

Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 6, 2021 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.

1. COUNCIL-MANAGER BRIEFING

A. None.

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

a. Parade of Lights Awards Presentation

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held November 22, 2021

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

B. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Mark Scharringhausen, Member

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Leslie Besl, Chair; Dale Paullus, Vice Chair; Tim Abbott, Member

D. PUBLIC SAFETY COMMITTEE

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

E. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

F. PUBLIC UTILITIES COMMITTEE

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

11. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Mark Scharringhausen, Member

1. Ordinance to authorize the Acting City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for SPCP Development, LLC for the construction of two speculative industrial buildings at the Seward Pointe property at 8551 Seward Road, and declaring an emergency.

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

B. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

1. Ordinance to adopt new Subsection 181.09(A)(4) of Chapter 181, Income Tax, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to required tax filings.

- Legislation - First Reading

2. An Ordinance to make estimated appropriations for the expenses and expenditures of the City of Fairfield, Ohio during the period beginning January 1, 2022 and ending December 31, 2022.

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

3. Ordinance to Amend Ordinance no. 109-20 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, 2021 and ending December 31, 2021." - Supplemental Appropriations

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

4. Ordinance to amend Ordinance No. 109-20 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, 2021, and ending December 31, 2021."

Non-Contractual Appropriations: \$42,870 for Water System Engineering Services; \$35,000 for video surveillance equipment maintenance.

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

12. MEETING SCHEDULE

- A. Monday, December 13 - Regular Meeting 7:00 PM
- B. Monday, December 27 - Oath of Office Ceremony
- C. Monday, January 10 - Regular Meeting 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
November 22, 2021**

Council-Manager Briefing

A. 6:45 PM - 2022 Operating Budget, Municipal Court

Vice Mayor Besl called the Council-Manager Briefing to order at 6:45 PM. Elected officials present: Leslie Besl, Dale Paullus, Terry Senger, Tim Abbott, Mark Scharringhausen, Chad Oberson, Bill Woeste and Judge Joyce Campbell.

Staff members present: Don Bennett, Alisha Wilson, Steve Wolterman, Jake Burton, Steve Maynard, Carol Mayhall, Adam Sackenheim, Ben Mann, and Liza Kotlarsic.

Judge Campbell discussed the 2022 Municipal Court Operating Budget with Council. She detailed some of the grants that the Court receives, as well as how fines and fees are used for indigent legal funds.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Oberson led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Mark Scharringhausen	Council Member at Large	Present	
Chad Oberson	Council Member at Large	Present	
Bill Woeste	Council Member at Large	Present	
Leslie Besl	Council Member, 1st Ward	Present	
Dale Paullus	Councilmember, 2nd Ward	Present	
Terry Senger	Councilmember, 3rd Ward	Present	
Tim Abbott	Council Member, 4th Ward	Present	
Steve Miller	Mayor	Present	

Agenda Modifications

None.

Executive Session Requests

Minutes Acceptance: Minutes of Nov 22, 2021 7:00 PM (Approval of Minutes)

None.

Special Presentations and Citizen Comments

a. Home Improvement Contest Winners

Sami Brandenburg, Neighborhood Development Manager, presented the 2021 Home Improvement Contest winners and showed before and after pictures of each project. Mayor Miller congratulated each winner on their award.

b. Susan Carter, 5990 Crestview Avenue

Ms. Carter addressed Council regarding speeding in her neighborhood. Mayor Miller thanked her for bringing the issue to Council's attention and referred her to Chief Maynard for further assistance.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of November 8, 2021 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

Development Services Committee

Bill Woeste, Chair; Tim Abbott, Vice Chair; Mark Scharringhausen, Member

Ordinance to amend Sections 1133.01 (63.2), 1169.02 (e), 1173.02 (b) and 1173.03 and add new Sections 1133.01 (79.1) and 1173.02 (f) of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, relative to definitions, M-1 Industrial Park District Conditional Uses, M-2 General Industrial District Conditional Uses and Accessory Uses.

Recommendation:

It is recommended that City Council have a first reading on this ordinance at the September 13, 2021 meeting and set a joint public hearing date for September 27, 2021.

ORDINANCE NO. 142-21. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Leslie Besl, Council Member, 1st Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Parks, Recreation and Environment Committee

Leslie Besl, Chair; Dale Paullus, Vice Chair; Tim Abbott, Member

Public Safety Committee

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Public Works Committee

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

Public Utilities Committee

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Finance & Budget Committee

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

NEW BUSINESS

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

Parks, Recreation and Environment Committee

Leslie Besl, Chair; Dale Paullus, Vice Chair; Tim Abbott, Member

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Leslie Besl, Council Member, 1st Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to authorize the Acting City Manager to enter into a contract with Vincent Lighting Systems for the fixtures and control systems for LED lighting upgrades at the Fairfield Community Arts Center and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Vincent Lighting Systems and appropriate project funding in the amount of \$62,500.00 for the for fixtures and control systems for LED lighting upgrades. It is necessary to utilize Vincent Lighting Systems due to the facility's current system is from the same company as this is an upgrade, not a replacement of the entire system. These upgrade projects are programmed in the 2021 CIP as 1PR01.

ORDINANCE NO. 143-21. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Besl, Council Member, 1st Ward
SECONDER:	Chad Oberson, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Public Safety Committee

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of Nov 22, 2021 7:00 PM (Approval of Minutes)

Councilmember Scharringhausen presented the first reading of this resolution.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Mark Scharringhausen, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Resolution to accept and approve the material terms of the One Ohio subdivision Janssen/Johnson&Johnson proposed settlement pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021 National Opioid Settlement agreement and authorize the Acting City Manager to execute the Settlement Participation Form and declaring an emergency.

Recommendation:

It is recommended that Council adopt a resolution approving the proposed settlement with Janssen/Johnson&Johnson (Janssen Defendants) through the One Ohio Consortium. The settlement is explained in the attached Exhibit 1.

RESOLUTION NO. 10-21. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Scharringhausen, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Finance & Budget Committee

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to Amend Ordinance no. 109-20 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, 2021 and ending December 31, 2021." - Supplemental Appropriations

Recommendation:

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

ORDINANCE NO. 144-21. APPROVED 7-0.

Minutes Acceptance: Minutes of Nov 22, 2021 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Bill Woeste, Council Member at Large
AYES: Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to amend Ordinance No. 109-20 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, 2021, and ending December 31, 2021.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 145-21. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Leslie Besl, Council Member, 1st Ward
AYES: Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to amend Ordinance No. 109-20 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, 2021, and ending December 31, 2021.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 146-21. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, December 6 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, December 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, December 27 - Oath of Office, 6:00 PM

Executive Session of Council (if needed)

None.

14. ADJOURNMENT

The Regular Meeting adjourned at 7:25 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Nov 22, 2021 7:00 PM (Approval of Minutes)



City Council Ordinance
Regular Meeting - December 6, 2021

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

Subject:

CRA Tax Abatement for Seward Pointe Commerce Park

Legislation Title:

Ordinance to authorize the Acting City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for SPCP Development, LLC for the construction of two speculative industrial buildings at the Seward Pointe property at 8551 Seward Road, and declaring an emergency.

Recommendation:

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

Background/Synopsis:

Brennan Investment Group, a real estate development firm based in suburban Chicago, Illinois, plans to acquire the Seward Pointe property at 8551 Seward Road. Brennan plans to develop a new speculative industrial park on the 30+/- acre site, to be known as "Seward Pointe Commerce Park." The project will include the construction of two new buildings targeted for e-commerce, general distribution, and manufacturing companies.

Brennan has requested tax incentives in order to offer competitive lease rates as well as to partially offset increased development costs caused by challenging soil conditions at the rear of the property. Should this project proceed, Brennan will construct two new warehouse/manufacturing buildings totaling 425,000 to 450,000 square feet. The cost of the new construction is anticipated to exceed \$42.5 million. Brennan estimates more than 255 employees and greater than \$7,878,000 in payroll will be created in the new buildings.

The company also plans to acquire a contiguous 3.4 acre site at 3770 Symmes Road, providing access to the property from both Symmes and Seward Roads. The proposed tax abatement would not extend to the Symmes Road parcel.

Approval of the ordinance would authorize the Acting City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 10-year, 75% property tax incentive on the assessed value of the expansion. Due to the speculative nature of the project, Brennan has agreed to make payments to the city should building occupants not create jobs and payroll that generate income tax receipts that meet or exceed targets established in the agreement.

Additionally, there will be a four-party School Compensation Agreement. Brennan has agreed to compensate the Fairfield City School District and Butler Tech annually in the amounts of 30% and 0.5%, respectively, of the property tax abatement each year during the life of the tax exemption. The Board of Education of the Fairfield City School District approved the agreement at its meeting on November 18, 2021.

Financial Impact:

Brennan Investment Group plans to construct multiple warehouse and manufacturing buildings at 8551 Seward Road, increasing income and property tax revenue and creating new jobs for the City of Fairfield.

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. CRA Agreement - Seward Pointe Merged
2. School Comp Agreement - Seward Pointe Draft v2
3. Brennan-Site Plan
4. SPCP Development-Community Reinvestment Agr-Ord

COMMUNITY REINVESTMENT AREA AGREEMENT (SEWARD POINTE)

This Community Reinvestment Area Agreement (the “Agreement”), is made and entered into as of December ____, 2021 (the “Effective Date”), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), with offices at 5350 Pleasant Avenue, Fairfield, Ohio 45104, and SPCP DEVELOPMENT, LLC (the “Owner”), with its offices located at 9450 Bryn Mawr Avenue, Suite 750, Chicago, Illinois 60018. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the List of Definitions, attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the City of Fairfield, Ohio Community Reinvestment Area (the “CRA” or the “Area”, as more fully described below); and

WHEREAS, the Owner has acquired or intends to acquire the real property contained within the CRA depicted on Exhibit B, attached hereto (the “Project Site”), and intends to construct on the Project Site two office/warehouse/ and/or manufacturing buildings and related site improvements (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) (collectively, the “Project”), with the combined square footage of the Buildings estimated to total approximately 425,000 to 450,000 square feet, provided that the appropriate development incentives are available to support the economic viability of the Project; and

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

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

WHEREAS, the City, having the appropriate authority for the Project, desires to provide the Owner with the incentives set forth herein to support the development of the Project on the Project Site; and

WHEREAS, the City, subject to the terms of this Agreement, has agreed to provide the Owner with a ten year, 75% real property tax exemption applicable to the construction of each Building (collectively, the “Exemptions”)

WHEREAS, the Owner submitted to the City the agreement application attached hereto as Exhibit C (the “Agreement Application”); and

WHEREAS, the Owner has remitted the required State application fee of \$750.00 made payable to the Ohio Department of Development (the “ODOD”) to be forwarded to ODOD with a copy of the final Agreement; and

WHEREAS, the City’s Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement Application, and recommended the approval of the same to the City Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

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

WHEREAS, the Owner, in exchange for receiving the Exemptions, has agreed to make (A) (i) an annual payment to the School District in the amount of thirty percent (30%) of the value of the Exemptions received by the Owner for the preceding tax year, and (ii) an annual payment to Butler Tech in the amount of one half of one percent (0.5%) of the value of the Exemptions received by the Owner for the preceding tax year (collectively, the “School District PILOT Payments”), in accordance with the School Compensation Agreement; and

WHEREAS, as required by Ohio Revised Code Section 3735.671(A), the Board of Education of the School District, pursuant to Resolution No. _____, adopted on _____, 2021 has approved this Agreement and the Exemptions granted herein; and

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

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

1. Project and Project Investment. The Owner will purchase the Project Site composed of approximately 30 acres (Parcel A0700151000077 as the same is known and designated on the Auditor’s revised list of lots in the City of Fairfield, Butler County, Ohio) shown on Exhibit B. The approximate total cost of the construction of the Project is expected to exceed \$42,400,000 and create approximately 425,000 to 450,000 square feet of office/warehouse/ and/or manufacturing space in two Buildings. The approximate expected value of machinery, equipment, furniture, fixtures and inventory to be incorporated therein is unknown at this time. The construction of the Project is currently scheduled to begin in approximately March of 2022 and to be completed by approximately

June 2023. At the time of execution of this Agreement, there are no buildings and no machinery, equipment, furniture, fixtures or inventory of the Owner at the Project Site. There is also no machinery, equipment, furniture or fixtures used in another political subdivision in this State prior to the execution of this Agreement relocated or to be relocated from that political subdivision to the Project Site, and no inventory held at another political subdivision in this State prior to the execution of this Agreement and relocated or to be relocated from that political subdivision to the Project Site. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions.

