Request (the "***Change Response***"). The fees, costs, and expenses associated with any Change Request, if any, shall be identified by Duke in its Change Response. Customer shall be responsible for all fees, costs, and expenses associated with a Change.

Subsequent stages of development of Customer's facilities that necessitate expansion or modification to the emergency generator and shall be processed as a Change or as a new Exhibit, as the Parties may agree.

B. Duke Changes

Duke will make no Change that may (i) increase Customer's total costs of receiving the Services; (ii) require changes to Customer facilities, systems, processes, software, or Equipment; or (iii) have a material adverse impact on the Services or the system without first obtaining Customer's written approval of both the Change, the cost of such Change, and the impact of such Change. Duke will make no Change described above, without first (i) providing to Customer a written proposal describing in detail the Change, the cost to implement such Change, and how the Change may affect the Services and the benefits, savings and risks to Customer associated with such Change; and (ii) obtaining the prior written approval of the Change from Customer.

Duke may make changes to the Services or System that are intended to improve the reliability of the System and shall advise Customer of any such changes.

Duke will schedule and implement all Changes so as not to unduly or unreasonably interfere with the operations of Customer.

Special Provisions:

Customer may elect any or all of the following operational options, with adjustments to the Monthly Fee as the Parties shall mutually agree:

- Generator Operation during a storm watch and/or warning applicable to the Site.
- Participation in Duke Energy Ohio's Power Share program, to reduce load on the electric grid.

Customer Responsibilities:

Customer will be responsible for the following activities and their associated costs:

- 1.) Purchases of fuel above 40 hours use per year.
- 2.) Provide suitable and timely operation and maintenance access to all components of the System.
- 3.) Locate and mark underground facilities as required by Duke.
- 4.) Provide access to the emergency generator and ability to monthly test. Customer shall provide unrestricted twenty-four hour access to all System Equipment via keys, card access, ID badges, or other relevant or Customer required security rules.
- 5.) Provide access for remote monitoring. Customer shall provide the means, if necessary, to have access through IT firewalls or other security measures use of existing communication network as required providing the System to be remotely monitored.
- 6.) Provide security of the Site and all components of the System. Customer shall provide daily site security of the System. In the event of a breach in security Customer shall provide notification to Duke within two (2) hours of the detected breach.

- 7.) EPA Validation requirements. The previous costs for Duke to support the System Acceptance testing have been included as part of this Exhibit 1. Any additional acceptance testing required by Customer or EPA Validation will need to be performed by Duke, and Customer shall be responsible for the costs.
- 8.) Customer shall be responsible for any charges from the local utility (Duke Energy Ohio) for the change of electrical service from the current overhead feed to an underground feed.

Customer will be responsible for the coordination of the following pertaining to the installation testing of the System.

1. Provide best possible drawings of the existing facility.
2. Extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). At this time, costs assume standard soils.
3. Provide on-site storage and staging areas for installation materials and equipment, as required.
4. Provide on-site location for storage of spoils from foundation excavation.
5. Obtain necessary approvals and perform all coordination and communications as required of property owner and/or building tenants to allow Duke to perform its obligations under this Exhibit 1. These approval, coordination and communication activities include, but are not limited to, removal of affected landscaping, work to be performed by Duke in areas of the Site not leased by Customer, modifications made to the building and related infrastructure.
6. Provide an acceptable date for testing the System within thirty (30) days of the completion of installation activities.

Compensation and Term:

Duke will provide the Services to the Customer for a firm monthly fee of \$21,550.00 (Twenty One Thousand, Five Hundred and Fifty Dollars) per month for 120 (One-Hundred-Twenty) months (“**Initial Term**”).

The Initial Term will begin on the date the installation is complete and the System has been commissioned (“**Commencement Date**”). In the event Customer is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following completion of the installation activities, the Commencement Date will be established as the 31st day following completion of installation.

All payments will be due and payable within twenty-five (25) days of the date of the invoice, including the payment of any applicable Termination Fee. Overdue amounts will be assessed a late payment charge of 1.5% each month for any unpaid balance.

Service Buyout Price and Option to Purchase:

If Customer exercises its option to terminate the Services prior to the end of the Initial Term, Customer agrees to pay Duke, in lieu of any other amounts that would have otherwise become due for the remaining Services, the amount calculated below (“**Buyout Price**”).

The Buyout Price will be the lump sum payment calculated by taking the net present value of Customer's remaining payments in the Initial Term, calculated assuming a discount rate of 7% per year.

If Customer completes the total payments set forth in this Exhibit 1 for the entire Initial Term, Customer shall have the option to purchase the Equipment from Duke for the price of Seventy Thousand Dollars (\$70,000.00) at the end of the Initial Term.

Other provisions of termination are governed by Section 3 – Term and Termination, in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Exhibit 1 to be executed by their duly authorized representatives as of the date first above written.

DUKE ENERGY ONE, INC.

By: 

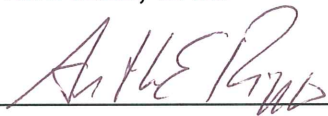
(type/print) MICHAEL LEWIS

Title: VP RETAIL PROGRAMS

Phone: 704 382 4926

Fax: N/A

CITY OF FAIRFIELD, OHIO

By: 

(type/print): Arthur E. Pizzano

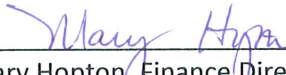
Title: City Manager

Phone: (513) 867-5350

Fax: (513) 867-5288

CERTIFICATE

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that funds to cover payment for the property and services embodied in this Contract/Agreement for the current fiscal year are presently available or in the process of collection and that Council has appropriated money for this purpose, and it remains unencumbered.



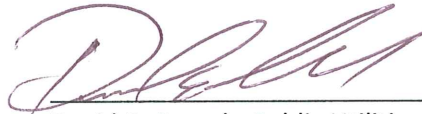
Mary Hopton, Finance Director
City of Fairfield, Ohio

APPROVED AS TO FORM:



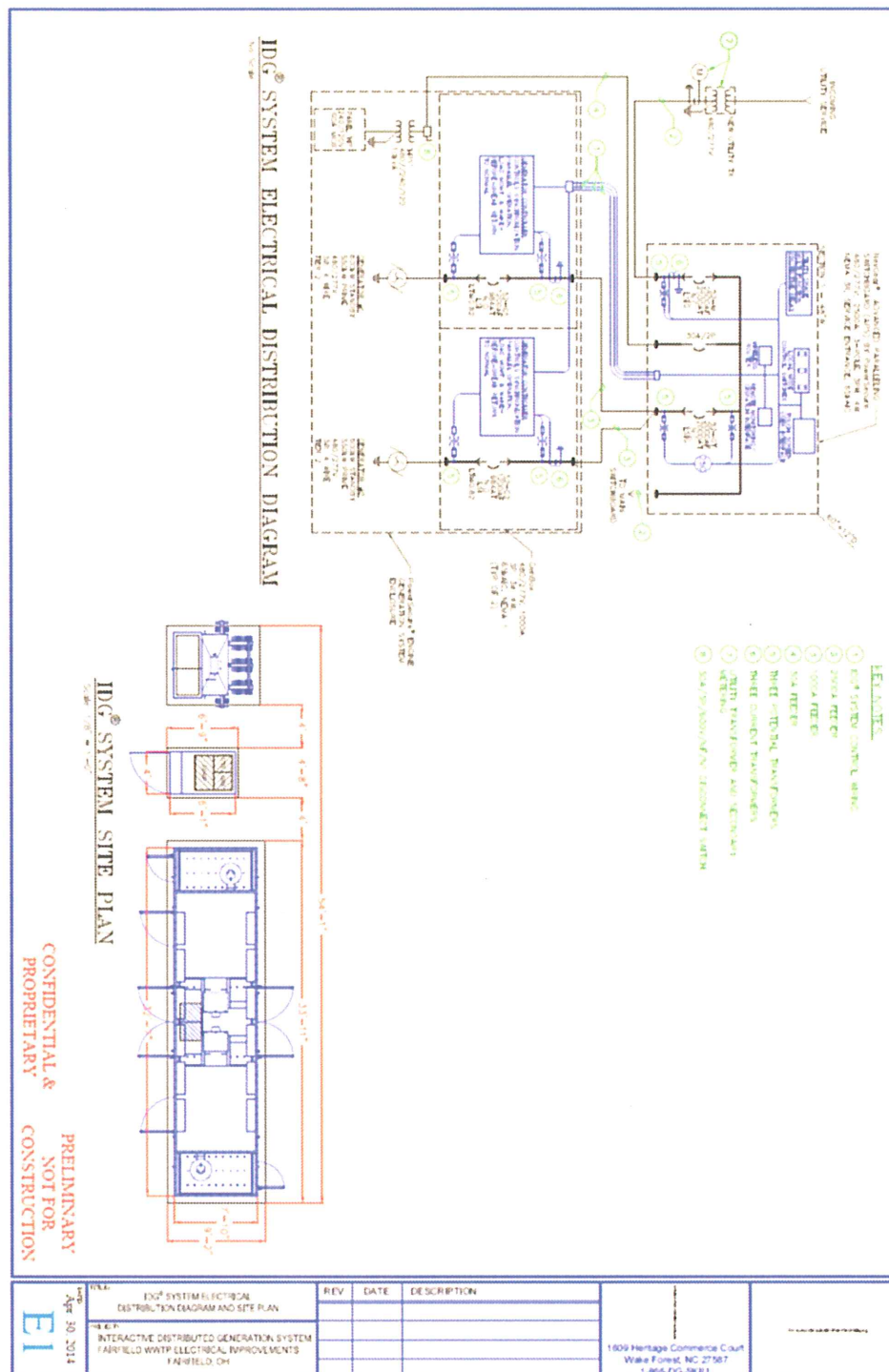
John H. Clemmons, Law Director
City of Fairfield, Ohio

