

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  
Tuesday, May 27, 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 - Parks & Recreation Operations Business Model

**Business Meeting Call to Order**

**Prayer/Pledge of Allegiance**

Councilmember Adam Kraft

**Roll Call**

**Agenda Modifications**

**Executive Session Requests**

**Special Presentations**

None.

**Citizen Comments**

**Council Reports**

**Public Hearing(s)**

None.

**Approval of Minutes**

1. Regular Meeting Minutes - May 12, 2025

**Old Business**

None.

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

### **1. Public Safety - Councilmember Dale Paullus**

- a. Ordinance to authorize the City Manager to enter into a contract with Hexagon US Federal to purchase a Leica BLK360 G2 scanner and declaring an emergency.
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings
  - Motion - Adoption
- b. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 145.06, the City of Fairfield, Ohio relative to Non-Emergency Medical Services Transport.
  - Legislation - First Readings

### **2. Public Utilities - Councilmember Matt Davidson**

- a. Resolution declaring the official intent and reasonable expectation of the City of Fairfield on behalf of the State of Ohio (the Borrower) to reimburse its Water Replacement and Improvement Fund (604) for the 2025 Winto Road Water Main Improvement CJ06AC with the proceeds of tax exempt debt of the State of Ohio and declaring an emergency.
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings
  - Motion - Adoption

### **3. 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.”  
- Contractual Appropriations: \$49,832 total (Detail: \$49,832 3D Crime Scene Scanner (Police))
  - 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.”  
- Non-Contractual Appropriations: \$66,708 total
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings

- Motion - Adoption

\$9,723 Water Division-Instrumentation Lime Silo Level Sensors (Public Utilities)

\$25,000 - Infrastructure Upgrade for Telecom Rooms (IT Division)

\$31,985 - Aquatic Center Improvements (Parks & Recreation)

**Meeting Schedule**

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

Monday, August 11 - 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  
May 12, 2025**

**Council-Manager Briefing**

6:00 PM - Town Center

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present were: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Greg Kathman, Nathaniel Kaelin, Eva Adams, Alisha Wilson, Steve Wolterman, Laurie Murphy, Adam Sackenheim, Mandi Brock, Diana Davenport, Steve Maynard, Tom Lakamp, Ben Mann and Jason Hunold.

Development Services Director Kathman and Economic Development Manager Kaelin presented the Town Center update. Development Specialist Adams presented the Flavors of Fairfield. See attached slides.

**Business Meeting Call to Order**

Mayor Rhodus called the Regular Meeting to order at 7:02 PM.

**Prayer/Pledge of Allegiance**

Councilmember Pennington 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**

None.

**Special Presentations**

None.

**Citizen Comments**

None.



## **Council Reports**

Councilmember Brill announced the splash pad opening on May 17 at 11 AM at Harbin Park and invited everyone to attend.

Councilmember Meyers congratulated the Finance Department for receiving the Government Financial Officers Association Certificate of Achievement for excellence in reporting for 2023 and Outstanding Achievement in Popular Annual Reporting for 2023. He also reported that the City renewed bond anticipation notes in April with a lower rate, which will save approximately \$18,000 due to the outstanding financial rating of the city.

Councilmember Kraft extended a thank you to Development Services team for briefing regarding Town Center and stated that he is excited for new changes to the area.

Councilmember Pennington announced the residential tree program advertised in next Fairfield Flyer and reported that the City has approved cost share for 40 trees so far.

Councilmember Besl reiterated the splash pad ribbon cutting on Saturday. She also reported that the Farmers Market opens on Wednesday and first Groovin on the Green is coming up on May 29 and will continue weekly with a tremendous line-up.

## **Public Hearing(s)**

None

## **Approval of Minutes**

### **1. Regular Meeting Minutes - April 28, 2025**

The Regular Meeting Minutes of April 28, 2025 were approved as written and submitted.

## **Old Business**

None.

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

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

### **1. Development Services - Councilmember Adam Kraft**

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

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

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 Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 61-25. APPROVED 7-0.

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

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.

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

ORDINANCE NO. 62-25. APPROVED 7-0.

## **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.

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.

Councilmember Meyers asked when the new system will be deployed. Director Brock stated October 31 target date and it will be a lot easier to use.

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

ORDINANCE NO. 63-25. APPROVED 7-0.

### **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

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.

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

ORDINANCE NO. 64-25. APPROVED 7-0.

### **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.

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.

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

ORDINANCE NO. 65-25. APPROVED 7-0.

- 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.

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).

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

ORDINANCE NO. 66-25. APPROVED 7-0.

- 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.

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).

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

ORDINANCE NO. 67-25. APPROVED 7-0.

- 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.

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.

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

ORDINANCE NO. 68-25. APPROVED 7-0.

- 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.

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.

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

ORDINANCE NO. 69-25. APPROVED 7-0.

**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

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.

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

ORDINANCE NO. 70-25. APPROVED 7-0.

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

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

ORDINANCE NO. 71-25. APPROVED 7-0.

\$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

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 Adam Kraft, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 72-25. APPROVED 7-0.

\$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

Clerk Wilson read the meeting schedule.

### **Executive Session of Council (if Needed)**

None.

### **Adjournment**

The Regular Meeting adjourned at 7:25 PM.



ATTEST:

---

Clerk of Council

---

Mayor's Approval  
Date Approved:



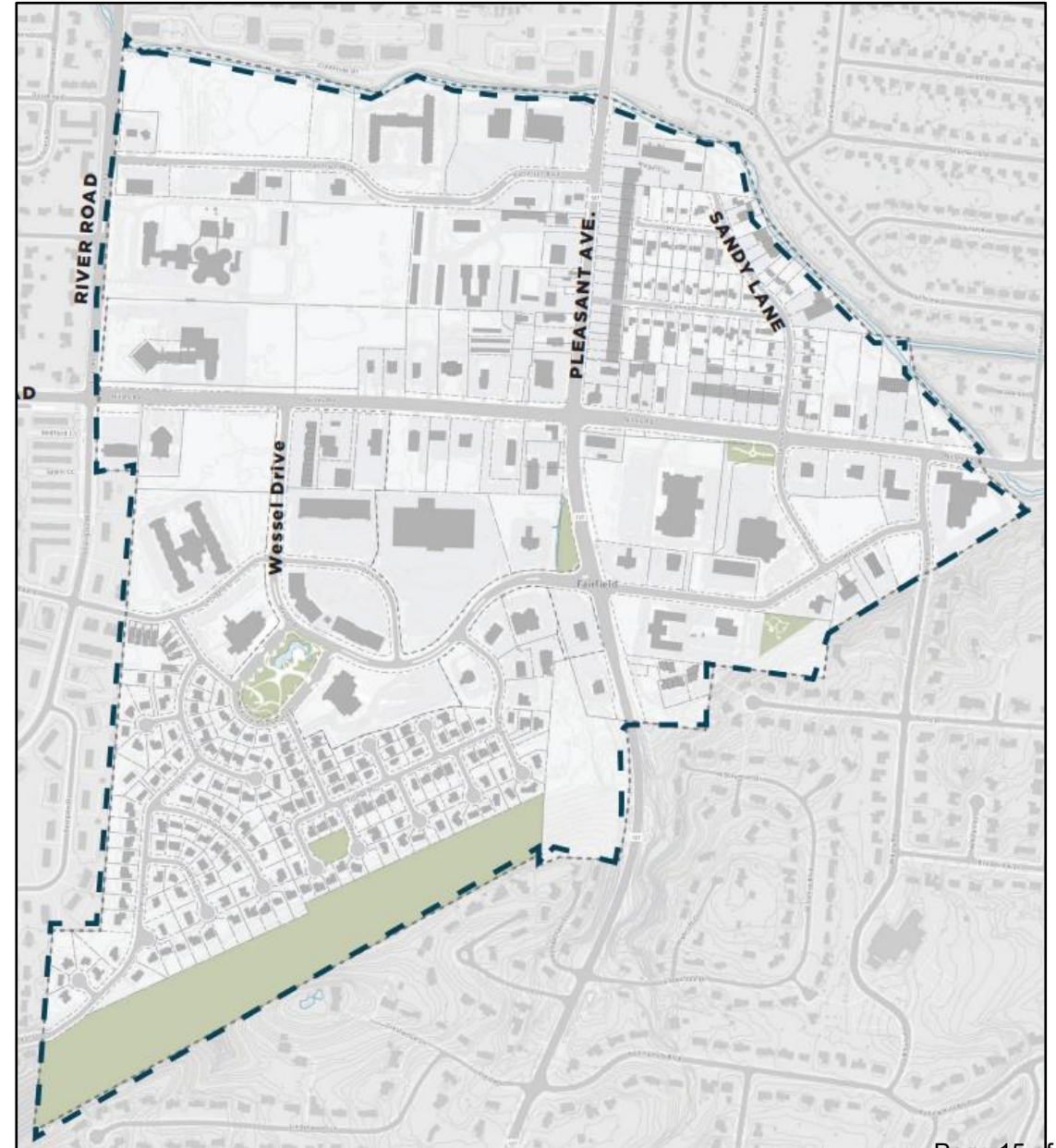
# Fairfield Town Center Update

Development Services Department

May 12, 2025

# Agenda

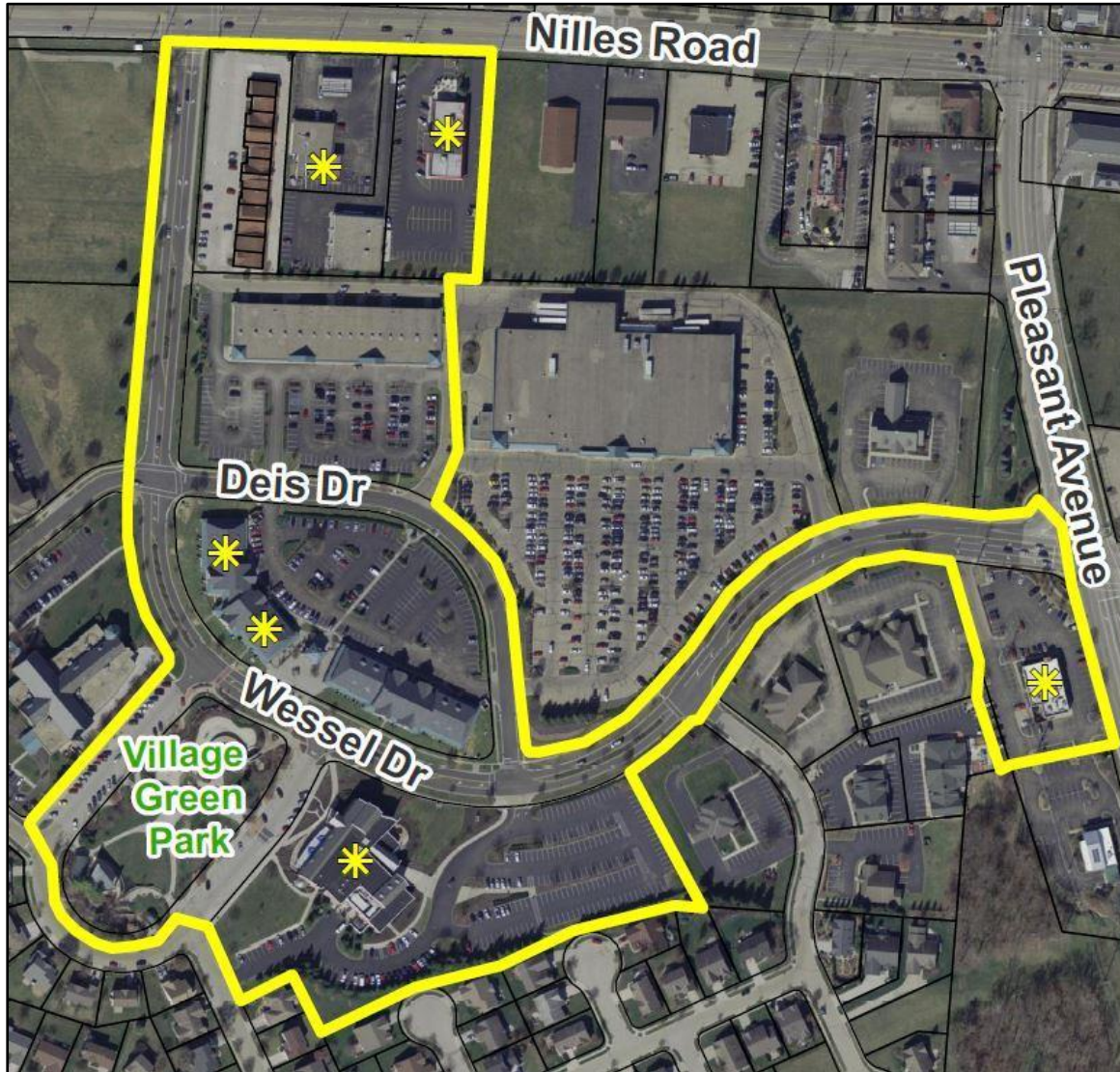
1. Recent Town Center Efforts
2. Town Center Signage Plan
3. Future Opportunities
4. Flavors of Fairfield