2. Job Creation. The Owner currently estimates that there will be created at the Project Site by December 31, 2025 approximately 225 full-time permanent employee positions and 0 part-time or temporary positions. The aggregate annual payroll of the aforementioned employees is estimated to be \$7,875,000. Hiring of such employees is estimated to commence in approximately 2023 and to continue incrementally over the succeeding years. There are no employees of the Owner currently located at the Project Site, and therefore, there will be no retained employees of the Owner at the Project Site due to the construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions (as defined in Section 4 of this Agreement). The parties to this Agreement also recognize that the employees at the Project Site may be employed by (i) the Owner, (ii) one or more entities that control the Owner, are controlled by the Owner, or are under common control with the Owner (each an “Affiliate,” and collectively, the “Affiliates”), (iii) one or more tenants of the Owner or one or more of its Affiliates, or (iv) a permitted successor or assignee of the Owner, who will also qualify as an Owner under this Agreement. The Owner currently has zero (0) employees in full-time, permanent positions at other sites in the State of Ohio (and zero (0) employees in part-time or temporary positions).

3. Tax Incentive Review Council. The Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council.

4. Real Property Tax Exemption. The Owner acknowledges that the Exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall promptly certify the Exemption to the Butler County Auditor.

The City hereby grants the Exemptions -- a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building at the Project Site. The Exemption commences for each Building the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No Exemption shall commence after tax year 2024 (*i.e.*, tax lien date January 1, 2024) nor extend beyond tax year 2033 (*i.e.*, December 31, 2033, with the last year of abated taxes being the taxes payable in 2034).

Each Building constructed as a part of the Project, except as provided below in Section 5, shall be treated separately for purposes of determining its qualification for an Exemption hereunder and for determining the term of such Exemption.

5. Shortfall Payments. Notwithstanding Section 4 hereof, for any Building for which the Building Revenue Target shall exceed Actual Revenue as of the Initial Compliance Date or any Compliance Date thereafter, and except as otherwise set forth in this Section, the Owner thereof hereby agrees to make a payment (the “Shortfall Payment”) to the City equal to the lesser of (i) the PILOT Amount with respect to that year, or (ii) an amount equal to property taxes exempted pursuant to this Agreement for the Building for that year, net of any School District PILOT Payments made or to be made for that year. Any Revenue Carry Over for any Building may be applied at the written direction of the initial Owner toward complying with the Building Revenue Target for any other Building or Buildings within the Project.

The Shortfall Payment may be assessed no more than once for each calendar year during which a Building is subject to an Exemption (the “Shortfall Assessment Period”). If for any year during the Shortfall Assessment Period the Owner is required to pay a Shortfall Payment for a Building pursuant to this Section, the City shall prepare and deliver a single invoice to the Owner of that Building (the “Shortfall Invoice”). The Owner’s payment of the Shortfall Payment shall be due within sixty (60) days after the date the Owner receives the Shortfall Invoice.

For any Building that has been occupied and for which an occupant leaves the Building and therefore impacts the Annual Revenue from that Building, the Shortfall Payment for that Building may be avoided by the Owner thereof by providing written notice to the City within thirty (30) days after the Owner receives the Shortfall Invoice. This choice to avoid the Shortfall Payment may be exercised no more than one time for each Building.

If there are any disagreements among the parties regarding the Shortfall Payment, including, but not limited to, its application, calculation or payment, the parties shall (i) meet and confer with one another, and (ii) work together cooperatively to resolve their differences.

In the unlikely event of an overpayment or underpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, the Owner shall provide notice to the City of the overpayment or underpayment within thirty (30) days after values are finally determined and all applicable appeal periods have expired. The parties shall work together to confirm the amount of the overpayment or underpayment and to provide for a refund or credit to the Owner or for an additional payment to the City as soon as reasonably practicable. Except as set forth in this paragraph with respect to overpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, Shortfall Payments are not refundable.

6. Fee to City. The Owner shall pay to the City an initial fee of two thousand five hundred dollars (\$2,500.00) and shall not be required to pay any annual fees under Ohio Revised Code Section 3735.671(D).

7. Payment of Other Taxes. The Owner shall pay such real property taxes as are not exempted under this Agreement and are charged against any part of the Project Site, and shall file all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such

returns and reports, the Exemptions are rescinded beginning with the year for which such failure to pay taxes or file such reports as required occurs and thereafter until such taxes are paid and such reports are properly filed.

8. City Cooperation to Claim and Maintain Exemption. The City shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain Exemptions from taxation granted under this Agreement including without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Exemptions.

9. Continuation of Exemption under Certain Circumstances. If for any reason the CRA designation expires, the Director of the ODOD revokes certification of the Area or the City revokes the designation of the Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement beyond all applicable notice and cure periods and the City terminates or modifies the Exemptions from taxation granted herein pursuant to Section 10 of this Agreement.

10. Modification of Exemption for Material Failure. If the Owner materially fails to fulfill its material obligations under this Agreement and the Owner does not cure such failure within the periods specified in this Section following delivery to it of written notice by the City describing such failure in reasonable detail, or if it is finally adjudicated that the Owner's certification as to delinquent taxes required by Sections 11 and 12 of this Agreement is fraudulent, the City may terminate or modify the Exemptions granted under this Agreement; provided, however, that, except as provided in Sections 16 and 17 of this Agreement, the City shall not terminate or modify an Exemption for a Building if the City has timely received all amounts required under Section 5 of this Agreement for that Building. For any written notice from the City to the Owner describing in reasonable detail the Owner's material failure to fulfill any of its obligations under this Agreement, the Owner shall have ninety (90) days to correct that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof. Prior to the City undertaking any action to terminate or modify the Exemption for any Building afforded to the Owner under this Agreement, the City and the Owner shall work together in good faith to modify this Agreement so that the Owner is afforded the benefits intended hereunder. An example of such modification could be the suspension (but not cancellation) of the Exemption provided in Section 4 in order to allow the Owner time to find a user(s) for the Project. Except in a circumstance in which the Owner's certification as to delinquent taxes as described in this Section is finally adjudicated to be fraudulent, the Owners shall have the option of curing any material failure to fulfill its obligations by making a payment equal to the Shortfall Payment for the applicable year.

11. Certification of No Delinquent Taxes. The Owner hereby certifies that at the time this Agreement is executed, the Owner (i) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe any delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) has not filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, and (iii) is not

aware of any such petition having been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. If the Owner is the owner of properties where tenants are responsible for the payment of taxes, and may not have knowledge of tax payment delinquencies resulting from the failure of tenants to make tax payments and for which notice has not yet been sent to the Owner, the Owner is not in violation of this section. To the best of its knowledge, the Owner has not received such a notice.

12. Further Representations. The Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due.

13. Assignment and Transfer; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Owner, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Owner or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to Affiliates); and/or (iii) any successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive the Exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the City an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially the form attached hereto as Exhibit D, wherein such Permitted Transferee (i) assumes all obligations of the Owner under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the City of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to Exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The City agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

(b) As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the City of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

14. City Council Approval. The Owner and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Ordinance No. _____ adopted by the City Council on _____, 2021.

15. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Owner commits to follow non-discriminatory hiring practices with respect to their respective operation of the Project and acknowledges that no individual may be denied employment at the Project solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation for Violation of Ohio Revised Code 3735.671 or 5709.62. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Owner, any successor or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. No False Statements. The Owner affirmatively covenants that it has made no false statements to the State or City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Owner has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).

18. Estoppel Certificate. Upon request of the Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee of the Project site a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

19. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

If to the Owner, to:

SPCP Development, LLC
Attn: LEGAL DEPT
9450 W. Bryn Mawr Avenue #750
Chicago, Illinois 60018

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

21. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

22. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

23. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

24. Forum and Venue. Unless otherwise required by law, any legal action by any Party for claims arising under or related to this Agreement must be instituted in the state or federal courts of appropriate jurisdiction for Butler County, Ohio, or any appellate courts therefrom.

IN WITNESS WHEREOF, the City of Fairfield, Ohio by its Acting City Manager and pursuant to Ordinance No. _____ adopted _____, 2021 has caused this instrument to be executed as of this _____ day of _____, 2021, and SPCP Development, LLC has caused this instrument to be executed as of this _____ day of _____, 2021, with the Agreement to be effective as of the Effective Date.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Donald G. Bennett, Acting City Manager

SPCP DEVELOPMENT LLC

By _____
Doug Lance, Member

Approved as to form:

John H. Clemmons
Fairfield City Law Director

Approved as to content:

Greg Kathman
Fairfield Development Services Director

Exhibit A

List of Definitions

“Actual Revenue” means, for any Building as determined on the Initial Compliance Date or on each applicable Compliance Date, the income tax withholding collected by the City for that calendar year from all persons employed in the Building. For all purposes of this Agreement, Actual Revenue shall be determined by the amount of income tax withholdings retained by the City after the annual deadline for tax returns for the taxable year (usually April 15th) in order to account for the net reduction in income taxes received as a result of income tax withholdings refunds issued to persons employed in the Building but performing some portion of their duties offsite. The City’s tax administrator shall be permitted to report aggregate income tax received per building to the City and the Owner exclusively for the purposes of revenue tracking.

“Building Completion Date” means, with respect to any Building, the date on which the certificate of occupancy for such Building was issued.

“Building Revenue Target” means for any Building, as of the Initial Compliance Date or any Compliance Date thereafter, \$0.234 (twenty-three and four-tenths cents) of income tax withholding per each C.S.F. payable for the calendar year of the Initial Compliance Date or any Compliance Date thereafter during the period in which the Building is subject to an Exemption; provided, for purposes of this definition all calculations shall at all times be based upon an assumed City municipal income tax rate of 1.5% (one and one-half percent).

“C.S.F.” or “Calculated Square Footage” is the square footage of a Building, determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A).

“Compliance Date” means each December 31st after the Initial Compliance Date during the period in which a particular Building is subject to an Exemption.

“Force Majeure” means,

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions (other than discretionary acts of the City and any entity under the direct legal control of the City) or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts and other weather conditions adversely affecting construction; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any cause, circumstance or event not reasonably within the control of the City or an Owner, as applicable.

“Initial Compliance Date” means, with respect to any Building, the earlier to occur of (i) the first December 31st for which the Actual Revenue of such Building equals or exceeds the Building Revenue Target or (ii) the first December 31st occurring 36 months after the Building Completion Date for such Building. Alternatively, the Initial Compliance Date may be any later date as determined by ordinance of the City Council.

“Owner” means the applicant and/or any transferees, assignees, or successors in interest, all pursuant to the terms of the Agreement.

“PILOT Amount” means with respect to any Building, an amount equal to the difference between the Building Revenue Target and the Actual Revenue.

