Mitch Rhodus *Mayor*	Leslie Besl *Councilmember, 1st Ward*
Tim Meyers *Councilmember, At-Large*	Dale Paullus *Councilmember, 2nd Ward*
Matt Davidson *Councilmember, At-Large*	Terry Senger *Councilmember, 3rd Ward*
Gwen Brill *Councilmember, At-Large*	Adam Kraft *Councilmember, 4th Ward*

FAIRFIELD
OHIO

CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 13, 2023 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. 6:00 PM - 2024 Operating Budget

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

a. Chief Maynard Recognition

b. Fire Department Oath of Office

Firefighter Billy Hatton

8. CITIZEN COMMENTS

9. PUBLIC HEARING(S)

10. APPROVAL OF MINUTES

a. Regular Meeting held October 23, 2023

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

D. PUBLIC SAFETY

Councilmember Dale Paullus

E. PUBLIC UTILITIES

Councilmember Adam Kraft

F. PUBLIC WORKS

Councilmember Terry Senger

1. Resolution to Adopt 2023 Butler County Hazard Mitigation Plan
   - Legislation - Second Reading

G. FINANCE & BUDGET

Councilmember Tim Meyers

1. Ordinance to amend Chapter 181, Income Tax, Sections 181.062, 181.094, and 181.10 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.
   - Legislation - Second Reading

12. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

1. Simple Motion: Motion to approve the following 2023 Boards/Commissions Appointments: Mark Mesisklis - Environmental Commission (term expires 3/31/26) Donna Faulk - Environmental Commission (term expires 3/31/26)

2. Simple Motion: Motion to re-appoint Ben Mann and Don Hassler to the Butler County Transportation Improvement District effective November 13, 2023 and expiring November 13, 2025.

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

1. Resolution adopting the 2023 revised edition of the City of Fairfield Tax Incentive Guidelines, establishing policies and procedures for tax incentive programs, and superseding all previous tax incentive guideline documents and policies.
    - Legislation - First Reading

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

1. Ordinance to authorize the City Manager to execute a contract change order with Human Nature, Inc. for engineering for the Lower Harbin Park Area and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

D. PUBLIC UTILITIES

Councilmember Adam Kraft

1. Ordinance to authorize the City Manager to enter into a contract with Moody's of Dayton Inc. for the completion of a new raw water supply well at the City's Water Treatment Plant and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

E. PUBLIC WORKS

Councilmember Terry Senger

1. Ordinance to authorize the City Manager to enter into a contract with Choice One Engineering for engineering services needed for Winton Road Improvements Project – Resor to Oak Tree
    - Legislation - First Reading

F. FINANCE & BUDGET

Councilmember Tim Meyers

1. Resolution establishing a Fairfield Township/City of Fairfield Joint Economic Development District (JEDD) Fund and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

2. Ordinance to authorize the City Manager to execute an administrative service agreement with Chard Snyder & Associates, LLC to offer a Health Flexible Spending Account plan option to City of Fairfield employees and declaring an emergency.

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

3. Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023."
   Contractual Appropriations: $46,640 for Harbin Park engineering; $595,000 for new raw water supply well; $64,800 for design of Winton Road improvements.

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

4. Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023."
   Non-Contractual Appropriations: $9,090 for Well 3R Integration (Water Division); $24,986 for Muskopf BPS Pumps (Water Division); $18,000 for replacement of failed heater at Water Annex building; $40,000 additional right-of-way appropriation for South Gilmore Improvements; $30,000 for concept design of River Road multiuse path; $30,000 for Cushman Hauler (Golf Maintenance); $40,715 for AFG Blue Card grant; $64,573 for Winton Hills Park paving and path improvements; $47,500 for Gilbert Farms Park shelter improvements; $7,470 for Riegert Square dumpster enclosure; $59,602 for Fire Alarm upgrade at Community Arts Center.

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

13. MEETING SCHEDULE

A. Monday, November 27 - Council-Manager Briefing, 6:30 PM; Regular Meeting 7:00 PM

B. Monday, December 4 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, December 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

City of Fairfield
Minutes
Regular Meeting of City Council
October 23, 2023

Council-Manager Briefing

2024 Operating Budget Review

Mayor Rhodus called the briefing to order at 5:30 PM. Councilmembers present: Dale Paullus, Terry Senger, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Chris Hacker, Alisha Wilson, Laurie Murphy, Steve Wolterman, Greg Kathman, Tom Lakapm, Steve Maynard, Carol Mayhall, Randy McCreadie, Chris Addison, Ben Mann, and Adam Sackenheim.

Finance Director Hacker and Senior Staff presented the 2024 Operating Budget for General Services, Mayor & Council, Law, Administration, Finance, Development Services, Fire and Police Departments. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Kraft led in prayer and Pledge of Allegiance.

Roll Call
Councilmembers present included:

Attendee Name	Title	Status	Arrived
Tim Meyers	Councilmember, At-Large	Present	
Matt Davidson	Councilmember, At-Large	Present	
Gwen Brill	Councilmember, At-Large	Present	
Leslie Besl	Councilmember, 1st Ward	Excused	
Dale Paullus	Councilmember, 2nd Ward	Present	
Terry Senger	Councilmember, 3rd Ward	Present	
Adam Kraft	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Present	

Councilmember Davidson, seconded by Councilmember Senger, moved to excuse Councilmember Besl. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

None.

Special Presentations

a. Fire Department Oath of Office

Chief Lakamp introduced the new Firefighter/Paramedics and welcomed them to the City of Fairfield. Mayor Rhodus administered the oath of office.

Kyle Crofford
Sean Loy
Blake Olson

Citizen Comments

Liz Jarvis, 2440 Clara Bea Lane, requested an update from the coyote management team. She has been told citizens have been reporting sightings and interactions with coyotes and would like to see an updated map presented during a Council meeting. She stated that there are residents that don't attend any of the management team meetings but watch the Council meetings online and want to see the information.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of October 10, 2023 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations

Councilmember Leslie Besl

Development Services

Councilmember Matt Davidson

Parks, Recreation and Environment

Councilmember Gwen Brill

Motion to Suspend Third Reading

Councilmember Brill presented the second reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to execute an addendum to the contract with SwimSafe Pool Management, Inc. for the 2024 and 2025 calendar years and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the City Manager to enter into a contract extension with SwimSafe Pool Management, Inc. for the 2024 and 2025 calendar years.

ORDINANCE NO. 145-23. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Public Safety

Councilmember Dale Paullus

Public Utilities

Councilmember Adam Kraft

Public Works

Councilmember Terry Senger

Finance & Budget

Councilmember Tim Meyers

NEW BUSINESS

Councilmember Kraft, seconded by Vice Mayor Meyers, moved to read all New Business by title only. Motion carried 6-0.

Community & Public Relations

Councilmember Leslie Besl

Simple Motion: Motion to approve the following 2023 Boards/Commissions Appointments effective October 23, 2023: Daniel Hongell - Parks & Recreation Board, First Ward (term expires 3/31/25)

Recommendation:
It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective October 23, 2023**:

Daniel Hongell - Parks & Recreation Board, First Ward (term expires 3/31/25)

SIMPLE MOTION NO. 14-23. APPROVED 6-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Matt Davidson, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Development Services

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to enter into a contract with ARC Documents Solutions LLC for the Building Division Scanning Project and declaring an emergency.

Recommendation:
It is recommended that Council suspend the second and third readings and approve the ordinance as an emergency.

ORDINANCE NO. 146-23. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Public Safety

Councilmember Dale Paullus

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to enter into a three (3) year contract extension with Flock Safety and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the City Manger to enter into a contract with Flock Safety located at 1170 Howell Mill Road, New Suite 210 Atlanta, Georgia 30318 to provide 44 Falcon ALPRs and associated software for five (5) years.

ORDINANCE NO. 147-23. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to enter into a contract with Motorola to purchase equipment necessary to upgrade dispatch consoles and declaring an emergency.

Recommendation:
It is recommended that Council authorize the City Manger to enter into a contract with Motorola to purchase equipment necessary to upgrade the dispatch consoles in our dispatch center. State Contract Pricing #573077-0

ORDINANCE NO. 148-23. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Public Works

Councilmember Terry Senger

Resolution to Adopt 2023 Butler County Hazard Mitigation Plan

Recommendation:
It is recommended that City Council pass a resolution to adopt Butler County's Hazard Mitigation Plan.

Councilmember Senger presented the first reading of this resolution.

RESULT:	**FIRST READING Next: 11/13/2023 7:00 PM**

Finance & Budget

Councilmember Tim Meyers

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this resolution.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor

Recommendation:
The resolution would authorize the necessary tax levies to be collected for tax year 2023 during budget year 2024 to the Butler County Auditor.

RESOLUTION NO. 10-23. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to amend Chapter 181, Income Tax, Sections 181.062, 181.094, and 181.10 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Recommendation:
It is recommended that City Council adopt the changes to Section 181 - Income Tax, as submitted.

Vice Mayor Meyers presented the first reading of this ordinance.

RESULT:	**FIRST READING Next: 11/13/2023 7:00 PM**

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023."

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. 149-23. APPROVED 7-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023."

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. 150-23. APPROVED 7-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Meeting Schedule

Clerk Wilson read the following meeting schedule:

A. Monday, November 13 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

B. Monday, November 27 - Council-Manager Briefing, 6:30 PM; Regular Meeting 7:00 PM

C. Monday, December 4 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

None.

15. ADJOURNMENT

The Regular Meeting adjourned at 7:33 PM.

ATTEST:

____

Clerk of Council

____

Mayor's Approval

Date Approved___________________

FAIRFIELD
OHIO

2024 Annual Operating Budget

Christopher J. Hacker, Director of Finance
Scott W. Timmer, City Manager

Agenda

- Monday, October 23, 2023
  - ✓ Budget Overview
  - ✓ Revenue & Expenditures
  - ✓ Council / Mayor / Law
  - ✓ General Services
  - ✓ City Manager’s Office
  - ✓ Finance
  - ✓ Development Services
  - ✓ Fire
- Monday, November 13, 2023
  - ✓ Police
  - ✓ Public Works
  - ✓ Parks & Recreation
  - ✓ Public Utilities
- Monday, November 27, 2023
  - ✓ Municipal Court

Budget Overview

- Budget Basics
  - ✓ Balanced Budget – estimated revenues are greater than or equal to projected expenditures
  - ✓ Fiscal Year – January to December
  - ✓ Key Terms:
    - ▪ Fund: sum of money dedicated for a specific / restricted purpose
    - ▪ Fund Reserve: amount of money retained in a fund for an unforeseen emergency or need
    - ▪ Expenditure: amount of money spend on a good or service
    - ▪ Encumbrance: amount of money reserved for a specific purchase

Budget Overview

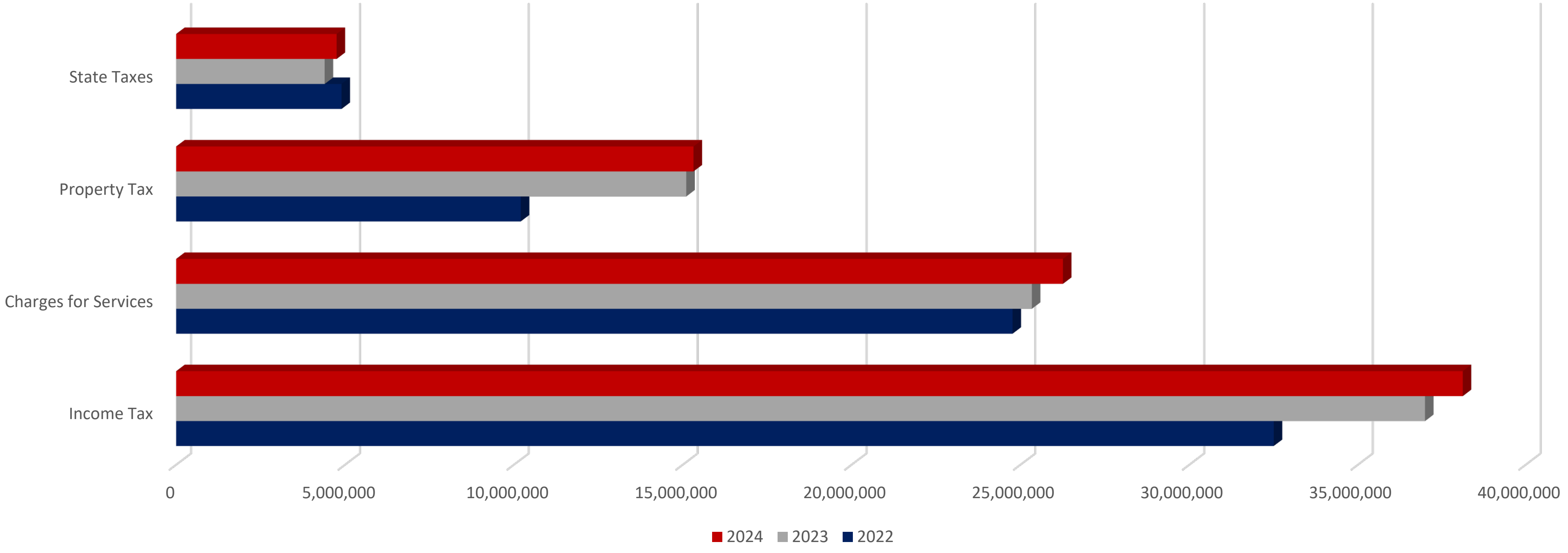
- What impacts the budget?
  - ✓ Economy
    - Income Tax Withholding
    - Business Environment
    - Inflation
  - ✓ Fixed Costs
    - Personnel
      - 2024 is a 27 Payroll Year; normal is 26
  - ✓ State and Federal Mandates
    - Environmental
    - Withholding

FAIRFIELD
OHIO

Revenue & Expenditures

Budget Overview – Estimated Revenue

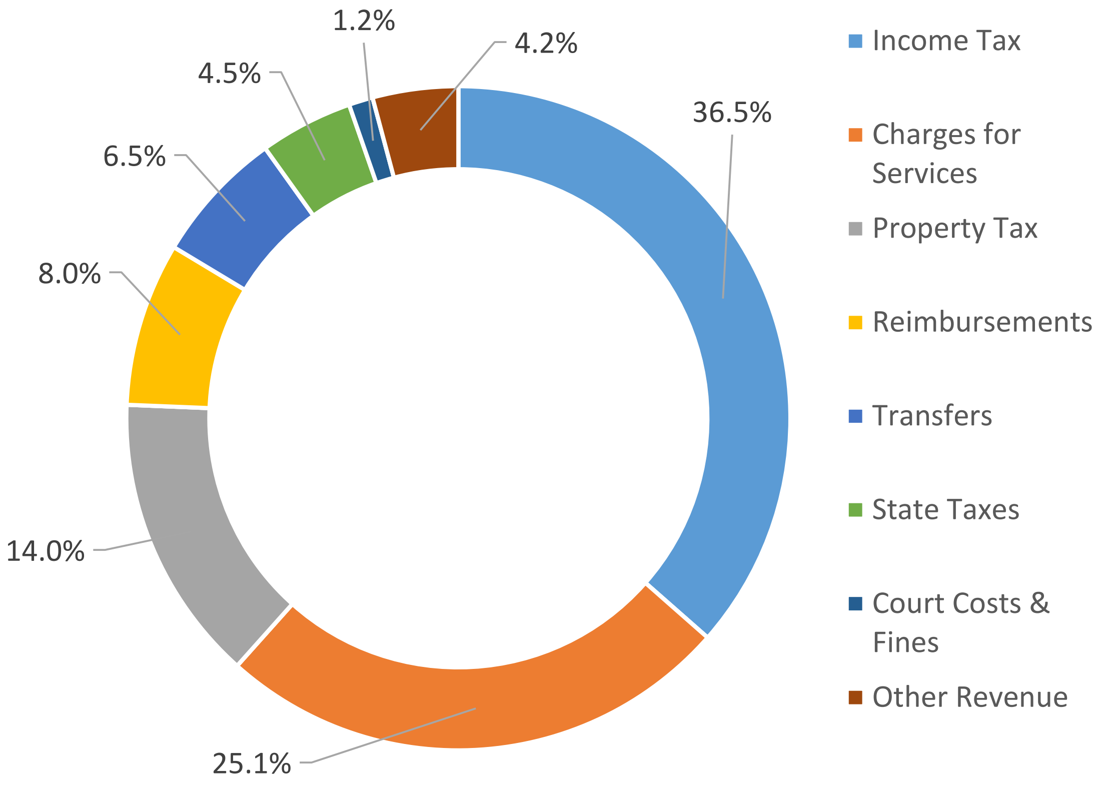
- Total Estimated Revenue: $104,500,000 – Up 2.42%
  - ✓ General Fund: $38,504,900 – Up 6.45%

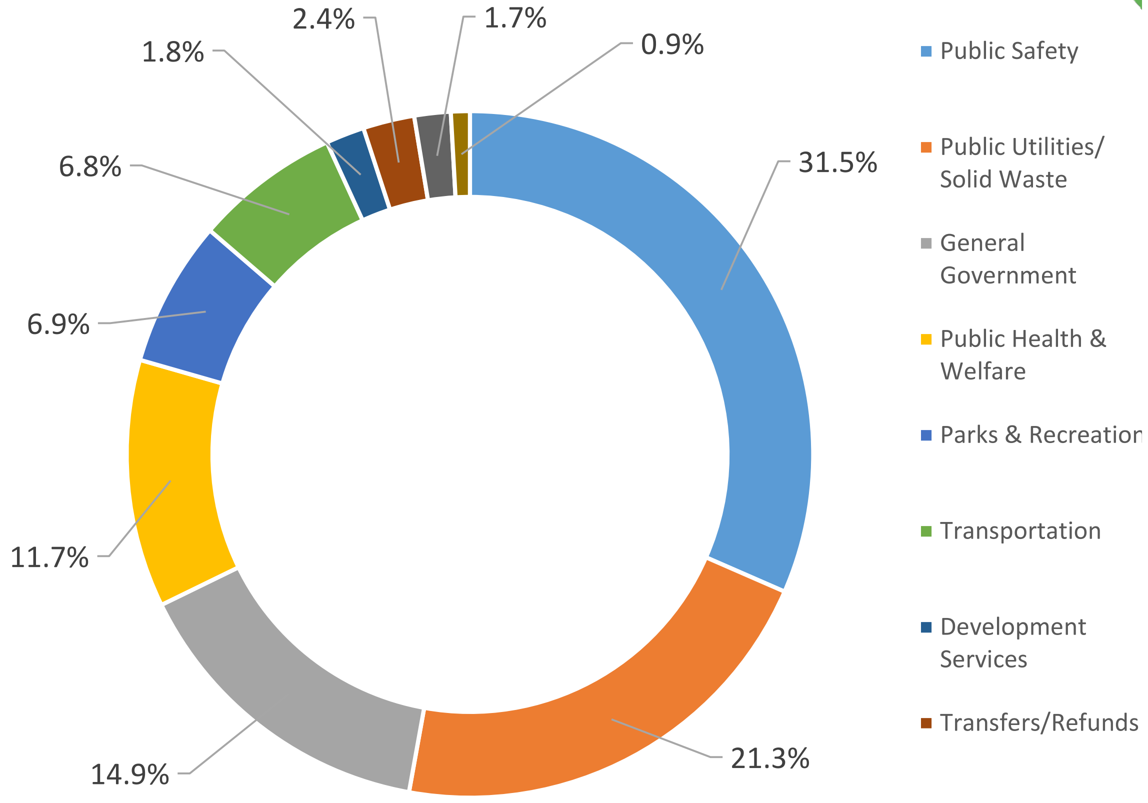


- 80.2% from the above 4 sources ($83.8 M of $104.5 M)

Budget Overview

Where the money comes from.

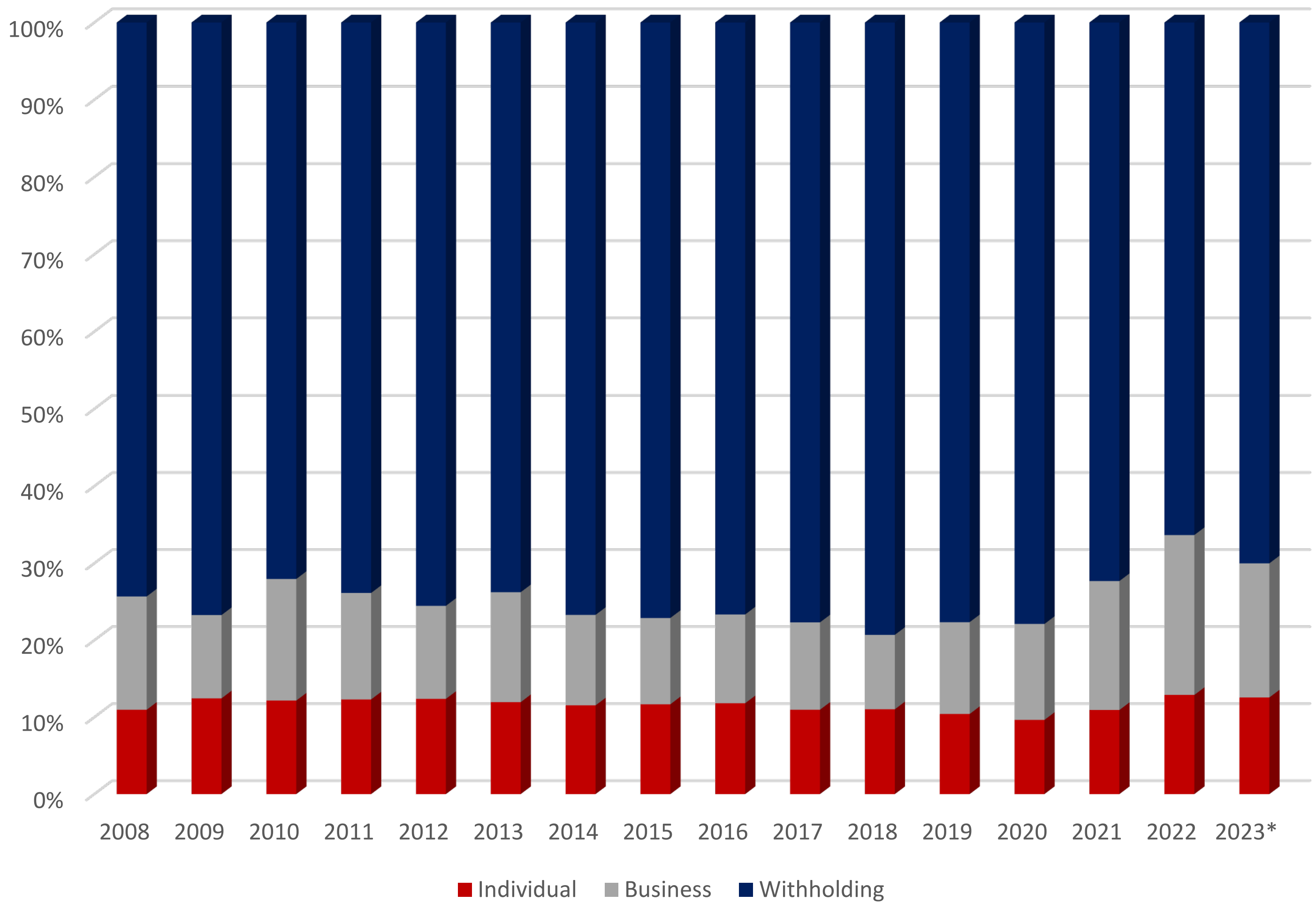




Where the money goes.