# 1. Recent Town Center Efforts

# Designated Outdoor Refreshment Area (DORA)





# Village Green Park

## Playground Enhancements



## Events & Programming





# Riegert Square Investments





# Riegert Square Investments

*BEFORE*





# Riegert Square Investments

*AFTER*





# Riegert Square Investments

***BEFORE***



***AFTER***



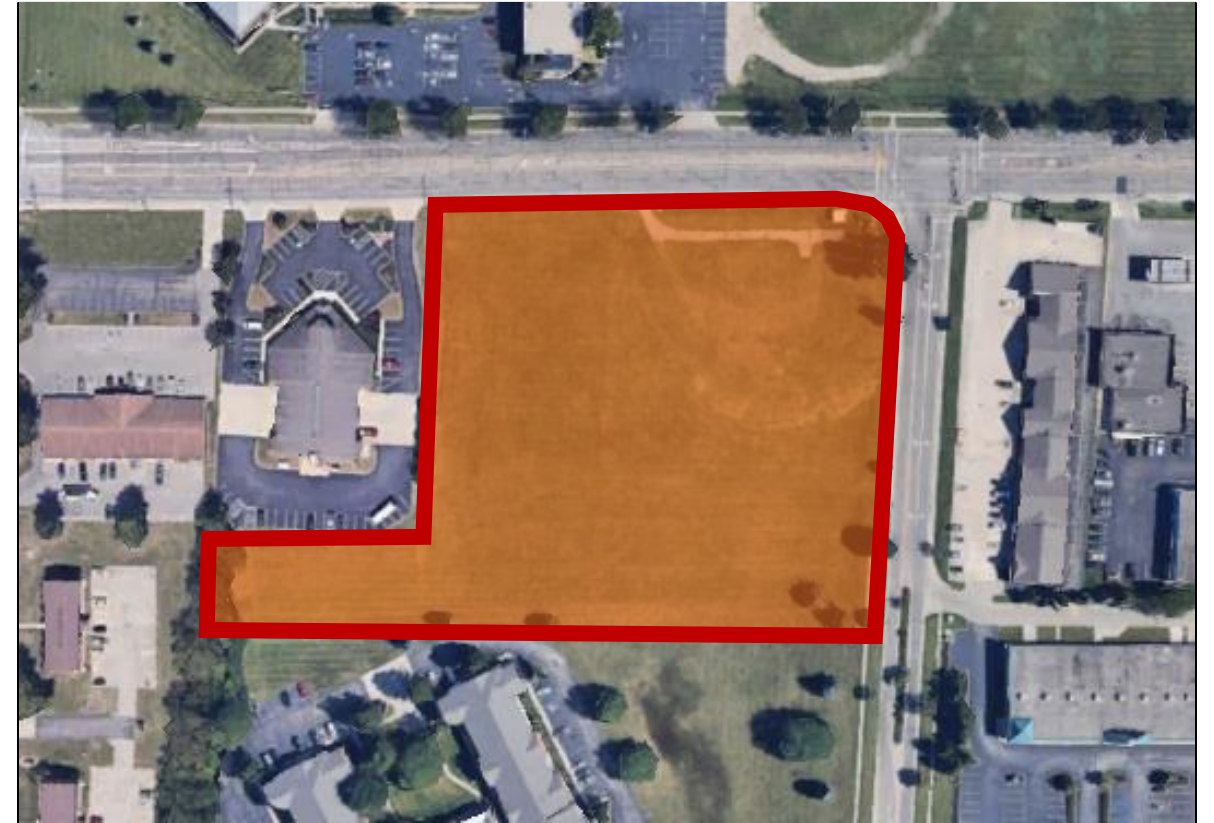


# Property Acquisitions

## Fairfield City Square



## Hamilton Wellfield Site



# Placemaking Strategy

- Wayfinding & Signage
- Trails & Connectivity
- Tactical & Creative Placemaking
- Neighborhood Strategies
- Development Opportunities





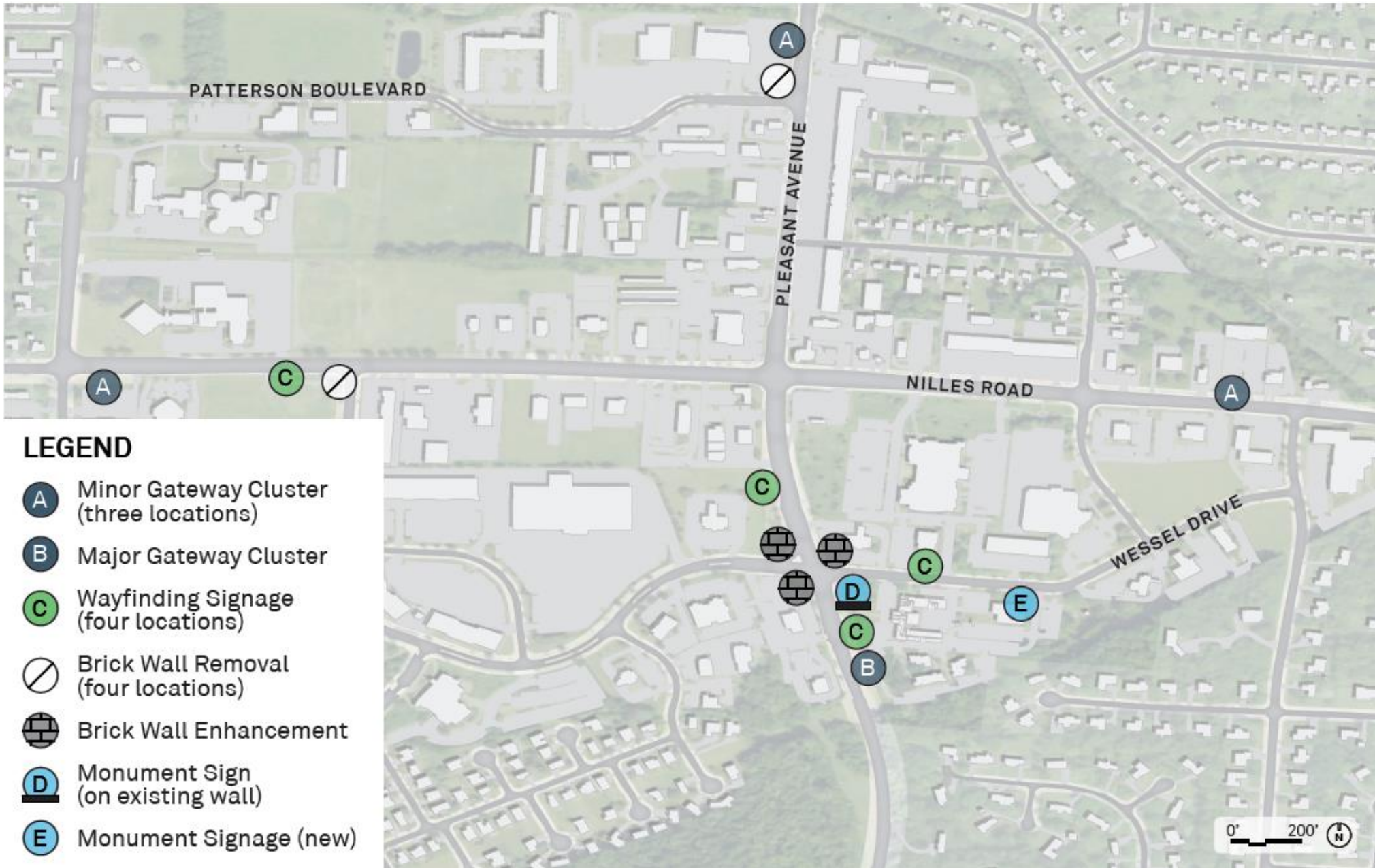
## 2. Town Center Signage Plan



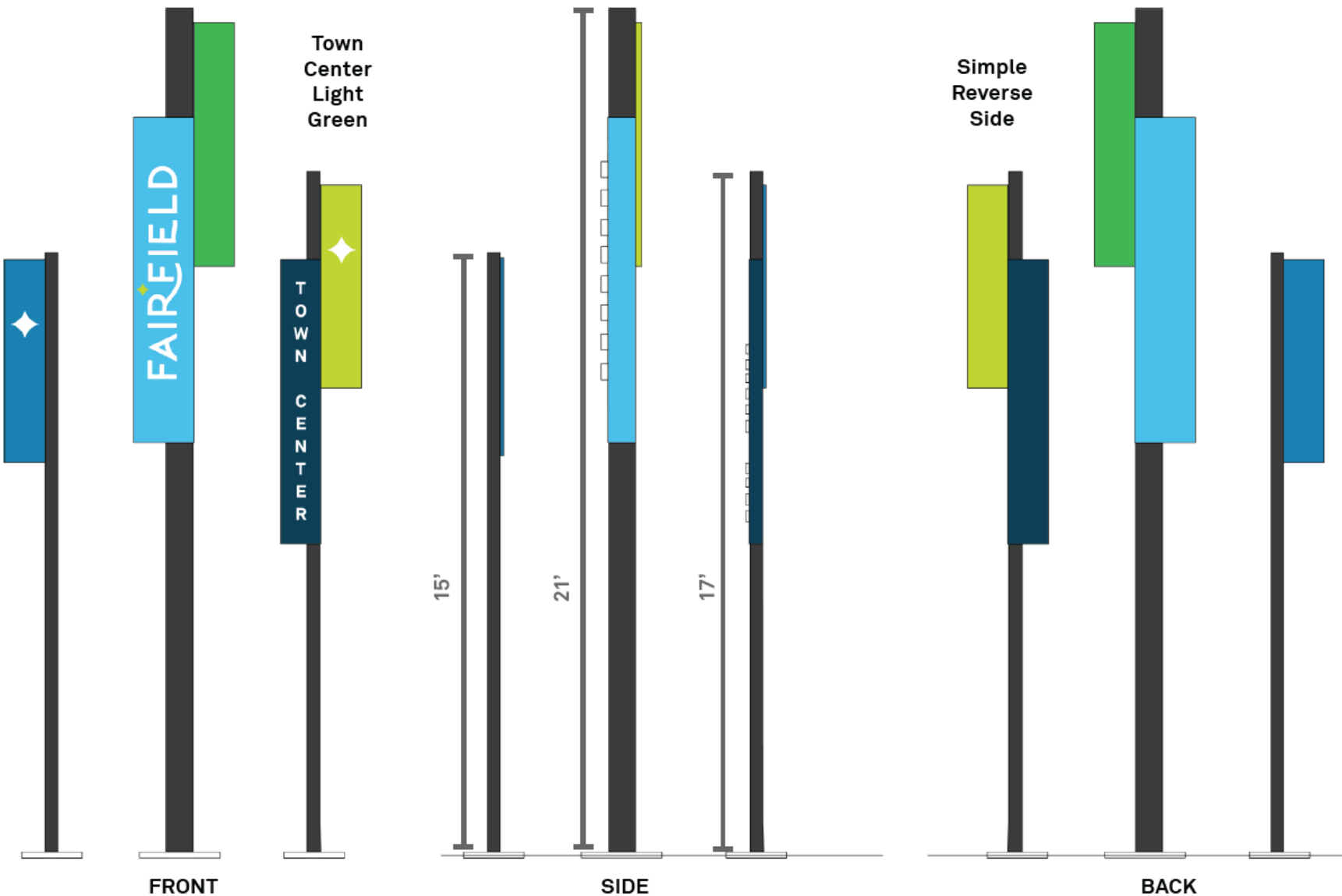
# Wayfinding & Signage Goals

- Strengthen identify of the Town Center
- Refresh existing signage with current City branding
- Set the stage for future placemaking and development