“Revenue Carry Over” means, for any Building as of its Initial Compliance Date or any Compliance Date, as applicable, during which it is subject to an Exemption, the aggregate amount (*i.e.*, applicable to one or more years), if any, by which Actual Revenue for such Building exceeds the Building Revenue Target, and not counting any year for which the Owner of such Building avails itself of the opportunity to avoid a Shortfall Payment. The City and the Owner shall keep a complete record of the Revenue Carry Over for each Building and the application, at the written direction of the initial Owner pursuant to Section 5 of this Agreement, of that Revenue Carry Over to the Building Revenue Target for any other Building. Subject to Section 5 of this Agreement, Revenue Carry Over may be used, in whole or in part, by the Owner to comply with the Building Revenue Target for the other Buildings within the Project.

Exhibit B

Map of Project Site

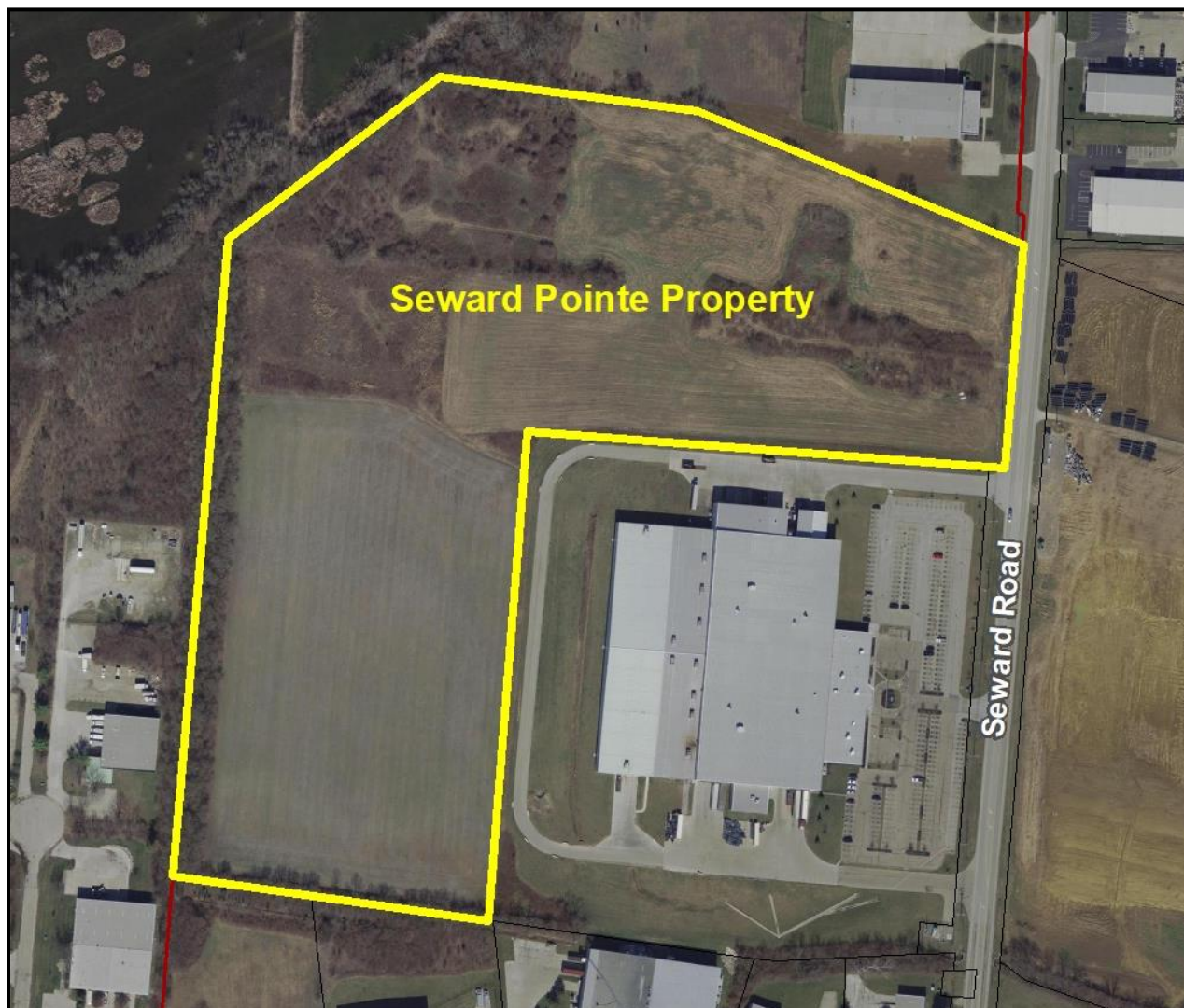


Exhibit C
Agreement Application

(Attached Hereto)

CRA APPLICATION

Mike DeWine
GovernorOHIO DEPARTMENT OF DEVELOPMENT
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

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

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

Enterprise 1 SPCP Development LLC

enterprise name

Doug Lance / Ryan Montes

contact person

513-403-7139 / 847-443-2713

telephone number

9450 W Bryn Mawr Ave #75Chicago, IL 60018

address

DE

State that company was incorporated in

Enterprise 2

enterprise name

contact person

telephone number

address

State that company was incorporated in

- 1b. Project site:

Enterprise 1 Doug Lance

contact person

513.403.7139

telephone number

7363 Keller Rd

address

Cinti, OH 45243

Enterprise 2

contact person

telephone number

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
COMMERCIAL REAL ESTATE DEVELOPER

- 2b. List primary 6 digit NAICS # To be inserted later
 Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)

N/A

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

LLC

3. Name of principal owner(s) or officers of the business (attach list if necessary).

MICHAEL BRENNAN c/o BRENNAN Investment Group LLC

4. Is business seasonal in nature? Yes ___ No ☒

- 5a. State the enterprise's current employment level at the proposed project site:

Future Development - N/A

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

Yes ___ No ☒

- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

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

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

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

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

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

7. Does the Enterprise owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes _____ No ☒

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

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes _____ No ☒

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

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

Development of Two Speculative Logistics/Fulfillment Building

9. Project will begin MARCH 22' and be completed MARCH 23' provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): +/- 225

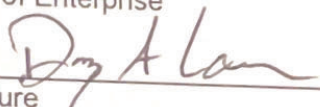
10b. State the time frame of this projected hiring: JAN 23' - MARCH 24'

- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): See 10b
- 11a. Estimate the amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- | | |
|---------------------|-----------------------|
| \$ <u>7,815,000</u> | Full Time (permanent) |
| \$ _____ | Part Time (temporary) |
| \$ _____ | Permanent |
| \$ _____ | Temporary |
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:
\$ N/A (The annual payroll of existing Ohio jobs before expansion into a new facility in the City of Fairfield.)
12. Market value of the existing facility as determined for local property taxation.
N/A
- 13a. Business's total current investment in the facility as of the proposal's submission.
45,000,000
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average dollar value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ N/A
14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | |
|--|----------------------|
| A. Acquisition of Land/ Buildings : | \$ <u>2.6 m</u> |
| B. Additions/New Construction: | \$ <u>42.4 m</u> |
| C. Improvements to existing buildings: | \$ _____ |
| D. Machinery & Equipment: | \$ _____ |
| E. Furniture & Fixtures: | \$ _____ |
| F. Inventory: | \$ _____ |
| Total New Project Investment: | \$ <u>45,000,000</u> |
15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)
To enable the development to attract companies to locate here, with similar gross occupancy costs to other municipalities.

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

Applicant agrees to supply additional information upon request.

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

SPCP LLC	10/28/21
Name of Enterprise	Date
 Signature	Doug LANCE Vice President Typed Name and Title

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

** Attach to final CRA Agreement as Exhibit A

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

Exhibit D**[Form of Assumption Agreement]****PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104; SPCP DEVELOPMENT, LLC (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Company and the City, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

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

WHEREAS, the City Council, by _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on _____, the Company and the City entered into the _____ CRA Agreement, concerning the Project Site as defined in the CRA Agreement (as particularly described in Exhibit B to the CRA Agreement); and

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit B, may be referred to hereinafter as the “Transferred Property”) to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the “Transfer Date”), and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 13 of the CRA Agreement; and

WHEREAS, in connection with the CRA Agreement, the Owner entered into the School Compensation Agreement, which provides for School District PILOT Payments;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 3 (“Tax Incentive Review Council”), Section 7 (“Payment of Other Taxes”), Section 11 (“Certification of No Delinquent Taxes”), and Section 17 (“No False Statements”).

2. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 13(B) of the CRA Agreement, the Company is released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. The Company and the Successor acknowledge the obligations set forth in the School Compensation Agreement, which the Company and the Successor have addressed or will address in a separate partial assignment and assumption agreement.

7. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 19 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

CITY OF FAIRFIELD, OHIO

By: _____
City Manager

Approved as to form:

Law Director

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a _____

By: _____

Print Name: _____

Title: _____

COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT (SEWARD POINTE)

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “FCSD”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), and SPCP Development, LLC, with its main office located at 9450 Bryn Mawr Avenue, Suite 750, Chicago, Illinois 60018 (hereinafter referred to as “SPCP”), specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the SPCP Community Reinvestment Area project.

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

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

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

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on December ____, 2021, to grant a tax exemption to SPCP and enter into a formal Community Reinvestment Area Agreement (the “CRA Agreement” and the exemption effected thereby being the “CRA Exemption”); and

Whereas, City provided FCSD and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the FCSD approved the CRA Exemption and CRA Agreement pursuant to Resolution No. _____ adopted on November ____, 2021;

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

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

Section 1. FCSD Compensation. SPCP shall make an annual cash payment to FCSD by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to FCSD shall be in the amount of thirty percent (30%) of the total value of the tax exemption received for the preceding tax year. On or

before January 31 of each year in which a payment is due by SPCP, City and FCSD shall calculate the amount of the payment and notify SPCP of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. SPCP shall make an annual cash payment to Butler Tech by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to the Butler Tech shall be in the amount of one half percent (0.5%) of the total value of the tax exemption received for the preceding tax year. On or before January 31 of each year in which a payment is due by SPCP, City and Butler Tech shall calculate the amount of the payment and notify SPCP of this value via an invoice or other correspondence.

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

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

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

Section 6. Assignment. This agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties hereto, and their respective successors and assigns. No party shall assign this Agreement without the written consent of the other parties, except that the Owner may assign, in whole or in part, its rights and obligations under this agreement without the written consent of the other parties to any party taking an assignment, in whole or in part, of the CRA Agreement. Provided any assignee of the Owner accepts in writing all the obligations of the Owner hereunder, including but not limited to the obligation to make payments to FCSD and Butler Tech, the assigning Owner shall be released from those obligations on the effective date of the assignment.

Section 7. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City:	City Manager 5350 Pleasant Avenue, Fairfield, Ohio 45014
FCSD:	Treasurer 4641 Bach Lane, Fairfield, Ohio 45014

Butler Tech: Chief Financial Officer
3603 Hamilton Middletown Road, Hamilton, Ohio 45011

SPCP: Vice President
9450 Bryn Mawr Avenue, Suite 750, Chicago, Illinois 60018

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

Section 8. Severability of Provisions; Incorporation of Recitals. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted. The recitals to this agreement are incorporated herein as a part of this agreement.

Section 9. FCSD and Butler Tech agree that the only compensation to FCSD and Butler Tech with respect to the CRA Agreement and CRA Exemption is set forth in this agreement, and that FCSD and Butler Tech shall not seek or be entitled to any other compensation from the Owner or the City, unless otherwise mutually agreed to in writing signed by all parties to this agreement.

In witness thereof, the City of Fairfield by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2021, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2021, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2021, and SPCP Development, LLC, by Doug Lance, its Member, has caused this instrument to be executed this _____ day of _____, 2021.