Budget Overview – Income Tax

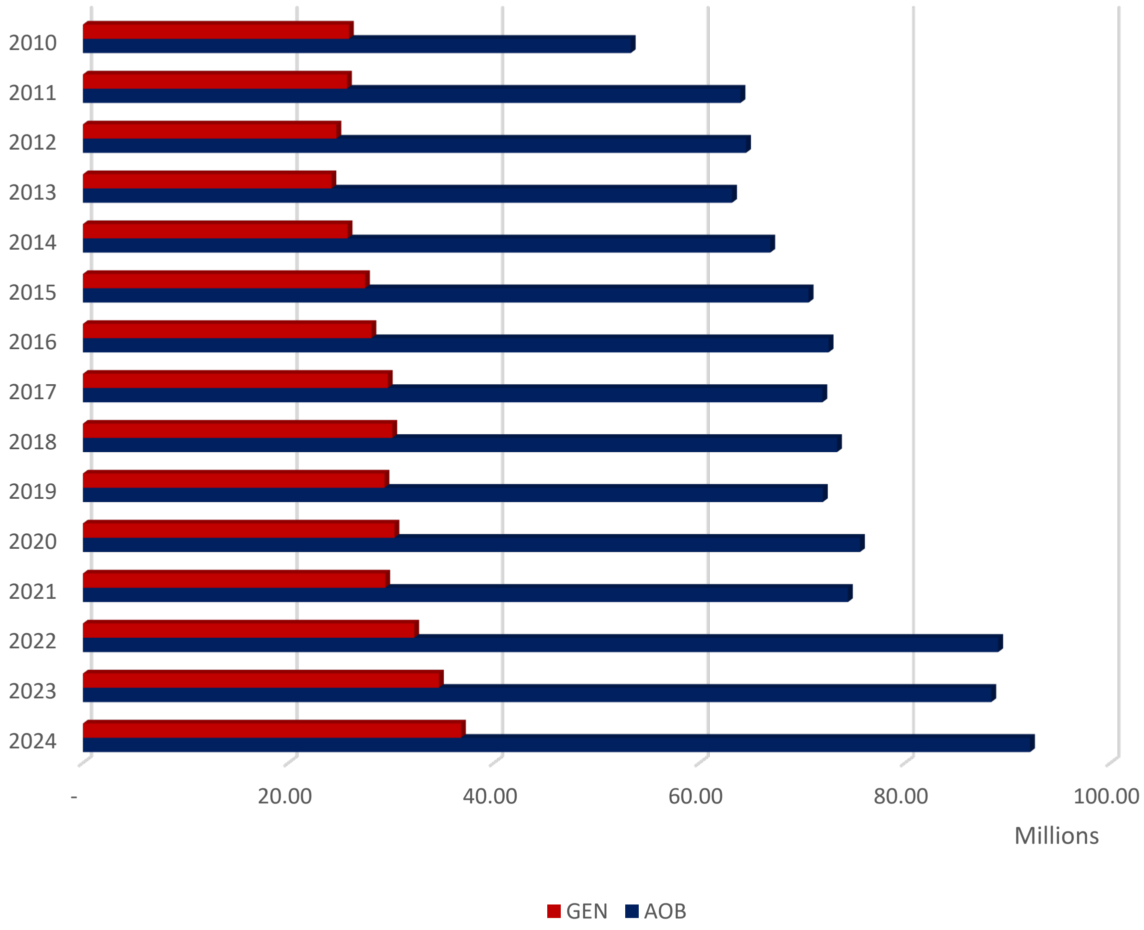
- Growth Rates
  - ✓ 5-Year Intervals
    - 2008-2012 – 0.42%
    - 2013-2017 – 4.48%
    - 2018-2022 – 6.96%
  - ✓ 10-Year
    - 2013-2022 – 5.26%
  - ✓ 15-Year
    - 2008-2022 – 3.80%
- Type Composition
  - ✓ 2008 vs 2023*
    - Ind: 10.96% vs 12.57%
    - Bus: 14.73% vs 17.43%
    - Wth: 74.31% vs 70.00%



Note: 2023 Amount is forecasted for remainder of FY 2023

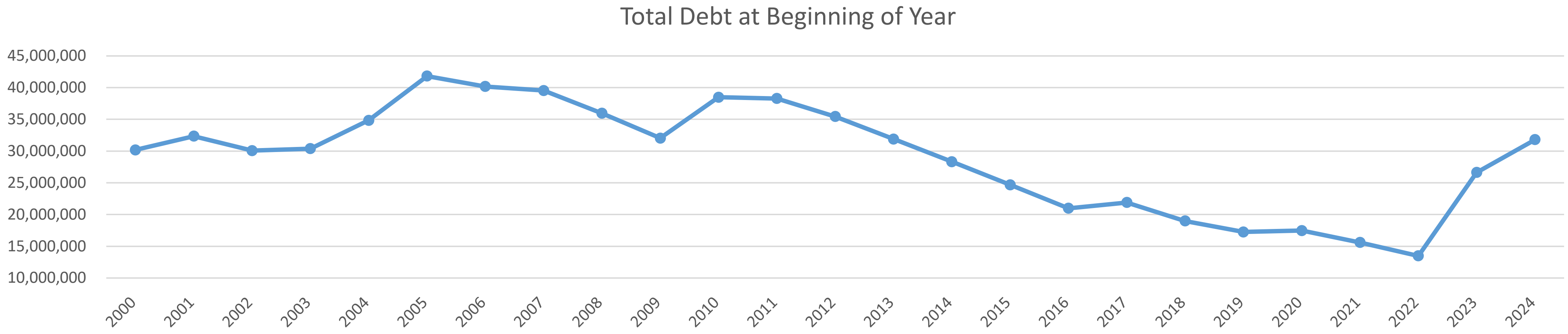
Budget Overview – Projected Expenditures

- Total Estimated Expenditures: $92,173,077
  - ✓ 2023 Original Budget: $87,464,426
  - ✓ 2022 Original Budget: $81,671,919
  - ✓ 2021 Original Budget: $74,443,893
- General Fund: $36,793,191
  - ✓ 2023 Original Budget: $34,645,662
  - ✓ 2022 Original Budget: $32,237,375
  - ✓ 2021 Original Budget : $29,424,115
- Growth Rates
  - ✓ 15-Year Growth Rate: 3.99% | 2.54%
  - ✓ 10-Year Growth Rate: 3.00% | 3.31%
  - ✓ 5-Year Growth Rate: 5.07% | 4.96%



Budget Overview – Debt

- Total Debt Outstanding: $31.8 million
  - ✓ Short-Term Debt: $5.3 million
  - ✓ Long-Term Debt: $26.5 million
- Bond Rating Aa1
- 2024 Activity
  - ✓ Principal payments: $2,291,468
  - ✓ Interest payments: $543,603
- Primary Debt Funding Sources
  - ✓ Street Improvement Fund (401) – $3.8 M | 11.82
  - ✓ Capital Improvement Fund (402) – $2.2 M | 7.02
  - ✓ Water Revenue Fund (601) – $13.1 M | 41.15%
  - ✓ Sewer Revenue Fund (620) – $6.1 M | 19.22%
  - ✓ Special Assessments (501) – $0.16 M | 0.49%



FAIRFIELD
OHIO

City Council / Mayor's Office / Law Department

City Council & Mayor

$271,188 – 7.44%

- Funding Source
  - ✓ General Fund
- Expenditures
  - ✓ City Council - $250,864
    - Personnel – Up 7.89%
    - Non-Personnel – No Change
  - ✓ Mayor - $20,324
    - Personnel – No Change
    - Non-Personnel – No Change

Law Department

$589,690 – 1.00%

- Funding Source
  - ✓ General Fund
- Expenditures
  - ✓ Personnel – No Change
  - ✓ Non-Personnel – Up 1.00%

FAIRFIELD
OHIO

General Services

General Services

$5,852,507 – 2.73%

- Funding Sources
  - ✓ General Fund
- Expenditures
  - ✓ Personnel- Up 1.32%
  - ✓ Non-Personnel-Up 2.67%

FAIRFIELD

OHIO

Administration

Administration

- Funding Source
  - ✓ General Fund

		2024 Dept Proposed	2023 Original	% Δ
100 (GENERAL FUND) - 120 (CITY MANAGER)	Personnel	655,235	619,059	5.84%
	Other	39,950	38,450	3.90%
100 (GENERAL FUND) - 145 (HUMAN RESOURCES)	Personnel	345,020	267,484	28.99%
	Other	155,950	154,800	0.74%
100 (GENERAL FUND) - 213 (INFORMATION TECHNOLOGY)	Personnel	632,055	589,753	7.17%
	Other	95,450	86,050	10.92%
CITY MANAGER'S OFFICE	**Personnel**	**1,632,310**	**1,476,296**	**10.57%**
	Other	**291,350**	**279,300**	**4.31%**
		1,923,660	**1,755,596**	**9.57%**

FAIRFIELD
OHIO

Finance

Finance

- Funding Sources
  - ✓ General Fund
  - ✓ Enterprise Fund(s)

		2024 Dept Proposed	2023 Original	% Δ
100 (GENERAL FUND) - 210 (FINANCE ADM & ACCOUNTING)	Personnel	731,245	715,827	2.15%
	Other	30,645	35,245	-13.05%
100 (GENERAL FUND) - 211 (INCOME TAX)	Personnel	778,335	639,071	21.79%
	Other	111,000	103,000	7.77%
601 (WATER REVENUE) - 212 (UTILITY COLLECTION)	Personnel	196,770	207,696	-5.26%
	Other	168,825	159,488	5.85%
620 (SEWER REVENUE) - 212 (UTILITY COLLECTION)	Personnel	160,990	169,933	-5.26%
	Other	2,105,575	2,052,313	2.59%
FINANCE	**Personnel**	**1,867,340**	**1,732,527**	**7.78%**
	Other	**2,416,045**	**2,350,046**	**2.81%**
		4,283,385	**4,082,573**	**4.92%**

Finance

- Funding Sources
  - ✓Trust & Agency Funds

		2024 Dept Proposed	2023 Original	% Δ
707 (WEST CHESTER JEDD I) - 211 (INCOME TAX)	Other	2,230,000	2,040,601	9.28%
606 (WATER GUARANTEED TRUST) - 212 (UTILITY COLLECTION)	Other	65,000	65,000	0.00%
630 (SOLID WASTE MANAGEMENT) - 630 (SOLID WASTE MANAGEMENT)	Other	2,750,000	2,634,190	4.39%

Development Services

Development Services

- Funding Source
  - ✓ General Fund

		2024 Dept Proposed	2023 Original	% Δ
100 (GENERAL FUND) - 150 (PLANNING & ECONOMIC DEVL)	Personnel	602,650	573,202	5.13%
	Other	61,000	61,000	0%
100 (GENERAL FUND) - 155 (BUILDING AND ZONING INSPECTION)	Personnel	908,737	818,747	10.99%
	Other	104,190	99,230	4.99%
DEVELOPMENT SERVICES	**Personnel**	**1,511,387**	**1,391,949**	**8.58%**
	Other	**165,190**	**160,230**	**3.09%**
		1,676,577	**1,552,179**	**8.01%**

FAIRFIELD
FIRE DEPARTMENT

Fire

- Funding Source
  - ✓ Fire Levy Fund (Special Revenue)

		2024 Dept Proposed	2023 Original	% Δ
203 (FIRE LEVY) - 320 (FIRE/EMS OPERATIONS)	Personnel	10,778,881	10,150,434	6.19%
	Other	1,275,124	1,151,389	10.75%
		12,054,055	**11,301,823**	**6.66%**

FAIRFIELD

POLICE DEPARTMENT

Police

- Funding Sources
  - ✓ General Fund

		2024 Dept Proposed	2023 Original	% Δ
100 (GENERAL FUND) - 310 (POLICE)	Personnel	14,460,520	13,897,565	4.05%
	Other	1,404,800	1,104,800	27.15%
100 (GENERAL FUND) - 316 (JUSTICE CENTER)	Personnel	-	-	0.00%
	Other	1,098,000	989,000	11.02%
POLICE	**Personnel**	**14,460,520**	**13,897,565**	**4.05%**
	Other	**2,502,800**	**2,093,800**	**19.53%**
		16,963,320	**15,991,365**	**6.08%**

Police

- **Funding Sources**
  - ✓ Special Revenue Funds

		2024 Dept Proposed	2023 Original	% Δ
211 (LAW ENFORCEMENT) - 310 (POLICE)	Other	31,000	30,000	3.33%
213 (LAW ENFORCEMENT & EDU) - 310 (POLICE)	Other	30,000	30,000	0.00%
215 (LOCAL LAW ENFORCE BLOCK) - 310 (POLICE)	Other	-	-	0.00%

FAIRFIELD
OHIO

City Council Resolution
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Resolution to Adopt 2023 Butler County Hazard Mitigation Plan Update

Legislation Title:
Resolution to Adopt 2023 Butler County Hazard Mitigation Plan

Recommendation:
It is recommended that City Council pass a resolution to adopt Butler County's Hazard Mitigation Plan.

Background/Synopsis:

It is necessary for City Council to adopt the County's Hazard Mitigation Plan in order to be eligible for certain federal funding and to support the Butler County Emergency Management Agency's planning efforts.

Butler County has developed an updated Hazard Mitigation Plan for 2023. These updates are done on a five-year cycle and the City of Fairfield adopted the updated plan in 2018.

The plan development was funded through a grant from the Federal Emergency Management Agency (FEMA) and public meetings were held to gather input from community officials and Butler County residents. The plan has been approved by FEMA and will be adopted by Butler County and a plan needs to be adopted by all of the incorporated areas within the county. It is in the best interests of the City to adopt the County plan rather than maintain an independent City plan.

One of the requirements of past grant agreements between the City of Fairfield and FEMA is that the City adopt the County's Hazard Mitigation Plan prior to spending federal funds. It is a federal requirement that the City have a plan in place through the creation of an independent plan or the adoption of the County plan.

This is necessary step for any future mitigation funding that the City may pursue.

Financial Impact:

None.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. City of Fairfield Resolution
2. 2023 Hazard Mitigation Plan Update Summary
3. Butler Cty 2023 Hazard Mitigaiton Plan-Res

Butler County 2023 Hazard Mitigation Plan
Municipal Adoption Resolution

Resolution No. ___________________
[CITY OF FAIRFIELD], Butler County, Ohio

WHEREAS, *the [CITY OF FAIRFIELD],* Butler County, Ohio is most vulnerable to natural hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, *the [CITY OF FAIRFIELD]* acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Butler County 2023 Hazard Mitigation Plan has been developed by the Butler County Emergency Management Agency in cooperation with other county departments, and officials and citizens of *the [CITY OF FAIRFIELD],* and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Butler County 2023 Hazard Mitigation Plan, and

WHEREAS, the Butler County 2023 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for *the [CITY OF FAIRFIELD]:*

- The Butler County 2023 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of *the [CITY OF FAIRFIELD]* and

- The respective officials and agencies identified in the implementation strategy of the Butler County 2023 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this __________ day of _________________, 2023

ATTEST: ______________________________

[CITY OF FAIRFIELD]

By _________________________________

By _________________________________

By _________________________________

Hazard Mitigation Plan Update Summary

Background Information	
What is the Butler County Hazard Mitigation Plan Update?	The Butler County Hazard Mitigation Plan update is a required update to the Butler County Hazard Mitigation Plan. The plan is required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended by the Disaster Mitigation Act of 2000. Each jurisdiction is required to have adopted a plan and the plan is required to be updated every five (5) years.
What is the purpose of the plan?	The purpose of the Butler County Hazard Mitigation Plan is to identify hazard mitigation activities within the county which could lessen or remove fully the impacts of natural disasters. The plan is intended to guide mitigation activities within the county. Additionally, only projects listed within the Butler County Hazard Mitigation Plan will be eligible for FEMA Hazard Mitigation grants. Non-FEMA funds may be used for future mitigation projects regardless of whether or not they are identified in the plan.
Who is required to adopt a local hazard mitigation plan?	Each jurisdiction is required to adopt and maintain a local hazard mitigation plan to remain in compliance with the Disaster Mitigation Act of 2000. This can be achieved through adoption of the County plan or through the development of their own local plan. Cities and villages are required to adopt a plan or develop their own, and are additionally required to have at least one (1) identified mitigation action for their community included in the plan. Unincorporated areas, such as townships, are included in the County plan adoption.

What are the benefits of developing and adopting the Butler County Hazard Mitigation plan?	There are several benefits to adopting the Butler County Hazard Mitigation plan. These include:
	• Communities remain in compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act and are thus eligible for federal disaster relief funds.
	• Projects identified in the plan may be eligible for FEMA Building Resilient Infrastructure and Communities grants. These include:
	    o Potential hazard mitigation funds following a Presidential major disaster declaration.
	    o Potential hazard mitigation funds prior to a Presidential major disaster declaration.
	    o Potential hazard mitigation funds specifically for flood-prone structures focused on reducing or eliminating claims under the National Flood Insurance Program (NFIP).
	• Adoption of the Butler County Hazard Mitigation plan saves the local jurisdiction money by fulfilling the requirement without having to undergo the costly plan development process.
	• Allows citizens to be eligible for direct application grants, such as the Ohio Safe Room Rebate Program (Tornado Safe Rooms).

Hazard Identification and Risk Analysis (HIRA)	Part of the Butler County Hazard Mitigation plan update is the development of a Hazard Identification and Risk Analysis (HIRA). The HIRA is used to rank the hazards which may impact Butler County. To develop the HIRA, Butler County used surveys provided to first responders, county and jurisdictional administrators, and community partners to identify what hazards they felt were the most concerning. Every jurisdiction in Butler County participated in the development of the HIRA. A full list of participants is located in the plan, beginning on page 24.

	The surveys provided resulted the following HIRA for Butler County:
	1. Natural Hazards
	    1. Severe Thunderstorms
	    2. Extreme Temperatures
	    3. Severe Winter Storms
	    4. Drought
	    5. Earthquakes
	    6. Tornadoes
	    7. Dam/Levee Failures
	    8. Flooding
	    9. Health-related Emergencies*
	2. Man-made Hazards
	    1. Hazardous Materials Incidents*
	*denotes hazard is a new addition to the Butler County HIRA

Contact Information	For more information regarding the Butler County Hazard Mitigation Plan Update, please contact Butler County EMA Director Jim Bolen.
	• Jim Bolen
	    o Email – BolenJA@ButlerCountyOhio.org
	    o Phone – (513) 795-2999

RESOLUTION NO. ___________

RESOLUTION TO ADOPT THE BUTLER COUNTY 2023 HAZARD MITIGATION PLAN.

WHEREAS, the City of Fairfield, Butler County, Ohio is most vulnerable to natural hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, the City of Fairfield acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Butler County 2023 Hazard Mitigation Plan has been developed by the Butler County Emergency Management Agency in cooperation with other county departments, and officials and citizens of the City of Fairfield, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Butler County 2023 Hazard Mitigation Plan, and

WHEREAS, the Butler County 2023 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural hazards that face the County and its municipal governments.

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

Section 1. The Butler County 2023 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the City of Fairfield.

Section 2. The respective officials and agencies identified in the implementation strategy of the Butler County 2023 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

Section 3. This Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Butler Cty 2023 Hazard Mitigation Plan-Res

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Chris Hacker,
Submitting Department: Finance

Subject:
Amendments to the Codified Ordinance Section 181 – Income Tax

Legislation Title:
Ordinance to amend Chapter 181, Income Tax, Sections 181.062, 181.094, and 181.10 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Recommendation:
It is recommended that City Council adopt the changes to Section 181 - Income Tax, as submitted.

Background/Synopsis:
The State of Ohio has passed several pieces of legislation in House Bill 33 requiring the change of Chapter 718 of the ORC. To remain in compliance with the State of Ohio laws, these changes have been incorporated into the income tax ordinance (Chapter 181) of the City of Fairfield.

Legislation passed and incorporated into the income tax ordinance includes:

- Limitations of late filing penalties which may be imposed on a taxpayer;
- Requirement to waive late filing penalties for first-time filing parties;
- Additional one (1) month extension for any business with a federal extension;
- Requirement to notify the State Tax Commissioner of any change in the local income tax rate;
- Limitations on inquiries and/or notices sent to those subjected to a filing extension;
- Allows for businesses which offer remote work opportunities for employees to use a modified apportionment formula (beginning Tax Year 2024).

Financial Impact:
This amendment to Chapter 181 will have no financial impact to the City.

