

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**City of Fairfield City Council
Regular Meeting Agenda
Monday, June 9, 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 - Butler County EMA Presentation

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Councilmember Tim Meyers

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Police Department Oath of Office: Officers Ryan Hannon, Daniel Harper & Caleb Ake
2. Young Marines Proclamation
3. Joe Schwarz Proclamation

Citizen Comments

Council Reports

Public Hearing(s)

1. 2026 Tax Budget Public Hearing

Approval of Minutes

1. Regular Meeting Minutes - May 27, 2025
2. Special Meeting Minutes - June 3, 2025

Old Business

1. Public Safety - Councilmember Dale Paullus

- a. 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 - Second Reading

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

1. Community & Public Relations - Councilmember Gwen Brill

- a. Ordinance to amend Section 166.01 of Chapter 166 Sustainability Commission of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

- b. Simple Motion: Motion to appoint the following residents to the Fairfield Sustainability Commission effective June 9, 2025:

Lauren Duncan, partial term expires 3/31/26
Dona Canaan, partial term expires 3/31/26
Gayle Willis, partial term expires 3/31/27
Megan Lyons, partial term expires 3/31/27
Brendan McHugh, partial term expires 3/31/28
Alex Saurber, partial term expires 3/31/28
Jessica Bettridge, partial term expires 3/31/28

2. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute a Job Creation Incentive Economic Development Agreement with Meyer Tool, Inc. for the creation of new jobs and payroll on Quality Boulevard, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Ordinance to authorize the City Manager to enter into a Professional Services Contract with KZF Design, Inc. to update the comprehensive plan and declaring an emergency.

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

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into a design-build contract with Melink Solar for a 1.5 MWdc solar array at the City's Wastewater Treatment Plant, and declaring an emergency.

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

4. Finance & Budget - Councilmember Tim Meyers

- a. Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2026 and submitting the same to the Butler County Auditor and declaring an emergency.

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

- b. Ordinance to authorize the City Manager to enter into a contract with ComDoc for the purchase of desktop workstations and laptop equipment and declaring an emergency.

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

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

- Supplemental Appropriations

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

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

- Contractual Appropriations: \$3,380,500 total (Detail: \$75,000 Comprehensive Plan update (Development Services); \$205,500 Computer Equipment Update (IT Division); \$3,100,000 renewable energy project (Public Utilities))

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

- e. 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: \$270,415 total

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

\$151,000 Computing Equipment Refresh (multiple vendors; IT Division)

\$25,580 Wastewater Division-Manhole Rehab Project (Public Utilities)

\$11,340 Police Department Copier Refresh (IT Division)

\$5,000 Ross and Woodridge Roundabout – Right of Way Acquisition and Negotiation Services (Public Works)

\$8,500 Aquatic Center awning purchase and installation (Parks & Recreation)

\$53,703 Engineering Consultant for the Pleasant Avenue Multiuse Trail (Public Works)

\$15,292 Village Green Upgrades (Parks & Recreation)

Meeting Schedule

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

Monday, September 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

[MEET_FOOT]



Fairfield City Council
May 28, 2025

Public Hearing Notice

2026 Tax Budget

Two copies of the 2026 Tax Budget as to be tentatively adopted for the City of Fairfield of Butler County, Ohio, are on file in the office of the Clerk of Council of the City of Fairfield. These copies are for public inspection, and a Public Hearing on said Tax Budget will be held at the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio, on Monday, June 9, 2025, at 7:00 p.m.

Alisha Wilson
Clerk of Council

For insertion in the Journal News on May 30, 2025.

City of Fairfield Minutes
Regular Meeting of City Council
May 27, 2025

Council-Manager Briefing

6:00 PM - Parks & Recreation Operations Business Model

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

Staff members present: Scott Timmer, Adam Sackenheim, Mandi Brock, Chris Addison, Alisha Wilson, Laurie Murphy, John Clemmons, Diana Davenport, Tami Moore, Ben Mann, Steve Maynard and Tom Lakamp.

Assistant City Manager Sackenheim, Parks & Recreation Director Brock and Parks & Recreation Superintendent Addison presented the Parks & Recreation Business Model. See attached slides.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 07:03 PM.

Prayer/Pledge of Allegiance

Councilmember Kraft led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

Councilmember Besl, seconded by Councilmember Davidson, moved for an Executive Session to discuss pending or imminent litigation. Roll call vote. Motion carried 7-0.

Special Presentations

None.

Citizen Comments

None.

Council Reports

Councilmember Davidson announced the start of the fire hydrant flushing program. He also noted that the Memorial Day parade and speech by Mayor Rhodus were fantastic and the opening of the splash pad was great.

Councilmember Myers echoed Councilmember Davidson regarding Mayor Rhodus' Memorial Day speech. He also reported that the City's Finance Department received a Distinguished Budget Presentation Award from GFOA for budget documentation January 2025, meeting the highest principles of government budgeting. This is the highest form of recognition in governmental budgeting. He announced that the utility billing office has been moved to a new location in the front lobby to be more convenient for residents who make payments in person.

Councilmember Pennington reported that Public Works is finishing up a few projects from last year.

Councilmember Besl suggested that the City create a "tool library" for residents to use for home improvement. She announced the concert on Thursday evening at Village Green and the boaters club regatta on Saturday afternoon.

Mayor Rhodus reported that the Memorial Day parade is available on YouTube for anyone that didn't get to attend. He also mentioned that the splash pad opening was great.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - May 12, 2025

The Regular Meeting Minutes of May 12, 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 Kraft, moved to read all New Business by title only. Motion carried 7-0.

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.

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

Councilmember Paullus presented the first reading of this ordinance. Councilmember Dale Paullus, seconded by Leslie Besl, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Dale Paullus, seconded by Adam Kraft, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 73-25. APPROVED 7-0.

- 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.

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.

Councilmember Paullus presented the first reading of this ordinance.

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 Winton Road Water Main Improvement CJ06AC with the proceeds of tax exempt debt of the State of Ohio and declaring an emergency.

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.

Councilmember Davidson presented the first reading of this resolution. 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 Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

RESOLUTION NO. 6-25. APPROVED 7-0.

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))

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Matt Davidson, moved to suspend second and third readings. Motion carried Yes 7, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion carried Yes 7, No 0, Abstained 0.

ORDINANCE NO. 74-25. 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.”
- Non-Contractual Appropriations: \$66,708 total

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

ORDINANCE NO. 75-25. APPROVED 7-0.

\$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

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:20 PM.

Adjournment

The Regular Meeting adjourned at 7:55 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved:



COUNCIL MANAGER BRIEFING: 5-27-25

PARKS AND RECREATION OPERATIONS



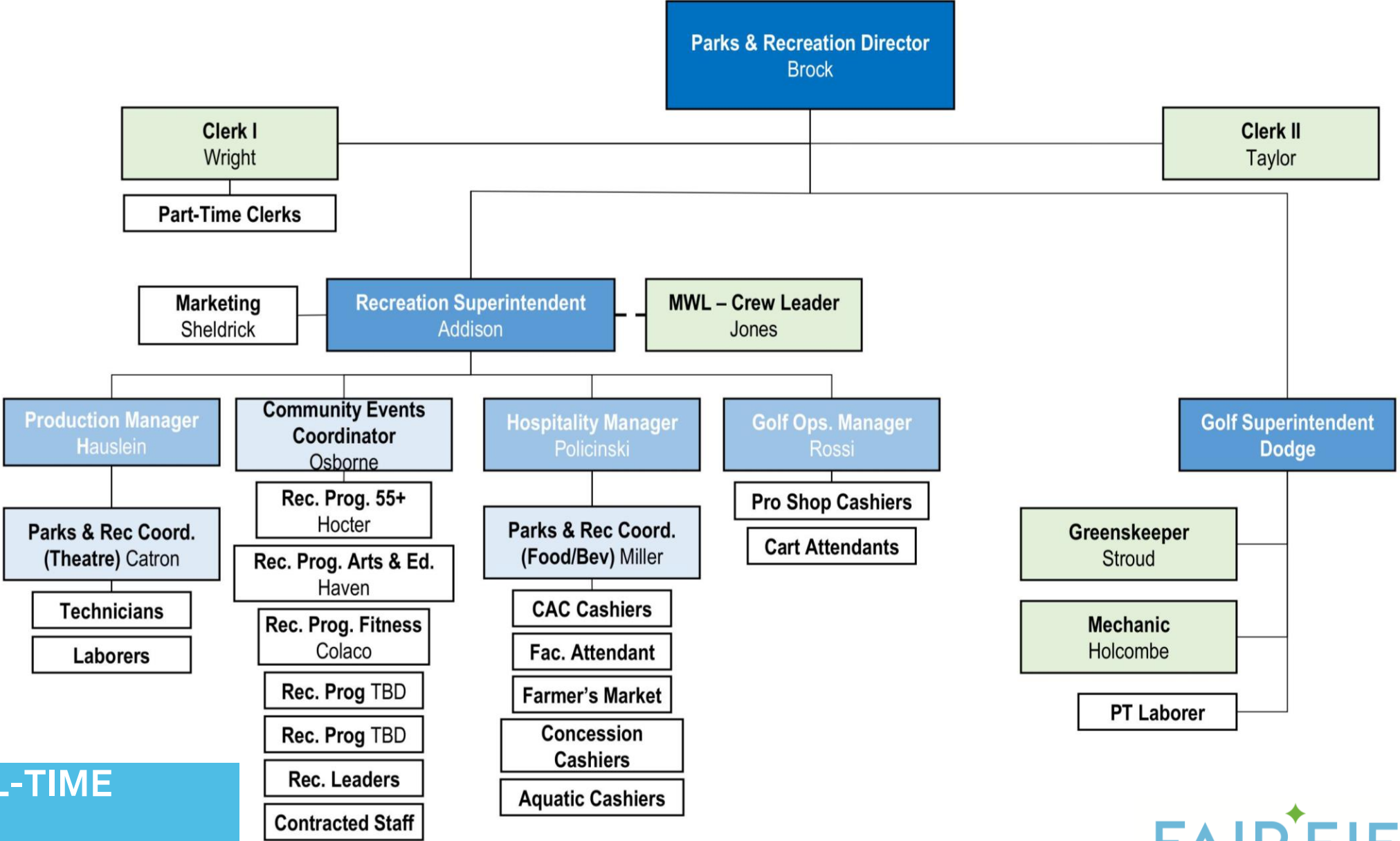
The mission of Fairfield Parks and Recreation is to enrich the quality of life for the citizens of the community, sustain the City's natural resources and environment, and provide broad based leisure activities, cultural opportunities, facilities and services for all ages.



The vision of Fairfield Parks and Recreation is to build a better future for all through parks and recreation. Create a system of parks and facilities, along with excellent programs and services to enhance the high quality of life that attracts and retains residents, business, and visitors to our community.



SERVICE DELIVERY CHART



- 14 FULL-TIME STAFF
- 75 PART-TIME & SEASONAL STAFF

FAIRFIELD

PARKS AND RECREATION



DOG PARK



AQUATICS



OUTDOOR FUN



ACTIVITIES

PARKS

- 1 Creekside Park
5225 Banker Dr
- 2 Fairfield Youth Football Fields
4875 Groh Ln
- 3 Fairfield Youth Playfields
4920 River Rd
- 4 Founders Park
756 Hicks Blvd
- 5 FurField Dog Park
6611 River Rd
- 6 Gilbert Farms Park
6181 Ross Rd
- 7 Good Neighbors Park
960 Walter Ave
- 8 Grange Park
268 Joe Nuxhall Way
- 9 Great Miami River Trail
- 10 Hamilton/Fairfield Skate Park
95 Joe Nuxhall Way
- 11 Hatton Park/The Joe Nuxhall Miracle League Fields
4850 Groh Ln
- 12 Huffman Park
2100 John Gray Rd
- 13 Joyce Park (City of Hamilton)
95 Joe Nuxhall Way
- 14 Lions Park
4982 Dennison Dr
- 15 Muskopf Preserve
S. Muskopf Rd
- 16 Oakwood Park
2 Jupiter Ct
- 17 Point Pleasant Park
2001 Resor Rd

FACILITIES

- 18 Public Safety Tribute
695 Nilles Rd
- 19 Thomas O. Marsh Park
6440 River Rd
- 20 Veterans Memorial Park
701 Wessel
- 21 Village Green Park & Amphitheater
301 Wessel Dr
- 22 Village Valley Park
3353 Village Dr
- 23 Waterworks Park
5133 Groh Ln
- 24 William Harbin Park
1300 Hunter Rd
- 25 Winton Hills Park
6251 Shearwater Dr
- 26 Woodcreek Park
2200 Woodcreek Dr
- 27 Elisha Morgan Mansion
6181 Ross Rd
- 28 Fairfield Aquatic Center
2605 Augusta Blvd
- 29 Fairfield Community Arts Center
411 Wessel Dr
- 30 North Trace Golf Course
2605 Augusta Blvd
- 31 South Trace Golf Course / Phalen Banquet Center
2200 John Gray Rd

HISTORIC CEMETERIES

- 32 Miami Chapel Cemetery
6210 River Road
- 33 Symmes Burial Ground
Nilles Road/Hicks Blvd



GENERAL PARK HOURS: Pedestrian access is from daylight to dusk (one half hour after sunset)
www.FairfieldOH.gov/Parks @fairfieldoh_parksandrec FairfieldParks



SCAN FOR A
DIGITAL MAP

- 28 Public, accessible, outdoor spaces (547.8 acres)
 - 24 Parks
 - 2 Regional Parks
 - 2 Preserves
 - 2 Cemeteries
- 719.3 Acres of Parks & Facilities
- 4 Undeveloped Preserves
- 2 Golf Courses (27 holes)
- Aquatic Center
- Fishing and Boating Lake (60 acres)
- Historic Mansion
- Community Arts Center
- Amphitheater
- Dog Park
- Skate Park
- Miracle League Field
- 15 Playgrounds
- 17 miles of trails





2024

- 484 Volunteers
- 1,911 Volunteer Hours
 - Parks & Recreation Board
 - Environmental Commission
 - Cultural Arts Advisory Commission
 - Park Ambassadors
 - Couriers
 - Ushers
 - RASKALS
 - 55+
 - Pre-school



PARK	ANNUAL VISITS
Waterworks*	206,600
Harbin	170,700
Village Green	113,000
Grange*	111,900
Furfield Dog Park	51,100
Fairfield Youth Football Fields*	45,300
Point Pleasant	40,400
Marsh Park Fishing Lake	39,900

* PARTNER SPORT PARKS

2024 NATIONAL BENCHMARKING	Fairfield	National Average
Acres of park per 1,000 population	12.3	10.6
Residents per park	1,587	2,386
Revenue to operating expense (cost recovery)	47.1%	25.2%



850,000+ Park Visits in 2024



47,877 Golf Rounds



27,642 Visitors to 30+ **FREE** Community Events



25,469 Aquatic Center Visits



21,242 Class & Program Visits



15,591 Senior Program Engagements



15,045 Theater Tickets



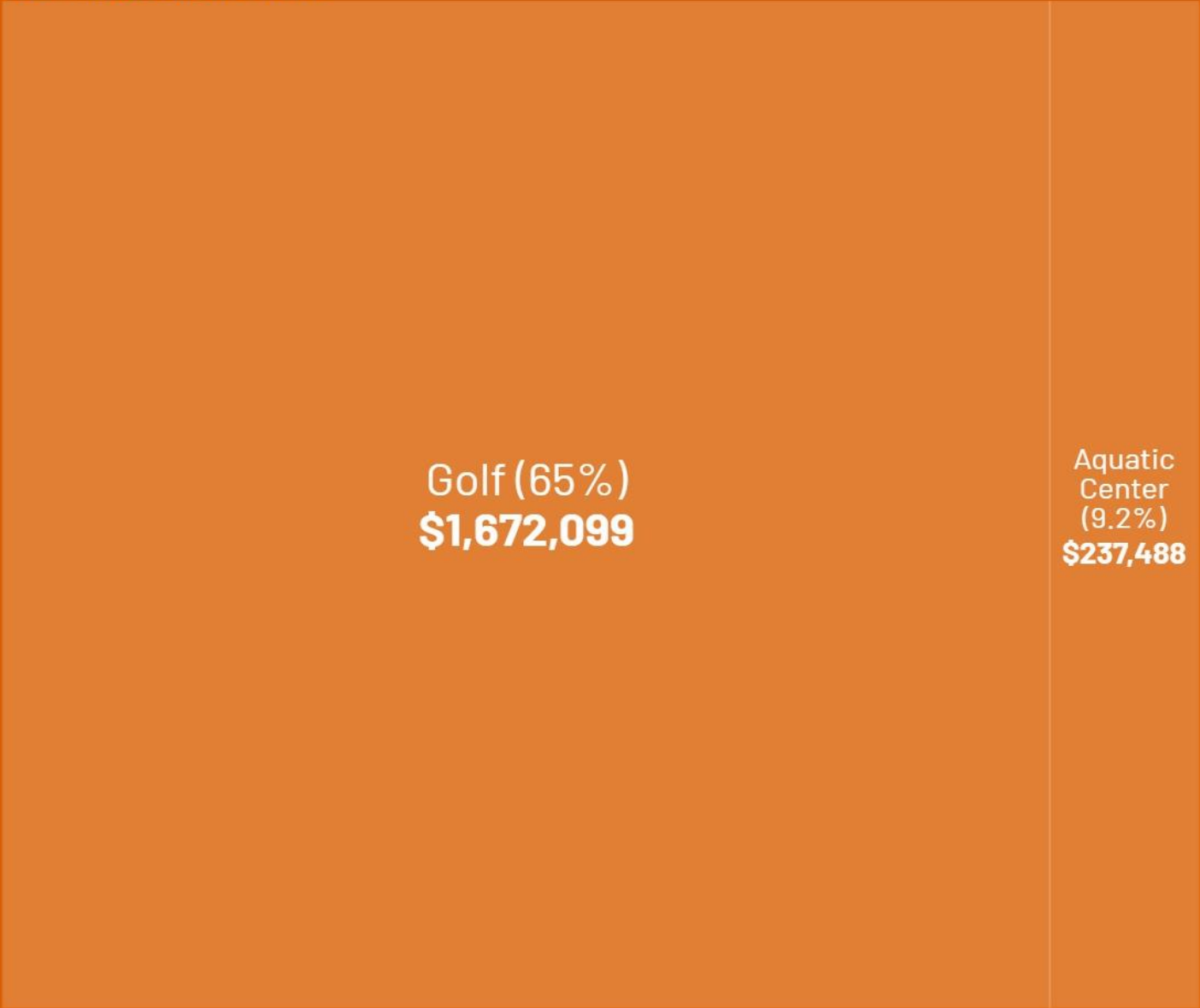
7,856 CAC Event Rental Guests

REVENUE BREAKDOWN



■ General \$662,038 (25.7%) ■ Enterprise \$1,909,587 (74.2%)

ENTERPRISE \$1,909,587 (74.2%)



GENERAL \$662,038 (25.7%)





REVENUE	2024 Revenue	% Revenue
GENERAL FUND		
Marsh	\$ 32,673	1.3%
Shelter Rentals	\$ 20,420	0.8%
CAC Theater	\$ 216,148	8.4%
CAC Rentals	\$ 75,488	2.9%
CAC Programs & Classes	\$ 196,591	7.6%
Other CAC	\$ 27,711	1.1%
Concessions (CAC & CE)	\$ 86,671	3.4%
Community Events	\$ 6,336	0.2%
Sub Total	\$ 662,038	25.7%
ENTERPRISE		
Golf	\$ 1,672,099	65.0%
Aquatic Center	\$ 237,488	9.2%
Sub Total	\$ 1,909,587	74.3%
GRAND TOTAL	\$ 2,571,625	100.0%

EXPENSES	2025 Operating Budget	% Expenses
GENERAL FUND		
Marsh	\$ 138,250	2.8%
CAC*	\$ 1,320,560	26.8%
Parks & Rec. Admin	\$ 1,313,435	26.6%
Sub Total	\$ 2,772,245	56.2%
ENTERPRISE		
Golf	\$ 935,480	19.0%
Golf Maintenance	\$ 899,365	18.2%
Aquatic Center	\$ 327,750	6.6%
Sub Total	\$ 2,162,595	43.8%
GRAND TOTAL	\$ 4,934,840	100.0%

*(Theater, Programs, Classes)

RECENT INITIATIVES



CART PATH REPAVING AT BOTH COURSES



BUNKER RENOVATIONS AT SOUTH TRACE

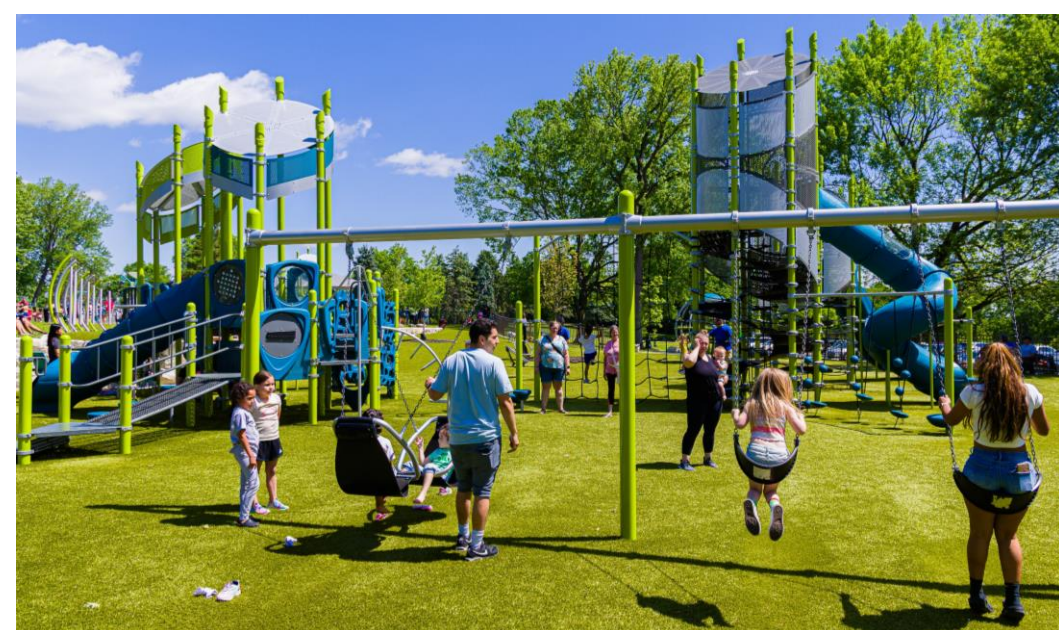


GPS SYSTEM INSTALLED ON ALL CARTS



NEW CART CORAL AT NORTH TRACE

RECENT INITIATIVES



HARBIN PLAYGROUND & SPLASHPAD



MARSH LAKE MASTER PLAN

RECENT INITIATIVES



WINTON HILLS & GOOD NEIGHBORS
PAVING



GILBERT FARMS PARK RENTAL SHELTER



BASKETBALL COURT AT LIONS PARK



WATERWORKS PLAYING COURT UPDATE

GROOVIN' ON THE GREEN

SELECT THURSDAYS | VILLAGE GREEN PARK

6PM - FOOD TRUCKS & ACTIVITIES

7PM - CONCERT

MUSIC, FOOD, AND ACTIVITIES FOR THE WHOLE FAMILY



MAY 29
FORTUNATE SONS
CREEDENCE CLEARWATER
REVIVAL TRIBUTE



JUNE 5
FRONTIERS
JOURNEY TRIBUTE



JUNE 12
TOM THE TORPEDOES
MUSIC OF TOM PETTY &
THE HEARTBREAKERS



JUNE 19
KEVIN MCCOY BAND
SOUTHERN ROCK MEETS COUNTRY



JUNE 26
RAISE YOUR GLASS
PINK TRIBUTE



JULY 10
FACE 2 FACE
TRIBUTE TO ELTON JOHN
& BILLY JOEL



JULY 17
FLEETWOOD GOLD
AMERICA'S FLEETWOOD
EXPERIENCE



JULY 24
TRIPPIN' BILLIES
DAVE MATTHEWS BAND TRIBUTE



AUG 7
THE REMAINS
HITS FROM THE 60S
THROUGH TODAY



SEPT 4
COME TOGETHER
A ROOFTOP BEATLES TRIBUTE

FREE!

FRIDAYS By the Lake

ACOUSTIC MUSIC | FOOD TRUCK | BEER

MARSH PARK | 6440 RIVER RD | 6 - 8PM

JORDON
FRANK



JUNE 20

KEATON
ECKHOFF



JULY 18

HEATHER
ROUSH



AUG 15

FAIRFIELD
PARKS AND RECREATION

FREE!

MOVIES IN THE PARK

Village Green Park | 301 Wessel Dr.

6:30 pm: Pre-show fun with food trucks & the Fairfield Fire Department.

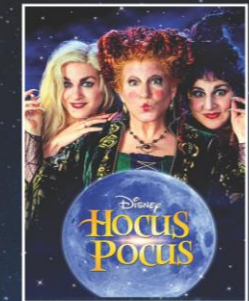
7:00 pm: Movie starts



Friday, May 23



Friday, Aug 22



Friday, Oct 24

FAIRFIELD
PARKS AND RECREATION



MEMORIAL
DAY PARADE



BLUESFEST



PARADE OF
LIGHTS



AUTOFEST



HALLOWEEN ON
THE GREEN



TOUCH A
TRUCK



RED, WHITE
& KABOOM



FARMER'S
MARKET

FUTURE OPPORTUNITIES

FRONT END SERVICE ENHANCEMENTS:



WEBSITE UPDATE



NEW RECREATION MANAGEMENT PLATFORM

MARSH LAKE



INCREASED CAPACITY

EXPANDED PROGRAMMING:



SWIM LESSONS



ADDITIONAL COMMUNITY EVENTS



DAY CAMP



OPTIMIZE THEATER UTILIZATION



PROGRAM SPONSORSHIP





QUESTIONS?

THANK YOU

MINUTES

**Fairfield City Council
Special Meeting of Council
June 3, 2025**

Call to Order

Vice Mayor Kraft called the Special Meeting of June 3, 2025 to order at the Fairfield Municipal Building, 5350 Pleasant Avenue at 5:30 PM. Councilmembers present were Dale Paullus, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

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

Executive Session

Councilmember Davidson, seconded by Councilmember Meyers, made a motion for Executive Session to consider the appointment of public officials. Motion carried 5-0. Council recessed to executive session at 5:31 PM. Councilmember Besl arrived at 5:35 PM. Council resumed open session at 7:54 PM.

Adjournment

The meeting adjourned at 7:54 PM.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date approved: _____



**City Council Communication
Regular Meeting - June 9, 2025**

Submitted by: Alisha Wilson, Clerk of Council
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 - Second Reading

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 - June 9, 2025**

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

Subject:

Amend Sustainability Commission membership

Legislation Title:

Ordinance to amend Section 166.01 of Chapter 166 Sustainability Commission of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.

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

Recommendation:

Council recommends an update to the Sustainability Commission membership.

Discussion:

Council has requested an update to the Sustainability Commission membership as detailed in the attached ordinance and exhibit.

Financial Impact:

None.

Emergency Provision:

Yes, to allow the commission appointments to be made immediately.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. AMEND SECTION 166.01-ORD
2. EXHIBIT A-SECTION 166.01

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTION 166.01 OF CHAPTER 166
SUSTAINABILITY COMMISSION OF ORDINANCE NO. 166-84, THE
CODIFIED ORDINANCES OF FAIRFIELD, OHIO AND DECLARING AN
EMERGENCY.

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

Section 1. Chapter 166 Sustainability Commission, Section 166.01 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 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 ordinance be effective immediately to allow the commission
appointments to be made immediately; wherefore, this ordinance shall take
effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\AMEND SECTION 166.01-ORD

EXHIBIT "A"

166.01 MEMBERSHIP AND TERMS.

(A) The City of Fairfield Sustainability Commission shall consist of at least six members and no more than eight members appointed for three-year terms, with the exception of certain initial appointments, by Council with each term to commence on April 1 of the first year of the term.

(B) In addition, one member shall be appointed by a majority vote of the members of Council from among its membership to serve at the pleasure of the Council, and such member may be removed from membership on the commission, without cause, by a majority vote of the members of Council.

(C) IN ADDITION, ONE MEMBER SHALL BE APPOINTED BY A MAJORITY VOTE OF THE MEMBERS OF THE BOARD OF THE FAIRFIELD CHAMBER OF COMMERCE TO SERVE AT THE PLEASURE OF SUCH BOARD. THE PERSON APPOINTED UNDER THIS PARAGRAPH (C) MAY BE A MEMBER OF THE BOARD OF THE FAIRFIELD CHAMBER OF COMMERCE OR AN OFFICER OR EMPLOYEE OF THE FAIRFIELD CHAMBER OF COMMERCE.

~~[(C)]~~**(D)** In accordance with Section 11.02 of the Fairfield City Charter, all members of the City of Fairfield Sustainability Commission shall be qualified electors of the City of Fairfield. The City Manager shall designate one City staff person to attend meetings of the Sustainability Commission. The staff person shall not be a voting member of the Sustainability Commission.



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

Sustainability Commission Appointments

Legislation Title:

Simple Motion: Motion to appoint the following residents to the Fairfield Sustainability Commission effective June 9, 2025:

Lauren Duncan, partial term expires 3/31/26
Dona Canaan, partial term expires 3/31/26
Gayle Willis, partial term expires 3/31/27
Megan Lyons, partial term expires 3/31/27
Brendan McHugh, partial term expires 3/31/28
Alex Saurber, partial term expires 3/31/28
Jessica Bettridge, partial term expires 3/31/28

Recommendation:

Discussion:

Applications for the Sustainability Commission positions were accepted through May 30, 2025. City Council conducted interviews on June 3, 2025 and provided the names listed above for appointment.

Financial Impact:

None

Emergency Provision:

NA

Rule Suspension Requested:

NA

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:
Job Creation Incentive for Meyer Tool

Legislation Title:

Ordinance to authorize the City Manager to execute a Job Creation Incentive Economic Development Agreement with Meyer Tool, Inc. for the creation of new jobs and payroll on Quality Boulevard, and declaring an emergency.

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

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

Discussion:

Meyer Tool, Inc. is headquartered in Cincinnati and is a high-tech supplier to the gas turbine engine industry. The company manufactures hot section components for aerospace and industrial gas turbine engines. The company plans to relocate a portion of its manufacturing operations from the City of Cincinnati to an existing approximately 70,000 square foot building at 575 Quality Boulevard in Fairfield. The new location will allow Meyer Tool to accommodate growth and modernize its operations.

Should this project proceed, the total investment is estimated at \$6.2 million, including \$1 million in building improvements and \$5 million in machinery and equipment. Meyer Tool will relocate 35 full-time jobs from the Cincinnati facility and will create another 15 new full-time jobs within three years of completion of construction, for a total of 50 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately \$3.8 million.

Approval of the ordinance would authorize the City Manager to enter into a Job Creation Incentive (JCI) agreement. The JCI agreement would provide the company with an annual grant of up to 32% of the new municipal income tax collected from the new payroll at the site for a term of eight years. Fairfield City Council established the structure for the JCI program as part of the City of Fairfield Tax Incentive Guidelines approved in December 2023. The proposed agreement aligns with these guidelines.

Financial Impact:

Meyer Tool is planning to make substantial investments to establish operations on Quality Boulevard. This growth will increase income tax revenue and create new jobs in the City of Fairfield.

Emergency Provision:

Yes - Emergency approval is recommended to ensure the project can proceed on schedule and that local incentives will align with approval of state incentives for the project.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Job Creation Incentive Agreement - Meyer Tool
2. MEYER TOOL-ORD 2

**JOB CREATION INCENTIVE GRANT
ECONOMIC DEVELOPMENT AGREEMENT**

Between the
CITY OF FAIRFIELD
And
MEYER TOOL INC.

This **Job Creation Incentive Grant Economic Development Agreement** (this "Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the **CITY OF FAIRFIELD, OHIO** ("City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio, and **MEYER TOOL, INC.**, an Ohio corporation, located at 3055 Colerain Avenue, Cincinnati, Ohio 45225 ("Grantee"), under the authority of City of Fairfield Ordinance ____-25.

RECITALS

- A. Grantee plans to lease approximately 70,000 square feet of office and industrial space located at 575 Quality Boulevard in Fairfield (the "Project Site"). Grantee plans to maintain an active lease for the Project Site through at least the end of 2035. Grantee desires to invest a total project cost of \$6,250,000, which includes approximately \$1,000,000 in building improvements and \$5,000,000 in machinery/equipment at the Project Site (the "Project").
- B. Grantee plans to relocate and retain 35 Full Time Equivalent Employees with an estimated annual payroll of \$2,450,000 at the Project Site. Following the Project and continuing through the incentive Term, with this investment, Grantee plans to retain the existing Full Time Equivalent Employees and by the end of calendar year 2028 create 15 new Full-Time Equivalent Employees with an additional estimated annual payroll of \$1,385,000 at the Project Site.
- C. The City desires to improve the economic welfare of the people of the City of Fairfield and therefore desires to encourage Grantee to make this investment in the Project, increase employment and maintain operations within the City of Fairfield.
- D. The City is authorized to make annual incentive payments to the Grantee, as further described herein, and subject to annual appropriation, based on a calculation of the amount of the New Annual Municipal Income Tax generated by new employees employed in the City by Grantee.
- E. The City intends to grant to Grantee a jobs growth incentive with annual payments as memorialized in this Agreement to induce Grantee to locate its workforce in the City.
- F. On June 9th, 2025, Fairfield City Council passed ordinance ____-25 authorizing the City to enter into this Agreement for the benefit and improvement of the economic welfare of the City's citizens as authorized in Article VIII, Section 13 of the Ohio Constitution.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement the parties to this Agreement incorporate the above Recitals into this agreement as obligations of each and further agree as follows:

Section 1. Definitions

“Full-time Equivalent Employees” means the number of employees determined by dividing the total number of compensated hours worked in a work week by permanent paid employees (whether full-time or part-time) at the Project Site by forty (40) hours.

"Non-Tax Revenues" means all monies of the City, which are not monies raised by taxation, to the extent available for the purpose of making the annual payments required hereunder, including, but not limited to the following: (a) grants from the United States of America and the State; (b) payments in lieu of taxes now or hereafter authorized by State statute to the extent not pledged to pay debt charges on the City's indebtedness; (c) fines and forfeitures which are deposited in the City's General Fund; (d) fees deposited in the City's General Fund for services provided and from properly imposed licenses and permits; (e) investment earnings on the City's General Fund; (f) investment earnings on other funds of the City that are credited to the City's General Fund; (g) proceeds from the sale of assets which are deposited in the City's General Fund; (h) gifts and donations; and (i) all rental payments which are deposited in the City's General Fund.

“Term” means the period beginning January 1, 2026, and ending on December 31, 2033.

“Grantee's New Annual Municipal Income Tax” means the total amount of City of Fairfield Income Tax paid by Grantee to the City for total payroll in each year of the Term, net of refunds filed by employees of Grantee as of June 1 of the succeeding year. Grantee's New Annual Municipal Income Tax does not include corporate net profits taxes paid to the City.

Section 2. Project Job Creation Pledge

A. On or before December 31, 2025, Grantee will complete the Project. Grantee warrants and represents that sufficient funding, in addition to this incentive, has been obtained or secured to complete the Project.

B. By the year ending December 31, 2025, Grantee will relocate and continue to employ 35 Full Time Equivalent Employees at the Project Site, and on or before December 31, 2028 will hire or relocate from areas outside of the City of Fairfield at least 15 new Full-time Equivalent Employees at the Project Site with a total payroll for such new Full Time Equivalent Employees equal to or greater than \$3,835,000 that will establish the Grantee's New Annual Municipal Income tax to an amount in excess of \$57,500.

Section 3. Incentive Payments

A. In consideration for Grantee's Project Job Creation Pledge, as stated in Section 2 above, and subject to the terms and conditions of this Agreement, the City agrees to pay to Grantee, as a grant from the City's Non-Tax Revenues, a sum equal to the percentage of the New Annual Municipal Income Tax from Grantee as follows:

- (i) for each calendar year of the Term for which Grantee's New Annual Municipal Income Tax is greater than \$45,000, City will pay to Grantee 32% (thirty-two percent) of Grantee's New Annual Municipal Income Tax.
- (ii) For each calendar year of the Term for which Grantee's New Annual Municipal Income Tax is greater than \$22,500 but \$45,000 or less, City will pay to Grantee 30% (thirty percent) of Grantee's New Annual Municipal Income Tax.
- (iii) If Grantee's New Annual Municipal Income Tax is \$22,500 or less for any calendar year, then Grantee is ineligible to receive the City Job Creation Incentive Grant for that year.
- (iv) Notwithstanding the above, for calendar years 2026-2027 (payable 2027-2028), regardless of the amount of Grantee's New Annual Municipal Income Tax, City will pay to Grantee 36% (thirty-six percent) of Grantee's New Annual Municipal Income Tax.

Said grant (hereinafter the "Incentive Payment") shall be paid to the Grantee on an annual basis on or before June 30th of the succeeding year for the preceding calendar year.

B. Exhibit A includes a projection of the anticipated Incentive Payments over the Term based on the assumption that Grantee will increase employment as expected. Actual Annual Incentive Payments will be based upon the calculations in paragraph A.

C. In order to qualify for the Incentive Payment, the Chief Financial Officer of Grantee, on or before May 1st of each year, shall certify to the City for the prior year and City shall verify to its reasonable satisfaction, the following:

- 1. The total number of Full Time Equivalent employees employed by Grantee at the Project Site;
- 2. The total payroll for all Full Time Equivalent Employees of Grantee at the Project Site;
- 3. Grantee's withholding tax return for the prior Term year; and
- 4. Any other documentation requested by the City to verify compliance with this Agreement.

D. In order to qualify for the Incentive Payment, by June 1st of each year of the Term, Grantee must not be delinquent on any portion of its municipal taxes, including employee withholding, business net profits, or utility payments due and owing to the City.

E. Upon certification and verification that an Incentive Payment is to be made to Grantee in a specified amount, the City shall, on or before June 30th of the calendar year following the Term year specified for Incentive Payment, make the Incentive Payment to Grantee in the form of a check. The City's Income Tax Division may share cumulative employee refund information with the City's Development Services Department as necessary to calculate the Incentive Payment.

F. Incentive Payments under this Agreement are contingent upon appropriation of funds authorizing the expenditure of monies sufficient to make such payment and the certification of the Finance Director of the availability of funds. Notwithstanding anything in this Agreement to the contrary, the obligations of the City under this Agreement shall not be general obligations of the City and Grantee shall have no right to have excises or taxes levied by the City for the City's performance of any obligations under this Agreement. Consistent with Section 13 of Article VIII of the Ohio Constitution, any payments or advances required to be made by the City under this Agreement shall be made solely from the City's Non-Tax Revenues.

G. Nothing herein shall be construed as requiring the City to use or apply to the payment of Incentive Payments payable hereunder any funds or revenues from any source other than Non-Tax Revenues; provided, however, that nothing herein shall be deemed to prohibit the City of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this agreement.

H. Notwithstanding anything herein to the contrary, if, when any Incentive Payments become due, the City's Non-Tax Revenues are insufficient to make such payment, the payment obligation will continue and be paid from Non-Tax Revenues monthly as soon as they become available until such past due amounts are paid in full. The City agrees that it will not make a pledge of Non-Tax Revenues superior to its obligation to make payments under this Agreement and that the obligation to make the Incentive Payments will be at least on parity with all other pledges of Non-Tax Revenues. In the event that Incentive Payments remain past due for more than one (1) calendar year, the City will make a good faith effort to enter into a job creation tax credit agreement, pursuant to Ohio Revised Code Section 718.15, subject to approval by the City Council of the City, effective as of June 30 of the calendar year in which any Incentive Payments become more than one (1) calendar year late (the "Replacement Agreement"). Subject to approval by the City Council of the City, the Replacement Agreement would provide substantially the same economic benefits to the Grantee under substantially the same terms as this Agreement.

I. If Grantee shall substantially cease operations at the Project Site at any time prior to December 31, 2033, the City may terminate this Agreement. In determining if the Agreement shall be terminated, the City will take into consideration market conditions to which the Grantee was subject. For purposes of this Section 3, Grantee substantially ceases operations when it no longer maintains sufficient employment levels to produce at least \$15,000 in Total Annual

Withholding (at least \$1 million in annual payroll) and maintains this employment level for one calendar year.

Section 4. Miscellaneous Provisions

A. All disbursements of City funds, notices, demands requests consents or approvals given, or required to be given, shall be in writing and shall be deemed sufficiently given if actually received or if or sent by recognized, overnight delivery service or by certified mail, postage pre-paid return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have notified the other party of, in writing. For purposes of this Agreement, notices and disbursements of City funds shall be addressed to:

(i) As to the City: City of Fairfield
City Manager
5350 Pleasant Avenue
Fairfield, Ohio 45014

(ii) As to the Grantee: Alicia Fabiani, Chief Financial Officer
Meyer Tool, Inc.
3055 Colerain Avenue
Cincinnati, Ohio 45225

B. No official executing or approving the City's or the Grantee's participation in this Agreement shall be personally liable under this Agreement or be subject to any personal liability or accountability by reason of authorizing this Agreement.

C. This Agreement may be amended only by written agreement between the parties, duly executed by the parties and approved by the City Council of the City if necessary.