Witness:

**FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By _____
Nancy Lane, Treasurer

SPCP DEVELOPMENT, LLC

By _____
Doug Lance, Member

**BUTLER TECHNOLOGY AND
CAREER DEVELOPMENT BOARD OF
EDUCATION**

By _____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By _____
Donald G. Bennett, Acting City Manager

Approved as to content:

Greg Kathman
Fairfield Director of Development Services

Approved as to form:

John H. Clemmons
City of Fairfield Law Director



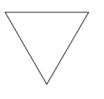
PROJECT DATA:
33.03 SITE ACREAGE

BUILDING 1 SUMMARY:
169 TOTAL AUTO PARKING

2 DRIVE-IN DOORS
17 DOCK DOORS
28 FUTURE DOCK POSITIONS

BUILDING 2 SUMMARY:
241 TOTAL AUTO PARKING
76 TRAILER PARKING

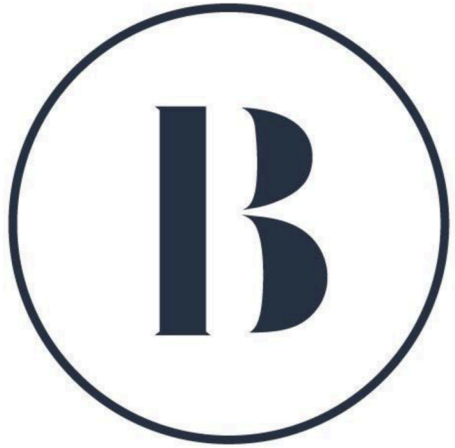
2 DRIVE-IN DOORS
29 DOCK DOORS
34 FUTURE DOCK POSITIONS

- SITE LEGEND:**
-  DOCK POSITION FULLY EQUIPPED
 -  FUTURE DOCK POSITION
 -  DRIVE-IN DOOR

① ARCHITECTURAL SITE PLAN
1/64" = 1'-0"



6998 Hillsdale Court
Indianapolis, IN 46250
p: 513.403.7139
www.BrennanLLC.COM



SITE PLAN
PROPOSED INDUSTRIAL BUILDING
SEWARD RD
FAIRFIELD, OHIO



1063 Central Avenue
Cincinnati, Ohio 45202
p: 513.241.4422
f: 513.241.5560
www.ata-b.com

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR SPCP DEVELOPMENT, LLC FOR THE CONSTRUCTION OF TWO SPECULATIVE INDUSTRIAL BUILDINGS AT THE SEWARD POINTE PROPERTY AT 8851 SEWARD ROAD AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation School Agreement which will provide amended property tax incentives for SPCP Development, LLC for the construction of two speculative industrial buildings at the Seward Pointe Property at 8851 Seward Road in accordance with the agreement on file in the office of the Acting City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project be authorized to proceed and create additional employment 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 _____ 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\2021\SPCP Development-Community Reinvestment Agr-Ord

Attachment: SPCP Development-Community Reinvestment Agr-Ord (3039 : CRA Tax Abatement for Seward Pointe Commerce Park)



City Council Ordinance
Regular Meeting - December 6, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

Amendments to the Codified Ordinance Section 181 - Income Tax

Legislation Title:

Ordinance to adopt new Subsection 181.09(A)(4) of Chapter 181, Income Tax, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to required tax filings.

Recommendation:

It is recommended that City Council adopt legislation adding language as 181.091(A)(4) of the Income Tax Ordinance.

Background/Synopsis:

As the Income Tax Division reviewed operations during 2021 and looked for opportunities of improvement within the division, one of the items recommended were changes in income tax filing requirements as it relates to retirees within the City of Fairfield.

On October 25, 2021, we began waiving late fees for retirees who did not realize they were required to file on an annual basis since they no longer have taxable income. We implemented this administratively as our ordinance gives the Tax Administrator this authorization, as we worked toward implementing changes within our Tax Ordinance as it relates to filing requirements for retirees. We have now completed those changes, and legislation is being brought before Council to amend the Tax Ordinance.

Adding the language below as 181.091(A)(4) of the Income Tax Ordinance would exempt City of Fairfield residents who are fully retired and over the age of 65 with no taxable income from the City's mandatory filing requirement after they file a written statement with the Tax Administrator.

(4) Any resident individual taxpayer who is fully retired, is over the age of 65 years old and has no taxable income as defined in Section 181.02(a)(22) may be exempted from the requirement of filing an annual City income tax return after they file a written statement with the Tax Administrator confirming they have no source of income other than pension, social security, interest or dividends. If the taxpayer earns taxable income in any year after filing the written statement with the Tax Administrator, the taxpayer shall file an annual City income tax return.

There is the possibility that a retired resident begins earning taxable income again, and does not file with the City, however, the City receives and reviews gambling winnings reports as well as the "State Tape" containing all Fairfield residents who file a State of Ohio tax return. We will also be saving time and money sending out non-filing notices to the retirees who do not have taxable

income and therefore do not pay Fairfield local income tax.

Financial Impact:

This amendment in Chapter 181 will have no anticipated financial impacts to the City.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 181.091-Ord
2. 181.091 Exhibit A-Ord

ORDINANCE NO. _____

ORDINANCE TO ADOPT NEW SUBSECTION 181.091(A)(4) OF
CHAPTER 181, INCOME TAX, OF ORDINANCE NO. 166-84, THE
CODIFIED ORDINANCES OF FAIRFIELD, OHIO RELATIVE TO REQUIRED
TAX FILINGS.

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

Section 1. New Subsection 181.091(A)(4) of Chapter 181, Income Tax, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, is hereby adopted as shown in the 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\2021\Section 181.091-Ord

Attachment: 181.091-Ord (3038 : Amendments to the Codified Ordinance Section 181 - Income Tax)

EXHIBIT "A"

181.091 RETURN AND PAYMENT OF TAX.

(A) (1) An annual return with respect to the income tax levied on Municipal Taxable Income by the Municipality shall be completed and filed by every taxpayer for any taxable year for which the taxpayer is subject to the tax, regardless of whether or not income tax is due.

(2) The Tax Administrator shall accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer located in the Municipality under Section 181.051(C) of this Chapter when the nonresident individual taxpayer's sole income subject to the tax is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due to the Municipality.

(3) All resident individual taxpayers, eighteen years of age and older, shall file an annual municipal income tax return with the Municipality, regardless of income or liability.

(4) ANY RESIDENT INDIVIDUAL TAXPAYER WHO IS FULLY RETIRED, IS OVER THE AGE OF 65 YEARS OLD AND HAS NO TAXABLE INCOME AS DEFINED IN SECTION 181.02(a)(22) MAY BE EXEMPTED FROM THE REQUIREMENT OF FILING AN ANNUAL CITY INCOME TAX RETURN AFTER THEY FILE A WRITTEN STATEMENT WITH THE TAX ADMINISTRATOR CONFIRMING THEY HAVE NO SOURCE OF INCOME OTHER THAN PENSION, SOCIAL SECURITY, INTEREST OR DIVIDENDS. IF THE TAXPAYER EARNS TAXABLE INCOME IN ANY YEAR AFTER FILING THE WRITTEN STATEMENT WITH THE TAX ADMINISTRATOR, THE TAXPAYER SHALL FILE AN ANNUAL CITY INCOME TAX RETURN.

[NO FURTHER CHANGES TO THIS SECTION.]



City Council Ordinance
Regular Meeting - December 6, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

2022 Annual Operating Budget

Legislation Title:

An Ordinance to make estimated appropriations for the expenses and expenditures of the City of Fairfield, Ohio during the period beginning January 1, 2022 and ending December 31, 2022.

Recommendation:

Background/Synopsis:

The proposed budget represents this coming year's plan for generating revenues and funding expenditures sufficient to implement specific programs, functions, and activities during the 2022 fiscal year. The budget is the City's primary fiscal planning document. Its major goal is to provide sound fiscal administration.

Financial Impact:

City expenditures, which include the departmental budgets, debt service and fund transfers as contained in the 2022 Annual Operating Budget presented at the Council-Manager Briefings on October 25th and November 8th total \$81,671,919.

This amount is down \$78,000 from the Council-Manager presented amount of \$81,749,919. The decrease is a result of reducing the Chemicals line item within the Recreational Facilities Golf Maintenance budget from \$100,000 to \$22,000 as a result of the supplemental appropriation approved at the November 22nd Council meeting related to this line item.

Estimated revenues for fiscal year 2022 are \$88,998,747.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. 2022_AppropriationOrdinance_Council_Final

Ordinance Number -

AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY FAIRFIELD, OHIO DURING THE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

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

Section 1. That to provide for the estimated expenses and other expenditures of the City of Fairfield, Ohio during the beginning January 1, 2022 and ending December 31, 2022, the following sums are hereby set aside and appropriated as follows, TO WIT:

Section 2. That sums are hereby appropriated from the various funds of the City to accounts of the City for the purposes therein described as follows:

FROM: UNAPPROPRIATED FUND 100 - GENERAL FUND		32,237,375.00
TO: 110	MAYOR & CITY COUNCIL	228,475.00
	Personnel	205,100.00
	Other	23,375.00
TO: 115	MAYOR	13,824.00
	Personnel	11,324.00
	Other	2,500.00
TO: 120	CITY MANAGER	471,243.00
	Personnel	436,893.00
	Other	34,350.00
TO: 125	GENERAL SERVICES	5,555,117.00
	Personnel	66,437.00
	Other	5,488,680.00
TO: 130	LAW DIRECTOR	578,550.00
	Personnel	500.00
	Other	578,050.00
TO: 145	HUMAN RESOURCES	412,839.00
	Personnel	258,359.00
	Other	154,480.00
TO: 150	PLANNING & ECONOMIC DEVL	733,848.00
	Personnel	635,848.00
	Other	98,000.00
TO: 155	BUILDING & ZONING INSPECTION	882,604.00
	Personnel	793,471.00
	Other	89,133.00
TO: 160	SPECIAL APPROPRIATION	0.00
	Personnel	0.00
	Other	0.00
TO: 210	FINANCE ADM & ACCOUNTING	733,342.00
	Personnel	703,522.00
	Other	29,820.00
TO: 211	INCOME TAX	719,264.00

	Personnel	626,264.00	
	Other	93,000.00	
TO: 213	INFORMATION TECHNOLOGY		632,584.00
	Personnel	544,534.00	
	Other	88,050.00	
TO: 310	POLICE		13,874,418.00
	Personnel	12,919,818.00	
	Other	954,600.00	
TO: 315	MUNICIPAL COURT		1,789,719.00
	Personnel	1,479,019.00	
	Other	310,700.00	
TO: 316	JUSTICE CENTER		951,240.00
	Personnel	0.00	
	Other	951,240.00	
TO: 410	PUBLIC WORKS ADMINISTRATION		965,089.00
	Personnel	795,639.00	
	Other	169,450.00	
TO: 412	MUNICIPAL BUILDING		393,926.00
	Personnel	209,676.00	
	Other	184,250.00	
TO: 510	PARKS & RECREATION ADM		1,713,318.00
	Personnel	1,088,643.00	
	Other	624,675.00	
TO: 512	PARKS MAINTENANCE OPERATIONS		1,587,975.00
	Personnel	963,225.00	
	Other	624,750.00	
TO: 513	MARSH PARK FISHING LAKE		0.00
	Personnel	0.00	
	Other	0.00	
TO: 530	COMMUNITY ARTS CENTER		0.00
	Personnel	0.00	
	Other	0.00	
	TOTAL GENERAL FUND		<u>32,237,375.00</u>
FROM: UNAPPROPRIATED FUND 201 - STREET CONST, MAINT & REPAIR			<u><u>3,380,497.00</u></u>
TO: 420	STREETS & TRANSPORTATION		3,380,497.00
	Personnel	1,824,497.00	
	Other	1,556,000.00	
	TOTAL STREET CONST, MAINT & REPAIR		<u>3,380,497.00</u>
FROM: UNAPPROPRIATED FUND 202 - STATE HIGHWAY IMP			<u><u>152,175.00</u></u>
TO: 420	STREETS & TRANSPORTATION		152,175.00
	Personnel	152,175.00	
	Other	0.00	