# Gateway Signs





# Gateway Signs

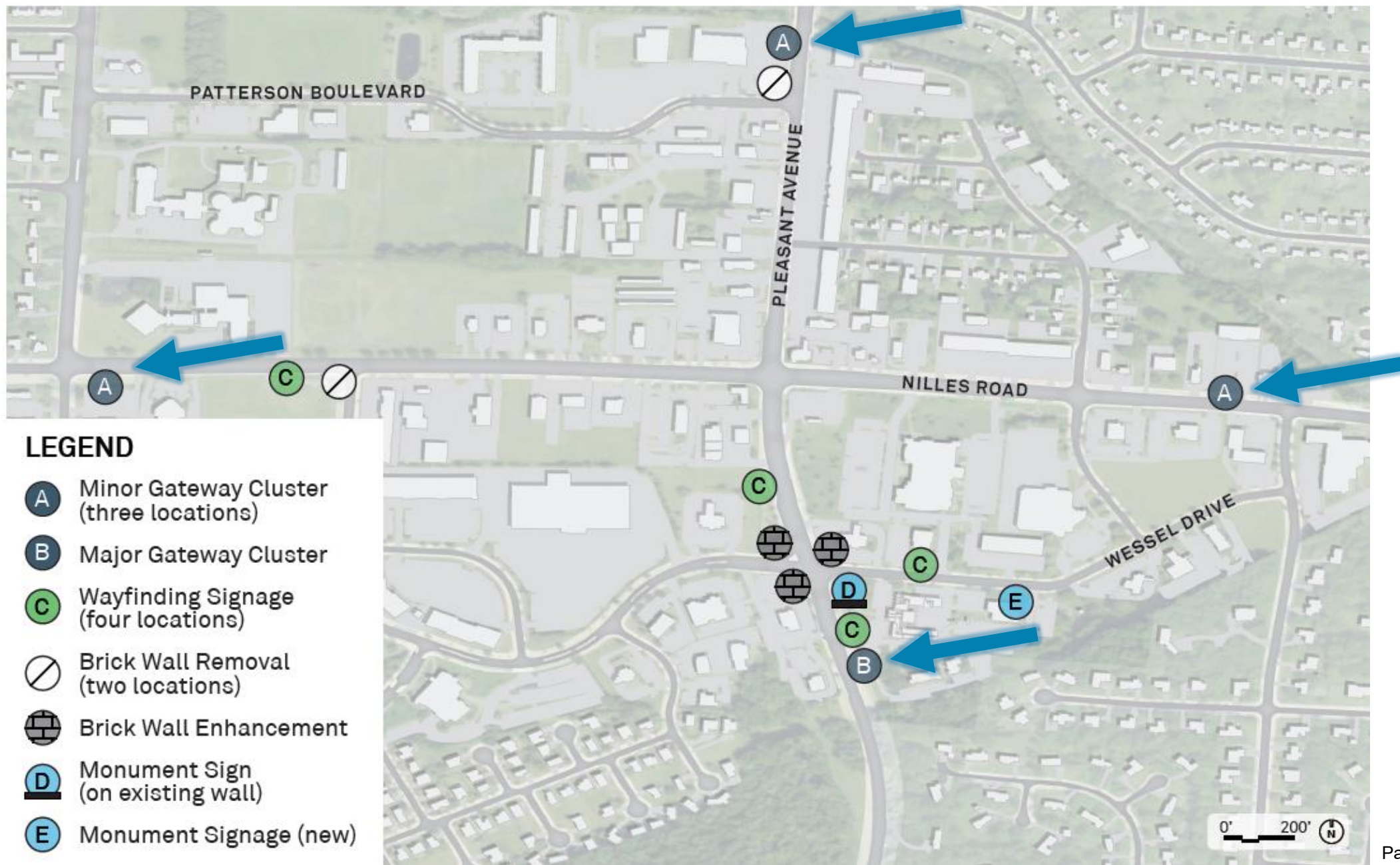


**Proposed Major Gateway**  
(South Pleasant Avenue)



**Proposed Minor Gateway**  
(North Pleasant Avenue)







# Wayfinding Signs

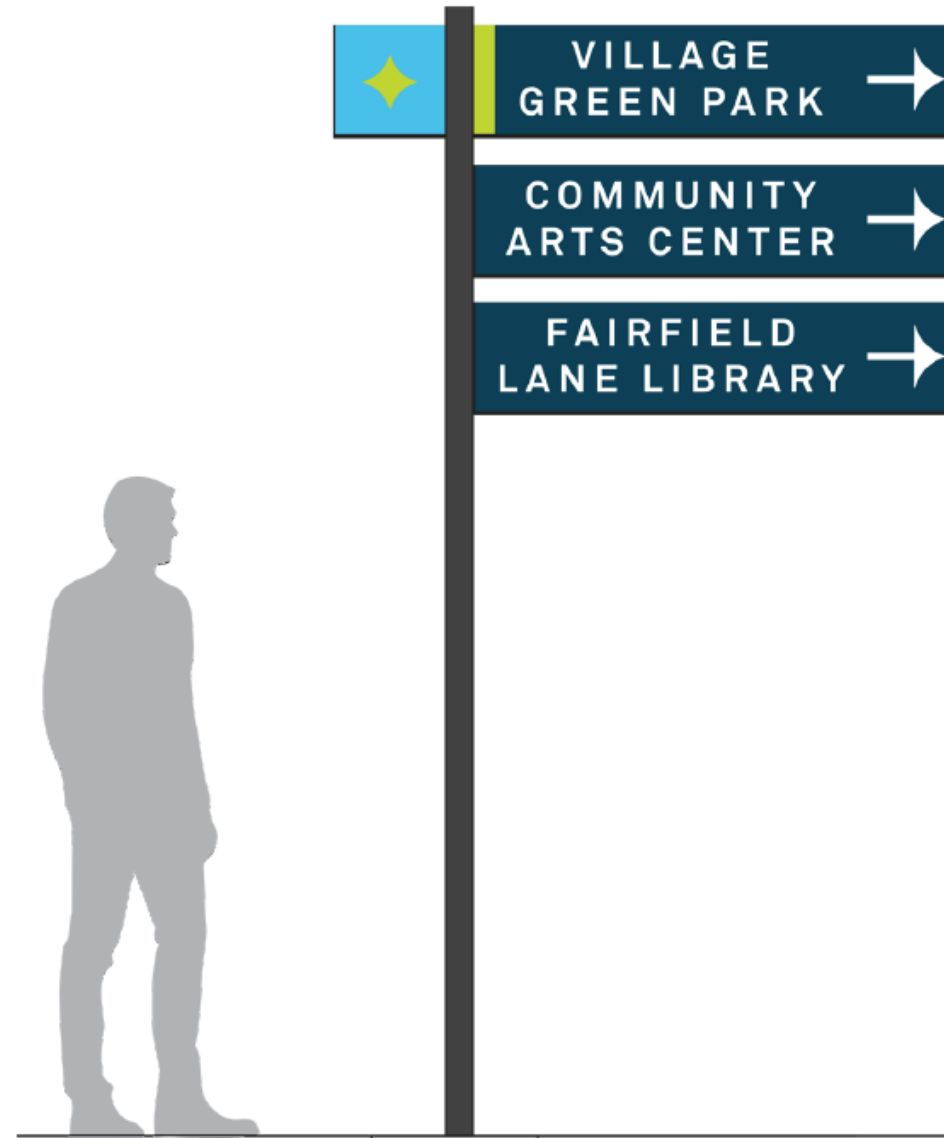


**Existing City Wayfinding**  
(Pleasant Avenue near Wessel Drive)

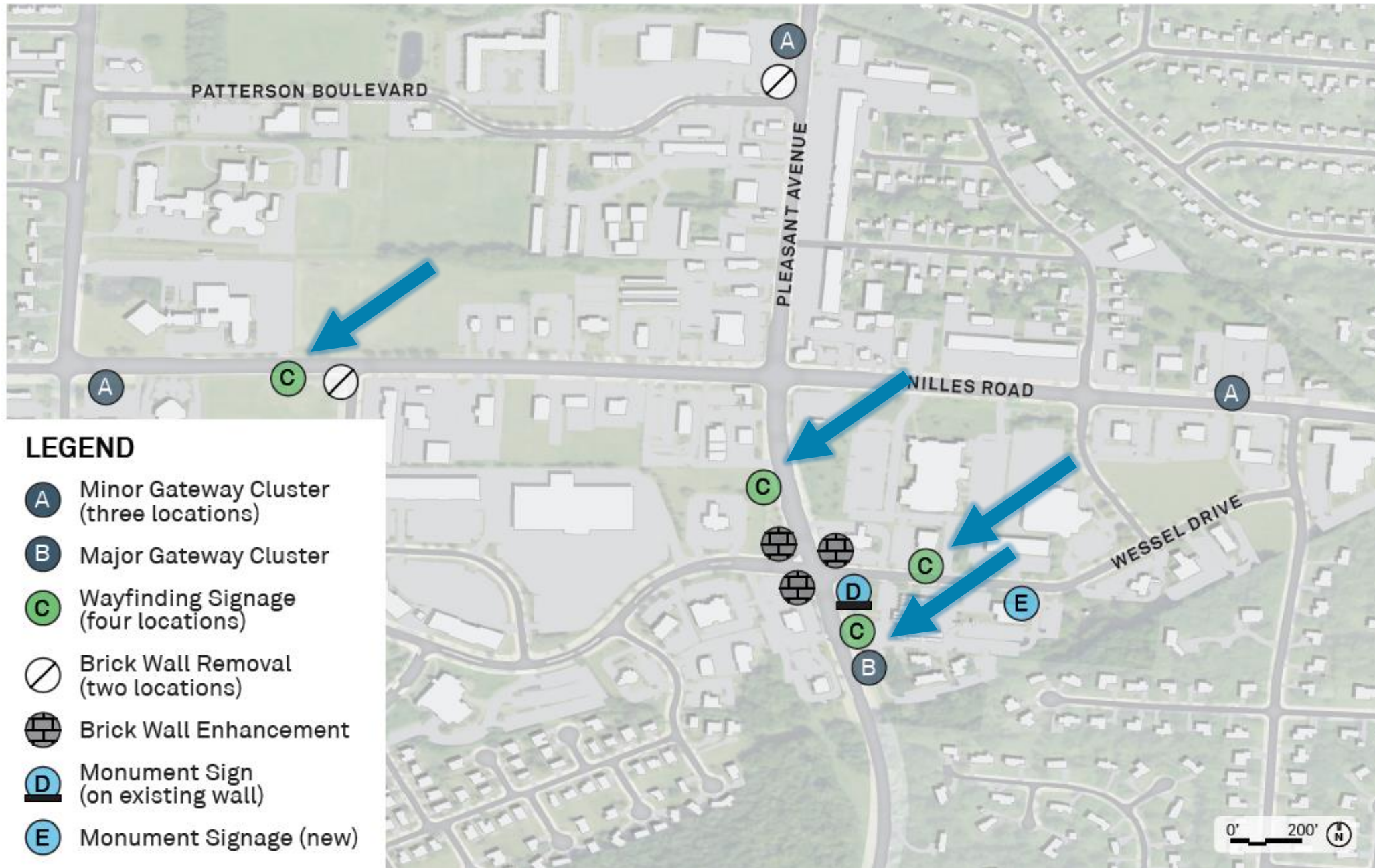


**Existing County Wayfinding**  
(Pleasant Avenue near Wessel Drive)

# Wayfinding Signs









# Municipal Complex Signs



**Existing Municipal Building Sign**

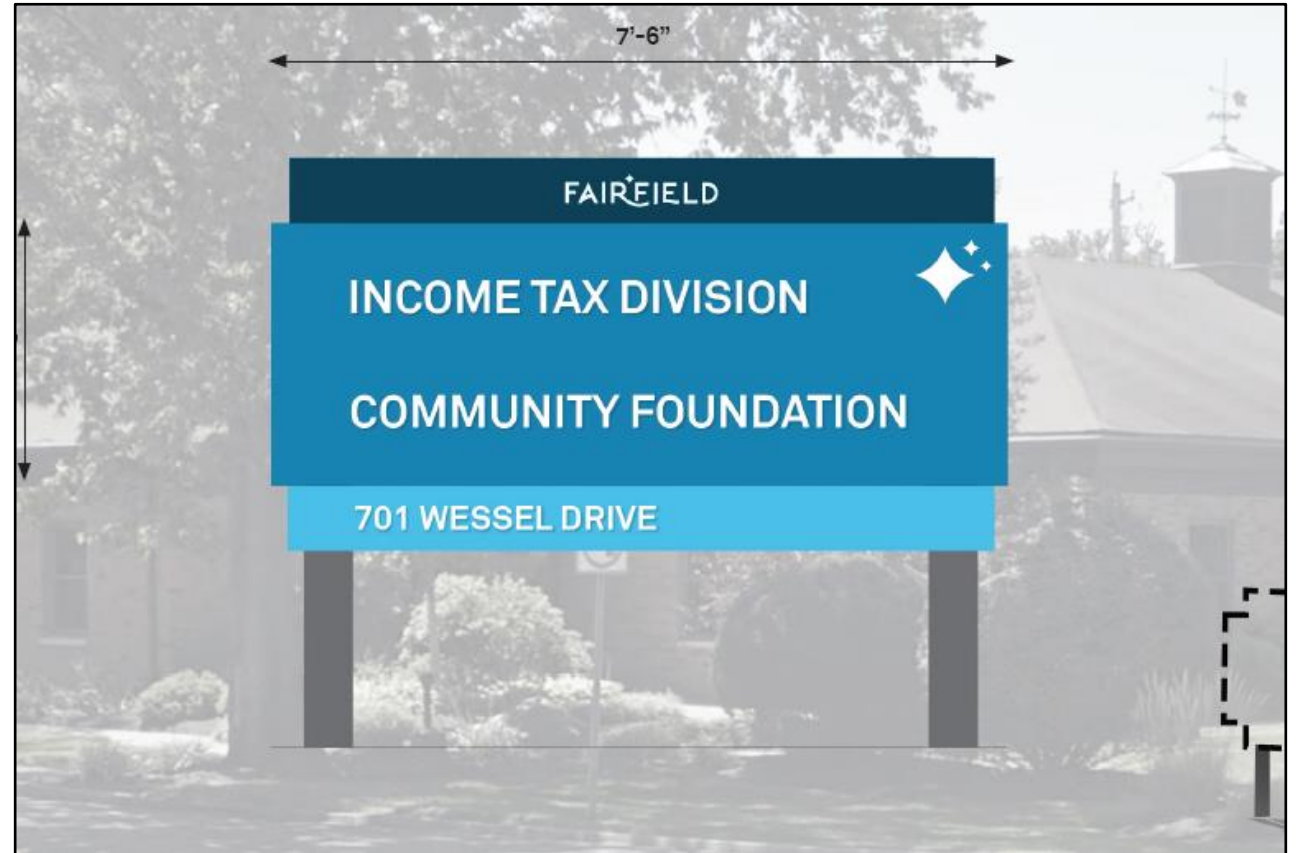


**Proposed Municipal Building Sign**

# Municipal Complex Signs



Existing Municipal Annex Sign



Proposed Municipal Annex Sign



# Monument Signs



**Existing Brick Monument Sign  
(NE Corner of Pleasant & Wessel)**



**Proposed Brick Landscape Background**



# Monument Signs

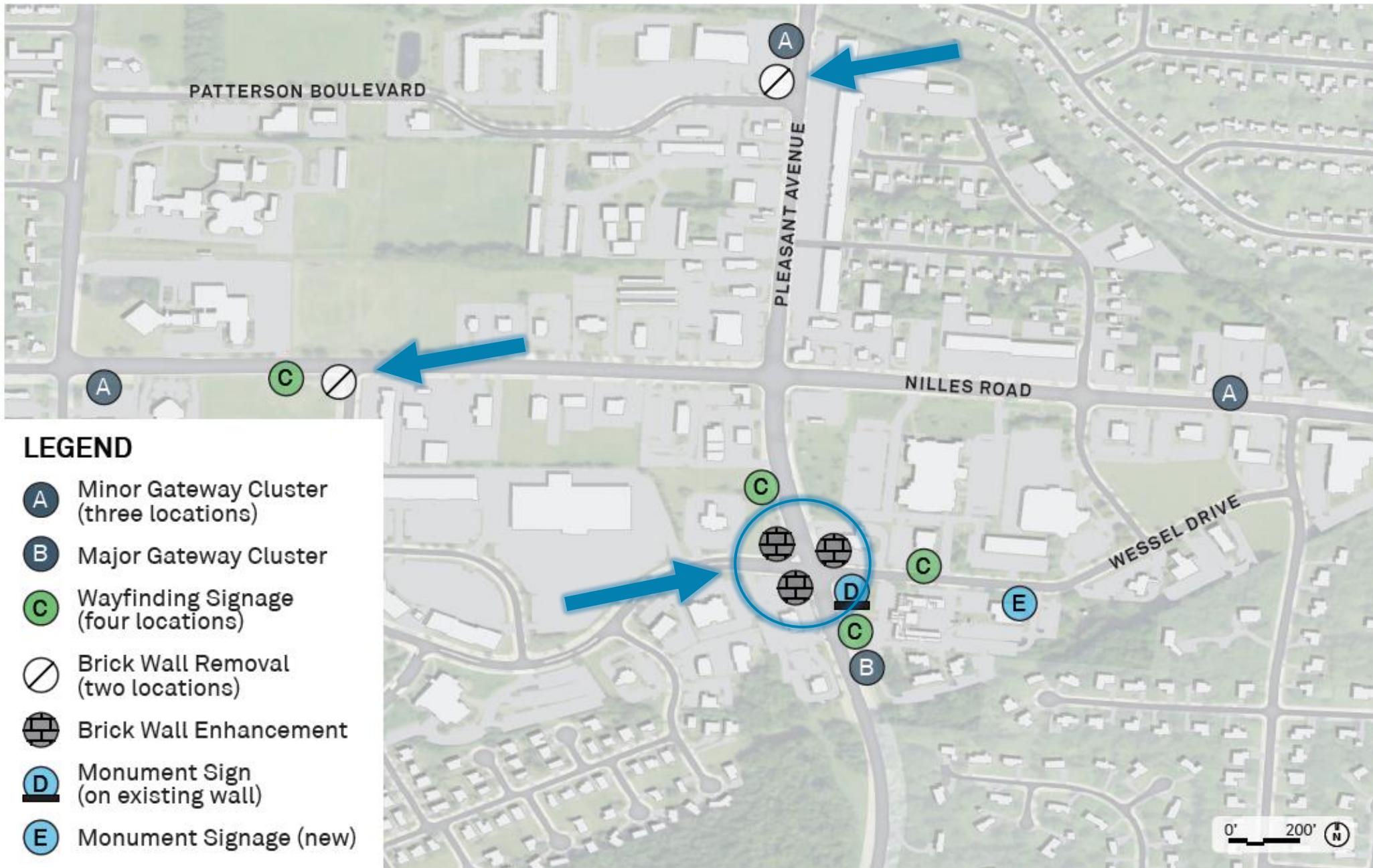