Emergency Provision Explanation:
N/A

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Chapter 181 Income Tax-Ord
2. Chapter 181 Income Tax-Ex A

ORDINANCE NO. __________

ORDINANCE TO AMEND CHAPTER 181, INCOME TAX, SECTIONS 181.062, 181.094 AND 181.10 OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO.

WHEREAS, the Home Rule Amendment of the Ohio Constitution, Article XVIII, Section 3, provides that "Municipalities shall have authority to exercise all powers of local self-government" and the municipal taxing power is one of such powers of local self-government delegated by the people of the State to the people of municipalities; and

WHEREAS, Article XIII, Section 6 of the Ohio Constitution provides that the General Assembly may restrict a municipalities power of taxation to the extent necessary to prevent abuse of such power, and Article XVIII, Section 13 of the Ohio Constitution states that "laws may be passed to limit the powers of municipalities to levy taxes and incur debts for local purposes;" and

WHEREAS, the City income tax ordinance is in need of amendment to clarify its provisions and assure compliance with Chapter 718 of the Ohio Revised Code.

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

Section 1. Chapter 181, Income Tax, Sections 181.062, 181.094 and 181.10, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, are hereby amended to read as follows:

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

Section 2. Existing Chapter 181 and previous versions of Chapter 181, Income Tax, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, are specifically not repealed and shall remain in effect for tax years prior to 2024 as they currently apply. Existing Chapter 181 and any other previous versions of Chapter 181 which were not repealed shall not be included in the Codified Ordinances publication but will be made available on the City's website as necessary for prior tax filings for previous years.

Section 3. 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\2023\Chapter 181 Income Tax-Ord

EXHIBIT "A"

181.062 NET PROFIT; INCOME SUBJECT TO NET PROFIT TAX; ALTERNATIVE APPORTIONMENT.

This section applies to any taxpayer engaged in a business or profession in the Municipality unless the taxpayer is an individual who resides in the Municipality or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745 of the Ohio Revised Code.

(A) Except as otherwise provided in division**S** (B) **AND (J)** of this section, net profit from a business or profession conducted both within and without the boundaries of the Municipality shall be considered as having a taxable situs in the Municipality for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(1) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in the Municipality during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(2) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in the Municipality to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 181.052 of this Chapter;

(3) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in the Municipality to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(B) (1) If the apportionment factors described in division (A) of this section do not fairly represent the extent of a taxpayer's business activity in the Municipality, the taxpayer may request, or the Tax Administrator of the Municipality may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

(a) Separate accounting;

(b) The exclusion of one or more of the factors;

(c) The inclusion of one or more additional factors that would provide for a fairer apportionment of the income of the taxpayer to the Municipality;

(d) A modification of one or more of the factors.

(2) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by division (A) of Section 181.19 of this Chapter.

(3) A Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (B)(1) of this section only by issuing an assessment to the taxpayer within the period prescribed by division (A) of Section 181.19 of this Chapter.

(4) Nothing in division (B) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by a Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(C) As used in division (A)(2) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(1) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

(a) The employer;

(b) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

(c) A vendor, customer, client, or patient of a person described in division (C)(1)(b) of this section, or a related member of such a vendor, customer, client, or patient.

(2) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(3) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (C)(1) or (2) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If a Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(D) For tax years beginning on and after January 1, 2018, for the purposes of division (A)(3) of this section**, AND EXCEPT AS PROVIDED IN DIVISION (J) OF THIS SECTION,** receipts from sales and rentals made and services performed shall be sitused to a municipal corporation as follows:

(1) Gross receipts from the sale of tangible personal property shall be sitused to the municipal corporation only if, regardless of where title passes, the property meets either of the following criteria:

(a) The property is shipped to or delivered within the municipal corporation from a stock of goods located within the municipal corporation.

(b) The property is delivered within the municipal corporation from a location outside the municipal corporation, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within such municipal corporation and the sales result from such solicitation or promotion.

(2) Gross receipts from the sale of services shall be sitused to the municipal corporation to the extent that such services are performed in the municipal corporation.

(3) To the extent included in income, gross receipts from the sale of real property located in the municipal corporation shall be sitused to the municipal corporation.

(4) To the extent included in income, gross receipts from rents and royalties from real property located in the municipal corporation shall be sitused to the municipal corporation.

(5) Gross receipts from rents and royalties from tangible personal property shall be sitused to the municipal corporation based upon the extent to which the tangible personal property is used in the municipal corporation.

(E) For tax years beginning prior to January 1, 2018, for the purposes of division (A)(3) of this section, receipts from sales and rentals made and services performed shall be sitused to a municipal corporation as follows:

(1) Gross receipts from the sale of tangible personal property shall be sitused to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in a municipal corporation if, regardless of where title passes, the property meets any of the following criteria:

(a) The property is shipped to or delivered within the municipal corporation from a stock of goods located within the municipal corporation.

(b) The property is delivered within the municipal corporation from a location outside the municipal corporation, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within such municipal corporation and the sales result from such solicitation or promotion.

(c) The property is shipped from a place within the municipal corporation to purchasers outside the municipal corporation, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

(2) Gross receipts from the sale of services shall be sitused to the municipal corporation to the extent that such services are performed in the municipal corporation.

(3) To the extent included in income, gross receipts from the sale of real property located in the municipal corporation shall be sitused to the municipal corporation.

(4) To the extent included in income, gross receipts from rents and royalties from real property located in the municipal corporation shall be sitused to the municipal corporation.

(5) Gross receipts from rents and royalties from tangible personal property shall be sitused to the municipal corporation based upon the extent to which the tangible personal property is used in the municipal corporation.

(F) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual or by a disregarded entity owned by the individual shall be subject to tax only by the municipal corporation in which the property generating the net profit is located and the municipal corporation in which the individual taxpayer that receives the net profit resides.

A municipal corporation shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit sitused under this division to the municipal corporation in which the property is located.

(G) (1) Except as provided in division (G)(2) of this section, commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be sitused to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to a municipal corporation based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the municipal corporation to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(2) An individual who is a resident of a municipal corporation that imposes a municipal income tax shall report the individual's net profit from all real estate activity on the individual's annual tax return for that municipal corporation. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such credit is allowed under Section 181.081 of this Chapter.

(H) If, in computing a taxpayer's adjusted federal taxable income, the taxpayer deducted any amount with respect to a stock option granted to an employee, and if the employee is not required to include in the employee's income any such amount or a portion thereof because it is exempted from taxation under divisions (18)(L) and (49)(A)(iv) of Section 181.03 of this Chapter, by a municipal corporation to which the taxpayer has apportioned a portion of its net profit, the taxpayer shall add the amount that is exempt from taxation to the taxpayer's net profit that was apportioned to that municipal corporation. In no case shall a taxpayer be required to add to its net profit that was apportioned to that municipal corporation any amount other than the amount upon which the employee would be required to pay tax were the amount related to the stock option not exempted from taxation.

This division applies solely for the purpose of making an adjustment to the amount of a taxpayer's net profit that was apportioned to a municipal corporation under this section.

(I) When calculating the ratios described in division (A) of this section for the purposes of that division or division (B) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(J) (1) AS USED IN THIS DIVISION:

(a) "QUALIFYING REMOTE EMPLOYEE OR OWNER" MEANS AN INDIVIDUAL WHO IS AN EMPLOYEE OF A TAXPAYER OR WHO IS A PARTNER OR MEMBER HOLDING AN OWNERSHIP INTEREST IN A TAXPAYER THAT IS TREATED AS A PARTNERSHIP FOR FEDERAL INCOME TAX PURPOSES, PROVIDED THAT THE INDIVIDUAL MEETS BOTH OF THE FOLLOWING CRITERIA:

(i) THE TAXPAYER HAS ASSIGNED THE INDIVIDUAL TO A QUALIFYING REPORTING LOCATION.

(ii) THE INDIVIDUAL IS PERMITTED OR REQUIRED TO PERFORM SERVICES FOR THE TAXPAYER AT A QUALIFYING REMOTE WORK LOCATION.

(b) "QUALIFYING REMOTE WORK LOCATION" MEANS A PERMANENT OR TEMPORARY LOCATION AT WHICH AN EMPLOYEE OR OWNER CHOOSES OR IS REQUIRED TO PERFORM SERVICES FOR THE TAXPAYER, OTHER THAN A REPORTING LOCATION OF THE TAXPAYER OR ANY OTHER LOCATION OWNED OR CONTROLLED BY A CUSTOMER OR CLIENT OF THE TAXPAYER. "QUALIFYING REMOTE WORK LOCATION" MAY INCLUDE THE RESIDENCE OF AN EMPLOYEE OR OWNER AND MAY BE

LOCATED OUTSIDE OF A MUNICIPAL CORPORATION THAT IMPOSES AN INCOME TAX IN ACCORDANCE WITH THIS CHAPTER. AN EMPLOYEE OR OWNER MAY HAVE MORE THAN ONE QUALIFYING REMOTE WORK LOCATION DURING A TAXABLE YEAR.

(c) "REPORTING LOCATION" MEANS EITHER OF THE FOLLOWING:

(i) A PERMANENT OR TEMPORARY PLACE OF DOING BUSINESS, SUCH AS AN OFFICE, WAREHOUSE, STOREFRONT, CONSTRUCTION SITE, OR SIMILAR LOCATION, THAT IS OWNED OR CONTROLLED DIRECTLY OR INDIRECTLY BY THE TAXPAYER;

(ii) ANY LOCATION IN THIS STATE OWNED OR CONTROLLED BY A CUSTOMER OR CLIENT OF THE TAXPAYER, PROVIDED THAT THE TAXPAYER IS REQUIRED TO WITHHOLD TAXES UNDER SECTION D OF THIS CHAPTER, ON QUALIFYING WAGES PAID TO AN EMPLOYEE FOR THE PERFORMANCE OF PERSONAL SERVICES AT THAT LOCATION.

(d) "QUALIFYING REPORTING LOCATION" MEANS ONE OF THE FOLLOWING:

(i) THE REPORTING LOCATION IN THIS STATE AT WHICH AN EMPLOYEE OR OWNER PERFORMS SERVICES FOR THE TAXPAYER ON A REGULAR OR PERIODIC BASIS DURING THE TAXABLE YEAR;

(ii) IF NO REPORTING LOCATION EXISTS IN THIS STATE FOR AN EMPLOYEE OR OWNER UNDER DIVISION (J)(1)(d)(i) OF THIS SECTION, THE REPORTING LOCATION IN THIS STATE AT WHICH THE EMPLOYEE'S OR OWNER'S SUPERVISOR REGULARLY OR PERIODICALLY REPORTS DURING THE TAXABLE YEAR;

(iii) IF NO REPORTING LOCATION EXISTS IN THIS STATE FOR AN EMPLOYEE OR OWNER UNDER DIVISION (J)(1)(d)(i) OR (ii) OF THIS SECTION, THE LOCATION THAT THE TAXPAYER OTHERWISE ASSIGNS AS THE EMPLOYEE'S OR OWNER'S QUALIFYING REPORTING LOCATION, PROVIDED THE ASSIGNMENT IS MADE IN GOOD FAITH AND IS RECORDED AND MAINTAINED IN THE TAXPAYER'S BUSINESS RECORDS. A TAXPAYER MAY CHANGE THE QUALIFYING REPORTING LOCATION DESIGNATED FOR AN EMPLOYEE OR OWNER UNDER THIS DIVISION AT ANY TIME.

(2) FOR TAX YEARS ENDING ON OR AFTER DECEMBER 31, 2023, A TAXPAYER MAY ELECT TO APPLY THE PROVISIONS OF THIS DIVISION TO THE APPORTIONMENT OF ITS NET PROFIT FROM A BUSINESS OR PROFESSION. FOR TAXPAYERS THAT MAKE THIS ELECTION, THE PROVISIONS OF SECTION 181.062 APPLY TO SUCH APPORTIONMENT EXCEPT AS OTHERWISE PROVIDED IN THIS DIVISION.

A TAXPAYER SHALL MAKE THE ELECTION ALLOWED UNDER THIS DIVISION IN WRITING ON OR WITH THE TAXPAYER'S NET PROFIT RETURN OR, IF APPLICABLE, A TIMELY FILED AMENDED NET PROFIT RETURN OR A TIMELY FILED APPEAL OF AN ASSESSMENT. THE ELECTION APPLIES TO THE TAXABLE YEAR FOR WHICH THAT RETURN OR APPEAL IS FILED AND FOR ALL SUBSEQUENT TAXABLE YEARS, UNTIL THE TAXPAYER REVOKES THE ELECTION.

THE TAXPAYER SHALL MAKE THE INITIAL ELECTION WITH THE TAX ADMINISTRATOR OF EACH MUNICIPAL CORPORATION WITH WHICH, AFTER

APPLYING THE APPORTIONMENT PROVISIONS AUTHORIZED IN THIS DIVISION, THE TAXPAYER IS REQUIRED TO FILE A NET PROFIT TAX RETURN FOR THAT TAXABLE YEAR. A TAXPAYER SHALL NOT BE REQUIRED TO NOTIFY THE TAX ADMINISTRATOR OF A MUNICIPAL CORPORATION IN WHICH A QUALIFYING REMOTE EMPLOYEE'S OR OWNER'S QUALIFYING REMOTE WORK LOCATION IS LOCATED, UNLESS THE TAXPAYER IS OTHERWISE REQUIRED TO FILE A NET PROFIT RETURN WITH THAT MUNICIPAL CORPORATION DUE TO BUSINESS OPERATIONS THAT ARE UNRELATED TO THE EMPLOYEE'S OR OWNER'S ACTIVITY AT THE QUALIFYING REMOTE WORK LOCATION.

AFTER THE TAXPAYER MAKES THE INITIAL ELECTION, THE ELECTION APPLIES TO EVERY MUNICIPAL CORPORATION IN WHICH THE TAXPAYER CONDUCTS BUSINESS. THE TAXPAYER SHALL NOT BE REQUIRED TO FILE A NET PROFIT RETURN WITH A MUNICIPAL CORPORATION SOLELY BECAUSE A QUALIFYING REMOTE EMPLOYEE'S OR OWNER'S QUALIFYING REMOTE WORK LOCATION IS LOCATED IN SUCH MUNICIPAL CORPORATION.

NOTHING IN THIS DIVISION PROHIBITS A TAXPAYER FROM MAKING A NEW ELECTION UNDER THIS DIVISION AFTER PROPERLY REVOKING A PRIOR ELECTION.

(3) FOR THE PURPOSE OF CALCULATING THE RATIOS DESCRIBED IN DIVISION (A) OF THIS SECTION, ALL OF THE FOLLOWING APPLY TO A TAXPAYER THAT HAS MADE THE ELECTION DESCRIBED IN DIVISION (J)(2):

(a) FOR THE PURPOSE OF DIVISION (A)(1) OF THIS SECTION, THE AVERAGE ORIGINAL COST OF ANY TANGIBLE PERSONAL PROPERTY USED BY A QUALIFYING REMOTE EMPLOYEE OR OWNER AT THAT INDIVIDUAL'S QUALIFYING REMOTE WORK LOCATION SHALL BE SITUSED TO THAT INDIVIDUAL'S QUALIFYING REPORTING LOCATION.

(b) FOR THE PURPOSE OF DIVISION (A)(2) OF THIS SECTION, ANY WAGES, SALARIES, AND OTHER COMPENSATION PAID DURING THE TAXABLE PERIOD TO A QUALIFYING REMOTE EMPLOYEE OR OWNER FOR SERVICES PERFORMED AT THAT INDIVIDUAL'S QUALIFYING REMOTE WORK LOCATION SHALL BE SITUSED TO THAT INDIVIDUAL'S QUALIFYING REPORTING LOCATION.

(c) FOR THE PURPOSE OF DIVISION (A)(3) OF THIS SECTION, AND NOTWITHSTANDING DIVISION (D) OF THIS SECTION, ANY GROSS RECEIPTS OF THE BUSINESS OR PROFESSION FROM SERVICES PERFORMED DURING THE TAXABLE PERIOD BY A QUALIFYING REMOTE EMPLOYEE OR OWNER FOR SERVICES PERFORMED AT THAT INDIVIDUAL'S QUALIFYING REMOTE WORK LOCATION SHALL BE SITUSED TO THAT INDIVIDUAL'S QUALIFYING REPORTING LOCATION.

(4) NOTHING IN THIS DIVISION PREVENTS A TAXPAYER FROM REQUESTING, OR A TAX ADMINISTRATOR FROM REQUIRING, THAT THE TAXPAYER USE, WITH RESPECT TO ALL OR A PORTION OF THE INCOME OF THE TAXPAYER, AN ALTERNATIVE APPORTIONMENT METHOD AS DESCRIBED IN DIVISION (B) OF THIS SECTION. HOWEVER, A TAX ADMINISTRATOR SHALL NOT REQUIRE AN ALTERNATIVE APPORTIONMENT METHOD IN SUCH A MANNER THAT IT WOULD REQUIRE A TAXPAYER TO FILE A NET PROFIT RETURN WITH A MUNICIPAL CORPORATION SOLELY BECAUSE A QUALIFYING REMOTE EMPLOYEE'S OR

OWNER'S QUALIFYING REMOTE WORK LOCATION IS LOCATED IN THAT MUNICIPAL CORPORATION.

(5) EXCEPT AS OTHERWISE PROVIDED IN THIS DIVISION, NOTHING IN THIS DIVISION IS INTENDED TO AFFECT THE WITHHOLDING OF TAXES ON QUALIFYING WAGES PURSUANT TO SECTION 181.51 OF THIS CHAPTER.

181.094 EXTENSION OF TIME TO FILE

(A) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the fifteenth day of the tenth month after the last day of the taxable year to which the return relates. **FOR TAX YEARS ENDING ON OR AFTER JANUARY 1, 2023, THE EXTENDED DUE DATE OF THE MUNICIPALITY'S INCOME TAX RETURN FOR A TAXPAYER THAT IS NOT AN INDIVIDUAL SHALL BE THE 15TH DAY OF THE ELEVENTH MONTH AFTER THE LAST DAY OF THE TAXABLE YEAR TO WHICH THE RETURN RELATES.**

[No further changes until paragraph (F).]

(F) IF A TAXPAYER RECEIVES AN EXTENSION FOR THE FILING OF A MUNICIPAL INCOME TAX RETURN UNDER DIVISION (A),(C), OR (E) OF THIS SECTION, THE TAX ADMINISTRATOR SHALL NOT MAKE ANY INQUIRY OR SEND ANY NOTICE TO THE TAXPAYER WITH REGARD TO THE RETURN ON OR BEFORE THE DATE THE TAXPAYER FILES THE RETURN OR ON OR BEFORE THE EXTENDED DUE DATE TO FILE THE RETURN, WHICHEVER OCCURS FIRST.

IF A TAX ADMINISTRATOR VIOLATES DIVISION (F) OF THIS SECTION, THE MUNICIPAL CORPORATION SHALL REIMBURSE THE TAXPAYER FOR ANY REASONABLE COSTS INCURRED TO RESPOND TO SUCH INQUIRY OR NOTICE, UP TO $150.

DIVISION (F) OF THIS SECTION DOES NOT APPLY TO AN EXTENSION RECEIVED UNDER DIVISION (A) OR (C) OF THIS SECTION IF THE TAX ADMINISTRATOR HAS ACTUAL KNOWLEDGE THAT THE TAXPAYER FAILED TO FILE FOR A FEDERAL EXTENSION AS REQUIRED TO RECEIVE THE EXTENSION UNDER DIVISION (A) OF THIS SECTION OR FAILED TO FILE FOR AN EXTENSION UNDER DIVISION (C) OF THIS SECTION.

181.10 PENALTY, INTEREST, FEES, AND CHARGES.

[No changes until paragraph (C).]

(C) The Municipality shall impose on a taxpayer, employer, any agent of the employer, and any other payer, and will attempt to collect, the interest amounts and penalties prescribed in this section when the taxpayer, employer, any agent of the employer, or any other payer for any reason fails, in whole or in part, to make to the Municipality timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the Municipality any return required to be filed.

(1) Interest shall be imposed at the rate defined as "interest rate as described in division (A) of this section", per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.

(2) With respect to unpaid income tax and unpaid estimated income tax, a penalty equal to fifteen percent of the amount not timely paid shall be imposed.

(3) With respect to any unpaid withholding tax, a penalty equal to fifty percent of the amount not timely paid shall be imposed for penalties imposed prior to September 29, 2017 and a penalty not exceeding fifty percent of the amount not timely paid shall be imposed for penalties imposed thereafter.

(4) **(a) FOR TAX YEARS ENDING ON OR BEFORE DECEMBER 31, 2022, W**ith

respect to returns other than estimated income tax returns, the Municipality shall impose a monthly penalty of twenty-five dollars for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed a total of one hundred fifty dollars for each failure to timely file a return.

(b) **FOR TAX YEARS ENDING ON OR AFTER JANUARY 1, 2023, WITH RESPECT TO RETURNS OTHER THAN ESTIMATED INCOME TAX RETURNS, THE MUNICIPALITY MAY IMPOSE A PENALTY NOT EXCEEDING $25 FOR EACH FAILURE TO TIMELY FILE EACH RETURN, REGARDLESS OF THE LIABILITY SHOWN THEREON, EXCEPT THAT MUNICIPALITY SHALL ABATE OR REFUND THE PENALTY ASSESSED ON A TAXPAYER'S FIRST FAILURE TO TIMELY FILE A RETURN AFTER THE TAXPAYER FILES THAT RETURN.**

(D) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not impose, seek to collect, or collect any penalty, amount of interest, charges or additional fees not described in this section.

(E) With respect to income taxes, estimated income taxes, withholding taxes, and returns, not described in division (A) of this section, the Municipality shall not refund or credit any penalty, amount of interest, charges, or additional fees that were properly imposed or collected before January 1, 2016.

[No further changes to this section.]

