

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

Terry Senger
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
SPECIAL MEETING AGENDA
THURSDAY, DECEMBER 22, 2022 5:00 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.

- 1. BUSINESS MEETING CALL TO ORDER**
- 2. ROLL CALL**
- 3. EXECUTIVE SESSION REQUESTS**
- 4. NEW BUSINESS**

Motion to read New Business by title only.

A. FINANCE & BUDGET

Councilmember Tim Meyers

1. Ordinance to authorize the City Manager to accept and execute an agreement and all related documents with the Board of County Commissioner's of Butler County, Ohio for Federal Recovery Funds of the American Rescue Plan Act of 2021 (ARPA) and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022." - Supplemental Appropriations.

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

5. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

6. ADJOURNMENT



City Council Ordinance
Special Meeting - December 22, 2022

Submitted by: Chris Hacker,
Submitting Department: Finance

Subject:

Acceptance of ARPA Grant in the amount of \$3,000,000.00 from Butler County

Legislation Title:

Ordinance to authorize the City Manager to accept and execute an agreement and all related documents with the Board of County Commissioner's of Butler County, Ohio for Federal Recovery Funds of the American Rescue Plan Act of 2021 (ARPA) and declaring an emergency.

Recommendation:

Background/Synopsis:

The City of Fairfield applied in September, 2021, for multiple projects to be funded by American Rescue Plan Act (ARPA) Funds through the Board of County Commissioners of Butler County, Ohio. These projects included the Route 4 Redevelopment (\$5M), Sanitary Sewer Improvements (\$550k), and Great Miami Tail Extension (\$3.5M).

Financial Impact:

The County has awarded the City of Fairfield \$3,000,000 of the \$5,000,000 requested for the Route 4 Redevelopment project. This grant will allow for the support of existing small businesses, future economic growth, and the revitalization of economically distressed areas along the Route 4 Corridor which were negatively impacted by the Coronavirus pandemic.

Emergency Provision Explanation:

emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the funds be received and utilized as soon as possible

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Exhibit B - Certification Form SUBRECIPIENT
2. Butler County ARPA-Ord

EXHIBIT B**AGREEMENT WITH SUBRECIPIENT OF
FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. Butler County has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This Agreement is between your organization and the County and your organization is signing and certifying the same terms and conditions included in the County's separate agreement with Treasury. Your organization is referred to as a SUBRECIPIENT.

As a condition of your organization receiving federal recovery funds from the County, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

EXHIBIT B**SUBRECIPIENT'S RESPONSIBILITIES TO BUTLER COUNTY**

1. SUBRECIPIENT acknowledges that it will fulfill all of the services as outlined in Exhibit A in accordance with the terms of this Agreement.
2. Use of Funds
 - a. SUBRECIPIENT acknowledges that by entering into this Agreement it is assuming responsibility for the proper expenditure of the federal funds being provided by the County.
 - b. SUBRECIPIENT acknowledges this subaward is not for research and development.
 - c. SUBRECIPIENT understands and agrees that the funds disbursed under this subaward may only be used in compliance with section 602(c) of the Social Security Act and Treasury's regulations implementing that section and guidance as well as all other pertinent State and Federal laws and regulations.
 - d. SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
 - e. SUBRECIPIENT will exercise normal stewardship in overseeing the project activities performed under this subaward. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with subaward terms and conditions; and reviewing technical performance after project completion to assure that the subaward objectives have been accomplished.
 - f. SUBRECIPIENT acknowledges that, as set forth in Treasury's implementing regulations, SUBRECIPIENT may use subaward funds to cover eligible costs incurred during the period that begins on effective date of Agreement, and ends on September 30, 2026.
 - g. SUBRECIPIENT, in addition to any other federal law or regulation, agrees not to expend money received pursuant to this subgrant on anything other than an allowable expense. An allowable expense is:
 - i. Reasonable and necessary;
 - ii. Allocable to the subaward;
 - iii. Not disallowed under the terms of the subaward, the applicable cost regulation, or the governing program or program legislation;
 - iv. Accorded consistent treatment within the SUBRECIPIENT's accounting practices;
 - v. Treated in accordance with generally accepted accounting procedures;