**Existing Brick Monument Signs  
(Western Corners of Pleasant & Wessel)**



**Proposed Brick Landscape Backgrounds**







### 3. Future Opportunities



# Private Development



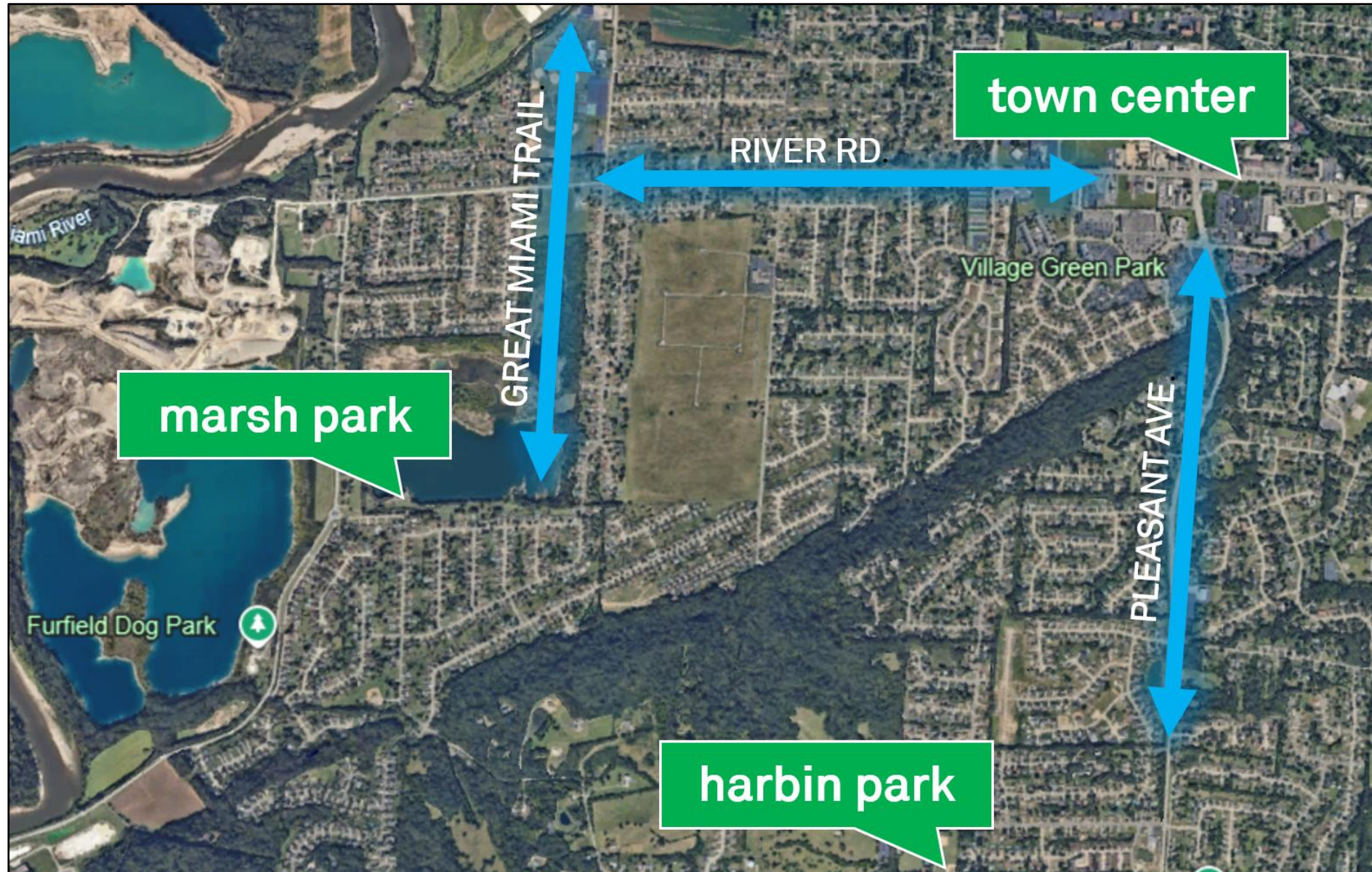
**Bank of America  
(780 Nilles Road)**



**Wessel & Sandy Land Site  
(730 Wessel Drive)**



# Connectivity





# Fairfield City Square



**5127 Pleasant Avenue**



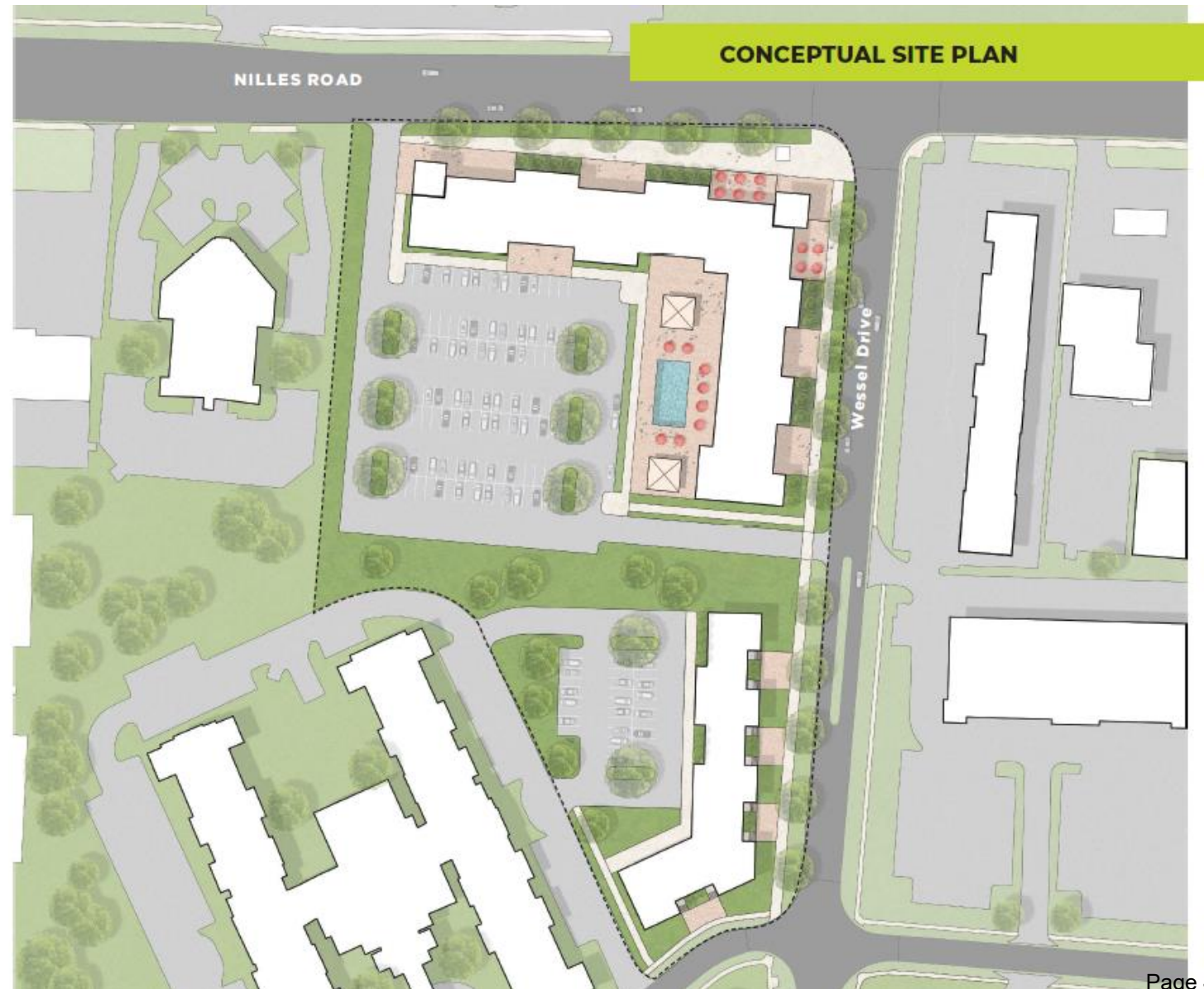
# Wellfield Site



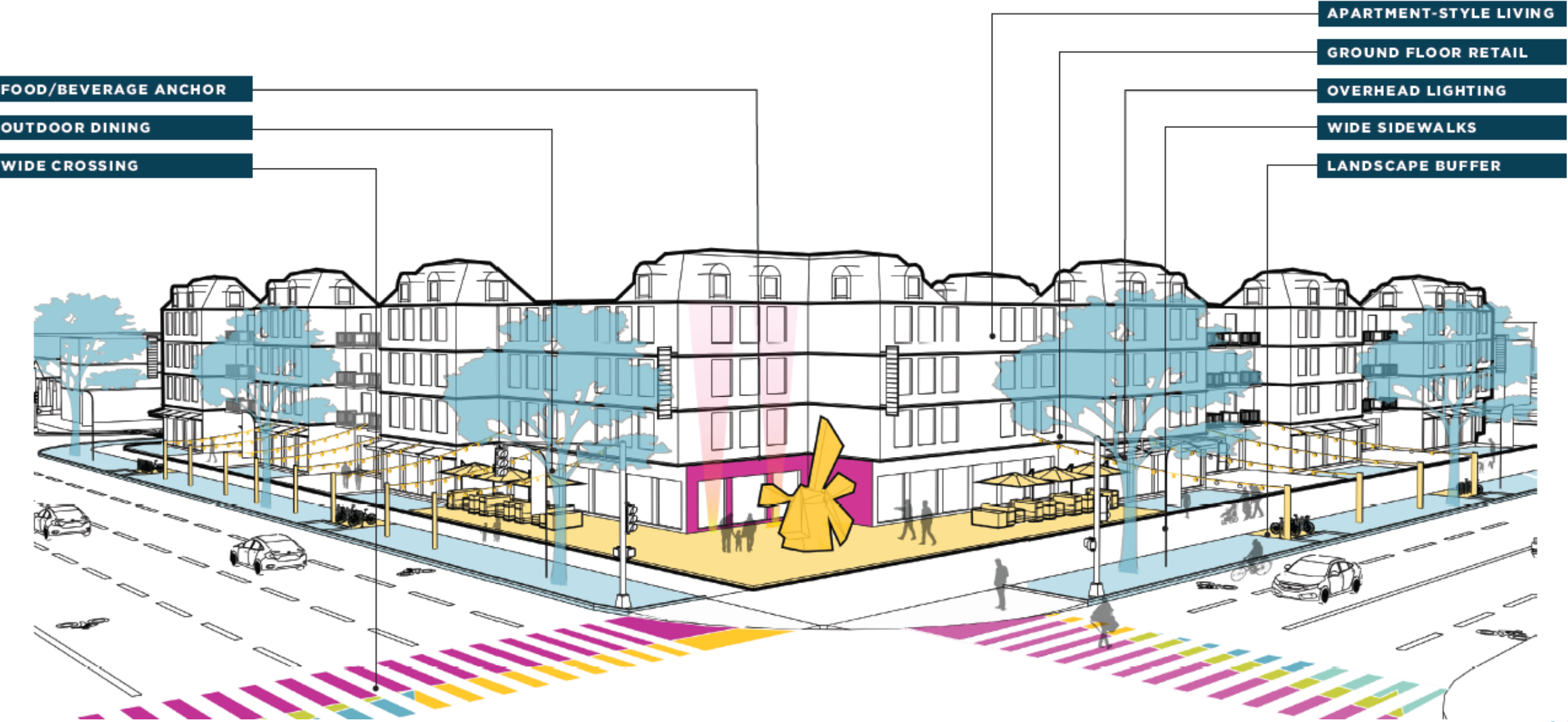
## WELLFIELD SITE DEVELOPMENT

Adjacent to the walkable Village Green and at the intersection of Wessel and Nilles is an underutilized parcel currently owned by the City of Hamilton that would make an excellent mixed-use, public-private partnership development that anchors the Village Green area to the city center.