TOTAL STATE HIGHWAY IMP		152,175.00	
FROM: UNAPPROPRIATED FUND 203 - FIRE LEVY			9,427,978.00
TO: 320	FIRE SUPPRESSION	9,427,978.00	
	Personnel	8,426,528.00	
	Other	1,001,450.00	
TO: 330	PARAMEDIC PREVENTION	0.00	
	Personnel	0.00	
	Other	0.00	
TOTAL FIRE LEVY		9,427,978.00	
FROM: UNAPPROPRIATED FUND 205 - COUNTY MOTOR VEHICLE			0.00
TO: 160	SPECIAL APPROPRIATION	0.00	
	Personnel	0.00	
	Other	0.00	
TO: 160	SPECIAL APPROPRIATIONS	0.00	
	Personnel	0.00	
	Other	0.00	
TOTAL COUNTY MOTOR VEHICLE		0.00	
FROM: UNAPPROPRIATED FUND 206 - TAX RECREATION			0.00
TO: 160	SPECIAL APPROPRIATIONS	0.00	
	Personnel	0.00	
	Other	0.00	
TOTAL TAX RECREATION		0.00	
FROM: UNAPPROPRIATED FUND 211 - LAW ENFORCEMENT			27,000.00
TO: 310	POLICE	27,000.00	
	Personnel	0.00	
	Other	27,000.00	
TOTAL LAW ENFORCEMENT		27,000.00	
FROM: UNAPPROPRIATED FUND 212 - MUNICIPAL MOTOR VEHICLE			329,713.00
TO: 420	STREETS & TRANSPORTATION	329,713.00	
	Personnel	329,713.00	
	Other	0.00	
TOTAL MUNICIPAL MOTOR VEHICLE		329,713.00	
FROM: UNAPPROPRIATED FUND 213 - LAW ENFORCEMENT & EDU			30,000.00
TO: 310	POLICE	30,000.00	

Personnel	0.00	
Other	30,000.00	
TOTAL LAW ENFORCEMENT & EDU	<u>30,000.00</u>	
FROM: UNAPPROPRIATED FUND 214 - DRUG & ALCOHOL TREATMENT		<u>40,000.00</u>
TO: 315 MUNICIPAL COURT	40,000.00	
Personnel	0.00	
Other	40,000.00	
TOTAL DRUG & ALCOHOL TREATMENT	<u>40,000.00</u>	
FROM: UNAPPROPRIATED FUND 215 - LOCAL LAW ENFORCE BLOCK		<u>0.00</u>
TO: 160 SPECIAL APPROPRIATION	0.00	
Personnel	0.00	
Other	0.00	
TO: 310 POLICE	0.00	
Personnel	0.00	
Other	0.00	
TOTAL LOCAL LAW ENFORCE BLOCK	<u>0.00</u>	
FROM: UNAPPROPRIATED FUND 216 - PROBATION SERVICES		<u>453,757.00</u>
TO: 315 MUNICIPAL COURT	453,757.00	
Personnel	358,257.00	
Other	95,500.00	
TOTAL PROBATION SERVICES	<u>453,757.00</u>	
FROM: UNAPPROPRIATED FUND 217 - COURT COMPUTER		<u>110,000.00</u>
TO: 315 MUNICIPAL COURT	110,000.00	
Personnel	0.00	
Other	110,000.00	
TOTAL COURT COMPUTER	<u>110,000.00</u>	
FROM: UNAPPROPRIATED FUND 218 - SPECIAL PROJECTS		<u>142,777.00</u>
TO: 315 MUNICIPAL COURT	142,777.00	
Personnel	74,777.00	
Other	68,000.00	
TOTAL SPECIAL PROJECTS	<u>142,777.00</u>	
FROM: UNAPPROPRIATED FUND 219 - MEDIATION SERVICES		<u>5,000.00</u>
TO: 315 MUNICIPAL COURT	5,000.00	

Personnel	0.00	
Other	5,000.00	
TOTAL MEDIATION SERVICES	<u>5,000.00</u>	
FROM: UNAPPROPRIATED FUND 220 - TAX INCREMENT EQUIVALENT		<u>1,000.00</u>
TO: 160 TAX INCREMENT EQUIVALENT	1,000.00	
Personnel	0.00	
Other	1,000.00	
TOTAL TAX INCREMENT EQUIVALENT	<u>1,000.00</u>	
FROM: UNAPPROPRIATED FUND 221 - INDIGENT DRIVER INTERLOCK		<u>15,000.00</u>
TO: 315 INDIGENT DRIVER INTERLOCK	15,000.00	
Personnel	0.00	
Other	15,000.00	
TOTAL INDIGENT DRIVER INTERLOCK	<u>15,000.00</u>	
FROM: UNAPPROPRIATED FUND 301 - GENERAL BOND RETIREMENT		<u>995,971.00</u>
TO: 160 SPECIAL APPROPRIATION	995,971.00	
Personnel	0.00	
Other	995,971.00	
TOTAL GENERAL BOND RETIREMENT	<u>995,971.00</u>	
FROM: UNAPPROPRIATED FUND 401 - STREET IMPROVEMENT		<u>1,013,096.00</u>
TO: 160 SPECIAL APPROPRIATION	1,013,096.00	
Personnel	0.00	
Other	1,013,096.00	
TOTAL STREET IMPROVEMENT	<u>1,013,096.00</u>	
FROM: UNAPPROPRIATED FUND 402 - CAPITAL IMPROVEMENT		<u>816,375.00</u>
TO: 160 SPECIAL APPROPRIATION	816,375.00	
Personnel	0.00	
Other	816,375.00	
TOTAL CAPITAL IMPROVEMENT	<u>816,375.00</u>	
FROM: UNAPPROPRIATED FUND 407 - WATER EXPANSION		<u>5,000.00</u>
TO: 160 SPECIAL APPROPRIATION	5,000.00	
Personnel	0.00	
Other	5,000.00	
TOTAL WATER EXPANSION	<u>5,000.00</u>	

FROM: UNAPPROPRIATED FUND 408 - SEWER EXPANSION		10,000.00
TO: 160 SPECIAL APPROPRIATION	10,000.00	
Personnel	0.00	
Other	10,000.00	
TOTAL SEWER EXPANSION	10,000.00	
FROM: UNAPPROPRIATED FUND 409 - FLOOD PROTECTION		0.00
TO: 160 SPECIAL APPROPRIATION	0.00	
Personnel	0.00	
Other	0.00	
TOTAL FLOOD PROTECTION	0.00	
FROM: UNAPPROPRIATED FUND 410 - STATE ISSUE I		10,000.00
TO: 160 SPECIAL APPROPRIATION	10,000.00	
Personnel	0.00	
Other	10,000.00	
TOTAL STATE ISSUE I	10,000.00	
FROM: UNAPPROPRIATED FUND 411 - DOWNTOWN DEVELOPMENT		0.00
TO: 160 SPECIAL APPROPRIATION	0.00	
Personnel	0.00	
Other	0.00	
TOTAL DOWNTOWN DEVELOPMENT	0.00	
FROM: UNAPPROPRIATED FUND 413 - PARK DEVELOPMENT FUND		0.00
TO: 160 SPECIAL APPROPRIATION	0.00	
Personnel	0.00	
Other	0.00	
TOTAL PARK DEVELOPMENT FUND	0.00	
FROM: UNAPPROPRIATED FUND 501 - SPECIAL ASSESSMENT		344,179.00
TO: 160 SPECIAL APPROPRIATION	344,179.00	
Personnel	0.00	
Other	344,179.00	
TOTAL SPECIAL ASSESSMENT	344,179.00	
FROM: UNAPPROPRIATED FUND 601 - WATER REVENUE		6,589,894.00
TO: 212 UTILITY COLLECTION	358,286.00	

	Personnel	199,798.00	
	Other	158,488.00	
TO: 610	PUBLIC UTILITY ADMINISTRATION		211,451.00
	Personnel	97,201.00	
	Other	114,250.00	
TO: 611	WATER SUPERVISION		895,167.00
	Personnel	330,672.00	
	Other	564,495.00	
TO: 612	WATER PUMPING TREATMENT		2,393,104.00
	Personnel	1,037,804.00	
	Other	1,355,300.00	
TO: 613	WATER DISTRIBUTION & MAINT		1,398,186.00
	Personnel	910,096.00	
	Other	488,090.00	
TO: 619	WATER DEBT SERVICE		1,333,700.00
	Personnel	0.00	
	Other	1,333,700.00	
	TOTAL WATER REVENUE		<u><u>6,589,894.00</u></u>

FROM: UNAPPROPRIATED FUND 602 - WATER BOND & INTEREST			587,200.00
TO: 619	WATER DEBT SERVICE	587,200.00	
	Personnel	0.00	
	Other	587,200.00	
	TOTAL WATER BOND & INTEREST	<u><u>587,200.00</u></u>	

FROM: UNAPPROPRIATED FUND 603 - WATER BOND REDEMPTION			0.00
TO: 619	WATER DEBT SERVICE	0.00	
	Personnel	0.00	
	Other	0.00	
	TOTAL WATER BOND REDEMPTION	<u><u>0.00</u></u>	

FROM: UNAPPROPRIATED FUND 604 - WATER REPLACEMENT & IMP			10,000.00
TO: 160	SPECIAL APPROPRIATION	10,000.00	
	Personnel	0.00	
	Other	10,000.00	
TO: 619	WATER DEBT SERVICE	0.00	
	Personnel	0.00	
	Other	0.00	
	TOTAL WATER REPLACEMENT & IMP	<u><u>10,000.00</u></u>	

FROM: UNAPPROPRIATED FUND 605 - WATER SURPLUS		5,000.00
TO: 160	SPECIAL APPROPRIATION	5,000.00
	Personnel	0.00
	Other	5,000.00
TOTAL WATER SURPLUS		5,000.00

FROM: UNAPPROPRIATED FUND 606 - WATER GUARANTEED TRUST		65,000.00
TO: 212	UTILITY COLLECTION	65,000.00
	Personnel	0.00
	Other	65,000.00
TOTAL WATER GUARANTEED TRUST		65,000.00

FROM: UNAPPROPRIATED FUND 620 - SEWER REVENUE		8,013,955.00
TO: 212	UTILITY COLLECTION	2,215,784.00
	Personnel	163,471.00
	Other	2,052,313.00
TO: 610	PUBLIC UTILITY ADMINISTRATION	173,802.00
	Personnel	97,202.00
	Other	76,600.00
TO: 621	SEWER SUPERVISION	1,135,526.00
	Personnel	501,056.00
	Other	634,470.00
TO: 622	SEWER PLANT	1,884,275.00
	Personnel	1,055,311.00
	Other	828,964.00
TO: 623	SEWER COLLECTION & MAINT	1,264,668.00
	Personnel	1,016,418.00
	Other	248,250.00
TO: 629	SEWER DEBT SERVICE	1,339,900.00
	Personnel	0.00
	Other	1,339,900.00
TOTAL SEWER REVENUE		8,013,955.00

FROM: UNAPPROPRIATED FUND 621 - SEWER BOND & INTEREST		343,500.00
TO: 629	SEWER DEBT SERVICE	343,500.00
	Personnel	0.00
	Other	343,500.00
TOTAL SEWER BOND & INTEREST		343,500.00