EXHIBIT B

- vi. Not used to meet cost-sharing or matching requirements unless its application for that purpose is in accordance with the applicable rules;
 - vii. Reflects the net of all applicable credits;
 - viii. Approved if their incurrence required the agency's prior approval (See 2 C.F.R. Pt. 200, Subpt. E and 2 C.F.C. §200.407(a) to (g);
 - ix. Adequately documented; and
 - x. Actually incurred.
- h. SUBRECIPIENT agrees that if a question arises about the allowability of any expenditure pursuant to this subgrant, either by the SUBRECIPIENT or an entity with which the SUBRECIPIENT has contracted with pursuant to this subgrant, prior to expending any such funds SUBRECIPIENT will consult with the County and if necessary the appropriate federal agency for a determination on the allowability of such expenditure.
- i. SUBRECIPIENT agrees that the funds provided by the County pursuant to this subgrant award will be used exclusively toward the goals as set forth in this Agreement. SUBRECIPIENT further agrees to keep such funds separate from other funds in the possession of the SUBRECIPIENT. SUBRECIPIENT agrees that it shall develop a cost allocation plan to be approved by the County to fairly and equitably allocate the shared costs of the organization attributable to this subgrant and the SUBRECIPIENT's other activities.
- j. SUBRECIPIENT agrees that all expenditures will be subject to all competitive bidding and selection processes as required by Federal and State law, including but not limited to, Ohio Revised Code §307.86 – 307.92 and 2 C.F.R. §200.317 through 330.
- k. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this subaward.
- l. Administrative Costs. SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs. SUBRECIPIENT shall follow guidance on administrative costs issued by the County.
- m. The County and SUBRECIPIENT agree that indirect costs of claimed by SUBRECIPIENT in administering shall not exceed ten (10) percent as provided by 2 C.F.R. 2 §200.414(e) unless SUBRECIPIENT can provide documentation of a previously negotiated indirect cost rate with the federal agency distributing these SLFRF funds. SUBRECIPIENT shall adhere to the rules for allocation of indirect costs in 2 C.F.R. Pt. 200, App. IV, Appendix V, Appendix VI, Appendix VII and all other federal laws, rules and guidance applicable as applicable to SUBRECIPIENT.

EXHIBIT B

n. Cost sharing or matching funds are not required to be provided by SUBRECIPIENT.

3. Oversight

- a. SUBRECIPIENT is responsible for implementing internal controls to provide reasonable assurance that each of the following objectives are achieved.
 - i. Effective and efficient operations so as to eliminate fraud and waste in the expenditure of the federal funds provided by the County;
 - ii. Reliable reporting for both internal and external use which will be shared with the County, the Federal Government or any audit ordered by either the County or Federal Government.
 - iii. Compliance with all applicable laws and regulations.
 1. Transactions must be properly recorded and accounted for in order to:
 - a. Permit the preparation of reliable financial statements and federal reports;
 - b. Maintain accountability over assets; and
 - c. Demonstrate compliance with federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act.
 2. In addition to properly recording all transactions, all transactions must be executed in compliance with:
 - a. Federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act that could have a direct and material effect on the grant; and
 - b. Any other federal or state statutes and regulations that are applicable.
 3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition. SUBRECIPIENT guarantees it will have adequate security and accountability over all grant assets.
- b. SUBRECIPIENT's internal controls shall be in the form of a written policy which shall be provided to the County for its approval prior to the effective date of this Agreement.
- c. SUBRECIPIENT's internal control policy will identify internal controls and strategies meant to prevent, detect and correct any fraud or compliance issues. SUBRECIPIENT is encouraged but not required to implement the Federal Government Accountability Office's "Seventeen Principles" found in the GAO's Green Book into its internal control policy.

4. Reporting

- a. SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury as they relate to this subaward. SUBRECIPIENT also agrees to comply

EXHIBIT B

with all reporting requirements of the County as detailed in Exhibit C.