APPROVED AS TO CONTENT:



David E. Crouch, Public Utilities Director

One Line Diagram



Attachment 2 of Exhibit 1

Acceptance Certificate

Customer agrees that the System provided by Duke in **Exhibit 1** of the **MASTER SERVICES AGREEMENT** executed by the Parties on _____, _____ has:

- i. been installed;
- ii. been connected to the Customer's electric facilities;
- iii. completed and passed testing; and
- iv. been commissioned.

The date of this Acceptance Certificate is _____.

CITY OF FAIRFIELD, OHIO

By: _____
Arthur E. Pizzano

Title: City Manager

Duke Energy One, Inc.

By: _____

Title: _____



**City Council Communication
Regular Meeting - May 12, 2025**

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

Subject:

Winton Hills Park – Automatic Gate Installation

Legislation Title:

\$33,691 - Winton Hills Park Automatic Gate Installation (Public Works)

Recommendation:

It is recommended that City Council authorize an appropriation of \$33,691 from the Capital Fund for the materials, labor, and equipment to make gate improvements at Winton Hills Park.

Discussion:

This appropriation is for labor, equipment, and materials to upgrade the Winton Hills Park gate from a cable gate to an automatic rolling gate similar to the automatic gates at the Dog Park, Marsh Lake, and Gilbert Farms Park. By installing an automatic gate, the public will be able to access the park and the park amenities and still be close to their car, not have to park on the street out of sight of their vehicle, not have to push a stroller or carry a cooler down the hill into the park, etc.

Staff believe this will increase the use of the park and make it more inviting to park patrons.

Gate Improvements - \$20,849 through Security Fence

Electric Installation - \$12,842 through Gessel Electric

Public Works will manage these improvements and do additional work with our own forces if needed.

The request for funding is through funds already programmed in the 2025-2029 Capital Improvement Program as 5PW12 Parking Lot Maintenance Program \$28,000 and 5PW39 Public Works Minor Engineering – Parks Projects. These funds will be redirected to allow for the procurement and installation of this new security gate.

Financial Impact:

\$33,691 from the Capital Fund for various vendors through purchase orders

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Winton Hills Gate - Electric
2. City of Fairfield Fence and Gate Install

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO

COMPANY: City of Fairfield
NAME: Rodney Jones
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PHONE: 513-896-8424

WORK TO BE PERFORMED AT

JOB NAME: Winton Hills Park
STREET: 6251 Shearwater Drive
CITY: Fairfield, Ohio 45014
PROJECT: Service and Gate Power
DATE: 4-28-2025

We hereby propose to furnish all materials and perform all labor necessary for the completion of; _____

To pull a permit and install a new 100 amp service on a pedestal within 20 feet of the pole at the new gate location. We will use this new service to power the new gate at the park entrance. We will come down the pole underground over and up to the new service, from the new service we will go underground to the new gate. I have not met with Duke Energy yet to get their approval or to determine if there will be any cost associated with this project from Duke. For this reason I have not included any cost that Duke may charge, or any cost for prints should the city require them. We will back fill the trench and level off with native soil.

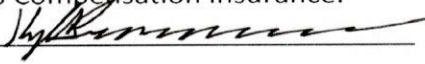
All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of \$ 12,842.00

Twelve thousand eight hundred and forty two dollars

Payment to be made as follows:

Within thirty days of completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broermann 
Of: Gesell Electric Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Security

FENCE GROUP, INC.
Certified DBE/WBE/WOSB
An Equal Opportunity Employer

Date: April 23, 2025

City of Fairfield

Rodney Jones

Fence, Gate, and Operator Install

*** Base Bid:**

Quote to install Kentucky 3 Board fence, a cantilever to cover a 16ft opening. On the cantilever slide gate we will install a LiftMaster INSL24UL Slide Gate operator which will include a photo eye across the opening, an edge on the rear of the gate, and a laser loop for free exit and safety.

Total for the Above Delivered and Installed	L/S	\$20,849.00
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Notes:

- Due to the current highly volatile market conditions for steel & aluminum we can only honor this proposal for **15** days and are subject to change thereafter. Please call to discuss potential options if needed
- This quotation is limited to the work as defined above and term shown
- Responsibility for obtaining building permits, zoning certificates or property surveys rests solely the owner.
- All electrical for operators will have to be provided by others.
- All work will be completed in a neat and workmanlike manner by skilled Security craftsmen, experienced in their trades.

Thank you for the opportunity of quoting with you, and should you have any further questions, please contact me at 513-681-3700, ext. 123 between the hours of 7:00 a.m. to 4 p.m. or by email at joe@sfence.com.

Sincerely,

Joe Sepbers CAGSD

Estimator
joe@sfence.com
513-617-2658.

If Approved Please Sign Below and Email back

X_____



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Tom Lakamp, Fire Chief
Department: Fire

Subject:

Installation of the Locution Fire Alerting System

Legislation Title:

\$42,000 - Installation of Locution Fire Alerting System (Fire Department)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$42,000 from the Capital Improvement Fund for the installation of the Locution Station Alerting System. The system will be installed by Mobilcomm, 1211 Sharon Road, Cincinnati, Ohio 45240. Mobilcomm is the local authorized installer for Locution.

Discussion:

This request is to authorize funding for the installation of the automatic 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:

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. 901 - Fairfield, City of - Fire Alert System Upgrade with Locution rev1



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Fairfield Fire Dept
ADDRESS: 5350 Pleasant Ave.
CITY, STATE, ZIP: Fairfield, Ohio 45014

SYSTEM #: 1068
SALES TAX:
DATE: 4/24/2025
EXPIRES: 30 Days
REV: 1

ATTENTION: Deputy Chief Chad Cooper
E-MAIL: ccooper@fairfieldoh.gov
TELEPHONE: (513) 858-8302, (513) 310-0795

SALES REP: Dave Morris
TELEPHONE: 513-595-5901
E-MAIL: dmorris@mobilcomm.com

QUOTE #:
PREPARED BY: Rick Swain
TELEPHONE: 513-595-5864
E-MAIL: rswain@mobilcomm.com

DESCRIPTION: Install Locution Launch at Fairfield Police, Fire and EMS Dispatch.
Install Locution Cores at Station 31, 32 & 33 with Reader Boards,
Run Response Timers, Night Vision Lights & Multi Unit Indicators.
New PA Amps for Station 32 & 33.

The Motorola APX Mobile is not included in this quote.

Documents Included:

Scope of Work

Terms & Conditions

Note: Do Not Order from this proposal.
Customer/Design Review required prior to placing an order.