FROM: UNAPPROPRIATED FUND 622 - SEWER BOND REDEMPTION		0.00
TO: 629	SEWER DEBT SERVICE	0.00

Personnel	0.00	
Other	0.00	
TOTAL SEWER BOND REDEMPTION	<u>0.00</u>	
FROM: UNAPPROPRIATED FUND 623 - SEWER REPLACEMENT & IMP		201,536.00
TO: 160 SEWER REPLACEMENT & IMP	201,536.00	
Personnel	0.00	
Other	201,536.00	
TOTAL SEWER REPLACEMENT & IMP	<u>201,536.00</u>	
FROM: UNAPPROPRIATED FUND 624 - SEWER SURPLUS		20,000.00
TO: 160 SPECIAL APPROPRIATION	20,000.00	
Personnel	0.00	
Other	20,000.00	
TOTAL SEWER SURPLUS	<u>20,000.00</u>	
FROM: UNAPPROPRIATED FUND 630 - SOLID WASTE MANAGEMENT		2,460,580.00
TO: 212 UTILITY COLLECTION	0.00	
Personnel	0.00	
Other	0.00	
TO: 630 SOLID WASTE MANAGEMENT	2,460,580.00	
Personnel	0.00	
Other	2,460,580.00	
TOTAL SOLID WASTE MANAGEMENT	<u>2,460,580.00</u>	
FROM: UNAPPROPRIATED FUND 640 - RECREATIONAL FACILITIES		1,865,758.00
TO: 511 AQUATIC CENTER OPERATIONS	179,500.00	
Personnel	0.00	
Other	179,500.00	
TO: 514 AQUATIC CENTER DEBT	0.00	
Personnel	0.00	
Other	0.00	
TO: 515 GOLF PRO SHOP	872,190.00	
Personnel	425,640.00	
Other	446,550.00	
TO: 520 GOLF MAINTENANCE	814,068.00	
Personnel	454,518.00	
Other	359,550.00	
TOTAL RECREATIONAL FACILITIES	<u>1,865,758.00</u>	
FROM: UNAPPROPRIATED FUND 641 - RECREATION ACTIVITY		454,580.00
TO: 510 PARKS & RECREATION ADM	454,580.00	

Personnel	283,080.00	
Other	171,500.00	
TOTAL RECREATION ACTIVITY	454,580.00	
FROM: UNAPPROPRIATED FUND 702 - EMPLOYEES BENEFITS		8,338,075.00
TO: 160 SPECIAL APPROPRIATION	8,338,075.00	
Personnel	7,800,000.00	
Other	538,075.00	
TOTAL EMPLOYEES BENEFITS	8,338,075.00	
FROM: UNAPPROPRIATED FUND 705 - MUNICIPAL GARAGE SERVICES		1,140,657.00
TO: 430 FLEET MANAGEMENT	1,140,657.00	
Personnel	705,257.00	
Other	435,400.00	
TOTAL MUNICIPAL GARAGE SERVICES	1,140,657.00	
FROM: UNAPPROPRIATED FUND 706 - COMPENSATED LEAVE		0.00
TO: 160 COMPENSATED LEAVE	0.00	
Personnel	0.00	
Other	0.00	
TOTAL COMPENSATED LEAVE	0.00	
FROM: UNAPPROPRIATED FUND 707 - WEST CHESTER JEDD I		2,029,291.00
TO: 211 WEST CHESTER JEDD 1	2,029,291.00	
Personnel	0.00	
Other	2,029,291.00	
TOTAL WEST CHESTER JEDD I	2,029,291.00	
TOTAL APPROPRIATIONS		81,671,919.00

Section 3. That the Finance Director is hereby directed to make payment from any of the foregoing appropriations upon receiving proper certification and vouchers approved by board or officers authorized by law to approve the same or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further, that an appropriation for contingencies can only be expended for the purposes constituting a legal obligation against the City, and for no other purposes other than those covered by the specific appropriations herein made.

Section 4. That this Ordinance shall take effect at the earliest period allowed by law and is hereby declared to be necessary for the orderly fiscal management of said City and in order to assure the proper payment of financial obligations of the City of Fairfield, Ohio including salaries and wages of employees and is necessary for the general welfare of the citizens and shall take effect immediately upon its passage.

Passed _____

Mayor's Approval

Posted _____

Rules Suspended _____

First Reading _____

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 Ordinance
Regular Meeting - December 6, 2021

Submitted by: Jake Burton,
Submitting Department: Finance

Subject:

Supplemental Appropriations

Legislation Title:

Ordinance to Amend Ordinance no. 109-20 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, 2021 and ending December 31, 2021." - 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:

- General Fund to cover salary and wages for City Council, Information Technology, and Marsh Fishing Lake.
- Fire Levy Fund to cover salary and wages.
- Special Projects Fund for the Municipal Court to cover salary and wages.
- Water Revenue Fund to cover salary and wages for Utility Billing, Public Utility Administration, and Water Pumping Treatment.
- Sewer Revenue Fund to cover salary and wages for Sewer Supervision, Sewer Plant, and Sewer Collection and Maintenance.
- Solid Waste Management Funds are necessary to cover solid waste contractual charges.
- Recreational Facilities Fund to cover salary and wages for Golf Maintenance.
- Employee Benefits Fund, additional monies are necessary to cover claims.
- Municipal Garage Services Fund to cover salary and wages.

From: Unappropriated General Fund **\$41,500**

To:	10011021-211000 – Salaries & Wages	\$2,500
To:	10021321-211000 – Salaries & Wages	\$32,000
To:	10053021-211000 – Salaries & Wages	\$7,000

From: Unappropriated Fire Levy Fund **\$1,650,000**

To: 20332021-211000 – Salaries & Wages \$1,650,000

From: Unappropriated Special Projects Fund **\$7,200**

To: 21831521-211000 – Salaries & Wages \$7,200

From: Unappropriated Water Revenue Fund **\$78,000**

To: 60121221-211000 – Salaries & Wages \$4,000

To: 60161021-211000 – Salaries & Wages \$4,000

To: 60161221-211000 – Salaries & Wages \$70,000

From: Unappropriated Sewer Revenue Fund **\$68,000**

To: 62062121-211000 – Salaries & Wages \$25,000

To: 62062221-211000 – Salaries & Wages \$3,000

To: 62062321-211000 – Salaries & Wages \$40,000

From: Unappropriated Solid Waste Management Fund **\$85,000**

To: 63063023-231500 – Solid Waste \$85,000

From: Unappropriated Recreational Facilities Fund **\$28,000**

To: 64052021-211000 – Salaries & Wages \$28,000

From: Unappropriated Employee Benefits Trust Fund **\$300,000**

To: 70216021-214000 – Hospitalization \$300,000

From: Unappropriated Municipal Garage Services Fund **\$2,500**

To: 70543021-211000 – Salaries & Wages \$2,500

Financial Impact:

Supplemental appropriations required in the following amounts: General Fund - \$41,500, Fire Levy Fund - \$1,650,000, Special Projects Fund - \$7,200, Water Revenue Fund - \$78,000, Sewer Revenue Fund - \$68,000, Solid Waste Management Fund \$85,000, Recreational Facilities Fund - \$28,000, Employee Benefits Fund - \$300,000, and Municipal Garage Services Fund - \$2,500. Total requested: \$2,192,200.

Emergency Provision Explanation:

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Supplemental-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-20 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, 2021, AND ENDING DECEMBER 31, 2021."

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

Section 1. Ordinance No. 109-20, the 2021 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$41,500
To:	10011021-211000 - Salaries & Wages	\$2,500
To:	10021321-211000 – Salaries & Wages	\$32,000
To:	10051321-211000 – Salaries & Wages	\$7,000
From:	Unappropriated Fire Levy Fund	\$1,650,000
To:	20332021-211000 – Salaries & Wages	\$1,650,000
From:	Unappropriated Special Projects Fund	\$7,200
To:	21831521-211000 – Salaries & Wages	\$7,200
From:	Unappropriated Water Revenue Fund	\$78,000
To:	60121221-211000 – Salaries & Wages	\$4,000
To:	60161021-211000 – Salaries & Wages	\$4,000
To:	60161221-211000 – Salaries & Wages	\$70,000
From:	Unappropriated Sewer Revenue Fund	\$68,000
To:	62062121-211000 – Salaries & Wages	\$25,000
To:	62062221-211000 – Salaries & Wages	\$3,000
To:	62062321-211000 – Salaries & Wages	\$40,000

Attachment: Supplemental-Ord [Revision 1] (3041 : Supplemental Appropriations)

From:	Unappropriated Solid Waste Management Fund	\$85,000
To:	63063023-231500 – Solid Waste	\$85,000
From:	Unappropriated Recreational Facilities Fund	\$28,000
To:	64052021-211000 – Salaries & Wages	\$28,000
From:	Unappropriated Employee Benefits Trust Fund	\$300,000
To:	70216021-214000 - Hospitalization	\$300,000
From:	Unappropriated Municipal Garage Services Fund	\$2,500
To:	70543021-211000 - Salaries & Wages	\$2,500

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 Ordinance
Regular Meeting - December 6, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 109-20 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, 2021, and ending December 31, 2021.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$42,870 for Water System Engineering Services;
 \$35,000 for Video Surveillance Equipment Maintenance

Financial Impact: \$77,870.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriation.120621
2. Non Contractual 12-6-Ord



City Council Information Item
Regular Meeting - December 6, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for water system engineering services

Legislation Title:

Appropriation in the amount of \$42,870 is being requested for engineering services for the Water Division

Background/Synopsis:

Engineering services are necessary to assist City staff in the development of plans and technical specifications for a new elevated water storage tower.

The City currently owns five (5) water storage towers. Continued industrial growth and water demand on the eastern side of the City may eventually require the construction of a sixth water tower to ensure sufficient water service capacity and fire protection capabilities. The City has acquired property on Port Union Road for the purpose of constructing this sixth tower – if and when needed.

The City recommends engineering support for this project be provided by CT Consultants, per the attached proposal.

This appropriation request will allow the City to move forward with phase 1 of the engineering work needed to design this water tower. Phase 1 will include:

- Topographic surveys;
- Geotechnical support; and
- Permitting

Phase 2 of the project – including detailed design work – will be funded and performed in 2022.

Financial Impact:

An appropriation in the amount of \$42,870 is being requested for engineering services for the City's Water Division. Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under 1WT12 'Water Tank Tower Maintenance'. Additional funding for this project, as needed, will be redirected from 1WT16 'Electrical Improvements'. The funding source is the Water Replacement and Improvement Fund (604).

Attachments:

1. 11-22-2021 Port Union Road WT Proposal



November 22, 2021

City of Fairfield
Attn: Adam Sackenheim, Public Works Director
5021 Groh Lane
Fairfield, Ohio 45014

Re: *Proposal for Professional Engineering Services*
1.25 MG Water Storage Tank

Dear Adam,

CT Consultants (CT) is pleased to submit this proposal to the City of Fairfield (Client), for professional services related to a new 1,250,000-gallon elevated water storage tank to be located near 4331 Port Union Road. Our proposed scope of services along with the terms and conditions of service are described below.

BACKGROUND AND PROJECT UNDERSTANDING

The City of Fairfield has expressed an interest in expanding the available water storage volume within the City to support potable water use and fire protection for residents. The tank is proposed to be constructed at the same overflow elevation as the existing elevated water storage tank.