D. In case any Section or Provision of this Agreement, or part of such Section or Agreement is held to be illegal or invalid for any reason, the illegality or invalidity of that portion shall not in any way limit or invalidate the legality of the remaining Sections and Provisions of this Agreement.

E. This Agreement is not transferable or assignable without the express, legislative approval of the City provided; however, the Grantee shall assign all of its rights, interests or obligations hereunder in connection with any sale of the Grantee or substantially all of the assets of the Grantee, and such assignment shall not require the prior approval of the City.

F. This Agreement is binding upon, and the benefits of this Agreement shall inure to the benefit of, the Grantee and its successors or assigns.

G. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

H. In the event of a dispute arising out of this Agreement, the parties agree to negotiate in good faith to discuss and attempt to resolve the issues, which are the subject of the dispute. If the parties are unable to resolve the dispute, such dispute may be submitted, upon agreement of the parties, for arbitration for final resolution. The parties may submit for arbitration or litigation any and all confidential information necessary to support its case. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be held in Butler County, Ohio. There shall be one arbitrator and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The findings of the arbitrator shall be final and binding on the parties and may be entered by either party in a court of proper jurisdiction located in Cincinnati, Ohio for purposes of enforcement. Absent a specific agreement to arbitrate, it will be presumed that the parties have not agreed to arbitrate a dispute.

IN WITNESS WHEREOF, the City of Fairfield, Ohio has caused this instrument to be executed this ____ day of _____, 2025 and Meyer Tool, Inc. has caused this instrument to be executed this ____ day of _____, 2025

City:

City of Fairfield

Scott W. Timmer
City Manager

Grantee:

Meyer Tool, Inc.

Alicia Fabiani
Chief Financial Officer

Approved as to Form:

John H. Clemmons
Fairfield City Law Director

Approved as to Content:

Gregory Kathman
Fairfield Development Services Director

FISCAL OFFICER’S CERTIFICATE

As fiscal officer for the City of Fairfield, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet the obligation of the City in the year 2025) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Article IX, Section 9.02(D) of the City of Fairfield Charter.

Dated: _____ day of _____, 2025

Diana Davenport
Finance Director
City of Fairfield, Ohio

EXHIBIT A

Projected Incentive Payments

Calendar Year	Job Count	Total Payroll	New Municipal Income Tax	Incentive Rate	Incentive Payment
2026	42	\$3,030,000	\$45,450	32%	\$14,544
2027	47	\$3,500,000	\$52,500	32%	\$16,800
2028	50	\$3,835,000	\$57,525	32%	\$18,408
2029*	50	\$3,911,700	\$58,676	32%	\$18,776
2030	50	\$3,989,934	\$59,849	32%	\$19,152
2031	50	\$4,069,733	\$61,046	32%	\$19,535
2032	50	\$4,151,127	\$62,267	32%	\$19,925
2033	50	\$4,234,150	\$63,512	32%	\$20,324

Total	\$147,464
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*For years 2029-2033, wages were increased by 2% annually for estimation purposes.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A JOB
CREATION INCENTIVE ECONOMIC DEVELOPMENT AGREEMENT WITH
MEYER TOOL, INC. FOR THE CREATION OF NEW JOBS AND PAYROLL ON
QUALITY BOULEVARD AND DECLARING AN EMERGENCY.

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

- Section 1. The City Manager is hereby authorized to enter into a Job Creation Incentive
Economic Development Agreement with Meyer Tool, Inc. for the creation of
new jobs and payroll on Quality Boulevard in accordance with the agreement on
file in the office of the City Manager.
- Section 2. This Ordinance is hereby declared to be an emergency measure necessary for
the urgent benefit and protection of the City and its inhabitants for the reason
that the project can proceed on schedule and that local incentives will align with
approval of State incentives for the project; 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 - June 9, 2025**

Submitted by: Erin Lynn, Planning Manager
Department: Development Services

Subject:

Professional Services Contract with KZF Design, Inc. to update the comprehensive plan

Legislation Title:

Ordinance to authorize the City Manager to enter into a Professional Services Contract with KZF Design, Inc. to update the comprehensive plan and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the City Manager to execute a Professional Services Contract with KZF Design Inc. for the update of the comprehensive plan.

Discussion:

KZF is a multi-disciplinary firm located in Cincinnati with experience working with local governments in developing a broad variety of plans. KZF is partnering with McBride Dale Clarion, the planning firm that assisted in the update of the zoning code, to update the plan. The development of the plan is expected to take 10-12 months.

City Council adopted the Fairfield Forward Comprehensive Plan in December 2019 to guide development, zoning, economic growth, and infrastructure improvements for the next 10-20 years. Standard planning practice is to update the comprehensive plan every five years in order to address the evolving needs of the community. The proposed plan update will evaluate shifts in demographics, economic markets, and planning trends. Updating the plan is essential to ensure Fairfield remains a thriving, sustainable, and well-connected community.

Financial Impact:

The estimated project cost is \$84,852.50. An appropriation in the amount of \$75,000 is requested from the General Fund. This amount was included in the 2025 CIP budget under project 5DV04. The remaining \$9,852.50 will come from Development Services professional services funds designated in the operating budget.

Emergency Provision:

Yes. The update is expected to take 10-12 months to complete with a scheduled start date of mid-June.

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. draft professional services contract_comp plan_KZF_6.3.25
2. KZF DESIGN-ORD

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT, between the City of Fairfield, Ohio (hereinafter referred to as “Owner”) and KZF Design (hereinafter referred to as Consultant).

W I T N E S S E T H

WHEREAS, Owner requires certain Professional Consulting Services (hereinafter referred to as the “Services”); and,

WHEREAS, Consultant is prepared to provide the Services;

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Consultant agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be upon its execution by all parties.

ARTICLE 2 – GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement.

Article 3 SERVICE TO BE PERFORMED BY CONSULTANT

Consultant shall perform the Services described in the “Letter of Proposal” dated _____, in the amount of \$ _____, which is attached hereto and incorporated herein by reference.

ARTICLE 4 - COMPENSATION

Owner shall pay Consultant for the performance of Consulting Services for the “Letter of Proposal”, which sum includes travel and reimbursable expenses for the services described. Consultant shall only be entitled to additional compensation for services not included in this Agreement or otherwise if such additional compensation is first approved by written amendment to this Agreement executed by both parties prior to the undertaking of any services for which additional compensation is claimed. Consultant will submit to Owner invoices for Services performed.

Owner has the right to audit the time records and salaries of personnel and direct expenses for which billing rate compensation is provided.

ARTICLE 5 – TIME FOR COMPLETION

Consultant agrees to prosecute the work in a professional, reasonable, and timely manner. Absent delays in performance caused by circumstances beyond the control of the Consultant or in the event that the Consultant fails to complete the services embodied in this Agreement within the time period specified above from date of Notice to Proceed.

ARTICLE 6 – OWNER’S RESPONSIBILITIES

Owner shall supply to the Consultant either directly or indirectly from others, all available information and data that is referenced in “General Terms and Conditions”, “Standard Unit Rates” or as otherwise provided in this Agreement.

ARTICLE 7 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill and diligence in performing all Services under this Agreement as is possessed and exercised by consulting firms under similar circumstances. Consultant shall re-perform the Services which fail to satisfy this standard of care at no cost to the Owner. Consultant shall also be responsible for payment of additional expenses incurred by the Owner as a result of the Consultants failure to perform services in accordance with the standard of care stated herein.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

8.1 Indemnification – Consultant agrees to defend, indemnify, and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of Consultant and Owner, such liability shall be borne by Consultant in proportion to its own negligence.

8.2 Survival – Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 9 – INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of not less than \$1,000,000 in the aggregate.

- (2) Automobile Liability Insurance, with a combined single limit it not less then \$1,000,000 for each person and not less than \$1,000,000 for each location.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of not less than \$500,000 for each occurrence.
- (4) Professional Liability Insurance, with limits of not less than \$1,000,000 annual aggregate.
- (5) Shall, upon written request, furnish Owner Certificates of Insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

With respect to any of the insurance policies provided by the Consultant pursuant to this Agreement which are "claims made" policies, in the event at any time any such policies are canceled or not renewed, Consultant shall provide a substitute insurance policy (ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provide for retroactive coverage to the date of cancellation or non-renewal to fill any gaps in coverage which may exist due to the cancellation or non-renewal of he prior "claims made" policy (ies). With respect to all "claims made" policies which are renewed, Consultant shall provide coverage retroactive to the date of commencement of work under this Agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of completion of the Project.

Limitation of Liability: Owner agrees that to the fullest extent permitted by law, KZF's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, arising out of this Agreement(s) from any cause or causes shall not exceed KZF's fee or \$50,000, whichever is greater.

ARTICLE 10 – REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings and specifications prepared by Consultant pursuant to this Agreement are the property of the Owner who shall be vested with all common law, statutory and other reserved rights; provided, however, that the Owner will indemnify and hold Consultant harmless in the event the Owner uses such documents for purposes other than this Project.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The written notice shall specify the nature of the breach. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written Notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Consultant for all the Services performed and termination or suspension expenses. Upon restart, an equitable, mutually agreed-upon, adjustment shall be made to Consultants compensation.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots and other civil disturbances; strikes; lockouts, work slowdowns and other labor disturbances; sabotage; judicial restraint and inability to procure permits, licenses or authorizations from and local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either Owner or Consultant under this Agreement. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 13 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address shown below:

CONSULTANT	KZF Design Inc. Eric Anderson, Vice President 700 Broadway St Cincinnati, OH 45202 513-621-6211 eric.anderson@kzf.com
OWNER:	<u>City of Fairfield, Ohio</u> <u>5350 Pleasant Avenue</u> <u>Fairfield, Ohio 45014</u>

Nothing contained in this Article shall be construed to restrict the transmission of routing communications between representatives of Consultant or Owner.

ARTICLE 14 – WAIVER

A waiver by either Owner or Consultant or any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

ARTICLE 16 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral written, relating to the subject matter of this Agreement.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provision of this Agreement.

ARTICLE 18 - ASSIGNMENT

Neither Owner nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates and subcontractors to assist in the performance of the Services.

ARTICLE 19 – THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement on the dates shown by their signatures below and this Agreement shall be effective upon its execution by both parties.

CITY OF FAIRFIELD, OHIO

Witness

By: _____
Scott W. Timmer, City Manager

Date: _____

KZF DESIGN INC.

Witness

By: _____
Eric Anderson, Vice President

Date: _____

CERTIFICATE:

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

By: _____
Diana Davenport, Finance Director

Approved as to Form:

Approved as to Content:

John H. Clemmons, Law Director

Director

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND CITY OF FAIRFIELD INCOME TAXES
O.R.C. 5919.042**

State of Ohio, County of _____ S.S.

TO: City of Fairfield, Ohio
Butler County, Ohio

The undersigned, being first duly sworn, having been awarded a contract by the City of Fairfield, Ohio for the:

hereby states that we are not charged at the time the bid was submitted delinquent with any personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. Furthermore, we state that we were not delinquent for Income Tax owed to the City of Fairfield.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Signature

Name

Title

Company

Subscribed to and Sworn to on this _____ day of _____, 2025.

Notary Public

**CITY OF FAIRFIELD, OHIO
NON-COLLUSION AFFIDAVIT**

State of Ohio, County of _____ S.S.

City of Fairfield

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, THEY) RESIDE AT

(Residence Address)

AND THAT (HE IS, THEY ARE) THE ONLY PERSON(S) WITH SAID

(Name of Company)

(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT;
THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON
INTEREST IN THE PROFITS, THEREOF WITH ANY PERSON MAKING ANY BID OR
PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN
ALL RESPECTS, FAIR AND WITHOUT COLLUSION OF FRAUD; AND, ALSO, THAT NO
MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE
THERIN, OR ANY OFFICER OR EMPLOYEE OF THE CITY OF FAIRFIELD, OHIO, IS
DIRECTLY OR INDIRECTLY INTERESTED THERIN.

Signature

Name

Title

Company

Subscribed to and sworn to on this _____ day of _____, 2025.

Notary Public

**CITY OF FAIRFIELD, OHIO
NOTICE TO PROCEED**

COMPANY _____ Date: _____

ADDRESS _____

CONTRACT _____

ATTENTION _____

PROJECT NAME _____

You are hereby notified to commence work in accordance with the Contract dated
_____ on or before _____ and complete the WORK within
approximately _____ consecutive calendar days thereafter. The date of completion of all
WORK is therefore _____.

You are required to return an acknowledge copy of this NOTICE TO PROCEED to the Owner.

Dated this _____ day of _____, 2025.

**CITY OF FAIRFIELD, OHIO
OWNER**

Scott W. Timmer, City Manager

Approved as to Content:

Director

Approved as to availability of funds:

Diana Davenport, Finance Director

Acceptance of the above NOTICE TO PROCEED is hereby acknowledge by

_____, this

_____ day of _____, 20____.

BY _____

TITLE _____

5/2/2025 – revised 6/2/2025

Erin Lynn ▪ Planning Manager
City of Fairfield, Ohio
5350 Pleasant Ave ▪ Fairfield, OH 45014

Subject: Proposal for Master Planning Services

KZF Design is pleased to present the City of Fairfield (CLIENT) with this proposal for professional planning services for the 5-Year Update to the Comprehensive Plan (PROJECT).

PROJECT UNDERSTANDING

This scope of work outlines the process and deliverables for a targeted 5-year update to the City of Fairfield's 2019 Comprehensive Plan, Fairfield Forward. The update will assess progress on existing goals and strategies, evaluate shifts in demographic and economic conditions, and develop forward-looking policies that reinforce redevelopment, quality of life, and economic development initiatives. This work will build upon existing plans, recent studies, and completed implementation efforts, ensuring the updated comprehensive plan remains an actionable roadmap for future investment and policy direction.

SCOPE OF WORK

The following list of tasks is required to develop the master plan:

Task 1.0 Project Initiation & Management

1.1 Kickoff Meeting: Initiate the project with a comprehensive kickoff involving city staff and the consultant team to confirm scope, schedule, communication protocols, and key deliverables.

1.2 City Council Kick-off: [Present an overview of the project approach and schedule at a City Council meeting.](#)

1.3 City Staff Coordination: Establish regular bi-monthly progress meetings (no more than 5 meetings) to coordinate efforts between the consultant team and city.

1.4 Data Collection: Work with the city to review the format and levels of detail provided in existing GIS data inventories and develop a GIS framework for the project. KZF will work with the city to obtain base GIS data layers and non-GIS data that will be used for analysis.

1.5 Project & Team Management: Eric Anderson will serve as the point-of contact for KZF and will directly report to the city. He will be responsible for maintaining the project schedule/budget, meeting city goals, ensuring quality and maintaining effective communication with city staff.

Deliverables:

- Revised project schedule
- Meeting agendas/summaries (ongoing)

Meetings:

- Project kickoff meeting (in-person)
- [City council kick-off meeting \(in-person\)](#)
- Bi-monthly check-ins (virtual, up to 5)

Task 2.0 Plan Audit & Existing Conditions Review

2.1 Plan Audit: Conduct a structured review of the 2019 Fairfield Forward plan to determine progress, ongoing relevance of policies, and areas for refinement or expansion. [CLIENT to provide preliminary audit memo for review by KZF team.](#)

2.2 Review of Supplemental Plans: Synthesize findings from recent plans (e.g., Town Center Strategy, Route 4 Market Study, Planning Code Update) for integration into the plan update.

[CLIENT to provide preliminary audit memo for review by KZF team.](#)

2.3 Reconnaissance Tour: Conduct a tour of key redevelopment sites and planning areas to assess physical conditions and opportunities.

2.4 Advisory Committee Kick-off: Meet with the Advisory Committee to briefly discuss the project approach and set expectations for meeting attendance and participation throughout the comprehensive plan update process.

Deliverables:

- [Revised](#) plan audit memo
- Summary of relevant studies and documents
- Tour findings summary

Meetings:

- Staff coordination meeting to review plan implementation (virtual)
- [Advisory committee kick-off \(in-person\)](#)
- Reconnaissance tour with city staff (in-person)

Task 3.0 Vision, Goals, Policies & Implementation

3.1 Update Status: Categorize original plan actions into completed, ongoing, or not yet started.

[CLIENT to provide preliminary goals and strategies list for review by KZF team.](#)

3.2 Relevance Review: Determine if incomplete goals remain valid and modify or replace as needed. [CLIENT to provide annotated implementation matrix for review by KZF team.](#)

3.3 New Recommendations: Introduce updated or new strategies in response to emerging needs.

Deliverables:

- [Revised](#) goals and strategies list
- [Revised](#) annotated implementation matrix

Meetings:

- Internal work session with staff (in-person)
- Advisory committee meeting ([in-person](#))

Task 4.0 Community Engagement

4.1 Advisory Committee Meetings: Facilitate up to three (3) milestone meetings with the advisory committee. City will manage locations and notices for meetings.

4.2 Community Outreach: Develop and support a robust outreach strategy that includes:

- One (1) online community survey
- [One \(1\)](#) virtual public meeting – proposed plan changes
- One (1) Public-facing project website
- Social media and outreach materials (flyer, press release, eNewsletter, etc.) for each virtual public meeting

4.3 Engagement Outreach: Ensure that outreach strategies reach underrepresented and immigrant populations reflective of Fairfield’s changing demographics.

Deliverables:

- Public involvement plan
- [One](#) virtual open house
- Summary [report](#) for engagement phase

Meetings:

- Advisory committee meetings, up to 3 milestone meetings ([in-person](#))
- Optional focus groups or targeted stakeholder meetings (hourly, if authorized)
- Virtual open house meeting recap meeting (virtual)

Task 5.0 Data Analysis & Forecasting

5.1 Demographic & Housing Trends: Update key data sets with 2020 Census and other current sources to analyze shifts in population, housing, and employment.

5.2 Economic Forecasting: Assess changes in employment, industry focus (e.g., decline of office uses), retail trends, and redevelopment opportunities.

5.3 Land Use & GIS Analysis: Utilize existing GIS data (provided by the city) to map changes and inform land use and redevelopment scenarios.

Deliverables:

- Updated maps, graphics and tables
- Draft Housing report section
- Draft Land Use & Zoning report section

Meetings:

- Working session with staff to review data and assumptions (virtual)

Task 6.0 Economic Development & Redevelopment

6.1 Redevelopment Framework: Provide strategies for city-owned parcels and underutilized commercial properties.

6.2 Mixed-Use & Density Recommendations: Identify target areas for higher density and mixed-use development, including the Forest Fair Mall site.

6.3 Sustainability & Market Viability: Recommend innovative reuse and redevelopment opportunities for key corridors and shopping centers.

Deliverables:

- Draft Economic Development report section
- Redevelopment opportunity framework

Meetings:

- Workshop with economic development staff (virtual)
- Optional focus group with developers or property owners (hourly, if authorized)

Task 7.0 Transportation & Infrastructure

~~7.1 Transportation Project Review: Compile a list of transportation projects aligned with OKI's requirements and reassess the Thoroughfare Plan.~~

7.1 Infrastructure Support for Redevelopment: Identify infrastructure needs or improvements required to support redevelopment in key corridors (e.g., Route 4, Forest Fair Mall site).

Deliverables:

- Updated transportation priorities list
- ~~Infrastructure alignment summary~~
- Draft Transportation report section

Meetings:

- Review session with engineering/planning staff (virtual)
- Check-in with OKI (hourly, if authorized)

Task 8.0 Public Services & Sustainability

8.1 Public Services Assessment: Evaluate status and future needs of public services and facilities (e.g., schools, fire, police, utilities) to determine current plan relevance and identify any new opportunities. ~~CLIENT to provide current status and identify future needs for review by KZF team.~~

8.2 Sustainability & Resilience Strategies: Update sustainability goals to reflect current best practices or new trends in community health and safety, energy use, stormwater management,

green infrastructure, and environmental resilience. CLIENT to provide revised report language for review by KZF team.

Deliverables:

- Draft Public Services report section
- Draft Sustainability report section

Meetings:

- ~~Internal working session with representatives from key city departments (virtual)~~

Task 9.0 Focus Area Planning

9.1 Small Area Plan Review: Reevaluate the four focus areas identified in the original plan to refine future land uses and redevelopment strategies.

9.2 Strategy Updates: Align land use and development strategies with current market realities, emphasizing mixed-use opportunities and infill development.

Deliverables:

- Revised recommendations for each area
- Supporting illustrations or conceptual frameworks
- Draft Focus Area report section

Meetings:

- Charrette-style working session with staff and/or advisory committee (~~virtual or in-person~~)

Task 10.0 Plan Drafting & Finalization

10.1 Draft Plan: Deliver the draft updated plan for city review.

10.2 Executive Summary: Provide a high-level summary of key changes and recommendations.

10.3 Final Plan: Incorporate feedback into a final, graphically rich and accessible plan document.

10.4 Implementation Matrix: Create a detailed matrix aligning goals, strategies, responsible parties, and timelines.

Deliverables:

- ~~Revised Draft plan chapters~~
- Final plan in PDF and editable formats
- Executive summary
- GIS-compatible maps and visuals
- Final implementation matrix

Meetings:

- Draft plan review meeting with staff (virtual)
- ~~Final plan presentation to city council and/or planning commission (in-person)~~
- Optional public hearing presentation support (hourly, if authorized)

CLIENT RESPONSIBILITIES

1. Provide KZF a current copy of GIS files (electronic version), all levels available.
2. Provide KZF all working documents (GIS, Word, Excel, InDesign, Photoshop, Illustrator, etc.) for the 2019 Fairfield Forward Comprehensive Plan, developed by Jacobs.
3. Provide KZF any previous reports, plans or other relevant documents.
4. Promptly review and provide comments to KZF as drafts recommendations and maps are submitted. Also, advising the team on matters pertaining to public comments.
5. Coordinate, organize, host and facilitate/run any public involvement efforts.
6. Manage/facilitate stakeholder involvement to ensure participation at client review periods.

SCHEDULE

FAIRFIELD COMP PLAN UPDATE PRELIMINARY BUDGET 6.2.2025											
TASK DESCRIPTION	June	July	August	September	October	November	December	January	February	March	
1.0 Kick-off and Project Management											
Project Team Kick-off (internal KZF project team only)	◆										
Kickoff Meeting with the City of Fairfield (in-person)	◆										
Revise Schedule											
City Council Kick-off (in-person)			◆								
Bi-monthly Project Check-ins (virtual)		◆		◆		◆		◆		◆	
Project/Consultant Management											
2.0 Plan Audit & Existing Conditions Review											
Document Existing Conditions with City GIS Data	■	■									
Develop Base Maps	■	■									
Plan Audit	■	■									
Review of Supplemental Plans	■	■									
Reconnaissance Tour	■	■									
Advisory Committee Kick-off (in-person)			◆								
Evaluate Focus Area Sites		■	■								
Plan Audit Memo & Summary of Relevant Studies		■	■								
Findings Tour Summary		■	■								
Coordination Meeting to Review Plan Implementation (virtual)		◆									
3.0 Vision, Goals, Policies & Implementation											
Update Status											
Relevance Review											
New Recommendations											
Updated Goals and Strategies List											
Annotated Implementation Matrix											
Work Session with City Staff (in-person)				◆							
Advisory Committee Meeting (in-person)				◆							
4.0 Community Engagement											
Advisory Committee Meetings (up to 3)			◆			◆			◆		
Public Involvement Plan	■	■									
Virtual Public Meeting Summary				■					■		
Virtual Public Meeting Recap Meeting (virtual)					◆				◆		
Online Community Survey		■	■								
Proposed Plan Changes - Virtual Public Meeting		■	■	■							
Develop Project Website											
Press Release											
Email											
Postcard or Yard Sign											
Project Fact Sheet											
Flyer											
Upload GIS Data											
Review and Analyze Feedback											
5.0 Data Analysis & Forecasting											
Demographic & Housing Trends											
Economic Forecasting											
Land Use & GIS Analysis											
Updated maps, graphics and tables											
Draft Housing report section											
Draft Land Use & Zoning report section											
Working session with staff (virtual)					◆						
6.0 Economic Development & Redevelopment											
Redevelopment Framework											
Mixed-Use & Density Recommendations											
Sustainability & Market Viability											
Redevelopment opportunity framework											
Draft Economic Development report section											
Workshop with economic development staff (virtual)						◆					
Optional focus group with developers or property owners											
7.0 Transportation & Infrastructure											
Infrastructure Support for Redevelopment											
Updated transportation priorities list											
Infrastructure alignment summary											
Draft Transportation report section											
Review session with engineering/planning staff (virtual)							◆				
Optional check-in with OKI requirements											
8.0 Public Services & Sustainability											
Draft Public Services report section											
Draft Sustainability report section											
Internal working session with reps from key city depts (virtual)								◆			
9.0 Focus Area Planning											
Small Area Plan Review											
Strategy Updates											
Revised recommendations for each small area											
Supporting illustrations or conceptual frameworks											
Draft Focus Area report section											
Charrette-style working session with staff/advisory com (in-person)								◆			
10.0 Plan Drafting & Finalization											
Draft Plan											
Executive Summary											
Final Plan											
Implementation Matrix											
Revised Draft plan chapters											
Final plan in PDF and editable formats											
GIS-compatible maps and visuals											
Draft plan review meeting with staff (virtual)									◆		
Optional public hearing presentation support										◆	

KZF DESIGN INC. • 700 Broadway Street • Cincinnati, OH 45202

main 513.621.6211 • fax 513.621.6530 • kzf.com

BASIC SERVICE FEES

Task 1.0 Kick-off and Project Management	\$10,117.50
Task 2.0 Plan Audit & Existing Conditions Review	\$6,697.50
Task 3.0 Vision, Goals, Policies & Implementation	\$5,437.50
Task 4.0 Community Engagement (if authorized)	\$20,895.00
Task 5.0 Data Analysis & Forecasting	\$6,292.50
Task 6.0 Economic Development & Redevelopment	\$7,500.00
Task 7.0 Transportation & Infrastructure	\$2,197.50
Task 8.0 Public Services & Sustainability	\$480.00
Task 9.0 Focus Area Planning	\$12,780.00
Task 10.0 Plan Drafting & Finalization	\$4,455.00
<u>Basic Service Fees</u>	<u>\$76,852.50</u>
Estimated Reimbursables	\$3,000.00
<u>Contingency</u>	<u>\$5,000.00</u>
Total Estimated Project Costs	\$84,852.50

For the basic Scope of Services defined herein, KZF Design proposes a lump sum fee as described above. Additional services beyond the scope of this proposal will be billed on an hourly rate basis, with authorization by CLIENT. All subconsultant costs (hours, expenses, etc.) will include a ten percent (10%) mark-up for KZF's management and coordination. KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. Progress payments shall be based on percentage completion of work at date of invoice.

REIMBURSABLE EXPENSES

In addition to the fees noted above, reimbursable expenses will be billed at cost plus ten percent (10%) fee for KZF's management and coordination. The following are considered typical reimbursable expenses:

- Travel, lodging, meals and living expenses
- Blueprints and other printing
- Public meeting displays and large format color plots
- Postage, delivery and freight
- Permit fees (if not paid directly by client)
- Electronic Files
- Rental of Specialized Equipment
- Outside Consultants (as required)

Additional Services (not included in this proposal)

Any scope items not specifically outlined in the Scope of Work are not included in this proposal/RFP and can be provided as an additional service. In the event CLIENT requests additional services such as those described herein, they can be provided on an hourly rate basis in accordance with KZF's attached Hourly Rate Schedule. Additional services available would include:

- Fly through video
- Renderings of focus area plans
- Architecture, interior design or building design services
- Any design phases beyond Master Planning including Feasibility Study, Concept, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration
- Mechanical or plumbing engineering services
- Surveying, utility research and/or location, right-of-way plan development
- Construction documents, bidding, and construction administration

- Drone footage or photography
- Building evaluations/assessments
- Zoning code writing/development
- Grant writing and administration
- Resource and environmental documentation
- Design guidelines
- Fiscal impact analysis model
- Due diligence facilitation or site investigation coordination
- Market studies
- Geotechnical engineering and hazardous materials assessment/abatement
- Landscape architecture design services
- Environmental assessments
- Hydraulic analysis/modeling

Presumptions

- a) This proposal shall remain valid for forty-five (45) calendar days.
- b) It is presumed that CLIENT will provide all GIS/mapping and working document files for the 2019 Fairfield Forward plan, including working documents and graphics for Focus Area Plans. If the working document needs to be recreated, there may be additional project costs.
- c) It is presumed that CLIENT can provide GIS data for existing conditions as well as the GIS data from the comprehensive plan.
- d) Existing drawings and GIS mapping shall be provided by CLIENT within 14 days of notice to proceed, so that KZF can produce base drawings for use during the project.
- e) It is presumed that CLIENT will coordinate meeting attendance and encourage participation from required personnel.
- f) All agency permitting is specifically excluded.
- g) Additional meetings beyond those specifically addressed are excluded.
- h) Access will be granted for necessary field reviews. Escorts will be provided as needed.
- i) It is understood CLIENT will be the lead contact with the public and KZF will provide support.
- j) KZF has allotted time for CLIENT review in our proposal. If CLIENT is not able to provide the comments to KZF per the schedule it will be necessary to extend the schedule for each day after the scheduled deadline that review comments are received by two (2) days. This extension is necessary in order to accommodate the loss of time with the overall schedule and to account for the required internal adjustment of staff schedules and other commitments.
- k) KZF's fee is based on the proposed schedule and does not include cost that may be incurred if the project is delayed or suspended for reasons beyond KZF's control. If CLIENT delays or suspends the Project, through no fault of KZF, KZF shall be compensated for services performed prior to notice of such delay or suspension. When the Project is resumed, KZF shall be compensated for expenses incurred in the interruption and resumption of KZF's services. KZF's fees for the remaining services, and the time schedules to complete the work shall be equitably adjusted by approved Change Order prior to resuming work. KZF Staff will be reassigned during all delays or suspensions. Additional time to be added to the project schedule shall include time required for staff to complete alternate assignments, to remobilize staff to the project, to refamiliarize staff with the project, and if necessary, to make available and educate new staff to the project.

2025 Hourly Rate Schedule

3/28/2025

Rates effective
through
12/31/2025

Category	Rate
Architect Level 1	\$160
Architect Level 2	\$180
Architect Level 3	\$230
Civil Designer Level 1	\$160
Civil Designer Level 2	\$170
Civil Designer Level 3	\$180
Civil Engineer Level 3	\$230
Clerical	\$115
Construction Administrator	\$225
Designer Level 1	\$115
Designer Level 2	\$150
Designer Level 3	\$180
Designer Level 4	\$190
Electrical Designer 1	\$130
Electrical Designer 2	\$160
Electrical Designer 3	\$170
Electrical Engineer Level 1	\$200
Electrical Engineer Level 3	\$300
Interior Designer Level 1	\$115
Interior Designer Level 2	\$175
Interior Designer Level 3	\$250
Mechanical Designer Level 1	\$125
Mechanical Designer Level 2	\$160
Mechanical Engineer Level 2	\$200
Mechanical Engineer Level 3	\$250
Planner Level 1	\$115
Planner Level 3	\$220
Landscape Architect Level 3	\$250
Principal	\$375
Project Manager Level 1	\$170
Project Manager Level 2	\$220
Project Manager Level 3	\$250
Structural Designer Level 1	\$115
Structural Designer Level 2	\$130
Structural Designer Level 3	\$140
Structural Engineer Level 2	\$190
Structural Engineer Level 3	\$230

Terms and Conditions

KZF will endeavor to develop design documents that meet the requirements of the Project and will modify the documents as required to correct inconsistencies that may exist in that regard. It is our expectation that the Client will also provide a review of the documents for compliance with the Project requirements and advise KZF of any conflicts or discrepancies that exist prior to document release for construction. KZF will provide design services required to modify the design to meet the requirements of the Project.

Schedule Delays. KZF's fee is based on the schedule included in the proposal and does not include costs that may be incurred if the project is delayed or suspended for reasons beyond KZF's control. If the Owner or Contractor delays or suspends the Project, through no fault of KZF, KZF shall be compensated for services performed prior to notice of such delay or suspension. When the Project is resumed, KZF shall be compensated for expenses incurred in the interruption and resumption of KZF's services. KZF's fees for the remaining services, and the time schedules to complete the work, shall be equitably adjusted by approved Change Order prior to resuming work. KZF Staff will be reassigned during all delays or suspensions. Additional time to be added to the project schedule shall include time required for staff to complete alternate assignments, to re-mobilize staff to the project, to re-familiarize staff with the project, and if necessary, to make available and educate new staff to the project. In the event of termination not the fault of KZF, KZF shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including costs attributable to KZF's termination of consultant agreements.

Consequential Damages. Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither Client nor KZF shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or the Project Agreement(s). This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of profits, loss of reputation, loss of financing, or any other consequential damages that either party may have incurred from any cause of action whatsoever, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise.

Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Project or the Project Agreement(s) shall first be subject to non-binding mediation as a condition precedent to binding dispute resolution. The method of binding dispute resolution shall be litigation in a court of competent jurisdiction, unless all parties agree, in writing, to make the final results of the non-binding mediation, binding upon the parties.

Reimbursable Expenses. Expenses including but not limited to mileage, travel, overnight shipping mailing charges and printing are considered reimbursable and will be billed at cost plus 10% to the Owner or Contractor.

Invoicing. KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. Owner or Contractor shall pay KZF the full amount due upon receipt of invoice. All past due amounts shall bear interest at the rate of one and one-half percent (1-1/2%) per month compounded monthly after sixty days. KZF Design reserves the right to suspend services and or not issue documents for permit approvals if the Owner or Contractor account is past due.

Liquidated Damages. KZF, (or any sub-consultants for whom KZF is contractually liable), shall not be held responsible for any costs or delays outside of its control, including but not limited to liquidated damages. The Client shall not withhold amounts from KZF's compensation to impose a penalty or liquidated damages on KZF, or to offset sums requested by or paid to contractors, sub-contractors or suppliers for the cost of changes in the Work, unless KZF agrees, in writing, or has been found liable for the amounts in a binding dispute resolution proceeding. Compensation due KZF which has not been specifically designated, in writing, by Client as being withheld due to KZF's performance or lack thereof, shall not be withheld by Client.

Ownership of Documents. KZF warrants that it is the copyright owner of its Instruments of Service. KZF grants to the Client a nonexclusive license to use KZF's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided the Client substantially performs its obligations under the Project Agreement(s), including prompt payment of all sums when due. In the event of Default by Client, if KZF rightfully terminates the Project Agreement(s) with Client for cause, the nonexclusive license shall terminate. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer the nonexclusive license to another party without the prior written consent of KZF. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to KZF and KZF's consultants. In the event the Client uses the Instruments of Service without retaining the authors of the Instruments of Service, the Client agrees KZF and KZF's consultant(s) are released from all claims and causes of action arising from such uses.

Insurance Coverage. KZF will provide insurance coverage limits in the following amounts for this project. A copy of KZF's Certificate of Liability Insurance can be made available upon request.

- A. Commercial General Liability
 Personal & Adv Injury: \$2,000,000
 Aggregate/\$1,000,000 each occurrence
 Excess Umbrella: \$1,000,000 Aggregate/\$1,000,000 each occurrence
- B. Professional Liability Claims: \$2,000,000
 Aggregate/\$1,000,000 each claim
- C. Comprehensive Automobile Liability
 Bodily Injury & Property Damage: \$1,000,000
 Combined Single Limit (each accident)

BIM Execution Plan and Use of CAD Files. KZF will use the KZF DESIGN 2019 BIM EXECUTION PLAN FOR PRIVATE MARKET PLACE PROJECTS to establish the protocols for the development, use, transmission and exchange of a native REVIT model or native AutoCAD files (the "CADD Files"). Any use of or reliance on all or a portion of the CADD Files shall be at the using or relying party's sole risk and without liability to KZF or its consultants. Differences may exist between these CADD Files and corresponding hard-copy Contract Documents prepared by KZF and/or its consultants. KZF and/or its consultants make no representation regarding the accuracy or completeness of the CADD Files. Furthermore, it is understood and agreed that the CADD Files being provided by KZF and/or its consultants are incomplete in-progress files that are not to be used for Construction purposes. Use of the CADD Files does not relieve the user of the CADD Files of their duty to confirm all as-built construction, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, resolve any conflicts that may exist between the CADD Files and any existing facility, and coordinate your work with that of other entities for the Project. Under no circumstances shall delivery of the CADD Files for use by Client be deemed a sale by KZF and/or its consultants, and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall KZF and/or its consultants be liable for any loss of profit, or any consequential damages, as a result of Client's use or reuse of the CADD Files.

Electronic File Transfer. KZF will provide copies of the Contract Documents in PDF and/or hard copy format, as provided for in the Project Agreement(s). If Client request native CADD files (REVIT or AutoCAD) for use by Contractor, Contractor's consultants, subcontractors or suppliers, Contractor and all entities receiving the native CADD files shall sign an Electronic File Transfer Agreement prior to release and use of the native CADD files. A draft copy of the Electronic File Transfer Agreement can be made available upon request.

Limitation of Liability. The Owner or Contractor agrees that to the fullest extent permitted by law, KZF's total liability to the Owner or Contractor for any and all injuries, claims, losses, expenses, damages, arising out of this Project Agreement(s) from any cause or causes shall not exceed KZF's fee or \$50,000, whichever is greater.

Assignment. Neither Client, nor KZF, shall assign the Project Agreement(s) without written consent of the other, except that Client may assign the Project Agreement(s) to a lender providing financing for the Project if the lender agrees to assume all of the Client rights and obligations under the Project Agreement(s), including any payments due to KZF by Client prior to the assignment. If Client requests KZF to execute certificates or consents, a draft copy of certificates or consents shall be submitted to KZF for review, comment and approval prior to the signing of the Project Agreement(s). KZF shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of the Project Agreement(s) or beyond the scope of KZF's services.

Force Majeure: Notwithstanding anything to the contrary contained herein, KZF shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, supply shortages, breakdowns, malfunctions of computer facilities, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

Thank you for the opportunity to offer these services. This proposal and terms and conditions may be accepted by signing below and returning one executed copy to KZF Design. **We reserve the right to withhold our reports and project submittals until the signed Agreement has been received by KZF Design.** This document will serve as the notice to proceed and as our contract for services. This proposal is valid only if authorized within **45** days from the listed proposal date.

Sincerely,
KZF Design Inc.



Eric Anderson, Vice President

APPROVED AND ACCEPTED

City of Fairfield, Ohio

This _____ day of _____, 2025

Erin Lynn, Planning Manager

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH KZF DESIGN, INC. TO UPDATE THE COMPREHENSIVE PLAN 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 professional services contract with KZF, Design, Inc. to update the comprehensive plan in accordance with the contract on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project has a time schedule beginning in mid-June and milestones dependent upon beginning the project on time; 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 - June 9, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: City Manager's Office - COO

Subject:

Contract with Melink Solar, and necessary appropriations, for construction of a renewable energy project at the City's Wastewater Treatment Plant

Legislation Title:

Ordinance to authorize the City Manager to enter into a design-build contract with Melink Solar for a 1.5 MWdc solar array at the City's Wastewater Treatment Plant, and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Melink Solar, from Milford Ohio, and appropriate \$3,100,000, for engineering, procurement and construction (EPC) of a 1.5 MWdc solar array at the City's Wastewater Treatment Plant.

Discussion:

This project will allow for the design and construction of 1.5 MWdc solar array at the City's Wastewater Treatment Plant - which is the single largest user of electricity of all City-owned facilities.

In 2024 the City's Wastewater Treatment Plant spent over \$260,000 to purchase around 3,700,000 kWh of electricity. However, given recent energy market increases (~40% increase, "all-in"), the City would likely pay around \$370,000 for this same amount of electricity in 2026 and beyond. As a hedge against volatile and increasing energy costs, and in an effort to be more operationally resilient and sustainable, the City wishes to advance this solar array project in connection to its Wastewater Treatment Plant. As designed, this project will offset the annual amount of electricity purchased for this facility from the grid by around 53%.

The array will be constructed on approximately 6 acres of underutilized farm field immediately east of the Plant. Conservatively, the project will generate total lifetime savings to the City of around \$1,700,000-\$2,000,000. The simple pay-back return on investment (ROI) is 12-13 years, inclusive of federal investment tax credits (valued at 30-40% of total project cost) and the planned arbitrage of some RECs. The expected lifespan of this solar array is 30+ years. In

addition to providing cost savings to the City, this project will help achieve a 'priority 1' goal from the Fairfield Sustain Plan: "Increase local on-site renewable energy in municipal operations by 2030".

The City advertised a Request for Qualifications (RFQ) for design-build services for this project in February 2025. The City received responses from 16 vendors. In accordance with Ohio Revised Code requirements, City staff and consulting engineers evaluated the 16 responses based on published evaluation criteria and weighting factors. Based on this qualifications evaluation, the City selected the 5 best responses and then issued a formal Request for Proposal (RFP) to these 5 vendors. The RFQ and RFP documents are attached here for Council review, and the final RFQ scoring matrix is available upon request. Following a mandatory site visit (pre-bid) meeting on 4/3/2025, proposals were accepted by the City until 5/2/2025. The 5 vendors that provided proposals were: Enerlogics; Kokosing; Melink; Solclusion; and Yellowlite. In accordance with Ohio Revised Code requirements, City staff and consulting engineers again evaluated these proposals based on published evaluation criteria and weighting factors, including project cost. Based on this evaluation, the City selected the 3 best proposals for further consideration, and held face-to-face interviews with each of the 3 vendors during the week of 5/19/2025. The final RFP scoring matrix is also available upon request. Following the interviews, the City made the determination that Melink Solar is the best vendor to supply the necessary engineering, procurement, and construction (EPC) services to advance this project.