50 % Payable to Mobilcomm upon receipt of Order	\$20,858.86
30 % Payable to Mobilcomm upon receipt of Equipment	\$12,515.32
20 % Payable to Mobilcomm upon Completion	\$8,343.55
Sales Tax is Not Included:	
Total Payable to Mobilcomm:	\$41,717.73

ACCEPTED BY: _____

PO #: _____

PRINT NAME: _____

DATE: _____

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
A1		Fairfield Dispatch Control Base and Locution Launch	4,394.70	
1		Mounting of Locution PTT Box		
2		Labor to mount Locution Server in customer's rack		
3		Load Locution Software on server		
4		PTT Box interface to Motorola 800 MHz APX Control Base (P25)		
5		Run network cables, set transmit levels and test		
6	2	Ultra-Sensitive Relay Module		
7	1	Control Base Power Supply		
8	1	APX Power Supply Hood		
9	1	19" Flush Mount Rack Shelf - Black		
10		System Testing		
11	1	1 year Recommended Yearly & Diagnostic Service		
A2		800 MHz Control Base Antenna (Allowance)	3,873.36	
1	1	800 MHz Yagi Antenna		
2	75	3/8" LMR400 Plenum Antenna Cable		
3	30	3/8" LMR400 Non-Plenum Antenna Cable		
4	1	Coaxial cable line ground - 3/8" Cable		
5	1	Lightning Surge Arrestor		
6	2	Connector - 3/8" LMR - N-Male - Crimp - Plenum		
7	4	Connector - LMR400 - N Male		
8	1	Adaptor - Barrel - N Female - N Female		
9	1	Jumper Cable - LMR240 N-Male / Mini UHF Male - 6'		
10	15	Wire - Stranded - 6 Gauge - Green		
11	1	Miscellaneous hardware, cable management and grounding		
12		Installation		
		Install Locution Cores & Interface to Customers Alert Systems		
B		Station 31 HQ, 375 Nillas Rd	9,091.29	
1	1	Vector Input Card - Transformer Balanced Line Input		
2	1	Lighting Control Relay 30 A Contacts 24 VDC Coil		
3	100	18/4 Plenum Rated Cable		
4	1	UPS 1500 watt		
5	1	Misc Hardware & Wire Management		
6	3	Install Reader Boards		
7	2	Install 3 Digit Response Timer		
8	2	Install Multi-unit Indicator Light		
9	1	Installation, interfacing & Testing of Locution Core		
10		Install new cable to dorms		
11	1	1 year Recommended Yearly & Diagnostic Service		
C		Station 32, 6540 Dixie Hwy	12,621.52	
1	4	Vector Input Card - Transformer Balanced Line Input		
2	1	Vector 250 W Power Amp		
3	1	Rack Mount Kit		
4	1	Wall Mount		
5	1	UPS 1500 watt		

[illegible]

SCOPE of WORK for:	Fairfield Fire Dept
Description of Work:	Install Locution Launch at Fairfield Police, Fire and EMS Dispatch.
Proposal By:	Rick Swain

Work Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
	SCOPE OF WORK			
Locution Dispatch	The Locution PTT equipment, installed by Mobilcomm, is to be supplied by the customer with Installer Assistance by Locution.	X	X	X
	It is assumed adequate wall or rack space is available for the PTT Box enclosure to be mounted on.	X	X	
	A 120 VAC Emergency Power Outlet should be available within ~6' of the PTT enclosure and Control Base location.		X	
	Any required electrical work is the customers responsibility		X	
	This quote includes mounting, wiring and loading of software on the customer supplied Locution Server.	X	X	X
	Locution to provide CAD / Locution interface and configuration.			X
	The Locution PTT will become the Primary Fire / EMS Alert Encoder and will send dispatches over a fixed 800 MHz P25 TG via a customer supplied Motorola APX Control Base.	X	X	X
Old VHF Fire Rept System	We were advised the old VHF Fire Channel has been taken Out of Service and will not be connected to the new Locution PTT Box.			
Control Base Antenna	A control base antenna installation allowance is included in this quote but is contingent on a site visit. Final antenna system price, if found to be needed will be quoted after the site visit	X	X	
P25 CONTROL BASE	The APX mobile control base radio is not included in this quote but will be supplied by the customer. Mobilcomm will supply the Base Power Supply and install.	X	X	X
Station 31, 32 & 33 -Locution	The customer will supply a Locution Core (EZ-Zone going in as a Core) to be installed in each Fire Station.		X	X
	Customer responsible for quality network connectivity and a physical network jack within 8' of each Core box.		X	
	Any electrical work, if necessary, is the customers responsibility.		X	
	An Emergency electric power outlet should be available within 6' of Locution Core. Customer responsibility.		X	
	The existing Station 31 PA and speaker system will be reused and is assumed to be in good working order.	X	X	
	A new Low Voltage light control line & speaker line will be run from the Alert Equipment into Station 31 dorms. A Control Relay for switching 120 VAC 30 Amps will be supplied for the same dorm. Customer's electrician will be responsible for wiring to lights.	X	X	X
	A new Vector V250 PA Amp will be supplied & installed in Station 32 & 33. The existing speaker systems will be reused and are assumed to be in good working order.	X	X	
	The Locution Core enclosure will be installed in the room near the existing Station Alert equipment. Exact locations to be determined. It is assumed ample wall space is available for mounting of the Locution Core enclosures.	X	X	
	The existing Station Alert Unication Pagers and antenna systems will be reused for fallback RF station activation in case the network connectivity is interrupted. They are assumed to be in good working order.	X	X	
	Customer supplied Night Vision Lights will be installed in Station 32 & Station 33.	X	X	
	Customer supplied Reader Boards will be installed in each station. Customer responsible for an Emergency AC Power Outlet being installed within 3' of each Reader Board location.	X	X	X
	Customer Supplied 3 Digit Response Timers will be installed in each station	X	X	
	Multi-unit Indicator Light - Flush Mount - LED 3 position, will be installed in each station.	X	X	
	The customer is responsible for supplying all wire, mounting hardware, electrical outlets and any network switches needed for the installation of the Locution devices into each station.		X	X
Unication Pagers	The existing Unication P25 Alert Pagers & Charger Amps will be reused and configured as Locution Fall Back P25 Receivers. This will keep the system alive in the event of a network interruption. The existing station antennas will be used. The Pagers, Charger Amps and antenna systems are assumed to be in good working order.	X	X	
	The Motorola APX Mobile is not included in this quote. Customer to supply. A separate MR quote will be provided.	X	X	X
	This quote reflects Non-Prevailing Wage levels for normal business hours Monday through Friday.	X		
	Supply Chain Delays could be possible.			X

TERMS / CONDITIONS for:	Fairfield Fire Dept
Description of Work:	Install Locution Launch at Fairfield Police, Fire and EMS Dispatch.
Proposal By:	Rick Swain

Item Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
Confidential	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Forklift #221 (Public Works)

Legislation Title:

\$40,000 - purchase of a CAT Fork Lift (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund for the purchase of this equipment.

Discussion:

This request is for the purchase of a 5,000 lb. Cat Fork Lift to replace unit #217 (a 2001 Hyster Fork Lift) due to age and condition. The old unit will be auctioned. This equipment is being purchased through Equipment Depot with contracts held with Sourcewell joint purchasing program, contract MLA#091520-MCF, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions in which the City is a member thereof.

Financial Impact:

\$40,000 from the Capital Fund (\$39,477 for the Fork Lift + \$523 for contingencies and Public Works fleet needs due to the uncertainty of tariffs)

This equipment is listed in the 2025 CIP as 5FT66 Replacement of Fork Lift (Streets) \$40,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. City Of Fairfield - NEW GP25N7

QUOTATION



Equipment Depot Ohio, Inc.
1000 Kingsview Drive
Lebanon, OH 45036

PREPARED FOR

Customer: City Of Fairfield
Address: 5350 Pleasant Avenue
Fairfield, OH 45014
Sourcewell Contract MLA#091520-MCF
City of Fairfield Sourcewell Member

REFERENCE

Effective From: Monday, March 3, 2025
Effective To: Wednesday, April 2, 2025
Quote #: 794235 Rev#4
Account Manager: Josh Chafin
Direct Phone: 513-218-4606
E-mail: joshua.chafin@eqdepot.com



GP25N7 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful EK25 4 Cylinder Engine
 - Maximum Torque 129 ft-lb @ 1600 rpm
 - Maximum Horsepower 61 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock





GP25N7 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	5,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex. .
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	Single Speed Powershift Transmission
POWERTRAIN	1	EK25 2.5L 4 Cylinder Gas and LPG Engine
CARRIAGE	1	39.5" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class II Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve
HYDRAULIC HOSEING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Controlled Acceleration Mode
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	LPMAX - Enhanced Low LP Fuel Warning
PRODUCTIVITY OPTIONS	1	Low LP Fuel/Starter Protection
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
PRODUCTIVITY OPTIONS	1	LPG Tank Bracket - Swing-Out (w/ Open bracket alarm)
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
TRAVEL SPEED HIGH	1	Standard
TRAVEL SPEED LOW	1	Low Speed - None
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG



GP25N7 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
WARNING / LIGHT OPTIONS	1	Seatbelt Warning - Light and Buzzer [STD]
WARNING / LIGHT OPTIONS	1	Parking Brake / Transmission Interlock (Includes Parking Brake Warning Light)
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LANGUAGE MARKINGS	1	English Language Markings North/South America
ACCESSORIES	1	Clear Canopy Cover
ACCESSORIES	1	Tow Pin
ACCESSORIES	1	TELESCOPING LIFT BOOM 4K 24IN WIDE FORKS
ACCESSORIES	1	72" extensions to fit 4" wide forks

Sourcewell Contract MLA#091520-MCF

City of Fairfield Sourcewell Member #34142

GP25N7 WARRANTY

GP25N7 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

GP25N7 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$39,476.96	\$39,476.96	
SPECIFIED INVESTMENT TOTAL:			\$39,476.96	

Tax not included if applicable

PERFORMANCE. GUARANTEED.