SCOPE OF SERVICES

The services to be performed by CT in accordance with this proposal are as follows:

1. Water System Modeling & Analysis – Separate contract with Ramboll
2. Preparation of General Plan to be submitted to OEPA for approval – by City
3. Property Boundary Survey – Separate contract with Bayer Becker
4. Surveying Services - CT
5. Preliminary Design Services - CT
6. Geotechnical Investigation Services – Separate contract with others
7. Final Design Services – CT
8. SCADA Design Service – Separate contract with others
9. Permitting and Approvals - CT
10. Bidding Services – Lead by City staff
11. Funding Assistance – Lead by City staff
12. Contract Administration Services – Lead by City staff
13. Construction Observation Services – Lead by City Staff
14. Construction Inspection Services – Dixon for Fabrication & Coatings Inspection

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 Re: City of Fairfield Elevated Tank
 November 22, 2021

TASK 1 - SURVEYING SERVICES

The surveying services for these improvements will include the following:

A. Survey Limits

CT will utilize the boundary survey prepared by Bayer Becker for project control. CT will survey up to a maximum of 500 feet along Port Union Road from the existing driveway to provide sufficient data for connection to existing utilities for the site.

B. Survey Technique and Data Collection

The property boundary survey has been prepared by Bayer Becker of Mason, Ohio. The survey will be made available to CT.

CT will gather horizontal and vertical data, by standard ground survey methods, at strategic locations to create a one (1) foot contour interval map of the site. Natural and manmade features and existing site improvements within the limits of the survey area will be located. Improvements to be located include, but are not limited to: tree lines, vegetation, isolated trees 8 inches in diameter or greater, strategic ground elevations, etc. CT will contact the Ohio Utility Protection Service (OUPS) for utility plans. CT will locate visible evidence physical markings of surface and subsurface utilities to include, but not limited to, manholes, catch basins, poles, water, gas, and electric services. If applicable, observed storm and sanitary structures surveyed will have invert depths, size, and type collected on all structures. A maximum of two (2) traditional survey benchmarks will be set on site for future use by contractors.

C. Base Mapping of Existing Conditions

CT will internally prepare and provide to the CT design team an electronic version of the base map and control drawing in AutoCAD Civil 3D to CT CAD Standards. Descriptions and elevations of benchmarks set on site will be provided within the base map.

D. Survey Services Exceptions and Limitations

Legal descriptions, right of way takes, temporary easements will not be addressed under this scope of work and associated fees.

CT will require uninhibited access to the outside of the property during the performance of the above Scope of Work.

This proposal and associated fees do not include the notifications of adjoining property owners or entities that may be required or desired.

This proposal does not include any services beyond the tasks described above. CT can provide additional services, under a separate proposal and associated fees.

In performing this work, CT will have relied on the information presented in documentation prepared by others and have accepted this information as accurate and complete unless we discover otherwise during the course of our review. CT will not attempt to independently verify the

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)

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 Re: City of Fairfield Elevated Tank
 November 22, 2021

information obtained. CT has not been retained to provide additional warranty or guaranty to the documentation prepared by others, in part or in whole, for our review.

TASK 2 - DESIGN SERVICES

The design services for these improvements will include the following:

A. Preliminary Site Plan

CT will prepare exhibits showing the preliminary waterline alignment and preliminary site plan within the tank parcel. Once the alignment and site have been reviewed by the City and a preferred layout has been finalized, CT will prepare a preliminary opinion of probable construction cost for the project.

B. Geotechnical Investigation

CT will coordinate with a geotechnical Investigation firm to generate a soils investigation report and foundation recommendation suitable to allow the tank manufacturer / contractor to design and construct a tank foundation at the proposed site.

C. Final Construction Documents

CT will prepare detailed plans of the proposed work, technical specifications, exhibits, details and other graphical representations of the work and incorporate them into the bidding documents to provide the contractor with an understanding of the scope of work to be performed. Maintenance of traffic and pavement restoration plans will be included if required.

Dixon Engineering will provide the specifications for the design, fabrication, and installation of the tank. This will include foundation, structure, and coatings.

Design deliverables (paper and electronic format) will be submitted to the Client for review and comment at 75% complete and 100% (Final) complete. CT will conduct review meetings with the Client after each submittal.

CT and Dixon will prepare an Opinion of Probable Construction Cost after 75% complete and 100% (Final) complete submittals.

CT will coordinate with the private utility companies. The design/plans will be provided to private utility owners to determine the extent of Impact from the proposed improvements during the Preliminary Waterline Alignment, 75% complete and 100% (Final) complete submittals.

The Final Plans will be provided to the City for signature approval in both paper and electronic format.

D. Permitting

CT will prepare and submit, the required plans, specifications, forms and application for permit to Install the tank and related waterline to the Ohio Environmental Protection Agency for approval. The Client will pay all required permit fees.

CT will prepare and submit, the required plans, specifications, forms and application for building/electrical permits related to the proposed tank. The Client will pay all required permit fees.

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 Re: City of Fairfield Elevated Tank
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TASK 3 - BIDDING SERVICES

The bidding services for these improvements will include the following:

A. Bid Advertisement

The City intends to be the lead on the Bidding Phase of the project. CT will coordinate with the Client the placement of the advertisement for competitive bids within a newspaper of general circulation serving the region. Fees for publication shall be at the expense of the Client.

CT will provide a copy of the contract plans and specifications for use by the Client's I

B. Bid Document Distribution

The City intends to be the lead on the Distribution of the bid documents for the project.

Pre-Bid Meeting

The City will be the lead to conduct a pre-bid meeting, if necessary, for each project phase to discuss the project with prospective bidders and provide minutes of the meetings. CT staff will be available to attend the Pre-Bid Meeting.

C. Questions During Bidding / Addendum

City will respond to questions during the bid period from prospective contractors. CT will issue addendums, as needed, to respond to and clarify any questions from potential bidders.

D. Bid Opening

CT will attend the bid opening and assist the Client as needed. The Client is responsible for receiving the sealed bids from the prospective contractors and documenting the date and time received.

E. Bid Review and Recommendation

CT will assist the City staff in the review of the bids received and provide the Client with a recommendation for the lowest and most responsive bidder. CT will assist the Client in the tabulation of the bids submitted, a list of references contacted and the recommended bidder's proposal forms.

TASK 4 - CONSTRUCTION ADMINISTRATION SERVICES

The construction administration services for these improvements will include the following:

A. General

Provide consulting services during construction in such a manner as to assist in securing the faithful execution and completion of the construction contract in accordance with the contract documents.

B. Contract Execution Assistance

CT will assist the Client in the contract documents to be executed by the Client and the selected Contractor.

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Re: City of Fairfield Elevated Tank

November 22, 2021

The City staff will conduct the preconstruction meeting with the Client and Contractor to outline specific project requirements, solicit contractor information and facilitate timely commencement of the project. CT personnel will be available to participate in the meeting.

C. Submittals

CT will review and provide comments and recommend approval for submittals throughout the construction process. The submittals include, but are not limited to, the following:

- Construction Schedule: CT will review the construction schedule submitted by the Contractor and verify compliance with Contract Documents. The Client will be sent a copy of the Construction Schedule and then advise of any changes throughout the construction period.
- Shop Drawings: CT will receive from the Client and review all necessary shop drawing submittals. CT's review comments will be provided directly to the Client. CT will assist the Client to maintain a log of shop drawings received. An initial and second review are included in our fee. Further reviews will be considered additional services.
- Pay Applications: CT will review and provide a recommendation to the Client for payment of all pay applications.
- Change Orders: CT will review any change order requests, as needed, and all other related contract documents. CT will review Contractor's inquiries regarding site conditions, construction document clarifications, field changes, etc. and respond accordingly with recommendations to the Client.
- Clarifications and Interpretations: CT will receive from the Contractor any matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents. In response, CT will provide the Contractor Interpretations and decisions as necessary to clarify the intent of the Contract Documents.
- Certificates, Operation and Maintenance Manuals: During the course of the Work, the Client will receive all materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor. CT will be available to review the O & M Manuals for compliance with the specifications.
- Reports: CT will review for the Client all inspection, test, and system start-up reports required as part of the Contract Documents for compliance.

E. Monthly Progress Meetings

CT will be available for any required monthly progress meetings with the Client and the Contractor.

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)

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 Re: City of Fairfield Elevated Tank
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F. Records

The Client will maintain files for emergency contacts, correspondence, reports of progress meetings, copies of contract Documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, RFIs, RFI responses, progress reports, approved shop drawings, sample submittals, and other project-related documents. The Client will also record and maintain up-to-date lists of the names, addresses, e-mail addresses, telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

G. Project Completion

Upon request by the Client, CT will provide a certificate of substantial completion after Contractor has met the requirements. CT will then be available to conduct a final inspection with the Client and develop a punch list of items to be completed. Upon completion of all punch list items by the Contractor, CT will inspect and then make a recommendation to the Client to issue the Final Completion Certificate to the Contractor.

H. As-Built Drawings

CT will prepare the as-built drawings in AutoCAD based on the Information provided by the contractor and Client's staff. The as-built process does not include an actual survey of the waterline prior to backfilling. This service can be provided for an additional service. The Client will be provided with an electronic set of the as-built drawings.

TASK 5 - CONSTRUCTION OBSERVATION SERVICES

The construction observation services for these improvements will include the following:

A. Resident Project Representative (RPR)

CT will not be providing RPR services for the project. The Client staff will be providing the normal RPR Services outlined below.

The duties and responsibilities of the RPR are as follows:

- General: RPR's dealings in matters pertaining to the Work in general shall be with Client's Construction Manager and the Contractor as directed. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
- Meetings: Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- Defective Work: Report to Client's Construction Manager whenever any part of the Work is defective under the standards and terms set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- Non-Compatible Work: Report to Client's Construction Manager whenever any part of the Work is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a

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November 22, 2021

functioning whole, and provide recommendations for addressing such Work.; and advise when Work should be uncovered for observation, or requires special testing, inspection, or approval.

- Testing and Start-Ups: Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Client's Construction Manager the appropriate details relative to the test procedures and systems start-ups. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these Inspections.
- Daily Reports: Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- Construction Photographs: Take general photographs of the construction progress.
- Payment Applications: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to Client's Construction Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not Incorporated in the Work.

TASK 6 - CONSTRUCTION OBSERVATION SERVICES - COATINGS INSPECTION

The Coatings Inspection Services is to be provide by Dixon Engineering under a separate contract with the Client:

FEE AND INVOICING

CLIENT shall pay the ENGINEER (CT) for the services rendered as outlined above on the following basis:

A. The cost to perform this work shall be as follows:

- Task 1: CT shall be paid a LUMP SUM fee of \$ 19,290.00 for the Surveying Services described herein.
- Task 2: CT shall be paid a LUMP SUM fee of \$ 194,420.00 for the Design Services described herein.
- Task 3: CT shall be paid a LUMP SUM fee of \$ 19,640.00 for the Bidding Services described herein.
- Task 4: CT shall be paid a LUMP SUM fee of \$ 32,780.00 for the Construction Administration Services described herein.
- Task 5: Services to be performed by City Staff
- Task 6: Services to be provided by Dixon Engineering

TOTAL LUMP SUM FEE FOR CT CONSULTANTS

\$ 266,130.00

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Re: City of Fairfield Elevated Tank
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This offer remains valid for 30 days; acceptance thereafter is subject to our approval. From the date of acceptance of this agreement, the above fees will apply for one year. If the work is not completed during that period, the agreement may be subject to renegotiation.

Invoices will be submitted monthly based on the percentage amount of work CT estimates to have been completed during that period. Invoices are due within 30 days of receipt.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions are provided for the benefit of both CT and Client in better understanding the limitations and expectations with respect to the proposed scope of services and the obligations of each party. These items were considered while defining our proposed scope and fee.