City Council Action Item
Regular Meeting - November 13, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
2023 Boards/Commissions Appointments

Legislation Title:
Simple Motion: Motion to approve the following 2023 Boards/Commissions Appointments: Mark Mesisklis - Environmental Commission (term expires 3/31/26) Donna Faulk - Environmental Commission (term expires 3/31/26)

Recommendation:
It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective April 1, 2023**:

Mark Mesisklis - Environmental Commission (term expires 3/31/26)
Donna Faulk - Environmental Commission (term expires 3/31/26)

Background/Synopsis: Each year on March 31, positions become available on Fairfield's various boards and commissions due to expiring terms of office. Advertising for the March 31 vacancies began on December 6, 2022 and concluded on January 13, 2023. Parks and Recreation Board recommended the appointments to Cultural Arts Advisory Commission and Environmental Commission.

Rule Suspension Requested:

Emergency Provision Needed:

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City Council Action Item
Regular Meeting - November 13, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Butler County TID Appointments

Legislation Title:
Simple Motion: Motion to re-appoint Ben Mann and Don Hassler to the Butler County Transportation Improvement District effective November 13, 2023 and expiring November 13, 2025.

Recommendation:
It is recommended that City Council, via simple motion, appoint Don Hassler and Public Works Director Ben Mann, to the Butler County Transportation Improvement District for terms of office commencing November 13, 2023 and expiring on November 13, 2025.

Background/Synopsis: The City of Fairfield is represented by two members of the community who serve as members of the Butler County Transportation Improvement District. The terms of office for the two current members, Don Hassler and Public Works Director Ben Mann expire effective October 12, 2023 and it is necessary for Council to fill these positions.

Rule Suspension Requested:

Emergency Provision Needed:

City Council Resolution
Regular Meeting - November 13, 2023

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

Subject:
Revised Tax Incentive Guidelines

Legislation Title:
Resolution adopting the 2023 revised edition of the City of Fairfield Tax Incentive Guidelines, establishing policies and procedures for tax incentive programs, and superseding all previous tax incentive guideline documents and policies.

Recommendation:
It is recommended that City Council approve this resolution to adopt the revised Tax Incentive Guidelines.

Background/Synopsis:
The Ohio Constitution and Ohio Revised Code (ORC) empower the City to create and offer programs that foster economic growth by attracting investment and job growth in the community. The City has used tax incentives, such Community Reinvestment Area (CRA) and Enterprise Zone (EZ) programs, for several decades to support and attract economic development projects. These projects have driven job growth at both midsize and large employers, including ART Metals, Calvary Industries, Standex Electronics, Pacific Manufacturing, Koch Foods, and Cincinnati Financial Corporation.

The Fairfield City School District (FCSD) is an important partner in the City's economic development efforts as CRA and EZ incentives impact property tax revenues resulting from the renovation of existing or construction of new buildings. In the early 2000s, the City and FCSD established tax incentive guidelines to establish a framework for City staff to negotiate and propose tax incentives to Fairfield City Council and the FCSD Board of Education. These guidelines have proven to be a successful model to structuring local economic development incentives while maintaining a positive working relationship between the City and FCSD.

City staff has identified the need to revised and update the tax incentive guidelines. The goals of the update include: 1) revising investment and payroll expectations for CRA and EZ incentives to reflect inflation and wage growth, 2) revising CRA policies in response to ORC changes effective in April 2023, 3) establishing a framework for speculative and redevelopment CRA projects, and 4) creating an income tax incentive program for projects that cannot benefit from a CRA or EZ incentive.

The income tax incentive program, to be known as the Job Creation Incentive (JCI), would provide a grant payment to companies that create new jobs with a minimum of $1.5 million in annual net payroll within the City. This new incentive is proposed to reflect changing needs in the community. CRA and EZ incentives can only provide a tax abatement against the value of a new building or increase value of a renovated building. As Fairfield has a decreasing number of greenfield sites available for new development, backfilling existing buildings has become a more critical economic development need. City staff studied income tax incentive programs established by other Ohio jurisdictions to determine best practices for implementation of the JCI program in Fairfield.

The Revised 2023 Tax Incentive Guidelines document was presented to the FCSD Board of Education on November 2, 2023. The Board will consider adoption of a resolution adopting the sections of the document pertaining to CRA and EZ programs at its November 16, 2023 meeting.

Approval of this resolution by Fairfield City Council will adopt the Revised 2023 document and permit City staff to utilize the new guidelines when considering and negotiating economic development incentives.

Financial Impact:
Adoption of the revised Tax Incentive Guidelines does not establish any tax or other financial incentives. Individual projects seeking incentives under these guidelines will be reviewed and require approval by Fairfield City Council.

Emergency Provision Explanation:
N/A

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. City of Fairfield Tax Incentive Guidelines Revisions - Proposed November 2023
2. Tax Incentive Guidelines 2023-Res

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City of Fairfield Tax Incentive Guidelines

Revised 2023 ***PROPOSED November 2023***

I. INTRODUCTION & PURPOSE

a. The City of Fairfield welcomes new business investment, job creation and retention, and revitalization in our community. These guidelines are intended to serve as a tool for City staff to evaluate, negotiate, and recommend tax incentives to Fairfield City Council and/or the Board of Education of the Fairfield City School District.

b. The purpose of the City's tax incentives programs is to foster private investment that produces the following outcomes:

   i. Creation and retention of quality job opportunities;
   ii. Attraction of new business investments;
   iii. Growth of the tax base to support quality public services and schools;
   iv. Enhancement of quality of life amenities; and
   v. Revitalization and activation of underutilized properties and districts.

c. These guidelines provide guidance for three tax incentive programs:

   i. **Community Reinvestment Area (CRA)**: Authorized by Ohio Revised Code (ORC) Section 3735, the CRA program enables the City to provide a real property tax abatement for entities investing in real estate improvements (e.g. new construction or renovation of an existing building). The City has three designated CRA areas in which projects may be considered. Guidance specific to this program is provided in Section III of these guidelines.

   ii. **Enterprise Zone (EZ)**: Authorized by ORC Section 5709, the EZ program enables the City to provide a real or personal property tax abatement for entities investing in real estate and/or capital improvements. The City has one designated EZ area in which projects may be considered. Projects within this EZ area must be approved by the Butler County Board of Commissioners. By practice, the City traditionally recommends use of the CRA program if both programs are available to a project. Some projects may receive a greater benefit from the EZ program (e.g. environmentally contaminated sites). In these cases, the City will evaluate and administer EZ projects following the applicable guidance provided for CRAs in Section III of these guidelines as well as applicable EZ statutory requirements.

iii. **Job Creation Incentive (JCI)**: The JCI program provides a grant for entities creating new jobs in the City. This program can be applied within any area of the City. Guidance specific to this program is provided in Section IV of these guidelines.

II. PROJECT ELIGIBILITY

a. **Major Factor and Retroactivity:** Tax incentive programs will only be offered when absolutely necessary to bring about an investment. In order to demonstrate that the incentive is a major factor in the entity's decision to pursue the project, no incentives shall be made available after the investment is underway (e.g. construction has begun on a building improvement). In order to qualify to receive a tax incentive, the investment must take place subsequent to approval by Fairfield City Council. Project planning and engineering may be completed concurrent with the application and approval process for incentives.

b. **Eligible Project End Uses:** The City will consider tax incentive support for specific end uses. Eligibility does not guarantee an incentive will be offered.
   i. Industrial
      - Manufacturing
      - Distribution and Logistics
      - Research and Development
   ii. Office
   iii. Retail
   iv. Residential

c. **Eligible Investment:** The City will consider tax incentive support for applicants committing to make a substantial investment in the community. For the purposes of these guidelines, eligible investment includes land or building acquisition, building improvement or construction, machinery & equipment, and fixtures & equipment.

d. **Good Standing:** The City will only consider tax incentive support for applicants and related entities that are in full compliance with all applicable building, zoning, and development regulations. Additionally, any applicant or related entity must be current on local income and property tax payments.

e. **Good Corporate Citizen:** Any entity receiving a tax incentive is expected to maintain itself as a good corporate citizen by being a member of the Fairfield Chamber of Commerce and/or contributing to other civic or social organizations that enhance the quality of life in the community. Good corporate citizenship includes maintaining a positive relationship with the local school districts and remaining in good standing with local, state, and federal laws and taxes throughout the term of any tax incentives.

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III. COMMUNITY REINVESTMENT AREA (CRA) GUIDELINES

a. **CRA Program:** The CRA program enables the City to provide a real property tax abatement for entities investing in real estate improvements. Generally, state law only permits abatement of taxes on new real estate value gained from new construction, renovation, or expansion of a building. The taxable value of an existing building is therefore not eligible for abatement.

b. **Investment and Job Requirements:** The primary determinants that the City will consider when offering a CRA tax abatement include the total project investment and the resulting impact on job creation, job retention, and total annual payroll.

c. **Industrial and Office Projects:** Projects that involve the construction of a new building, the expansion of an existing building, or the rehabilitation of an existing building for an industrial or office end use will generally be evaluated using the scale shown in Table 1 to determine eligibility and an abatement rate and term. The scale is based on the project metrics of investment, job creation/retention, and payroll. For rehabilitation projects, the City may consider increasing the rate or term should the estimated new real estate value gained not generate a significant incentive, as estimated and determined by program staff.

TABLE 1

Investment	Jobs Created and/or Retained	Annual Payroll	Maximum Rate	Maximum Term
$ 2,500,000	25	$1,250,000	45%	4 years
$ 5,000,000	50	$2,500,000	55%	6 years
$ 7,500,000	75	$3,750,000	65%	8 years
$ 10,000,000	100	$5,000,000	75%	10 years

d. **Speculative Industrial and Office Projects:** Speculative projects are defined as projects without identified tenants prior to construction, meaning that job creation, job retention, and/or payroll impacts are estimated. As a general rule, the City does not provide incentives for speculative projects with an industrial or office end use. However, the City may consider support for speculative projects that:

   i. Develop sites challenged by topography, wetlands, floodplains, environmental contamination, or other development hurdles;
   ii. Improve surrounding roadway, pedestrian, utility, and/or other infrastructure over and above the standard expectation of a real estate development; and/or
   iii. Demonstrate the need for a CRA abatement to attract high-quality tenants to the site upon project completion.

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For speculative industrial and office projects, the City will determine an income tax revenue target based on the square footage of the project. A typical revenue target for speculative projects is based on income tax resulting from one job per 2,000 square feet of building space with a specific annual payroll per job. Speculative projects are also subject to an impact fee paid at approval of any CRA tax abatement.

e. **Redevelopment Projects:** Projects for any eligible end use that will redevelop a property that has previously been developed may also be evaluated on other factors. Although investment, job creation, job retention, and payroll remain important factors, the City may also support redevelopment projects that accomplish the following additional goals:

   i. Removal of blight and/or reactivation of underutilized properties;
   ii. Addition of unique quality of life amenities for residents; and/or
   iii. Activation of prioritized commercial districts and corridors.

   For redevelopment projects, the City will consider known development obstacles, documented project funding gaps, other public support for the project, and other related factors to determine eligibility and an abatement rate and term.

f. **School Compensation:** The Fairfield City School District and Butler Tech are important partners in the City's economic development efforts. All CRA tax abatement projects are required to make an annual compensation payment to the affected school districts to offset a portion of the property tax abated. Generally, this payment amount shall equal approximately one-third of the taxes abated. Program staff will estimate these payments during the application and negotiation process so that the applicant can understand the effective abatement value.

   <u>Example School Compensation Payment Calculation:</u>

Property tax abatement	= 75% of taxes due
Fairfield City Schools payment	= 32% of taxes abated
Butler Tech payment	= 1% of taxes abated
Effective tax abatement value	**= ~50% of taxes due**

g. **Application and Negotiation:** Applicants must submit a formal application on a prescribed form provided by and returned to the City's Development Services Department. Upon receipt of an application, the Department will review the proposed project and these guidelines in consultation with City administration and the Fairfield City School District. Each tax incentive will be negotiated on a case-by-case basis. Compliance with these guidelines does not guarantee an offer of any kind or the rate and term that may be offered. Abatement rates and terms exceeding those shown in Table 1 will be granted only in limited circumstances when an extraordinary investment, payroll, or other community impact will result from the project.

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h. **Approval and Agreements:** Once the applicant has accepted a proposal from the City for a CRA tax abatement, the City will submit the proposal for approval by Fairfield City Council. As required under state law, the City will provide formal notice to the Fairfield City School District and Butler Tech. The notice to Fairfield City Schools will include a request for the Board of Education to approve a school compensation agreement. Should the project relocate jobs from another community in the State of Ohio to Fairfield, the City will also provide notice to the affected community. Approval of the CRA tax abatement will only be effective after the Board of Education of the Fairfield City School District has approved the school compensation agreement, Fairfield City Council has approved the CRA tax abatement, and all parties have executed the CRA agreement and school compensation agreement.

i. **Tax Incentive Review Council (TIRC):** Pursuant to state law, a TIRC has been established to annually monitor compliance with the terms and conditions of any CRA property tax agreements. The Development Services Department will administer an annual reporting process, collecting investment, job, and payroll data from all entities with agreements active in the previous calendar year. The Department will submit this information to the Ohio Department of Development and TIRC. The TIRC will review the information and make a recommendation to continue, modify, or terminate each active agreement. Fairfield City Council may choose to act upon a recommendation to modify or terminate an agreement.

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IV. JOB CREATION INCENTIVE (JCI) GUIDELINES

a. **JCI Program:** The JCI program enables the City to provide a grant for entities that create new jobs in the City. Generally, the City will only consider use of this program for projects that are not viable for a CRA or EZ tax abatement because the new jobs will be created within an existing building for which a property tax abatement would not generate significant value. The JCI program will only be considered for projects with an industrial or office end use.

b. **Investment and Job Requirements:** The primary determinants that the City will consider when offering a JCI grant include the total project investment and the total net annual payroll for work performed in the City. The City will use the scale shown in Table 2 when evaluating projects for eligibility and establishing an incentive rate and term. Investment associated with the project should generally meet or exceed the potential estimated incentive value.

TABLE 2

Net Annual Payroll	Net Withholdings	Maximum Rate	Maximum Term*
$ 1,500,000	$22,500	30%	6 years
$ 3,000,000	$45,000	32%	6 years
$ 4,500,000	$67,500	34%	8 years
$ 6,000,000	$90,000	36%	8 years
$ 8,000,000	$120,500	38%	10 years
$ 10,000,000	$150,000	40%	10 years

*****If the applicant is leasing space, the term may be no longer than two years less than the lease term. For example, if an applicant proposes to create $3,000,000 in new payroll in space leased for five (5) years, the maximum grant term would be three (3) years; if the same applicant proposed a ten (10) year lease, the maximum grant term would be six (6) years per the maximum term shown in Table 2.

c. **Application and Negotiation:** Applicants must submit a formal application on a prescribed form provided by and returned to the City's Development Services Department. Upon receipt of an application, the Department will review the proposed project and these guidelines in consultation with City administration. Each incentive will be negotiated on a case-by-case basis. Compliance with these guidelines does not guarantee an offer of any kind or the maximum rate and term. Incentive rate and terms exceeding those shown in Table 2 will be granted only in limited circumstances when an extraordinary investment, payroll, or other community impact will result from the project. The City may consider an annual grant cap for projects exceeding $20,000,000 in payroll.

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d. **Approval and Agreement:** Once the applicant has accepted a proposal from the City for a JCI grant, the City will submit the proposal for approval by Fairfield City Council. Should the project relocate jobs from another community in the State of Ohio, the City will provide notice to the affected community. Approval of the JCI grant is only effective after Fairfield City Council has approved a JCI agreement and all parties have executed the JCI agreement.

e. **Reporting and Grant Payments:** The Development Services Department will administer an annual reporting process, collecting investment, job, and income tax withholdings data from all entities with agreements active in the previous year. The Department will verify the withholdings data with the City's Income Tax Division and determine the annual net withholdings income tax received by the City after subtracting any employee refunds (e.g. refunds for employees working off-site). The City will, subject to the annual appropriation of funds by Fairfield City Council, issue a grant payment based on the approved rate multiplied by the net withholdings.

RESOLUTION NO. ____________

RESOLUTION ADOPTING THE 2023 REVISED EDITION OF THE CITY OF FAIRFIELD TAX INCENTIVE GUIDELINES, ESTABLISHING POLICIES AND PROCEDURES FOR TAX INCENTIVE PROGRAMS AND SUPERSEDING ALL PREVIOUS TAX INCENTIVE GUIDELINE DOCUMENTS AND POLICIES.

WHEREAS, the City Council has previously adopted Tax Incentive Guidelines to support economic development projects; and

WHEREAS, the Tax Incentive Guidelines are in need of amendment and updating.

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

Section 1. The revised 2023 City of Fairfield Tax Incentive Guidelines, a copy of which is on file in the office of the Clerk of Council and incorporated herein by reference, are hereby approved and adopted. All previous tax incentive guideline documents and policies are superceded.

Section 2. This Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Tax Incentive Guidelines 2023-Res

City Council Ordinance

Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Engineering Appropriation for Lower Harbin Park Area

Legislation Title:
Ordinance to authorize the City Manager to execute a contract change order with Human Nature, Inc. for engineering for the Lower Harbin Park Area and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for additional funding for engineering for Human Nature and their subconsultant team to develop plans for the lower Harbin Park area.

The original scope developed last year for Upper Harbin Park was for a playground and splash pad. The project is being expanded to include the lower Harbin activity area; replacing shelters, adding a retention lake, a replacement restroom, and other potential amenities as detailed in the Harbin Park master plan when appropriate.

Some conceptual design is required in order to ensure that the project is consistent with the master plan for Harbin and the desires of the community. Final design plans will take place in the spring under a second part to this contract to be agreed upon once the conceptual plans are approved. The intent being to begin construction next summer and fall after the upper Harbin area has been completed and is open to the public. Construction is likely to be completed next fall with every effort being made to keep as much of the park open and usable to the public as possible.

Attached is a detailed explanation of the contract addendum.

This engineering funding is programmed in the current 2023-2027 CIP as 3PW50.

Financial Impact:

$46,640.00 from the Park Development Fund.

Emergency Provision Explanation:

An emergency provision with rules suspension is being requested so that we can begin design work yet this year in order to make engineering and budgeting decisions for the next phase and accelerate the next phase of construction as much as is practicable.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. 2023 Lower Harbin_Pre-Design Proposal_Human Nature
2. Human Nature-Ord

HUMAN NATURE

October 19, 2023

Ben Mann
Director of Public Works
City of Fairfield
8870 N Gilmore Rd
Fairfield, OH 45014

Re: Lower Harbin Park

Ben,
We are pleased to submit this proposal for the predesign phase of Lower Harbin Park improvements. We appreciate your confidence in us to assist you with continued design services for this next phase, building from the successful partnership with the Harbin Park Playground and Sprayground. We understand this scope of work to be pre-design to study the feasibility and requirements necessary to develop a retention pond to capture the stormwater of recent improvements to Harbin Park. This scope will also provide preliminary site design to create an inviting, safe and connected environment of amenities in Lower Harbin Park. In addition, this scope will look at replacing the existing shelters, restroom building, small play amenities at the shelters, and provide connective paths to access the new shelters, restroom, existing basketball courts and tennis courts and new retention pond as a feature.

We have once again asked Arcadis (formerly IBI Group) to join us as civil engineer to provide retention pond feasibility research, survey (if-needed), grading, storm drainage and site utility design. VET will team with us again to provide architectural concept design for the new shelters and restroom. We will also partner with Frondorf & Associates for cost estimating to establish a rough order of magnitude based on the pre-design results.

We understand this pre-design phase will be a starting point to help define the implementation phase that will follow and that right now this proposal and scope is only for pre-design services. Please find our complete proposal attached to this letter. As we move into the implementation phase, the design team will expand to include mechanical and plumbing services for the restroom building and may change project lead designer to IBI Group, pending the balance of site scope and engineering scope approved in the pre-design phase but the continuity of the design team that you see will not change.

Thank you once again for the opportunity to work with the City of Fairfield on such an exciting project. We look forward to collaborating with you again. Shall this quote be acceptable, we would begin once a signed agreement is authorized.

Respectfully submitted,

Gary R. Wolnitzek PLA
Co-Founder, Human Nature, Inc.

990 St. Paul Dr., Cincinnati, Ohio 45206, P: 513.281.2211, www.humannature.cc

HUMAN NATURE

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of October 19, 2023, is between **City of Fairfield Public Works (Client)**, 8870 N Gilmore Rd, Fairfield, OH 45014 and **Human Nature Inc. (Landscape Architect)**, 990 St. Paul Drive, Cincinnati, OH 45206 for the following Project: **Lower Harbin Park improvements.**

Landscape Architect Team includes:

- Arcadis (formerly IBI Group) – Civil engineer
- VET – architect
- Frondorf & Associates – cost estimating

Article 1 Landscape Architect's Basic and Additional Services
Landscape Architectural design services as set forth more fully herein shall be for the area of work described below:
Lower Harbin Park from pickleball courts to the north, property line at Civitan property to the east, property line to the south, disc golf parking lot to the west.

Landscape Architect's Basic Services are:

- **Pre-Design** including exploration of site design, connectivity and layout; research of stream and retention pond size and requirements; shelter and restroom architectural studies.
- It is understood that this is preliminary design scope and the deliverable will be conceptual and require further development and detailing before construction (under separate scope)

Task 1.0: Conceptual Design

1.1 Project Administration/Team Coordination

Landscape Architect will coordinate with the Owner and Design Team throughout Pre-Design Services. Landscape Architect will participate in up to three (3) meetings with the Owner and Design Team at regular intervals throughout the Pre-Design schedule. Meetings will be held virtual on a web-conferencing service or in-person as needed to effectively communicate the agenda.

1.2 Conceptual Design

Design Team, led by Landscape Architect, will explore conceptual alternatives for the shelter, site layout of shelters, connections, and amenities. In addition, there will be research performed for the new retention lake feasibility and size to be incorporated in the site concept alternatives.

The conceptual design will be reviewed and approved by the Client then an approved conceptual direction incorporated into a CAD base. The CAD base will be developed on the survey/base information provided by Client and will provide a deeper level of accuracy from the conceptual exploration drawings/sketches.

Drawings will be developed to a preliminary level of detail to help inform an order of magnitude cost, included in this scope, for the proposed improvements. Information on the drawings will include pavement types, general layout and sizes, shelter locations and sizes, site amenities and lake size. Images may be included to help communicate intent.