Other companies talk about performance. We guarantee it. Here's our pledge and promise to be the best service company in the industry. Period.

RESOLUTION

Have a concern? Not for long. Our employees are empowered to solve customer concerns on the spot. If you are still not satisfied, it's elevated to the regional leader for immediate attention and resolution.

SERVICE

Ready to roll 24/7/365 days a year and backed by a 4-hour emergency response time, or the first hour of labor is on us. Plus, free loaners on forklift and aerial lift repairs if we fail to fix it right the first time or by the time promised.

PARTS

All parts purchased from us are guaranteed for 6 months.

RENTALS

Rental equipment will be delivered on-time as promised or delivery is free.

30 DAY BUYBACK

If the new equipment fails to perform as promised and you're not satisfied, we'll buy it back. It's that simple

EQUIPPED TO SERVE™

ACCEPTANCE

BUYER AGREES THAT ACCEPTANCE OF SELLER'S QUOTATION HEREIN (THE QUOTE) SHALL BE MADE EITHER BY (A) EXECUTING IN THE APPROPRIATE SPACE BELOW AND RETURNING THE EXECUTED DOCUMENT TO SELLER, (B) BUYER'S PURCHASE OF SERVICES OR EQUIPMENT, IN WHOLE OR IN PART, FROM THIS QUOTE, OR SELLER'S COMMENCEMENT OF ANY WORK IN FULFILLMENT OF BUYER'S ORDER, IN WHOLE OR IN PART, FROM THIS QUOTE, (C) ELECTRONIC ACCEPTANCE, OR (D) ANY OTHER MEANS INDICATING BUYER'S WILLINGNESS TO ORDER SERVICES OR EQUIPMENT, IN WHOLE OR IN PART, FROM THIS QUOTE.

BY ACCEPTING THIS QUOTE, BUYER UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS ON THE REVERSE SIDE HEREOF, WHICH INCLUDES SELLER'S TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED BY REFERENCE INTO THIS QUOTE FOR ALL PURPOSES. THIS QUOTE, INCLUDING ALL ASPECTS OF BUYER'S PURCHASE OF SERVICES OR EQUIPMENT FROM SELLER, SHALL BE GOVERNED BY AND SUBJECT TO THE PROVISIONS FOUND ON THE REVERSE SIDE HEREOF.

QUOTED PRICES ARE SUBJECT TO TARIFF SURCHARGE BASED ON THE EXISTING FEDERAL REQUIREMENT IN FORCE AT THE TIME OF INVOICE.

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City Of Fairfield

Equipment Depot Ohio, Inc.

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Josh Chafin

Printed name

Title/Position

Account Manager

Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Note: Any lease payments presented are an estimate, based on current interest rates. Actual payments will reflect the interest rate at the time of delivery.

TERMS AND CONDITIONS AGREEMENT (AGREEMENT)

1. DEFINITION. Buyer means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. Seller means Equipment Depot Ohio, Inc.

2. QUOTATION. This quotation is an offer to sell certain equipment (Equipment;) or services (Services;) as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.

3. SHIPMENT. Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.

4. PRICES. Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.

5. PAYMENT. Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.

6. TAXES. The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.

7. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment. If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.

8. WARRANTY. The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.

9. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. IN NO EVENT SHALL buyer or seller BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBLTY OF SUCH DAMAGES, however same may be caused.

10. CANCELLATION. Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.

11. ENTIRE AGREEMENT AND APPLICABLE LAW. The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.

12. TITLE. Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

13. ENFORCEABILITY. If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Ver.7.2019)



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Outfitting of new Freightliner Truck #004 for brush pickup (Streets)

Legislation Title:

\$70,000 - outfitting of equipment for the new brush truck #004 (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the outfitting of a Freightliner M2 106 single axle truck cab and chassis with a flat bed and leaf box, to add a fourth large brush truck with #003 (2001 International 4900) becoming the spare/fourth truck due to age and condition. Public Works would no longer be using a spare snowplow truck with a small box. This cab and chassis was requested under a separate contract. This will increase operational efficiency and service.

Financial Impact:

\$70,000 from the Capital Fund (\$37,983 for the flat bed with installation + \$21,117 for contingencies and Public Works fleet needs due to the uncertainty of tariffs.)

This vehicle is listed in the 2025 CIP as 5FT60 Replace Brush Pickup truck (Streets), \$200,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. City of Fairfield Flatbed Quote Rev 1 3-4-2025
2. City of Fairfield Leaf DinkMar Box Quote 1-24-2025

Rev 1 3/4/2025

City of Fairfield
Attn: Ken Bulach
8870 N. Gilmore Rd
Fairfield, OH 45014
RE: Flatbed For Leaf Box

Flatbed

Industrial Truck Bodies Custom Structural Steel Flatbed

17' Long, 94" OD
Internal Stake Pockets (sides only)
5" Side Profile with 5"x3/8" Rub Rail
3" Structural Steel Crossmembers on 12" Centers
6" Structural Steel Long Members
Ultra Polyurethane Floor
65" Bulkhead With Full View Window, Tube and Channel Frame, Tapered Corners
Factory Cut Light Holes in Rear Body Apron
Epoxy Primed
Top Coat Gloss Black Polyurethane
Rubberized Undercoating
Flatbed Installed 100% To Your Specifications-No Exceptions

Hoist

Champion Model CS6620T-15 Hoist
Full Subframe
Full Double Acting
Dual Cylinders
Hoist Installed 100% To Your Specifications-No Exceptions

Hydraulic System

Chelsea Hot Shift PTO
Commercial Pump
20 Gallon Frame Mounted Tank with Filter
Air Shifted Valve for Hoist
Hoist Lever Installed on Bottom of Bench Seat
Central Hydraulic Installed 100% To Your Specifications-No Exceptions

Electrical System

(2) SOS MPower Stud Mount LED Amber/Clear Strobes Installed in Grill
Hella Amber/Clear LED 17" Mini Light Bar Installed on Cab Roof
(2) LED Amber Strobes Installed in Rear Apron
(2) LED Stop/Tail/Turn Lights Installed in Rear Apron
(2) LED Back Up Lights Installed in Rear Apron
(5) ¾" LED Red Marker Lights
(2) ¾" LED Amber Marker Lights
ITB Sealed Wiring Harness
All Connections Soldered with Heat Shrink Connectors
Electrical System Installed 100% To Your Specifications-No Exceptions

Pintle Plate

Custom Extended Pintle Plate with X-Bracing
(2) 1" D-Rings
20 Ton Bolt on Pintle Hook with 8 Hole Adjustment
7 PIN Trailer Plug
OEM Taillights Re-Installed Outside of Pintle Plate

Miscellaneous

Buyers 18"x18"x48" Diamond Plate Aluminum Toolbox Installed Passenger Side
Rear Mudflaps
Takonsha Voyager Trailer Brake Controller
Fixed Ladder Installed Drivers Side

Total Package Price \$37,983.00

TITLE: _____

SIGNATURE: _____

PURCHASE ORDER #: _____

DATE: _____

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires an N/A CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com



1/24/2025

City of Fairfield
Attn: Ken Bulach
8870 N. Gilmore Rd
Fairfield, OH 45014
RE: Leaf Box Quotes

DinkMar Leaf Box

DinkMar Standard 16' Leaf Box With 76" Sides

¼" x 1 ½" Angle and 3" Channel Top, Bottom, and Center Framework

3" Channel Support Center and Back

12 GA Sheet Steel

3/16"x8"x8" Gusset Rear Top/Bottom Head Board

¾" #9 Expanded Metal is Spot Welded and Bolted in Place

4-5" D-Rings for Lift Eyes Welded on Top or Sides

Minimum of (8) 2 ½" D-Rings Welded on Side for Tarp Hooks

(3) 12" Double Tailgate Hinges Welded in Place with 1" Pins

(3) 3/8" Gussets on Sides and Top for Tailgate Alignment

36"x36" Exhaust Tube With ¾" Rubber Sheet-Customer to Cut and Fit To Leaf Blower Snout

Rubber Sheet To Include No Less than 20 3/8"x1 ½" Grade 8 Bolts in Nylon Lock Nuts and Fender Washers

Leaf Box To Be Sand Blasted and Powdercoat Primed

Finish Paint To Be Gloss White

Total Price \$21,117.00

TITLE: _____

SIGNATURE: _____

PURCHASE ORDER #: _____

DATE: _____

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires an 84" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com





**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Utility Truck #621 (Water)

Legislation Title:

\$74,725 - purchase of a new Utility Truck for the Water Division (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Water Surplus Fund.