- Bring in new food and beverage options
- Provide attractive housing for young adults
- Extend the Village Green character north



# Wellfield Site





# Questions?





## 4. Flavors of Fairfield

# Flavors of Fairfield 2025



Mofongo City  
Dominican



Everest Kitchen  
Nepali & Indian



Pho District Cincy  
Vietnamese



Caruso's Ristorante  
Italian



The Plove  
Turkish/Uzbek



Trinity Diner  
African

# Flavors of Fairfield 2025



MAY 9 – AUG. 10





# Flavors of Fairfield 2025



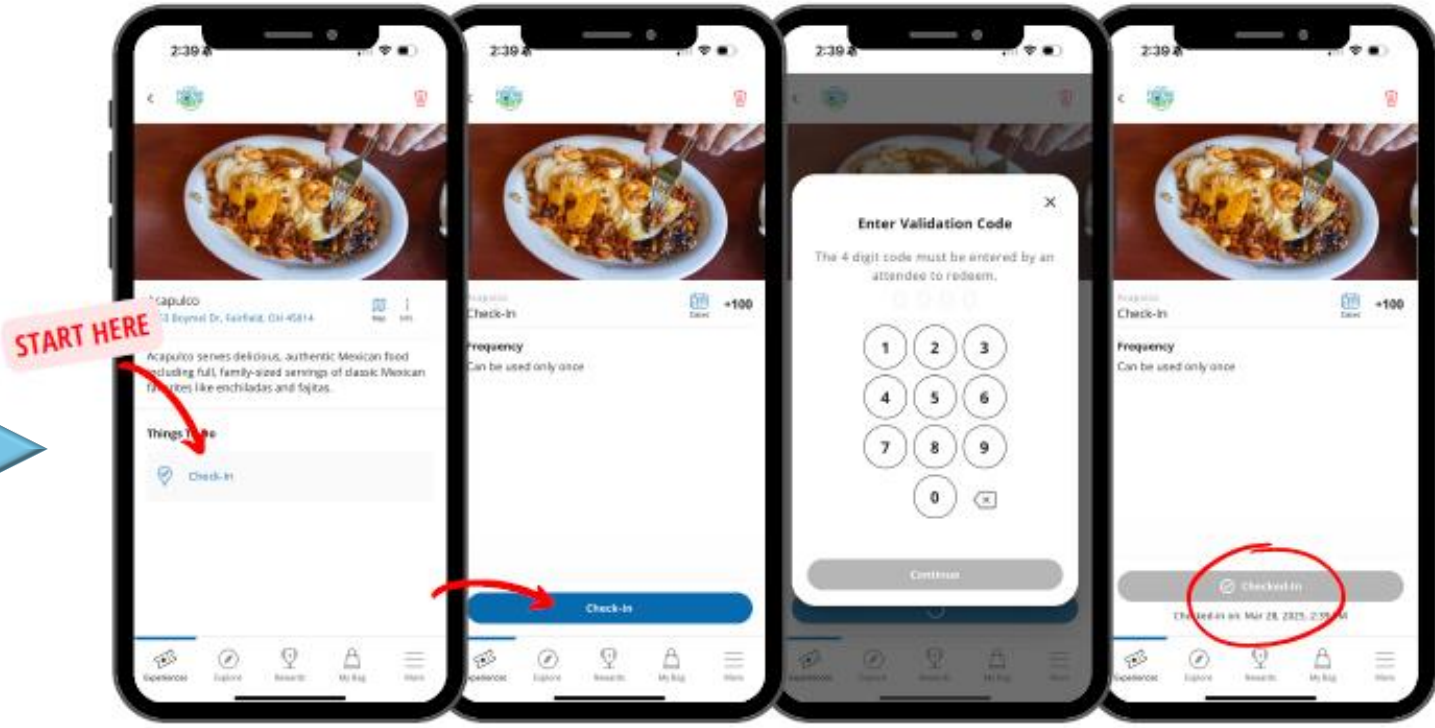
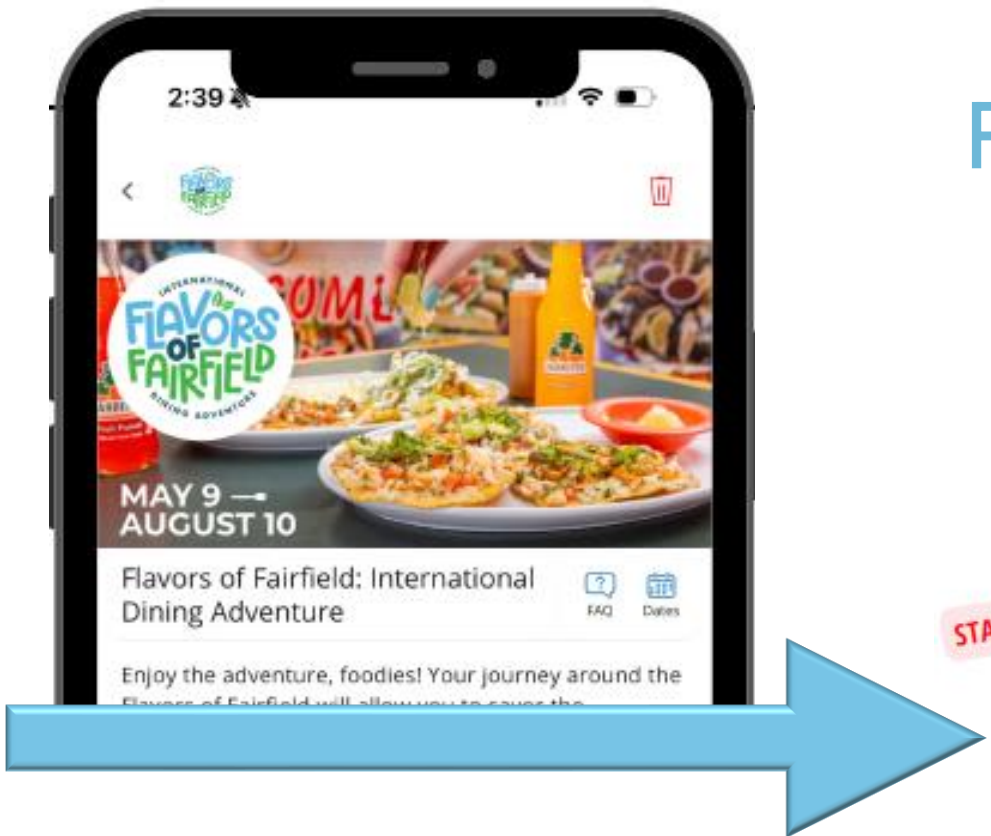
27 Restaurants  
& Bakeries



# Flavors of Fairfield 2025



FlavorsofFairfield.com





# Flavors of Fairfield 2025

## 4 CHECK-INS



## 8 CHECK-INS



Chance to Win





# Flavors of Fairfield 2025



MAY 9 – AUG. 10

[FlavorsofFairfield.com](https://FlavorsofFairfield.com)



**Thank You**



**City Council Communication  
Regular Meeting - May 27, 2025**

Submitted by: Steve Maynard, Police Chief  
Department: Police

**Subject:**

3D Crime Scene Scanner

**Legislation Title:**

Ordinance to authorize the City Manager to enter into a contract with Hexagon US Federal to purchase a Leica BLK360 G2 scanner and declaring an emergency.

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

**Recommendation:**

It is recommended that Council authorize the City Manager to enter into a contract with Hexagon US Federal to purchase a Leica BLK360 G2 scanner for the police department and declare an emergency.

**Discussion:**

Our current 3D scanner is outdated and out of warranty. Updating our scanner will allow for the continued accurate and timely processing of crime scenes and serious injury crash investigations.

**Financial Impact:**

\$49,832.00 from the Capital Improvement Fund Project 5PD03. GSA Contract 47QTCA18D003G.

**Emergency Provision:**

Yes, the replacement of our 3D mapping scanner ensures the timely and accurate processing of crime scenes and serious injury crash investigations.

**Rule Suspension Requested:**

Yes.

**ATTACHMENTS:**

1. Leica q
2. HEXAGON US FEDERAL-ORD





Hexagon US Federal  
301 Cochran Road  
Huntsville AL 35824  
[www.hexagonusfederal.com](http://www.hexagonusfederal.com)

Sales Quotation Q-01080 v1  
Expires 6/18/2025

**Prepared For**

Fairfield Police Department  
5230 Pleasant Avenue  
Fairfield OH 45014  
United States

**Customer POC:**

Ryan Fleenor  
rfleenor@fairfield-city.org  
(513) 829-8201

**Prepared By**

**Sales POC:**

Micah Bench  
micah.bench@hexagonusfederal.com  
(937) 270-9236

**Contracting POC:**

Tim Kirk  
tim.kirk@hexagonusfederal.com  
(443) 286-3003

GSA pricing. All products and services provided hereunder are subject to the terms and conditions of GSA Contract 47QTCA18D003G. Quotations shall remain valid and all prices quoted herein shall remain firm until the quotation expiration date. GSA prices are subject to change and could require an updated quote. Execution of this sales quotation shall be deemed acceptance of the GSA contract's terms and conditions.

BLK360 G2 System Kit, Reality Cloud  
Studio, & CCP

PN: 6018826 Leica BLK360 G2 with RCS Field Package Ready-to-operate for on-site operation and registration of BLK scans in the field. Including:  
1x Leica BLK360 G2 Laser Scanner (951110)  
1x GST29 BLK360 Tripod (853638)  
1x GVP735 BLK Mission Bag (879639)  
1x Cyclone Base Subscription (1yr) (5308150)  
1x Cyclone FIELD 360 BLK Ed. (1yr) (5311654)  
1x RC Studio, 1TB Data Usage, 1yr Sub (5312305)

| Rates                                                    | Part Number            | Product                                  | Qty | Unit Price  | Customer Total |
|----------------------------------------------------------|------------------------|------------------------------------------|-----|-------------|----------------|
| OpMkt                                                    | LGM.P.6018826          | BLK360 G2 Field Pack with RCS            | 1   | \$0.00      | \$0.00         |
| GSA                                                      | LGM.P.95111010.66.CG   | BLK360 G2 Laser Scanner                  | 1   | \$22,416.27 | \$22,416.27    |
| OpMkt                                                    | LGM.P.853638.10.66.CG  | GST29 BLK360 Tripod                      | 1   | \$460.00    | \$460.00       |
| OpMkt                                                    | LGM.P.879639.10.66.CX  | BLK2GO Mission Bag                       | 1   | \$225.00    | \$225.00       |
| GSA                                                      | LGM.P.5308150.13.66.CD | Reality Capture Subscription base (1yr)  | 1   | \$50.18     | \$50.18        |
| OpMkt                                                    | LGM.P.5311654.20.66.CD | Cyclone FIELD 360 (BLK Edition)          | 1   | \$1,230.00  | \$1,230.00     |
| OpMkt                                                    | LGM.P.5312305.13.65.KI | RC Studio, 1TB Data, 1yr hxdr.com/tos    | 1   | \$4,000.00  | \$4,000.00     |
| GSA                                                      | LGM.M.6017503          | 1 yr BLK360 G2 Laser Scanner CCP Blue    | 1   | \$777.73    | \$777.73       |
| OpMkt                                                    | LGM.M.5311290.14.66.CG | 1yr BLK360 G2 Laser Scanner Hardw. Maint | 1   | \$0.00      | \$0.00         |
| OpMkt                                                    | LGM.M.5311298.60.66.CG | 1yr BLK360 G2 Laser Scan. Customer Supp. | 1   | \$0.00      | \$0.00         |
| BLK360 G2 System Kit, Reality Cloud Studio, & CCP TOTAL: |                        |                                          |     |             | \$29,159.18    |