Melink Solar's proposal is attached for Council review. A contractual appropriation, including contingency, is requested in the amount of \$3,100,000. The estimate on the project as published in the RFP was \$3,000,000.

Financial Impact:

A contractual appropriation is requested for Melink Solar in the amount of \$3,100,000, including contingency. Funding for this project is included in the approved 2025-2029 Capital Improvement Program (CIP) under project 5WW20 - "WWTP Solar Array". The funding source is 624, Sewer Surplus. NOTE: the approved CIP included \$2,500,000 for this project. The additional \$600,000 needed to advance this project will be directed from cash reserves (Sewer Surplus fund).

Emergency Provision:

Yes. Emergency provision is requested to expedite the project. In order for the City to secure federal Investment Tax Credits for this project through the Inflation Reduction Act (IRA), the City must commence construction as soon as practicable in order to comply with tax code provisions.

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. City of Fairfield WWTP Solar RFQ_02212025
2. City of Fairfield WWTP Solar RFP.final

3. City of Fairfield - Melink Solar - RFP Response Document
4. MELINK SOLAR-ORD



REQUEST FOR QUALIFICATIONS (RFQ):

**DESIGN-BUILD SERVICES
for
~2 MWdc SOLAR PV SYSTEM**

**City of Fairfield
Municipal Wastewater Treatment Facility –
Solar Array Project**

4799 Groh Lane
Fairfield, OH 45014

Response Due:

March 10, 2025 at 3 PM EST

Qualifications to be submitted electronically in PDF format
via email to asackenheim@fairfieldoh.gov

Request For Qualifications

1. Project Overview:

1.1. Project Background:

In August 2024 the City of Fairfield published their '[Fairfield Sustains](#)' plan which includes renewable energy goals including the installation of solar arrays at municipal buildings and the reduction of emissions from municipal operations. Accordingly, the City is soliciting qualifications from qualified solar photovoltaic (PV) providers to design and build an approximately 2 MWdc ground-mounted, behind-the-meter solar PV system at the City's Wastewater Treatment Facility (the Facility). This will be the City's first solar installation project.

The City intends to purchase the solar system upfront and be the sole owner of the solar system, the recipient of the federal Investment Tax Credit (ITC), and the owner of the Renewable Energy Certificates (RECs).

The City owns two 18-acre parcels to the east of the Facility. A maximum of 9 acres, in the northwest corner of the site, have been approved to develop solar PV. The other land is to be reserved for future utility use. The area available for solar and existing electrical infrastructure is outlined in the figure below. The current use of the parcel is agricultural production.



1.2. City of Fairfield Municipal Wastewater Treatment Facility Background:

The City of Fairfield Municipal Wastewater Treatment Facility (the Facility) is located on a 220-acre public utility campus next to the Great Miami River and south of Joyce Park. The Facility operates 24/7 year-round and serves a population of over 44,000, as well as Mercy Hospital of Fairfield and a number of commercial and industrial establishments in the City. With an allowable capacity of 10 million gallons per day (MGD), the plant treats on average 5.5 MGD of wastewater across 175 miles of sewer pipeline.

In 2024 the Facility used 3,766,607 kWh of electricity. The Facility is the single largest user of electricity in the municipal portfolio.

1.3. Project Goals:

The City expects the solar system to reduce electricity bills, reduce emissions, and showcase renewable energy to its residents and the broader community. The City also expects the system to not interrupt the Facility's operations or damage any of the Facility's equipment.

1.4. Schedules:

As a public entity, the City of Fairfield must follow the procurement requirements for design-build projects as outlined in the Ohio Revised Code. This Request for Qualifications (RFQ) will be open to all. The City will select and rank not fewer than three firms which it considers to be the most qualified to provide the required design-build services. The City will then issue a Request for Proposal (RFP) to this short-list of qualified firms, at which point firms will have the opportunity to visit the site and submit questions. The RFP will then be scored considering project approach and pricing and City will enter into contract negotiations for design-build services with the firm whose pricing proposal is determined to be the best value.

The tentative RFQ and RFP schedules are listed below. The City of Fairfield reserves the right to modify the schedules at any time.

RFQ Schedule

Project Milestone	Date
RFQ Released	February 21, 2025
Qualifications Due	March 10, 2025
Qualify Short-Listed Firms	March 21, 2025

RFP Schedule

Project Milestone	Date
RFP Released to Short-Listed Firms	March 24, 2025
Site Visit (Pre-Bid Meeting)	April 3, 2025
Deadline to Submit RFP Questions	April 11, 2025
RFP Questions Answered	April 18, 2025
Proposals Due	May 2, 2025
Interviews (Optional)	May 2025
Select Vendor to Design-Build	June 2025

Respondents are required to provide a preliminary project schedule as part of their response. Below is a suggested project schedule based on the City's goal of beginning construction in 2025 and having the system installed and fully operational before the end of the first quarter of 2026.

Suggested Preliminary Project Schedule

Project Milestone	Date
Finalize Vendor Contract	August 2025
Finalize System Design & Permitting	October 2025
Begin Construction	November 2025
System Operation	March 2026

2. Minimum Qualifications:

This section outlines the minimum qualifications that vendors **MUST** meet in order to make the short-list of qualified firms.

2.1. Previous Project Experience:

Vendors must have designed, installed, and monitored at least three (3) ground-mounted PV projects in the past three years, each of which was at least 1 MW DC in nameplate capacity. PV installation experience at water and/or wastewater treatment facilities is strongly desired. Documented experience addressing solar power quality concerns in order to protect sensitive electrical components downstream of the array is also strongly desired.

2.2. Financial Requirements:

Vendors must have the ability to secure a construction performance bond and construction payment bond for 100% of the contract price as outlined in Section 153:1-4 in the Ohio Revised Code. Vendors must have minimum insurance of \$1 million. Vendors must be willing to provide audited financial statements from their most recent three financial years. Documentation of these requirements is not required for the initial RFQ submittal.

2.3. Licensure and Certification

The Contractor and all subcontractors must be licensed to do business in the state of Ohio prior to legislation.

2.4. Team Availability

The team must be available to meet the City's desired project timeline of preliminary design by Fall 2025 and commercial operation by Spring 2026, with construction starting before the end of 2025 to support maximizing the ITC benefits.

3. RFQ Evaluation Criteria:

Firms will be qualified by a review team based on the evaluation criteria and weighting as summarized in the table below.

Evaluation Criteria for Goods and Services	
Description	Points Possible
Minimum Qualifications	
Project Experience	Y / N
- Water/WW experience (desired)	Y / N
- Power quality mitigation experience (desired)	Y / N
Financial Qualifications	Y / N
Licensure and Certification	Y / N
Team Availability	Y / N
All Minimum Qualifications Met?	Y / N
Evaluation Criteria	
Qualifications of Project Team	40
Past Performance and Experience	60
Total Points	100

4. Qualification Submittal Instructions:

4.1. Submission Instructions:

Qualifications shall be emailed in PDF format to Adam Sackenheim, Assistant City Manager, at asackenheim@fairfieldoh.gov . No hard copy qualifications will be received or considered. Qualifications will be received until March 10, 2025 at 3 PM EST. No qualifications will be accepted thereafter.

4.2. Questions:

Direct questions via e-mail only to Adam Sackenheim, Assistant City Manager, at asackenheim@fairfieldoh.gov.

No contact is to be made with City of Fairfield staff other than through e-mail with respect to this qualification request or its status. The deadline for questions is March 4, 2025 at noon EST. Answers to all questions received will be emailed to all registered 'plan holders' by March 6, 2025 at 5 PM EST.

4.3. Required Content:

Responses must include the following content. Example table formats are suggestions and can be edited as needed. These sections correspond to the evaluation criteria noted in Section 3.

Section A.Executive Summary

Section B.Minimum Qualifications

- Provide a brief statement acknowledging that your firm meets the minimum qualifications outlined above in Section 2 including previous project experience, financial requirements, licensure and availability.
 - *Details on previous experience are requested below; do not provide them here.*
- The City desires construction of the PV system to begin in 2025. State your ability to meet this timeline and include a preliminary project schedule. An example schedule is provided in Section 1.4.

Section C. Qualifications and Experience

C.1 Anticipated Project Team

- Identify the Project Team, including sub-contractors and sub-vendors. Include the percentage of work to be performed by each firm along with the firm's office address. Replicate a completed version of the table below in your response.

Firm Name	Location	Role	Percentage of Contract

- Identify key personnel and their qualifications and experience.

C.2 Past Performance

- Provide at least three (3) examples of past projects that meet the minimum requirements listed above in Section 2. Fill out a version of the summary table shown below.

Project Name/ Location	Client Name/ Contact Info	Capacity (MW DC)	Operational Date	Installed Project Cost or PPA Price (\$/MW or \$/MWh)

- Provide a narrative of each project from the table and why you selected the projects as your examples. Additionally, please identify any solar projects you have completed at municipal water and/or wastewater treatment facilities and how/if you addressed power quality at the facility.
- The City of Fairfield reserves the right to contact the provided references to assess the respondent's performance.

5. Confidentiality/Non-Disclosure:

Please be advised that qualifications submitted to the City are subject to applicable Federal, State, and local public information disclosure regulations. Parties to a public contract cannot nullify public records obligations by agreeing that records will not be public. Proprietary data and information that a vendor does not want disclosed to the public may be clearly indicated on each page of the qualification. If a third party under Ohio's Public Records Law requests any document that includes information designated as "proprietary" by the vendor, then the City will notify the vendor of the request. The vendor may take such action as it deems appropriate to restrict or prohibit disclosure, including initiation of any court proceeding. The City shall regard as public record and provide in response to a public records request all qualifications and information submitted subject only to such redactions as determined are permitted by the City Law Director except to the extent that a court orders otherwise.

6. Terms and Conditions:

6.1. Communications:

No contact with respect to this qualification or its status is to be made with any member of the City of Fairfield's staff other than with Adam Sackenheim, Assistant City Manager, via email at asackenheim@fairfieldoh.gov. No calls will be taken during this process.

6.2. Amendments:

This RFQ shall be modified only by a written addendum issued by the City of Fairfield. It is the responsibility of the firms to verify that they have received and incorporated all changes due to addenda into their responses.

6.3. Cancellation/Rejection:

The City of Fairfield reserves the right to cancel at any time, for any reason, this solicitation and to reject all qualifications. The City of Fairfield shall have no liability to any proposer arising out of such cancellation or rejection. The City of Fairfield reserves the right to waive minor variations in the selection process.

6.4. Qualification Costs:

The City of Fairfield assumes no responsibility for costs incurred in the preparation, presentation, or submission of the RFQ.



REQUEST FOR PROPOSAL (RFP):

**DESIGN-BUILD SERVICES
for
~2 MWdc SOLAR PV**

**City of Fairfield
Municipal Wastewater Treatment Facility –
Solar Array Project**

4799 Groh Lane
Fairfield, OH 45014

Response Due:

May 2, 2025 at 3 PM EST

Proposals to be submitted electronically in PDF format
via email to asackenheim@fairfieldoh.gov

REQUEST FOR PROPOSAL

1. Project Overview:

1.1. Project Background:

In August 2024 the City of Fairfield published their '[Fairfield Sustains](#)' plan which includes renewable energy goals specific to installing solar at municipal buildings and reducing municipal operations emissions. Accordingly, the City is soliciting proposals from qualified solar photovoltaic (PV) providers to design and build approximately 2 MWdc ground-mounted, behind-the-meter solar PV at the City's Wastewater Treatment Facility (the Facility). This will be the City's first solar installation.

The City intends to purchase the solar system upfront and be the sole owner of the solar system, the recipient of the federal Investment Tax Credit (ITC), and the owner of the Renewable Energy Certificates (RECs).

1.2. City of Fairfield Municipal Wastewater Treatment Facility Background:

The City of Fairfield Municipal Wastewater Treatment Facility is located on a 220-acre public utility campus next to the Great Miami River and south of Joyce Park. The Facility operates 24/7 year-round and serves over 44,000 residential customers, Mercy Hospital of Fairfield and a number of commercial and industrial establishments in the City of Fairfield. With an allowable capacity of 10 million gallons per day (MGD), the plant treats on average 5.5 MGD wastewater across 175 miles of sewer pipeline.

In 2024 the Facility used 3,766,607 kWh of electricity. The Facility is the single largest user of electricity in the municipal portfolio.

1.3. Project Goals:

The City expects the solar system to reduce electricity bills, reduce emissions, and showcase renewable energy to its residents and the broader community. The City also expects the system to not interrupt the Facility's operations or damage any of the Facility's equipment.

1.4. Project Details:

- **Desired Solar PV System Description:** An approximately 2 MWdc ground-mounted, behind-the-meter solar PV system.
- **System Ownership:** The City intends to purchase the solar system upfront and be the sole owner of the solar system, the recipient of the ITC, and the owner of associated RECs.
- **Scope of Services:** The City is seeking a qualified vendor to engineer, design, permit, procure all materials, install, interconnect, commission, and provide a monitoring platform for an approximately 2 MWdc ground-mounted, behind-the-meter solar PV system. The vendor must also support the City in maximizing and applying for the ITC, providing all necessary documentation.
 - **O&M Contract:** The City may also consider a 3-year operations and maintenance (O&M) contract for the system that should be bid separate from the other services.

- **REC Arbitrage Contract:** The City may consider a contract for arbitrating the solar system's RECs for the first 5 years of operation that should be bid separate from other services.
- **Proposal Requirements:** The vendor must meet the minimum qualifications outlined in Section 3 and submit a full response in adherence to the instructions outline in Section 4.
 - **Base Bid:** The base bid must be an approximately 2 MWdc, plus or minus up to 25%, ground-mounted, fixed tilt system, to be owned by the City of Fairfield. The base bid must meet the domestic content requirements for the direct pay provision of the ITC. NOTE: Proposal evaluation will be based on this base bid criteria.
 - **Alternate Bid – System Size & Type:** Vendors may submit one or more alternate bids that can range from 1-3 MWdc of ground-mounted solar, either fixed tilt or single-axis tracking. The City is open to considering additional solar at this site either now or in the future.
 - **Alternate Bid – Does not meet Domestic Content:** Vendors may submit one or more alternate bids that do not meet domestic content requirements for the direct pay provision of the ITC.
 - **Alternate Bid - PPA:** The City may also consider alternate bids that include alternative ownership options such as a power purchase agreement (PPA).
- **Construction Coordination:** The City requests that the interconnection of the system be coordinated with the City such that any power shut-off does not significantly interfere with the facility's operation.
- **Project Economics:** The City expects solar to reduce distribution and supply costs by reducing the volumetric energy, kWh, charges on each bill. Additionally, the City expects the solar to be producing during PJM's five critical peaks (5-CPs), thus reducing their capacity costs as they are billed for capacity based on their peak load contribution (PLC).
 - **ITC:** It is a priority for the City to maximize the ITC. As a non-tax paying entity, the City will be applying for the ITC through the Direct Pay provision, which has additional requirements, specifically in regards to apprenticeship and domestic content requirements. Please describe in your response how you will maximize the ITC for the City while balancing system costs.
 - **REC Arbitrage:** The Facility is considering arbitrating the system's RECs for roughly the first five (5) years before retiring them to support City sustainability goals. Please describe in your response if you could manage a contract for REC arbitrage for the City and the contract's basic terms and conditions.
 - **Transmission Savings:** The City is not currently aware of an affordable mechanism for unlocking transmission savings for the solar project. Please present your approach and the approximate costs of that approach, if you think otherwise.
- **Warranties:** The City would prefer the following warranties, at a minimum. Longer warranties are encouraged and will be evaluated as part of the Cost Effectiveness evaluation criteria. In your response, please clearly state what warranties you offer and the process for the City should they need to make a claim.
 - **Inverter(s):** 10 years

- **Optimizers (if applicable):** 20 years
- **Panels:** 25 years
- **Production Output:** 90% for 25 years
- **Workmanship:** 15 years

1.5. Site Details:

- **Electric Details:** The Facility currently receives electric distribution service from Duke Energy Ohio (Duke) as a secondary customer on the DS rate tariff. The City procures wholesale energy and capacity through a Certified Retail Electric Supplier (CRES) and intends to continue this approach.

The site is supplied electricity at a voltage of 12.4 kV through a single incoming Duke feeder located at the southeast corner of the facility. The single step-down transformer, owned by Duke Energy and rated at 1000 kVA, reduces the incoming voltage to 480 V/277 V, making it suitable for use across various on-site equipment and systems. The site is equipped with a single electric feed whose meter sits just on the City side of the transformer. Solar interconnection can be done via this electric feed and will be placed behind-the-meter.

The system design must consider power quality solutions. The integration of the solar system must not damage facility equipment. The system must provide equivalent or better power quality than what the Facility currently receives from the grid.

Where PV equipment is selected and specified for this application, including the mission-critical power quality of water and wastewater infrastructure, said equipment shall safeguard the following: surge protection, voltage consistency, transient spikes, and total harmonic distortion. Inverters, transformers, switchgear and controls must be compatible with variable speed drives, PLC driven equipment, sensitive monitoring equipment and computerized SCADA and telemetry modules. Please describe in your response the equipment and/or design features you propose to maintain or improve power quality.

The site consumes roughly 3,700 MWh per year at an average monthly demand of roughly 570 MW. See the table below for monthly consumption and demand.

Month	Electricity Usage (kWh/mo)	Demand (kW)
August '23	339,270	790
September '23	327,695	516
October '23	318,756	539
November '23	321,128	554
December '23	230,022	466
January '24	324,619	496
February '24	280,401	541
March '24	291,097	500
April '24	303,112	548
May '24	341,607	709
June '24	333,459	552
July '24	330,892	599
Total/Average	3,742,058	567

- **Available Land Details:** The City owns two 18-acre parcels to the east of the Facility. A maximum of 9 acres, in the northwest corner, have been approved to develop solar PV. The other land is to be reserved for future utility use. The area available for solar and existing electrical infrastructure is outlined in the figure below. The current use of the parcel is agricultural production. NOTE: this parcel is in the flood zone (100 year floodplain).



1.6. Schedules:

The tentative RFP and project schedules are listed below. The City of Fairfield reserves the right to modify the schedules at any time.

RFP Schedule

Project Milestone	Date
RFP Released to Short-Listed Firms	March 24, 2025
Site Visit (Pre-Bid Meeting) - required	April 3, 2025
Deadline to Submit RFP Questions	April 11, 2025
RFP Questions Answered	April 18, 2025
Proposals Due	May 2, 2025
Interviews (Optional)	May 2025
Select Vendor	June 2025

Respondents are required to provide a preliminary project schedule as part of their response. Below is a suggested project schedule based on the City’s goal of beginning construction in 2025 and having the system installed and fully operational before the end of the first quarter of 2026.

Suggested Preliminary Project Schedule

Project Milestone	Date
Finalize Vendor Contract	July 2025
Finalize System Design & Permitting including interconnection approval	October 2025
Contract HOLD POINT*	October 2025
Begin Construction	November 2025
System Operation	March 2026

***NOTE:** The City intends to include a contractual ‘hold point’ following system design and permitting and interconnection authorization, and before system construction. This ‘hold point’ will enable the City to stop the project prior to construction if, in the opinion of the City, electric system infrastructure upgrade requirements as identified through the interconnection process and imposed by Duke Energy are cost-prohibitive to project advancement.

2. **Scope of Work:**

The vendor’s role will include all design-build tasks for the solar PV system, including:

- Engineering and Design
- Permitting and Interconnection
- Material Procurement
- Installation and Inspection
- Commissioning
- Monitoring & Interactive Kiosk DATA
- Operation and Maintenance (O&M) Documentation
- [OPTIONAL, Separate contract] Annual Operation and Maintenance (O&M); for first 3 years
- [OPTIONAL, Separate contract] REC Arbitrage; for first 5 years

The above will result in the delivery of a fully operational system to the City of Fairfield. The City reserves the right to modify the scope of the project at any time.

2.1. **Engineering and Design:**

The selected vendor will be responsible for all engineering and design of the system. The system design must consider the project and site details outlined above. The vendor will provide

engineering source documents and design drawings stamped (by an appropriately licensed Ohio professional engineer) specifying all details of design including structural support and electrical interconnection. The vendor will provide as-built record drawings, specifications for all major components of the systems (ex: panels, inverter(s), etc.), and any other appropriate supporting documentation.

2.2. Permitting and Interconnection:

The selected vendor is responsible for all permits, licenses, applications (e.g., interconnection with Duke Energy Ohio), and meeting applicable codes and standards. For example, the solar PV system design must comply with current adopted Federal, State and Local Codes, Regulations and Standards including but not limited to Ohio Building Code, National Electric Code, National Electric Safety Code (NESC), Arc Flash Hazard Safety, OSHA, etc. Specifically, the vendor must comply with sections 153.692, 4703.182, 4703.332, and 4733.16 of the Ohio Revised Code, including the use of a licensed design professional for all design services.

2.3. Procurement:

The selected vendor will be responsible for procuring all materials. Preference may be given to materials that meet the domestic content requirements outlined in the Inflation Reduction Act (IRA) that could result in the City receiving an additional 10% Investment Tax Credit (ITC). The City will receive the ITC through the Direct Pay provision and therefore must meet domestic content requirements or receive a reduced ITC.

2.4. Installation and Inspection:

The selected vendor, in addition to all applicable construction codes and standards, must follow all applicable city safety standards.

The selected vendor is responsible for coordinating all required inspections and ensuring that the system receives all required approvals. This includes coordination with the City for all major construction activities and ensuring that construction does not interrupt with the Facility's operations.

2.5. Commissioning:

The selected vendor must ensure that the installed system operates as expected. Vendors should provide a commissioning plan with their bid that states what documentation deliverables will be provided to the City to confirm the completion of commissioning activities. The commissioning plan should include steps to record true power production to confirm the utility-grade meter is reading correctly and the panels are producing as expected.

2.6. Monitoring and Interactive Kiosk Data:

The selected vendor must provide a platform for online PV system performance monitoring and grant the City full access to the data. Regularly collected data should include, but not be limited to, the measured and accumulated solar generation (kWh/day, kWh/year, and cumulative kWh), an estimated percentage of site electric use offset by solar, and power quality metrics.

The City must receive performance notifications. The vendor must establish a process and identify a contact for assistance with troubleshooting.

The selected vendor is required to provide the data to support an interactive, public-facing kiosk. The required data includes:

- Measured and accumulated solar generation (kWh/day, kWh/year, and cumulative kWh)
- Estimated percentage of site electric use offset by solar

- Air quality emissions averted and real-world equivalents conversion (e.g., trees planted, carbon equivalents, homes powered, vehicle miles driven, etc.)

2.7. Operations & Maintenance (O&M) Documentation:

The vendor shall develop a final O&M manual after approved submittals by the vendor. The vendor shall develop a Standard Operating Procedures (SOP) manual related to the project. This manual shall include the vendor's protocol for fixing or replacing components of the solar PV system in events such as vandalism, damage due to nature, normal wear and tear, etc.

2.8. Operations & Maintenance Services (Optional):

Vendors can elect to submit a separate price for 3 years of initial operation and maintenance (O&M) services for the solar PV system. These services include, but are not limited to:

- Corrective maintenance to mitigate any risk to the system or minimize downtime
- Preventative maintenance and inspections to identify and fix problems before they occur
- Follow the requirements outlined in the O&M Manual and SOP Manual

The City may consider awarding this scope of work to the selected vendor but reserves the right to exclude this scope item from the contract. Please submit the cost for this scope of services separate from all others. This optional, additional scope item will not be considered in the RFP scoring.

2.9. REC Arbitrage (Optional):

Vendors can elect to submit a separate price for managing the City's REC sales for the first 5 years of the system, for this project only. These services include, but are not limited to:

- Determine which REC markets the City's RECs are eligible to be sold in
- Determine which REC markets the City's RECs are most valuable
- Manage the selling of the City's RECs into the markets that create the most value for the City

The City may consider awarding this scope of work to the selected vendor but reserves the right to exclude this scope item from the contract. Please submit the cost for this scope of services separate from all others. This optional, additional scope item will not be considered in the RFP scoring.

3. Minimum Qualifications:

This section outlines the minimum qualifications that vendors **MUST** meet in order for their proposals to be considered.

3.1. Previous Project Experience:

Vendors must have designed, installed, and monitored at least three (3) ground-mounted PV projects in the past three years, each of which was at least 1 MW DC in nameplate capacity. PV installation experience at water and/or wastewater treatment facilities is strongly desired.

Documented experience addressing solar power quality concerns in order to protect sensitive electrical components downstream of the array is also strongly desired.

3.2. Financial Requirements:

Vendors must have the ability to secure a construction performance bond and construction payment bond for 100% of the contract price as outlined in Section 153:1-4 in the Ohio Revised Code. Vendors must have minimum insurance of \$1 million. Vendors must be willing to provide audited financial statements from their most recent three financial years. Documentation of these requirements will be required prior to contract execution.

3.3. Team Availability

The team must be available to meet the City's desired project timeline of preliminary design by Fall 2025 and commercial operation by Spring 2026, with construction starting before the end of 2025 to support maximizing the ITC benefits.

3.4. Licensure and Certification

The Contractor and all subcontractors must be licensed to do business in the state of Ohio prior to legislation.

4. RFP Evaluation Criteria:

Proposals will be evaluated by a technical review team based on the evaluation criteria and weighting as summarized in the table below.

Evaluation Criteria for Goods and Services	
Description	Points Possible
Evaluation Criteria	
Water / WWTP Experience	10
Anticipated Project Team	10
Past Performance	10
Understanding of Project / Project Approach	20
Ability to Maximize ITC Credit	10
Schedule / Team Availability	10
Cost	30
Total Points	100

5. Proposal Submittal Instructions:

5.1. Submission Instructions:

Proposals shall be emailed in PDF format to Adam Sackenheim, Assistant City Manager, at asackenheim@fairfieldoh.gov . No hard copy qualifications will be received or considered.

Proposals will be received until May 2, 2025 at 3 PM EST. No proposals will be accepted thereafter.

5.2. Questions:

Direct questions via e-mail only to Adam Sackenheim, Assistant City Manager, at asackenheim@fairfieldoh.gov.

No contact is to be made with City of Fairfield staff other than through e-mail with respect to this proposal request or its status. The deadline for questions is April 11, 2025 at noon EST. Answers to all questions received will be emailed to all vendors by April 18, 2025 at 5 PM EST.

5.3. Site Visit (Required):

Interested vendors **must attend** the site visit with City of Fairfield staff on April 3, 2025 at 2 PM EST. Questions will be collected at the site visit and answered in a written addendum.

5.4. Interviews:

The City of Fairfield reserves the right to conduct interviews with any, all, or none of the responding firms. The City could deem interviews necessary for firms to present their project team, to clarify and respond to questions relating to their Proposal from the evaluation committee, or to refine Proposal scores for finalists.

5.5. Proposal Format:

Each vendor seeking consideration for the performance of services related to this RFP must submit a proposal. The proposals are required to meet the following format requirements:

- Proposals shall be formatted for letter-size (8.5" x 11") paper, with exception to any draft design drawings which may be submitted in a larger size format
- Page numbers must be included at the bottom of each page
- Font must be at least 12 point
- Vendors shall limit proposals to no more than twenty (20) total pages, excluding the appendices. A 'page' is one side of a sheet of paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is one page. If both sides of a sheet of paper have text, that is two pages. All appendices and the optional sections will not count against page length. Responses longer than the maximum may be disqualified.

5.6. Required Content:

Proposals must include the following content. Example table formats are suggestions and can be edited as needed. These sections correspond to the evaluation criteria noted in Section 4.

Section A. Executive Summary

Section B. Minimum Qualifications

- Provide a brief statement acknowledging your firm meets the minimum qualifications outlined above in Section 3 including previous project experience, financial requirements, licensure and availability.
- *Details on previous experience are requested below. Do not provide them here.*

Section C. Qualifications and Experience

C.1 Anticipated Project Team

- Identify the Project Team, including sub-contractors and sub-vendors. Identify the percentage of work to be performed by each firm along with the

address of each sub-vendor's office. Replicate a completed version of the table below in your proposal.

Firm Name	Location	Role	Percentage of Contract

- Identify key personnel and their qualifications and experience.

C.2 Past Performance

- Provide at least three (3) examples of past projects that meet the minimum requirements listed above in Section 3. Fill out a version of the summary table shown below.

Project Name/ Location	Client Name/ Contact Info	Capacity (MW DC)	Operational Date	Installed Project Cost or PPA Price (\$/MW or \$/MWh)

- Provide a narrative of each project from the table and why you selected them as your examples. Specifically, please identify any solar projects you have completed at municipal wastewater treatment facilities.
- These tables can be copies of the vendors' Request for Qualifications response tables and do not need to include additional experience.
- City of Fairfield reserves the right to contact the provided references to assess the respondent's performance.

Section D. Schedule / Team Availability

- Include a preliminary project schedule. An example schedule is provided in Section 1.6.

Section E. Cost Structure

- The **base bid must** be an approximately 2 MW DC, plus or minus up to 25%, ground mounted, fixed-axis, behind-the-meter system that is owned by the City and meets the domestic content requirements for the direct-pay provision of the ITC. The guaranteed maximum price for all required scope items outlined above in Section 2 is \$3M, before the ITC or any other incentives. **NOTE:** Proposal evaluation will be based on this base bid criteria.
 - The City may consider **alternate bids** with the following variations. If proposing an alternate bid, please describe in your response why the City may want to consider this alternate.
 - **Alternate Bid – System Size & Type:** Vendors may submit one or more **alternate bids** that can range from 1-3 MWdc of ground-mounted solar, either fixed tilt or single-axis tracking. The City is open to considering additional solar at this site either now or in the future.
 - **Alternate Bid – Does not meet Domestic Content:** Vendors may submit one or more **alternate bids** that do not meet domestic content requirements for the direct pay provision of the ITC.

- **Alternate Bid - PPA:** The City may also consider alternate bids that include alternative ownership options such as a power purchase agreement (PPA).
- Include a version of the following table. If a vendor wishes to include optional services, please also submit a version of the 'Optional Services' table.

	Capacity (MW-DC)	System Type	Design Services (\$)	Pre-construction services (\$)	Construction (\$)	Total (\$)	ITC (\$)
Base Design		Fixed @ X°					
Alternate Design 1							
Alternate Design 2							

Optional Services	Annual O&M Services (\$)	REC Arbitrage (\$)
Base Design		
Alternate Design 1		
Alternate Design 2		

- In the "Total" column, the vendor should provide their Engineering, Procurement, and Construction contract price. **Do not** include the potential Investment Tax Credit (ITC) or Operation and Maintenance (O&M) cost.
- The City of Fairfield is a non-tax paying entity that may receive the ITC under the "direct pay" option of the Inflation Reduction Act (IRA). Please list the anticipated ITC percentage considering client applicability, domestic content requirements for direct pay entities, and any potential additional credits available to the Facility.
- Vendors may include an annual operations and maintenance (O&M) services cost under the "Annual O&M Services" column. Do not include this optional scope item in the "Total" column. This scope item will not be considered in scoring.
- Vendors may include a REC Arbitrage sales cost under the "REC Arbitrage" column. Do not include this optional scope item in the "Total" column. This scope item will not be considered in scoring.
- The price submitted shall be inclusive of all professional design services, preconstruction services, design-build services, generation conditions, O&M documentation and contingencies.
- Provide a narrative describing the following:
 - Any assumptions made in the cost calculations (i.e., interconnection costs, ITC %).
 - Warranties on system components (i.e., inverter, optimizers, panels), production output, and workmanship.
 - Clearly explain the invoicing and payment frequency process along with all documentation expected to be produced by the vendor to justify invoices.

- Vendor’s protocol for fixing or replacing components of the solar PV system due to normal wear and tear, or damage due to nature or vandalism, etc. and how this protocol will support the production output warranty.
- While the base bid of this proposal and the associated evaluation process is associated with a 2 MWdc, plus or minus up to 25%, ground-mounted, fixed tilt system to be owned by the City of Fairfield, the City is willing to consider alternative ownership options such as a power purchase agreement (PPA). If proposing a PPA ownership structure (optional), include in this cost structure narrative a description of the Vendor’s typical PPA structure, duration of agreement, typical size of array, standard terms and conditions of agreement, year 1 pricing, and annual escalation rate.
- If proposing an O&M contract (optional), include the Vendor’s overall plan for site maintenance. Be specific about how frequently you anticipate routine maintenance items such as cleaning of the panels or servicing of the inverters and when throughout the year you propose those tasks will be performed.
- Provide a summary table including the following:
 - Number of panels and rated panel wattage
 - Number/type of inverters and DC/AC ratio
 - Estimated solar array degradation factor
 - Expected annual solar production through Year 30
 - Expected avoided electric costs through Year 30
 - Expected annual cashflow through Year 30

City of Fairfield reserves the right to consider different financing structures, different ownership structures, and different system options in the contract negotiation phase.

Section F. Project Approach/Understanding

- Present the vendor’s understanding of the scope, challenges, and limits within the context of the project. Confirm that your design adheres to the design criteria outlined in the sections above.
- Include a statement of general site conditions and estimated contingency requirements.
- Indicate what equipment, design measures, etc. have been included in the system design in order to maintain or improve the Facility’s power quality.
- Indicate typical monitoring and data acquisition systems to be utilized and how the City will be given access and rights to all data generated.
- Describe the proposed design services and any preconstruction services, including specific information related to the Vendor’s approach to interconnection planning with the electric utility.
- Describe the potential economic benefit to the City over the course of the project.
- Describe cost containment measures for design and construction.
- Include a description of required involvement of the City.

- Include base bid draft design drawings.
- Include a tentative project schedule.

Section G. Alternate Design Description (Optional)

- Include a description of this design, how it compares to the base bid, and why you proposed this alternative.
- Provide the total system capacities (MW-DC) and the total system annual generation (kWh-AC/year).
- Include alternate bid draft design drawings.
- Put “n/a” in this section if not submitting an alternate design for consideration.

Section H. Local Presence and Projects

- Provide a narrative describing your local presence, past local projects, and the percentage of local workforce that will be part of this project team.

Exhibits

- Exhibit A – Submission Spreadsheet: The conceptual designs and cash flow forecasts shall be summarized using the Submission Spreadsheet (see Exhibit A)

6. Confidentiality/Non-Disclosure:

Please be advised that qualifications submitted to the City are subject to applicable Federal, State, and local public information disclosure regulations. Parties to a public contract cannot nullify public records obligations by agreeing that records will not be public. Proprietary data and information that a vendor does not want disclosed to the public may be clearly indicated on each page of the qualification. If a third party under Ohio's Public Records Law requests any document that includes information designated as "proprietary" by the vendor, then the City will notify the vendor of the request. The vendor may take such action as it deems appropriate to restrict or prohibit disclosure, including initiation of any court proceeding. The City shall regard as public record and provide in response to a public records request all qualifications and information submitted subject only to such redactions as determined are permitted by the City Law Director except to the extent that a court orders otherwise.

7. Terms and Conditions:

7.1. Communications:

No contact with respect to this proposal or its status is to be made with any member of City of Fairfield's staff other than with Adam Sackenheim, Assistant City Manager, via email at asackenheim@fairfieldoh.gov. No calls will be taken during this process.

7.2. Amendments:

This RFP shall be modified only by a written addendum issued by City of Fairfield. It is the responsibility of the firms to verify that they have received and incorporated all changes due to addenda into their responses.

7.3. Cancellation/Rejection:

City of Fairfield reserves the right to cancel at any time, for any reason, this solicitation and to reject all proposals. City of Fairfield shall have no liability to any proposer arising out of such cancellation or rejection. The City of Fairfield reserves the right to waive minor variations in the selection process.

7.4. Proposal Costs:

The City of Fairfield assumes no responsibility for costs incurred in the preparation, presentation, or submission of the RFP.

7.5. Negotiations:

If the City of Fairfield and the firm ranked best qualified cannot negotiate a contract in good faith, the City shall notify the firm in writing of the termination of negotiations and enter into negotiations with the firm ranked next best qualified. If negotiations again fail, the procedure will be followed with each next best qualified firm until a contract is negotiated. However, the City retains the right to cancel at any time, for any reason, this solicitation and to reject all proposals.

7.6. Safety:

The City of Fairfield as a municipal corporation in the State of Ohio must comply with all health and safety standards as enforced by the Public Employees Risk Reduction Program (PERRP). Fairfield employees and any and all contractors and subcontractors must abide by PERRP standards. PERRP has incorporated by reference all federal Occupational Safety and Health Administration (OSHA) standards found in the Code of Federal Regulations (CFR) Title 29 Parts 1910, 1926 and 1928 as Ohio Employment Risk Reduction Standards. All adopted Ohio Employment Risk Reduction Standards are found in Chapter 4167 of the Ohio Revised Code and the Ohio Administrative Code. More information can be found here:

<https://info.bwc.ohio.gov/for-employers/safety-services/consultations-and-programs/perrp>

8. RFP Exhibits and Attachments

8.1. Exhibit A: Conceptual Site Design Spreadsheet (Cash Flow forecasts)

8.2. Appendix 1: Design Build Contract Example

- The City of Fairfield in partnership with the solar developer will design and execute an agreement following a similar form as the State of Ohio Design-Build Draft Agreement, provided as Appendix 1



Melink Solar's 6 MW-DC Fixed Tilt Ground Mount Array, completed in 2022.

City of Fairfield Municipal Wastewater Treatment Facility – Solar Array Project

Request for Proposal (RFP): Design-Build Services for ~2 MWdc Solar PV

Melink Solar, LLC
5140 River Valley Rd
Cincinnati, OH 45150

Seth Parker
513-965-7348
sparker@melinksolar.com

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Image: Melink Solar's solar array installed at Kent State University's Trumbull campus; 1 of 3 systems installed in 2021 across three sites totaling 2.25 MW-DC. Melink Solar is currently building Phase II at KSU Main Campus.



Section A: Executive Summary & Reintroduction

Adam Sackenheim
Assistant City Manager, City of Fairfield
4799 Groh Lane, Fairfield, OH 45014
asackenheim@fairfieldoh.gov

May 2, 2025

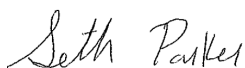
Dear Adam, and the City of Fairfield Team,

Melink Solar is pleased to provide a response to the referenced solar Request for Proposal (RFP) for City of Fairfield Municipal Wastewater Treatment Facility – Solar Array Project. Melink Solar is a commercial, turnkey Engineering, Procurement, and Construction (EPC) firm. Melink Solar would be responsible for the design, permitting, safe construction, project management, quality control (including safety and scheduling), commissioning, and maintenance (if desired) of the system.

We'd like to remind your team that Melink Solar has been empowering people to build their own sustainable future since 1987. Our core values include Sustainability Leadership, Integrity, Excellence, Reliability, and Quality. Below are bullet points of why we believe Melink Solar is the most uniquely qualified for this project, as detailed in our RFQ response document.

- **Experience and Expertise:** Melink has installed nearly 300 megawatts (MW) of solar capacity with unrivaled customer service.
 - **#1 solar firm headquartered in Ohio** by most installed commercial solar capacity
 - **#1 commercial & industrial EPC** in the Midwest
 - **#8 commercial & industrial EPC** for completed national capacity
- **Leadership**
- **People**
- **Engineering Approach**
- **Material Quality**
- **Operational Excellence**
- **Customer First Approach**
- **Best Value**

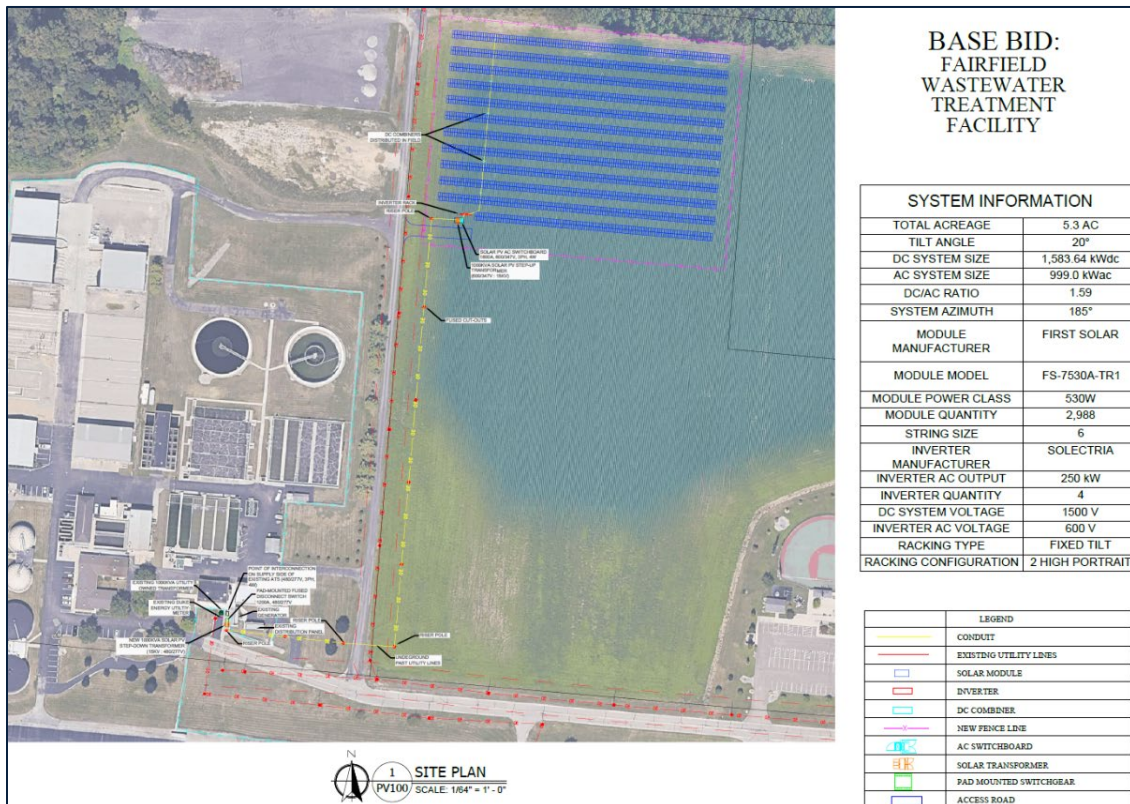
Please contact me with any questions regarding this RFP Response,

A handwritten signature in black ink that reads "Seth Parker".