1. Client will provide engineering and surveying data and other existing information in the Client's possession or readily available to the Client to CT that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
2. Client will make all provisions for CT's personnel to enter upon public and private lands as required to perform the described services.
3. The preparation of temporary or permanent easements is not included.
4. Subsurface Utility Engineering and location services are not Included.
5. Geotechnical subsurface investigations are not Included.
6. Research on subsurface conditions (rock, etc.) is not included.
7. Research on jurisdictional waters is not included.
8. Environmental permitting services for Jurisdictional streams or wetlands is not included.
9. Fees to governmental agencies are not included in this proposal.

SUPPLEMENTAL SERVICES

Additional services not included and/or anticipated herein may be required or be beneficial to the work as the project progresses. We are pleased to provide any additional services that may be needed or wanted for this project and will negotiate a separate contract modification with Client at such time as additional services may be warranted. No additional services will be provided without the express written consent of the Client.

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Re: City of Fairfield Elevated Tank

November 22, 2021

PROJECT INITIATION PROCEDURES

If this proposal is satisfactory, you may authorize us to proceed by signing and returning one (1) copy (email of a pdf/scanned copy is acceptable). If you should have any questions or require additional information, please contact our office at your earliest convenience.

We look forward to working with you.

Respectfully,

CT Consultants, Inc.

Kent A. Bryan, PE
Senior Project Manager

ACCEPTANCE

If you concur with these terms and conditions and would like CT to proceed with the aforementioned work, please sign and date this letter proposal in the space provided below.

ACCEPTED: City of Fairfield

Printed Name:

Title: _____

Signature: _____

Date: _____

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)

ENGINEERING FEE BREAKDOWN
for the
PORT UNION ROAD WATER TOWER PROJECT
CITY OF FAIRFIELD, OHIO

11.B.4.a

DESCRIPTION	HOURS	HOURLY RATE	TOTAL COSTS
BUDGETED COST OF CONSTRUCTION IS			\$3,500,000.00
DESIGN PHASE SERVICES			
TOPOGRAPHIC SURVEY			
Principal in Charge	4	\$210.00	\$840.00
Senior Project Manager	20	\$195.00	\$3,900.00
Senior Project Engineer	20	\$145.00	\$2,900.00
Design Technician	40	\$105.00	\$4,200.00
Licensed Surveyor	10	\$145.00	\$1,450.00
Survey Crew	40	\$150.00	\$6,000.00
SUB-TOTAL OF FIELD SURVEY			\$19,290.00
WATER SYSTEM MODELING COORDINATION			
Principal in Charge	0	\$210.00	\$0.00
Senior Project Manager	0	\$195.00	\$0.00
Senior Project Engineer	0	\$145.00	\$0.00
Senior Hydraulic Engineer	0	\$185.00	\$0.00
Hydraulic Engineer	0	\$125.00	\$0.00
GPS Survey Crew for updating the water system GIS mapping	0	\$150.00	\$0.00
SUB-TOTAL OF WATER MODELING			\$0.00
CORRISION CONTROL EVALUATION ANALYSIS			
Principle in Charge	0	\$210.00	\$0.00
Senior Project Manager	0	\$195.00	\$0.00
Senior Project Engineer	0	\$145.00	\$0.00
Senior Process Engineer	0	\$195.00	\$0.00
SUB-TOTAL OF CORROSION ANALYSIS			\$0.00
GEOTECHNICAL SERVICES (COORDINATION)			
Principle in Charge	4	\$210.00	\$840.00
Senior Project Manager	20	\$195.00	\$3,900.00
Design Engineer	20	\$145.00	\$2,900.00
Design Technician	0	\$105.00	\$0.00
Geotechnical Consultant	0	\$7,500.00	\$0.00
SUB-TOTAL OF GEOTECHNICAL			\$7,640.00
PRELIMINARY DESIGN			
Principle in Charge	20	\$210.00	\$4,200.00
Senior Project Manager	80	\$195.00	\$15,600.00
Senior Project Engineer	160	\$145.00	\$23,200.00
Senior Process Engineer	0	\$195.00	

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)

ENGINEERING FEE BREAKDOWN
for the
PORT UNION ROAD WATER TOWER PROJECT
CITY OF FAIRFIELD, OHIO

11.B.4.a

DESCRIPTION	HOURS	HOURLY RATE	TOTAL COSTS
Design Technician	160	\$105.00	\$16,800.00
Architectural Designer	20	\$135.00	\$2,700.00
Structural Engineer	40	\$145.00	\$5,800.00
Mechanical Engineer	0	\$125.00	\$0.00
Electrical Engineer	80	\$135.00	\$10,800.00
Construction Engineer	0	\$130.00	\$0.00
SUB-TOTAL OF PRELIMINARY DESIGN			\$79,100.00
FINAL DESIGN			
Principal in Charge	20	\$210.00	\$4,200.00
Senior Project Manager	80	\$195.00	\$15,600.00
Senior Design Engineer	160	\$145.00	\$23,200.00
Senior Process Engineer	0	\$195.00	\$0.00
Design Technician	160	\$105.00	\$16,800.00
Architectural Designer	20	\$135.00	\$2,700.00
Structural Engineer	40	\$145.00	\$5,800.00
Mechanical Engineer	0	\$125.00	\$0.00
Electrical Engineer	80	\$135.00	\$10,800.00
Specifications	40	\$125.00	\$5,000.00
Construction Engineer	0	\$130.00	\$0.00
SUB-TOTAL OF FINAL DESIGN			\$84,100.00
SCADA DESIGN COORDINATION			
Principal in Charge	4	\$210.00	\$840.00
Senior Project Manager	20	\$195.00	\$3,900.00
Senior Project Engineer	20	\$145.00	\$2,900.00
Senior Process Engineer	0	\$195.00	\$0.00
Design Engineer	\$0.00	\$135.00	\$0.00
SUB-TOTAL OF SCADA DESIGN			\$7,640.00
PERMIT APPROVALS (OEPA PTI PERMIT, FAA,)			
Principal in Charge	4	\$210.00	\$840.00
Senior Project Manager	20	\$195.00	\$3,900.00
Senior Project Engineer	40	\$145.00	\$5,800.00
Design Engineer	40	\$135.00	\$5,400.00
SUB-TOTAL OF OEPA APPROVALS			\$15,940.00
BIDDING PHASE			
Principal in Charge	4	\$210.00	\$840.00
Senior Project Manager	20	\$195.00	\$3,900.00
Senior Project Engineer	20	\$145.00	\$2,900.00
Design Technician	40	\$105.00	

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)

ENGINEERING FEE BREAKDOWN
for the
PORT UNION ROAD WATER TOWER PROJECT
CITY OF FAIRFIELD, OHIO

11.B.4.a

DESCRIPTION	HOURS	HOURLY RATE	TOTAL COSTS
Architectural Designer	0	\$135.00	\$0.00
Structural Engineer	20	\$145.00	\$2,900.00
Mechanical Engineer	0	\$125.00	\$0.00
Electrical Engineer	20	\$135.00	\$2,700.00
Specifications	20	\$110.00	\$2,200.00
Construction Engineer	0	\$130.00	\$0.00
SUB-TOTAL OF BIDDING			\$19,640.00
TOTAL OF DESIGN PHASE THRU BIDDING	1630		\$233,350.00
CONSTRUCTION PHASE			
CONSTRUCTION ADMINISTRATION			
Principal in Charge	4	\$195.00	\$780.00
Senior Project Manager	40	\$185.00	\$7,400.00
Senior Project Engineer	80	\$140.00	\$11,200.00
Senior Process Engineer	0	\$155.00	\$0.00
Design Technician	80	\$105.00	\$8,400.00
Structural Engineer	20	\$125.00	\$2,500.00
Mechanical Engineer	0	\$105.00	\$0.00
Electrical Engineer	20	\$125.00	\$2,500.00
Contract Administrator	0	\$125.00	\$0.00
Construction Engineer	0	\$135.00	\$0.00
SUB-TOTAL CONSTRUCTION ADMINISTRATION			\$32,780.00
RESIDENT PROJECT REPRESENTATIVE (RPR)			
Senior Construction Engineer (4 hours per week x 48 wks)	0	\$195.00	\$0.00
Field Inspector Sept 2022 - Aug 2023 (40 hours per week x 48 wks)	0	\$110.00	\$0.00
SUB-TOTAL OF CONSTRUCTION INSPECTION			\$0.00
TOTAL OF CONSTRUCTION SERVICES.			\$32,780.00
TOTAL ENGINEERING CONTRACT			\$266,130.00

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)

ENGINEERING FEE BREAKDOWN
for the
PORT UNION ROAD WATER TOWER PROJECT
CITY OF FAIRFIELD, OHIO

11.B.4.a

DESCRIPTION	HOURS	HOURLY RATE	TOTAL COSTS
ADDITIONAL PROJECT COSTS:			
OWDA Loan Admin fees	1	\$0.00	\$0.00
OEPA PTI Application Fee	1	\$15,100.00	\$15,100.00
State Building Review Fee	1	\$2,500.00	\$2,500.00
FAA Permit Fee	1	\$0.00	\$0.00
Geotechnical Services	1	\$0.00	\$0.00
Environmental Assessment	1	\$0.00	\$0.00
Title Policy	1	\$0.00	\$0.00
Right-of-way Acquisition	1	\$0.00	\$0.00
Private Utility Relocations	1	\$0.00	\$0.00
Legal / Accounting	1	\$0.00	\$0.00
SUB-TOTAL OF ADDITIONAL COSTS	1630		\$17,600.00

Attachment: NonContractualAppropriation.120621 [Revision 1] (3043 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - December 6, 2021

Submitted by: Lance Kennedy,
 Submitting Department: City Manager's Office

Subject:

Video Surveillance Equipment Maintenance

Legislation Title:

Information Technology - Video Surveillance Equipment Appropriation in the amount of \$35,000 is being requested to purchase and replace equipment: Video Surveillance System Equipment

Recommendation:

Background/Synopsis:

Scheduled replacement of information technology hardware is planned for and was approved of in the 2021 - 2025 Capital Improvement Program under project 1CM05. Ohio State bid pricing is used when state bid pricing is the lower cost option.

The routine replacement, maintenance, and upgrade of the city's current camera surveillance system is necessary to maintain functionality of the system. As part of this ongoing effort a number of older cameras are scheduled for replacement as part of the 2021 – 2015 Capital Improvement Plan based on age, degraded functionality, and critical nature of the specific cameras.

Financial Impact:

An appropriation in the amount of **\$35,000** is being requested for the upgrade and/or replacement of camera surveillance equipment for the continued operation of the city's video security surveillance systems. Funding for these efforts was included in the 2021-2025 Capital Improvement Program (CIP) under project **1CM05** 'Camera Surveillance System'.

Emergency Provision Explanation:

An emergency provision is necessary without competitive bidding in order to avoid unnecessary renewal fees and extended order fulfillment time for the equipment, and so that purchases and replacements can be made immediately. Due to current equipment shortages, and rapidly changing pricing the quantity and model(s) of cameras to be purchased will be based on pricing and availability at the time of purchase.

Rule Suspension Requested:

Emergency Provision Needed:

Yes

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-20 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, 2021, AND ENDING DECEMBER 31, 2021."

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

Section 1. Ordinance No. 109-20, the 2021 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$35,000
To:	40216025-253400 Computer Supplies (Camera Surveillance Equipment 1CM05)	\$35,000
From:	Unappropriated Water Replacement & Improvement Fund	\$42,870
To:	60416023-233300 Engineering Services (Port Union Road Water Tower Engineering Services 1WT12)	\$42,870

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: Non Contractual 12-6-Ord (3043 : Non-Contractual 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\2021\Non Contractual 12-6-Ord

Attachment: Non Contractual 12-6-Ord (3043 : Non-Contractual Appropriations)