Discussion:

This request is for the purchase of a 2024 Chevrolet Silverado 2500 with Utility Body to be used by the Water Division to replace unit # 6221 (a 2013 Chevrolet Express Van) due to age and condition. The old unit will be auctioned. Three quotes were obtained for this purchase: one from McCluskey Chevrolet for \$64,725, one from Stykemain Chevrolet for \$69,000, and one from Preston Chevrolet for \$66,957. McCluskey Chevrolet was chosen due to price.

Financial Impact:

\$74,725 from the Water Surplus Fund (\$64,725 for the vehicle + \$10,000 for contingencies, emergency lighting, graphics, and Water Fleet needs).

This vehicle is listed in the 2025 CIP as 5FT22 Replacement of Truck (Water) \$80,000

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. McCluskey
2. Stykemain Chevrolet 2500
3. Preston Chevrolet 2500

McCluskey Chevrolet

9673 Kings Auto Mall Road * Cincinnati OH 45249

Phone: (513)761-1111 * Fax:

MOTOR VEHICLE PURCHASE AGREEMENT AND INVOICE

PURCHASER Brian Rose **DOB** _____ **SSN** _____ **DATE** 05/01/2025
CO-PURCHASER _____ **DOB** _____ **SSN** _____ **HOME** (513)404-2405
ADDRESS 5350 Pleasant Avenue **WORK** (513)404-2405
CITY, ST, ZIP Fairfield OH 45014 **COUNTY** Butler **CELL** (513)404-2405
SALESPERSON Stuart Marsh 3553 **E-MAIL** _____

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☒ New ☐ Used ☐ Certified Used ☐ Demonstrator
 2024 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work **COLOR** SUMMIT_WHITE **MILEAGE** 29
STOCK No. 245263F **VIN** 1GB0YLE70RF353899 **TRUCK GVW** _____

INSURANCE INFORMATION			SELLING PRICE OF VEHICLE	
COMPANY NAME			\$50,848.00	
POLICY NO.			ADDITIONAL EQUIPMENT AND/OR CONDITIONS:	
AGENT NAME			upfit 14,400.00	
AGENT ADDRESS			N/A	
AGENT CITY, ST, ZIP			N/A	
AGENT PHONE NO.			N/A	
EFFECTIVE DATE: FROM TO			N/A	
DEDUCTIBLES: COLLISION COMPREHENSIVE			N/A	
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED			ADMINISTRATIVE DOCUMENT FEE 387.00	
TRADE DESCRIPTION/PAYOFF INFORMATION			TOTAL \$65,635.00	
#1:			SALES TAX (RATE 0.00 %) N/A	
VIN # COLOR			LICENSE/TITLE/REGISTRATION FEES 90.00	
MILEAGE TAG#			EXTENDED SERVICE PLAN N/A	
ACCT # EXP. DATE			1. TOTAL CASH PRICE DELIVERED \$65,725.00	
PAYOFF TO			2. DOWN PAYMENT (Rec.#) N/A	
ADDRESS			REBATES (Rec.#) 1,000.00	
CITY, ST, ZIP			3. TRADE ALLOWANCE N/A	
TITLE IN NAME OF			LESS PAYOFF (Upon verifying pay-off, buyer agrees to pay any amt. exceeding this figure) N/A	
P/O AMOUNT N/A GOOD TIL LIENS			4. TOTAL DOWN PAYMENT (2+3) (If negative, enter "0" & disclose on Line 6) 1,000.00	
QUOTED BY PHONE			5. UNPAID BALANCE OF CASH PRICE \$64,725.00	
VERIFIED BY DATE			6. TO: for Negative Equity N/A	
#2:			7. CREDIT INSURANCE N/A	
VIN # COLOR			8. OTHER: GAP COVERAGE N/A	
MILEAGE TAG#			9. UNPAID BALANCE-AMOUNT FINANCED (5+6+7+8) \$64,725.00	
ACCT # EXP. DATE				
PAYOFF TO				
ADDRESS				
CITY, ST, ZIP				
TITLE IN NAME OF				
P/O AMOUNT N/A GOOD TIL LIENS			** ALL TERMS AND CONDITIONS SUBJECT TO LIENHOLDER APPROVAL **	
QUOTED BY PHONE			LIEN INFORMATION	
VERIFIED BY DATE			LIENHOLDER	
ADV.SOURCE ☐ NEWSPAPER ☐ TV ☐ RADIO			ADDRESS	
			CITY, ST, ZIP	
			LENDER NO.	

CONTRACTUAL DISCLOSURE STATEMENT: (FOR USED CARS ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT

ACCEPTED FOR McCluskey Chevrolet **BY** _____

DATE

PURCHASER'S SIGNATURE

ProMax [2277-01 (12/15) Revised 09/21]

CO-PURCHASER'S SIGNATURE



New 2024 CHEVROLET Utility Truck - Service Truck, Mechanics Truck

Silverado 2500HD - \$69,000 | MSRP

1-800-495-4126

Email



New 2024 CHEVROLET Utility Truck - Service Truck, Mechanics Truck - Silverado 2500HD For Sale

\$69,000 510 Miles Stock # 24C9856 | MSRP [Get Pre-Approval](#)



Contact Stykemain Chevrolet

1-800-495-4126

Text Us

Your Email Address *

45014

Hello, I am interested in your

2024 CHEVROLET Silverado 2500HD Utility Truck - Service Truck, Mechanics Truck.

Please contact me

You can reach me at

Thank you,

First and Last Name *

I would also like to see: ☐ Additional Photos ☐ Video

☒ Include me on exclusive offers, giveaways, surveys, and newsletters.

Send Email



New 2024 CHEVROLET Utility Truck - Service Truck
Silverado 2500HD - \$66,957

1-888-291-4382

Email



New 2024 CHEVROLET Utility Truck - Service Truck - Silverado 2500HD For Sale

\$66,957

10 Miles Stock # DKHWZM

[Get Pre-Approval](#)



3.9% Available!! 2024 Closeout! Must GO!



PROMO



Contact Preston Chevrolet

1-888-291-4382

Your Email Address *

45014

Hello, I am interested in your

2024 CHEVROLET Silverado 2500HD Utility Truck - Service Truck.

Please contact me [at your earliest convenience](#)

You can reach me at [Phone \(recommended\)](#)

Thank you,

First and Last Name *

Send Email

Stay safe. Read more about [avoiding scams and protecting your money](#). By using this site, you agree to our [Terms of Use](#) & our [Privacy Policy](#).



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Justice Center Repairs and Upgrades

Legislation Title:

\$85,000 - Repairs and Upgrades to the Justice Center (multiple vendors; Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the repairs and upgrades to the Justice Center. These repairs include new carpet and paint to the Police Records area and addition of boiler primary pumps to each boiler to ensure proper boiler operation this winter. The Cincinnati Air Conditioning Company was chosen for the boiler repairs due to their engineering skills in this area and also due to their experience in this building, the wiring and controls for the pumps will be done in-house.

Financial Impact:

\$85,000 from the Capital Improvement Fund (\$12,897 for carpet + \$5,620 for painting + \$45,400 for boiler piping repairs + \$21,083 for electrical, controls, and City Building contingencies)

These projects are listed in the 2025 CIP as 5FC71 Justice Center Repairs and Upgrades (\$260,000).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Fairfield Justice Center - Boiler Piping Proposal Revised
2. CDA
3. DeGeorge Carpet



2080 Northwest Dr.
Cincinnati, OH 45231
PH: 513.721.5622
FAX: 513.345.2544

David K. Watson, P.E.
Project Manager
PH: 513-721-5622 Ext. 145
www.cincinnatiair.com

Air Conditioning • Process Piping • Commercial Refrigeration • Heating

Project: **Re-pipe Existing Boilers for
Primary / Secondary Configuration**

Date: 4/11/2025

Prepared for: **Fairfield Justice Center**

Attn: **Brian Rose**

The Cincinnati Air Conditioning Co. is pleased to submit our **Revised Proposal** on the above-referenced project.