The lake study will include the following:

- Use GIS and field survey of the Civitan drive and pipe and other critical features (full topo survey not included)
- Conceptualize lake size upstream from Civitan property
- Review options for the land/water interface to make lake "more natural" edge condition than a typical stormwater retention pond to make it a feature
- Perform stormwater analysis with City of Fairfield requirements for stormwater management, including effects of larger storms
- Conceptualize outlet control structure and overflow
- Conceptual earthwork analysis
- Review ODNR dam safety requirements and prepare preliminary dam classification (dam breach analysis not included)
- Calculate conceptual quantities of earthwork for estimator
- Review existing ravine and provide an opinion on likely USACE designation of the ravine
- Prepare summary of permitting options and timelines based on likely designation

A report memo on the lake study will be provided as part of the Pre-Design scope of service.

Basic Services General Terms

Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services could include but are not limited to: 3D video fly-throughs; documents beyond Conceptual Design, such as Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration.

Other specifically excluded services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following:

- Soils and materials below planting soils
- Subsurface conditions, including the suitability of any soils for construction and other geotechnical considerations
- Soil issues (including suitability for plant material, soil content, level of compaction)
- Waterproofing and drainage for subsurface structures
- Lighting
- Signage, environmental graphics, and donor acknowledgement
- Security

- Foundations
- Tasks not listed in this scope of work

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession for like professionals practicing in the greater Cincinnati area.

Article 2 Client's Responsibilities

A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
B. Client shall furnish the services of the following consultants: geotechnical engineer, civil engineer, structural engineer, mechanical/electrical engineer.
C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions and will indemnify, defend and hold Landscape Architect harmless as to same.
D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule and Project Budget

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The current schedule as provided by Client is:
    - Pre-Design: October 2023-December 2023
    - Future Implementation Design Services: January-June 2024
    - Bidding anticipated for June or July 2024

   The above schedule assumes that base data and digital files (AutoCAD) will be provided in a timely manner in order to perform this scope of work with professional care. Base data includes but not limited to: site layout; roadway; curb lines; and building footprints. The above schedule also assumes the Client will make timely decisions that impact design and drawings.

B. As of the date of this Agreement, Client's Project budget is $1M-$1.5M for the overall project. Part of the Pre-Design scope is to provide confirmation of that budget with the order of magnitude cost. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

Article 4 Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services: Landscape Architect is providing a lump sum fee based on the scope of work described in Article 1.A. Landscape Architect's estimated fee for labor is as follows:

Consultant	Fee
Human Nature	$13,000
Arcadis	$25,000
VET Architecture	$3,200
Frondorf & Associates (cost estimating)	$5,440
Total	$46,640

2. This estimate is based on the Basic Services outlined in Article 1 and data that is available at this time. This agreement is based on Landscape Architect's standard hourly rates. Landscape Architect reserves the right to adjust the fee based on additional information, scope changes, and schedule requirements/changes.

3. Additional Services: hourly based on Landscape Architect's hourly rates in the chart below.

	Hourly Rate			Hourly Rate
Principal	$205		Planner	$115
Senior Project Manager	$155		Modeling	$105
Project Manager	$135		Draftsperson	$95
Senior Landscape Architect	$125		Clerical	$85
Landscape Architect	$115			

B. Reimbursable Expenses are excluded from the basic services fee and will be billed at-cost. Reimbursable expenses include but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; mileage; parking; authorized travel.

C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to three percent (3%) of any outstanding balance due per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 5 Termination

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred or accrued up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally. If mediation proves unsuccessful, either party may pursue litigation in the Hamilton County Court of Common Please. Nothing in this Agreement shall alter, limit or impair any Landscape Architect's rights under Ohio statutory law including but not limited to those related to the filing of mechanic's liens.

Article 7 Use and Ownership of Landscape Architect's Documents

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect requests due credit be given in any use of the design work by others. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions

A. This Agreement is governed by the law of the State of Ohio.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's grossly negligent errors.

G. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring any and all contractors on this project and its/their subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

I. No waiver by either party of any default or breach of any covenant set forth hereunder shall be inferred from any omission by said party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and thane said waiver shall be operative only to the time and to the extent therein stated.

J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

K. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

L. If this Agreement is not signed and returned to Landscape Architect within thirty (30) days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

M. Risk Allocation:

Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client.

Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability as described below. Client further acknowledges that were it not for this agreement to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.

Client, therefore, acknowledging it has had ample opportunity to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages of any kind whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Landscape Architect's negligence, errors, (whether willful or otherwise), omissions (whether willful or otherwise), or breach of contract, shall not exceed two times the total compensation actually received by Landscape Architect under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties. This limitation of liability would apply to any indemnity obligation that may be owed to the Client.

LANDSCAPE ARCHITECT:	CLIENT:
HUMAN NATURE, INC., an Ohio corporation	City of Fairfield
By:	By:
Printed Name: Gary Wolnitzek	Printed Name:
Its: Principal/Co-Founder	Its:
Date: 10.19.2023	Date:

ORDINANCE NO. ___________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT CHANGE ORDER WITH HUMAN NATURE, INC. FOR ENGINEERING FOR THE LOWER HARBIN PARK AREA AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a contract change order with Human Nature, Inc. for engineering for the Lower Harbin Park Area in accordance with the contract change order on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that design work begin yet this year in order to make engineering and budgeting decisions for the next phase; 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\2023\Human Nature-Ord

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Contract with Moody's of Dayton for water supply well completion

Legislation Title:
Ordinance to authorize the City Manager to enter into a contract with Moody's of Dayton Inc. for the completion of a new raw water supply well at the City's Water Treatment Plant and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the City Manager to enter into a contract with Moody's of Dayton Inc. and appropriate funding in the amount of $595,000.00 for the completion of a new raw water supply well at the City's Water Treatment Plant. Rules suspension is requested in order to expedite the project.

Background/Synopsis:

The City's Water Division owns and operates six (6) raw water supply wells. These wells supply all the water to the Water Treatment Plant.

Well #3, the City's oldest supply well in operation (50+ years old), needs to be abandoned due to structural issues and sub-surface problems. In 2022, the City applied to Ohio EPA and received approval to install a new raw water supply well in the same general vicinity as Well #3, to eventually replace Well #3. As part of this application and permitting process, the City also requested that the new well be a higher-capacity well. Ohio EPA approved this request, and authorized the installation of the new well with a planned daily yield of 3,960,000 gallons (2750 GPM). This higher approved yield gives the City an additional ~1,500,000 gallons per day of water supply available to the Water Treatment Plant. This additional supply volume is important because Public Utility Officials plan to have the Water Treatment Plant rerated in the future to increase the overall plant capacity as needed to serve the continued commercial and residential water demand and growth throughout the City.

Prior to abandoning Well #3, the Water Division needs to have this new well – called "Well 3-R" – drilled and constructed and put into service. In early 2023 Well 3-R was drilled and flow-tested; this completed the first phase of the project. The second phase of the project now needed includes but is not limited to:

- Installation of well pump and motor;
- Installation of underground water main piping, including a new valve vault;
- Installation of electric, controls, and instrumentation;

- Related site improvements, including concrete pad work and mounting stand for controls; and,
- Abandonment of existing Well #3.

This project was prepared for formal competitive bidding, with 2 bids received on October 30, 2023. Staff recommends that the bid be awarded to Moody's of Dayton Inc., Miamisburg, Ohio, as supplier of the lowest and best bids. Bids are summarized on the attached sheet. A contractual appropriation with contingency is requested in the amount of $595,000.00.

Financial Impact:

A contractual appropriation is requested for Moody's of Dayton Inc. in the amount of $595,000.00, including minor contingency.

Funding for this project is included in the approved 2023-2027 Capital Improvement Program (CIP), under 3WT21 – 'New Production Well'. The primary funding source is 605 – Water Surplus.

Additional funding for the project will be redirected from the following funds, as needed:
3WT04 – Pump Overhaul / Replacement (604)
3WT05 – Replace Major Process Equipment (604)
3WT10 – Small Water Line Improvements (605)
3WT12 – Water Tower Maintenance (604)
3WT13 – Water Computer Modeling (407)
3WT17 – Automatic Meter Reading (604)
3WT20 – County Interconnect (407)
3WT22 – SCADA Integration (605)

Emergency Provision Explanation:

Emergency provision is requested as the new well is part of the City's critical water infrastructure – which impacts water supply quality, and human health and safety. The new well is also a critical component within the water treatment operation providing system redundancy and resilience.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Well 3R bids_10302023
2. Moodys-Ord

City of Fairfield, Ohio
Bid Opening - Results

Project(s): Well 3R
Project Estimate: $510,000.00
Date: October 30, 2023 3:00 PM (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Base Bid	Bid Security	Non-Collusion Affidavit	PP Taxes Affidavit
Moody's of Dayton Inc **4359 Infirmary Rd** **Miamisburg, OH 45342** **(937) 859-4482**	**$560,000.00**	**Yes - Bond**	**Yes**	**Yes**
National Water Services LLC **PO Box 230** **Paoli, IN 47454** **(812) 723-2108**	**$724,427.00**	**Yes - Bond**	**Yes**	**Yes**

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

ORDINANCE NO. ___________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE COMPLETION OF A NEW RAW WATER SUPPLY WELL AT THE CITY'S WATER TREATMENT PLANT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Moody's of Dayton, Inc. for the completion of a new raw water sewer supply well at the City's Water Treatment Plant in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that additional water well capacity be available 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.

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Moodys-Ord

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Design for Minor Widening of Winton Road – Resor to Oak Tree

Legislation Title:
Ordinance to authorize the City Manager to enter into a contract with Choice One Engineering for engineering services needed for Winton Road Improvements Project – Resor to Oak Tree

Recommendation:
It is recommended that the City Council authorize an appropriation of $64,800.00 be made from the Street Fund and that Council authorize the City Manager to enter into a contract with Choice One Engineering for the engineering services needed to perform the Winton Road Improvements - Resor to Oak Tree.

Background/Synopsis:

Choice One will complete the final design and cost estimates for an improvement to widen Winton Road to three lanes between Resor Road and Oak Tree Drive. Choice One will survey the area and review and develop a preferred alternative with assistance from City staff. The existing configuration north of Oak Tree Drive is three lanes with a Two Way Center Left Turn Lane and staff believes it would be a benefit to the travelling public if the center turn lane was continued south to the left turn lane at the signalized intersection of Winton and Resor.

The engineering is scheduled in the existing Capital Improvement Program for 2023 as 3PW32. It is recommended that this be engineered this year to allow for budgeting of this work in the future Capital Improvement Program and for potential State funding, should the funding become available.

The design also allows for widening on Winton Road for continuation of a center two-way left turn lane. This section of improved roadway will be approximately 1500 feet long.

This project will improve safety and mitigate delay by allowing left turning vehicles to be in a dedicated turn lane. It will also allow room for vehicles to move to the right for emergency vehicles which are prevalent on this major route towards Mercy Hospital.

Staff reviewed qualifications from Choice One, IBI, American Structurepoint, Fishbeck, LJB, and Strand Associates to perform the necessary engineering work. Choice One was considered the best qualified firm for this professional service. They have performed well for the design of a variety of engineering projects for the City over the last several years and it was in the City's interest to select them for this important project.

Financial Impact:

$64,800.00 from the Street Fund for Choice One Engineering.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. 2023-09-22_AgreementWinton - Choice One
2. Choice One Engineering-Ord

Choice One Engineering

Date
September 22, 2023

Attention
Nick Dill, P.E.
City Engineer
ndill@fairfield-city.org

Address
City of Fairfield
8870 N. Gilmore Road
Fairfield, OH 45014

Subject
Agreement for Professional Services
Winton Road Widening (Resor to Oaktree)
BUT-FAI-2310

Dear Mr. Dill:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Winton Road Widening Project.

This Agreement is by and between the City of Fairfield, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of four pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

City of Fairfield

Authorized Signature

Date

Choice One Engineering Corporation

Nicholas J. Selhorst

Nicholas J. Selhorst, P.E., Project Manager

9/22/2023

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the widening of Winton Road between Resor Road and Oaktree Drive in Fairfield, Ohio.

Project Details

- See attached exhibit for exact project area.
- Existing two-lane section will be widened to be three 10' lanes with 2' shoulders and 30" Fairfield standard roll curb. Full new typical section will be 39' back of curb to back of curb.
- A two-way left turn lane (TWLTL) will be striped as part of the new typical section. Left turn lane for southbound traffic at Resor will remain as it is.
- It is unknown which side of the roadway the widening will be done. Choice One's first submittal will show options for widening all on east side, split evenly between each side, or a combination of both. A meeting and field walk with the City will be done after this submittal. This will be the "50%" submittal.
- The intent is to save the existing sidewalk wherever possible.
- Drive culverts will be removed and drive aprons repaired with in-kind material. New storm sewer will be installed along the roadway because of the addition of curb and will tie into existing outlets in various locations. Inlet spacing and storm sewer capacity calculations will be done by Choice One.
- Existing profile will be followed as much as possible. The intent is not to reconstruct the entire roadway. Pavement will be milled/filled 1.5" and re-striped within the widening areas.
- Posted speed is 35 mph. Design speed will be 40 mph.
- Signs will be replaced along the project route.
- City to provide geotechnical report separately if desired.
- The intersection of Winton and Resor will not be modified. Project will start on the north end of the curb radii at this intersection.
- Curb ramps will be replaced only at Winton and Oaktree Drive as necessary to accommodate the new widened section.
- Plans will be designed to ODOT and City of Fairfield standards.
- A topographic survey will be performed by Choice One for the entirety of the project.
- Maintenance of traffic will be handled with general notes and ODOT standard drawings. No detour should be needed as one lane of traffic should stay open during construction. Short closures may be necessary for various reasons. Local traffic maintained.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary.
- Design will be done in 2023-2024 with construction taking place in 2025 most likely.
- No R/W plans or easement legals/exhibits are included in this scope at this time.
- Public bidding procedures and daily construction observation will be handled by City staff. A construction administration phase for Choice One to assist with some items during construction is included in this scope.
- Choice One will review all shop drawings if requested under the construction administration phase.

Project Services

1. **Topographic Survey**
    a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
    b. Perform necessary deed and plat research.
    c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
    d. Field reconnaissance and traverse of existing monumentation.
    e. Identify visible features from 20' beyond right-of-way for both sides including utilities and drainage.
    f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
    g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
    h. Locate underground utilities as marked by the appropriate utility companies.
    i. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily available information.
    j. Provide one (1) foot contour intervals.
    k. Completed topographic survey shall be provided in AutoCAD format.
2. **Construction Plans**
    a. Design construction plans to include:
        i. Title Sheet
        ii. Schematic Plan
        iii. Typical Sections
        iv. General Notes and Details
        v. Intersection Details, including curb ramp blow up details.
        vi. Quantity Summary and Engineer's Estimate
        vii. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
        viii. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
        ix. Maintenance of Traffic Notes and Standard Drawings
        x. Pavement Markings and Signage Plan
    b. No EPA permits will be needed as part of this project.
    c. Submit 50% plans with widening options, 95% plans for final review, and final plans.
    d. Field walk project area with City staff at 50% plan review stage.
    e. Provide Engineer's Estimate at 95% plans and final plans.
    f. Storm sewer calculations
    g. Utility coordination
3. **Construction Administration Services**
    a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
        i. Attend preconstruction meeting and provide minutes to attendees.
        ii. Administrate plan interpretation for contractor and Client during construction, as required.
        iii. Attend meetings or visit the construction site at the request of the Client with contractor.
        iv. Review and approve pay requests.
        v. Process necessary change orders.
        vi. Review site/civil shop drawings.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Sanitary Sewer Design
2. Waterline Design
3. Construction Layout Staking
4. Easement and Right-of-Way Plats or Descriptions
5. Construction Bidding Procedures
6. Record Drawings

Client Responsibilities

- Payment of all related fees.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	$11,700.00
Construction Plans	$53,100.00
Total	**$64,800.00**
Construction Administration Services	*Hourly Upon Request*

Schedule

Choice One will have the construction plans completed by August 2024 assuming that we receive a signed agreement by November 15, 2023.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.


topographic survey limits
Oaktree Dr
Fairfield Community Church
Winton Rd
Fairfield Violin Lessons
Mt Vernon Dr
Brockton Dr
Valley Forge Dr
Williamsburg Way
Sigmon
Barkley Ct
Reswin Dr
Resor Rd
Resor Rd
Google Earth
700 ft
N

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to $50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: $1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate
- Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: $2,000,000 per claim and $2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

ORDINANCE NO. __________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR ENGINEERING SERVICES NEEDED FOR WINTON ROAD IMPROVEMENTS PROJECT-RESOR TO OAK TREE.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Choice One Engineering for engineering services needed for Winton Road Improvements Project-Resor to Oak Tree in accordance with the contract on file in the office of the City Manager.

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

Passed ____________________ ______________________________
Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended ______________

Second Reading ____________________

Third Reading ____________________

ATTEST:

____
Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Choice One Engineering-Ord

City Council Resolution
Regular Meeting - November 13, 2023

Submitted by: Chris Hacker,
Submitting Department: Finance

Subject:
Establishing the Fairfield Township JEDD Fund

Legislation Title:
Resolution establishing a Fairfield Township/City of Fairfield Joint Economic Development District (JEDD) Fund and declaring an emergency.

Recommendation:
It is necessary for City Council to pass a resolution in order to establish a Fairfield Township JEDD Fund in order to account for all revenue and expenditures generated by the Fairfield Township-City of Fairfield Joint Economic Development District.

Background/Synopsis:
The City of Fairfield hereby establishes the following fund:
Fairfield Township JEDD Fund

These funds are established to account for all revenues and expenditures generated by the Fairfield Township-City of Fairfield Joint Economic Development District.

Financial Impact:
None at this time

Emergency Provision Explanation:
This Resolution is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City to proceed to with the collection and distribution of income tax monies generated as soon as possible and without delay; wherefore, this Resolution shall take effect immediately upon its passage.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Fairfield Township JEDD-Res

RESOLUTION NO. ___________

RESOLUTION ESTABLISHING THE FAIRFIELD TOWNSHIP/CITY OF FAIRFIELD JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) FUND AND DECLARING AN EMERGENCY.

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

Section 1. The Fairfield Township/City of Fairfield Joint Economic Development District (JEDD) fund is hereby established in order to receive and disburse all revenues and expenditures from the Fairfield Township/City of Fairfield Joint Economic Development District (JEDD).

Section 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the fund be established for the receipt and disbursement of revenues as funds become available; wherefore, this Resolution shall take effect immediately upon its passage.

Passed ____________________ ________________________________
Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended _________________

Second Reading ____________________ Emergency _________________

Third Reading ____________________

ATTEST:

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Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Fairfield Township JEDD-Res

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Carol Mayhall,
Submitting Department: City Manager's Office

Subject:
Health Flexibile Spending Account Ordinance

Legislation Title:
Ordinance to authorize the City Manager to execute an administrative service agreement with Chard Snyder & Associates, LLC to offer a Health Flexible Spending Account plan option to City of Fairfield employees and declaring an emergency.

Recommendation:
It is recommended that Council approve the City Manager entering into an agreement with Chard Snyder & Associates LLC to authorize the Health FSA option to be offered to City of Fairfield employees through the City's Section 125 Flexible Benefits Cafeteria Plan, as an additional benefit which can assist employee save monies specifically for health-care related costs

Background/Synopsis:
The City of Fairfield currently offers Health Spending Accounts (HSA) and Dependent Care Flexible Spending Accounts (DCFSA) to employees through Chard Snyder. These accounts allow employees to set aside pre-tax dollars in an account which can be used for solely for healthcare-related items under the HSA and solely for dependent care costs under the (DCFSA). The IRS only permits employees who elect a high deductible health plan (HDHP) to participate in an HSA; whereas an FSA is only permitted for employees on non-high deductible health plans. Currently there are 137 employees who have elected the Preferred Provider Option (PPO) for health insurance who could benefit from saving pre-tax dollars for use with healthcare-related costs.

Financial Impact:
Chard Snyder charges a $4.25 per month fee for each employee account elected. The maximum financial impact if all eligible employees elected an FSA would be $6,987 for the 2024 plan year. The minimum financial impact would be $150 per month or $1,800 per year.

Emergency Provision Explanation:
Rules suspension and the emergency clause are requested so that the Agreement may be executed immediately to allow timely election and enrollment by employees prior to January 1, 2024.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. Health FSA-Ord

ORDINANCE NO. ____________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN ADMINISTRATIVE SERVICE AGREEMENT WITH CHARD SNYDER & ASSOCIATES, LLC TO OFFER A HEALTH FLEXIBLE SPENDING ACCOUNT PLAN OPTION TO CITY OF FAIRFIELD EMPLOYEES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield is choosing to offer Health Flexible Spending Accounts to its employees, it is necessary to execute a Third Party Administrator Administrative Service Agreement - §125 Flexible Benefits Cafeteria Plan with Chard Snyder & Associates, LLC; and

WHEREAS, Council endorses and authorizes the expansion of the pre-tax dollar savings account program to include a Health Flexible Spending Account as a means for employees to save for healthcare-related expenses and obtain possible tax advantages.

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

Section 1. The City Manager is authorized to execute the Administrative Service Agreement on file in the office of the City Manager and all other documents and/or agreements with Chard Snyder & Associates, LLC necessary to implement the Health Flexible Spending Account option for employees.

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 Health Flexible Spending Accounts be available to employees 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.

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Clerk of Council

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023."

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.

$46,640 for Harbin Park engineering;
$595,000 for new raw water supply well;
$64,800 for design of Winton Road improvements.

Financial Impact: $706,440.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Contractual 11-13-Ord

ORDINANCE NO. ___________

ORDINANCE TO AMEND ORDINANCE NO. 155-22 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, 2023, AND ENDING DECEMBER 31, 2023."