Seth Parker
CEO, Melink Solar
513-965-7348
sparker@melinksolar.com

Executive Summary & Base Bid Design

This PV project for the City of Fairfield demonstrates strong financial performance, with a total project cost of \$2,929,151 and an impressive return on investment (ROI) of 374.2% and an internal rate of return (IRR) of 13.1%. The system offers significant long-term savings, reducing electric bills by approximately \$12.8 million, and achieves a payback period of just 8.9 years. All of this achieves a levelized cost of energy (LCOE) of \$0.032/kWh for the 30-year lifetime of the system.



Payment Options	Cash Purchase
Upfront Payment	\$2,929,151
Total Incentives	\$1,171,660
Net Payments (After Inverter Replacement)	\$1,836,673
Electric Bill Savings - Term	\$12,797,821
ROI - Term	374.2%
IRR - Term	13.1%
Net Present Value	\$5,492,636
LCOE PV Generation	\$0.032 /kWh
Payback Period	8.9 Years

Section B: Minimum Qualifications

Melink Solar meets all the minimum qualifications for this RFP as detailed in RFP Section 3. The team has designed, installed, and monitored more than three ground-mounted PV projects in the past three years, each of which was at least 1 MW-DC in nameplate capacity. Melink Solar also has experience building PV projects at a wastewater treatment plant with the City of Ann Arbor (MI).

To the rest of RFP Section 3.1, the team is currently addressing comparable questions on power quality concerns to protect sensitive electrical components downstream of the array with the City of Ann Arbor's wastewater treatment plant. The solar inverters Melink Solar uses adhere to strict standards regarding the level of power quality they put out. Based on the City's current power quality readings, Melink Solar has no concerns for this project. Power quality is addressed in more detail in Section F.

Melink Solar has noted the financial and insurance requirements in RFP Section 3.2 and has included these documents in the attached packet (see **City of Fairfield RFP – 3.2 – Melink Solar - COI** and **City of Fairfield RFP – 3.2 – Melink Solar - Surety Letter**). To RFP Section 3.3, Melink Solar confirms that the overall timeline of the project works well with team availability. The example RFP schedule in RFP Section 1.6 is feasible in conjunction with staff availability. A preliminary schedule is included in Section D.

Lastly, to Section RFP 3.4, Melink Solar and all pre-screened subcontractors are licensed to do business in Ohio. The team also acknowledges receipt of RFP Addendum No. 1.

Section C. Qualifications & Experience

C.1 Anticipated Project Team

Melink Solar assigns a dedicated "Project Team" to each project to ensure seamless execution. This team includes a Project Engineer, Project Manager, Associate Project Manager, and Construction Manager, all working in close collaboration. The Project Team is further supported by a Senior Project Manager, the Director of Operations, the Head of Engineering, and the CEO.

- **Pre-Construction Phase:**
 - During this phase, the assigned Project Engineer serves as the primary customer contact, as most discussions focus on system design. The Project Engineer is supported by the Project Manager, the Director of Engineering, and the CEO to address design-related inquiries and ensure alignment.
- **Construction Phase:**

- The Project Manager becomes the primary customer contact, supported by the Associate Project Manager and Construction Manager in managing daily activities. The Project Engineer remains actively involved to review and respond to contractor RFIs (Requests for Information) and ensure installation methods comply with Melink Solar's specifications.
- **Escalation and Oversight:**
 - The Senior Project Manager oversees multiple Project Teams and acts as a point of escalation if challenges arise.

While Seth Parker (CEO), Nathan Young (Head of Engineering), and Martin Baker (Director of Operations) are not formally part of the Project Team, they play an active role during both pre-construction and construction phases. Their priority is to ensure the project is managed effectively and to participate in key meetings. Weekly executive-level check-ins with the Senior Project Manager and Project Manager will provide updates and address any issues. Should challenges arise, these executives will be directly involved in resolving them to keep the project on track.

The following image depicts an example of the Melink Solar Project Team:

PROJECT TEAM



Below are the relevant experiences, qualifications, and educational backgrounds of the Melink Solar Project Team.

Seth Parker – CEO

Seth Parker joined Melink in 2015 and is currently serving Melink Solar as CEO, where he oversees the day-to-day operations and ensures projects are properly staffed with experienced team members to exceed customer expectations. Seth has 250+ MW of solar EPC experience. He holds a M.S. in Renewable and Clean Energy from the University of Dayton and a B.A. in



Economics from Wittenberg University. Seth has also obtained his OSHA-30 and Certified Energy Manager (CEM) certifications.

Drew Guthridge – CFO

Drew joined the Melink Solar team in 2023. Drew has his B.A. in Accounting from Wright State University and an M.B.A. from Wright State University. Prior to joining Melink Solar, Drew worked 10+ years in automotive manufacturing including CFO & CEO roles in global organizations. During his time in manufacturing, Drew lead sustainability initiatives including solar implementations, carbon footprint analyses and net-zero carbon roadmaps.



Nathan Young – Head of Engineering

Nathan joined Melink in 2014 as the Solar Asset Manager. Nathan has 17 years of experience in the construction industry and has spent the last 10+ years in the solar sector with over 275 MW of experience. He is a NABCEP Certified PV Installation Professional™. Nathan is active in his community as a volunteer soccer and volleyball coach. Nathan graduated from Northern Kentucky University with a BS in Construction Management and Cincinnati State Technology College with an AAS in Civil Engineering Technology-Architecture.



Martin Baker – Director of Operations

Martin joined Melink Solar with 12 years of leadership & project management experience. He attended the United States Military Academy at West Point and majored in mechanical engineering with a sub-discipline of power and energy. Upon graduating college, Martin served in the United States Army in the 101st Airborne Division as an Infantry officer and Ranger and in 5th Special Forces Group as a Green Beret and ODA Commander. After 10 years of service in the Army, Martin joined Cincinnati-based Ethicon Endo-Surgery as the Senior Project Manager of an estimated \$1 billion USD integrated surgical tower platform.



Luke Larison – Senior Project Manager

Luke Larison joined Melink in 2018 as a Project Manager. Luke has experience managing over 100 MW of solar installations, including roof mount, canopy, pile driven fixed tilt, ballasted fixed tilt, single axis trackers, and experience with landfill projects. Luke holds a Bachelor of Science in Physics, a Minor in Nuclear Engineering, and a Minor in Business from The Ohio State University. Luke has his OSHA-30 and is a NABCEP Certified PV Installation Professional™.



JR Stoll – Project Manager

JR Stoll joined Melink in 2021 as a Construction Manager after three years in the construction industry as a Project Engineer. JR has worked in engineering and solar construction groups within Duke Energy, ensuring projects are completed on time and on budget. JR has experience managing over 50+ MW of solar installations including roof mount, canopy, pile driven fixed tilt, ballasted fixed tilt, and single axis trackers. JR holds a Bachelor of Science in Civil Engineering from the University of Cincinnati. JR has his OSHA-30 Hazard Training and has completed 40 hours of NABCEP Advanced PV Certification Training and is obtaining his PMP Certification.



Justin Ehren – Project Engineer II

Justin joined Melink in 2019 as a sales engineer co-op while pursuing his master's degree in Renewable and Clean Energy at the University of Dayton. Upon graduating in 2020, Justin transitioned to a full-time role as a Project Engineer. Justin has extensive experience with various systems, including flat and pitched roof mounts, fixed tilt and tracking ground mounts, as well as canopy/carports. Over the past 5 years, he has designed technical drawing sets for over 50 MW of solar PV projects, spanning nearly 50 constructed projects. Furthermore, Justin is proficient in modeling solar PV systems and providing accurate projections for system performance over its lifetime.



Dillon Marshall – Associate Project Manager

Dillon joined Melink Solar after 10 years of experience in the Special Operations community in the United States Army. Dillon has a BS in Environmental Management, a NABCEP PV Associate Certificate, and is a PMP. Dillon has experience with both roof mounts and ground mount projects, including working from some of Melink Solar's largest customers.



Sub-contractors and Sub-vendors

At this stage of the process, Melink Solar is unable to disclose specific sub-contractors and sub-vendors due to confidentiality agreements and competitive considerations. The team is already engaged with a small group of vetted partners with a proven track record in solar PV installations, electrical work, civil engineering, and other relevant scopes.

Upon interview or contract award, Melink Solar will promptly provide a more detailed breakdown of the sub-contractor team, including the names and approximate percentage of work to be performed by each subcontractor and sub-vendor, in full

compliance with the RFP requirements. The team appreciates your understanding and is committed to full transparency and compliance throughout the contracting process.

Melink Solar's typical sub-contracted workflow is as follows:

- After the design is complete, Melink Solar will create a Bill of Materials for materials that are needed and create detailed scopes of work for the various scopes necessary for the project.
- Prospective bidders/partners will be notified the bids are forthcoming so they can proactively allocate resources for the bid response.
- Melink Solar will create a detailed Gantt chart for the entire project, suggesting the expected timeframe so bidders can evaluate the necessary resources required as well as other factors such as weather.
- Melink Solar will provide all bidders with an expectation of the bid due date.
- Upon receiving the bids, the team will review them for cost and completeness.
- Melink Solar will hold meetings with bidders to clarify questions, ensure there are no scope gaps, and ensure scopes are assigned to the appropriate subcontractor.
- Melink Solar will conduct further qualification research as needed on perspective bidders to determine who is going to provide the best value.
- Melink Solar will also evaluate from a risk management standpoint. In other words, Melink Solar will look to identify and mitigate potential risks associated with subcontractor performance, material availability, and other factors that may impact project delivery.

C.2 Past Performance

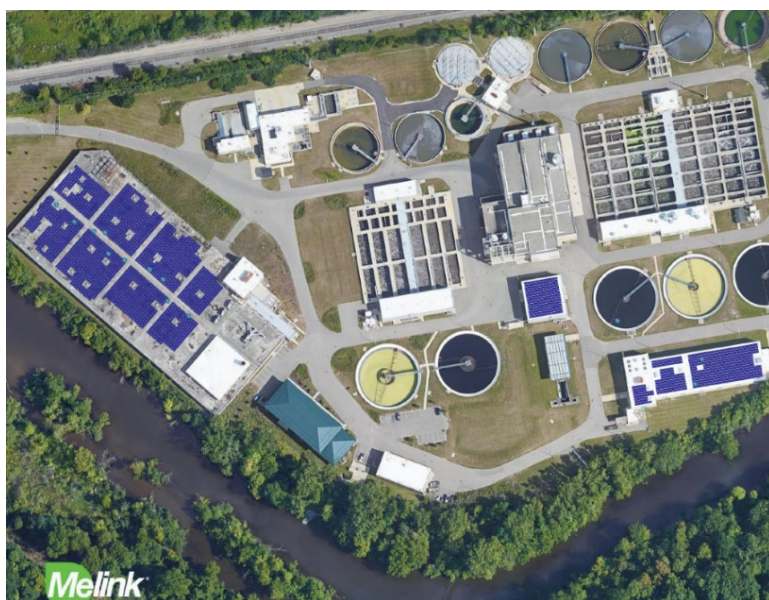
Melink has installed nearly 300 MW of solar capacity across the nation, making Melink Solar the most experienced Ohio-based solar EPC. Melink Solar has experience with roof-mount systems (ballasted and standing seam), ground-mount systems (fixed tilt and trackers), and parking canopies.

Ground-Mount Experience

The following are examples of ground-mount projects that Melink Solar has designed and built. Other specific details are confidential.

Location	Client Name	Capacity (MW-DC)	Operational Date
Columbus, OH	NextEra	34 MW-DC	2024
Saginaw, MI	Nexter	8.42 MW-DC	2024
Lexington, KY	Lexmark	2.37 MW-DC	2023

Images of these sites are available in Appendix 3.



These three projects exemplify distinct types and scales of Melink Solar's recent ground-mount projects. The first project is a front-of-the-meter municipal project with the City of Columbus. The 34-MW-DC project utilizes a single-axis tracker system to better capture sunlight throughout the day. The Nexteer project is a large, behind-the-meter installation completed with a fixed-tilt system. The final example at Lexmark shows a site most emblematic of this RFP in that it is under 2.5 MW-DC and

erected utilizing a fixed-tilt racking system on a typical flat, greenfield site.

The City of Ann Arbor Wastewater Treatment Plant project is under construction right now and totals approximately 650 kilowatts-DC (here is the preliminary design). See below for relevant project references from past Melink Solar projects.

PV Solar Project References

	The Cincinnati Zoo & Botanical Garden	AES Clean Energy	Long-Stanton Manufacturing
Name	Mark Fisher	Jennifer Jones	Marvin Cunningham
Title	VP of Facilities, Planning & Sustainability	EPC Project Manager	President
Phone	513-559-7707	720-800-5645	513-720-3959
Email	Mark.Fisher@cincinnati zoo.org	Jennifer.jones@aesohio.com	marvinc@longstanton.com

Section D: Schedule / Team Availability

The schedule is highly dependent upon when Melink Solar can order long-lead time equipment. The team has created a schedule for two scenarios. The first scenario, with a limited notice to proceed (LNTP), allows for Melink Solar to order items like an AC switchboard and transformers before the contract hold point. This allows for the project to be completed by March 2026.

Please note that ordering long-lead time equipment prior to the contract hold point will still allow for construction to be cancelled if necessary. If this equipment order must wait until after the contract hold point, it will postpone completion until May 2026.

Smartsheet link:

<https://app.smartsheet.com/b/publish?EQBCT=25d86f3fe20c4712b27e9a91e2ec2b70>

Project Milestones with LNTF	Date
Finalize Vendor Contract	7/1/2025
Finalize System Design & Permitting including Interconnection Approval	10/1/2025
Contract HOLD POINT*	October 2025
Begin Construction	10/28/2025
System Operation	3/16/2026

Smartsheet link:

<https://app.smartsheet.com/b/publish?EQBCT=2556e2ddb3104f5480cf9dd072f006c2>

Project Milestones without LNTF	Date
Finalize Vendor Contract	7/1/2025
Finalize System Design & Permitting including interconnection approval	10/1/2025
Contract HOLD POINT*	October 2025
Begin Construction	10/28/2025
System Operation	5/5/2026

Additionally, specific Project Team availability and anticipated project involvement is detailed in Section C.1.

Section E: Cost Structure

All figures listed below are inclusive of professional design services, preconstruction services, design-build services, construction services, generation conditions and contingencies.

- **E.1 Base Bid Total (\$/W): \$1.85/W**
- E.2 Alternate Bid (does not meet Domestic Content) Total (\$/W): \$1.701/W
- E.3 Alternate Bid (PPA with Base Bid) Total (\$/W): \$1.889/W
- More information on the alternative bids is provided in Section G

Design	Capacity (MW-DC)	Total (\$/W)	System Type	Design Services (\$)
Base E.1	1.58364	\$1.85/W	Fixed Tilt (FT)	\$30,126.38
Alt. E.2	1.65672	\$1.701/W	FT	\$30,455.24
Alt. E.3	1.58364	\$1.889/W	FT	\$60,126.38

Design	Construction Services (\$)*	Total (\$)	ITC (%)	ITC (\$)
Base E.1	\$2,899,024.62	\$2,929,151	40	\$1,171,660.40
Alt. E.2	\$2,787,722.76	\$2,818,178	30	\$845,453.40
Alt. E.3	2,931,965.62	\$2,992,092	40	\$0 (to PPA owner)

Optional Services	Fixed 3-YR O&M Agreement (\$) ^	3-YR REC Arbitrage (\$) **
Base E.1	\$14,450.68/year	\$114,824.48
Alt. E.2	Discussion upon request	Discussion upon request
Alt. E.3	Handled by PPA owner	\$114,824.48
* Without a strict definition of preconstruction vs. construction, they are combined here		
^ O&M agreement set to mimic the specifications in RFP Section 2.8		
** Detailed review upon bid award; based on May 2025 PA-Tier 1 vs. OH SREC pricing		

Bid Narrative

Assumptions

For all the bids above, the assumptions include:

- Today's federal ITC guidelines for direct pay and domestic content.
- Sales and Use taxes are excluded, as is typical with solar PV projects. Payment and performance bonding is excluded but can be added if needed.
- The cost of any utility required upgrades are excluded, per RFP.
- The system is designed assuming one inverter will be derated by 1kW, to keep the AC system size below the 1-MW threshold. This is because the utility typically requires a utility upgrade consisting of a recloser (at a minimum) when the system size is 1MW-AC or greater. Historically, Melink Solar has seen this cost around \$100,000, if required. Additionally, this system size likely eliminates the need for an Impact and Facilities Study, as well as the utility transformer upgrade cost.
- There was no mention of a prevailing wage requirement within the RFP, and solar projects under 1MW-AC do not require prevailing wages to be made to remain compliant with the IRA. However, Melink Solar has included prevailing wage rates, as the team believes these will be required due to typical City policies.
- The system is designed to have a four foot (4') minimum front edge height (slightly higher than normal), due to the base flood elevation.

- The budget includes an allowance of \$28,000 for utility studies and utility fees, building and electrical permit cost. Melink Solar does not know how the city would allocate fees for this project, which is why this is being proposed as an allowance.
- The transformer includes FR3 oil, for environmental protection. An oil containment system is not included but could be considered given the nature of the site.
- The design/budget assumes a pile-driven foundation system, which is typical in this area. No geotechnical analysis was provided for further analysis. Melink Solar would perform further analysis and testing to verify this assumption.
- The proposal does not include any special landscaping or tree buffers or remediation of drain tiles if necessary. This can be added if deemed necessary.
- First Solar PV panels (locally made), and domestically made Solectria/Yaskawa inverters, and Terrasmart/APA (both locally manufactured), are included to meet IRA Domestic Content requirements.
- Melink Solar is operating under the assumption that the IRS will make a correction to the domestic content percentage step-up omitted in the IRS latest guidance, following the previous schedule of 45% of total project cost required in 2025. 2024 required 40% of total project cost.

Warranties

Melink Solar has reviewed the project details laid out in RFP Section 1.4 and Section E. The team agrees with the terms of each warranty (optimizers will not be included in this design) listed aside from workmanship.

Melink Solar has great confidence in the quality of the team's work and the components included in the installation. In Melink Solar's experience, most issues with PV arrays arise in the first year of operation or during final commissioning testing. Extending a warranty deep into the future does not necessarily correspond with helping workmanship issues, it is mostly O&M deficiencies at that point. Additionally, in conjunction with Melink Solar's proprietary project management platform and extensive quality assurance/quality control protocol, typical issues like deficient fasteners and incorrect wiring are addressed in the team's more than 500-line project review document before commissioning. Melink Solar typically provides a one-year workmanship warranty.

Workmanship Warranty

As part of our contractual commitment under the standard AIA agreement, Melink Solar provides a one-year workmanship warranty for all labor and installation work performed under this Design-Build Solar Project. This warranty **begins on the date of Substantial Completion**, as defined in the contract.

Under this workmanship warranty, Melink Solar warrants that all work will be free from defects in materials and workmanship not inherent in the design and will conform to the contract documents. Should any defects in workmanship be identified within the

warranty period, Melink Solar will, at its expense, promptly correct and remedy such deficiencies upon notification by the Owner, in accordance with Section 12.2.2 of the AIA A201 and/or applicable subcontract provisions, such as AIA A401. This warranty is in addition to, and does not limit, any manufacturer warranties for equipment or materials provided as part of the project. All corrective work performed under the warranty will also be warranted for a minimum of one year from the date of correction.

Invoicing and Payment Frequency Process

Melink Solar invoices based upon agreed project milestones; examples of milestones can be found below. The complete list of invoiceable milestones will be aligned with the project owner in advance and incorporated into the agreement.

- Completion of design and permitting
- Procurement and delivery of materials
- Completion of installation
- Final acceptance

Documentation Attached to Invoices

Melink Solar generally provides examples of invoice documentation that can be found below.

- Application for Payment in AIA G702 format.
- Milestone evidence, photo documentation or field reports confirming progress.
- Lien waivers and releases from Contractor and applicable Major Subcontractors.
- Work completion reports or milestone achievement reports aligning with the project schedule.
- As-built drawings, operations and maintenance (O&M) manuals, and standard operating procedures (SOP) (to close out the project and support final invoicing).

Melink Solar's protocol for fixing or replacing components of the solar PV system due to wear and tear, damage or vandalism falls into two categories: projects with an O&M contract and those without. Without an O&M contract, the team does not provide free maintenance or repair services, but Melink Solar will provide the City with a structured support system to ensure reliability and production:

- Melink Solar can be available for one-off system checks at a billed hourly rate.
- In conjunction with the O&M and SOP manual handoffs, the Melink Solar team can also ensure the City's team has all pertinent information and contacts for manufacturer warranty issues.
- The team emphasizes that routine maintenance, monitoring and issue-spotting are the City's responsibility.
- All of these notes serve to help support the City's production output warranty with clear reporting tools, monitoring platforms and professional guidance on O&M and SOP matters.

PPA and O&M Details

The PPA structure is detailed in Section G. The Melink Solar O&M contract includes scheduled preventive maintenance visits, remote system monitoring, and up to 40 hours of corrective and reactive maintenance over the three-year term. Any issues determined to be related to workmanship are covered under the workmanship warranty and will not count against the 40-hour corrective/reactive maintenance allowance.

If corrective or reactive maintenance exceeds the included 40 hours, the team typically offers a discounted rate from the standard \$125/hour (onsite) and \$100/hour (remote) to \$110/hour and \$90/hour, respectively.

Base Bid Summary Table

Section E	No. Panels/Rating	No./Type Inverters	of	DC/AC Ratio	PV Degradation Factor
Base Bid	2,988/530 W	4/250 kW		1.59	0.003

Section E	30-YR Production	30-YR Avoided Cost	Term Net Present Value (NPV)
Base Bid	57,422,153 kWh	\$12,797,821	\$5,492,636

Section F: Project Approach/Understanding

Vender Understanding and Site Conditions

Melink Solar understands the scope of work for this project, as detailed in Section 2 of the RFP. Following the site visit and RFP question window, the team also understands and better clarified the challenges and guardrails of the project. The designs proposed in this RFP response adhere to design criteria outlined in the RFP document. No preference for solar panel technology was listed in the RFP. If the City has a preference for crystalline-based solar modules, Melink Solar's E.2 Alternate Bid provides a non-domestic option.

In general, the site looks well suited for a fixed-tilt PV solar installation. After walking around the site, the available portion of land is mostly flat, agricultural land. The largest contingency is accounting for the base flood elevation which will require slightly higher pilings to keep the installation above the base flood elevation of 563 feet. Melink Solar has also noted the need for overhead electric wiring from the array to the tie-in point.

Power Quality

Based on the bills provided by the City, power factors range from 0.97-1.0. To RFP Section 1.5, the Melink Solar Team has no power quality concerns because a PV installation will provide equivalent power quality to what the facility currently receives. This statement is conditional on the facility continuing to receive stable electric supply from the utility as

solar energy will not improve poor power quality. Again, Melink Solar is currently addressing similar power quality concerns with the City of Ann Arbor wastewater treatment plan. In terms of equipment in the system design to maintain or improve the Facility's power quality, Melink Solar notes that the quoted solar inverters adhere to strict standards regarding the level of power quality they put out.

System Monitoring

To RFP Section 2.6, Melink Solar includes monitoring in all system designs. SolarEdge and Also Energy are popular monitoring platforms for Melink Solar installations. Once a solar system is installed, the system owner can monitor its performance in real time. A monitoring system is a dashboard – a digital interface that provides full visibility into how the system is performing. From energy production to equipment health, it provides the data needed to validate savings, spot issues, and stay informed.

Revenue grade production meters are used on all Melink Solar's solar arrays for measuring the continuous power output at all times of the day. Data connections are landed between inverters and to the main monitoring hub for communication to the web-based monitoring software. The arrays will have one weather station measuring irradiance, ambient temperature, and module temperature. These systems report through a web interface, typically with a cellular modem but can also be hard-wired via Fiber or Ethernet provided by the customer. Modern commercial monitoring platforms can:

- Track energy production in real time (kWh per day/month/year/lifetime).
- Detect faults or outages, showing which inverter or string is underperforming.
- Verify energy savings compared to your utility usage and rates.
- Send alerts via email or SMS if the system underperforms or fails.
- Compare performance to weather data to validate output expectations.
- Provide reports for sustainability, or internal energy management dashboards.

Design-Build Services

Melink Solar is uniquely qualified for design, preconstruction and interconnection services, given 15 years of experience. Melink Solar will self-perform the following work on the project:

- Electrical engineering
- Procurement of all major/long lead-time materials, including but not limited to:
 - Solar panels
 - Racking (structural support systems)
 - Inverters
 - DC/AC disconnects
 - AC combiners/switchboards/panelboards
 - Transformers
 - Medium voltage switches
 - Monitoring/data acquisition system

- Project estimating/budgeting
- Project management
 - Including permitting/interconnection approval
- Onsite construction management/safety supervision/enforcement
- Quality assurance/quality control
- Melink Solar's typical sub-contracted workflow was detailed in Section C.1.

Interconnection Planning

To RFP Section 2.5 on commissioning, Melink Solar has experience with connecting the array to the grid at the correct voltage parameters as well as attaching metering functionality. Melink Solar is familiar with protection equipment such as gang-operated air brake switches and reclosers, if required by the local utility, and always uses cutouts to ensure that the array is safely connected to the utility grid. For behind-the-meter applications, Melink Solar connects directly to customer-owned distribution panels and performs upgrades where necessary to align with code requirements and ensures the safe functionality of the system. An interconnection study, if required, will be coordinated and approved with the utility prior to final system design and start of construction. The team confirms that all commissioning documents will be shared with the City after the process is complete.

Melink Solar has seen Ohio utilities require projects at or above 1 MW-AC to include a utility-owned recloser, or other equipment to satisfy any findings from an impact study. If this is required, this would be an additional cost from the utility to the City. Per Addendum No. 1, utility upgrades are not included in Melink Solar's cost. Melink Solar has installed other 1 MW-AC projects within Duke Energy Ohio (Duke) territory without Duke requiring additional protection equipment. This was accepted because Melink Solar programmed the inverters to output 1 kW less than their max output (<999 kW-AC). If required by Duke Energy Ohio, Melink Solar wants to be transparent due to experience with other similarly sized projects.

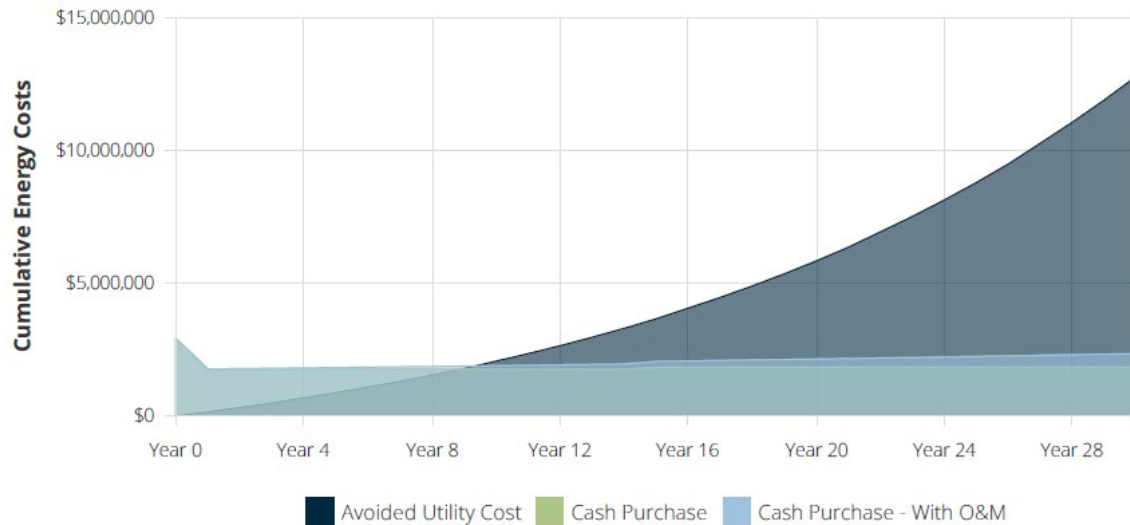
Economic Benefit

As detailed in the image below, the Base Bid offers a tremendous economic benefit to the City. Regardless of the metric, the City will realize gains on a PV system of this size repeatedly. Two measures may best exemplify the impact of this project: LCOE and electric bill savings. LCOE shows the levelized cost of the electricity coming from the PV system over the lifetime of the system. In this case, at \$0.032/kWh, that affords the City tremendous confidence in an operational budget for the wastewater treatment facility, without volatile utility rate increases, which are currently projected to increase 6.6% year over year. Electric bill savings show the exact amount the City can take off its books for the next thirty years: \$12,797,821. This provides the City with funds to do so much more than absorb utility rate increases.

Assumptions and Key Financial Metrics

Energy Cost Escalation Rate	6.6%	PV Degradation Rate	0.30%	Discount Rate	3.0%
Total Project Costs	\$2,929,151	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
ROI	374.2%	IRR - Term	13.1%	Payback Period	8.9 Years
Net Present Value	\$5,492,636	Levelized Cost of Energy PV	\$0.032 /kWh	Electric Bills Savings - Term	\$12,797,821

Cumulative Cost



REC Arbitrage

The team chose a three-year REC arbitrage opportunity due to an existing program with a trusted partner. Melink Solar has seen projects successfully sell Ohio-based project RECs into the PA Tier-1 REC market, as noted in the table in table in Section E. To offset the sale, Melink Solar believes purchasing Ohio-based RECs delivers greater environmental, economic, and strategic value than national hydroelectric RECs, and falls in line with the City's ultimate goals in the Fairfield Sustainability Action Plan:

- **Local Impact:** Ohio RECs support clean energy projects within the state, helping reduce regional emissions and improve air quality.
- **Additionality:** Many national hydroelectric RECs come from existing facilities that don't rely on REC sales, while Ohio RECs often fund new or ongoing renewable generation.
- **Economic Benefits:** Buying in-state RECs keeps energy dollars in Ohio, supporting local jobs and economic growth.
- **Policy Alignment:** Ohio RECs help meet state renewable energy goals and demonstrate leadership in supporting Ohio's clean energy transition.
- **Credibility:** Local REC purchases resonate more with residents and stakeholders, strengthening public trust and sustainability reporting.

Cost Containment

Noting the guaranteed maximum price of \$3 million before incentives and need for prevailing wage, Melink Solar understands the needs for cost containment measures. That is why the team has developed a comprehensive construction estimating strategy to ensure that the project is delivered on time, on budget, and to the highest standards of quality and safety.

Melink Solar will begin working closely with the City to define the detailed scope of the solar project. This includes identifying exact energy or production goals, site requirements, and any specific challenges that need to be addressed. By clearly defining the project scope upfront, Melink Solar can develop a more accurate and comprehensive contractual budget and schedule.

The team conducts a thorough site assessment and engineering analysis to determine the optimal layout and configuration for the solar system. This includes evaluating factors such as sunlight exposure and any potential obstacles or limitations. By leveraging innovative technology and expertise, Melink Solar ensures that the solar system is designed for maximum efficiency and performance.

Melink Solar currently has over 30 active solar projects with several more in development. Melink Solar is keenly aware of current market prices across all the necessary scopes for the City of Fairfield project. The team will utilize this experience to develop estimates and verify scopes of work on the project. The team is professionally qualified for this project, given Melink Solar's extensive experience with ground mount projects in this region.

City Involvement

In terms of City involvement, during pre-construction and construction, the City must provide site access, open communication, and any special scheduling notes. An example of special scheduling, per Section RFP 2.5, is coordination for any power interruptions.

After commissioning, if requested, Melink Solar will work collaboratively with the City to develop an O&M Agreement that meets its needs. The team has been in business for more than 35 years supporting long-lasting partner relationships and will be in business for decades longer to assist new partners. If the City decides against an O&M Agreement, the team will provide staff training for the City as well as an O&M and SOP manuals.

Base Bid Design Drawing and Schedule Information

See "**Fairfield WWTP-Site Plans-v1c**" in the RFP response packet for bid draft drawings. Please also see Section D for this project's proposed schedule.

Section G: Alternate Design Description

For all alternate designs, please see “Fairfield WWTP-Site Plans-v1c” in the RFP packet for design drawings.

Alternative Design #1: Does Not Meet Domestic Content (E.2):

- **Description:** Alternative Design #2 utilizes crystalline-based solar modules but does not meet the Domestic Content provisions, thereby reducing the ITC to 30%.
- **Comparison to base bid:** Alternative Design #1 system is 73.08 kilowatts (kW) larger due to the change in solar modules.
- **Why proposed:** Melink Solar proposes this design to reduce overall initial capital expenditure with a slightly larger solar installation.
- **Total system capacity (MW-DC):** 1.65672 MW-DC
- **Total system annual generation (kWh-AC/year):** 1,160,738.1 kWh-AC/year

Alternative Design #2: PPA Option with Base Bid Design (E.3):

- **Description:** Alternative Design #2 shows the potential for a third-party financed solar system with the Base Bid design.
- **Comparison to base bid:** Alternative Design #2 is the exact same design as the Base Bid. It requires no capital expenditure due to the Power Purchase Agreement (PPA) structure.
- **Why proposed:** Melink Solar proposes this design to highlight the potential savings of a PPA as opposed to a self-financed system.
- **Total system capacity (MW-DC):** 1.58364 MW-DC
- **Total system annual generation (kWh-AC/year):** 1,259,938.8 kWh-AC/year
- A 25-year table of payment schedule (compared to utility) is in Appendix 1

Due to confidentiality constraints, the standard terms and conditions of the agreement cannot be shared in a public RFP bid document. If awarded, this document will be readily available. The typical PPA structure of this vendor is a 25-year term, with a 2.0% escalator per year from the initial base kWh rate. With the City retaining SRECs, **year one pricing is \$0.084/kWh**. This vendor is a Midwestern company with sites of various sizes across the United States. If this alternate bid is selected, the pricing will be optimized to more advanced engineering drawings. Pricing is subject to change.

Section H: Local Presence and Projects

Melink is based in Milford, Ohio and has operated in the state for almost 40 years. 100% of the Project Team noted are local, as are all planned subcontractors and vendors for the Base Bid.

Scope	City	State	Year	Size (kW)
EPC	Lexington	KY	2023	2,379
EPC	Bristol	IN	2023	718
EPC	Mounds	IL	2023	608
EPC	Dayton	OH	2023	854
EPC	Delaware	OH	2024	1,346
EPC	Amelia	OH	2024	1,474
EPC	Columbus	OH	2024	34,040
EPC	Columbus	OH	2024	23,480
EPC	Saginaw	MI	2024	8,423
EPC	Freeport	IL	2024	3,026
EPC	Pontiac	IL	2024	6,049
EPC	Green Valley	IL	2024	3,056
EPC	Kent	OH	2024	7,164
EPC	Fostoria	OH	2024	2,354
EPC	Celina	OH	2024	431
EPC	Villa Maria	PA	2024	1,773
EPC	Baldwinsville	NY	2024	7,519
EPC	Ann Arbor	MI	2024	151
EPC	Ann Arbor	MI	2024	607
EPC	Ann Arbor	MI	2024	1,301
EPC	Rockford	IL	2024	2,831
EPC	Rockford	IL	2024	2,703
EPC	Ahsmore	IL	2024	2,830
EPC	Pontiac	IL	2024	2,703
EPC	Pontiac	IL	2024	2,990
EPC	Germantown	OH	2024	9,603
EPC	Ada	OH	2024	6,500
EPC	Eaton	OH	2024	6,739

As the #1 solar firm headquartered in Ohio, Melink Solar has unmatched experience in the state and in this region. The table below shows a snapshot of the last two years of experience. Melink Solar's latest project with the Cincinnati Zoo and Botanical Gardens, a 2.5-MW-DC parking canopy, won Project of the Year from *Solar Builder Magazine*. It is one of six RFP solar projects the team has completed with the zoo. Additional local projects include Long-Stanton Manufacturing (Hamilton, OH), Republic Wire (West Chester, Ohio), R.A Jones (Covington, KY) as well as projects with the City of Loveland, Ohio and West Chester Township, Ohio. Statewide, Melink Solar's partners include University of Dayton, Kent State University (four campuses), the City of Cleveland Heights, Ohio, Cedarville University and many commercial partners like Proctor & Gamble and Worthington Industries. For a full list of Melink Solar projects, please check Appendix 2.

Marketing and Educational Benefits

Melink Solar would like to host several events with the City of Fairfield to help educate those interested in renewable energy and promote the new array. Building on Section 2.6, Melink Solar can take the lead with the press on behalf of the customer and highlight the production on the website and on a kiosk inside. Melink Solar would like to engage community members for a ground-breaking ceremony, as well as local press to bring awareness to the City's Sustainability Action Plan.

Like Melink Solar's approach with educational entities, the team would also like to nurture educational opportunities with interactive events as well as signage throughout the facility that illustrates the technology, and the benefits associated with the project.

This, along with the solar array, will serve as inspiration and motivation for the increasing number of community members and visitors to make a change in their daily energy routine. Melink Solar's educational nonprofit partner, Shared Power Network, has worked with other municipalities, including the City of Bexley, to tout the benefits of solar energy and the impact it will have on the workforce of tomorrow.

Melink Solar's 2023 project with Mount Saint John in Beavercreek (Dayton, Ohio) was featured on Channel 2 News. Melink Solar planned a press day to help facilitate the discussion with reporters.

On their website, Mount Saint John shows real-time data, with the monitoring and production dashboard, with greenhouse gas equivalences. Melink Solar can help make this a reality for the City as well. It will be important for community members to have an interactive experience with renewable energy to attract top talent, as well as increase marketing, public relations, and human resources/staffing benefits.



Melink Solar hopes to be the City of Fairfield's preferred local solar partner as the City transitions to clean energy and puts Strategy E.2.1 from the Fairfield Sustains Sustainability Action Plan in motion. The Melink Solar team looks forward to supporting more Ohio municipalities across the state.

Exhibits

Exhibit A: Submission Spreadsheet

See "Fairfield WWTP_Melink Solar_Exhibit A - Required Submission Spreadsheet for RFP" in the RFP response packet.