Cyclone Register 360 PLUS (BLK Ed)  
Permanent Software w. CCP

| Rates                                                               | Part Number           | Product                                  | Qty | Unit Price | Customer Total |
|---------------------------------------------------------------------|-----------------------|------------------------------------------|-----|------------|----------------|
| GSA                                                                 | LGM.P.979839.20.66.CD | Cyclone REGISTER 360 PLUS (BLK Ed) Perm. | 1   | \$4,474.06 | \$4,474.06     |
| GSA                                                                 | LGM.M.6018137         | Cycl.REG 360 PLUS (BLK360 Edit.) CCP 1yr | 1   | \$848.82   | \$848.82       |
| Cyclone Register 360 PLUS (BLK Ed) Permanent Software w. CCP TOTAL: |                       |                                          |     |            | \$5,322.88     |



Hexagon US Federal  
301 Cochran Road  
Huntsville AL 35824  
[www.hexagonusfederal.com](http://www.hexagonusfederal.com)

Sales Quotation Q-01080 v1  
Expires 6/18/2025

Map360 Pro Permanent with CCP

| Rates                                | Part Number           | Product              | Qty | Unit Price | Customer Total |
|--------------------------------------|-----------------------|----------------------|-----|------------|----------------|
| GSA                                  | LGM.P.916318.20.66.CD | MAP360 Pro Permanent | 1   | \$5,561.21 | \$5,561.21     |
| GSA                                  | LGM.M.6015993         | MAP 360 Pro CCP 1yr. | 1   | \$1,459.95 | \$1,459.95     |
| Map360 Pro Permanent with CCP TOTAL: |                       |                      |     |            | \$7,021.16     |

Smart Deluxe Training Plan

| Rates                             | Part Number            | Product                               | Qty | Unit Price | Customer Total |
|-----------------------------------|------------------------|---------------------------------------|-----|------------|----------------|
| GSA                               | LGM.T.6017429          | 1 Year TLS SMART Plan Deluxe          | 1   | \$8,128.56 | \$8,128.56     |
| OpMkt                             | LGM.P.5311237.60.66.CB | Unlim. Viewing Pre-Record Mat.        | 1   | \$0.00     | \$0.00         |
| OpMkt                             | LGM.P.5311241.60.66.CB | Unlim. Mtly. Live Virt. Clsrm. 6+ Psn | 1   | \$0.00     | \$0.00         |
| OpMkt                             | LGM.P.5311242.60.66.CB | Training Licensing                    | 1   | \$0.00     | \$0.00         |
| OpMkt                             | LGM.T.5311247.60.66.CB | 2 Days On-site Training               | 1   | \$0.00     | \$0.00         |
| Smart Deluxe Training Plan TOTAL: |                        |                                       |     |            | \$8,128.56     |

Estimated Shipping

| Rates                     | Part Number | Product | Qty | Unit Price | Customer Total |
|---------------------------|-------------|---------|-----|------------|----------------|
| OpMkt                     | FRTMGS      | Freight | 1   | \$200.00   | \$200.00       |
| Estimated Shipping TOTAL: |             |         |     |            | \$200.00       |

|                    |  |  |  |  |
|--------------------|--|--|--|--|
| TOTAL: \$49,831.78 |  |  |  |  |
|--------------------|--|--|--|--|

Period of performance (POP) dates for all subscription and maintenance line items are 8/15/2025 - 8/14/2026. Period of Performance (POP) dates are an estimate based on the expected contract award date and will be adjusted upon receipt of award to reflect actual dates.

Ship To

Fairfield Police Department  
5230 Pleasant Avenue  
Fairfield, OH 45014  
United States  
Attn: Ryan Fleenor  
Tel: (513) 829-8201  
Email: rfleenor@fairfield-city.org

Bill To

Fairfield Police Department  
5230 Pleasant Avenue  
Fairfield, OH 45014  
United States  
Attn: Ryan Fleenor  
Tel: (513) 829-8201  
Email: rfleenor@fairfield-city.org

Billing Information

Any freight or shipping line items in the quote are estimated. Actual freight/shipping costs will be added to the final invoice. Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the customer and will appear on the final invoice. If the customer is exempt from sales tax, please send the required tax exemption documents immediately to hexusfed-ordersall@hexagonusfederal.com.



**Hexagon US Federal**  
301 Cochran Road  
Huntsville AL 35824  
[www.hexagonusfederal.com](http://www.hexagonusfederal.com)

**Sales Quotation Q-01080 v1**  
Expires 6/18/2025

Invoices for this order will be emailed automatically from [hexusfed-ordersall@hexagonusfederal.com](mailto:hexusfed-ordersall@hexagonusfederal.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.





**Hexagon US Federal**  
301 Cochran Road  
Huntsville AL 35824  
[www.hexagonusfederal.com](http://www.hexagonusfederal.com)

**Sales Quotation Q-01080 v1**  
Expires 6/18/2025

**By signing this agreement, I certify that I am authorized to sign on behalf of the customer and agree to the terms and conditions of this sales quotation and any documents incorporated herein.**

**Customer**

**Hexagon US  
Federal, Inc.**

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Remit To Email: [orders@hexagonusfederal.com](mailto:orders@hexagonusfederal.com)  
Payment Terms: Net 30  
Hexagon US Federal: Large Business  
DUNS 963395368 / 96-339-5368  
CAGE Code: 63CL1  
SAM UEI: PK35MEQEASD5

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A  
CONTRACT WITH HEXAGON US FEDERAL TO PURCHASE A LEICA BLK360  
G2 SCANNER 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 Hexagon US  
Federal to purchase a Leica BLK360 G2 scanner in accordance with the proposal  
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 replacement of our 3D mapping scanner ensures the timely and  
accurate processing of crime scenes and serious injury crash investigations;  
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 27, 2025**

Submitted by: Tom Lakamp, Fire Chief  
Department: Fire

**Subject:**

Amendment of Section 145.06 of the City of Fairfield Codified Ordinances to establish and collect charges for Non-Emergency Medical Services Transport.

**Legislation Title:**

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 145.06, the City of Fairfield, Ohio relative to Non-Emergency Medical Services Transport.

- Legislation - First Readings

**Recommendation:**

It is recommended that City Council adopt an ordinance to amend Chapter 145 Section 145.06 of the Codified Ordinances to establish and collect charges for non-emergent EMS transport.

**Discussion:**

Repeated non-emergent medical transport from a business renders an advanced life support medic unit unavailable for critical responses throughout the city and places a financial burden on the department. The fire department seeks to offset this cost by charging an additional fee to the business for non-emergent transport.

**Financial Impact:**

None

**Emergency Provision:**

*No - First reading*

**Rule Suspension Requested:**

No

**ATTACHMENTS:**

1. SECTION 145.06-ORD
2. Exhibit A-145.06



ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 145.06, THE CITY OF FAIRFIELD, OHIO RELATIVE TO NON-EMERGENCY MEDICAL SERVICES TRANSPORT.

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

Section 1. Section 145.06 of Chapter 145, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, is hereby amended to read as follows:

See attached Exhibit "A" which is incorporated herein by reference.

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\SECTION 145.06-ORD

## EXHIBIT "A"

### **145.06 EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES TRANSPORT CHARGES.**

(a) The City Manager or designee is hereby authorized to establish and collect charges for emergency medical services transport provided by the City of Fairfield Fire Department and/or its contractors from third parties who provide insurance or other reimbursement to residents and non-residents who receive such emergency medical service transport, including Basic Life Support (BLS); Advanced Life Support Services (ALS 1 + 2) and Ambulance Service Transport mileage for both ALS and BLS transports provided.

(b) The charges for emergency medical services transport established by the City Manager or designee shall be based upon the usual, reasonable and customary charges prevailing in the Southwestern Ohio area as well as the actual costs of providing the emergency medical services. The City Manager or designee is authorized to amend these charges on an annual basis and to consider the rate of inflation as determined by the U.S. Government in addition when making such amendments.

(c) Emergency medical service personnel will make reasonable efforts to obtain accurate information required by the third party billing company for billing purposes.

(d) The City Manager or designee will be authorized to write off or forgive any charges deemed to be uncollectable after reasonable efforts to collect such charges.

(e) **THE CITY MANAGER OR DESIGNEE IS HEREBY AUTHORIZED TO ESTABLISH AND COLLECT CHARGES AND MEDICAL SERVICE TRANSPORT MILEAGE FOR NON-EMERGENCY MEDICAL SERVICES TRANSPORT PROVIDED BY THE CITY OF FAIRFIELD FIRE DEPARTMENT FROM ANY BUSINESS THAT REQUESTS THAT THE CITY OF FAIRFIELD FIRE DEPARTMENT RESPOND FOR MORE THAN THREE (3) NON- EMERGENCY MEDICAL TRANSPORT SERVICES IN ANY CALENDAR YEAR.**

(f) **THE CHARGES FOR NON-EMERGENCY MEDICAL SERVICES TRANSPORT ESTABLISHED BY THE CITY MANAGER OR DESIGNEE SHALL BE BASED UPON THE USUAL, REASONABLE AND CUSTOMARY CHARGES FOR EMERGENCY MEDICAL SERVICES TRANSPORT PREVAILING IN THE SOUTHWESTERN OHIO AREA FOR PROVIDING THE NON-EMERGENCY MEDICAL SERVICES TRANSPORT SERVICES. THE CITY MANAGER OR DESIGNEE IS AUTHORIZED TO AMEND THESE CHARGES ON AN ANNUAL BASIS AND TO CONSIDER THE RATE OF INFLATION AS DETERMINED BY THE U.S. GOVERNMENT IN ADDITION WHEN MAKING SUCH AMENDMENTS.**

**(g) "NON-EMERGENCY MEDICAL SERVICES TRANSPORT" SHALL MEAN PATIENT TRANSPORT CONDUCTED BY THE CITY OF FAIRFIELD FIRE DEPARTMENT FOR PATIENTS WHO REQUIRE ONLY SUPPORTIVE OVERSIGHT OR ASSISTANCE WHILE IN TRANSIT, YET DO NOT NECESSITATE URGENT, INVASIVE, OR EMERGENT MEDICAL TREATMENT DURING TRANSPORT. ALTHOUGH NOT EXHAUSTIVE, NON-EMERGENCY MEDICAL TRANSPORT SERVICES INCLUDE TRANSPORTS FOR THE FOLLOWING REASONS:**

- OBSERVATION OR EVALUATION OF PATIENT CONDITIONS THAT ARE NOT IMMEDIATELY LIFE-THREATENING;**
- ASSESSMENT OR FOLLOW-UP ON LABORATORY FINDINGS;**
- LAB DRAWS OR OTHER DIAGNOSTIC PROCEDURES;**
- EVALUATION OF INJURIES OR SYMPTOMS THAT HAVE BEEN PRESENT FOR MORE THAN EIGHT (8) HOURS WITHOUT ANY ALTERATION IN THE PATIENT'S LEVEL OF CONSCIOUSNESS OR EVIDENCE OF CRITICAL VITAL SIGN CHANGES;**
- GENERALIZED WEAKNESS LASTING LONGER THAN TWENTY-FOUR (24) HOURS WITHOUT ACUTE DISTRESS OR EMERGENCY MEDICAL INDICATORS.**

**NON-EMERGENCY MEDICAL SERVICES TRANSPORT SERVICES ARE FURTHER CHARACTERIZED BY THE ABSENCE OF CRITICAL LIFE-SAVING INTERVENTIONS, INCLUDING, BUT NOT LIMITED TO, INTRAVENOUS (IV) CANNULATION, THE ADMINISTRATION OF EMERGENCY MEDICATIONS, THE PROVISION OF OXYGEN THERAPY BEYOND WHAT IS ROUTINELY PRESCRIBED TO A PATIENT, OR ANY OTHER ADVANCED LIFE SUPPORT PROCEDURES.**





**City Council Communication  
Regular Meeting - May 27, 2025**

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

**Subject:**

Resolution declaring the official intent and reasonable expectation of the reimbursement for the 2025 Winton Road Water Main Improvement Project as related to a 0% construction loan administered by the Ohio Public Works Commission (OPWC)

**Legislation Title:**

Resolution declaring the official intent and reasonable expectation of the City of Fairfield on behalf of the State of Ohio (the Borrower) to reimburse its Water Replacement and Improvement Fund (604) for the 2025 Winto Road Water Main Improvement CJ06AC with the proceeds of tax exempt debt of the State of Ohio and declaring an emergency.

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

**Recommendation:**

It is recommended that City Council adopt a resolution declaring the official intent and reasonable expectation of the reimbursement for the 2025 Winton Road Water Main Improvement Project.

**Discussion:**

The project loan agreement is for reimbursement of the 2025 Winton Road Water Main Improvement Project. This project will improve approximately 2,700 LF of public water main in this area by lining about 2,100 LF of pipe using a structural Cured In Place Pipe (CIPP). The CIPP lining will be installed within the existing 8" cast iron water main from John Gray Road to just north of the bridge near 6118 Winton Road. The remaining 600 LF of water main from 6118 Winton Road to the intersection of Winton and Mack would be abandoned in place and replaced with new 8" Class 53 ductile iron pipe encased in poly-wrap. This part of the project would be installed with conventional trench construction methods.

**Financial Impact:**

The estimated cost of the project is \$1,096,550.00. The project loan agreement between the State of Ohio, through the Ohio Public Works Commission (OPWC) provides a 0% interest loan for up to 71.1% (not to exceed \$728,600.00) of the project cost. The term of the loan is five (5) years. Funding for the remainder of the project has been included in the approved 2025-2029 Capital Improvement Program under project 5WT11, Distribution System Improvements. The

funding source is the Water Replacement and Improvement Fund, 604.