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

Section 1. Ordinance No. 155-22, the 2023 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Street Improvement Fund**	**$64,800**
To:	40116023-233300 Engineering Services *(Winton Road Improvements Engineering 3PW32)*	$64,800
From:	**Unappropriated Park Development Fund**	**$46,640**
To:	41316023-233300 Engineering Services *(Lower Harbin Park Engineering 3PW50)*	$46,640
From:	**Unappropriated Water Surplus Fund**	**$595,000**
To:	60516025-252000 Improvements other than Building *(New Production Well 3WT21)*	$595,000

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

Passed ____________________ ____ Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended ____________________

Second Reading ____________________

Third Reading ____________________

ATTEST:

____
Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Contractual 11-13-Ord

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Non-Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023."

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.

$9,090 for Well 3R Integration (Water Division);
$24,986 for Muskopf BPS Pumps (Water Division);
$18,000 for replacement of failed heater at Water Annex building;
$40,000 additional right-of-way appropriation for South Gilmore Improvements;
$30,000 for concept design of River Road multiuse path;
$30,000 for Cushman Hauler (Golf Maintenance);
$40,715 for AFG Blue Card grant;
$64,573 for Winton Hills Park paving and path improvements;
$47,500 for Gilbert Farms Park shelter improvements;
$7,470 for Riegert Square dumpster enclosure;
$59,602 for Fire Alarm upgrade at Community Arts Center.

Financial Impact: $371,936.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.111323
2. NonContractual 11-13-Ord

City Council Information Item
Regular Meeting - November 13, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Water Division Well 3R Integration

Legislation Title:
Water Division Well 3R Integration

Background/Synopsis:

The City's Water Division owns and operates six (6) raw water supply wells. These wells supply all the water to the Water Treatment Plant. Well #3, the City's oldest supply well has been recently replaced with new production well known as Well 3R.

Supervisory Control and Data Acquisition (SCADA) components will need to be installed at the new production well to establish communication and control with the Water Division's existing SCADA system.

The requested appropriation is for integration services and the purchase of SCADA components including a Stratix2000 switch, Programmable Logic Controller (PLC) power supply, programming, configuration and wiring modifications. Water Division Staff will construct and install the SCADA components in-house with integration services being provided by PCS Technologies. A cost estimate and the scope of the project is attached for review.

Financial Impact:

An appropriation in the amount of $9,090.00 is being requested for SCADA Integration for the City's new production well – Well 3R.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WT22, SCADA Integration. The funding source is the Water Surplus Fund (605).

Attachments:
1. FFWTP_WP3R_Integration_100323

PCS Technologies LLC
6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727

PROPOSAL

To:	Mr. Jason Hunold	Date:	October 13, 2023
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield Contract1-2023 Fairfield WTP – Well Field Pump 3R Integration
		Document Reference:	Strand/Magna Engineers Contract Documents,10-2023
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-101323

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below. This proposal includes integration of Well Pump 3R VFD with direct control (Ethernet/IP) from WTP PLC-MCP, associated SCADA graphics additions/modifications and hardware to interface VFD/PLC communications via fiber connection.

Services Included:

Addition new Stratix2000 switch and 24 Vdc power supply at Well Pump 3R VFD enclosure (by others) and at PLC-MCP cabinet at WTP.
CAD modifications to PLC-MCP to Stratix2000 and power supply PLC panel layout and schematics
PLC modifications to add control and monitoring of Well Pump 3R via Ethernet/IP
HMI modifications to remove existing Well Pump 3 and associated tags, graphic elements, alarms, etc.
HMI modifications to add new Well Pump 3R and associated tags, graphic elements, alarms, etc.

Services Included:

1. Wiring/installation diagrams for new Stratix2000 switch and power supply to PLC-MCP (AutoCad and PDF format)
2. Programming and configuration of PLC-MCP logic (ControlLogix)
3. HMI/SCADA modifications to reference new I/O and PLC programming
4. Operator training (refresher)

The new hardware listed below will be incorporated and replace obsolete components in existing MCP enclosure.

The following Rockwell Automation (Allen-Bradley) and ancillary hardware will need installed/wired by FFU staff in existing MCP enclosure.

Hardware included in quotation:

Manufacturer	P/N	Qty	Description
Rockwell Automation	1783US4T1H	2	Stratix2000 Ethernet Switch (4) Copper, (1) Single Mode Fiber Ports

Sola	SVL-5-24-100	2	24 VDC Power Supply, 100W
Rockwell Automation	1492-H5	2	Fuse Blocks with Blown Fuse Indicator
Rockwell Automation	1492-N37	2	Fuse Blocks and End Barrier
Eaton	MDA-2-R	5	2A SB Fuses

Notes:

The Contract Documents (sheet E-03) shows a Cat-6 to fiber media converter to be supplied by the Contractor. We are including this media converter (Stratix 2000 Switch) and one in PLC-MCP to assure compatibility with fiber provided by Contractor.

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware or software. PCS will use internal license for development purposes.
2. Hardware items not listed above.

Fee/Expenses:

Integration Services (NTE Basis)....................$ 7,000
Hardware per BOM listed above (Cost + 15% plus $100 shipping allowance) -....................$ 1,990

Total.................... $ 9,090

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 60 days.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,

Peter Constantinides
PCS Technologies LLC
(513) 868-8727
peterc@pcs-technologies.com

FAIRFIELD OHIO

City Council Information Item

Regular Meeting - November 13, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Water Division Muskopf BPS Pumps

Legislation Title:
Water Division Muskopf BPS Pumps

Background/Synopsis:

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks. These stations have been constructed with pumps, controls and various pumping components, valves, check valves, etc.

The existing Weinman Series Split Case Pumps at the BPS are over thirty (30) years old, have exceeded their useful life expectancy, and are in need of replacement. Water Division Staff will replace the pumps in-house.

Two (2) cost estimates for the pumps have been attached for review. The Water Division recommends procuring the pumps from Mitchell Process Works. Similar Weinman Series Pumps have been purchased by the Water Division, form Mitchell Process Works, to the satisfaction of the Division.

Financial Impact:

An appropriation in the amount of $24,986.00 is being requested for the purchase of two new pumps for the Muskopf BPS.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project 3WT08, Booster Pump Station Improvements. The funding source is the Water Replacement and Improvement Fund, 604.

Attachments:
1. CFWTP RFQ Weinman 6L1 Pump End Only 101623
2. quote_373149

MITCHELL PROCESS WORKS

M&E Pump and Equipment Co.
DBA Mitchell Process Works
6064 Kells Ln.
Milford, OH 45150

800.353.1461 Phone
513.528.7000
513.528.4973 Fax
www.mitchellprocess.c

QUOTATION

WW101623-1

TO: City of Fairfield-Water Treatment Plant
ATTN: Jason Hunold
FROM: Robert Weed
DATE: 10/16/2023
PH: (513) 858-8348
RE: RFQ: Weinman 6L1 Pump End Only 101623

Hi Jason,

Thank you for your inquiry. We are pleased to quote as follows.
Quote is valid for 30 days.

Qty.	Part#	Item	Lead	Price ea.	Total
2	125964-MBM	Weinman Series 1200 Split Case Pump, Pump End Only – Model # 6L1-Y34, Trim 15”, Flange: 125, Wear Ring: Single, WR Material: BZ, Rotation: CCW, Shaft Seal Type: Sleeveless, Shaft Material: 416 SS, Seal Collar: Bronze, Seal Matl: C/NR/B-SS, Flush Piping, RPM: 1760, Pump End Only	10-12 weeks	$12,493.00	$24,986.00

TERMS: NET 30 DAYS
MINIMUM ORDER: $125.00
SHIP: APPROX WEEKS A.R.O.
IB & OB FREIGHT: PREPAID AND ADD / COLLECT
FOB: SHIPPING POINT

Please note that this quotation may not include any applicable taxes or freight charges, including inbound freight. Prices are net each, valid for 30 days. ***Please note that you may be responsible for inbound freight charges. We will not process any purchase orders with payment and/or shipping terms other than those specified herein this quotation.*** *If different shipping or payment terms are desired, they must be agreed upon by M&E Pump and Equipment Co. in writing prior to the receipt of a purchase order. All M&E Pump and Equipment Co. standard terms and conditions apply.*

Regards,

Robert Weed
Mitchell Process Works
Phone (513) 528-7000
Fax (513) 528-4973
Email rweed@mitchellprocess.com

Attachment: NonContractualAppropriations.111323 (3735 : Non-Contractual Appropriations)

M&E Pump and Equipment Co.
DBA Mitchell Process Works
6064 Kells Ln.
Milford, OH 45150

800.353.1461 Phone
513.528.7000
513.528.4973 Fax
www.mitchellprocess.c

M&E PUMP AND EQUIPMENT STANDARD TERMS AND CONDITIONS

CONDITIONS
Unless agreed upon in writing, no terms and conditions in any order placed with M&E Pump and Equipment Company, Inc. other than those stated herein shall be binding on M&E Pump and Equipment Company, Inc.

PRICING
All prices quoted herein are subject to the prices in effect at the time of shipment. All pricing is subject to change without notice. M&E Pump and Equipment Company, Inc. is not responsible for any typographical errors. Pricing may not include any additional inbound or outbound freight charges that may apply.

PAYMENT TERMS
Payment terms are Net 30 days unless otherwise specified in writing and approved by M&E Pump and Equipment Company, Inc. All orders are subject to credit approval, and payment must be made in US Dollars. All quotations are for immediate acceptance of pricing. Pricing will be valid for 30 days from the issuing date of the quotation, unless otherwise specified in writing. Past due balances are subject to a finance charge (Periodic rate 1.5 % per month, 18% annually). **Payments made via credit card are subject to a 3% surcharge applied to the total invoice amount.**

SHIPPING TERMS
Acceptance of the material from a common carrier constitutes a waiver of any claim against M&E Pump and Equipment Company, Inc. for any delay or damages in transit. Shipment quoted is effective as of the quotation date and will be confirmed upon receipt of order. Shipment will be subject to availability of materials and/or the manufacturer's proposed shipping date. M&E Pump and Equipment Company, Inc. shall not be held responsible for delays due to causes beyond M&E Pump and Equipment Company, Inc.'s control such as strikes, riots, carrier delays, etc. All freight charges including inbound and outbound freight are billed to purchaser. All merchandise becomes the property of the Purchaser upon delivery to the carrier. Delivery terms are F.O.B. shipping point, unless otherwise noted. Unless specific shipping instructions are given, we will use our judgment to determine the most satisfactory routing. M&E Pump and Equipment Company, Inc. will strive to accommodate customers' requested method of shipment, but cannot guarantee that the customers' method of shipment can or will be honored. In the event a package becomes lost or damaged in shipment, please make appropriate notations on your delivery receipt before signing. If the carrier is a truck line, obtain an inspection report immediately. Contact M&E Pump and Equipment Company, Inc. for additional information.

TAXES
The Purchaser shall pay to M&E Pump and Equipment Company, Inc., in addition to the purchase price, the amount of all Sales, Use, Privilege, Occupation, Excise or other taxes, Federal, State, local or foreign, which M&E Pump and Equipment Company, Inc. is required to pay in connection with furnishing goods or services to the Purchaser.

WARRANTY
All standard manufacturer's warranty applies. M&E Pump and Equipment Company, Inc. makes no warranty of any kind, expressed or implied. All transactions are an "As Is" Sale. No agent, employee, or representative of M&E Pump and Equipment Company, Inc. has the authority to bind M&E Pump and Equipment Company, Inc. to any affirmation, representation, or warranty concerning the goods that are sold by M&E Pump and Equipment Company, Inc. beyond that which is specifically included in writing from the manufacturer.

LIABILITY
M&E Pump and Equipment Company, Inc. shall not be held responsible for any failures of purchased items and/or damage to property, injury, or death resulting from the operation of equipment purchased from M&E Pump and Equipment Company, Inc. It is the responsibility of the purchaser to ensure any equipment purchased from M&E Pump and Equipment Company, Inc. is applied properly and operated safely in accordance with the manufacture's guidelines. M&E Pump and Equipment Company, Inc. shall not be responsible for exemplary consequential, special, indirect compensatory or consequential damages. Additionally, the maximum liability for claims will not exceed the purchase price paid to M&E Pump and Equipment Company, Inc.

OTHER
All orders are subject to a $50.00 minimum. All returned items are subject the manufacturer's guidelines for returning items. Upon acceptance by the manufacturer of the returned item(s), the order is subject to a 25% restocking charge. No refund or credit will be given for any freight charges that were incurred. All returns must be authorized prior to shipment back to M&E Pump and Equipment.

MI FLUID POWER SOLUTIONS
2513 Crescentville Rd.
Cincinnati, OH 44241
Phone: 513.793.7077 Fax: 513.793.1015

QUOTATIO

PAGE: 1 ORG:10/17/23
DATE: 10/18/23

QUOTE NO. 373149
PLEASE REFER TO ABOVE WHEN ORDERI
REPLY TO YOUR INQUIRY:

125964-MBM PUMP ONLY

WHEN REPLYING, CONTACT:
BENTLEY FEGAN

FROM: MI FLUID POWER SOLUTIONS
KAMAN FLUID POWER
2513 CRESCENTVILLE RD PHONE: 513-793-7077
CINCINNATI OH 45241 FAX: 513-793-1015

Cust#: C3550
TO: CITY OF FAIRFIELD PURCH PHONE: 513-858-7760
FAX: 513-867-5329
WW DIV 4799 GROH LA
FAIRFIELD OH 45014-3597

ATTN: JASON HUNOLD
C.C.

FOLD

LINE NO.	QUANTITY	DESCRIPTION	UNIT PRICE	UNITS
		WE ARE PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION. PRICES ARE VALID FOR 15 DAYS AND DO NOT INCLUDE ANY APPLICABLE TARIFF SURCHARGES. QUOTED TO: JASON HUNOLD / EMAIL PHONE: 513-858-8348 ** * PLEASE REFERENCE QUOTE NUMBER IN UPPER * * RIGHT HAND CORNER ON ANY CORRESPONDENCE * * REGARDING THIS QUOTE. * * ====================== * * QUOTE VALID FOR 15 DAYS ! * ** STANDARD DELIVERY IS 10 - 12 WEEKS A.R.O. NO RETURNS ALLOWED WITHOUT A RGA# SOME PARTS MAY BE NON-RETURNABLE. RESTOCK FEES MAY BE APPLIED ON RETURNS. ** * ASK US ABOUT OUR REPAIR CAPABILITIES * **		
10	2	125964-MBM WEINMAN PARTS PUMP END ONLY, 6L1-Y34 DELIVERY TEN TO TWELVE WEEKS ARO SAME AS SERIAL NUMBER C84027-1	12492.8600	EA
		*** TOTALS *** EXTENDED AMOUNT	24985.72	

F.O.B. SP,FNA,PREPAID
PAYMENT TERMS NET 30 DAYS

BY ____________________
AUTHORIZED SIGNATURE

ORIG EMAIL QUO

City Council Information Item
Regular Meeting - November 13, 2023

Submitted by: Matt Young,
Submitting Department: Public Utilities

Subject:
Replacement of failed heater at the Water Annex building

Legislation Title:
Replacement of failed heater at the Water Annex building

Background/Synopsis:

The Public Utilities Department utilizes the once Public Works garage to house equipment and supplies for the Water Division. The heater that is located in the largest equipment bay, and believed to be the original heater, has failed. Staff proposes to install a new natural gas 'tube style' heater similar to many other City owned buildings and garages due to this style being highly effective and efficient.

The Water Division is proposing to purchase the heater from The Cincinnati Air Conditioning Co. who has presented the lowest and most appropriate proposal. Two quotations were solicited and attached for review.

Financial Impact:

An appropriation in the amount of $18,000.00 is being requested for the purchase a new heater for the Water Division Annex Building.

2023 funding for this project is included in the approved 2023-2027 Capital Improvement Program under project number 3WT15, Building Improvements. The funding source is the Water Replacement Fund.

Attachments:
1. 23-305 New Radiant Tube Heater 4935 Groh Lane_ (002)
2. Bartels annex heat

The Cincinnati Air Conditioning Co.

coAir Conditioning • Process Piping • Commercial Refrigeration • Heating

Since 1938

July 24, 2023 Quotation # 23-305

Mr. Brian Rose
City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

RE: Maintenance Building at 4935 Groh Lane – Installation of new Radiant Tube Heater

Dear Brian,

We are pleased to offer our quotation for your careful consideration to install a new radiant tube heater and remove old furnace / air handler and the duct trunk system.

We are proposing to complete the following:

A. Remove and drop the air handler / furnace from the ceiling
B. Remove associated duct system
C. Furnish and Install one Modine 150,000 btu fifty foot radiant tube heater
D. Furnish and Install necessary power for tube heater
E. Furnish and Install one new thermostat
F. Complete natural gas connections to existing gas line
G. Complete venting and roof penetration as needed
H. All old materials to be properly disposed of
I. City to furnish the use of their scissors lift
J. Materials and workmanship is warranted for one full year
K. Start, test and check unit for proper operation

We propose to perform the above mentioned work for the sum of $ 17,800.00 complete.

2080 Northwest Drive Cincinnati, Ohio 45231
Phone: 513-721-5622 • Fax: 513-345-2544 • Toll Free: 1-800-587-5067

Submitted by: ***Michael A. Suer***

The Cincinnati Air Conditioning Co

Date: July 24, 2023

Accepted by: ____________________________

Customer: ____________________________

Date: ____________________________

Thank you for the opportunity to be of service,
Please contact me if you have any questions

Michael A. Suer
The Cincinnati Air Conditioning Company
Director of Service
Phone: 513-721-5622
Cell # 513-667-7118
Fax # 513-345-2546
mikesuer@cincinnatiair.com

HEATING & COOLING, INC.
"For a comfortable way of life"

Proposed by: Matt Hood
929 Main St.
Hamilton, Ohio 45013
Tel : 859-444-2434
matthood@bartelsheatingandcooling.com
www.bartelsheatingandcooling.com
License: 28430

City of Fairfield Brian Rose
8870 N. Gilmore Dr.
Fairfield, OH 45014
Tel : 513-404-2405
brose@fairfieldoh.gov

TUBE HEATER FOR WATER PLANT

Total Investment

$30,035

MODELS

Net Investment
$30,035

Schwank Tube Heater

SCH-JS-E155-BN 155,000 BTU

This system can be vented through the wall. We will Rent a Lift for this system and remove all existing ductwork and furnace

The new Tube Heater will be a 155,000 BTU 70ft tube heater going down the right hand side looking to the back of the building, this is the largest we can put in with this space, we did not run a load calculation on this space per Brian Rose this may not keep the space 100% to temperature

INCLUDED SERVICES:

- Warranty is 1 year on all commercial Projects
- Additional Gas Piping
- Explain System Operation
- Clean Area After Install Is Complete
- 24 HR/7 Days A Week Emergency Service

1

Choose Your Payment Option

☐ Credit Card ☐ Check ☐ Cash

2

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Additional Right of Way Appropriation for South Gilmore Improvements from Mack to Resor (PID 114393)
Legislation Title:
Additional Right of Way Appropriation for South Gilmore Improvements from Mack to Resor (PID 114393)

Recommendation:
It is recommended that City Council authorize the appropriation of funds as listed in the financial impact.

Background/Synopsis:

Briggs Creative Services, LLC is negotiating right of way on behalf of the City and BCS has the required ODOT qualifications.

The City of Fairfield is working to implement a widening improvement to the South Gilmore Road corridor. The improvement being considered is to widen southbound South Gilmore Road from just north of Mack Road to approximately 600' north of Resor Road. This improvement was identified by Burgess and Niple in a 2006 study performed by the Cities of Fairfield and Forest Park. A preliminary analysis and cost estimate were completed by Strand Associates in 2017 for the City of Fairfield as we continued to study our options for improving flow and relieving congestion for southbound traffic.

We have received a grant from the Ohio Kentucky Indiana Regional Council of Governments for this project.
This project is scheduled to bid in 2024 with construction substantially completed in 2024.

The project is programmed in the current 2023-2027 CIP as 3PW24. OKI would be funding approximately 72% of the project's right of way costs. Engineering and environmental costs have been 100% local funding. The estimated total cost of construction for this project is approximately $4,300,000.00.

It is our intent with this project to include sidewalk along the east side of South Gilmore Road from Mack Road to Resor Road and additionally on the west side from Mack Road north to Planet Drive. The inclusion of this sidewalk is supported by the City's development of Fairfield Connects, the City's active transportation plan currently in development.

The design will include a center lane to allow left turns into the future private development projects currently being planned and the inclusion of a landscaped median.

The project is programmed in the current 2023-2027 CIP as 3PW24.

Financial Impact:

$40,000.00 from the Street Improvement Fund. (These are additional funds to what was requested in April and are for contingency items such as fence relocations, tree removals ahead of the project, and any needed funds for items related to right of way negotiations). As we have progressed with negotiations and utility relocations, more needs have been identified that should be completed ahead of construction. The funding requested for this phase of the project are still well below what was budgeted in the 2023-2027 Capital Improvement Plan.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Concept Design of River Road Multiuse Path

Legislation Title:
Concept Design of River Road Multiuse Path - Citywide Active Transportation Plan Interconnectivity

Recommendation:
It is recommended that the City Council authorize an appropriation of $30,000.00 be made from the General Fund for the engineering services needed to perform the River Road Multi-Use Path Feasibility Study.

Background/Synopsis:

MKSK will lead the planning process, planning level documents and cost estimates for a concept plan for the multi-use plan on River Road between the Great Miami River Trail and the Village Green Area. This was a priority in the active transportation plan that will work in conjunction with the recently awarded funding to extend the Great Miami River Trail and to bring pedestrian and bike traffic on Pleasant Avenue into the Town Center. The City's active transportation plan "Fairfield Connects" is a citywide plan focusing on centers of activity and points of interest. It is expected that this portion of the trail would be locally funded but staff will explore any options available for additional financial support.

The section being looked at will be approximately 6,000 feet of ten-foot wide asphalt trail.

The project is scheduled in the existing Capital Improvement Program for 2023 as 3PW31. It is recommended that this be started this year to allow for budgeting of this work in the future Capital Improvement Program.