Scope of Work Includes:

- Make site visit(s) to measure for required materials.
- Shut down the heating system and drain the water from the building heating system piping.
- Demo the existing insulation on the existing HW piping to be removed.
- Demo/scrap the existing HW piping that will not be reused and demo/salvage the existing HW piping that will be reused/reinstalled.
- Install new and reused HW piping, valves, and fittings, and two (2) new HW vertical inline pumps to provide a primary /secondary pumping/piping design for the two (2) existing HW boilers. Refer to the attached sketch.
- Install new insulation on the new and reused HW piping.
- Install new control wiring for the two (2) new vertical inline pumps.
- Refill the HW piping and bleed the air from the building heating system piping.
- Startup and test the existing boilers and the new primary/secondary pumping/piping system.
- One-year parts and labor warranty for new equipment and materials provided and installed by The Cincinnati Air Conditioning Co.

Exclusions and Clarifications:

- **Excludes Power Wiring work.**
- **Excludes Sales Tax.**
- **Excludes HVAC permit drawings and/or HVAC permit fee.**
- Excludes Prevailing Wage labor rates.
- Excludes Overtime or Shift labor rates.
- Excludes Bid, Performance or Payment Bonds.

Price for Scope for Work described above \$ 45,400.00

(Forty-five thousand four hundred dollars)

Please note that it is anticipated that the heating system will be inoperable for a duration of eight (8) to ten (10) working days when this project is taking place.

David K. Watson, P.E.
Project Manager

CDA PROPERTIES, LLC

P.O. BOX 415
Seven Mile OH 45062
513-310-3841

Estimate

Date	Estimate #
2/18/2025	1225

Name / Address
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014

Description	Total
JUSTICE CENTER Police Department Records Area: Interior Painting: 1) Main Area 45' x 26' a. Skim Coat Drywall Patch Minor Wall Defects b. Paint Walls to Match 1 Coat, 2 Colors 2) Copier Room 16' x 9' a. Skim Coat Drywall Patch Minor Wall Defects and Prime b. Paint Walls to Match 1 Coat, Same Color 3) Department Head Office (Becky's) 16' x 20' a. Skim Coat Drywall Patch Minor Wall Defects and Prime b. Paint Walls to Match 1 Coat, Same Color 4) Furniture Movement, Protection, Clean-up ALL LABOR and MATERIALS INCLUDED	5,620.00
Thank you for the opportunity to service the City of Fairfield.	Total \$5,620.00



April 28th, 2025

*7400 Liberty One Drive Liberty Township OH

(513) 860-2600

City of Fairfield

Job: Police Records Area – Rebeccas Office – Copy Room – File Room

Attn: Brian Rose

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration:

Re: Furniture – Removal – Prep – Carpet Tile – Cove Base

We will perform the following in the police records area looked at with Brian on 4/10/2025:

- *Move around all of the furniture, etc.
- *Remove and haul away the existing carpet and cove base
- *Clean and prep the concrete to make ready for the new installation of glue down carpet tiles
- *Provide and install Shaw Patcraft “Orbital” 24”x24” nylon commercial grade glue down carpet tiles – color: Satellite
- *Provide and install Roppe 4 – 1/2” rubber cove base – color: TBD
- *Provide and install commercial grade rubber transitions where necessary – color: TBD

Total Cost \$ 12, 987.00

Signature: Matt Dunn

Note: Pricing is valid through August 1st, 2025

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Accepted: Signature: _____ Date: _____



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Lane Library Repairs and Upgrades

Legislation Title:

\$30,000 - Repairs and Upgrades to the Lane Library (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the repairs and upgrades to the Lane Library building to include fire alarm repairs and testing, fire sprinkler system repairs and testing, roof repairs as needed, drywall and painting repairs, and landscaping. Work will be performed by various City-approved vendors.

Financial Impact:

\$30,000 from the Capital Improvement Fund (For items listed in the discussion section + City Building contingencies)

These projects are listed in the 2025 CIP as 5FC52 Lane Library Repairs and Upgrades (\$30,000).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Utility Truck #626 (Water)

Legislation Title:

\$133,190 - purchase & outfitting of a new Utility Truck for the Water Division (multiple vendors; Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Water Surplus Fund.

Discussion:

This request is for the purchase of an F-550 cab and chassis and utility body outfitting with crane. This truck will replace unit #6216 (a 2012 Ford F-450 Utility truck) due to age and condition. The old unit will be auctioned. This truck is being purchased through Beau Townsend Ford, Vandalia, Ohio, with contracts held with the Southwestern Ohio Educational Purchasing Council (EPC) 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 fleet department will also search for an equal truck at a lower price from another vendor. K.E. Rose was chosen to outfit this vehicle due to their specialized engineering skills and aptitude for this project, and to standardize the wiring practices to facilitate the mechanics during repairs.

Financial Impact:

\$133,190 from the Water Surplus Fund (\$72,930 for the vehicle + \$58,260 for the outfitting + \$2,000 for contingencies and graphics and Water Fleet needs).

This vehicle is listed in the 2025 CIP as 5FT21 Replacement of Truck (Water) \$140,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Townsend

2. Est_2542858_from_K._E._Rose_Company_10836



Preview Order F111 - F5H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 03/25/2025 11:29:41 Receipt: NA

Dealership Name: Beau Townsend Ford

Sales Code : F47213

Dealer Rep.	Justin Walden	Type	Fleet	Vehicle Line	Superduty	Order Code	F111
Customer Name	Fairfield	Priority Code	D2	Model Year	2025	Price Level	525

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/169	\$59420	50 STATE EMISSIONS	\$0
169 INCH WHEELBASE	\$0	SNOW PLOW PREP PACKAGE	\$250
TOTAL BASE VEHICLE	\$59420	TRAILER BRAKE CONTROLLER	\$300
OXFORD WHITE	\$0	HIGH CAPACITY TRAILER TOW PKG	\$580
CLOTH 40/20/40 SEAT	\$100	CENTER HIGH MOUNT STOP LAMP	\$100
MEDIUM DARK SLATE	\$0	WHEEL WELL LINERS - FRONT	\$180
PREFERRED EQUIPMENT PKG.660A	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.XL TRIM	\$0	350 AMP ALTERNATOR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	EXTERIOR BACKUP ALARM	\$220
.AM/FM STEREO MP3/CLK	\$0	PRICE CONCESSION INDICATOR	\$0
6.7L POWER STROKE V8 DIESEL	\$10495	REMARKS TRAILER	\$0
10-SPEED AUTO TORQSHIFT	\$0	DUAL BATTERY	\$0
225/70R19.5G BSW MAX TRAC TIRE	\$215	REAR VIEW CAMERA & PREP KIT	\$515
4.30 RATIO LIMITED SLIP AXLE	\$395	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
PAYLOAD PLUS PACKAGE UPGRADE 1	\$1155	SPECIAL FLEET ACCOUNT CREDIT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	FUEL CHARGE	\$0
PLATFORM RUNNING BOARDS	\$320	NET INVOICE FLEET OPTION (B4A)	\$0
19500# GVWR PACKAGE	\$0	PRICED DORA	\$0
ENGINE BLOCK HEATER	\$190	ADVERTISING ASSESSMENT	\$0
SKID PLATES	\$100	DESTINATION & DELIVERY	\$2095

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MSRP

\$76630

NA

\$76630

ORDERING FIN: QF584 END USER FIN: QF584

INCENTIVES

Acc. Code ID :10 Contract/Ref # :29-618S Bid Date :11/06/24State : OH

DISCOUNTS:

\$-350.00

PAID IN FULL
\$72,630

Add 96V (XL CHROME PKG)
For \$300



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
4/9/2025	25-42858

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #	
	GB				
Description			Qty	Cost	Total
Furnish and install Reading CM3-132CM cranemaster body, 11 ft long, suitable for your 84 CA chassis, high shelf compartment 64" on curbside front with two shelves, reinforced understructure with 4000 lb capacity crane support on rear curbside, treadplate steel overlay on compartment top curbside, gas prop door holders, stainless steel paddle latches, slam action tailgate, LED recessed lights per FMVSS108, shelves, dividers, body is constructed of A60 galvaneal and immersion primed with e coat primer, undercoated, installed on your supplied 84CA chassis. Body has no wheel boxes in cargo area, mudflaps. Incorporate telescoping outrigger with manual out on curbside and manual crank down. . Furnish standard shelving package.Incorporate a 15" deep workbench storage bumper with vice plate on curbside. (vice not included) Powdercoat body white throughout.			1	58,260.00	58,260.00T
Install 16000 lb capacity 2.5" receiver hitch and D-rings, 7 way trailer plug (due to workbench bumper special fabrication required)			1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			Sales Tax (0.0%)		
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.			Total		