**Emergency Provision:**

Yes, emergency provisions are requested, so the resolution will be in effect by July 1 and in compliance with OPWC provisions.

**Rule Suspension Requested:**

Yes, emergency provisions are requested, so the resolution will be in effect by July 1 and in compliance with OPWC provisions.

**ATTACHMENTS:**

1. ResolutionOfIntent 2025 Winton Road Water Main Improvements
2. OPWC Project Agreement 2025 Winton Road Water Main Improvement
3. WATER REPLACEMENT AND IMPROVEMENT FUND-RES

RESOLUTION

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE City of Fairfield ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS Water Replacement and Improvement Fund (604) FOR THE 2025 Winton Road Water Main Improvement C J06AC WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

**BE IT RESOLVED** by the City of Fairfield on behalf of the State of Ohio that:

Section 1. The City of Fairfield reasonably expects to receive a reimbursement for the Public water main improvement of approximately 2,770 feet on Winton Road between John Gray and Mack as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.

Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$ 728,600.00.

Section 3. The Clerk of the City of Fairfield is hereby directed to file a copy of this Resolution with this City of Fairfield for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

Section 4. This City of Fairfield finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of this City of Fairfield and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Resolution adopted: \_\_\_\_\_, 20\_\_\_\_

The foregoing is a true and correct excerpt from the minutes of the meeting on \_\_\_\_\_, 20\_\_\_\_, of the City of Fairfield of Butler County showing the adoption of the resolution hereinabove set forth.

Clerk, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_



**Ohio Public Works Commission**  
**PROJECT LOAN AGREEMENT**  
**STATE CAPITAL IMPROVEMENTS PROGRAM**

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Loan Agreement (“Agreement”) is entered into on

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (“Director” or the “OPWC”), and

(“Recipient”), in respect of the Project named

as described in Appendix A of this Agreement (“Project”) to provide       % of the total Project cost (“Participation Percentage”), not to exceed \$

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID:

---

## RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. **DEFINITIONS AND GENERAL PROVISIONS.** The following words and terms as used in this Agreement shall have the following meanings.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

“Business Day” means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

“Capital Improvement Project” means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

“Chief Executive Officer” means the single office or official of the Recipient and as designated in Appendix A pursuant to Section V. A. or authorized designee as per written notification to the Director.

“Chief Fiscal Officer” means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section V. A, or authorized designee as per written notification to the Director.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

---

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section 164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written notification to the Director.



---

“Repayment Amount” means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a governmental unit, as used in Code Sections 141 and 148.

“Utility” means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE IN THE FORM OF A LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed

(\$ ), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note

---

shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

- D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.
- E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.
- F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.
- G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.
- H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:
  - 1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
  - 2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

- I. The Recipient agrees that each of the following shall be an event of default (“Event of Default”) under this Agreement:
  - 1. The Recipient fails to make any payment to the OPWC of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local

---

Subdivision Contribution.

2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.
- J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:
1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
  2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.
  3. The OPWC shall be released from all obligations to Recipient.
  4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.
- K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.
- L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.
- M. *Joint Funded Project with the Ohio Department of Transportation.* For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.
- III. **LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

---

IV. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.

V. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and
4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is



---

being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

- D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VI. **CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT.** The Recipient must comply with the following before receiving funds:

- A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
- B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VII. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT.** The Recipient represents warrants and covenants for the benefit of the Director as follows:

- A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of receipt.
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give

---

rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project – Qualified Service Contracts.

1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
  - a. *Qualified Service Contracts – Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:
    - b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
    - c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);
    - d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and

---

collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;

- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80% of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and
- j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:
  - (i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the Service Provider;
  - (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

- 
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

- 3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient’s right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm’s length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
  - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a “periodic fixed fee” means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (*e.g.*, the Consumer Price Index) and a “renewal option” means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or
  - (ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or



- 
- (iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or
  - (iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or
  - (v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or
  - (vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or
  - (vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of

---

the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

- d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;
- e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;
- f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and
- g. The Recipient and the Service Provider are not Related Parties.

- 4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

- 1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);
- 2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;
- 3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
- 4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

- 
- H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland “Anti-Kickback” Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
  2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
  3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
  4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
  5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
  6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
  7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- VIII. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director’s request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.
- IX. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to

---

facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

- X. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XI. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XII. **TERMINATION.** The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIII. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XIV. **SEVERABILITY.** If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XV. **ENTIRE AGREEMENT.** This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XVI. **CAPTIONS.** Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.
- XVII. **NOTICES.** Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other



---

party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

- XVIII. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XIX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds
- XX. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXI. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIII. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- XXIV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

---

All the above is agreed to and understood by the parties signed below. This Agreement for  
Project No. is effective as of the date first written above.

RECIPIENT

STATE OF OHIO  
Ohio Public Works Commission

---



Linda S. Bailiff, Director

---

## Appendix A

### Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of \_\_\_\_\_ . Construction is scheduled to begin \_\_\_\_\_ with completion by \_\_\_\_\_. The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.

- 2) *Project Administration Designation.* The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:

|                        |                                                                                                                     |
|------------------------|---------------------------------------------------------------------------------------------------------------------|
| _____ Finance Director | to act as the Chief Executive Officer;<br>to act as the Chief Fiscal Officer; and<br>to act as the Project Manager. |
|------------------------|---------------------------------------------------------------------------------------------------------------------|

- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

*Location:*

---

*Description:*



---

## Appendix B

### Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

- 1) *OPWC/Local Subdivision Participation Percentages:* For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of     % of the total Project Cost. The OPWC Participation Percentage shall be     % not to exceed \$     .
- 2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

#### Project Estimated Costs

- a) Engineering
- b) Construction Administration
- c) Right-of-Way
- d) Construction
- e) Permits, Advertising, Legal
- f) Construction Contingencies

---

Total Estimated Costs

---

#### Project Financial Resources

- a) Local Resources
  - In-kind/Force Account
  - Local Revenues
  - Public Revenue – ODOT/FHWA
  - Public Revenue – OEPA/OWDA
  - Public Revenue – Other

---

Total Local Resources

---

- b) OPWC Funds

---

Total Financial Resources

---

PROMISSORY NOTE

\$

---

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of \$ \_\_\_\_\_ or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of \_\_\_\_\_ years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in \_\_\_\_\_ County, Ohio. The Recipient represents that it has received all approvals from the necessary its legislative or authorizing body to execute and deliver this Note to the Lender.

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

\_\_\_\_\_  
Finance Director

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF FAIRFIELD ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS WATER REPLACEMENT AND IMPROVEMENT FUND (604) FOR THE 2025 WINTON ROAD WATER MAIN IMPROVEMENT CJ06AC WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO AND DECLARING AN EMERGENCY.

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

- Section 1. The City of Fairfield reasonably expects to receive a reimbursement for the public water main improvement of approximately 2,770 feet on Winton Road between John Gray and Mack as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$728,600.00.
- Section 3. The Clerk of the City of Fairfield is hereby directed to file a copy of this Resolution with this City of Fairfield for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.
- Section 4. This City of Fairfield finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of this City of Fairfield and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.
- Section 5. This Resolution 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 can enter into the Project Loan Agreement in accordance with program guidelines to ensure continuous operation of City water supply to residents; wherefore, this ordinance shall take effect immediately upon its passage.

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

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\WATER REPLACEMENT AND IMPROVEMENT FUND-RES





**City Council Communication  
Regular Meeting - May 27, 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: \$49,832 total (Detail: \$49,832 3D Crime Scene Scanner (Police))

- 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:**

\$49,832 from noted funding source.

**Emergency Provision:**

No

**Rule Suspension Requested:**

Yes

**ATTACHMENTS:**

1. CONTRACTUAL 5-27-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:

|              |                                                                     |                 |
|--------------|---------------------------------------------------------------------|-----------------|
| <b>From:</b> | <b>Unappropriated Capital Improvement Fund</b>                      | <b>\$49,832</b> |
| <b>To:</b>   | 40216025-253200 Capital Equipment<br>(3D Crime Scene Scanner SPD03) | \$49,832        |

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

|                |       |                           |
|----------------|-------|---------------------------|
| Passed         | _____ | _____                     |
|                |       | _____<br>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 27, 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: \$66,708 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:**

\$66,708 from noted funding source.

**Emergency Provision:**

*No*

**Rule Suspension Requested:**

Yes

**ATTACHMENTS:**

1. NONCONTRACTUAL 5-27-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:

|              |                                                                                                                       |                 |
|--------------|-----------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>From:</b> | <b>Unappropriated Capital Improvement Fund</b>                                                                        | <b>\$25,000</b> |
| To:          | 40216025-252000 Improvements other than Building<br><i>(Infrastructure Upgrade for Telecom Rooms 5CM01)</i>           | \$25,000        |
| <b>From:</b> | <b>Unappropriated Water Surplus Fund</b>                                                                              | <b>\$9,723</b>  |
| To:          | 60516024-241200 Non Capital Equip/Furnishing<br><i>(Water Division-Instrumentation Lime Silo Level Sensors 5WT02)</i> | \$9,723         |
| <b>From:</b> | <b>Unappropriated Recreation Facilities Fund</b>                                                                      | <b>\$31,985</b> |
| To:          | 64051124-241200 Non Capital Equip/Furnishing<br><i>(Replacement Shade Structure-Pool Upgrades 5RC06)</i>              | \$1,900         |
| To:          | 64051125-252000 Improvements other than Building<br><i>(Replacement Shade Structure-Pool Upgrades 5RC06)</i>          | \$30,085        |

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

|                |       |                           |
|----------------|-------|---------------------------|
| Passed         | _____ | _____                     |
|                |       | _____<br>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\NONCONTRACTUAL 5-27-ORD



**City Council Communication  
Regular Meeting - May 27, 2025**

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

**Subject:**

Water Division-Instrumentation Lime Silo Level Sensors

**Legislation Title:**

\$9,723 Water Division-Instrumentation Lime Silo Level Sensors (Public Utilities)

**Recommendation:**

It is recommended that the city council authorize an appropriation in the amount of \$9,723 for the purchase of instrumentation level monitoring equipment for the Water Treatment Plant.

**Discussion:**

Lime is a chemical used in the water-softening phase of the treatment process. Lime purchasing is a major expense of the water treatment process. The addition of level sensors on the lime silos will allow us to monitor lime levels for the purpose of optimizing usage in treatment process.

**Financial Impact:**

An appropriation in the amount of \$9,723 is being requested for the purchase of level monitoring equipment at the water treatment plant.

Funding for this project was approved in the 2025-2029 Capital Improvement Program (CIP) under project #5WT02, Instrumentation Replacement Program. The funding source is the Water Surplus Fund, 605.

**Emergency Provision:**

*No*

**Rule Suspension Requested:**

No

**ATTACHMENTS:**

1. VEGA Level Monitoring

Quote No. 4199629/0



VEGA Americas, Inc. \*3877 Mason Research Pkwy\* Mason \* OH 45036 \* USA

City of Fairfield Municipal Wastewater Treatment Facility  
Mr. Jeremy Hamel  
Public Utilities Superintendent  
4799 Groh Ln  
Fairfield OH 45014-2341

Technical Specialist: Julian Harris  
Phone: 513 272 4265  
E-mail: j.harris@vega.com  
Date: 05/07/25  
Quote Validity: 07/06/25

**Customer Reference: RFQ - VEGA RADAR**

The total for this quotation, not including shipping and handling, is **\$ 9,722.24**.

The lead time for the equipment is **three (3) business days after receipt of order**.

***\*All sales are final. The Buyer assumes responsibility for ensuring all specifications outlined below are correct for the Buyer's intended application.\****

***\*\*VEGA remains committed to delivering our products on-time whenever possible. However, ongoing challenges to the global supply chain may lead to delays in quoted delivery dates.\*\****

- Page 1/4 -

VEGA Americas, Inc.  
3877 Mason Research Pkwy  
Mason, OH 45036  
USA

Tel 513 272 0131  
Fax 513 272 0133  
americas@vega.com  
www.vega.com

US Remit to Address:  
VEGA Americas, Inc.  
PO Box 640162  
Cincinnati, OH 45264-0162  
US Bank  
SWIFT No: USBKUS44IMT  
ABA Routing No#042000013  
Account NO#821710100

Canadian Funds Remit To:  
VEGA Americas, Inc.  
Account #: 1002823  
Transit #: 01014, Bank #: 0003  
Wire Transfer:  
Royal Bank of Canada  
180 Wellington St. W  
Toronto, ON M5J 1J1  
SWIFT: ROYCCAT2