During the public outreach component of the comprehensive plan update, sidewalk and trail connectivity were major themes repeated at every community engagement event. Residents stated they want pedestrian connections to activity centers such as parks and the town center, between neighborhoods, and to the Great Miami River Trail.

Staff reviewed qualifications from multiple firms to perform the necessary engineering work. MKSK was considered the best qualified firm for this professional service. MKSK, LJB, Choice One, Kleingers, and Fishbeck had qualifications reviewed by staff and it was considered to be in the City's interest to select MKSK for this service.

Financial Impact:

$30,000.00 from the General Fund for MKSK for design services.

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. 2023 - Fairfield River Road Multiuse Path Feasibility Study

WORK AUTHORIZATION

MKSK

Project Name: Fairfield River Road West Multi-Use Trail Feasibility Study
Date: 10/06/2023
Project No.: x23620

To: City of Fairfield
Contact: Nick Dill, City Engineer
Phone: 513.867.4221
Email: ndill@fairfieldoh.gov

From: MKSK
Project Manager: Jack McGlasson, PLA, ASLA, Senior Associate
Email: jmcglasson@mkskstudios.com
Phone: 859-240-6729

Principal: Andrew Knight, PLA, ASLA, Principal
Email: aknight@mkskstudios.com
Phone: 859-559-7337

Description of Project:

MKSK to conduct a Feasibility Study which evaluates the proposed alignment – and any alternatives deemed necessary – to connect the Great Miami River Trail (for purposes of this study terminating at the northwest corner of the intersection of Groh Lane and River Road) to Fairfield Village Center at the southeast corner of the intersection of Wessel Drive and Pleasant Avenue (connecting to a separate multi-use trail project along Pleasant Avenue). The study also includes a trail spur from the north side of Nilles Road near Gold Star Chili extending northward along the existing property line to intersect and cross Patterson Drive to reach the existing sidewalk on the north side (see attached Exhibit A for anticipated study area). A preliminary alignment and termini have been identified by the City of Fairfield, which MKSK will use as the basis for analysis of the study. MKSK will collaborate with LJB Engineering as subconsultant civil engineer for preliminary design & review in the development of the feasibility study. Anticipated scope of services outlined below:

1. MKSK will participate in a project kick-off meeting with City of Fairfield Public Works members (Client), LJB and/ or other outside organization members to understand the scope and breath of the project. Review preliminary alignment documents, notes and upcoming roadway/ trail or other development projects that may affect the alignment.
2. Secure necessary base information including but not limited to GIS data and aerial photography, existing and proposed adjacent roadway projects and multi-use trails, and prepare base plan (to be shared with LJB). Survey not included in base scope of services.
3. Site visit to familiarize design team with existing conditions and photo document certain areas of the site, in overview fashion.
4. Evaluate existing conditions, engineering opportunities and constraints, and environmental resources and constraints
5. Develop preliminary alignment alternative(s) that address the following design influences:
    - Logical termini
    - Roadway & intersection impacts
    - Pedestrian crossing facilities
    - Design & accessibility considerations

- Right-of-way & utility impacts
- Property acquisition or easements
- Environmental considerations
- Anticipated public involvement (in future)
- Opinion of Probable Construction Costs

6. MKSK will participate in a meeting with Client to review preliminary alternatives and findings, solicit feedback & determine preferences.
7. Revise the preferred alignment alternative based on feedback from above.
8. Coordinate with Civil Engineer regarding rights-of-way, easements, utilities, roadway crossings and other issues as needed
9. Prepare updated illustrative 2D overall site plan, labeling major features as appropriate for preferred alignment design
10. Prepare planning level budget for estimated construction cost, estimated costs for engineering, environmental and construction services (as a percentage of construction cost) as well as general contingency costs
11. Identify potential phasing opportunities and funding sources
12. MKSK and LJB will participate in final Client review meeting to get sign-off on preferred alignment alternative design
13. MKSK will prepare executive summary compendium document arranged in chapters to include the following:
    - Table of Contents
    - Acknowledgements
    - Executive Summary
    - Introduction and Purpose
    - Study Area
    - Design Considerations & Key Issues
    - Alignment Alternatives
    - Conclusions & Preferred Alternative
14. Submit final Feasibility Study document in an 8.5”x11” or 11”x17” format, printed (five bound copies) and digital versions to City of Fairfield for council approval

Not included in Scope of Services:

1. Full Design Services (Schematic through Construction Documentation and Post Design Services are not included within this Work Authorization. However, MKSK will be happy to provide an Add Service for those services if requested following City approval.)
2. Site Survey – can be provided as an add service if requested.
3. Full Engineering Services – Civil, Structural, Environmental, Geotechnical and/or Electrical.
4. Archaeological or Phase 1 Environmental Services – can be provided as an add service if requested.

Assumptions:

1. All base materials will be provided by the Owner/ Client in current GIS, AutoCAD or digital format.
2. The submission of or acquisition of Permits are not included within this Work Authorization.
3. The Owner/Client will provide all current local codes and requirements to be considered for the project site.

WORK AUTHORIZATION

MKSK

4. Additional meetings not described above would be billed as an additional and separate expense as required and upon the request and consent of the Owner/ Client.
5. No three-dimensional (3D) modeling or bird's eye rendering services are included in the base scope. Additional rendering services can be provided upon request and authorized by the Owner/ Client.

Project Schedule:

1. MKSK understands that the City would like to have this phase of the project study completed by end of December 2023 for City Council review & approval in early 2024. MKSK will endeavor to meet this schedule unless notified otherwise. This effort will require timely submittals, reviews, feedback, approvals, and close coordination between all involved.

Compensation:

Project Fee: $30,000	☐ Hourly	☒ Lump Sum
Reimbursable Expenses:	☐ Hourly	☐ Lump Sum
Total Project Fees: $30,000		

Authorization:

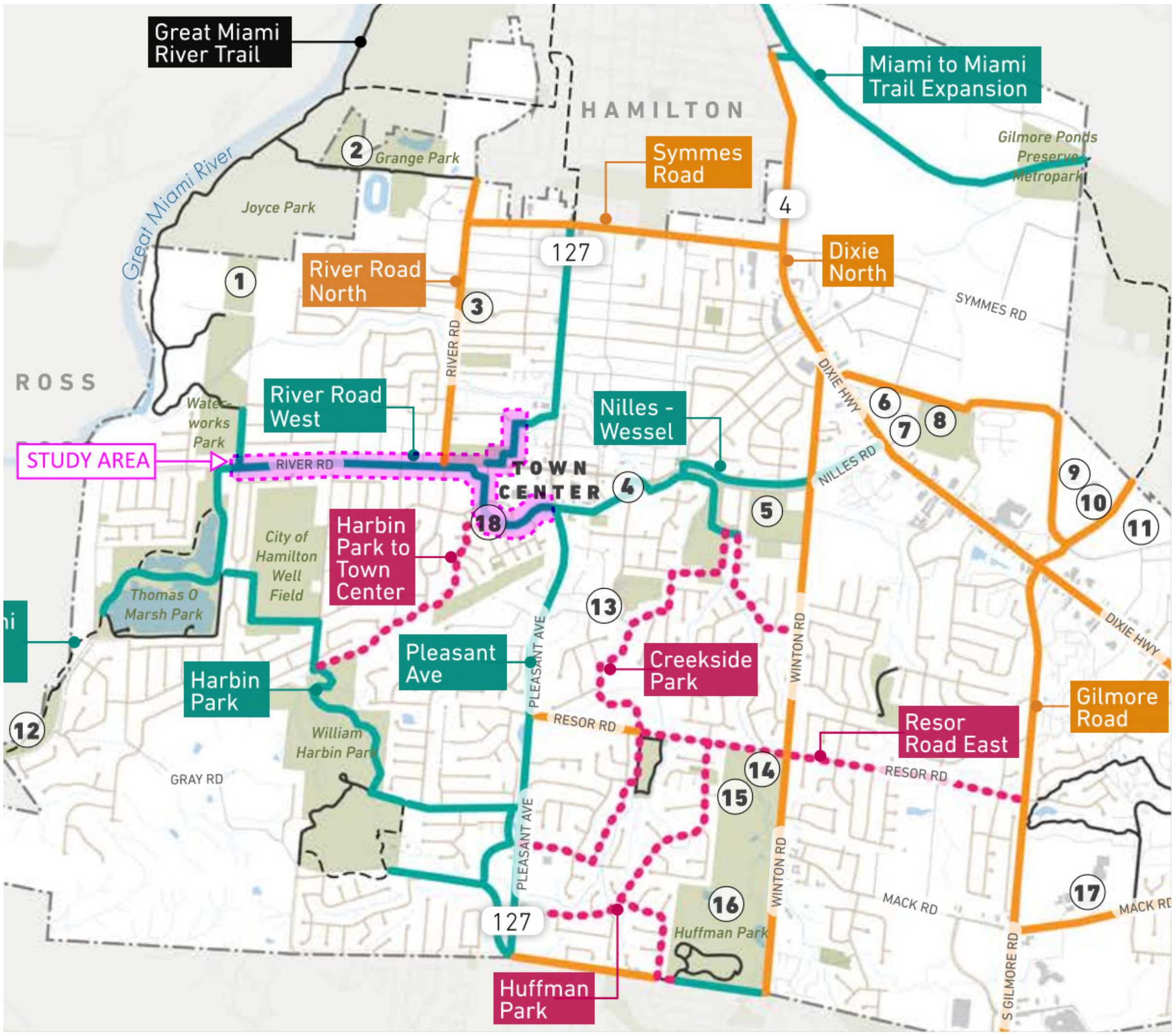
MKSK, Inc.: Jack McGlasson	Date: 10/06/2023
Client:	Date:

For the above-described service, MKSK proposes to work on a fixed-fee, not-to-exceed basis according to the above fee structure. Please see the attached terms and conditions which are a part of this agreement.

WORK AUTHORIZATION

MKSK

Exhibit A:



TERMS AND CONDITIONS OF PROPOSAL

MKSK

DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, film and processing, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Per Sheet	$ 0.10
B/W Copy 11" x 17"– Per Sheet	$ 0.20
B/W Large Format Print – Per Sq. Ft.	$ 0.30
Color Copy 8.5" x 11" – Per Sheet	$ 1.00
Color Copy 11" x 17" - Per Sheet	$ 2.00
Color Large Format Print – Per Sq. Ft.	$ 4.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	$ 245
Associate Principal	$ 205
Senior Associate	$ 180
Associate	$ 165
Landscape Architect III	$ 140
Landscape Architect II	$ 130
Landscape Architect I	$ 110
Urban Planner III	$ 140
Urban Planner II	$ 130
Urban Planner I	$ 110
Intern	$ 75
Administration	$ 75

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officer's, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars ($50,000), whichever is greater. It is intended that this limitation apply to any

TERMS AND CONDITIONS OF PROPOSAL

MKSK

and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officer's, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed fifty thousand dollars ($50,000) or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OBSERVATION SERVICES The Client understands that by not retaining the Consultant for construction observation services, there may be misinterpretations of the Consultant's plans and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the Client has elected to proceed with the Project without the Consultant providing construction observation services. The Client agrees to indemnify and hold-harmless the Consultant against any and all claims, damages, awards and cost of defense, which may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

SHOP DRAWING REVIEW The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

TERMS AND CONDITIONS OF PROPOSAL

MKSK

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

BETTERMENT If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONTINGENCY The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of at least ten (10) percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF 'HAZARDOUS MATERIALS As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Non-contractual Appropriation for Cushman Hauler for Golf Maintenance

Legislation Title:
Non-contractual Appropriation for Cushman Hauler for Golf Maintenance

Recommendation:
It is recommended that City Council authorize an appropriation of $30,000.00 from the Capital Fund for the purchase of three Cushman haulers as detailed in the attached quotation.

Background/Synopsis:

This project is to purchase three Cushman haulers (small off-road utility vehicles/carts). Two of them will have canopies and fold down windshields. They will be used by golf maintenance part-time and full-time personnel throughout the year to do maintenance at both North and South Trace golf courses.

These carts will supplement the existing golf course fleet which doesn't have enough of the utility type carts for hauling materials and equipment.

The funding for this project is programmed in the 2023-2027 CIP as 3RC04 Mowers / Equipment.

Financial Impact:

$30,000.00 from the Capital Fund. The remaining funding will come from the already appropriated contingency for the Baroness Fairway Mower from the same CIP Item, 3RC04 Mowers / Equipment.

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:

1. Cushman 1200 Hauler Quote

QUOTATION

BAKER VEHICLE SYSTEMS INC.

9035 Freeway Drive • Macedonia, OH 44056
Phone: 330-467-2250 • Fax: 330-467-8308

Serving Golf, Turf & Industry since 1940

TO: **Fairfield Greens**
2200 John Gray Rd
Fairfield, OH 45014

DATE: 10/26/2023

ATTN: Derek

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

SALESPERSON	F.O.B	DELIVERY	PAYMENT TERMS
ALAWSON	Destination	TBD	TBD

QTY.	ITEM	DESCRIPTION	PRICE	EXTENDED
3	657068	**Cushman Hauler 1200, EFI, Poly Bed, and all std specs**	**$11,450.00**	**$34,350.0**
	3618470			
	469			
	473			
2	651917G01	**Canopy**	**$450.00**	**$900.0**
2	10009760	**Fold Down Windshield**	**$167.00**	**$334.0**
1		**Freight/Setup**	**$1,500.00**	**$1,500.0**

SUBTOTAL	**$37,084.0**
TAX RATE	
SALES TAX	
TRADE-IN ALLOWANCE	
TOTAL	**$37,084.0**

SPECIAL FINANCE OPTION:

Delivery Month:
Amount Financed:
Term:
Number of Payments:
Payment Schedule:
Payment Amount:
Purchase Option:

BY: ______________________

Note: This offer is subject to credit approval. Rates change and payment amount may vary. Above payment does not include applicable sales tax.

To accept this quotation, sign here and return:______________________ ***Date:***________

FAIRFIELD OHIO

City Council Ordinance

Regular Meeting - November 13, 2023

Submitted by: Thomas Lakamp,
Submitting Department: Fire

Subject:
AFG Blue Card Appropriation

Legislation Title:
Ordinance to make an appropriation for the Assistance to Firefighter's Grant – Blue Card Training to fund the training of all fire department personnel in the Blue Card Command curriculum as well as tuition for four members to complete the Blue Card instructor course.

Recommendation:
Insert Recommendation

Background/Synopsis:
In February of 2023 the Fire Department applied for the Assistance to Firefighter's Grant (AFG) through FEMA to fund the training of all fire department personnel in the Blue Card Command curriculum as well as tuition for four members to complete the Blue Card instructor course.
Blue Card command is a fire ground management training and certification system that teaches firefighters, company officers and command officers how to standardize incident operations. This system is being adopted throughout Butler and Hamilton counties as well as throughout the United States.

Financial Impact:
The AFG is a reimbursement grant which requires 10% matching funds from the city. Total appropriation for this portion of the grant is $40,715. The City will then be reimbursed $36,643.50. Matching funds will total $4071.50

Emergency Provision Explanation:
To provide for the health and safety of firefighters and the public

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Bluecard Online Program Quote - City of Fairfield
2. Bluecard Online Program Quote - City of Fairfield

October 31, 2023

City of Fairfield Fire Department
Attn; Chief Thomas Lakamp
375 Nilles Rd
Fairfield OH 45014

RE: Quote for Blue Card Student Online Training
Train the Trainer Course

Dear Chief Lakamp:

Thank you for the opportunity to work with you and the City of Fairfield Fire Department. I am pleased to offer the following quote outlined below for the Blue Card Student Online Fire Command Training Program and Train the Trainer Course.

59 – Blue Card Online Training @ $385.00 per student..$ 22,715.00
4 – Blue Card Certified Train the Trainer Courses for the December TTT @ $4500/each.........$ 18,000.00

TOTAL COST**..$** 40,715.00

Please feel free to contact our Blue Card office if you should have any further questions.

Sincerely,

Jennifer Schabbel
Blue Card Office Manger

October 31, 2023

City of Fairfield Fire Department
Attn; Chief Thomas Lakamp
375 Nilles Rd
Fairfield OH 45014

RE: Quote for Blue Card Student Online Training
Train the Trainer Course

Dear Chief Lakamp:

Thank you for the opportunity to work with you and the City of Fairfield Fire Department. I am pleased to offer the following quote outlined below for the Blue Card Student Online Fire Command Training Program and Train the Trainer Course.

59 – Blue Card Online Training @ $385.00 per student..$ 22,715.00
4 – Blue Card Certified Train the Trainer Courses for the December TTT @ $4500/each.........$ 18,000.00

TOTAL COST...**$** 40,715.00

Please feel free to contact our Blue Card office if you should have any further questions.

Sincerely,

Jennifer Schabbel
Blue Card Office Manger

Across the Street Productions/Blue Card Command
818 East Osborn Road, Phoenix, AZ 85014 – Phone: 855-872-5822

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Winton Hills Park - Paving and Path Improvements

Legislation Title:
Winton Hills Park - Paving and Path Improvements

Recommendation:
It is recommended that City Council approve legislation for an appropriation of funding for the amounts shown in the Financial Impact.

Background/Synopsis:

A concept plan was developed by the City for some minor parks improvements throughout the City's parks system using American Rescue Plan Act funding. This funding will help the City to enhance the existing parks by providing improved amenities at several locations.

Improvements at Winton Hills Park (located at 6251 Shearwater Drive) include replacing part of the driveway in poor condition and adding an asphalt walking path from near the entrance to the park to the shelter and play structure on the opposite side of the creek which bifurcates the park. The path will connect to the existing pedestrian bridge over the creek.

The construction of this project will likely take place in late spring of 2024 when weather is conducive to asphalt paving.

This project is not specifically identified in the current 2023-2027 Capital Improvement Program but was approved by Parks Board at the October 24, 2023 meeting.

The Parks Department solicited multiple quotes from three vendors (Neyra, Prus, and Mount Pleasant Blacktopping). Neyra was the lowest and best proposal for this project.

Financial Impact:

Total funding is $64,572.08 for Neyra Paving, Inc. ($29,803.55 for driveway base failure repairs and $34,768.53 for an asphalt walking path) using American Rescue Plan Act funding.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Neyra - Winton HIlls Drive Option A Estimate
2. Neyra - Winton HIlls Path Estimate

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

WINTON HILLS PARK - OPTION A
Date: 09/26/2023

Dear Mr. Derek Baxter

Neyra Paving is pleased to submit our proposal for the above referenced project. Please review the following specs. Please do not hesitate to contact Gus Madden with any questions.

BASE MILLING
a. Mill to a depth of 3" required. Dispose of material offsite, as directed.

SURFACE MILLING
a. Mill to a depth of 2" required. Dispose of material offsite, as directed.

ASPHALT BASE
a. Furnish and install 3" compacted, of ODOT 301 Asphalt Base.

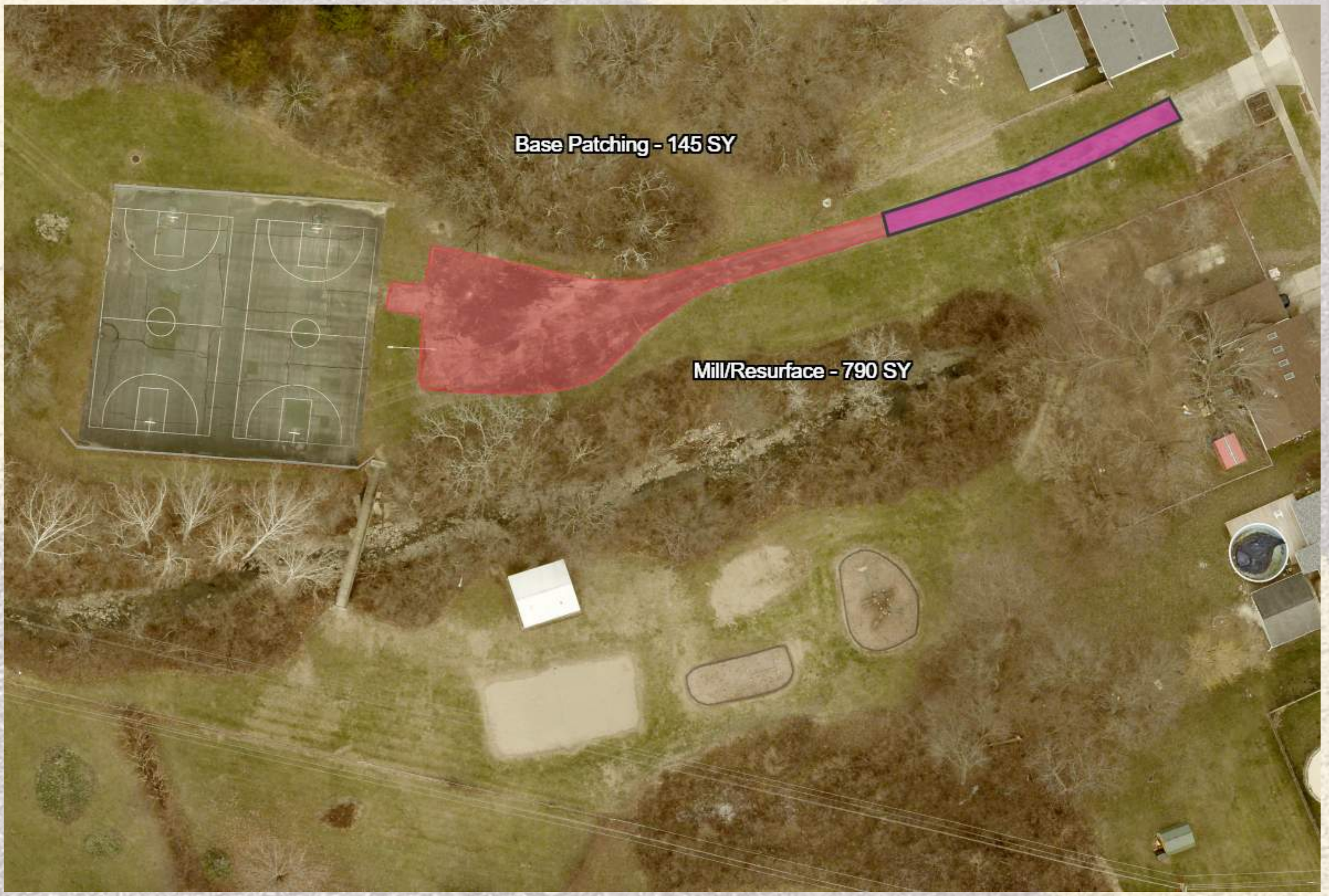
ASPHALT SURFACE
a. Apply ODOT 407 Tack Coat.
b. Furnish and install 2" compacted, of ODOT 448 Asphalt surface.