Appendices

Appendix 1: PPA E.3 Alternate Bid – 25-Year Payment Schedule Comparison

PPA Option Cash Flow

Years	Cash		PV Generation (kWh)	Total Cash Flow	Cumulative Cash Flow
	PPA Payments	Electric Bill Savings			
Upfront	-	-	-	-	-
1	-\$168,094	\$154,356	2,001,120	-\$13,739	-\$13,739
2	-\$170,942	\$164,049	1,995,117	-\$6,892	-\$20,631
3	-\$173,836	\$174,350	1,989,114	\$515	-\$20,116
4	-\$176,777	\$185,297	1,983,110	\$8,519	-\$11,597
5	-\$179,767	\$196,928	1,977,107	\$17,161	\$5,564
6	-\$182,806	\$209,288	1,971,104	\$26,482	\$32,047
7	-\$185,894	\$222,422	1,965,100	\$36,528	\$68,574
8	-\$189,032	\$236,377	1,959,097	\$47,345	\$115,919
9	-\$192,222	\$251,206	1,953,094	\$58,984	\$174,902
10	-\$195,464	\$266,962	1,947,090	\$71,498	\$246,401
11	-\$198,759	\$283,704	1,941,087	\$84,946	\$331,346
12	-\$202,107	\$301,493	1,935,084	\$99,387	\$430,733
13	-\$205,509	\$320,395	1,929,080	\$114,886	\$545,619
14	-\$208,967	\$340,478	1,923,077	\$131,511	\$677,130
15	-\$212,481	\$361,817	1,917,073	\$149,336	\$826,465
16	-\$216,052	\$384,489	1,911,070	\$168,437	\$994,902
17	-\$219,681	\$408,577	1,905,067	\$188,897	\$1,183,799
18	-\$223,368	\$434,171	1,899,063	\$210,803	\$1,394,601
19	-\$227,115	\$461,363	1,893,060	\$234,248	\$1,628,849
20	-\$230,923	\$490,254	1,887,057	\$259,330	\$1,888,180
21	-\$234,792	\$520,948	1,881,053	\$286,155	\$2,174,335
22	-\$238,724	\$553,558	1,875,050	\$314,834	\$2,489,169
23	-\$242,719	\$588,203	1,869,047	\$345,485	\$2,834,654
24	-\$246,778	\$625,011	1,863,043	\$378,233	\$3,212,887
25	-\$250,902	\$664,115	1,857,040	\$413,212	\$3,626,100

Appendix 2: All ground-mount, roof-mount, and parking canopy PV experience (in tables)

Melink Solar ground-mount experience:

Scope	City	State	Year	Size (kW)
EPC	Urbana	OH	2012	521
EPC	Cedarville	OH	2013	2,150
EPC	Claremont	NC	2016	5,254
EPC	Cincinnati	OH	2017	48
EPC	Rochester	MA	2017	1,072
EPC	Coldwater	MI	2018	1,680
EPC	Haskins	OH	2018	891
EPC	Dayton	OH	2018	1,259
EPC	Bargersville	IN	2019	244
EPC	Brewster	OH	2019	2,204
EPC	Piqua	OH	2019	15,510
EPC	Louisville	KY	2019	512
EPC	Wadsworth	OH	2019	8,554
EPC	Wadsworth	OH	2020	3,200
EPC	Boone Grove	IN	2020	535
EPC	Dayton	OH	2020	670
EPC	Louisville	KY	2020	515
EPC	Marengo	IL	2020	2,855
EPC	Mt. Morris	IL	2020	2,855
EPC	Northern	OH	2021	2,253
EPC	Cincinnati	OH	2021	196
EPC	Calaveras	TX	2021	9,850
EPC	Ridgeway	NY	2021	3,823
EPC	Peoria	IL	2021	2,395
EPC	Buckhannon	WV	2021	530
EPC	Penfield	NY	2022	6,144
EPC	Cincinnati	OH	2022	1,306
EPC	Syracuse	NY	2022	7,519

Scope	City	State	Year	Size (kW)
EPC	Lexington	KY	2023	2,379
EPC	Bristol	IN	2023	718
EPC	Mounds	IL	2023	608
EPC	Dayton	OH	2023	854
EPC	Delaware	OH	2024	1,346
EPC	Amelia	OH	2024	1,474
EPC	Columbus	OH	2024	34,040
EPC	Columbus	OH	2024	23,480
EPC	Saginaw	MI	2024	8,423
EPC	Freeport	IL	2024	3,026
EPC	Pontiac	IL	2024	6,049
EPC	Green Valley	IL	2024	3,056
EPC	Kent	OH	2024	7,164
EPC	Fostoria	OH	2024	2,354
EPC	Celina	OH	2024	431
EPC	Villa Maria	PA	2024	1,773
EPC	Baldwinsville	NY	2024	7,519
EPC	Ann Arbor	MI	2024	151
EPC	Ann Arbor	MI	2024	607
EPC	Ann Arbor	MI	2024	1,301
EPC	Rockford	IL	2024	2,831
EPC	Rockford	IL	2024	2,703
EPC	Ahsmore	IL	2024	2,830
EPC	Pontiac	IL	2024	2,703
EPC	Pontiac	IL	2024	2,990
EPC	Germantown	OH	2024	9,603
EPC	Ada	OH	2024	6,500
EPC	Eaton	OH	2024	6,739

Melink Solar roof-mount experience:

Scope	City	State	Year	Size (kW)
EPC	Cincinnati	OH	2014	31
EPC	Indianapolis	IN	2016	6,294
EPC	Cincinnati	OH	2016	34
EPC	Beaver Falls	PA	2017	365
EPC	Buffalo	NY	2017	133
EPC	Chicago	IL	2017	162
EPC	Corapolis	PA	2017	530
EPC	Livonia	MI	2017	186
EPC	Lodi	NJ	2017	329
EPC	Dayton	OH	2017	48
Owner Rep		RI	2018	2,180
EPC	Dayton	OH	2018	57
EPC	Georgetown	KY	2018	463
EPC	Princeton	NJ	2019	586
C	Chicago	IL	2019	2,105
C	Chicago	IL	2020	1,799
EPC	Lakewood	OH	2020	611
C	Chicago	IL	2020	1,100
EPC	Cleveland	OH	2020	828
EPC	Cincinnati	OH	2021	87
EPC	Loveland	OH	2022	17
EPC	Cincinnati	OH	2022	44
EPC	Worthington	OH	2022	311
EPC	Indianapolis	IN	2022	119
EPC	Cincinnati	OH	2022	429
EPC	Cincinnati	OH	2023	131
EPC	Denver	CO	2023	2,356
EPC	Pittsburgh	PA	2023	3,845
EPC	Solon	OH	2023	132
EPC	Columbus	OH	2023	307
EPC	Covington	KY	2023	1,698
EPC	Hebron	KY	2023	308
EPC	Cincinnati	OH	2024	165
EPC	Cincinnati	OH	2024	104
EPC	Columbus	OH	2024	1,256
EPC	Cincinnati	OH	2024	276
EPC	Ann Arbor	MI	2025	644

Melink Solar parking canopy experience:

Scope	City	State	Year	Size (kW)
EPC	Cincinnati	OH	2011	1,564
EPC	Oahu	HI	2018	1,426
EPC	Cincinnati	OH	2019	81
EP	Baker	CA	2020	75
EP	San Jose	CA	2021	78
EPC	Omaha	NE	2022	559
EPC	Oahu	HI	2023	1,426
EP	San Jose	CA	2023	83
EPC	Falmouth	MA	2024	6,854
EPC	Cincinnati	OH	2024	2,845
EPC	Novi	MI	2025	405

Appendix 3: Images of recent Melink Solar projects meeting RFP Section 3.1 specifications



Nexteer

Saginaw, Michigan

Ground Mount

8.42 MW DC

Completed 2024

COMMERCIAL SOLAR ENGINEERING,
PROCUREMENT, AND CONSTRUCTION
© Melink Solar



Lexmark

Lexington, KY

Ground Mount

2.37 MW DC

Completed 2023

COMMERCIAL SOLAR ENGINEERING,
PROCUREMENT, AND CONSTRUCTION
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ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
DESIGN-BUILD CONTRACT WITH MELINK SOLAR FOR A 1.5 MWdc SOLAR
ARRAY AT THE CITY’S WASTEWATER TREATMENT PLANT 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 design-build contract with Melink Solar for 1.5MWdc solar array at the City’s Wastewater Treatment Plant in accordance with the contract on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City can secure federal Investment Tax Credits for this project through the Inflation Reduction Act (IRA), if the City commences construction immediately; 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 - June 9, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:
2026 Tax Budget

Legislation Title:

Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2026 and submitting the same to the Butler County Auditor and declaring an emergency.

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

Recommendation:

It is recommended that the City Council hold a Budget Hearing on June 9, 2025, to discuss the 2026 Tax Budget. It is recommended that City Council authorize and direct the preparation of a resolution, and pass the resolution approving the 2026 Tax Budget on June 9, 2025.

Discussion:

In accordance with ORC section 5705.28, each taxing authority must pass a resolution adopting a tax budget prior to July 15 and submit such tax budget to the County Auditor.

The tax budget requires the City to estimate revenues and expenditures for funds, which derive revenues from real and personal property taxes. The City of Fairfield has two funds, which derive money from property taxes: the General fund and Fire/Paramedic Levy fund. Detailed schedules for these funds have been included in the tax budget.

Financial Impact:

In accordance with ORC section 5705.28, each taxing authority must pass a resolution adopting a tax budget prior to July 15 and submit such tax budget to the County Auditor.

The tax budget requires the City to estimate revenues and expenditures for funds, which derive revenues from real and personal property taxes. The City of Fairfield has two funds, which derive money from property taxes: the General fund and Fire/Paramedic Levy fund. Detailed schedules for these funds have been included in the tax budget.

- General Fund

- The General funds collects 1.29 mills (1 mill-original inside, .29 Mill-1995 Township) on real and personal property. It is estimated that approximately \$2.02 million will be collected in property taxes in 2026 for the General fund. Income tax collections in the General fund will be approximately \$32,702,500 of a total income tax collection of \$40,878,125 estimated for 2026; this is approximately a 3.0% increase from the amount estimated to be collected in 2025. Undivided Local Government Fund revenues for 2026 are calculated under the alternative formula. Based on the State of Ohio's budget, it is estimated that the City will collect approximately \$800,000.
- Total revenues of the General fund for 2026 as stated on page 3 are estimated at \$42,280,186. Total expenditures of the General fund for 2026 as stated on page 4 and 5 before transfers and refunds are estimated to be \$35,390,513. Transfers/Subsidies from the General fund for 2026 are estimated to be \$6,491,797.
- Fire/Paramedic Levy Fund
 - The Fire/Paramedic Levy has combined 9.25 mill permanent levies with no expiration date. Revenues in the Fire/Paramedic Levy are estimated to be \$13,186,000 in 2026. The operating expenses (personnel costs, other expenses and capital outlay) of the Fire/Paramedic Levy fund are estimated to be \$13,922,395.
- Other Operating Funds
 - Other operating funds included in the 2026 Tax Budget are on pages 8 and 9 and are estimated to be continuations of current budget spending levels with adjustments made for changes in other costs.
- Capital Project Spending
 - Funding for capital projects are outlined in the Statement of Permanent Improvements on pages 10 through 10c in the 2026 Tax Budget. These projects were taken from the 2025-2029 Capital Improvement Program and are projects, which are reviewed and approved by Council on an individual basis. The presentation of these projects in this tax budget are intended to forecast a level of spending for capital outlay.
- Debt Service
 - A 2026 Schedule of Outstanding Debt is presented on page 12. This budget estimates that the City will have approximately \$28.1 million outstanding in debt on January 1, 2026 and make principal payments of \$2.8 million throughout the budget year.

Emergency Provision:

Yes - Failure to pass a tax budget before July 15th and submit a tax budget to the County Auditor before July 20th of each year may jeopardize the City's share of Local Government funds.

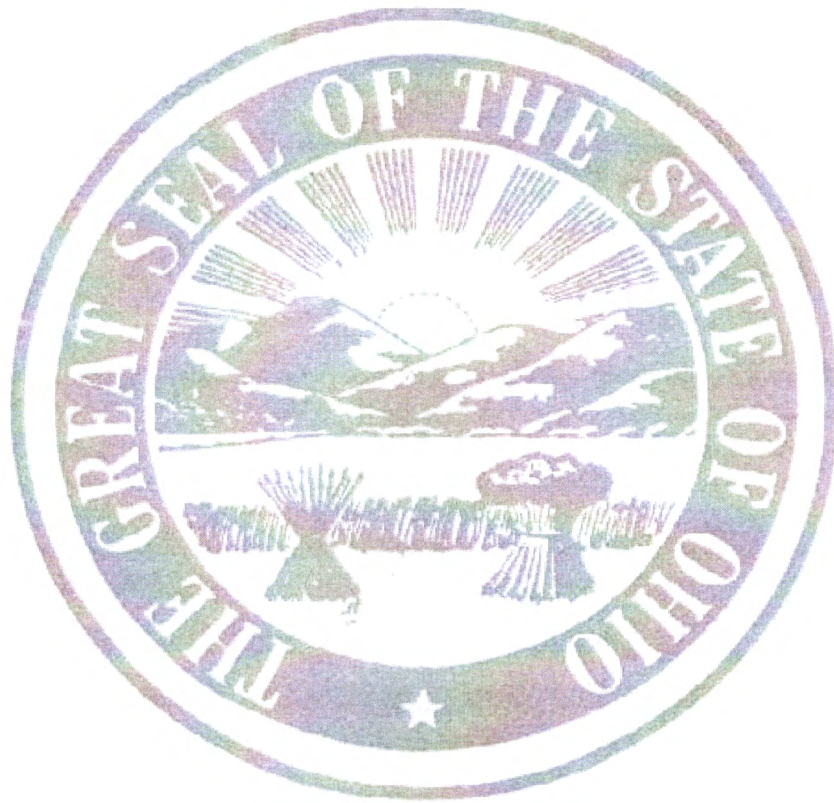
Rule Suspension Requested:

Yes

ATTACHMENTS:

1. TAX BUDGET 26
2. TAX BUDGET-RES

City of Fairfield
Butler County,
Ohio 2026 Tax
Budget



**City of Fairfield
Butler County, Ohio**

This Budget must be adopted by the Council of Fairfield, Ohio on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the County Auditor of said County:

The following Budget year beginning January 1, 2026, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed

Diana Davenport, Finance Director

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
AND COUNTY AUDITOR'S ESTIMATED RATES**

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved Budget Commission 10 Mill Limitation	Budget Year Amount Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
GOVERNMENT FUNDS					
GENERAL FUND	2,024,980			1.29	
FIRE/EMS LEVY FUND	11,404,000				9.25
PROPRIETARY FUNDS					
FIDUCIARY FUNDS					
TOTAL ALL FUNDS	13,428,980				

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	Tax Year County Auditor's Estimate of Yield (Carry to Sch A, Col 3)
GENERAL FUND:		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Current Expense Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION		
SPECIAL LEVY FUNDS:		
Frie/EMS Levy Fund, Levy authorized by voters on 5/3/2022		
not to exceed _____ years. Authorized under Sect. _____, R.C.	9.25	
Fund, Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Fund, Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Fund, Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Fund, Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
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not to exceed _____ years. Authorized under Sect. _____, R.C.		
Fund, Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		
Fund, Levy authorized by voters on		
not to exceed _____ years. Authorized under Sect. _____, R.C.		

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2023 Actual	2024 Actual	Current Year Estimated for 2025	Budget Year Estimated for 2026
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	1,445,301	1,816,343	1,966,000	2,024,980
Tangible Personal Property Taxes	-	-	-	-
Municipal Income Taxes	33,526,681	33,685,401	31,750,000	32,702,500
Other Local Taxes	278,313	274,001	250,000	257,500
Total Local Taxes	35,250,295	35,775,745	33,966,000	34,984,980
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	865,489	827,245	800,000	800,000
Estate Tax	-	-	-	-
Cigarette Tax	149	1,577	1,000	1,030
Liquor Tax	9,406	94,660	25,000	25,750
Local Government Assistance Fund	-	-	-	-
Other State Shared Taxes and Permits	617,162	408,638	306,250	315,438
Total State Shared Taxes and Permits	1,492,206	1,332,119	1,132,250	1,142,218
Federal Grants or Aid	-	-	-	-
State Grants or Aid	483,930	214,446	-	-
Other Grants or Aid	311,357	-	-	-
Total Intergovernmental Revenues	795,287	214,446	-	-
Interest Income	1,423,040	1,611,006	500,000	515,000
Special Assessments	68,417	70,344	60,000	61,800
Building and Construction Permits	806,574	602,031	534,250	550,278
Charges for Services	1,123,146	1,191,781	1,280,500	1,318,915
Fines, Licenses and Permits	1,297,680	1,262,244	1,300,500	1,339,515
Miscellaneous Revenues	698,113	1,080,924	880,000	906,400
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers				
Advances				
Other Sources	1,051,057	1,276,388	1,418,525	1,461,081
TOTAL REVENUES	44,005,815	44,417,028	41,072,025	42,280,186

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2023 Actual	2024 Actual	Current Year Estimated for 2025	Budget Year Estimated for 2026
EXPENDITURES				
Security of Persons and Property				
Personal Services and Benefits	12,074,686	12,235,499	14,282,010	14,710,470
Travel Transportation	83,076	57,881	112,500	115,875
Contractual Services	1,655,024	1,801,787	2,212,650	2,279,030
Supplies and Materials	322,309	411,374	457,500	471,225
Capital Outlay	-	-	-	-
Total Security of Persons and Property	14,135,095	14,506,541	17,064,660	17,576,600
Public Health Services				
Personal Services and Benefits	-	-	-	-
Travel Transportation	-	-	-	-
Contractual Services	20,133	19,234	20,000	20,600
Supplies and Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Public Health Services	20,133	19,234	20,000	20,600
Leisure Time Activities				
Personal Services and Benefits	2,092,309	2,285,508	3,025,875	3,116,651
Travel Transportation	17,428	15,380	25,500	26,265
Contractual Services	737,663	778,009	794,640	818,479
Supplies and Materials	429,767	534,913	330,350	340,261
Capital Outlay	-	-	-	-
Total Leisure Time Activities	3,277,166	3,613,809	4,176,365	4,301,656
Community Environment				
Personal Services and Benefits	1,361,343	1,445,228	1,552,217	1,598,784
Travel Transportation	14,343	19,983	27,000	27,810
Contractual Services	75,167	91,812	111,200	114,536
Supplies and Materials	15,535	15,575	27,500	28,325
Capital Outlay	-	-	-	-
Total Community Environment	1,466,388	1,572,598	1,717,917	1,769,455
Basic Utility Services				
Personal Services and Benefits	-	-	-	-
Travel Transportation	-	-	-	-
Contractual Services	530,100	498,097	545,000	561,350
Supplies and Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Basis Utility Services	530,100	498,097	545,000	561,350

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2023 Actual	2024 Actual	Current Year Estimated for 2025	Budget Year Estimated for 2026
Public Works				
Personal Services and Benefits	1,014,753	1,125,995	1,275,651	1,313,921
Travel Transportation	9,016	3,995	11,000	11,330
Contractual Services	240,921	230,537	359,880	370,676
Supplies and Materials	61,060	49,437	88,154	90,799
Capital Outlay	-	-	-	-
Total Public Works	1,325,750	1,409,965	1,734,685	1,786,726
General Government				
Personal Services and Benefits	4,516,689	4,869,613	5,544,469	5,710,803
Travel Transportation	86,449	87,506	152,600	157,178
Contractual Services	2,912,373	2,777,387	3,189,075	3,284,747
Supplies and Materials	133,205	128,860	134,450	138,484
Capital Outlay	563,285	297,192	80,500	82,915
Total General Government	8,212,001	8,160,558	9,101,094	9,374,127
Total General Fund Before Other Uses	28,966,633	29,780,802	34,359,721	35,390,513
Debt Service				
Other Uses of Funds	-	-	-	-
Transfers - Other Agencies	-	-	-	-
to Sustainability Fund/SCM & R Fund	-	1,000,000	750,000	750,000
to Recreation Activities Fund	-	55,903	-	-
to Street Improvement Fund	1,357,326	1,398,596	1,398,596	1,440,554
to Capital Improvement Fund	1,357,326	1,398,596	1,398,596	1,440,554
to Park Development Fund	3,000,000	4,000,000	-	-
to Transformative Economic Development Fund	1,000,000	1,750,000	-	-
to Active Transportation Fund	3,000,000	1,750,000	-	-
to Recreation Facilities Fund	350,000	350,000	350,000	350,000
to Municipal Garage Fund	250,000	240,000	300,000	300,000
to Employee Benefit Fund	255,000	-	-	-
Refunds	1,997,142	2,132,283	2,146,300	2,210,689
Total Other Uses of Funds	12,566,794	14,075,378	6,343,492	6,491,797
TOTAL EXPENDITURES	41,533,427	43,856,180	40,703,213	41,882,309
Revenues over/(under) Expenditures	2,472,388	560,848	368,812	397,876
Beginning Unencumbered Balance	28,322,087	30,794,475	31,355,322	31,724,134
Ending Cash Balance	30,794,475	31,355,322	31,724,134	32,122,011
Estimated Encumbrances (outstanding at year end)	784,465	670,316	-	-
Estimated Ending Unencumbered Fund Balance	30,010,010	30,685,007	31,724,134	32,122,011

FUND NAME: FIRE LEVY/PARAMEDIC FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2023 Actual	2024 Actual	Current Year Estimated for 2025	Budget Year Estimated for 2026
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	11,324,279	11,380,013	11,404,000	11,404,000
Tangible Personal Property Taxes	-	-	-	-
Total Local Taxes	11,324,279	11,380,013	11,404,000	11,404,000
Charges for Services	1,552,097	1,918,030	1,400,000	1,400,000
Grants	820,117	1,677,829	350,000	350,000
Miscellaneous Revenues	16,767	7,291	7,000	7,000
Interest Income	113,497	257,957	25,000	25,000
Transfers from	-	-	-	-
TOTAL REVENUES	13,826,756	15,241,121	13,186,000	13,186,000
EXPENDITURES				
Fire Protection/EMTA				
Personal Services and Benefits	9,905,215	10,556,955	11,329,510	12,393,895
Travel Transportation	195,495	95,420	196,000	201,880
Contractual Services	665,472	797,964	893,282	920,080
Supplies and Materials	339,279	364,365	394,698	406,539
Capital Outlay	-	34,770	-	-
Total Fire Protection/EMTA	11,105,461	11,849,475	12,813,490	13,922,395
Paramedic/EMTA Services				
Personal Services and Benefits	-	-	-	-
Travel Transportation	-	-	-	-
Contractual Services	-	-	-	-
Supplies and Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Paramedic Services	-	-	-	-
TOTAL EXPENDITURES	11,105,461	11,849,475	12,813,490	13,922,395
Revenues over/(under) Expenditures	2,721,295	3,391,646	372,510	(736,395)
Beginning Unencumbered Balance	2,192,258	4,913,553	8,305,199	8,677,709
Ending Cash Balance	4,913,553	8,305,199	8,677,709	7,941,315
Estimated Encumbrances (outstanding at year end)	-	250,631	-	-
Estimated Ending Unencumbered Fund Balance	4,913,553	8,054,568	8,677,709	7,941,315

FUND NAME:

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2023 Actual	2024 Actual	Current Year Estimated for 2025	Budget Year Estimated for 2026
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	-	-	-	-
Tangible Personal Property Taxes	-	-	-	-
Total Local Taxes	-	-	-	-
Charges for Services	-	-	-	-
Interest Income	-	-	-	-
Transfers from	-	-	-	-
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
			-	-
				-
				-
				-
				-
	-		-	-
TOTAL EXPENDITURES	-		-	-
Revenues over/(under) Expenditures	-	-	-	-
Beginning Unencumbered Balance	-	-	-	-
Ending Cash Balance	-	-	-	-
Estimated Encumbrances (outstanding at year end)	-	-	-	
Estimated Ending Unencumbered Fund Balance	-	-	-	-

FUND	Estimated Unencumbered Fund Balance Jan-25	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance Dec-25
				Personal Services	Other	Total	
GOVERNMENTAL-SPECIAL REVENUE:							
201 Street Constr, Maint & Repair	3,882,767	3,732,500	7,615,267	1,386,465	2,805,807	4,192,272	3,422,996
202 State Highway Imp	438,275	225,000	663,275	225,000	-	225,000	438,275
205 County Motor Vehicle	355,025	-	355,025	-	-	-	355,025
206 Tax Recreation	32,242	250	32,492	-	-	-	32,492
211 Law Enforcement Fund	224,745	45,250	269,995	-	26,000	26,000	243,995
212 Municipal Motor License Fund	383,097	350,000	733,097	351,020	-	351,020	382,077
213 Law Enforcement & Ed Fund	77,608	5,000	82,608	-	30,000	30,000	52,608
214 Driver Alcohol Treatment Fund	194,589	20,000	214,589	-	40,000	40,000	174,589
215 Local Law Enforcement Block Gr Fund	48,820	-	48,820	-	-	-	48,820
216 Probation Services Fund	2,585,722	340,000	2,925,722	376,395	91,500	467,895	2,457,827
217 Computer Maint Fund	1,021,323	100,000	1,121,323	-	130,000	130,000	991,323
218 Special Project Fund	234,187	55,000	289,187	87,575	68,000	155,575	133,612
219 Mediation Services Fund	962,422	50,000	1,012,422	-	5,000	5,000	1,007,422
220 Tax Increment Fund	484,799	75,000	559,799	-	28,500	28,500	531,299
221 Indigent Driver Interlock Fund	593,274	45,000	638,274	-	20,000	20,000	618,274
222 Northeast Area TIFF	858,233	200,000	1,058,233	-	54,928	54,928	1,003,305
223 South Town Center TIFF	7,898	5,000	12,898	-	-	-	12,898
266 American Rescue Plan Act Fund	667,998	-	667,998	-	667,998	667,998	-
267 OneOhio Opiod Settlement	368,992	-	368,992	-	-	-	368,992
268 BC American Rescue Plan Act Fund	568,735	-	568,735	-	568,735	568,735	-
TOTAL SPECIAL REVENUE FUNDS	13,990,751	5,248,000	19,238,751	2,426,455	4,536,467	5,726,189	11,906,837
DEBT SERVICE FUNDS							
301 General Bond Retirement	4,282	981,650	985,932	-	981,650	981,650	4,282
501 Special Assessments	1,888,326	402,730	2,291,056	-	396,125	396,125	1,894,931
TOTAL DEBT SERVICE FUNDS	1,892,608	1,384,380	3,276,988	-	1,377,775	1,377,775	1,899,213
CAPITAL PROJECT FUNDS							
401 Street Improvement	11,340,870	4,063,750	15,404,620	-	3,337,420	3,337,420	12,067,200
402 Capital Improvement	6,578,759	4,043,750	10,622,509	-	5,659,607	5,659,607	4,962,902
407 Water Expansion	460,500	25,000	485,500	-	16,186	16,186	469,314
408 Sewer Expansion	838,182	30,000	868,182	-	10,000	10,000	858,182
409 Flood Protection Fund	10,191	-	10,191	-	-	-	10,191
410 State Issue II Fund	46,591	-	46,591	-	10,000	10,000	36,591
411 Downtown Development Fund	30,403	-	30,403	-	13,038	13,038	17,366
413 Park Development Fund	8,983,669	50,000	9,033,669	-	655,132	655,132	8,378,536
414 Transformative Economic Development Fund	5,744,761	50,000	5,794,761	-	292,000	292,000	5,502,761
415 Active Transportation Fund	4,683,931	-	4,683,931	-	448,700	448,700	4,235,231
416 Sustainability Fund	1,005,364	-	1,005,364	-	74,994	74,994	930,370
TOTAL CAPITAL PROJECT FUNDS	39,723,221	8,262,500	47,985,721	-	10,517,077	10,517,077	37,468,644

FUND	Estimated Unencumbered Fund Balance Jan-25	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance Dec-25
				Personal Services	Other	Total	
PROPRIETARY: ENTERPRISE FUNDS							
601 Water Revenue	10,452,376	9,855,000	20,307,376	2,887,165	6,959,919	9,847,084	10,460,293
602 Water Bond & Interest	646,719	1,692,000	2,338,719	-	1,691,000	1,691,000	647,719
603 Water Bond Redemption	453,940	-	453,940	-	-	-	453,940
604 Water Replacement & Improvement	3,698,296	950,000	4,648,296	-	914,043	914,043	3,734,254
605 Water Surplus	592,478	1,250,000	1,842,478	-	2,705,459	2,705,459	(862,981)
606 Water Guaranteed Trust	200,675	50,000	250,675	-	65,000	65,000	185,675
Total Water Enterprise	16,044,485	13,797,000	29,841,485	2,887,165	12,335,420	15,222,585	14,618,900
620 Sewer Revenue	11,680,135	10,826,000	22,506,135	3,161,905	7,722,631	10,884,536	11,621,599
621 Sewer Bond & Interest	660,507	772,875	1,433,382	-	770,375	770,375	663,007
622 Sewer Bond Redemption	2,957	-	2,957	-	-	-	2,957
623 Sewer Replacement & Improvement	370,782	500,000	870,782	-	2,480,768	2,480,768	(1,609,985)
624 Sewer Surplus	2,060,630	1,000,000	3,060,630	-	412,957	412,957	2,647,673
Total Sewer Enterprise	14,775,011	13,098,875	27,873,886	3,161,905	11,386,732	14,548,637	13,325,249
630 Solid Waste Management Fund	508,380	2,992,220	3,500,600	-	3,147,220	3,147,220	353,380
640 Recreation Facilities	778,068	2,175,000	2,953,068	877,945	1,532,547	2,410,492	542,576
641 Recreation Activity	-	-	-	-	-	-	-
Total Recreation Enterprise	778,068	2,175,000	2,953,068	877,945	1,532,547	2,410,492	542,576
TOTAL ENTERPRISE FUNDS	32,105,945	32,063,095	64,169,040	6,927,015	28,401,919	35,328,934	28,840,106
FIDUCIARY: TRUST AND AGENCY FUNDS							
702 Employees Benefits Trust	3,055,748	7,655,000	10,710,748	7,615,000	36,167	7,651,167	3,059,581
705 Municipal Garage Fund	58,391	1,475,500	1,533,891	779,390	563,602	1,342,992	190,899
706 Compensated Leave Fund	608,019	-	608,019	-	-	-	608,019
707 West Chester JEDD 1	326,218	2,536,975	2,863,193	-	2,536,975	2,536,975	326,218
708 Fairfield Township JEDD	13,229	15,000	28,229	-	14,250	-	-
TOTAL TRUST AND AGENCY FUNDS	4,061,604	11,682,475	15,744,079	8,394,390	3,150,993	11,531,133	4,184,717
TOTAL FOR MEMORANDUM ONLY	91,774,128	58,640,450	150,414,578	17,747,860	47,984,231	64,481,108	84,299,516

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
SIDEWALK INSTALLATION GAP PROGRAM	80,000.00	50,000.00	ACTIVE TRANSPORTATION FUND
JOHN GRAY SIDEWALK PROJECT	200,000.00	200,000.00	ACTIVE TRANSPORTATION FUND
RIVER ROAD SEGMENT C - ENG	75,000.00	75,000.00	ACTIVE TRANSPORTATION FUND
GREAT MIAMI TRAIL - CONSTRUCTION	1,500,000.00	1,500,000.00	ACTIVE TRANSPORTATION FUND
PLEASANT SW - N OF AUGUSTA - ENG	100,000.00	100,000.00	ACTIVE TRANSPORTATION FUND
MACK SW - MERCY TO WILDWOOD - CONST	100,000.00	0.00	ACTIVE TRANSPORTATION FUND
PLEASANT AVE SW - N OF AUGUSTA	650,000.00	0.00	ACTIVE TRANSPORTATION FUND
NETWORK INFRASTRUCTURE MAINTENANCE	130,000.00	25,000.00	CAPITAL IMPROVEMENT FUND
COMPUTER AND SERVER EQUIPMENT	950,000.00	200,000.00	CAPITAL IMPROVEMENT FUND
CAMERA SURVEILLANCE	35,000.00	35,000.00	CAPITAL IMPROVEMENT FUND
MUNICIPAL/ANNEX REPAIRS & UPGRADES	220,000.00	70,000.00	CAPITAL IMPROVEMENT FUND
LANE LIBRARY REPAIRS	120,000.00	30,000.00	CAPITAL IMPROVEMENT FUND
PUBLIC WORKS REPAIRS & UPGRADES	120,000.00	30,000.00	CAPITAL IMPROVEMENT FUND
JUSTICE CENTER BOILERS	50,000.00	50,000.00	CAPITAL IMPROVEMENT FUND
FIREHOUSE REPAIRS & UPGRADES	150,000.00	60,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT HOSE AND FIRE EQUIPMENT	180,000.00	45,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT PERSONAL PROTECTIVE EQU	210,000.00	70,000.00	CAPITAL IMPROVEMENT FUND
REPLACE STAFF VEHICLE (BUILDING)	90,000.00	45,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF TRACTOR (STREETS)	100,000.00	100,000.00	CAPITAL IMPROVEMENT FUND
REPLACE SNOW TRUCK (STREETS)	1,000,000.00	240,000.00	CAPITAL IMPROVEMENT FUND
REPLACE PICKUP TRUCK (STREETS)	80,000.00	80,000.00	CAPITAL IMPROVEMENT FUND
REPLACE BACKHOE (STREETS)	200,000.00	200,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF MOWERS (STREETS)	40,000.00	20,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF PATROL VEHICLES (PD)	1,070,000.00	260,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF STAFF VEHICLES (PD)	300,000.00	50,000.00	CAPITAL IMPROVEMENT FUND
NEW STAFF VEHICLE (FIRE)	90,000.00	90,000.00	CAPITAL IMPROVEMENT FUND
PURCHASE OF FIRE TRUCK	1,200,000.00	1,200,000.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF AMBULANCE (FIRE)	460,000.00	460,000.00	CAPITAL IMPROVEMENT FUND
POLICE VEHICLE EQUIPMENT	140,000.00	35,000.00	CAPITAL IMPROVEMENT FUND
COMMUNITY ARTS CENTER	425,000.00	125,000.00	CAPITAL IMPROVEMENT FUND
PARK FACILITIES IMPROVEMENTS & MAIN	100,000.00	50,000.00	CAPITAL IMPROVEMENT FUND
DRAINAGE IMPROVEMENTS (CONTRACTED)	450,000.00	150,000.00	CAPITAL IMPROVEMENT FUND
DRAINAGE IMPROVEMENTS (IN HOUSE)	400,000.00	100,000.00	CAPITAL IMPROVEMENT FUND
LANDSCAPE MAINTENANCE PROGRAM	510,000.00	165,000.00	CAPITAL IMPROVEMENT FUND
GEOTECHNICAL EXPLORATION & TESTING	40,000.00	10,000.00	CAPITAL IMPROVEMENT FUND
PARKING LOT MAINTENANCE PROGRAM	240,000.00	60,000.00	CAPITAL IMPROVEMENT FUND
CCTV REPLACEMENT	54,000.00	12,000.00	CAPITAL IMPROVEMENT FUND
PARKS PROJECTS - MINOR ENGINEERING	50,000.00	50,000.00	CAPITAL IMPROVEMENT FUND
RIVER/GROH/CHATEAU	2,360,000.00	60,000.00	CAPITAL IMPROVEMENT FUND
RIVER ROAD WEST PATH	2,510,634.00	2,510,634.00	CAPITAL IMPROVEMENT FUND
PLEASANT MULTIUSE PATH	2,583,271.00	2,583,271.00	CAPITAL IMPROVEMENT FUND
PLAYGROUND EQUIPMENT	80,000.00	20,000.00	CAPITAL IMPROVEMENT FUND
PARK SITE AMENITIES	240,000.00	60,000.00	CAPITAL IMPROVEMENT FUND
PARK EQUIPMENT	50,000.00	50,000.00	CAPITAL IMPROVEMENT FUND
VARIOUS PARKS COURT REHABS	130,000.00	130,000.00	CAPITAL IMPROVEMENT FUND
GOLF MOWERS/EQUIPMENT	95,000.00	95,000.00	CAPITAL IMPROVEMENT FUND
CAMERA SURVEILLANCE SYSTEM	105,000.00	0.00	CAPITAL IMPROVEMENT FUND
PARKS BUILDINGS REPAIRS & UPGRADES	350,000.00	0.00	CAPITAL IMPROVEMENT FUND
JUSTICE CENTER REPAIRS & UPGRADES	500,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT STAFF VEHICLE (DEV SER)	70,000.00	0.00	CAPITAL IMPROVEMENT FUND
TOTAL	\$20,982,905.00	\$11,550,905.00	

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
REPLACEMENT OF TRUCKS (PARKS)	110,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACE LEAF TRUCK (STREETS)	120,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACE PICKUP TRUCK (STREETS)	450,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACE BRUSH CHIPPER (STREETS)	60,000.00	0.00	CAPITAL IMPROVEMENT FUND
PARK FACILITIES IMPROVEMENT & MAINT	200,000.00	0.00	CAPITAL IMPROVEMENT FUND
SAFETY TOWN AT FYFA	500,000.00	0.00	CAPITAL IMPROVEMENT FUND
PARKS PROJECTS - MINOR ENGINEERING	200,000.00	0.00	CAPITAL IMPROVEMENT FUND
GUARDRAIL IMPROVEMENTS	75,000.00	0.00	CAPITAL IMPROVEMENT FUND
PARKS EQUIPMENT	150,000.00	0.00	CAPITAL IMPROVEMENT FUND
HAPPY VALLEY BRIDGE REHAB	250,000.00	0.00	CAPITAL IMPROVEMENT FUND
PUBLIC WORKS NEW BUILDING	400,000.00	0.00	CAPITAL IMPROVEMENT FUND
STORM SEWER LINING (VARIOUS)	450,000.00	0.00	CAPITAL IMPROVEMENT FUND
MOWERS/EQUIPMENT REPLACEMENT	200,000.00	0.00	CAPITAL IMPROVEMENT FUND
GOLF FACILITY NEW BUILDING	500,000.00	0.00	CAPITAL IMPROVEMENT FUND
GOLF FACILITY IMPROVEMENTS & MAINT	150,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT BALLISTIC VESTS/HELMETS	55,000.00	0.00	CAPITAL IMPROVEMENT FUND
GOLF BEAUTIFICATION / LANDSCAPING	75,000.00	0.00	CAPITAL IMPROVEMENT FUND
CART PATH PAVEMENT REPAIRS	80,000.00	0.00	CAPITAL IMPROVEMENT FUND
LANDSCAPING MAINTENANCE PROGRAM	175,000.00	0.00	CAPITAL IMPROVEMENT FUND
BRIDGE PAINTING - RT4	300,000.00	0.00	CAPITAL IMPROVEMENT FUND
PLAYING COURTS REPAIR PROGRAM	50,000.00	0.00	CAPITAL IMPROVEMENT FUND
AUGUSTA BRIDGE REPLACEMENT	900,000.00	0.00	CAPITAL IMPROVEMENT FUND
SALT BARN MODIFICATIONS - CONSTRUCT	400,000.00	0.00	CAPITAL IMPROVEMENT FUND
CMP STORM SEWER FIELD PAVING	125,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF TRUCK (PARKS)	70,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT PARK RANGER VEHICLE(PD)	70,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF STAFF VEHICLE(FIRE)	190,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT PPE	70,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF LUCAS DEVICES	40,000.00	0.00	CAPITAL IMPROVEMENT FUND
GOLF MOWERS/EQUIPMENT	100,000.00	0.00	CAPITAL IMPROVEMENT FUND
DRAINAGE IMPROVEMENTS - CONTRACTED	150,000.00	0.00	CAPITAL IMPROVEMENT FUND
BRIDGE PAINTING - 275	220,000.00	0.00	CAPITAL IMPROVEMENT FUND
PATTERSON 3 LANE WIDENING - CONST	700,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACE COMM SERV VAN (COURT)	60,000.00	0.00	CAPITAL IMPROVEMENT FUND
REPLACEMENT OF AMBULANCE (FIRE)	500,000.00	0.00	CAPITAL IMPROVEMENT FUND
SOFTWARE MAINTENANCE	70,000.00	15,000.00	GENERAL FUND
SIDEWALK / APRON PROGRAM	220,000.00	220,000.00	GENERAL FUND
SIDEWALK CUTTING	120,000.00	30,000.00	GENERAL FUND
DONALD DR SIDEWALK	40,000.00	40,000.00	GENERAL FUND
SIDEWALK/APRON PROGRAM	750,000.00	0.00	GENERAL FUND
SEWARD TRAIL - ENGINEERING	100,000.00	100,000.00	NORTHEAST TIF
MARSH PARK SW IMPROVEMENTS	11,150,000.00	400,000.00	PARK DEVELOPMENT FUND
MARSH LAKE TRAILS	600,000.00	600,000.00	PARK DEVELOPMENT FUND
GOLF BEAUTIFICATION/LANDSCAPING	220,000.00	70,000.00	RECREATION FACILITY FUND
GOLF FACILITY NEW BUILDING	35,000.00	35,000.00	RECREATION FACILITY FUND
AQUATIC FACILITY IMPROVEMENT & MAIN	100,000.00	25,000.00	RECREATION FACILITY FUND
GOLF FACILITY IMPROVEMENTS & MAINT.	50,000.00	50,000.00	RECREATION FACILITY FUND
IRRIGATION UPDATE	1,500,000.00	0.00	RECREATION FACILITY FUND
SANITARY SEWER REHABILITATION	450,000.00	150,000.00	SEWER REPLACE & IMP FUND
WASTEWATER PLANT CONCRETE/MASONRY	56,000.00	14,000.00	SEWER REPLACE & IMP FUND
TOTAL	\$23,606,000.00	\$1,749,000.00	