Euro Funds Remit To:  
VEGA Americas, Inc.  
Financial Institution - US Bank National  
Association  
SWIFT No: USBKUS44IMT  
Account No: 0300455948099

| Pos. | Quantity | Instrument Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Unit Price<br>USD | Total Price<br>USD |
|------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|
| 1    | 2        | <b>VEGAPULS 6X</b><br><b>Order Code: <a href="#">PS6X - 22A KWA</a></b><br><b>Radar sensor for continuous level measurement of all media</b><br><br><b>Application area</b><br>VEGAPULS 6X is a universal sensor for continuous level measurement of liquids and bulk solids under all process conditions. Due to its application-oriented configuration and setup, VEGAPULS 6X offers a reliable and economical solution for all level applications. Due to its variable antenna systems, it ensures maintenance-free operation in all applications.<br><br><b>Your benefit</b><br>- Application-oriented configuration enables a simple device selection<br>- Maintenance-free operation through non-contact measuring principle<br>- Exact measuring results independent of process conditions<br><br><div> <div>           Generation<br/>           Application<br/>           Radar technology<br/>           Process fitting<br/><br/>           Antenna version<br/>           Additional equipment<br/>           Material / Seal / Process temperature<br/>           Housing / Protection<br/>           Cable entry / Connection<br/>           Display/adjustment module PLICSCOM<br/>           Electronics<br/>           Explosion protection<br/><br/>           Functional safety SIL (IEC 61508)<br/>           IT security (IEC 62443-4-2)<br/>           Overfill protection (WHG/VLAREM/KVU)<br/>           Foodstuff/Pharmaceutical certificate<br/>           Ship approval (BV, RINA, ABS, DNV, CCS, ClassNK, LR, KR)<br/>           Second Line of Defense<br/>           Type label<br/>           Customer-specific settings<br/>           Max. measuring range<br/>           Operating instructions<br/>           Min. process pressure in bar<br/>           Max. process pressure in bar<br/>           Customs tariff number (HS code)         </div> <div>           2 : Second generation<br/>           S : Standard<br/>           W : 80 GHz technology<br/>           SD : Swivelling holder for bulk solids suitable for ASME B16.5, flange 4" 150lb, FF / 316/316L<br/>           C : with lens antenna<br/>           V : with rinsing connection and reflux valve<br/>           AA : PEEK / FKM (SHS FPM 70C3 GLT) / -40...+150°C<br/>           A : Aluminium single chamber / IP66/IP68 (0.2bar)<br/>           N : 1/2NPT / Blind plug<br/>           X : without display or adjustment module, standard cover<br/>           H : Two-wire 4 ... 20 mA/HART<br/>           XX : for Ex-free areas (CE, RCM); including Ordinary Location (c-FM-us, c-CSA-us)<br/><br/>           X : without<br/>           X : without<br/>           X : without<br/>           X : without<br/>           X : without<br/><br/>           X : without<br/>             : of foil<br/>             : No<br/>             : 393.700 ft<br/>             : without<br/>             : -1.000<br/>             : 3.000<br/>             : 90318080         </div> </div> | 4,408.80          | 8,817.60           |
| 2    | 2        | <b>VEGADIS 81</b><br><b>DIS81.FXIANNKAX</b><br><b>eID: <a href="#">US75095340</a></b><br><b>External display and adjustment unit for plics® sensors</b><br><br><b>Application area</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 452.32            | 904.64             |

| Pos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Quantity | Instrument Type | Unit Price<br>USD                                       | Total Price<br>USD |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|---------------------------------------------------------|--------------------|
| Continuation position: 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |                 | Carried over Value of Goods Net Page 2:                 | 9,722.24           |
| <p>The VEGADIS 81 is an external, digital display and adjustment unit for all plics® sensors. The instrument is mounted in a distance of up to 50 m away from the sensor where it is easily accessible. It is directly connected to the electronics of the sensor from which it is also powered.</p> <p>Your benefit</p> <ul style="list-style-type: none"> <li>- Measured value indication and sensor adjustment in an easily accessible position</li> <li>- Good readability of the display in clear text with graphic support (PLICSCOM)</li> <li>- Simple adjustment via 4 keys and clearly structured program guide</li> <li>- Optional possibility of a wireless adjustment with smartphone/tablet/PC as well as magnet pen adjustment through housing lid with window</li> </ul> |          |                 |                                                         |                    |
| Scope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |                 | F : USA                                                 |                    |
| Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |                 | X : for Ex-free area (incl. Ordinary Location approval) |                    |
| Electronics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |                 | I : Digital (I <sup>2</sup> C communication)            |                    |
| Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                 | A : Aluminium                                           |                    |
| Protection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                 | N : IP66/IP68 NEMA 6P (0.2bar)                          |                    |
| Cable entry / Connection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |                 | N : ½NPT / Blind plug                                   |                    |
| Indicating/adjustment module (PLICSCOM)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                 | K : mounted; with Bluetooth                             |                    |
| Mounting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |                 | A : for wall mounting with Aluminium or StSt housing    |                    |
| Certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |                 | X : No                                                  |                    |
| Operating instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |                 | : without                                               |                    |
| Customs tariff number (HS code)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |                 | : 85312020                                              |                    |
| Value of Goods Net USD:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                 |                                                         | 9,722.24           |

## Contact Information:

**Local Sales Contact**     **Joe Simmons**  
 Phone: 513 272 4037  
 E-mail: j.simmons@vega.com

**Technical Specialist**     **Julian Harris**  
 Phone: 513 272 4265  
 E-mail: j.harris@vega.com



Quote No. 4199629/0

Please submit all purchase orders to <orders.us@vega.com>

VEGA YOUR TRUSTED PRESSURE & LEVEL SUPPLIER  
Pressure sensors for any measurement challenge



VEGABAR 82 with  
abrasion-resistant ceramic cell

VEGADIF 85 for measurement  
in pressurized vessels

**PLICSCOM. Even easier to operate  
with Bluetooth**

The innovative PLICSCOM display  
and adjustment module is mounted  
directly on the sensor for measured  
value indication, adjustment and  
diagnostics.

www.vega.com

See our full pressure portfolio ▶



VEGA standard Terms and Conditions apply unless otherwise  
negotiated and accepted by an authorized VEGA  
representative.

<<https://www.vega.com/en-us/company/legal-notice>>

- Page 4/4 -

VEGA Americas, Inc.  
3877 Mason Research Pkwy  
Mason, OH 45036  
USA

Tel 513 272 0131  
Fax 513 272 0133  
americas@vega.com  
www.vega.com

US Remit to Address:  
VEGA Americas, Inc.  
PO Box 640162  
Cincinnati, OH 45264-0162  
US Bank  
SWIFT No: USBKUS44IMT  
ABA Routing No#042000013  
Account NO#821710100

Canadian Funds Remit To:  
VEGA Americas, Inc.  
Account #: 1002823  
Transit #: 01014, Bank #: 0003  
Wire Transfer:  
Royal Bank of Canada  
180 Wellington St. W  
Toronto, ON M5J 1J1  
SWIFT: ROYCCAT2

Euro Funds Remit To:  
VEGA Americas, Inc.  
Financial Institution - US Bank National  
Association  
SWIFT No: USBKUS44IMT  
Account No: 0300455948099



**City Council Communication  
Regular Meeting - May 27, 2025**

Submitted by: Lance Kennedy, IT Manager  
Department: City Manager's Office - CPO

**Subject:**

IT Division - Infrastructure Upgrade for Telecom Rooms

**Legislation Title:**

\$25,000 - Infrastructure Upgrade for Telecom Rooms (IT Division)

**Recommendation:**

Appropriation in the amount of \$25,000 to replace, update, and reorganize aging network cabling and associated components located in the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) areas across several connected city facilities. These updates are critical to ensuring the continued reliability, performance, and scalability of the city's IT network infrastructure.

**Discussion:**

The city's network infrastructure relies on structured cabling and networking equipment housed within designated (MDF and IDF) locations at each connected site. Over time, these components experience wear and degradation and increased demand on network performance. A recent assessment of infrastructure conditions across multiple sites identified disorganized, or degraded cabling and patch management in numerous MDF/IDF rooms. This not only poses a risk to network reliability, but also increases the time and cost of troubleshooting, reduces network performance, and increases the potential for outages or errors. Key justification for this project includes:

- **Age and Condition:** Many network cabling systems are nearing or beyond their recommended service life.
- **Performance and Reliability:** Updated cabling and structured layouts reduce latency, improve throughput, and ensure a stable network environment.
- **Compliance and Standards:** Aligning cabling with modern industry standards (e.g., TIA/EIA) ensures compliance and future-proofing the infrastructure.
- **Operational Efficiency:** Improved cable management simplifies maintenance, reduces downtime, and enables faster resolution of issues.

**Financial Impact:**

Appropriation in the amount of \$25,000 to replace, update, and reorganize aging network cabling and associated components located in the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) areas across several connected city facilities. Funding for these efforts was included in the 2025 Capital Improvement Plan (CIP) under project 5CM01 Network Infrastructure.

**Emergency Provision:**

Yes - An emergency provision is necessary without competitive bidding in order to avoid extended order fulfillment and scheduled installation time, and so that purchases and replacements can be made immediately.

**Rule Suspension Requested:**

Yes

**ATTACHMENTS:**

None



**City Council Communication  
Regular Meeting - May 27, 2025**

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

**Subject:**

Replacement Shade Structure-Pool Upgrades

**Legislation Title:**

\$31,985 - Aquatic Center Improvements (Parks & Recreation)

**Recommendation:**

It is recommended that the City Council authorize an appropriation of \$31,985 from the Capital Improvement Program for improvements at the pool, including a new shade structure, two new lifeguard chairs, and a replacement fence around the pool heaters.

**Discussion:**

These three projects will significantly enhance the Aquatic Center's functionality and overall visitor experience. Equipment and labor will be provided by local vendors per the attached quotes.

At present, the facility lacks a shade structure, making its replacement a top priority. Although the City sought additional quotes from two other companies for similar shade structures, no additional quotes could be obtained.

Additionally, the existing lifeguard chairs are due for replacement to maintain safety and operational effectiveness; and a new fence is needed to enclose the pool heater units.

Funding for these improvements is included in the 2025–2029 Capital Improvement Program under project CIP 5RC06.

**Financial Impact:**

\$31,985.00 from the Recreational Facility Fund as CIP 5RC06

**Emergency Provision:**

*No*

**Rule Suspension Requested:**

*No*

**ATTACHMENTS:**

1. Replacement Shade-Pool Upgrades







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

Date: April 2, 2025

## City of Fairfield

Rodney Jones

Fence Repair

**\* Base Bid:**

Quote to remove the exiting end post and we will replace it with new. We will jack hammer out the old podt and set the new one in concrete.

|                                                    |            |                   |
|----------------------------------------------------|------------|-------------------|
| <b>Total for the Above Delivered and Installed</b> | <b>L/S</b> | <b>\$2,919.00</b> |
|----------------------------------------------------|------------|-------------------|

**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](mailto:joe@sfence.com).

Sincerely,

*Joe Segbers* CAGSD

Estimator  
[joe@sfence.com](mailto:joe@sfence.com)  
513-617-2658.

**If Approved Please Sign Below and Email back**

X\_\_\_\_\_

4260 Dane Ave \* Cincinnati, OH 45223 \* Phone: (513) 681-3700 \* Fax: (513) 681-5487  
1500 Farr Drive \* Dayton, OH 45404 \* Phone (937) 898-7008 \* Fax (937) 898-0609  
Traffic Signals Lighting \* Phone (937) 424-3000



### Fairfield Aquatic Center

This Swimming Pool Renovation or Repair Agreement (the "Agreement") is made and entered into on this day May 13, 2025 (the "Effective Date"), by and between **SWIMSAFE POOL MANAGEMENT, INC.** ("SSPM"), an Ohio Corporation, and **Fairfield Aquatic Center** ("Client").

This offer will lapse if not executed by the Client and returned to SSPM within 30 days.

| <u>ITEMS</u>                                                                                        | <u>TOTAL</u> | <u>INITIALS</u> |
|-----------------------------------------------------------------------------------------------------|--------------|-----------------|
| Purchase two recycled plastic lifeguard chairs<br>30" Seat Height<br>Includes shipping and assembly | \$1,900      |                 |

Taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, or additional fees (if required) are not included in this proposal and will be billed upon completion.

Terms: Due upon receipt. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay per terms, an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue monthly interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity and shall not limit or create any obligation for election of same.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



Make all P.O.s, Contracts, and Checks to:  
**Penchura, L.L.C.**  
**889 S. Old US 23**  
**Brighton, MI 48114**

# Proposal

| Date     | Project # |
|----------|-----------|
| 5/9/2025 | 25-666-2  |

|                                                                               |
|-------------------------------------------------------------------------------|
| <b>Bill To</b>                                                                |
| City of Fairfield<br>Amanda Brock<br>5350 Pleasant Ave<br>Fairfield, OH 45014 |

|                                                                      |
|----------------------------------------------------------------------|
| <b>Ship To</b>                                                       |
| Fairfield Aquatic Center<br>2605 Augusta Blvd<br>Fairfield, OH 45014 |

| Customer Contact | Customer Phone | Customer Fax | Terms  | P.O. No. | Rep |
|------------------|----------------|--------------|--------|----------|-----|
|                  | 513-867-5350   |              | Net 20 |          | TO  |

| Item      | Description                                                                                            | Qty | Weight | Price     | Total     |
|-----------|--------------------------------------------------------------------------------------------------------|-----|--------|-----------|-----------|
| USA Shade | 4 Post HIP 401 Length 30 ft 0 in x Width 20 ft 0 in by 8 ft 0 in Entry. White posts, Royal Blue fabric | 1   |        | 9,580.00  | 9,580.00  |
| Labor     | Installation of shade structure, includes saw cutting out slab for new pier                            |     |        | 13,800.00 | 13,800.00 |
| Freight   | Freight                                                                                                |     |        | 3,785.00  | 3,785.00  |

Proposal good for 30 days.  
 Ship Via: common carrier  
 Delivery contact name and number: \_\_\_\_\_

Customer signature below constitutes a purchase order.

|                         |             |
|-------------------------|-------------|
| <b>Subtotal</b>         | \$27,165.00 |
| <b>Sales Tax (0.0%)</b> | \$0.00      |
| <b>Total</b>            | \$27,165.00 |

Credit Card fee of 3% on all payments using a CC.

AMX fee of 5% on all payments using AMX.

889 S. Old US 23, Brighton, MI 48114  
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529