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
4/9/2025	25-42858

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #	
	GB				
Description			Qty	Cost	Total
Furnish and install Liftmore 2010REE-15WP crane, 10000 ft lb moment rating, 12VDC planetary gear winch, 50 ft of 1/4" galvanized aircraft cable, traveling block, 25ft CAN cablet control and full wireless proportional with diagnostics, 150 amp circuit breaker, master disconnect switch, load limiting sensor, anti two block, ANSI compliant, power boom extension from 7 ft to 11 ft. plus 4 ft manual boom extension to 15 ft. power rotation unlimited, power boom elevation, Boom support.			1		0.00T
Option: Add bom tip LED lights add \$980.00				0.00	0.00T
Install springs to curbside rear to level chassis			1		0.00T
Install backup alarm			1		0.00T
Furnish and install Ctech 7 drawer unit in front vertical roadside compartment, 250 lb capacity per drawer, (1) 7", (2) 5", (4) 3", roller bearing slides			1		0.00T
Furnish and install LED strobes 2 in grille and 2 on rear of body, switched in cab			1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			Sales Tax (0.0%)		
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.			Total		

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
4/9/2025	25-42858

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #
	GB			
Description	Qty	Cost	Total	
Furnish and install Ecco 78588 12 series Vantage bar with dual color amber white flashing modules, takedowns and alleys, full front and rear flood scene feature, integrated 6 module rear internal traffic arrowstick and advanced controller	1		0.00T	
Furnish and install aluminum overlay gravel stone guards on front of body compartments 40" high roadside, 64" curbside	1		0.00T	
Install OEM backup camera	1		0.00T	
Apply spray in liner in cargo area of body, back and top of high compartment and bumper	1		0.00T	
Furnish and install pure sine wave inverter 2000 watt, fused at aux battery located in rear compartment.	1		0.00T	
Install Phoenix stainless steel wheel siimulators covers	1		0.00T	
Furnish and install Betts 325003 aluminum housing swivel work lights with switch on each light, locate on each corner	4		0.00T	
Install LED strip compartment lighting in service body	1		0.00T	
We look forward to your order. Should you wish to make any changes please call for quote.			Sales Tax (0.0%)	
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.			Total	

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
4/9/2025	25-42858

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Install (2) rows of E track in cargo area each side	1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.		Sales Tax (0.0%) \$0.00	
		Total \$58,260.00	

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Utility Truck #648 (Sewer)

Legislation Title:

\$102,941 - purchase & outfitting of a new Utility Truck for the Sewer Division (multiple vendors; Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Sewer Surplus Fund.

Discussion:

This request is for the purchase of an F-350 cab and chassis and utility body outfitting. This truck will replace unit #641 (a 2011 Ford F-350 Utility truck) due to age and condition. The old unit will be auctioned. This truck is being purchased through Beau Townsend Ford, Vandalia, Ohio, with contracts held with the Southwestern Ohio Educational Purchasing Council (EPC) 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 fleet department will also search for an equal truck at a lower price from another vendor. K.E. Rose was chosen to outfit this vehicle due to their specialized engineering skills and aptitude for this project, and to standardize the wiring practices to facilitate the mechanics during repairs.

Financial Impact:

\$102,941 from the Sewer Surplus Fund (\$67,545 for the vehicle + \$33,396 for the outfitting + \$2,000 for contingencies and graphics and Sewer Fleet needs).

This vehicle is listed in the 2025 CIP as 5FT41 Replacement of Truck (Sewer) \$100,000. The request is for slightly more than was anticipated and will be taken from the Sewer Surplus Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Townsend
2. Est_2542527_from_K._E._Rose_Company_9544



Preview Order F111 - F3H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 02/17/2025 14:04:42 Receipt: 2/17/2025

Dealership Name: Beau Townsend Ford

Sales Code : F47213

Dealer Rep.	Justin Walden	Type	Fleet	Vehicle Line	Superduty	Order Code	F111
Customer Name	FAIRFIELD	Priority Code	C4	Model Year	2025	Price Level	525

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CHASSIS CAB DRW/145	\$55155	50 STATE EMISSIONS	\$0
145 INCH WHEELBASE	\$0	SNOW PLOW PREP PACKAGE	\$250
TOTAL BASE VEHICLE	\$55155	JOB #1 ORDER	\$0
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
CLOTH 40/20/40 SEAT	\$100	CENTER HIGH MOUNT STOP LAMP	\$100
MEDIUM DARK SLATE	\$0	WHEEL WELL LINERS - FRONT	\$180
PREFERRED EQUIPMENT PKG.640A	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.XL TRIM	\$0	410 AMP DUAL ALTERNATOR	\$115
.AIR CONDITIONING -- CFC FREE	\$0	EXTERIOR BACKUP ALARM	\$220
.AM/FM STEREO MP3/CLK	\$0	PRICE CONCESSION INDICATOR	\$0
6.7L POWER STROKE V8 DIESEL	\$10495	REMARKS TRAILER	\$0
10-SPEED AUTO TORQSHIFT	\$0	DUAL BATTERY	\$0
LT245/75R17E BSW ALL-TERRAIN	\$165	REAR VIEW CAMERA & PREP KIT	\$515
4.10 RATIO LIMITED SLIP AXLE	\$395	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
RAPID HEAT SUPPLEMENTAL HEATER	\$350	SPECIAL FLEET ACCOUNT CREDIT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	FUEL CHARGE	\$0
PLATFORM RUNNING BOARDS	\$320	NET INVOICE FLEET OPTION (B4A)	\$0
14000# GVWR PACKAGE	\$0	PRICED DORA	\$0
ENGINE BLOCK HEATER	\$190	ADVERTISING ASSESSMENT	\$0
SKID PLATES	\$100	DESTINATION & DELIVERY	\$2095

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

ORDERING FIN: QF584 END USER FIN: QF584

INCENTIVES

Acc. Code ID :10 Contract/Ref # :29-610S Bid Date :11/06/24State : OH

MSRP

\$71045

NA

\$71045

DISCOUNTS:

\$-350.00

SP's
#67,545
Includes 45 day
TAG



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
2/21/2025	25-42527

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #
	GFB			
Description	Qty	Cost	Total	
F350 Reg Cab DRW 60CA				
Furnish and install Reading S108ABDW dual wheel classic II service body. 9 ft long, suitable for 60CA chassis, spacemaker flip tops, stainless steel rotary paddle latches, heavy duty bolt on adjustable hidden hinges, light guards, nitrogen gas strut door holders, recessed lights per FMVSS108, alumina fuel fill, powdercoated white throughout, shelving, dividers, gas strut door holders, slam action tailgate, automotive bulb door seals, installed on your supplied chassis and deliver to you.	1	30,600.00	30,600.00T	
Install 20000 lb capacity receiver hitch 2.5"	1		0.00T	
Install 7 way RV style trailer plug	1		0.00T	
Furnish and install Ctech drawer cabinet in front roadside compartment, (2) 2" (2) 3", (2) 4", and (1) 6" drawers. 250 lb drawer slide capacity each drawer, aluminum construction.	1		0.00T	
Furnish and install (4) LED work lights on bed	4		0.00T	
Install grab handles on rear of bed	2		0.00T	
We look forward to your order. Should you wish to make any changes please call for quote.				
				Sales Tax (0.0%)
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.				Total

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
2/21/2025	25-42527

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #
	GFB			
Description	Qty	Cost	Total	
Furnish and install Tommygate Liftgate, C2-54-1642EA48, 1600 lb capacity, 49x48 2 piece aluminum platform	1		0.00T	
Fabricate and install bumperetts on each corner of body	1		0.00T	
Install OEM backup camera	1		0.00T	
Ecco 12-51896-ED 12+ProVantage 54" full light bar with amber white dual flashing modules front and sides, 2 takedown and 2 alley modules, 2 rear amber end modules, integrated 7 amber module rear internal traffic arrowstick only. and advanced controller	1		0.00T	
Furnish and install 4 corner LED strobes switched in cab	1		0.00T	
Furnish and install LED compartment lighting switched in cab	1		0.00T	
Furnish and install Rack It overhead ladder material rack, 1700 lb capacity, powdercoated black	1		0.00T	
LTA Ranch cap	1	2,795.40	2,795.40T	
We look forward to your order. Should you wish to make any changes please call for quote.			Sales Tax (0.0%)	\$0.00
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.			Total	\$33,395.40

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Electric Vehicle #606 (Public Works)

Legislation Title:

\$45,000 - purchase of a Chevrolet Equinox Electric Vehicle (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Sustainability Fund for this purchase.