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
PAVEMENT REPAIRS AND REPLACEMENT	60,000.00	15,000.00	SEWER REPLACE & IMP FUND
EFFLUENT PIPELINE	400,000.00	0.00	SEWER REPLACE & IMP FUND
REPLACEMENT OF TRUCK (SEWER)	350,000.00	60,000.00	SEWER SURPLUS FUND
INSTRUMENTATION REPLACEMENT PROGRAM-WW	60,000.00	15,000.00	SEWER SURPLUS FUND
ROOT CONTROL MAINTENANCE PROGRAM	80,000.00	20,000.00	SEWER SURPLUS FUND
MANHOLE REHABILITATION PROGRAM	40,000.00	10,000.00	SEWER SURPLUS FUND
BROADVIEW LIFT STATION GENERATOR	350,000.00	350,000.00	SEWER SURPLUS FUND
PUMP OVERHAUL/REPLACEMENT PROGRAM-WW	600,000.00	25,000.00	SEWER SURPLUS FUND
VIDEO AND SEWER CLEANING EQUIPMENT	295,000.00	15,000.00	SEWER SURPLUS FUND
MONITORING EQUIPMENT	60,000.00	15,000.00	SEWER SURPLUS FUND
SANITARY SEWER FLOW MODELING	60,000.00	15,000.00	SEWER SURPLUS FUND
BUILDING IMPROVEMENTS-WASTEWATER	525,000.00	175,000.00	SEWER SURPLUS FUND
AUTOMATIC METER READING (AMR)	100,000.00	25,000.00	SEWER SURPLUS FUND
LIFT STATION UPGRADES	1,250,000.00	50,000.00	SEWER SURPLUS FUND
SAFETY EQUIPMENT-WW	80,000.00	20,000.00	SEWER SURPLUS FUND
REPLACE MAJOR PROCESS EQUIPMENT-WW	1,200,000.00	400,000.00	SEWER SURPLUS FUND
ROUTE 4 RELIEF SEWER	2,075,000.00	75,000.00	SEWER SURPLUS FUND
WATER MAIN IMPROVEMENTS	250,000.00	250,000.00	SEWER SURPLUS FUND
REPLACEMENT STAFF VEHICLE (SEWER)	60,000.00	0.00	SEWER SURPLUS FUND
DYSTOR DOME REPLACEMENT	2,500,000.00	0.00	SEWER SURPLUS FUND
TRAFFIC ENGINEERING / SPARE PARTS	110,000.00	25,000.00	STREET IMPROVEMENT FUND
ANNUAL STREET PAVING PROGRAM	10,120,000.00	2,520,000.00	STREET IMPROVEMENT FUND
ANNUAL CONCRETE PROGRAM	3,800,000.00	950,000.00	STREET IMPROVEMENT FUND
PAVEMENT MARKING PROGRAM	500,000.00	125,000.00	STREET IMPROVEMENT FUND
STREET MAINTENANCE - CRACK SEALING	115,000.00	25,000.00	STREET IMPROVEMENT FUND
ROUTE 4 SIDEWALK-HOLDEN TO MICHAEL	175,000.00	175,000.00	STREET IMPROVEMENT FUND
ROSS AND WOODRIDGE	1,200,000.00	1,200,000.00	STREET IMPROVEMENT FUND
PLEASANT URBAN PAVING - ENGINEERING	100,000.00	100,000.00	STREET IMPROVEMENT FUND
JOHN GRAY RW FOR MSD	200,000.00	200,000.00	STREET IMPROVEMENT FUND
SEWARD ROAD FLOOD WARNING SIGNS	75,000.00	75,000.00	STREET IMPROVEMENT FUND
DONALD DR SIDEWALK	160,000.00	0.00	STREET IMPROVEMENT FUND
SEWARD AND ROUTE 4	400,000.00	0.00	STREET IMPROVEMENT FUND
WITTENBERG AND NILLES - CONST	1,100,000.00	0.00	STREET IMPROVEMENT FUND
SEWARD AND ROUTE 4	2,950,000.00	0.00	STREET IMPROVEMENT FUND
WINTON (RESOR TO OAK TREE) - CONST	1,935,000.00	0.00	STREET IMPROVEMENT FUND
ROUTE 4 SW - N OF SYMMES - CONST	166,350.00	0.00	STREET IMPROVEMENT FUND
SYMMES RAIL CROSSING ELIMINATION	7,000,000.00	0.00	STREET IMPROVEMENT FUND
SYMMES AND ROUTE 4 - CONST	5,000,000.00	0.00	STREET IMPROVEMENT FUND
PLEASANT AVE PAVING - CONST	\$3,350,000.00	\$0.00	STREET IMPROVEMENT FUND
WINTON - HENESEY TO NILLES - ENG	\$250,000.00	\$0.00	STREET IMPROVEMENT FUND
SUSTAINABILITY TECHNICAL ASSISTANCE	\$75,000.00	\$75,000.00	SUSTAINABILITY FUND
STREET LIGHT INSTALLATION	\$31,000.00	\$7,500.00	SUSTAINABILITY FUND
TOWN CENTER PLACEMAKING	\$50,000.00	\$50,000.00	TED FUND
FAIRFIELD HELPING NEIGHBORS	\$100,000.00	\$100,000.00	TED FUND
WATER COMPUTER MODELING	\$80,000.00	\$20,000.00	WATER EXPANSION FUND
REPLACE MAJOR PROCESS EQUIPMENT-WATER	\$18,550,000.00	\$25,000.00	WATER REPLACE & IMP FUND
WATER PLANT CONCRETE/MASONRY REPAIR	100,000	\$25,000.00	WATER REPLACE & IMP FUND
BOOSTER STATION IMPROVEMENTS	\$45,000.00	\$15,000.00	WATER REPLACE & IMP FUND
DISTRIBUTION SYSTEM IMPROVEMENTS	\$5,600,000.00	\$1,000,000.00	WATER REPLACE & IMP FUND
BUILDING IMPROVEMENTS-WATER	\$116,000.00	\$80,000.00	WATER REPLACE & IMP FUND
TOTAL	\$73,848,350.00	\$8,327,500.00	

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STATEMENT OF AMOUNTS REQUIRED FOR PAYMENT OF FINAL JUDGEMENTS

[illegible]

PURPOSE OF BONDS AND NOTES	Levy Outside 10 Mill Limit	Date of Issue	Due Date	Rate of Interest	Amount of Bonds & Notes Outstanding 12/31/2025	Amount Required for Interest	Amount Required for Principal
OUTSIDE 10 MILL LIMIT							
Notes:							
Various Purpose Bond Anticipation Notes	City Ordinance	4/15/2025	4/14/2026	4.0000%	4,758,000	190,320	1,076,000
Bonds:							
Special Assessment Debt	City Ordinance	Various	6/1/2026	Various	112,764	2,799	37,087
Roadway Improvement Bonds 2010	City Ordinance	6/29/2010	12/1/2030	1.3200%	2,725,000	35,970	535,000
Various Purpose 2017 - Refunding 2009 Justice/Golf	City Ordinance	8/16/2017	12/1/2029	1.5000%	1,545,000	61,800	365,000
OWDA WWTP Multipurpose Facility - 9261	City Ordinance		12/1/2043	0.4300%	2,074,903	8,796	117,905
OWDA Smart Meters - 9870	City Ordinance		12/1/2039	3.0500%	2,634,584	79,085	167,924
OWDA Smart Meters - 9870	City Ordinance		12/1/2039	3.0500%	2,634,584	79,085	167,924
OWDA WWTP Aeration System Improvements	City Ordinance		12/1/2050	3.6400%	6,387,575	120,000	170,000
OWDA Water Tower - 9871	City Ordinance		6/1/2050	3.1700%	5,193,812	163,452	151,681
Total Bonds					23,308,222	550,987	1,712,521
Total Debt					28,066,222	741,307	2,788,521
Breakdown by Fund:							
General Bond Retirement					4,270,000	97,770	900,000
Special Assessment					112,764	2,799	37,087
Water Bond & Interest					12,246,396	419,257	1,225,605
Sewer Bond & Interest					11,437,062	221,481	625,829
Total					28,066,222	741,307	2,788,521

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Page 13

The Budget Commission of Butler County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of Fairfield, Ohio for the BUDGET YEAR beginning January 1, 2026

FUND	Estimated Unencumbered Fund Balance Jan-25	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPES							
General Fund	31,355,322	2,024,980	-	800,000		41,592,048	75,772,350
Special Revenue Funds	22,295,950	11,404,000	-			-	33,699,950
Debt Service Funds	1,892,608	-	-	-	-	1,384,380	1,899,213
Capital Project Funds	39,723,221	-	-	-	-	8,262,500	37,468,644
PROPRIETARY FUND TYPES							
Enterprise Funds	32,105,945	-	-	-	-	32,063,095	28,840,106
Internal Service Funds							
FIDUCIARY FUND TYPE							
Trust and Agency Funds	4,061,604	-	-	-	-	11,682,475	4,184,717
TOTAL ALL FUNDS	131,434,650	13,428,980	-	800,000	-	94,984,498	181,864,980

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each must govern the amount of appropriation from such fund.

Date

Budget Commission

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES-continued

Page 14

FUND	Estimated Unencumbered Fund Balance Jan-25	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL-SPECIAL REVENUE:							
100 General Fund							
GOVERNMENTAL-SPECIAL REVENUE:							
201 Street Constr, Maint & Repair							
202 State Highway Imp							
203 Fire Levy							
205 County Motor Vehicle							
206 Tax Recreation							
207 Paramedic Levy							
210 Community Dev Block Grant							
211 Law Enforcement Fund							
212 Municipal Motor License Fund							
213 Law Enforcement & Ed Fund							
214 Driver Alcohol Treatment Fund							
215 Local Law Enforcement Block Gr Fund							
TOTAL SPECIAL REVENUE FUNDS							
DEBT SERVICE FUNDS							
301 General Bond Retirement							
501 Special Assessments							
TOTAL DEBT SERVICE FUNDS							
CAPITAL PROJECT FUNDS							
401 .3% Street Improvement							
402 .2% Capital Improvement							
407 Water Expansion							
408 Sewer Expansion							
409 Flood Protection Fund							
410 State Issue II Fund							
411 Downtown Development Fund							
TOTAL CAPITAL PROJECT FUNDS							

FUND	Estimated Unencumbered Fund Balance Jan-25	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
PROPRIETARY: ENTERPRISE FUNDS							
601 Water Revenue							
602 Water Bond & Interest							
603 Water Bond Redemption							
604 Water Replacement & Improvement							
605 Water Surplus							
606 Water Guaranteed Trust							
Total Water Enterprise							
620 Sewer Revenue							
621 Sewer Bond & Interest							
622 Sewer Bond Redemption							
623 Sewer Replacement & Improvement							
624 Sewer Surplus							
Total Sewer Enterprise							
630 Solid Waste Management Fund							
640 Fairfield Golf							
641 Recreation Activity							
Total Recreation Enterprise							
TOTAL ENTERPRISE FUNDS							
FIDUCIARY: TRUST AND AGENCY FUNDS							
701 Employees Trust							
702 Employees Benefits Trust							
704 Deferred Compensation Fund							
TOTAL TRUST AND AGENCY FUNDS							
TOTAL FOR MEMORANDUM ONLY							

COUNTY AUDITOR'S ESTIMATE
Tax Levies and Rates for 2026 in the City of Fairfield, Ohio
Assessed Valuation \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITH IN 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
TOTAL		
LEVIES OUTSIDE 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
STATE		
TOTAL		
TOTAL LEVY FOR ALL PURPOSES		

RESOLUTION NO. _____

RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF FAIRFIELD,
OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND
SUBMITTING THE SAME TO THE BUTLER COUNTY AUDITOR AND
DECLARING AN EMERGENCY.

WHEREAS, the City Manager has heretofore prepared a tentative budget for the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2026 showing detailed estimates of all balances that will be available at the beginning of the year 2026 for the purposes of such year, and of all revenues to be received for such fiscal year, including all general and special taxes, charges for utility services, recreational fees and all other types and classes of revenues; also estimates of all expenditures or charges in or for the purpose of such fiscal year to be paid or met from said revenues or balances; and otherwise conforming with the requirements of law; and;

WHEREAS, said budget has been made conveniently available for public inspection for at least ten (10) days by having at least two (2) copies thereof on file on the offices of the Clerk of Council and Finance; and

WHEREAS, the Council held a public hearing on said budget of which public notice was given by publication not less than ten (10) days prior to the date thereof.

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

Section 1. The tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2026 heretofore prepared by the City Manager and submitted to this Council, copies of which have been and are on file in the offices of Finance and Clerk of Council which is incorporated herein by reference, be and it is hereby adopted, as the official budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2026.

Section 2. The Clerk of Council be and is hereby authorized and directed to certify a copy of said budget and a copy of this resolution and to transmit the same to the County Auditor of Butler County, Ohio.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the budget must be submitted to the Butler County Auditor in a timely manner in accordance with law; wherefore, this Resolution shall take effect immediately upon its passage.

Passed _____

Posted _____

First Reading _____

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

Mayor's Approval

Rules Suspended _____

Emergency _____



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

IT Division - Desktop Workstation and Laptop Equipment Refresh

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with ComDoc for the purchase of desktop workstations and laptop equipment and declaring an emergency.

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

Recommendation:

An appropriation of \$205,500 is being requested, along with City Council approval for capital funding to support the scheduled replacement of aging desktop workstations and laptop computers across various departments. This funding will help maintain operational efficiency, improve technology performance, and enhance support for both internal operations and public-facing services.

Discussion:

The scheduled replacement of information technology hardware has been planned and approved in the 2025–2029 Capital Improvement Program (CIP) under project 5CM03. Equipment and services will be procured utilizing Ohio State bid or contract pricing when it offers a more cost-effective option than other available pricing. The City maintains a wide range of computing equipment used by staff across administrative offices, field operations, and public safety departments. To sustain productivity, ensure security, and maintain compatibility with evolving software and systems, this equipment is replaced on a scheduled lifecycle—typically every 3 to 5 years, depending on usage and criticality. This refresh cycle will prioritize replacements based on equipment condition, performance issues, and operational needs. The attached quote includes multiple options and configurations, with quantities listed solely to reflect the discounts associated with those quantities.

Aging equipment leads to:

- Reduced performance and productivity
- Increased support and maintenance costs
- Compatibility and security risks with newer applications and operating systems

- Higher failure rates and increased system downtime

Scope of Equipment to Be Replaced:

- Desktop computers
- Laptop computers

Financial Impact:

An appropriation in the amount of \$205,500 is being requested for the scheduled replacement of aging computing equipment based on current pricing with a 5% contingency. Funding for these efforts was included in the 2025-2029 Capital Improvement Plan (CIP) under project 5CM03 IT - Hardware and Software. The funding sources for this project is the Capital Improvement Fund for \$205,500.

Emergency Provision:

Yes - An emergency provision is necessary without competitive bidding in order to avoid extended order fulfillment and scheduled installation time for the equipment, and so that purchases and replacements can be made immediately. Ohio State bid/contract pricing is used when state bid/contract pricing is the lower-cost option. Due to the frequency with which these types of equipment are updated by the manufacturers and rapidly changing pricing, the quantity and model(s) of equipment to be purchased will be based on pricing and availability at the time of purchase.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Comdoc - HP Large Order - 5.2025 - QKED-4504-Q7627852-145830
2. COMDOC-ORD



ComDoc
8247 Pittsburg Ave NW,
North Canton, OH 44720

Quote#: QKED-4504
Date: 05/20/2025
Expiration Date: 06/19/2025

Sales Associates

Account Manager: COM Sales
Email: COM-ITQuotes@xerox.com
Phone: 757-497-8000
Preparer: Kiara Daniello
Email: kiara.daniello@xerox.com

Bill To: Lance Kennedy City of Fairfield 5350 Pleasant Ave. Fairfield, OH 45014 Phone: (513)896-8109	Ship To: Lance Kennedy City of Fairfield 5350 Pleasant Ave. Fairfield, OH 45014 Phone: (513)896-8109 Email: lkennedy@fairfield-city.org
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Customer PO:	Payment Method:	Net Terms: 30	Ship Via: Ground
Shipping Instructions:		Carrier Account #:	

Line	Description	Part Number	Unit Price	Qty	Ext. Price
1	HP Elite Mini 800 G9 Desktop Computer - Intel Core i7 14th Gen i7-14700T - 32 GB - 512 GB SSD - Desktop Mini - Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics 770 DDR5 SDRAM - English Keyboard - IEEE 802.11ax - 90 W - TAA Compliance HP INC.	A12GVUT#ABA	\$ 1,184.60	100	\$ 118,460.00
2	HP Elite Mini 800 G9 Desktop Computer - Intel Core i5 14th Gen i5-14500T - 16 GB - 512 GB SSD - Desktop Mini - Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics 770 DDR5 SDRAM - English Keyboard - IEEE 802.11ax - 90 W - TAA Compliance HP INC.	A12GMUT#ABA	\$ 953.59	100	\$ 95,359.00
3	HP EliteBook 860 G11 16" Notebook - WUXGA - Intel Core Ultra 5 125U - vPro Technology - 16 GB - 512 GB SSD - English Keyboard - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard HP INC.	A6TD8UT#ABA	\$ 1,283.71	30	\$ 38,511.30
4	HP EliteBook 840 G11 14" Notebook - WUXGA - Intel Core Ultra 5 125U - vPro Technology - 16 GB - 512 GB SSD - English Keyboard - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard HP INC.	A6SY7UT#ABA	\$ 1,360.11	30	\$ 40,803.30
5	HP Care Pack Premium Onsite Support - 3 Year - Warranty - 9 x 5 x Next Business Day - On-site - Maintenance - Labor HP INC.	U85BQE	\$ 180.48	30	\$ 5,414.40
6	HP Care Pack - 3 Year - Service - 9 x 5 - Service Depot - Maintenance - Parts & Labor - Physical - TAA Compliance HP INC.	U4395E	\$ 79.01	30	\$ 2,370.30
6 item(s)			Sub-Total		\$ 300,918.30
			Tax @ 0%		\$ 0.00
			Freight		as applicable
			Total		\$ 300,918.30

Notes

All Cisco and Meraki products and solutions are considered non-cancellable. This supersedes any language to the contrary on the purchase agreement you may provide i.e.-PO.

Terms and Conditions

The following terms and conditions ("Agreement") apply to any purchases or leases of Products (as defined below) ordered from this website ("Site"). The term "Company" refers to [**"ComDoc"**]. The term "you" refers to the customer, purchaser or buyer.

1. PRODUCTS. As used in these terms and conditions, the term "Products" collectively refers to equipment, parts, Services (as defined below), software and supplies ordered or selected from this Site.

2. PRICING; QUOTES; ORDERS; AND TAXES. Prices are in U.S. Dollars and are exclusive of taxes, shipping, and insurance. Unless otherwise indicated, Company's quotations are valid for thirty (30) days from the date of issuance. Orders are initiated by you issuing a purchase order or placing an order by electronic means acceptable to Company. Orders made directly on the Site or your purchase orders must identify the Products, unit quantities, SKUs or part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Company. Your receipt of an order confirmation does not constitute acceptance or confirmation of price or availability of the Products ordered. You will be notified prior to shipment in the event there is a change in price, availability, taxes and shipping charges of any Product you ordered. Orders may not be cancelled or rescheduled without Company's consent, which consent may be given by Company in its sole discretion. You are responsible for state and local sales, use, excise, privilege and other taxes associated with the order.

3. SHIPPING AND DELIVERY; TITLE; AND RISK OF LOSS. Shipping and handling charges are in addition to the Product prices, unless otherwise stated at the time of sale. Company will ship based on availability and shipping capability. Company may make partial shipments. Title and risk of loss to all purchased Products shall pass to you upon shipment, unless otherwise noted on the Company's invoice. Title and risk of loss for leased Products shall remain with the lessor. You expressly agree and hereby grant a security interest in and to all equipment including the proceeds thereof covered by this Agreement until full payment of the purchase price of such equipment has been received by Company, and you authorize Company to file a financing statement as a secured party under the Uniform Commercial Code.

4. INVOICES AND PAYMENT. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Terms of payment are within Company's sole discretion, and unless otherwise agreed to by Company, payment must be received by Company prior to Company's acceptance of an order. Payments must be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Company in which case payment is due and must be received by Company in accordance with credit terms stated on the face of the invoice. Credit terms may be terminated or modified by Company in its sole discretion. All payments must be made in U.S. Dollars. An order may be billed in multiple invoices and each invoice will have its own due date. Company may invoice parts of an order separately. Restrictive covenants on instruments or documents submitted for or with payments you send to Company will not reduce your obligations. You agree to pay any collection expenses, including reasonable attorney fees, expenses and court costs, incurred by Company to collect any unpaid amounts.

5. DOAs / RETURNS. You must notify Company immediately if any Product arrives damaged or is dead on arrival ("DOA") upon first use. Returns of Products that are not damaged, DOA, or defective are limited to unopened product and are subject to a 25% restocking fee. Such returned product must be 100% complete, in resalable condition with all manuals, blank warranty cards and all other materials provided by the manufacturer, vendor or supplier, in the original packaging within ten (10) business days after the date of delivery. A Return Material Authorization (RMA) number and applicable return instructions are required before returning any product to Company or Company's vendors. Contact Company at the phone number listed on this Site for instructions regarding DOAs and returns.

6. SOFTWARE. If your order includes software Products ("Licensed Software"), such Licensed Software is provided by Company to you subject to an end user license agreement that is provided in the packaging, available online or is agreed to when the Licensed Software is installed. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

7. WARRANTIES. You understand that Company is not the manufacturer of the Products ordered by Customer and that any warranties, if any, are provided solely by the manufacturer, not Company. In ordering the Products, you are relying solely on the manufacturer's specifications and not relying on any statements or specifications by Company. THE LIMITED WARRANTIES FOR PRODUCT, IF ANY, AS WELL AS ANY DISCLAIMERS APPLICABLE THERETO, ARE SHIPPED WITH THE PRODUCT, AVAILABLE ONLINE ON THE MANUFACTURER'S WEBSITE OR ARE PROVIDED IN A SEPARATE WARRANTY STATEMENT. THESE WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY DISCLAIMS, AND YOU WAIVE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. You expressly waive any claim you may have against Company based on any product liability or infringement or alleged infringement of any intellectual property right made against you by a third party and that you waive any right to indemnification from Company against such claim against you by a third party.

8. MANAGED, PROFESSIONAL, AND TECHNICAL SERVICES. If Company is providing managed, professional or technical services ("Services") as set forth in a quote provided by Company on the Site, Company will provide those Services as described in the quote. If the Services do not meet the service levels set forth in the quote, Customer must notify Company in a detailed writing describing the alleged failure, within 30 days of completion of such Services and Company will then modify such Services so that they perform in accordance with the service levels stated in such quote within a reasonable time to be agreed between the parties in writing depending upon the complexity of the issue. The foregoing constitutes Company's sole obligation and Customer's sole remedy for Services provided under this Agreement.

9. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT INVOICED HEREUNDER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER ISSUED HEREUNDER, WHETHER THE CLAIM ALLEGES TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY EVEN IF THE OTHER PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. FORCE MAJEURE. Company is not responsible for any delay in delivery of Products or performance of any services which result from any circumstances beyond Company's reasonable control. Any shipping dates or completion dates provided by Company in an order confirmation or other communication to you are estimates only and not a commitment to deliver on such dates.

11. CONFIDENTIALITY. Quote and order documents from Company are considered private correspondence and should be kept confidential, except where prohibited by public entities. This is proprietary information and only valid for the recipient of the proposal.

12. COMPLIANCE WITH LAWS. You agree to comply with all applicable laws and regulations of the various states and of the United States and/or any other country of competent jurisdiction regarding the export or re-export of any commodity, technology, technical data and/or software. You shall not export, directly or indirectly, any technical data acquired hereunder or any Products utilizing such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

13. MISCELLANEOUS. Unless you have a separate written agreement with Company that expressly supersedes this Agreement, this Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Company expressly rejects any contrary or supplemental terms in any purchase order, acknowledgment or other documentation provided by you, and in the event of any conflict between the terms of this Agreement and any such documentation, the terms in this Agreement shall prevail unless specifically so stated otherwise in writing by Company. This Agreement is governed by the substantive laws of the State of Ohio, including the Uniform Commercial Code as adopted thereunder, without regard to their conflict-of-law principles. Company may assign or subcontract any of its rights or obligations with respect to the sale, lease or rental of Products or the right to receive payments. You may not assign or otherwise transfer your rights or obligations under this Agreement without the prior written consent of Company. No attempt to assign or transfer in violation of this provision will be binding upon Company. If a court finds any term of this Agreement to be unenforceable, illegal, or otherwise invalid, that provision and the remaining provisions will be enforced to the greatest extent possible. The failure of either party to enforce any provision of these terms and conditions or any other provision of this Agreement will not be construed as a waiver of such provision or the right thereafter to enforce such provision. All changes to this Agreement must be made in a writing signed by both parties. The amendment, cancellation, or termination of this Agreement will not affect the outstanding obligations of either party.

Tariff & Pricing Adjustment Notice. Prices quoted are based on current costs, including applicable tariffs and import duties as of the quote date. Due to potential changes in government-imposed tariffs, duties, and other regulatory fees, IT Solutions reserves the right to adjust pricing accordingly. If such changes occur before the final purchase order is processed, we will notify the customer of any necessary adjustments. Acceptance of this quote does not guarantee price protection against tariff-related increases.

Approve to order

Customer Signature: _____

Name (Please Print): _____

Company Name: _____

Title: _____

Date: _____

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH COMDOC FOR THE PURCHASE OF DESKTOP WORKSTATIONS AND LAPTOP EQUIPMENT 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 ComDoc for the purchase of desktop workstations and laptop equipment in accordance with the contract on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that it is necessary to avoid extended order fulfillment and installation of the equipment, and to secure current pricing; 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 - June 9, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

Supplemental Appropriations - Transfer of Monies

Legislation Title:

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

- Supplemental Appropriations

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

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

Discussion:

Supplemental appropriations are requested to ensure no unauthorized expenditures occur.

Additional appropriations are being sought in the following funds to cover the 2nd half 2025 Loss Fund Contribution for property and casualty insurance premiums. Increases in premiums were higher than anticipated. The following funds need supplemental appropriations.

From: Unappropriated General Fund... \$50,000

To: 10012523-235000 Insurance - \$50,000

From: Unappropriated Street, Construction & Maint...\$5,000

To: 20142023-235000 Insurance - \$5,000

From: Unappropriated Fire Levy...\$4,700

To: 20332023-235000 - \$4,700

From: Unappropriated Water Revenue...\$8,500

To: 60161123-235000 Insurance - \$8,500

From: Unappropriated Sewer Revenue...\$10,000

To: 62062123-235000 Insurance - \$10,000

From: Recreation Activity... - \$1,400

To: 64052023-235000 Insurance - \$1,400

Financial Impact:

Supplemental appropriations are required in the following amounts: Unappropriated General Fund - \$35,800; Unappropriated Street Construction & Maint. - \$5,000; Unappropriated Fire Levy - \$4,700; Unappropriated Water Revenue - \$8,500; Unappropriated Sewer Revenue - \$10,000; Unappropriated Recreation Activity - \$1,400.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. SUPPLEMENTAL 6-9-ORD

ORDINANCE NO. _____

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

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

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

From:	Unappropriated General Fund	\$50,000
To:	10012523-235000 Insurance	\$50,000
From:	Unappropriated Street Const, Maint	\$5,000
To:	20142023-235000 Insurance	\$5,000
From:	Unappropriated Fire Levy	\$4,700
To:	20332023-235000 Insurance	\$4,700
From:	Unappropriated Water Revenue	\$8,500
To:	60161123-235000 Insurance	\$8,500
From:	Unappropriated Sewer Revenue	\$10,000
To:	62062123-235000 Insurance	\$10,000
From:	Unappropriated Recreation Activity	\$1,400
To:	64052023-235000 Insurance	\$1,400

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\SUPPLEMENTAL 6-9-ORD



**City Council Communication
Regular Meeting - June 9, 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: \$3,380,500 total (Detail: \$75,000 Comprehensive Plan update (Development Services); \$205,500 Computer Equipment Update (IT Division); \$3,100,000 renewable energy project (Public Utilities))

- 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:

\$3,380,500 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 6-9-ORD

ORDINANCE NO. _____

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

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

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

From:	Unappropriated General Fund	\$75,000
To:	10016023-233900 Other Professional Services <i>(Update the comprehensive plan 5DV04)</i>	\$75,000
From:	Unappropriated Capital Improvement Fund	\$205,500
To:	40216024-241100 Computer Supplies/Software <i>(Desktop Workstation and Laptop Equipment 5CM03)</i>	\$205,500
From:	Unappropriated Sewer Surplus Fund	\$3,100,000
To:	62416025-252000 Improvements other than Building <i>(Construction of a renewable energy project 5WW20 [\$2,500,000]) (Construction of a renewable energy project [\$600,000])</i>	\$3,100,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\CONTRACTUAL 6-9-ORD



**City Council Communication
Regular Meeting - June 9, 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: \$270,415 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:

\$270,415 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NONCONTRACTUAL 6-9-ORD

ORDINANCE NO. _____

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

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

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

From:	Unappropriated Street Improvement Fund	\$5,000
To:	40116023-233900 Other Professional Services (Ross and Woodridge Roundabout-ROW Services 5PW25)	\$5,000
From:	Unappropriated Capital Improvement Fund	\$170,032
To:	40216024-241100 Computer Supplies/Software (Computing Equipment Refresh 5CM03)	\$143,400
To:	40216025-253200 Capital Equipment (Police Department Copier Refresh 5CM03)	\$11,340
To:	40216025-254000 Buildings & Improvements (Village Green Upgrades 5PR02)	\$15,292
From:	Unappropriated Active Transportation Fund	\$53,703
To:	41516023-233300 Engineering Services (Pleasant Avenue Multi-Use Trail 5PW28)	\$53,703
From:	Unappropriated Water Surplus Fund	\$3,800
To:	60516024-241100 Computer Supplies/Software (Computing Equipment Refresh 5CM03)	\$3,800
From:	Unappropriated Sewer Surplus Fund	\$29,380
To:	62416024-241100 Computer Supplies/Software (Computing Equipment Refresh 5CM03)	\$3,800

To:	62416025-252000 Improvements Other than Building (Manhole Rehab Project 5WW03 [\$10,000]) (Manhole Rehab Project 5WW04 [\$13,250]) (Manhole Rehab Project 5WW18 [\$2,330])	\$25,580
From:	Unappropriated Recreation Facilities Fund	\$8,500
To:	64051125-252000 Improvements Other than Building (New awning for pool heaters at Aquatic Center 5RC06)	\$8,500

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

IT Division - Computing Equipment Refresh

Legislation Title:

\$151,000 Computing Equipment Refresh (multiple vendors; IT Division)

Recommendation:

An appropriation of \$151,000 is being requested, along with City Council approval for capital funding to support the scheduled replacement of aging computing equipment across various departments. This includes iPads, monitors, printers, public safety mobile data terminals (MDTs), and all required accessories to support these devices. The funding will ensure continued operational efficiency, improved technology performance, and enhanced support for both internal and public-facing services.

Discussion:

Scheduled replacement of information technology hardware is planned for and was approved in the 2025-2029 Capital Improvement Program (CIP) under project 5CM03. Equipment and services will be procured from multiple vendors according to their type, utilizing Ohio State bid or contract pricing when it provides a more cost-effective option than other available pricing. The City maintains a wide array of computing equipment used by staff across administrative offices, field operations, and public safety departments. To maintain productivity, security, and compatibility with evolving software and systems, these devices are replaced on a scheduled lifecycle, typically every 3–5 years, depending on usage and criticality. This refresh will prioritize equipment based on the condition, performance issues, and operational needs.

Aging equipment results in:

- Reduced performance and productivity
- Increased support and maintenance costs
- Compatibility and security risks with newer applications and operating systems
- Higher failure rates and system downtime

Scope of Equipment to be Replaced:

- iPads and Tablets

- Monitors and Peripherals
- Public Safety Mobile Data Terminals (Rugged Laptops)
- Associated Accessories (docking stations, keyboards, mounts, etc.)
- GIS Editor Workstations

Financial Impact:

An appropriation in the amount of \$151,000 is being requested for the scheduled replacement of aging computing equipment. Funding for these efforts was included in the 2025-2029 Capital Improvement Plan (CIP) under project 5CM03 IT - Hardware and Software. The funding sources for this project are the Capital Improvement Fund for \$143,400, the Water Surplus Fund for \$3,800, and the Sewer Surplus Fund for \$3,800.

Emergency Provision:

Yes - An emergency provision is necessary without competitive bidding in order to avoid extended order fulfillment and scheduled installation time for the equipment, and so that purchases and replacements can be made immediately. Ohio State bid/contract pricing is used when state bid/contract pricing is the lower-cost option. Due to the frequency with which these types of equipment are updated by the manufacturers and rapidly changing pricing, the quantity and model(s) of equipment to be purchased will be based on pricing and availability at the time of purchase.

Rule Suspension Requested:

Yes

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

Wastewater Division-Manhole Rehab Project

Legislation Title:

\$25,580 Wastewater Division-Manhole Rehab Project (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$25,580 for the rehabilitation and repairs of sewer manholes at the Wastewater Treatment Plant. This service will be performed by Hydro-Klean, LLC.

Discussion:

The Wastewater Division at the City of Fairfield treats an average of 5 million gallons of wastewater daily from the city. Repair and maintenance are key components of sustaining the wastewater system for treatment that meets or exceeds community and regulatory standards. We have identified 4 sewer manholes at the treatment facility that have been subject to hydrogen sulfide gas from the biosolids process. The hydrogen sulfide from the process is very corrosive, causing the concrete within the manholes to deteriorate. To correct the problem, we have chosen the Monoform PLUS process. This process will install new concrete and a heavy-duty welded plastic liner to each manhole without excavation. This rehab will add strength to the existing structure and prevent further degradation from the corrosive properties of the waste stream. H.K. Solutions Monoform PLUS™ is a comprehensive manhole rehabilitation solution that offers streamlined installation with minimal impact on local traffic. The Monoform technology comprises a concrete forming system installed within existing manhole structures. Inner forms wrapped with AGRU Ultra Grip pair with the existing structure, which serves as the outer form. Hydro Klean, LLC owns the exclusive rights for the patented Monoform PLUS™ system. A sole source letter and cost estimate for the project are attached for review.

Financial Impact:

An appropriation in the amount of \$25,580.00 is being requested for the rehabilitation of sewer manholes.

Funding for this project is included in the 2025-2029 Capital Improvement Program under project number 5WW03, Manhole Rehab Program. Additional funding for this project will be directed as needed from 5WW04, Turblex Blower Service, and 5WW18, WWTP Generator. The funding source is 624 Sewer Surplus Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. HK Manhole Project April 2025
2. Sole-Source Statement Monoform Plus



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: PQ005423
Order Date: 04/25/2025
Valid Until: 07/24/2025
Sales Person: Emily Kling
Customer ID: 110680
Payment Terms:

Job Site:

Fairfield Ohio
4799 Groh Lane
Fairfield OH 45014
United States of America

Bill to:

Fairfield Ohio
4799 Groh Lane
Fairfield OH 45014
United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

Job site is Fairfield WWTP
4799 Groh Lane
Fairfield, Ohio

Project is Rehab of four manholes using Monoform Plus. 25% of this project will be invoiced on date of project approval to cover project setup, materials, and shop fabrication of Monoform Plus liners. Remaining 75% will be invoiced as the 4 manholes are completed.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Manhole #1 Monoform Plus	1.0000	EACH	7,753.4100	7,753.41
	Manhole #2 Monoform Plus	1.0000	EACH	5,864.7600	5,864.76
	Manhole #3 Monoform Plus	1.0000	EACH	5,632.9300	5,632.93
	Manhole #4 Monoform Plus	1.0000	EACH	6,328.4200	6,328.42

***NOTE: Quote does not include any applicable taxes**

Prepared By: Emily Kling
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

***Quote Total:** 25,579.52

May 28, 2025

RE: Sole-Source Supplier Statement – Monoform Plus™

To Whom It May Concern:

This letter is to confirm that the Monoform Plus™ Manhole Rehabilitation Technology is a unique, sole source product, manufactured, sold and installed exclusively by Hydro-Klean, LLC (DBA HK Solutions Group, LLC). No other company or contractor, makes a similar or competing product or can provide the same product or service that will meet the specified requirements. HK Solutions Group, LLC is the only supplier capable of delivering and installing this product.

There are no agents or dealers authorized to represent Monoform Plus™. Additionally, competition is precluded by the existence of U.S. Patent No. US 12,116,749 B2 dated October 15, 2024. No agreement or exclusive right exists with any other manufacturer or business entity to market, sell, promote or install this product. There are no other like items or products available for purchase that would serve the same purpose or function as the Monoform Plus™ product due to exclusive distribution or marketing rights.

If you desire additional information, please contact HK Solutions Group at (515) 283-0500 at any time or visit our website at HKSolutionsGroup.com.

Thank you for your interest in our products and services.

Kind Regards,

Matt Huston

Matt Huston
Business Development Director, Inventor
Structure Rehabilitation Division
HK Solutions Group
(515) 283-0500 Office
(612) 963-0643 Mobile



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

IT Division - Police Department Copier Refresh

Legislation Title:

\$11,340 Police Department Copier Refresh (IT Division)

Recommendation:

An appropriation of \$11,340 is being requested, along with City Council approval for capital funding to support the scheduled replacement of an aging multi-function copier unit. The funding will ensure continued operational efficiency, improved technology performance, and enhanced support for both internal and public-facing services.

Discussion:

Scheduled replacement of information technology hardware is planned for and was approved in the 2025-2029 Capital Improvement Program (CIP) under project 5CM03. Purchases will be made utilizing Ohio State bid/contract pricing when state bid/contract pricing is the lower-cost option. The City maintains a wide array of computing equipment used by staff across administrative offices, field operations, and public safety departments. To maintain productivity, security, and compatibility with evolving software and systems, these devices are replaced on a scheduled lifecycle, typically every 6-10 years for high-capacity copier devices.

Aging equipment results in:

- Reduced performance and productivity.
- Increased support and maintenance costs.
- Compatibility and security risks with newer applications and operating systems.
- Higher failure rates and system downtime.

Scope of Equipment to be Replaced:

- Multi-function, high-capacity copier with finishing options.

Financial Impact:

An appropriation in the amount of \$11,340 is being requested for the scheduled replacement of

aging computing equipment. Funding for these efforts was included in the 2025-2029 Capital Improvement Plan (CIP) under project 5CM03 IT - Hardware and Software. The funding source for this project is the Capital Improvement Fund for \$11,340.

Emergency Provision:

Yes - An emergency provision is necessary without competitive bidding in order to avoid extended order fulfillment and scheduled installation time for the equipment, and so that purchases and replacements can be made immediately. Ohio State bid/contract pricing is used when state bid/contract pricing is the lower-cost option.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Comdoc - PD Copier - Sales Order Package #20387738

CUSTOMER			SALES & SERVICE AGREEMENT			BILL TO	
CUSTOMER NAME City of Fairfield			CUSTOMER NAME City of Fairfield - Executive Offices				
ADDRESS 5350 Pleasant Ave			ADDRESS 5350 Pleasant Ave				
CITY, STATE ZIP Fairfield, OH 45014			CITY, STATE ZIP Fairfield, OH 45014				
PRIMARY CONTACT PERSON LANCE KENNEDY	PRIMARY PHONE NUMBER 5138968109	PRIMARY EMAIL LKENNEDY@FAIRFIELD-CITY.ORG	BILL TO CONTACT PERSON STACEY SUMLER	BILL TO PHONE NUMBER 5138676011	BILL TO EMAIL SSUMLER@FAIRFIELD-CITY.ORG		
SALESPERSON Don Martin	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20387738	SERVICE CONTRACT ☒ New	MPS CONTRACT ☐	CONTRACT #		
CASH AMOUNT \$11,330.75		MONTHLY SERVICE PAYMENT \$0.00		MONTHLY MPS PAYMENT N/A			
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE							

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE
1	AltaLink C8245H2	5350 Pleasant Ave	AltaLink C8245H2 with BR Finisher w/ 2/3 Hole Punch (BRF-81), 2-Line Fax (FAX-2LINE), Dual Band WiFi and Bluetooth Kit (WIRELESS3)	B&W: Pool #1 Color: Pool #1	\$11,330.75	\$11,330.75

☐ SEE PRODUCT SCHEDULE (SCHEDULE A)		☐ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		\$11,330.75
NOTE / ADJUSTMENT DETAILS				SPECIAL SERVICES FEES		\$0.00
				OTHER ADJUSTMENTS		\$0.00
CONTRACT TYPE		EFFECTIVE DATES			TRANSACTION TYPE	
☒ CASH SALE	☐ RENTAL	TERM IN MONTHS	60 Months	Actual start date based on delivery or lease commencement.		
☐ LEASE	☐ MAINTENANCE ONLY	PROPOSED START DATE				
CONTRACT TERMS					NOTES	
<u>SERVICE</u>	<u>MPS</u>					
☒	☐	All parts, labor, drums and supplies; excluding paper and staples				
☐	☐	All parts and labor, including drums; excluding supplies, paper, and staples				
☐	☐	Remote Solve Opt-Out				
☐	☐	Includes other (indicate)				

CONTRACT POOLS	INCLUDED IN LEASE PAYMENT			■ SERVICE	■ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: Pool #1	0	\$0.00900	Included in Service Payment	Monthly	Quarterly
Color: Pool #1	0	\$0.07000	Included in Service Payment	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY XDA (Monitoring Only): 1 Devices Covered			PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON LANCE KENNEDY	TECH PHONE # 5138968109	TECH EMAIL LKENNEDY@FAIRFIELD-CITY.ORG	METER CONTACT PERSON LANCE KENNEDY	METER PHONE # 5138968109	METER EMAIL LKENNEDY@FAIRFIELD-CITY.ORG
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per average billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	☐	SEE SOW FOR DETAILS	TOTAL PRICE

CUSTOMER ACCEPTANCE	
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>	
AUTHORIZED CUSTOMER SIGNATURE:	TITLE:
SIGNER'S NAME (PRINTED):	DATE:
COMPANY SALES:	DATE:

Initials

Sales & Service Terms and Conditions

1. **Definitions.** The first page of this Sales & Service Agreement is referred to herein as the "Cover Page." The Cover Page, these Terms and Conditions, any Schedules (e.g., a Product Schedule), Statements of Work ("SOW"), and/or any other attachments referenced on the Cover Page or attached hereto and incorporated herein represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and/or Services. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on a Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between (i) Customer and a third-party lessor or (ii) Customer and Company, which Company shall then assign to a third-party lessor (each a "Lessor"). Nothing herein shall alter, amend, or affect Customer's or Lessor's rights or obligations pursuant to such lease. Upon execution of a lease agreement between Customer and Lessor, Customer shall be responsible to Lessor to satisfy the terms and conditions of the lease;

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term; and/or

d) An ACQUISITION OF SERVICES. Services may include those Services referenced in Section 4 of this Agreement and/or such additional Services outlined in one or more SOWs or Schedules attached hereto. Payment terms for Services shall be in accordance with Section 7, below.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, for any Sale, Lease, or Rental, Company shall deliver and install the Products at the location specified by Customer on the Cover Page and/or Product Schedule unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges. Relocation of Products to a location other than that specified on the Cover Page and/or Product Schedule requires Company's consent and may result in fees or increased rates.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise stated on the Cover Page, Company may charge and Customer shall pay a charge for each instance in which Customer declines Company's use of remote technology to provide Services. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you do not maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the unconnected device charge outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment that utilizes the same Supplies as the Equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and determine whether equipment is eligible for Services. If approved for Services and agreed by the Parties, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, Customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for twelve (12) months. Company reserves the right to terminate Services upon thirty (30) days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty (30) days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the Services fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Except where the Cover Page denotes flat rate pricing, any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance, and Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy, except where Equipment is designated on the Cover Page as having a Color Large impression pool (Color LG) and an Extra Long impression pool (XL IMP Color), in which case prints/copies are defined as follows: (a) **Black Image:** for sheet sizes up to 13"x19", each image calculates as (1) Black Print Meter; (b) **Color Image:** for sheet sizes less than 145 square inches in total area, each image calculates as (1) Color Print Meter (e.g., 8.5 x 14 in is NOT oversize (119sq. in)); (c) **Color Large:** for sheet sizes greater than or equal to 145 square inches each sheet calculates as (1) Color Print Meter and (1) Color Large Print Meter (e.g., 11 x 17 in is oversize (187 sq. in)); and (d) **Black and Color Extra Long:** for sheets with a length greater than 19.33", each image calculates as (2) Extra Long Meter and (1) Color Print Meter. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall not be subject to any abatement or offset. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may, on an annual basis, (a) increase the Base Charge and/or the Overage Rates, in an amount not to exceed 20% per annum and/or (b) where a contract is subject to flat rate pricing, shift Customer's obligation to the applicable flat rate band corresponding to Customer's usage during the previous calendar year. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer declines invoice delivery via email and/or automatic payment withdrawal, or requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

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13. **INTELLECTUAL PROPERTY.**

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools or allow others to do so. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. Company shall pass through any applicable manufacturer's warranty to Customer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice shall be effective two (2) days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to conflict of laws principles); (b) Jury Trial. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

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XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK

THIS XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK ("AMPS SOW" or "this SOW") is hereby attached to and made a part of the SSA and/or MSA ("**Agreement**") entered into by and between ComDoc, Inc. ("**Company**") and City of Fairfield ("**Customer**"), collectively the "**Parties**", to add the AMPS as further described herein. The effective date of this AMPS SOW is 05/27/2025. Except as expressly set forth herein, the Agreement's terms and conditions are incorporated herein and shall govern the provision of AMPS pursuant to this AMPS SOW.