- b. The County may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US Treasury during the scope of this Agreement.
 - c. SUBRECIPIENT agrees to provide the County with detailed and comprehensive list of all expenditures and backup documentation to support such expenditures. Such reports must include a statement signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the Act as set for the by the US Treasury.
 - d. SUBRECIPIENT acknowledges that the County reporting obligations to the United States Treasury Department at regular intervals both during and subsequent to the effective term of this Agreement. SUBRECIPIENT agrees to provide the information required by the County as detailed in Exhibit C and to furthermore provide such information on or before the required reporting dates as provided in Exhibit C.
 - e. SUBRECIPIENT agrees that if it detects fraud, waste, unallowable expenditures or other actions contrary to federal or state laws and regulations or the terms of this Agreement it will immediately report such activity to the County's designated contact person no later than the next business day after such discovery.
5. Maintenance of and Access to Records
- a. The SUBRECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing as well as any other applicable Federal and State laws and regulations.
 - b. SUBRECIPIENT agrees the County, State of Ohio or Federal Government may inspect its financial and other records related to this subaward, in the possession of SUBRECIPIENT or any entity with which SUBRECIPIENT contracts with in relation to this subgrant, at any time with twenty-four (24) hours' notice. SUBRECIPIENT further agrees to provide any records to the County within forty-eight (48) hours of a written or oral request which the County requires for any reporting or oversight function.
 - c. SUBRECIPIENT agrees that if its total federal award exceeds seven hundred and fifty thousand dollars (\$750,000), inclusive of this subgrant award, during the County's calendar fiscal year, SUBRECIPIENT will cooperate fully with the County by providing the County any documentation or other information or assistance which the County requires to satisfy the Single Audit Act pursuant to 31

EXHIBIT B

U.S.C.A. §7501 to 7507. SUBRECIPIENT agrees to comply with all requirements of the Single Audit Act.

- d. If the Agreement is not subject to the Single Audit Act of 1996 SUBRECIPIENT agrees to cooperate fully with the County in any audit or other oversight activity ordered by the County. The County shall pay the costs of such audit or oversight activity and such activity will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards and limited in scope to activities allowed or unallowed, allowable costs and cost principles, eligibility of expenditures and compliance with reporting requirements.
- e. SUBRECIPIENT agrees to allow any County and Federal personnel to conduct onsite visits on any property in the possession of SUBRECIPIENT or any entity contracting with SUBRECIPIENT in relation to this subgrant, within twenty-four (24) hours' notice and will make available for interviews any employees the County or Federal Agency deems necessary to speak with.
- f. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- g. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ACCEPT AND EXECUTE AN AGREEMENT AND ALL RELATED DOCUMENTS WITH THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO FOR FEDERAL RECOVERY FUNDS OF THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) 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 accept and execute an agreement and all related documents with the Board of County Commissioners of Butler County, Ohio for Federal Recovery Funds of the American Rescue Plan Act of 2021 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 funds be received and utilized as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Butler County ARPA-Ord

Attachment: Butler County ARPA-Ord (3394 : Acceptance of ARPA Grant in the amount of \$3,000,000.00 from Butler County)



City Council Ordinance
Special Meeting - December 22, 2022

Submitted by: Chris Hacker,
 Submitting Department: Finance

Subject:

Supplemental Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.” - Supplemental Appropriations.

Recommendation:

It is necessary for City Council to pass appropriations to reconcile accounts. It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

Background/Synopsis:

At the end of each fiscal year, the Finance Department analyzes all Personnel and Other Fixed cost line items to determine adequacy for fiscal year end. Supplemental appropriations are requested to ensure no unauthorized expenditures occur during closeout. Additional appropriations are being sought in the following funds:

From: Unappropriated General Fund...		\$ 212,000
To: 70721127-271000	Transfer To (OUT)	\$ 17,000
To: 70721127-275002	Refunds – JEDD Tax	\$ 90,000
To: 70721127-275003	Refunds – JEDD West Chester	\$ 105,000

Financial Impact:

Supplemental appropriations are required in the following amount: Unappropriated General Fund - \$212,000.

Emergency Provision Explanation:

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

Supplemental Appropriations Ordinance

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Supplemental App-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 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, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$212,600
To:	21831521-211000 Salary and Wage	\$200
To:	10011021-211000 Salary and Wage	\$400
To:	70721127-271000 Transfer to (OUT)	\$17,000
To:	70721127-275002 Refunds-JEDD Tax	\$90,000
To:	70721127-275003 Refunds-JEDD West Chester	\$105,000

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

Attachment: Supplemental App-Ord [Revision 1] (3393 : Supplemental Appropriations)

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\2022\Supplemental App-Ord

Attachment: Supplemental App-Ord [Revision 1] (3393 : Supplemental Appropriations)