Discussion:

This request is for the purchase of a 2025 Chevrolet Equinox Electric Vehicle (EV) to replace unit # 604, a 2014 Chevrolet Tahoe, due to age and condition. This unit will be used as a staff vehicle by Public Works. This vehicle will be the first electric vehicle in the Fleet and was chosen to help reduce our carbon footprint in accordance with the Fairfield Sustains roadmap. Unit # 604 or another Public Works fleet vehicle will be auctioned based on a condition determination from our Fleet Division.

Three quotes were obtained for this purchase: one from Tom Gill Chevrolet for \$35,865, one from Columbia Chevrolet for \$37,290, and one from McCluskey Chevrolet for \$41,590. Tom Gill was chosen due to price.

Financial Impact:

\$45,000 from the Sustainability Fund (\$35,865 for the vehicle + \$9,135 for charging equipment, contingencies, and Public Works fleet needs due to the uncertainty of tariffs.)

This vehicle is listed in the 2025 CIP as 5FT01 Replacement Staff Vehicle Public Works, \$45,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Tom Gill Chevrolet
2. McCluskey Chevrolet

3. Columbia Chevrolet

**RETAIL
BUYERS
ORDER**

STOCK NO.
D.O.B.
S.S. NUMBER

DATE 04/17/2025

PHONE (513) 404-2405

SALESPERSON N/A

AS FOLLOWS:

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

The front and back of this Agreement and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

SIGNED: _____ 04/17/2025



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NEW 2025 Chevrolet Equinox EV LT Front Wheel Drive SUV

VIN: 3GN7DLRP9SS194583 STOCK: 253130



(59) Photos



MSRP	\$43,590
McCluskey Discount	-\$2,000
Your Hassle-Free Price	\$41,590

Offers You May Qualify For:	Potential Federal EV Tax Credit	\$7,500
	Costco Executive Member Incentive	\$1,250
	Costco Gold Star and Business Member Incentive	\$1,000

Includes Free Lifetime Warranty
[Details](#)

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Columbia Chevrolet / New Vehicles / 2025 / Chevrolet / Equinox EV / LT



Confirm Availability



2025 Chevrolet Equinox EV LT

In Transit



\$37,290
OUR PRICE

Less

MSRP:

\$37,290

Add. Offers you may Qualify For:

Potential Federal EV Tax Credit	- \$7,500
Chevrolet EV Loyalty Cash Allowance	- \$2,500
Purchase Allowance for Current Eligible Non-GM Owners and Lessees	- \$1,500
Costco Executive Member Incentive	- \$1,250
Costco Gold Star and Business Member Incentive	- \$1,000
1.4% APR for 36 Months and 90 Day Payment Deferral for Well-Qualified Buyers When Financed w/ GM Financial	

***Please Note:** We turn our inventory daily, please check with the dealer to confirm vehicle availability.

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EV Savings & Insights

Zip: 45242



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Staff Vehicle (Fire)

Legislation Title:

\$95,000 - purchase & outfitting of a Staff Vehicle for the Fire Department (multiple vendors; Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund for this purchase.

Discussion:

This request is for the purchase of a 2025 Chevrolet Silverado 1500 with outfitting, cap, communication equipment, and graphics to be used by the Fire Department as a Staff Vehicle. This will be an addition to the fleet. Three quotes were obtained for this purchase: one from Tom Gill Chevrolet for \$53,164, one from Columbia Chevrolet for \$54,690, and one from McCluskey Chevrolet for \$60,745. Tom Gill Chevrolet was chosen due to price.

Financial Impact:

\$95,000 from the Capital Fund (\$53,164 for the vehicle+ \$41,836 for contingencies, outfitting, truck cap, graphics, communication equipment, and Fire fleet needs due to the uncertainty of tariffs).

This vehicle is listed in the 2025 CIP as 5FT81 New Staff Vehicle (Fire) \$95,000

Emergency Provision:

Yes, an emergency provision is requested to facilitate the purchase of this truck and to help avoid any additional tariff fees for equipment.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Tom Gill Chevrolet
2. Columbia Chevrolet
3. McCluskey Chevrolet

**RETAIL
BUYERS
ORDER**

STOCK NO.
36242N
D.O.B.
S.S. NUMBER

DATE 04/17/2025

PHONE (513) 404-2405

SALESPERSON N/A

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
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SIGNED: _____ 04/17/2025

ACCEPTED BY PURCHASER _____ DATE _____

[Columbia Chevrolet](#) / [New Vehicles](#) / [2025](#) / [Chevrolet](#) / [Silverado 1500](#) / [LT](#)



✓ [Confirm Availability](#)



2025 Chevrolet Silverado 1500 LT



In Stock

\$54,690
OUR PRICE

Less ▲

MSRP:	\$57,940
Customer Cash	-\$2,250
Bonus Cash	-\$1,000
Final Price:	\$54,690

Add. Offers you may Qualify For:

Trade Assistance	-\$1,500
Purchase Allowance for Current Eligible Non-GM Owners and Lessees	-\$1,500
2.9% APR for 72 Months for Well-Qualified Buyers When Financed w/ GM Financial	
2.4% APR for 36 Months and 90 Day Payment Deferral for Well-Qualified Buyers When Financed w/ GM Financial	

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USED: 435 E G
SALES: (51

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NEW 2025 Chevrolet Silverado 1500 LT Four Wheel Drive Crew Cab
VIN: 3GCUKDE88SG316231 STOCK:



(24) Photos



MSRP	\$62,745
Customer Cash	-\$1,000
Bonus Cash	-\$1,000
Your Hassle-Free Price	\$60,745
Includes Free Lifetime Warranty	
Details	

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PRE-QUALIFY INSTANTLY

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IN TRANSIT



**City Council Communication
Regular Meeting - May 12, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Upgrades to Municipal Bldg

Legislation Title:

\$40,000 - Municipal Building Upgrades (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request for Municipal Building renovations will re-finish the walls and install new lighting in existing bathrooms, purchase a mail box for the new Utility Billing department and pour a concrete pad for the box.

Financial Impact:

\$40,000 from Capital Fund.

This project is listed in the 2025 CIP as 5FC01 Replace Municipal/Annex Remodel \$340,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Est. Restrooms
2. Oberer
3. Est. Restrooms

Estimate

Date	Estimate #
4/15/2025	1232

Name / Address
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014

Page 250 of 252



OBERER CONSTRUCTION COMPANY

6300 Winton Road, Fairfield, Ohio 45014

Mobile (513) 295-2336

Office (513) 829-5270

Email: obererconstructionco@gmail.com

61480

Proposal/Invoice

NAME <i>City of Fairfield</i>		SHIP TO <i>Area: Brian Rose</i>	
ADDRESS <i>(2) Projects at City Building</i>		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
PHONE NUMBER	Serving Greater Cincinnati Area Since 1974		DATE <i>4/2/2025</i>
QUANTITY	DESCRIPTION	PRICE	AMOUNT
<i>①</i>	<i>- Remove pavers at side entry - add crushed limestone and compact - bring pavers up to entry and sidewalk to prevent trip hazards - Apply siloxane sealer with salt blocker to area - make sure outside edges are supported properly - All labor, material, equipment, clean-up and debris hauled away included</i>		<i>\$2,750.00</i>
<i>②</i>	<i>- dig and form pad for new drop box as per our walk in landscaping at turn of building - Pour new concrete, tool and finish - Return to remove forms and clean area - All labor, material, clean-up, equipment and debris hauled away included</i>		<i>\$3,100.00</i>
BUYER:			

KEEP THIS SLIP FOR REFERENCE

Estimate

Date	Estimate #
4/15/2025	1232

Name / Address	
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014	

Description	Total
MUNICIPAL BUILDING: RENOVATE BOTH MEN'S AND WOMAN'S RESTROOMS: PLEASE NOTE: All 4 Restrooms have the Same Layout: Entryway 5' x 5', Restrooms with 2 stalls in each 12' x 10' 1. Remove Wallpaper from All 4 Restrooms 2. Remove and Dispose Woman's Sanitary Boxes 3. Skim Coat Drywall Mud on Walls as Needed 4. Repair Drywall Ceiling Where Current Light Fixtures Were Removed* *Please note: City of Fairfield will Remove and Replace Ceiling Lights 5. Prime All Walls with Sherwin Williams PRO BLOCK Primer/Sealer 6. Paint All Walls 2 Finish Coats- Color of Choice 7. Paint All Ceilings White 2 Finish Coats 8. Protection and Clean Up Labor & Materials Included All Four Restrooms	12,500.00
Thank you for the opportunity to service the City of Fairfield.	Total \$12,500.00