1. **DEFINED TERMS** - Terms defined within the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly set forth otherwise below.

Company – Refers to the Company identified in the Agreement and referenced above, and operationally may include or refer to its affiliates executing Services on its behalf.

In-Scope AMPS Equipment – AMPS-Eligible Equipment installed in the Sites and managed by Company as defined by the Xerox Tools under this AMPS SOW.

Xerox® Advanced Managed Print Services (AMPS) – Services provided by Company under this XPSAS SOW on In-Scope AMPS Equipment, which include proactive meter reads, proactive Supplies requests, and proactive break/fix requests.

Xerox® Support Assistant – An app running on a Xerox ConnectKey printer that shows the user the status of AMPS Incidents, and enables the user to raise new Incidents or submit meter reads into the AMPS process.

2. **SERVICES DESCRIPTION** – AMPS provides proactive meter reads, proactive Supplies requests, and proactive break/fix requests for In-Scope AMPS Equipment.

- a. Company shall operate the Xerox's Service Desk Support during Company's normal business hours on Company's business days. Service Desk Support includes receipt of Service Calls by service provider. Service Calls may be generated from automatic alerts from In-Scope Devices (**Proactive Service Call**) or from the web portal by a Customer or Reseller or by telephone (**Reactive Service Call**).
- b. To enable Company to provide the expected proactive Services and Supplies, Customer agrees to the use of a monitoring tool (see Xerox Tools). Customer ensures the selected tool continues to run and/or connects to their network and devices. Company is available for technical support of that tool, and the operation and maintenance of any Cloud component.
- c. If the chosen device management solution is Xerox Workplace Cloud Fleet Management ('CFM'), then by agreeing to this AMPS SOW You also agree to terms as defined in the following end user licensing agreement, as well as any periodic updates thereto, relating to the use of Xerox Tools to deliver the AMPS covered in this AMPS SOW. Company and/or Xerox Corporation reserve the right to update these terms at any time.

www.xerox.com/downloads/usa/en/x/XWC-and-CFM-Terms-of-Service-and-EULA.pdf

For other solutions, Terms and Conditions will be presented in the tool User Interface itself during implementation.

3. **XEROX TOOLS** - Company may utilize one or more of the following Xerox Tools to provide AMPS:

- a. Xerox Workplace Cloud Fleet Management solution ("CFM") – software that provides device data for monitoring of supplies, break/fix and meters and allows policy-based compliance to automate print fleet security; remote setting configuration; and security, patch and password management.
- b. Xerox Device Agent ("XDA") is an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
- c. Xerox Device Manager ("XDM") - an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
- d. Xerox Device Direct ("XDD") - an application is embedded in the firmware of certain devices that allows In-Scope AMPS Equipment to automatically communicate Device Data to Xerox for monitoring purposes.

Initials

- e. Xerox Services Manager ("XSM") – a Web-based application providing Company with data enabling centralized asset tracking; device and supplies monitoring; and break/fix incident management.
- f. Xerox Report Manager ("XRM") - an application that allows standard and custom reporting from XSM.
- g. Fleet Management Portal ("FMP") - an online portal that provides program and device status and analytics.
- h. Xerox MPS Advanced Analytics ("MPS AA") - a cloud-based reporting tool that presents data in a business intelligence format

4. **TERM** - Unless otherwise stated herein or in the Agreement, the term of this AMPS SOW shall be the same as the Term of the Agreement.
5. **CHARGES** – Charges for AMPS are set forth in the signed Agreement to which this AMPS SOW is attached and are exclusive of any and all applicable Taxes.
6. **CHANGES** – To the extent that the Parties wish to add or make modifications to this AMPS SOW, all such changes will be documented in a AMPS SOW Amendment signed by both Parties.
7. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO AMPS SOW –**
 - a. **ADDITIONAL WARRANTY DISCLAIMER** – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO AMPS: EXCEPT AS STATED IN THE AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF AMPS , AND COMPANY DOES NOT WARRANT THAT AMPS WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.

If there is a conflict between the contents of the Agreement and this AMPS SOW, this SOW shall control but only with respect to the provision of AMPS.

The terms and conditions of this AMPS SOW apply only to the provision of the AMPS, and do not affect, amend, or modify any of the provision of any other Services under the Agreement.

*** Signature Page Follows ***

ComDoc, Inc.	City of Fairfield
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Sign: _____	Sign: _____
Date: _____	Date: _____

Initials

Appendix 1 - Service Desk Support Activities - Table One

Activity	Service Desk Support Xerox/XBS
Receive and log Service Call in Fleet Management Portal (FMP)	✓
Monitor Proactive Service alerts *** on network connected compliant In-Scope Devices with fault reporting capability	✓
Collect and log Call Data*	✓
Undertake basic diagnosis including web troubleshooting processes via Remote Call Assist (RCA) where the In Scope Device contains features that enable remote diagnosis and repair of problems and log activity	✓
Validate requests for consumables against entitlement, e.g., volume and order history	✓
Escalation to Level 2 Support within XSM with Call Data if RCA is unsuccessful	✓
Arrange shipment of Consumable to Customer	✓
Arrange advanced remote diagnosis with Customer upon Service Call using RCA and log activity on XSM	✓
Follow up daily on progress of Service Call (Level One Support/Level Two Support follow up on the tickets owned at that stage)	✓
Log activities on open ticket on XSM (by the Level that owns the ticket at that stage)	✓
Close ticket (by the Level that owns the ticket at that stage)	✓

* **Call Data** means Asset Tag Number (required); Serial Number (required); Customer Service Centre/Customer end user name (required); Customer Service Centre/Customer end user contact number; (required); Incident statement (required); Fault Type (required where break fix incident), Customer Service Centre/Customer end user email address; Device location; Internal reference number (if applicable); and meter reads. Call Data is Customer Data

Assumptions:

*** Advanced MPS Services, pro-active supplies and break/fix support, proper functioning of and data availability for the Xerox Tools and performance levels are dependent on active monitoring tools, such as XDA, XDM, XDD or CFM. It's the Customer's responsibility to keep such tools connected to the in-scope devices.

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**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

Ross and Woodridge Roundabout – Right of Way Acquisition and Negotiation Services

Legislation Title:

\$5,000 Ross and Woodridge Roundabout – Right of Way Acquisition and Negotiation Services
(Public Works)

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing funding for right of way services in the amount listed in the financial impact section.

Discussion:

It is necessary for City Council to authorize the funding for right of way services for the 2026 Ross and Woodridge Roundabout Improvements. These services include acquisition of easements on two properties and negotiation services.

This project is programmed in the proposed 2025-2029 CIP as 5PW25.

The roundabout project at Ross and Woodridge will include new curb, sidewalk, asphalt, stamped concrete, lighting, signage, etc. The project will be a safety improvement designed to reduce accidents and injuries at this intersection. This project is scheduled to bid in the spring of 2026 and construction will begin in summer 2026.

OPWC District 10 would be funding \$400,000 of the project. The City share would be well over 50% of this project with total construction costs of approximately \$1,000,000.

Financial Impact:

\$5,000 from the Street Fund for right of way acquisition and services through various purchase orders.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

New awning to cover pool heaters at Aquatic Center

Legislation Title:

\$8,500 Aquatic Center awning purchase and installation (Parks & Recreation)

Recommendation:

It is recommended that the City Council authorize an \$8,500 appropriation from the Capital Fund for the purchase and installation of an awning to go over the pool heaters at the Aquatic Center.

Discussion:

The Aquatic Center installed new pool heaters at the end of last year. To ensure these boilers are protected from the elements and to extend their operational lifespan, installing an awning is necessary.

The funding for this project is programmed in 2025-2029 as CIP 5RC06.

Financial Impact:

\$8,500 from the Recreational Facility Fund as CIP 5RC06.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Fence for heaters at pool

[Send a pdf of quote an email address](#)[print or download quote](#)[Send an email to Corey](#)[Click to accept](#)**Queen City
Awning**

Quality custom awnings since 1877

Queen City Awning
7225 East Kemper Rd
Cincinnati OH 45249

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513-519-6468Website
QueenCityAwning.comAquatic Center
2605 Augusta Blvd
Fairfield OH 45014Quote ID 162471-A
Date April 15, 2025
Email csullivan@QueenCityAwning.com**Proposal**[Click to select a fabric](#)

We, Queen City Awning, are pleased to quote on the following:

Furnish and install: (1) Guardian Canopy complete

The item(s) listed above will be constructed to the following specifications:

Width	Drop	Projection	Rigid Valance	Loose Valance
11'0"	4'2"	14'0"	10"	none

Fabric Ferrari 502 Satin**Frame** Welded aluminum tube, mill finish**Exclusions** Blocking required for adequate mount (if required)

Painted frames (pricing available upon request)

Permit & Engineering Stamp fees (if required)

Waterproof seal between awning frame and wall surface (caulk seal standard)

Price \$8,500

50% Deposit \$4,250

Amount Due \$4,250
upon installation[Click to add comments to accompany this quote](#)**Terms and Conditions**

Payment terms are: 50% advance payment with order, balance due upon installation

Advance payments are not refundable. If the purchaser cancels the order, purchaser agrees to pay for cost incurred in manufacturing the order. All cancellations must be in writing.

This proposal forms the entire agreement. Any changes, deletions or additions must be made and agreed to in writing by both parties.

It is the sole responsibility of the purchaser to determine the suitability of the item(s) being purchased.

All work to be completed in a professional manner according to standard practices. Any questions concerning workmanship must be reported within 10 days after completion of work or will be subject to a service charge.

Time estimates for the delivery/installation of this order are subject to change and are not considered binding. All agreements contingent upon strikes, accidents or delays beyond our control.

Storage charges will apply to orders which have not been picked up, delivered or installed within 30 days of notification.

Unless specifically noted, existing awning frames are assumed to be as-is. Any repairs, replacements or modifications necessary to install the cover will be an additional charge.

Our workers are fully covered by liability and worker's compensation insurance.

Purchaser agrees to pay all fees, including legal fees, to collect past due amounts.

WARRANTY: Queen City Awning warrants fabric, framework and installation of their awnings to be free from defects for a period of one year from date of installation. See warranty for details. For fabric warranty, see supplier's certificate.**Company Authorization**

Authorized by Corey Sullivan

Acceptance of Proposal[Click to accept this quote and place an order](#)**VALID ONLY IF ACCEPTED BY THURSDAY, MAY 15, 2025****Payment**

We accept checks, American Express, Visa, Mastercard and Discover

(A service charge of 1-1/2% per month will be charged on all past due accounts)



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

Engineering Consultant Services - If Authorized Tasks - for the Pleasant Avenue Multiuse Trail

Legislation Title:

\$53,703 Engineering Consultant for the Pleasant Avenue Multiuse Trail (Public Works)

Recommendation:

It is recommended that City Council authorize the funding in the amount shown in the Financial Impact section.

Discussion:

It is necessary for City Council to authorize funding for Choice One Engineering to perform additional if-authorized design services for the planned improvements to add an active transportation network component for the Pleasant Avenue multi-use trail. These tasks include right of way plan completion, structural design for walls/slope protection, and environmental tasks required by the federal process.

This trail will be approximately 6,800 feet of new trail on the west side of Pleasant Avenue between Hunter Road and Wessel Drive. This trail would create a path to be accessed directly by a considerable portion of the City's residential population without driving, connect a trail to the Town Center and allow for future expansion to other sections of the City.

The City received a grant from the Ohio Kentucky Indiana Regional Council of Governments for this project.

With the approved funding, this project would bid in late 2026.

The project is programmed in the current 2025-2029 CIP as 5PW28. OKI will be funding approximately \$1,738,290 of the construction cost. The engineering and right of way acquisition for this project will be 100% local funding.

This multiuse trail is supported by the City's development of Fairfield Connects, the City's active transportation plan.

\$110,000 is allocated in the current CIP under 5PW28 Pleasant Avenue Multiuse Path Right of Way Engineering and Acquisition.

Financial Impact:

\$53,703 in total funding for if-authorized tasks for the engineering contract for the Pleasant Avenue Multiuse Trail from the Active Transportation Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. AgreementAmendmentPleasantAvenue_2025-05-29

**Date**

May 29, 2025

Attention

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

Address

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

Subject

Amendment to Agreement for Professional Services
BUT-US 127-0.61, Pleasant Avenue Shared-Use Path (PID 120879)
BUT-FAI-2403

Dear Mr. Dill:

The Agreement referred to herein was executed on July 3, 2024 between the City of Fairfield, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

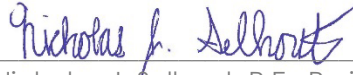
If you have any questions, please feel free to give us a call.

City of Fairfield

Authorized Signature

Date

Choice One Engineering Corporation



Nicholas J. Selhorst, P.E., Project Manager

5/29/25

Date

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

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



Scope of Services

Project Snapshot

The Scope of Services will be expanded to include the following:

1. Geotechnical Report (by Terracon)

- a. See attached scope from Terracon for the additional soil borings and geotechnical report and recommendations on this project.

2. Environmental Document (by Clune)

- a. See attached scope from Clune Consulting for the various environmental items that may be needed. Amendment is for adding "#6" to the their authorized scope.

3. Structural Design and Maintenance of Traffic (by LJB)

- a. See attached scope by LJB. Choice One intends to utilize LJB for the maintenance of traffic portion of the entirety of the plans and the structural design for the solution near Hunter Road that will avoid the existing stone wall. Amendment is for "Option 2" of their original proposal.

4. ODOT R/W Plans

- a. Prepare a set of right-of-way plans to conform to the requirements of ODOT. Fees for preparation are based on acquisition by the City of Fairfield of up to 6 takes (permanent or temporary). The set of right-of-way plans will include the following:
 - i. Legend Sheet
 - ii. Centerline Plat
 - iii. Property Map (Showing Total Tract)
 - iv. Summary of Parcels
 - v. Right-of-Way Detail Sheets (scale 1" = 20')
 - vi. ODOT Form Legal Descriptions

5. Construction Administration Services

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Attend preconstruction meeting and provide minutes to attendees.
 - ii. Administrate plan interpretation for contractor and Client during construction, as required.
 - iii. Attend meetings or visit the construction site at the request of the Client with contractor.
 - iv. Review and approve pay requests.
 - v. Process necessary change orders.
 - vi. Review site/civil shop drawings.

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey			\$14,500.00	\$14,500.00
Construction Plans			\$253,815.00	\$253,815.00
Geotechnical Report (Terracon)	\$36,750.00		\$43,969.00	\$80,719.00
Environmental Document (Clune)	\$2,390.68		\$19,435.09	\$21,825.77
Structure Design and MOT (LJB)	\$37,551.00		\$55,292.00	\$92,843.00
ODOT R/W Plans	\$28,000.00		\$0.00	\$28,000.00
Construction Administration	\$2,000.00		\$0.00	\$2,000.00
Total	\$106,691.68		\$387,011.09	\$493,702.77

Schedule

The above service will commence after receipt of the executed Agreement Amendment and will continue to meet the milestones in the current ODOT Ellis schedule.

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 06/24/2024) is between Choice One Engineering Corp ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

The supplemental scope is to provide subsurface exploration, laboratory testing, and geotechnical recommendations for two proposed retaining walls, one culvert, and subgrade for an alternative path related to the planned Pleasant Avenue shared-use path (SUP).

Based on information provided by and discussions with Choice One, we understand wall 1 will be a gravity wall located between Stations 253+75 to 257+25 with a maximum height of 5 feet. Wall 2 will either be a cantilever wall or a concrete slope protection wall between Stations 205+00 and 210+00 with a maximum height of 8 feet.

The alternate path to the SUP will require a box culvert. Dimensions of the culvert and the span were not yet available.

The supplemental scope will consist of the following:

- 1) Two (2) SPT borings drilled to a depth of 30 feet below the existing ground surface (bgs) for the culvert.
- 2) One (1) SPT boring drilled to a depth of 7.5 feet bgs for the SUP alternative path subgrade.
- 3) Four (4) SPT borings drilled to a depth of 15 feet bgs for wall 1
- 4) Four (4) SPT borings drilled to a depth of 20 feet bgs for wall 2
- 5) Clear paths to access the two borings for the culvert. Clearing will utilize an excavator to create paths to access the boring locations. All trees, brush, and other vegetation will be left on site and no removal or mulching is included in the budget.
- 6) Laboratory testing consisting of ODOT full classification testing, moisture content, sulfate, and unconfined compression
- 7) Subgrade analysis for the alternative path
- 8) Global stability analysis for each retaining wall
- 9) Update draft geotechnical report (dated 10/18/2024) to include results of the field and laboratory test programs, subgrade recommendations for the alternative path for the SUP, shallow foundation and lateral earth pressures recommendations for the culvert and retaining walls, and global stability analysis results.
- 10) Provide geotechnical profile sheets per ODOT for the retaining walls and culvert

The field and laboratory test programs will be performed in accordance with the ODOT SGE.

We request that Choice One review the attached Exploratoion Plan exhibits to confirm the location of the borings are within the footprint of the proposed structures described above.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See attached ODOT fee estimate breakdown

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **11/19/2024**

Name/Title: **S. Taylor Taluskie / Group Manager**

Address: **611 Lunken Park Dr
Cincinnati, OH 45226-1813**

Phone: **(513) 321-5816** Fax: **(513) 321-0294**

Email: **Taylor.Taluskie@terracon.com**

Client: **Choice One Engineering Corp**

By: _____ Date: _____

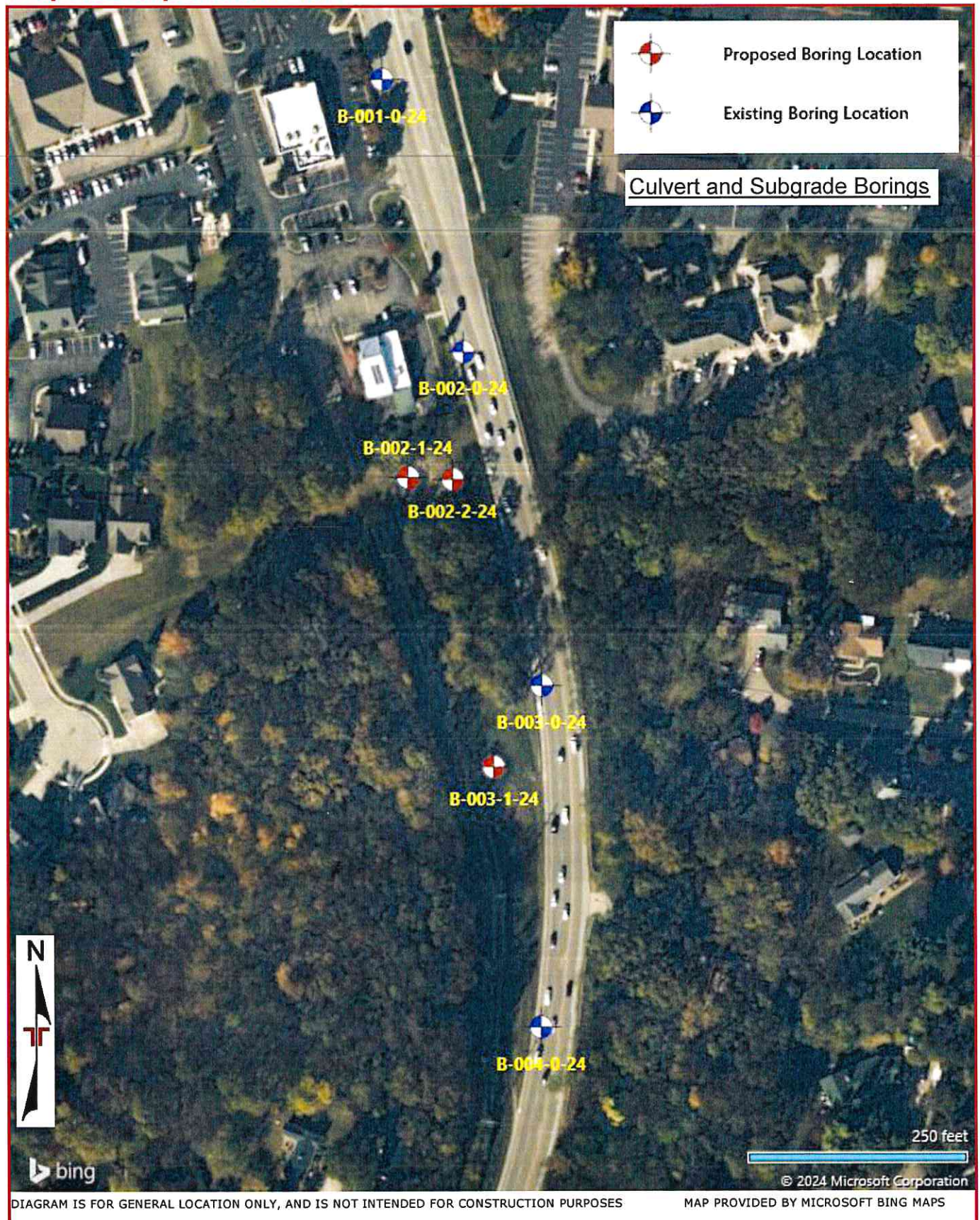
Name/Title: **Nick Selhorst / Project Manager**

Address: **203 W. Loveland Ave
Loveland, OH 45140**

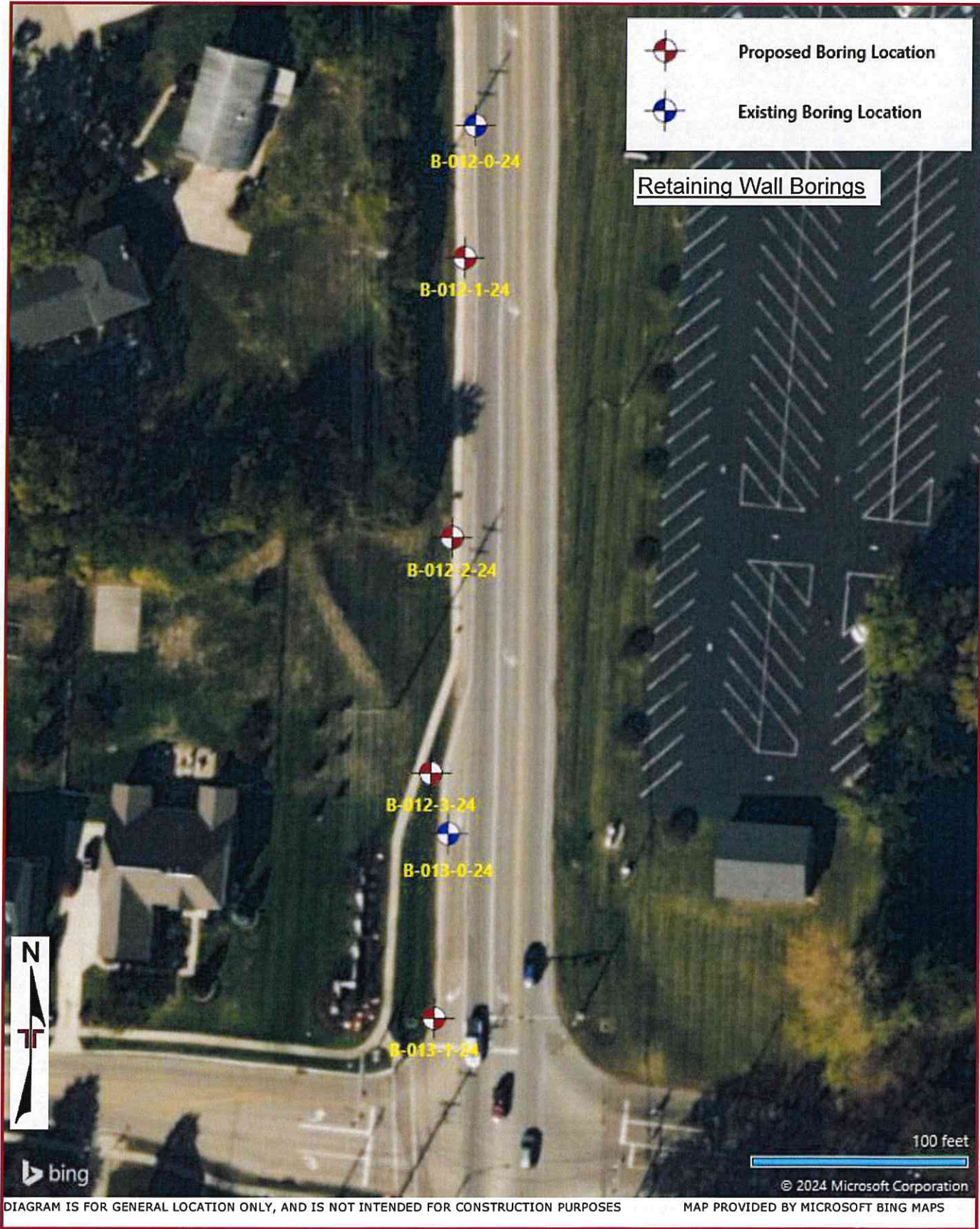
Phone: _____ Fax: _____

Email: **nns@choiceoneengineering.com**

Proposed Exploration Plan



Proposed Exploration Plan



Proposed Exploration Plan





OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

BUT-US127-0.61

120879

**Pleasant Avenue Shared-Use Path, 2 retaining walls, a culvert, and
alternate route**

Terracon Consultants, Inc.

Prepared By: **Brent Langlois, P.E.**

Date prepared: **November 19, 2024**

**Brent Langlois, P.E.
611 Lunken Park Drive
Cincinnati, OH 45226
office: (513) 321 5816
direct: (513) 612 9086
brent.langlois@terracon.com**

COST SUMMARY										
GEOTECHNICAL EXPLORATION PROPOSAL C/R/S : BUT-US127-0.61 PID NO.: 120879 CONSULTANT: Terracon Consultants, Inc. DATE: November 19, 2024 Overhead Percentage = 199.72% ODOT Statewide Percentage for Net Fee = 159.98% Net Fee Percentage = 11.00% Cost of Money = 0.85%										
Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost*
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	\$41.00	6	\$246	\$491	\$2			\$70	\$809	
Field Reconnaissance	\$37.17	12	\$446	\$891	\$4			\$128	\$1,469	
Exploration Plan	\$44.33	3	\$133	\$266	\$1	\$35	\$0	\$38	\$473	
Subtotal	\$39.29	21	\$825	\$1,648	\$7	\$35	\$0	\$236	\$2,751	8%
FIELD COORDINATION										
Field Coordination	\$40.94	16	\$655	\$1,308	\$6	\$70		\$187	\$2,226	7%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
Subtotal	\$40.94	16	\$655	\$1,308	\$6	\$70		\$187	\$2,226	
FIELD EXPLORATION	Avg. Rate									
Subtotal							\$0		\$12,945	29%
LABORATORY TESTING										
Subtotal							\$0		\$7,979	24%
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway Bridge	\$38.50	16	\$616	\$1,230	\$5	\$0		\$176	\$2,027	
Other Structures (retaining walls and culvert)	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Geohazard (describe)	\$39.85	65	\$2,590	\$5,173	\$22			\$741	\$8,526	
Stage 2 Plan Review	\$30.00	3	\$90	\$180	\$1			\$26	\$297	
Final Plan Review	\$0.00	0	\$0	\$0	\$0			\$0	\$0	
Subtotal	\$39.24	84	\$3,296	\$6,583	\$28	\$0	\$0	\$943	\$10,850	32%
GRAND TOTAL ALL PARTS	Avg. Rate									
Total	\$39.47	121	\$4,776	\$9,539	\$41	\$104	\$0	\$1,366	\$36,750	Cost per foot*
										\$161

amendment for Terracon

*Percent of total cost and cost per foot do not include sub-contracted traffic maintenance costs presented in the Proposal Field sheet

GEOTECHNICAL EXPLORATION PROPOSAL				LABOR HOURS							
C/R/S :	BUT-US127-0.61			HOURLY RATES Personnel Category Manager, P.E. Project Engineer, P.E. Staff Engineer CADD Technician Field Supervisor Technician Geologist Secretary Salary Rate \$53.00 \$40.00 \$35.00 \$35.00 \$48.00 \$30.00 \$35.00 \$30.00							
PID NO.:	120879			Terracon Consultants, Inc.							
CONSULTANT:	November 19, 2024										
DATE:											
HOURS BY PERSONNEL CATEGORY											
Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs	
RECONNAISSANCE AND PLANNING											
Office Reconnaissance	1	2	1	0	1	0	0	1	6	\$246	
Field Reconnaissance	0	0	10	0	2	0	0	0	12	\$446	
Exploration Plan	1	2	0	0	0	0	0	0	3	\$133	
Subtotal	2	4	11	0	3	0	0	1	21	\$825	
FIELD COORDINATION											
Field Coordination	1	6	4	0	4	0	0	1	16	\$655	
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0	
Subtotal	1	6	4	0	4	0	0	1	16	\$655	
GEOTECHNICAL EXPLORATION REPORT											
Subgrade and Roadway	2	5	4	4	0	0	0	1	16	\$616	
Bridge	0	0	0	0	0	0	0	0	0	\$0	
Other Structures (retaining walls and culvert)	10	27	14	14	0	0	0	0	65	\$2,590	
Geohazard (describe)	0	0	0	0	0	0	0	3	3	\$90	
Stage 2 Plan Review	0	0	0	0	0	0	0	0	0	\$0	
Final Plan Review	0	0	0	0	0	0	0	0	0	\$0	
Subtotal	12	32	18	18	0	0	0	4	84	\$3,296	
LABOR TOTAL ALL PARTS											
Total	15	42	33	18	7	0	0	6	121	\$4,776	

GEOTECHNICAL EXPLORATION PROPOSAL				FIELD EXPLORATION	
C/R/S :	BUT-US127-0.61				
PID NO.:	120879				
CONSULTANT:	Terracon Consultants, Inc.				
DATE:	November 19, 2024				
Task	Quantity	Unit	Unit Cost	Cost	Task Description
Mobilization/Demobilization	1	lump	\$2,000.00	\$2,000	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.
Subtotal				\$2,000	
Traffic Maintenance					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones
Typical Application No.	3	days	\$1,088.00	\$3,264	
Typical Application No.		days		\$0	
Railroad Traffic Control		days		\$0	
Subtotal				\$3,264	
Subsurface Exploration					Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.
Hand Sampling					Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method
Method Description		feet		\$0	
Method Description		feet		\$0	
Test Pits		each		\$0	Includes all equipment and personnel to excavate, sample, log and backfill test pit
Pavement/Bridge Deck Coring					Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.
Core Diameter		in.			
		each		\$0	
Core Diameter		in.			
		each		\$0	
Truck/ATV/Trailer Mounted Rotary Drilling					Includes all methods of rotary drilling on land, except skid rig
Number of Drill Rig Days	3	days			
Total Soil Footage (ft)	0	0 ft/day			
Total Rock Footage (ft)	0	0 ft/day			
No Sampling		feet		\$0	
5-ft SPT		feet		\$0	
2.5-ft SPT		feet		\$0	
Continuous SPT		feet		\$0	
Undisturbed Samples		each		\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		\$0	
Permanent Borehole Sealing		feet		\$0	
Skid Drilling					
Number of Drill Rig Days	3	days			
Total Soil Footage (ft)	207.5	69 ft/day			
Total Rock Footage (ft)	0	0 ft/day			
No Sampling		feet		\$0	
5-ft SPT		feet	\$22.00	\$0	
2.5-ft SPT	192.5	feet	\$26.00	\$5,005	
Continuous SPT	15	feet	\$32.00	\$480	
Undisturbed Samples		each		\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		\$0	
Permanent Borehole Sealing		feet		\$0	
Barge Drilling					
Number of Drill Rig Days		days			
Total Soil Footage (ft)	0	0 ft/day			
Total Rock Footage (ft)	0	0 ft/day			
5-ft SPT		feet		\$0	
2.5-ft SPT		feet		\$0	
Continuous SPT		feet		\$0	
Undisturbed Samples		each		\$0	Includes press, preservation, transport, and extraction, minimum 50% recovery
Rock Coring		feet		\$0	
Permanent Borehole Sealing		feet		\$0	
Barge		days		\$0	Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)
Other Exploratory Methods					CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.
Method Description		days		\$0	
Method Description		days		\$0	
In-situ Testing					Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction
Test:		days		\$0	
Test:		days		\$0	
Installation/Reading of Geotechnical Instruments					Excludes cost of drilling - present above. Includes all material and labor for installation
Open Standpipe Piezometer		feet		\$0	
Monitoring Well		feet		\$0	
Inclinometer		feet		\$0	
Misc (describe)					pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.
		each		\$0	
Instrument Readings		trips		\$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction
Subtotal				\$5,485	
Direct Costs					
Drill Crew Meals and Lodging	6	day	\$166.00	\$996	
Clearing (excavator and operator)	1	day	\$1,200.00	\$1,200	
Subtotal				\$2,196	
FIELD EXPLORATION TOTAL ALL PARTS				Total	\$12,945

GEOTECHNICAL EXPLORATION PROPOSAL LABORATORY TESTING

C/R/S : BUT-US127-0.61

PID NO.: 120879

CONSULTANT: Terracon Consultants, Inc.

DATE: November 19, 2024

Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
	AASHTO	ASTM					
Soil Testing							
Complete Classification	Multiple	Multiple	32 each		\$211	\$6,752	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
Water Content Test and Visual Description	T265	D2216	35 each		\$17	\$595	Visual Description per SGE Section 602
Particle Size Analysis - Sieve Only	T88	D422	0 each		\$91	\$0	As modified per SGE Section 603.3
Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0 each		\$120	\$0	As modified per SGE Section 603.3
Liquid Limit Test	T89	D4318	0 each		\$47	\$0	As modified per SGE Section 603.3
Plastic Limit Test	T90	D4318	0 each		\$46	\$0	As modified per SGE Section 603.3
Organic Content by Loss on Ignition	T267	D2974	0 each		\$64	\$0	
Soil Unconfined Compression Test	T208	D2166	4 each		\$96	\$384	
Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0 1 point		\$205	\$0	
Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0 3 points		\$1,094	\$0	
One-Dimensional Consolidation Test	T216	D2435	0 each		\$620	\$0	
Specific Gravity Test	T100	D854	0 each		\$81	\$0	
Direct Shear Test	T236	D3080	0 3 points		\$615	\$0	
Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	2 each		\$124	\$248	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal						\$7,979	

Rock Testing							
Uniaxial Compressive Strength of Intact Rock Specimens	NA	D7012, Method C	0 each		\$117	\$0	
Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0 each		\$258	\$0	
Determination of the Point Load Strength Index of Rock	NA	D5731	0 each		\$80	\$0	
Elastic Moduli of Intact Rock Specimens in Uniaxial Compression	NA	D7012, Method D	0 each		\$295	\$0	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal						\$0	

Total						\$7,979	
LABORATORY TESTING TOTAL ALL PARTS							

GEOTECHNICAL EXPLORATION PROPOSAL**DIRECT COSTS**C/R/S : **BUT-US127-0.61**PID NO.: **120879**CONSULTANT: **Terracon Consultants, Inc.**DATE: **November 19, 2024**

Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
Mileage (field marking,recons)	60	mile	\$0.58	\$34.80
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$34.80
FIELD COORDINATION				
Field Coordination				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	120	mile	\$0.58	\$69.60
Permits	0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
Railroad Permits	0	each	\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$69.60
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.58	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
Subtotal				\$69.60
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
DIRECT COSTS TOTAL ALL PARTS			Total	\$104.40



May 16, 2024

Nick Selhorst, P.E. Project Manager
Choice One Engineering
440 E. Hoewisher Road
Sidney, Ohio 45365

Re: Scope and Fee Proposal
BUT-US 127-0.61 Pleasant Ave, PID 120879

Mr. Selhorst:

Clune Consulting Services (CCS) is providing a proposal to prepare environmental studies for the proposed multiuse path project in the City of Fairfield, Butler County, Ohio.

Thank you for this opportunity to serve Choice One Engineering, the City of Fairfield, and ODOT District 8. Please feel free to contact me at (419) 305-0144 or via email at Nicole@CluneConsult.com to discuss or request additional information.

Sincerely,

A handwritten signature in black ink that reads 'Nicole A. Clune, P.E.'.

Nicole A. Clune, P.E.
Owner/Principal

Attachments: Scope & Fee Proposal

SCOPE & FEE PROPOSAL: BUT-US 127-0.61 PLEASANT AVE, PID 120879

PROPOSAL COST SUMMARY

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL
AND LABOR RATES FOR
BUT-US 127-0.61 Pleasant Ave, PID 120879

Proposal Date: 5/16/2024

CONSULTANT: Clune Consulting Services, LLC
PROJECT DESCRIPTION: Conduct environmental studies for the proposed multi-use path project in the City of Fairfield, Butler County, Ohio.

Average Overhead Rate = 157.79% (Net Fee Calc.)
Overhead Percentage = 129.26%
Net Fee Percentage = 11.00%
Cost of Money = 0.00%

item 6 was needed so amendment for Clune is \$2,390.67

	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Environmental Activities									
Environmental Studies and Document									
1. C2 Environmental Document	\$45.50	32	\$1,456.00	\$1,882.03	\$0.00	\$0.00	\$0.00	\$412.88	\$3,750.90
2. Level 1 Ecological Survey Report	\$33.67	60	\$2,020.00	\$2,611.05	\$0.00	\$679.72	\$0.00	\$572.81	\$5,883.58
3. Regulated Materials Review Screening	\$41.44	33	\$1,367.50	\$1,767.63	\$0.00	\$0.00	\$0.00	\$387.78	\$3,522.91
4. Public Involvement	\$46.36	14	\$649.00	\$838.90	\$0.00	\$386.00	\$0.00	\$184.04	\$2,057.93
5. Public Meeting - if authorized	\$56.17	60	\$3,370.00	\$4,356.06	\$0.00	\$1,584.30	\$0.00	\$955.63	\$10,265.99
6. Waterway Permit Determination Request - if authorized	\$46.40	20	\$928.00	\$1,199.53	\$0.00	\$0.00	\$0.00	\$263.15	\$2,390.68
7. 404 Pre-construction Notification- if authorized	\$55.66	38	\$2,115.00	\$2,733.85	\$0.00	\$0.00	\$0.00	\$599.75	\$5,448.60
8. Phase I History/Architecture Report - if authorized	\$75.50	2	\$151.00	\$195.18	\$0.00	\$0.00	\$7,171.00	\$42.82	\$7,560.00
Environmental Studies and Document Subtotal	\$46.55	259	\$12,056.50	\$15,584.23	\$0.00	\$2,650.02	\$7,171.00	\$3,418.85	\$40,880.60
Project Management Activities									
General Oversight	\$68.25	24	\$1,638.00	\$2,117.28	\$0.00	\$0.00	\$0.00	\$464.49	\$4,219.76
Project Management Activities Subtotal	\$68.25	24	\$1,638.00	\$2,117.28	\$0.00	\$0.00	\$0.00	\$464.49	\$4,219.76
(AVG.)									
Subtotal Authorized Items	\$43.75	163	\$7,130.50	\$9,216.88	\$0.00	\$1,065.72	\$0.00	\$2,021.99	\$19,435.09
Subtotal If Authorized Items	\$54.70	120	\$6,564.00	\$8,484.63	\$0.00	\$1,584.30	\$7,171.00	\$1,861.35	\$25,665.27
TOTAL	\$48.39	283	\$13,694.50	\$17,701.51	\$0.00	\$2,650.02	\$7,171.00	\$3,883.34	\$45,100.37

base fee

PROJECT NARRATIVE

Project Understanding

The City of Fairfield, in partnership with the Ohio Department of Transportation, is proposing a multi-use path project along U.S. 127 (Pleasant Avenue) in the City of Fairfield, Butler County, Ohio. The 8-11' proposed path will be constructed on the west side of Pleasant Avenue between Hunter Road and Wessel Drive as part of the Fairfield Connects Connectivity Master Plan. Permanent and temporary right-of-way will be required to complete this work. Construction is scheduled to begin in March 2027 and be completed by November 2027.

Based upon discussions with Choice One Engineering and ODOT District 8, the following tasks will be performed for the project.

Task 1: C2 Environmental Document

Task 2: Level 1 Ecological Survey Report (ESR)

Task 3: Regulated Material Review (RMR) Screening

Task 4: Public Involvement

Task 5: Public Meeting - If Authorized

Task 6: Waterway Permit Determination Request (PDR) - If Authorized

Task 7: Section 404 Pre-Construction Notification – If Authorized

Task 8: Phase I History/Architecture Report – If Authorized

Task 1: C2 Environmental Document

CCS will prepare a Level C2 Environmental Document for this project. All draft technical reports and related project information will be submitted electronically to the ODOT EnviroNet for review.

The CE preparation includes the following tasks:

- Project description
- Farmland Screening
- Literature search for Section 4(f)/6(f) properties
- FEMA Floodplain (FIRM) Mapping
- Environmental Justice documentation including census mapping (utilizing the current ODOT Environmental Justice Guidance)
- Literature search for Drinking Water Resources and associated plan notes

Assumptions:

- ODOT will complete any other studies not listed in this scope of work, including the Section 106 Scoping Request Form.

Task 2: Level 1 Ecological Survey Report (ESR)

CCS will conduct the necessary ecological investigations for completion of a Level 1 ESR, per the most recent ODOT Ecological Manual and all pertinent technical guidance documents. The ESR will be prepared utilizing the ODOT online Level 1 Ecological Survey Report form on EnviroNet, including all recommended mapping, plan sheets, data forms and worksheets.

Based on desktop review of potential resources and documentation provided by ODOT, CCS estimates the level of effort as a medium-level Ecological Survey Report, per the ODOT Consultant Fee Estimation Guidance. It is assumed the field survey can be completed in one day. CCS has included 10 hours for two field staff to drive to and from the site.

CCS will upload the GPS files of ecological resources to EnviroNet and email them to COE for the purpose of including these resources in plan sheets and ODOT's database.

Assumptions:

- Streams within the survey area will not require mussel reconnaissance/mussel surveys.
- COE will provide a digital shapefile of the worst-case construction limits prior to ecological field work, which CCS will use as a draft study area. The draft study area will be submitted to ODOT District 8 for approval prior to field work.
- CCS will calculate impacts to resources based on the work limits in the Stage 1 plans (expected 10/01/24).
- If no ecological resources are identified within the project area, CCS will complete an Ecological Exempt Form in EnviroNet in place of the Level 1 ESR.

Task 3: Regulated Materials Review (RMR) Screening

CCS will conduct an RMR Screening in accordance with the most recent ODOT RMR Manual. The RMR screening will include investigations of various sources and evaluations of properties within the project limits to assess project risks. Investigations can include review of mapping from USGS, current and historic aerial photographs, roadway maps, and the RMR Analysis Viewer.

Assumptions:

- CCS estimates a low level of effort per the ODOT Consultant Fee Estimation Guidance; with one (1) property in need of a Regulatory File Review, adding 8 hours per property.
- Deep excavation and permanent right-of-way may be needed for the project. If the locations of deep excavation and permanent right-of-way takes (including total takes) are known, the Designer will provide that information for inclusion in the report.

Task 4: Public Involvement

Under the direction of ODOT District 8 and in accordance with the most recent ODOT Public Involvement Manual and Public Involvement Toolbox, public involvement activities for the project will include Property Owner Notification Letters (PONLs), Project Notification Letters (PNLs), and a press release.

Property Owner Notification Letters

As necessary for preliminary field studies, CCS will prepare PONLs, also serving as right-of-entry letters, for property owners within the project area. The PONLs will discuss the proposed field work and potential project impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Project Notification Letters

CCS will prepare PNLS that will be distributed to local schools, public services, and EMS providers. The PNLS will discuss the proposed project and potential impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Press Release

CCS will prepare a Press Release, which will discuss the proposed project and potential impacts. The Press Release will be submitted to the City of Fairfield and subsequently ODOT District 8 for review. The city will be responsible for publishing the Press Release.

Assumptions:

- City of Fairfield staff will be listed as the point of contact on all Public Involvement materials and will provide branding for the materials.
- The City of Fairfield will be responsible for collecting and sending the responses to public comments.
- The City of Fairfield will provide all public comments and responses to comments for CCS to include as part of the C2 Environmental Document.

Task 5: Public Meeting – If authorized

If authorized, CCS will prepare materials for an in person public meeting, (open house format). The public meeting and materials will be prepared under the direction of the City of Fairfield, ODOT District 8, and in accordance with the current ODOT Public Involvement Manual and Public Involvement Toolbox.

Public Meeting Notifications

CCS will prepare the following materials to notify the public of the in-person and virtual open houses:

- Letter invitations and mailing list: for nearby property owners and stakeholders.
- Press Release: to be distributed by the City of Fairfield. CCS will prepare the draft news release.

CCS will submit all materials for the City of Fairfield / ODOT reviews and approvals. CCS will be responsible for mailing the invitations.

Public Meeting

CCS will prepare materials for one (1) in-person public meeting with an open house format (no presentation will be included).

- In-Person Public Meeting Preparations:
 - Meeting Handout (100 printed)
 - Comment Sheet (100 printed)
 - Sign-in sheets (5 printed)
 - Public notifications (see above)
- Attendance by 2 CCS personnel. *Eight (8) hours have been added for drive time to and from the meeting location.*

- After the public comment period has ended, CCS will compile all comments received in a Public Comment and Response Matrix. Responses to public comments will be drafted by COE/ City of Fairfield. The City of Fairfield will send CCS all submitted public comments to include in the Public Comment and Response Matrix and will be responsible for preparing and mailing responses to public comments.

Assumptions:

- COE will provide exhibits for the in-person public meeting.
- City of Fairfield staff will be listed as the point of contact on all Public Involvement materials and will provide branding for all public involvement materials.
- The City of Fairfield will maintain a Project Website that will serve as another avenue for public comment submittals.
- City of Fairfield staff will organize the venue for the in-person public meeting; associated rental costs are not included in this proposal.
- The City of Fairfield will be responsible for collecting and sending the responses to public comments.
- The City of Fairfield will provide all public comments and responses to comments for CCS to include as part of the C2 Environmental Document.
- The summary of public involvement activities will be documented by CCS via the PI Tab in the ODOT EnviroNet. A separate Public Engagement Summary will not be prepared.

Task 6: Waterway Permit Determination Request (PDR) – If Authorized

The purpose of the PDR is to request the ODOT-Office of Environmental Services (OES) Waterway Permits Unit to review proposed waterway impacts, determine the appropriate permitting and mitigation approach for the project, and apply a waterway permit when applicable.

If authorized, CCS will prepare the PDR form by following the current ODOT Waterway Permits Manual. Aquatic resources will be listed and impacts (including temporary and permanent fill types and quantities for each resource) will be calculated.

Assumptions:

- Worst case impacts will be calculated based on Stage 2 design plans.
- The Ordinary High Water Mark (OHWM) elevation of all streams that will be impacted will be provided by COE or the survey consultant.
- The PDR will address impacts to no more than 5 resources.
- The project is Local-Let and therefore does not require completion of a TAF Checklist.

Task 7: Section 404 Pre-Construction Notification- If Authorized

If authorized, CCS will prepare a Section 404 Pre-Construction Notification (PCN) application for the proposed project in accordance with the current ODOT Waterway Permit Manual. CCS will utilize the Permit Determination Request, project plans and the OES Permit Determination to prepare the necessary permit application. CCS will prepare the PCN utilizing USACE ENG Form 6082 for Nationwide Permit Pre-Construction Notifications. CCS will confirm whether to submit the application directly to the USACE or submit it to ODOT (via EnviroNet) for coordination.

Assumptions:

- The fee does not include hours for mitigation design.
- This proposal does not include coordination or application for individual permits.
- The PCN will address impacts to no more than 5 resources.
- The project will not include an on-site mitigation plan or conceptual and final mitigation plan.
- No more than two (2) revisions will be needed.
- No travel is included.

Task 8: Phase I History/Architecture Survey – if authorized

CCS has assigned this task to Lawhon & Associates. Please see their proposal in Appendix B, which describes the proposed work.

Project Management Activities: General Oversight

CCS has included project management time for general oversight, project set up and non-routine items not included in other scoped tasks.

LISTING OF SUBCONSULTANTS

<u>Subconsultant</u>	<u>Work Category</u>	<u>Total Proposed Amount</u>
Lawhon & Associates, Inc.	Environmental	\$7,171.00
Total Subconsultant Amount:		\$7,171.00

PROJECT SCHEDULE

Following is a suggested schedule for the submittal of the proposed tasks based on the Environmental Document Approval Date outlined in ELLIS:

ATP.....	June 2024
Public Involvement (PONLs).....	Three Weeks Prior to Field Work
Ecological Field Work	Summer/Fall 2024
Public Involvement (PNLs & Press Release)	October 10, 2024
Regulated Materials Review Screening	November 1, 2024
Level 1 Ecological Survey Report Submittal.....	December 31, 2024
C2 Environmental Document.....	July, 1, 2025

Dates may change if unexpected delays occur during project coordination, development of project plan sheets, right-of-way information and/or survey data availability, authorization or due to inclement weather/stream conditions.



BUT-US127-0.61 Pleasant Avenue PID No. 120879

CITY OF FAIRFIELD
MAY 20, 2024



Prepared by:
Brant Gressel, P.E.
bgressel@LJBinc.com
(937) 259-5110

May 20, 2024

Nick Selhorst, P.E.
440 E Hoewisher Road
Sidney, OH 45365

Re: Cost Proposal for BUT-US127-0.61 Pleasant Avenue, PID No. 120879

Thank you for the opportunity to submit the fee proposal for structural engineering and maintenance of traffic services on the BUT-US127-0.61 Pleasant Avenue project. Our understanding of the scope of services is based upon our phone call with you on May 10, 2024 and the April 8, 2024 RFQ.

Included with this proposal is the following information:

- Proposal Cost Summary
- Proposed Overhead and Cost of Money Rates
- Project Schedule
- Appendix A – Scope of Services Documents (blue divider)

If you have any questions or require additional information, please contact me at (937) 259-5110 & BGressel@LJBinc.com.

We look forward to working with you to achieve successful completion of this project.

Sincerely,

LJB Inc.



Brant Gressel, P.E.
Project Manager/Civil Engineer



Cindy Yerkey, PE, RSP2I
Transportation Operations Leader



STRUCTURAL



FALL PROTECTION
SAFETY



TRANSPORTATION



SITE DESIGN



SURVEY



WATER
RESOURCES



TECHNOLOGY
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Proposal Cost Summary (Alternative 1)

C-R-S		BUT-US127-0.61 Pleasant Ave		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	120879											
Proposal Date	5/20/2024											
				No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net
						Hours	Costs	Costs	Money	Costs	Costs	Fee
												Cost
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)					\$56.26	14	\$788	\$1,374	\$14	\$0	\$0	\$222
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls					\$63.39	8	\$507	\$884	\$9	\$0	\$0	\$143
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)					\$57.85	96	\$5,553	\$9,686	\$96	\$0	\$0	\$1,568
2.5.E - Retaining wall justification					\$57.85	48	\$2,777	\$4,843	\$48	\$0	\$0	\$784
TOTAL 2.5 - AER Submittal and Other Studies						144	\$8,330	\$14,529	\$143	\$0	\$0	\$2,352
2.7 - Stage 1 Design												
2.7.E - Retaining Wall Plans				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.F - Structures - Design Report				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.F.A - Bridge Design Report				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.F.B - Final Structure Site Plan				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.J - Maintenance of Traffic												
2.7.J.C - Conceptual MOT Revision					\$56.06	10	\$561	\$978	\$10	\$0	\$0	\$158
TOTAL 2.7 - Stage 1 Design						10	\$561	\$978	\$10	\$0	\$0	\$158
2.8 - Project Management for Preliminary Engineering Phase												
2.8.B - General Oversight					\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361
TOTAL 2.8 - Project Management for Preliminary Engineering Phase						16	\$1,280	\$2,233	\$22	\$0	\$0	\$361
Total - 2 Preliminary Engineering Phase						192	\$11,465	\$19,998	\$197	\$0	\$0	\$3,237
3 - Environmental Engineering Phase												
3.3 - Stage2												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes					\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92
3.3.E.D - Temporary Signing Details												
3.3.E.E - MOT Typical Sections					\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92
3.3.E.F - MOT Plan Sheets					\$53.74	80	\$4,299	\$7,499	\$74	\$0	\$0	\$1,214
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.IA Bridge Plans				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.IB Structure Rating				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.3 - Stage2						92	\$4,953	\$8,640	\$85	\$0	\$0	\$1,399
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.B - Structures Costs				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone						0	\$0	\$0	\$0	\$0	\$0	\$0
3.9 - Project Management for Environmental Engineering Phase												
3.9.B - General Oversight					\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361
TOTAL 3.9 - Project Management for Environmental Engineering Phase						16	\$1,280	\$2,233	\$22	\$0	\$0	\$361
Total - 3 Environmental Engineering Phase						108	\$6,233	\$10,872	\$107	\$0	\$0	\$1,760
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.E - Maintenance of Traffic Subsummary					\$58.39	8	\$467	\$815	\$8	\$0	\$0	\$132
4.2.A.J - Retaining Wall Subsummary				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.A.N - Bridge Estimated Quantities Sheet				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.A.O - Reinforcing Steel Schedule				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
4.2.A.S - Bridge General Notes				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.C - Structures Costs				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone						0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS					\$0.00	308	\$18,166	\$31,685	\$312	\$0	\$0	\$5,129
IF-AUTHORIZED TASKS:												
Alternative 1												
2.7.E - Retaining Wall Plans				#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0
3.8.B - Structures Costs					\$50.64	30	\$1,519	\$2,650	\$26	\$0	\$0	\$429
4.3.C - Structures Costs					\$49.09	10	\$491	\$856	\$8	\$0	\$0	\$139
					\$46.77	4	\$187	\$326	\$3	\$0	\$0	\$53
TOTAL IF-AUTHORIZED PARTS						40	\$2,010	\$3,506	\$35	\$0	\$0	\$568
GRAND TOTAL						348	\$20,176	\$35,191	\$347	\$0	\$0	\$5,697

Proposal Cost Summary (Alternative 2)

C-R-S		BUT-US127-0.61 Pleasant Ave		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	120879											
Proposal Date	5/20/2024											
		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)			\$56.26	14	\$788	\$1,374	\$14	\$0	\$0	\$222	\$2,398	
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls			\$63.39	8	\$507	\$884	\$9	\$0	\$0	\$143	\$1,543	
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)			\$57.85	96	\$5,553	\$9,686	\$96	\$0	\$0	\$1,568	\$16,903	
2.5.E - Retaining wall justification			\$57.85	48	\$2,777	\$4,843	\$48	\$0	\$0	\$784	\$8,451	
TOTAL 2.5 - AER Submittal and Other Studies				144	\$8,330	\$14,529	\$143	\$0	\$0	\$2,352	\$25,354	
2.7 - Stage 1 Design												
2.7.E - Retaining Wall Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.F - Structures - Design Report												
2.7.F.A - Bridge Design Report			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.F.B - Final Structure Site Plan			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.7.J - Maintenance of Traffic												
2.7.J.C - Conceptual MOT Revision			\$56.06	10	\$561	\$978	\$10	\$0	\$0	\$158	\$1,706	
TOTAL 2.7 - Stage 1 Design				10	\$561	\$978	\$10	\$0	\$0	\$158	\$1,706	
2.8 - Project Management for Preliminary Engineering Phase												
2.8.B - General Oversight			\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase				16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
Total - 2 Preliminary Engineering Phase				192	\$11,465	\$19,998	\$197	\$0	\$0	\$3,237	\$34,898	
3 - Environmental Engineering Phase												
3.3 - Stage 2												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes			\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92	\$996	
3.3.E.D - Temporary Signing Details												
3.3.E.E - MOT Typical Sections			\$54.51	6	\$327	\$570	\$6	\$0	\$0	\$92	\$996	
3.3.E.F - MOT Plan Sheets			\$53.74	80	\$4,299	\$7,499	\$74	\$0	\$0	\$1,214	\$13,085	
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.I.A Bridge Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.3.I.B Structure Rating			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.3 - Stage 2				92	\$4,953	\$8,640	\$85	\$0	\$0	\$1,399	\$15,077	
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.B - Structures Costs			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.9 - Project Management for Environmental Engineering Phase												
3.9.B - General Oversight			\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
TOTAL 3.9 - Project Management for Environmental Engineering Phase				16	\$1,280	\$2,233	\$22	\$0	\$0	\$361	\$3,896	
Total - 3 Environmental Engineering Phase				108	\$6,233	\$10,872	\$107	\$0	\$0	\$1,760	\$18,973	
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.E - Maintenance of Traffic Subsummary			\$58.39	8	\$467	\$815	\$8	\$0	\$0	\$132	\$1,422	
4.2.A.J - Retaining Wall Subsummary			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.N - Bridge Estimated Quantities Sheet			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.O - Reinforcing Steel Schedule			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2.A.S - Bridge General Notes			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.C - Structures Costs			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone				0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL AUTHORIZED PARTS			\$0.00	308	\$18,166	\$31,685	\$312	\$0	\$0	\$5,129	\$55,292	
IF-AUTHORIZED TASKS:												
Alternative 2												
2.7.E - Retaining Wall Plans			\$53.74	200	\$10,748	\$18,746	\$185	\$0	\$0	\$3,035	\$3,130	
3.8.B - Structures Costs			\$51.42	20	\$1,028	\$1,794	\$18	\$0	\$0	\$290	\$569	
4.2.A.J - Retaining Wall Subsummary			\$46.77	4	\$187	\$326	\$3	\$0	\$0	\$53	\$1,139	
4.3.C - Structures Costs			\$46.77	8	\$374	\$653	\$6	\$0	\$0	\$106	\$1,139	
TOTAL IF-AUTHORIZED PARTS				220	\$11,776	\$20,540	\$203	\$0	\$0	\$3,325	\$35,844	
GRAND TOTAL				528	\$29,942	\$52,224	\$515	\$0	\$0	\$8,454	\$91,135	

Grand total = \$92,843

amendment adds \$37,551 to LJB fee

Proposal Cost Summary (Alternative 3)

C-R-S		BUT-US127-0.61 Pleasant Ave		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	120879											
Proposal Date	5/20/2024											
				No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net
						Hours	Costs	Costs	Money	Costs	Costs	Fee
												Cost
Task Description												
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3.F - Maintenance of Traffic												
2.3.F.C - Conceptual MOT Plan (Without MOTAA)						\$56.26	14	\$788	\$1,374	\$14	\$0	\$222
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls						\$63.39	8	\$507	\$884	\$9	\$0	\$143
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)						\$57.85	96	\$5,553	\$9,686	\$96	\$0	\$1,568
2.5.E - Retaining wall justification						\$57.85	48	\$2,777	\$4,843	\$48	\$0	\$784
TOTAL 2.5 - AER Submittal and Other Studies							144	\$8,330	\$14,529	\$143	\$0	\$2,352
2.7 - Stage 1 Design												
2.7.E - Retaining Wall Plans						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.F - Structures - Design Report						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.F.A - Bridge Design Report						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.F.B - Final Structure Site Plan						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
2.7.J - Maintenance of Traffic												
2.7.J.C - Conceptual MOT Revision						\$56.06	10	\$561	\$978	\$10	\$0	\$158
TOTAL 2.7 - Stage 1 Design							10	\$561	\$978	\$10	\$0	\$158
2.8 - Project Management for Preliminary Engineering Phase												
2.8.B - General Oversight						\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$361
TOTAL 2.8 - Project Management for Preliminary Engineering Phase							16	\$1,280	\$2,233	\$22	\$0	\$361
Total - 2 Preliminary Engineering Phase							192	\$11,465	\$19,998	\$197	\$0	\$3,237
3 - Environmental Engineering Phase												
3.3 - Stage 2												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes						\$54.51	6	\$327	\$570	\$6	\$0	\$92
3.3.E.D - Temporary Signing Details												
3.3.E.E - MOT Typical Sections						\$54.51	6	\$327	\$570	\$6	\$0	\$92
3.3.E.F - MOT Plan Sheets						\$53.74	80	\$4,299	\$7,499	\$74	\$0	\$1,214
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.I.A Bridge Plans						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
3.3.I.B Structure Rating						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.3 - Stage 2							92	\$4,953	\$8,640	\$85	\$0	\$1,399
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.B - Structures Costs						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone							0	\$0	\$0	\$0	\$0	\$0
3.9 - Project Management for Environmental Engineering Phase												
3.9.B - General Oversight						\$80.00	16	\$1,280	\$2,233	\$22	\$0	\$361
TOTAL 3.9 - Project Management for Environmental Engineering Phase							16	\$1,280	\$2,233	\$22	\$0	\$361
Total - 3 Environmental Engineering Phase							108	\$6,233	\$10,872	\$107	\$0	\$1,760
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.E - Maintenance of Traffic Subsummary						\$58.39	8	\$467	\$815	\$8	\$0	\$132
4.2.A.J - Retaining Wall Subsummary						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.2.A.N - Bridge Estimated Quantities Sheet						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.2.A.O - Reinforcing Steel Schedule						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.2.A.S - Bridge General Notes						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.C - Structures Costs						#DIV/0!	0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone							0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS						\$0.00	308	\$18,166	\$31,685	\$312	\$0	\$5,129
IF-AUTHORIZED TASKS:												
Alternative 3												
2.7.E - Retaining Wall Plans						\$54.51	60	\$3,271	\$5,705	\$56	\$0	\$924
2.7.F.A - Bridge Design Report						\$50.09	70	\$3,506	\$6,116	\$60	\$0	\$990
2.7.F.B - Final Structure Site Plan						\$50.64	24	\$1,215	\$2,120	\$21	\$0	\$343
3.3.I.A Bridge Plans						\$52.08	350	\$18,228	\$31,793	\$314	\$0	\$5,147
3.8.B - Structures Costs						\$51.42	40	\$2,057	\$3,587	\$35	\$0	\$581
4.2.A.J - Retaining Wall Subsummary						\$46.77	4	\$187	\$326	\$3	\$0	\$53
4.2.A.N - Bridge Estimated Quantities Sheet						\$46.77	16	\$748	\$1,305	\$13	\$0	\$211
4.2.A.O - Reinforcing Steel Schedule						\$52.58	32	\$1,682	\$2,935	\$29	\$0	\$475
4.2.A.S - Bridge General Notes						\$46.77	8	\$374	\$653	\$6	\$0	\$106
4.3.C - Structures Costs						\$46.77	16	\$748	\$1,305	\$13	\$0	\$211
TOTAL IF-AUTHORIZED PARTS							544	\$28,277	\$49,321	\$486	\$0	\$7,984
GRAND TOTAL							852	\$46,443	\$81,005	\$799	\$0	\$13,113

Proposed Overhead and Cost of Money Rates

 OHIO DEPARTMENT OF TRANSPORTATION	CONSULTANT INDIRECT COST RATE APPROVAL CERTIFICATE NO.: 07202023-SPG-01				
Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.					
Company Name:	LJB INC				
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2022				
Effective Date (Approval Date):	07/20/2023				
APPROVAL TYPE: This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.					
CONCLUSION: The following rates were accepted as submitted: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Corporate Indirect Cost Rate:</td> <td style="width: 50%;">174.42%</td> </tr> <tr> <td>Facilities Capital Cost of Money Rate:</td> <td>1.72%</td> </tr> </table>		Corporate Indirect Cost Rate:	174.42%	Facilities Capital Cost of Money Rate:	1.72%
Corporate Indirect Cost Rate:	174.42%				
Facilities Capital Cost of Money Rate:	1.72%				
OVERTIME PREMIUM: Based on the information submitted by your company: ☐ All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts. ☒ Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool. ☐ Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied. ☐ Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs.					
NOTE: The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system. The submittal is due no later than <u>six months</u> after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant. Failure to submit timely may result in the loss of your ODOT prequalification.					
Approved by: Scot P. Gormley Scot P. Gormley ADMINISTRATOR ODOT OFFICE OF EXTERNAL AUDITS (OEA) 1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223 Phone: 614.644.0384 Cell/Text: 614.949.8981 Transportation.Ohio.gov  OHIO DEPARTMENT OF TRANSPORTATION					

Project Schedule

The following schedule is based on a June 7, 2024 authorization to proceed.

STAGE REVIEW SUBMITTALS	SCHEDULED SUBMITTAL	REVIEW TIME
Feasibility Study Submitted	08/01/2024	30 days
Stage 1 Submittal	10/01/2024	30 days
Stage 2 Submittal	11/01/2024	30 days
Stage 3 Submittal	11/03/2025	30 days
Final Tracings Submitted	03/02/2026	

Note: Feasibility Study is considered submission of preliminary cross sections and path alignment for the City and ODOT's review and discussion, in lieu of a formal feasibility study

Appendix A – Scope of Services

Project Narrative

Project name: BUT-US127-0.61 Pleasant Avenue, PID 120879

Client name: City of Fairfield

Date: May 20, 2024

LJB Inc. has developed a detailed scope of services including project understanding, deliverables, exclusions, assumptions and project constraints. This document is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process, if required.

Project Scope of Services

Our understanding of the scope of services is based upon our phone call with Nick Selhort on May 10, 2024 and the April 8, 2024 RFQ. The intent of LJB's scope of services is to perform structural engineering and maintenance of traffic services for Choice One Engineering.

This proposal includes tasks through the Final Engineering phase of the ODOT Project Development Process for structural engineering and maintenance of traffic design and construction plan preparation.

Structural and Traffic Engineering

Feasibility Study/Preliminary Concept Evaluation

This submittal includes preliminary cross sections and path alignment for the City and ODOT's review and discussion, in lieu of a formal feasibility study. The structural options will be evaluated along with the cross sections and alignment. The results of this study will be a preferred alternative that will be further developed in the Stage 1 plans.

- 2.3.F.C – Conceptual MOT Plan (Without MOTAA) – Alternative maintenance of traffic schemes will be analysed with each structural alternative considered. A broader maintenance of traffic scheme, outside of structure limits, will be identified. Critical intersections and narrow parts of the project corridor will also be examined for potential MOT constraints. Typical sections will be created for various sections along Pleasant Avenue/US-127.
- 2.3.H.C - Determine potential locations for retaining walls – Review grading, preliminary profile, and structural needs to develop the feasible structural solutions along the corridor and the potential locations and limits of retaining walls.
- 2.5.D.A - Bridge Structure Type Study (break out each bridge separately) – Evaluate the elevated walkway/bridge solutions with respect to preliminary designs, costs, constructability, and MOT. Structure narrative and cost estimates will be provided. Schematic information for plan sheets will be coordinated with Choice One, but formal plan sheets are not anticipated.
- 2.5.E - Retaining wall justification – Evaluate the retaining wall design options and refine the wall length and heights. Develop preliminary designs, costs, constructability review and MOT impacts. This task will also include review of geotechnical information and any structural slope evaluations. Retaining wall narrative and cost estimates will be provided. Schematic information for plan sheets will be coordinated with Choice One, but formal plan sheets are not anticipated.

Detailed Design and Plan Development in Stages 1, 2, and 3

For the Stage 1 and Stage 2 plans, the preferred alternative will be known and the plan development can continue along one of the three options presented below. Each of these options is included in this proposal as a “If Authorized” tasks, such that only the appropriate tasks can be authorized for plan development. Maintenance of traffic and project management tasks are considered to be similar enough between all three alternatives and will be included in the base fee, regardless of which alternative is picked for detailed design.

Maintenance of Traffic

- 2.7.J.C – Conceptual MOT Revision (Stage 1) – Based on the preferred alternative selected for detailed design, a revised maintenance of traffic scheme will be identified for the given alternative. Typical sections will be revised.
- 3.3.E.A – MOT General Notes (Stage 2) – One (1) MOT notes sheet is anticipated.
- 3.3.E.E – MOT Typical Sections (Stage 2) – Two (2) typical sections to be placed within MOT plan sheets are anticipated.
- 3.3.E.F – MOT Plan Sheets (Stage 2) – Fourteen (14) MOT plan sheets at 20 scale are anticipated. Critical areas, such as near wall/structure construction and intersections, will be shown in greater detail than other areas along the corridor.
- 4.2.A.E – Maintenance of Traffic Subsummary (Stage 3) – One (1) subsummary is anticipated.

Project Management

- 2.8.B – General Oversight (Stage 1) – LJB will execute its Project Management Plan for the Preliminary Engineering Phase and Plan Preparation phase of the PDP. LJB's project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for Stage 1. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The phase duration is anticipated at four (4) months.
- 3.9.B – General Oversight (Stage 2) – LJB will execute its Project Management Plan for the Environmental Engineering Phase and Plan Preparation phase of the PDP. LJB's project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for Stage 1. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The phase duration is anticipated at five (5) months.

(IF AUTHORIZED) ALTERNATIVE 1 – Slope protection or reinforced slopes

- 2.7.E - Retaining Wall Plans (Stage 1) – This task includes review and incorporating details for slope protection or reinforced slopes in the project plans in accordance with design and recommendations from the geotechnical engineer. Two (2) sheets are anticipated.
- 3.8.B - Structure Costs (Stage 2) – Development of Stage 2 cost estimate for slope protection or reinforced slopes.

- 4.3.C - Structures Costs (Stage 3) – Refining/finalizing Stage 3 cost estimate for slope protection or reinforced slopes.

(IF AUTHORIZED) ALTERNATIVE 2 – Retaining wall (500 ft length assumed)

- 2.7.E - Retaining Wall Plans (Stage 1) – This task includes the design and plan development for a 500-ft long retaining wall of the type and location determined by the feasibility study and a single slope barrier with a moment slab. Four (4) sheets are anticipated.
- 3.8.B - Structure Costs (Stage 2) – Development of Stage 2 cost estimate for retaining wall.
- 4.2.A.J - Retaining Wall Subsummary (Stage 3) – Calculation of quantities and creation of retaining wall subsummary sheet.
- 4.3.C - Structures Costs (Stage 3) – Refining/finalizing Stage 3 cost estimate for retaining wall.

(IF AUTHORIZED) ALTERNATIVE 3 – A combination of elevated walkway and retaining walls (200 ft of retaining walls and 300 ft of elevated walkway assumed)

- 2.7.E - Retaining Wall Plans (Stage 1) – This task includes the design and plan development for two 100-ft long retaining walls of the type and location determined by the feasibility study. Four (4) sheets are anticipated.
- 2.7.F.A - Bridge Design Report (Stage 1) – This task includes the preliminary bridge design and layout, bridge typical sections, and abutment section.
- 2.7.F.B - Final Structure Site Plan (Stage 1) – This task includes the preliminary bridge design and layout, the final structure site plan, bridge typical sections, and abutment section.
- 3.3.I.A - Bridge Plans (Stage 2) – This task includes development of the Stage 2 bridge plans. The following ten (10) sheets are anticipated: bridge general notes (2), abutment details (2), expansion joint/approach transitions (1), pier/intermediate support details (2), railing details (1), superstructure/walkway details (2).
- 3.8.B - Structure Costs (Stage 2) - Development of Stage 2 cost estimate for retaining walls and bridge/elevated walkway.
- 4.2.A.J - Retaining Wall Subsummary (Stage 3) - Calculation of quantities and creation of retaining wall subsummary sheet.
- 4.2.A.N - Bridge Estimated Quantities Sheet (Stage 3) – One (1) estimated quantities sheet.
- 4.2.A.O - Reinforcing Steel Schedule (Stage 3) – One (1) reinforcing steel list sheet.
- 4.2.A.S - Bridge General Notes (Stage 3) – Update only of bridge general notes.
- 4.3.C - Structures Costs (Stage 3) – Refining/finalizing Stage 3 cost estimate for retaining walls and bridge/elevated walkway.

Project Deliverables

The deliverables for this project will include:

Standards

- The deliverables for this project will follow City of Fairfield and ODOT CADD and Mapping Standards.

Reports & Plan Sets

- Feasibility Study/Preliminary Concept Evaluation will be performed, with information provided to Choice One Engineering for a schematic layout. No plan sheets are anticipated with this evaluation. A maintenance of traffic typical section will be provided in electronic file format (PDF). Paper copies are not anticipated.
- Stage 1 plans will be prepared and electronic copy in PDF format will be provided to Choice One Engineering. Contents of the Stage 1 plans will depend on the selected alternative above, but could include the following: bridge design report, retaining wall plan sheets, final structure site plan and updated conceptual MOT typical section(s).
- Stage 2 plans will be prepared and electronic copy in PDF format will be provided to Choice One Engineering. Contents of the Stage 2 plans will depend on the selected alternative above, but could include the following: MOT general notes, MOT typical sections, MOT plan sheets and retaining wall/bridge plans.
- Stage 3 plans will be prepared and electronic copy in PDF format will be provided to Choice One Engineering. Contents of the Stage 2 plans will depend on the selected alternative above, but could include the following: MOT subsummary, retaining wall subsummary, MOT general notes, MOT typical sections, MOT plan sheets, bridge estimated quantity sheet, reinforcing steel schedule, bridge general notes and retaining wall/bridge plans.
- Each plan submittal will also include a cost estimate in Estimator and a PDF printout of the estimate.

Assumptions

In preparing this scope of services, LJB has made the following assumptions:

- Traffic will be maintained in both directions on US-127 at all times and will not require the use of a temporary traffic signal.

Exclusions

LJB has excluded the following items in our scope of services:

- Any task not specifically itemized in this Project Narrative and proposal.
- Temporary traffic signal plans/details
- Cost of permits



**City Council Communication
Regular Meeting - June 9, 2025**

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

Subject:

Village Green Upgrades

Legislation Title:

\$15,292 Village Green Upgrades (Parks & Recreation)

Recommendation:

It is recommended that City Council authorize an appropriation of \$15,292.00 from the Capital Fund to support essential upgrades at Village Green. This funding will cover the purchase and installation of a card reader for the backroom, enhancing security, as well as the replacement of the restroom doors to improve facility maintenance and appearance.

Discussion:

This line item encompasses several essential projects aimed at improving security and facilities at the Village Green Amphitheater. First, it includes the installation of a card reader for the backroom, which will enhance access control and ensure that only authorized personnel can enter the area where event equipment is stored. This will significantly improve the security and management of our event operations. The second project involves replacing and furnishing the restroom doors at Village Green. The existing doors are worn and in need of replacement to maintain the facility's functionality and appearance.

The funding for these projects is programmed in 2025-2029 as CIP 5PR02.

Financial Impact:

\$15,292.00 from the Capital Improvement Fund as CIP 5PR02.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Village Green Upgrades



Quote

Quote Number: 1518

Quote Name: COF- Village Green Bathroom Access Control

Payment Terms: Due upon receipt
Expiration Date: 06/06/2025

Quote Prepared For

Brian Rose
City of Fairfield
8870 N. Gilmore Rd.
Fairfield, OH 45014
Phone:(513) 867-4209
brose@fairfield-city.org

Quote Prepared By

Skyler Shepherd
Digital Visions
201 Industrial Row Drive
Mason, OH 45040
United States
Phone:513-671-3660

skyler@digitalvisionsllc.com

Item#	Quantity	Item	Unit Price	Extended Price
Yearly Items				
1)	2	ADV-RDR-E-1Y Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 year	\$16.00	\$32.00
2)	2	Remote Service Contract - 250 Devices or Greater Remote Service Contract - 250 Devices or Greater	\$15.00	\$30.00
Yearly Total				\$62.00
One-Time Items				
3)	1	Lifesafety 2 Door 75W power supply, 6A/12V or 3A/24V,12V secondary voltage power module. Adjustable 5-18V output @ 4A max, class 2 power limited,8 out managed distribution module, class 2 pwr ltd at 2.5A per output,Four port network monitoring module,E2 enclosure size 20H x 16W x 4.5D with Mercury back plate,Single FPO Buss/Flex Cable Kit 3	\$1,121.00	\$1,121.00
4)	1	SY-LP1502 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (2 reader licence connections included)	\$1,860.00	\$1,860.00
5)	1	HID SIGNO 40, WALL MOUNT SIGNO40, WALL MOUNT, 13.56MHZ &125KHZ, OSDP/WIEGAND MOBILE READY, BLE	\$425.08	\$425.08
6)	1	Heavy Duty Armored Wire Loom Alarm Controls Heavy Duty Armored Wire Loom	\$25.00	\$25.00
7)	1	Bosch DS160 - Request to Exit PIR Bosch DS160 - Request to Exit PIR	\$100.00	\$100.00
8)	1	RCI Electric Strike for Mortise Locks - F2164 F2164 x 32D Electric Strike for Mortise Locks with or without Deadbolt. Dual Voltage	\$350.00	\$350.00
9)	1	Field Technician - Installation Technicians are responsible for the installation of access control on 1 designated door and tying to the other door in the room. Technicians will install a new power supply to	\$2,432.00	\$2,432.00

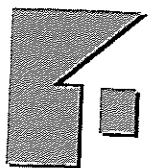
Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Extended Price
		accommodate additional doors. Installation includes necessary cabling, termination, and testing.		
10)	1	Level 1 Engineer Engineer is responsible for the programming and configuration of all new devices within the existing Genetec Security Center system.	\$540.00	\$540.00
One-Time Total				\$6,853.08
Subtotal				\$6,915.08
Total Taxes				\$0.00
Total				\$6,915.08

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



L.E.
Scofield
window & door

315 S. "B" STREET
HAMILTON, OHIO 45013
PHONE 863-8932
FAX 863-3529

DISCLAIMER FOR CONDENSATION
SCOFIELD WINDOW & DOOR DOES NOT GUARAN-
TEE ANY REPLACEMENT WINDOW TO BE FREE OF
CONDENSATION OR FROST. IF YOU HAVE THIS
PROBLEM IT INDICATES A RELATIVE HUMIDITY
PROBLEM AND NOT A FAULTY PRODUCT.

www.scofieldwindowdoor.com

Date 8/15/24 Estimator JOHN BOWIE Contract # _____ Page _____ of _____
Name of Owner RODNEY JONES Address _____ City FAIRFIELD State _____ Zip _____
Address of Job VILLAGE GREEN BUILDING H: 513-304-8835 W: _____
Directions PM: R JONES @ FAIRFIELD - CITY.ORG

Product: COMMERCIAL DOOR ESTIMATE

Description: MEN AND WOMEN RESTROOM DOORS
FURNISH AND INSTALL - 2 - 3/0 X 7/0 - PRIMER
HOLLOW METAL STEEL SOLID DOORS AND 2 - STEEL FRAMES
- BOTH DOORS TO BE SOLID NO GLASS AND OUTSWINGING
- 1 - DOOR TO BE A LEFT HAND AND 1 - DOOR TO BE A RIGHT HAND
- BOTH DOORS TO HAVE A COMMERCIAL KEYED LEVER HANDLE
- WEATHERSTRIPPING, DOOR SWEEPS AND THRESHOLD
AND NON-REMOVABLE PIN NINGES

TOTAL INSTALLED \$837.00

BID GOOD FOR THIRTY (30) DAYS

THE ABOVE ORDER REPRESENTS WHAT I EXPECT TO RECEIVE FROM SCOFIELD WINDOW & DOOR.
DO NOT EXPECT ANY ADDITIONAL WORK FREE OF CHARGE.

IF YOU DID NOT SOLICIT THIS CONSUMER TRANSACTION AND IT IS CONSUMMATED AT A PLACE OTHER
THAN SCOFIELD WINDOW & DOOR'S PERMANENT PLACE OF BUSINESS, YOU THE CUSTOMER, MAY CAN-
CEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE
DATE OF THE TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS
RIGHT.

TOTAL PRICE: _____

DEPOSIT: _____

BALANCE: _____

TERMS: _____

Customer Signatures: X _____

X _____

Date: _____