MOBILIZATION
a. Cost to mobilize men and Equipment

Description	Quantity	Unit	Unit Price	Total
BASE MILLING	145	SY	$20.06	$2,908.70
SURFACE MILLING	790	SY	$11.03	$8,713.70
ASPHALT BASE	145	SY	$28.19	$4,087.55
ASPHALT SURFACE	790	SY	$17.84	$14,093.60
MOBILIZATION	1	EA	-----------------	Included
Total Project Cost				$29,803.55

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com



Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

Notes:

- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is warranted for a period of one year from date of completion. Neyra will not be responsible for cracks caused by weather conditions or ground movements, worn sealer, paving and concrete that is subjected to premature traffic.
- Neyra is not liable for water that does not drain properly on asphalt surfaces with less than 2% slope.
- Neyra is not liable for any existing surface damage that occurs due to normal construction traffic while work is being performed.
- Neyra is not responsible for damage to underground utilities.
- If Additional Mobilizations are required Neyra will add $2,000.00 per additional requested mobilization.
- Subgrade to be provided to Neyra Paving at +/- .5" when others are performing earthwork or excavation.
- Any testing required by Neyra Paving will be an added charge.
- Project Schedule: the above proposal is based on scheduling our work Monday – Saturday.
- This proposal may be withdrawn if not accepted within 7 days. Our Suppliers have indicated to us that due to the instability of the world oil market pricing precautions need to be taken. Therefore, contracts issued after 7 days of the quote date will need to be confirmed and approved in conjunction with our suppliers.
- Any permits and/or inspection fees required by governmental agencies will be billed extra, at cost.
- Proposal excludes "staged" construction. Any maintenance and/or repairs of temporary base and/or asphalt pavement used by construction traffic will be an extra to the contract.
- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is guaranteed to be installed as specified and is warranted for a period of one year from date of completion.
- Our work and workers are fully insured.
- Terms Net 30 days. There is a 1 1/2% per month service charge on all past due amounts.
- Neyra Paving is a Certified MBE with the Southern Ohio Minority Business Council.
- Due to fuel pricing instability fuel surcharges will apply over $4.00 per gallon.

Exclusions: (unless included in line item pricing)

Permits	Core Samples	Testing	Bid Bound	Signage	Pipes / Utilities
Underdrain	Integral Sidewalks	Prime Coat	Performance Bond	Asphalt Patching	Fence posts & foundations
Undercuts	Geotechnical Engineer	Staking/Layout	Geotextile Fabrics	Brick Pavers	Excess Cleaning of Asphalt
Excavation			Thermoplastic Striping		Utility Location other than OUPS

Very truly yours,

Gus Madden

NEYRA PAVING

ACCEPTANCE OF PROPOSAL - the above or attached prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted Dollar Amount $

Signature

Name (Please Print)

Date / /

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

WINTON HILLS PARK - WALKING PATH
Date: 09/26/2023

Dear Mr. Derek Baxter

Neyra Paving is pleased to submit our proposal for the above referenced project. Please review the following specs. Please do not hesitate to contact Gus Madden with any questions.

6' WALKING PATH
a. Excavate as required. Dispose of material offsite, as directed.
b. Furnish and install 6" compacted, of ODOT 304 Aggregate base.
c. Furnish and install 3" compacted, of ODOT 448 Asphalt surface.

MOBILIZATION
a. Cost to mobilize men and Equipment

Description	Quantity	Unit	Unit Price	Total
6' WALKING PATH	333	SY	$104.41	$34,768.53
MOBILIZATION	1	EA	-----------------	Included
Total Project Cost				$34,768.53

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

Notes:

- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is warranted for a period of one year from date of completion. Neyra will not be responsible for cracks caused by weather conditions or ground movements, worn sealer, paving and concrete that is subjected to premature traffic.
- Neyra is not liable for water that does not drain properly on asphalt surfaces with less than 2% slope.
- Neyra is not liable for any existing surface damage that occurs due to normal construction traffic while work is being performed.
- Neyra is not responsible for damage to underground utilities.
- If Additional Mobilizations are required Neyra will add $2,000.00 per additional requested mobilization.
- Subgrade to be provided to Neyra Paving at +/- .5" when others are performing earthwork or excavation.
- Any testing required by Neyra Paving will be an added charge.
- Project Schedule: the above proposal is based on scheduling our work Monday – Saturday.
- This proposal may be withdrawn if not accepted within 7 days. Our Suppliers have indicated to us that due to the instability of the world oil market pricing precautions need to be taken. Therefore, contracts issued after 7 days of the quote date will need to be confirmed and approved in conjunction with our suppliers.
- Any permits and/or inspection fees required by governmental agencies will be billed extra, at cost.
- Proposal excludes "staged" construction. Any maintenance and/or repairs of temporary base and/or asphalt pavement used by construction traffic will be an extra to the contract.
- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is guaranteed to be installed as specified and is warranted for a period of one year from date of completion.
- Our work and workers are fully insured.
- Terms Net 30 days. There is a 1 1/2% per month service charge on all past due amounts.
- Neyra Paving is a Certified MBE with the Southern Ohio Minority Business Council.
- Due to fuel pricing instability fuel surcharges will apply over $4.00 per gallon.

Exclusions: (unless included in line item pricing)

Permits	Core Samples	Testing	Bid Bound	Signage	Pipes / Utilities
Underdrain	Integral Sidewalks	Prime Coat	Performance Bond	Asphalt Patching	Fence posts & foundations
Undercuts	Geotechnical Engineer	Staking/Layout	Geotextile Fabrics	Brick Pavers	Excess Cleaning of Asphalt
Excavation			Thermoplastic Striping		Utility Location other than OUPS

Very truly yours,

Gus Madden

NEYRA PAVING

ACCEPTANCE OF PROPOSAL - the above or attached prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted Dollar Amount $

Signature

Name (Please Print)

Date / /

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Gilbert Farms Park - Shelter Improvements

Legislation Title:
Gilbert Farms Park - Shelter Improvements

Recommendation:
It is recommended that City Council approve legislation for an appropriation of funding for the amounts shown in the Financial Impact.

Background/Synopsis:

A concept plan was developed by the City for some minor parks improvements throughout the City's parks system using American Rescue Plan Act funding. This funding will help the City to enhance the existing parks by providing improved amenities at several locations.

Improvements at Gilbert Farms Park (located at 6181 Ross Road) include replacing one of two existing shelters with a larger 20' x 45' shelter with some more aesthetic stone elements. The existing shelters are roughly 20' x 30' and were built in the early 1980's. The shelter planned for replacement is the shelter closest to Stonehill Drive (and farthest from the mansion) along the recently added paved path.

The construction of this project will likely take place in the spring of 2024 depending on weather conditions over the winter.

This project is not specifically identified in the current 2023-2027 Capital Improvement Program but was approved by Parks Board at the October 24, 2023 meeting.

The Parks Department has used HB Contractor for multiple other shelters in the past and the contractor will ensure uniformity of construction with this structure.

Financial Impact:

Total funding is $47,500 for HB Contractor Services, LLC of Fairfield, Ohio for a new shelter using American Rescue Plan Act funding.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

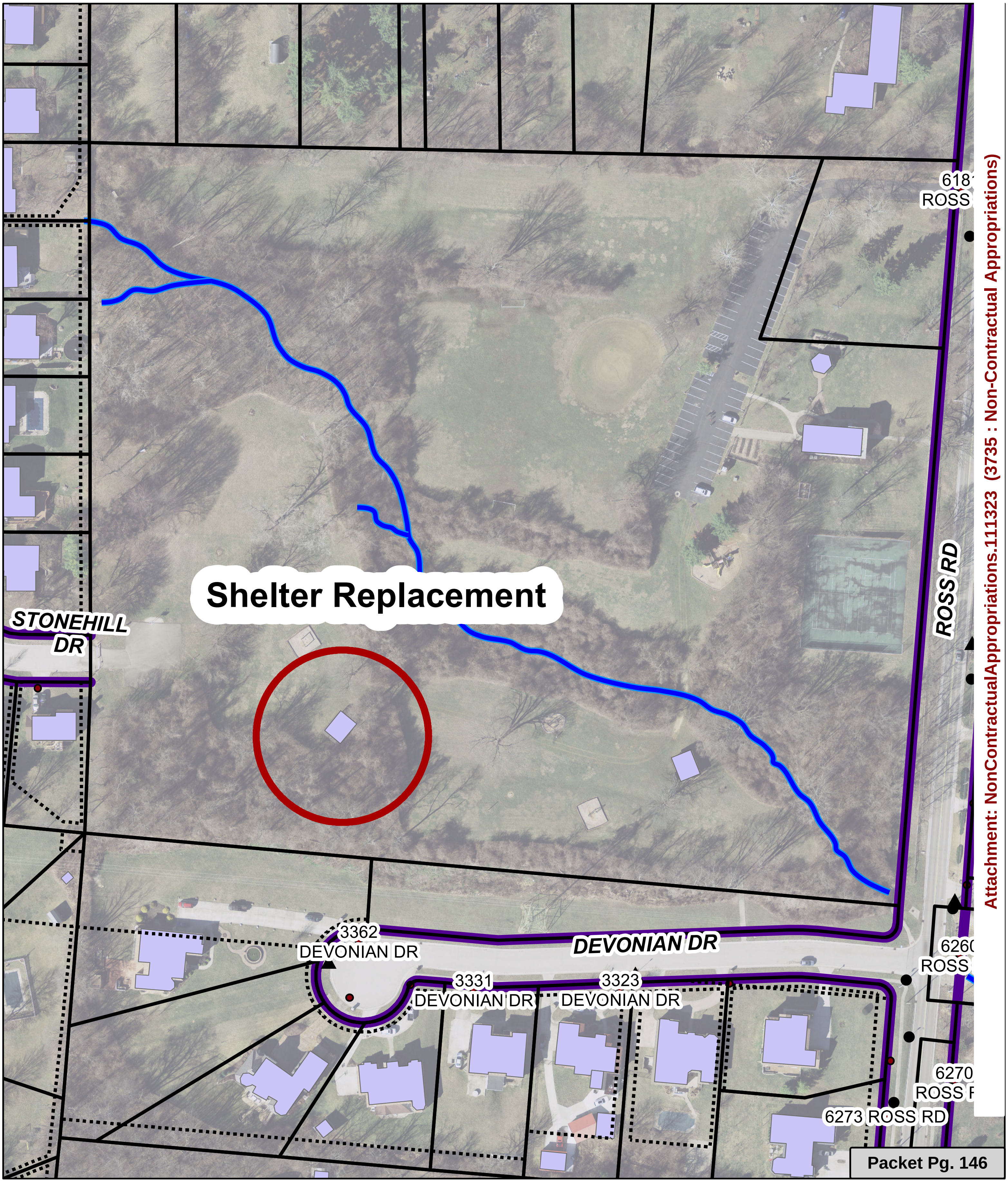
Emergency Provision Needed:
No

Attachments:
1. Vicinity Map
2. Shelter at Gilbert Park

FAIRFIELD
PUBLIC WORKS

City of Fairfield
Shelter Replacement
Gilbert Farms Park

NOT TO SCALE



Estimate

HB Contractor Services LLC

675 N Deis Street #195
Fairfield, OH 45014
www.hb-contractor.com
513.965.1000

Date	Estimate #
6/30/2023	1736

Name / Address
City of Fairfield - Elisha Morgan Mansion 6181 Ross Road Fairfield, OH 45014

Description	Total
<>20' x 45' SHELTER AT ELISHA MORGAN MANSION: -This estimate is for a 20' wide by 45' long open shelter -The new structure will be free standing -All necessary permits will be pulled by HB Contractor Services LLC	
<>FLATWORK: -Eight, 16" wide x 32" deep, round concrete piles will be dug to support the new shelter -Compacted gravel will be installed under the slab of concrete -A new 20' x 45' pad of concrete will be poured -Class C with Fiber mesh -The holes for the posts will also be filled during the pour	
<>CONSTRUCTION OF SHELTER: -The structure will be supported by eight 6x6 posts, attached to the concrete with metal post-to-concrete connectors -The new structure will be supported by two 3 1/4" x 11 1/4" LVL boards sandwiched together, attached to the 6x6 posts with metal beam-to-post connectors -The new roof will have a 5/12 roof pitch -The rafters will consist of 2" x 6" boards spaced every 16" and then sheeted with 1/2" plywood -15lb. roof felt, aluminum drip edge, a ridge vent and three dimensional shingles will be installed -The gable ends will be sheathed with T1-11 plywood	
<>STONE PILLARS: -New stone pillars will be installed around each posts -I will be using Allen Block Courtyard Collection with a Rockcast cap -The eight stone pillars will have a dimension of 22.5" wide x 22.5" long x 38.5" tall	
<>PAINTING: -The posts, beams, gable ends, gutter boards and the underside of the shelter will be painted the color of your choice	
<>ESTIMATE TOTAL	47,500.00
*Price includes all labor, materials and permits, as stated above.	
Thank you for your interest in HB Contractor Services.	**Total $47,500.00**

- Estimate valid for 30 days
- Any additional work / changes outside of this estimate will be done at an additional charge
- HB Contractor Services LLC is not responsible for any costs due to unforeseen conditions
- One year workmanship warranty included

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Riegert Square – Fence for Dumpster Enclosure Appropriation

Legislation Title:
Riegert Square Improvements (Pleasant Avenue Streetscape) – Fence for Dumpster Enclosure Appropriation

Recommendation:
It is recommended that City Council approve legislation for an appropriation of funding for the amounts shown in the Financial Impact.

Background/Synopsis:

A concept plan was developed by the City Engineer and then detailed engineering completed by the Kleingers Group to design the improvements to the Right of Way and Parking Lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue.

Improvements included are new curb, sidewalk, landscaping, lighting, commercial signage, storm sewer work, parking lot paving, and parking lot pavement markings.

This plan will bring improvement to a vital corridor in our town center that is in alignment with Fairfield Forward, the City's comprehensive plan.

Development Services staff has been communicating with property owners and business owners and has received agreements from all of the primary property owners and the landscape and cross access easement associated with this project has been signed.

It has been requested by neighbors and businesses that a dumpster enclosure be built to manage the many small dumpsters and trash cans in this area since there is not a practical place for a traditional dumpster enclosure with large dumpsters.

The construction of this project was contingent on executed development agreements with the property owners.

Construction began in early summer and is scheduled for completion by late 2023.

This project is identified in the current 2023-2027 Capital Improvement Program as 3PW21.

Financial Impact:

Total funding is $7,470.00 using American Rescue Plan Act funding.

Construction funding for Mills Fence Company.

Emergency Provision Explanation:

Not applicable.

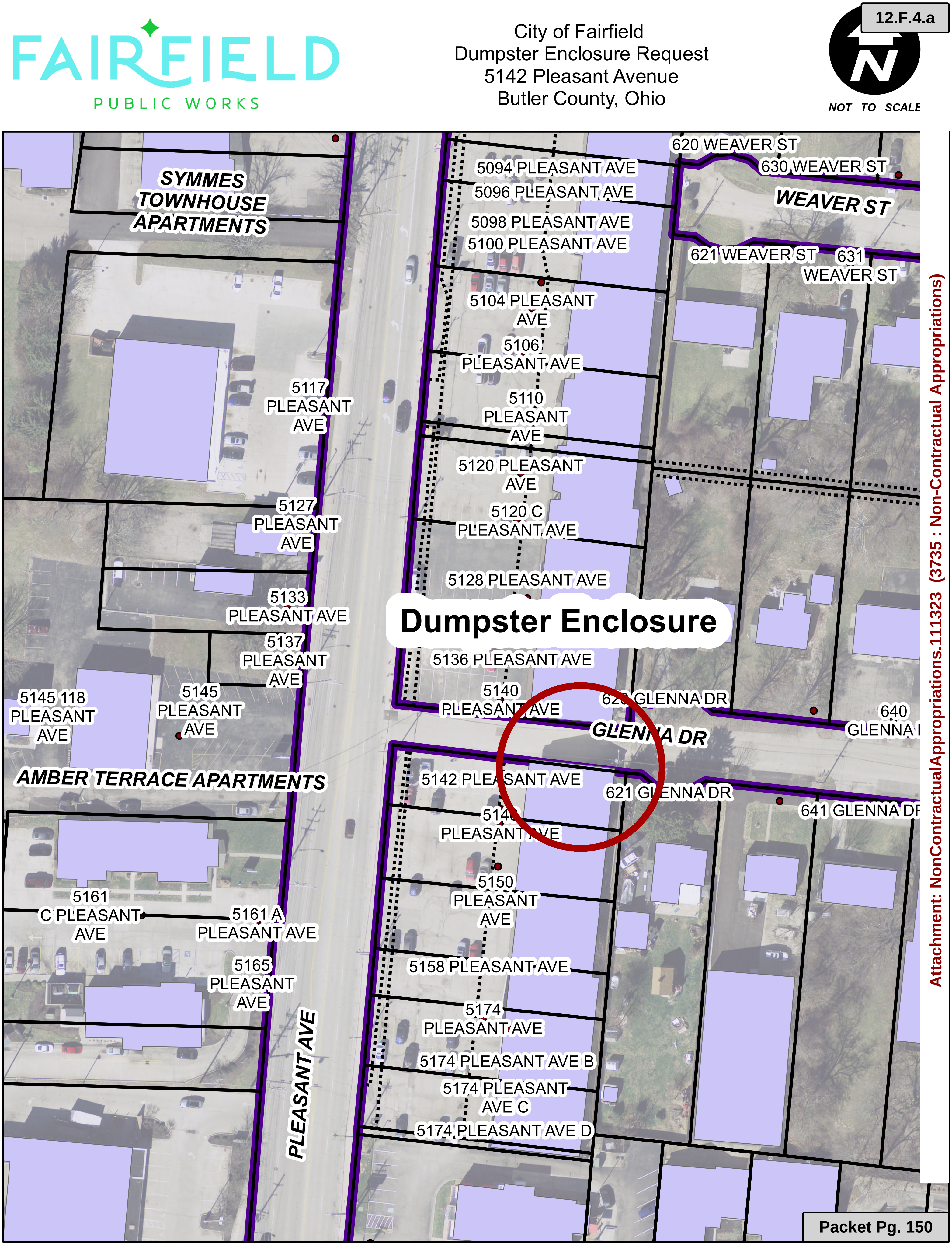
Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Exhibit
2. estimate_18146
3. 05.18.2023_-_City_of_Fairfield_Devel

FAIRFIELD
PUBLIC WORKS

City of Fairfield
Dumpster Enclosure Request
5142 Pleasant Avenue
Butler County, Ohio



Attachment: NonContractualAppropriations.111323 (3735 : Non-Contractual Appropriations)

6315 Wiehe Road | Cincinnati, OH 45237
(513) 631-0333 | www.millsfence.com

RECIPIENT:

City of Fairfield

5142 Pleasant Avenue
Fairfield, Ohio 45014
Phone: 513-896-8171

Estimate #18146

Sent on	07/13/2023
Job Contact Info	Nathaniel Kaelin nkaelin@fairfieldoh.gov
Job Estimator:	Ces Navera ces@millsfence.com (937) 304-2703
Total	**$7,470.00**

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Wood Privacy with Double Drive Gates on Steel Frame (Revised)	Option 1 (Wood Privacy with Double Drive Gates on Steel Frame): Mills Fence proposes to furnish & install ~ 16 LF of Wood Privacy Fence (Cedar Boards on Treated Framework), 6' high. Includes three (3) double drive gates, 6' high x 12' wide (two 6' gate leafs), Western Red Cedar dog-ear (5/8" thick x 5" wide x 6' high pickets), on steel frame (1-5/8" top, center & bottom rails, and uprights), mounted on 1-1/2" x 4" top, center and bottom wood stringers. Center Drop rod on each gate. Gate posts to be 4" O.D., SS-40 weight steel pipe. All posts to be set in concrete on asphalt pavement. Total Investment: $5,700 Note: One (1) year labor warranty from Mills Fence OUPS: Left Side ***** Point/Off Road: ~ 200 LF ***** Dist/Cross St: Nilles Road	$0.00*
PVC Privacy with Double Drive Gates on Steel Frame (Revised)	Option 2 (PVC Privacy with Double Drive Gates on Steel Frame): Mills Fence proposes to furnish & install ~ 16 LF of PVC Vinyl Privacy Fence, 6' high, color: All Adobe. Includes three (3) double drive gates, 6' high x 12' wide (two 6' gate leafs), on steel frame (1-5/8" top, center & bottom rails, and uprights), with center metal drop pin on each gate. Gate posts to be 4" O.D., SS-40 weight steel pipe. All posts to be set in concrete on asphalt pavement. Total Investment: $7,470 Note: One (1) year labor warranty from Mills Fence OUPS: Left Side ***** Point/Off Road: ~ 200 LF ***** Dist/Cross St: Nilles Road	$7,470.00*

6315 Wiehe Road | Cincinnati, OH 45237
(513) 631-0333 | www.millsfence.com

Total $7,470.00

Terms and Conditions of Sale

Terms of payment are noted on Mills Fence's invoice. Interest will be charged at 1-1/2% per month (18% per year) on all past due accounts. With respect to commercial customers only, all costs of enforcement of these terms and conditions of sale and collection of any balance due, including, but not limited to, reasonable attorney's fees incurred by Mills Fence, shall be paid by customer. Mills Fence reserves the right to cancel this order, delay delivery, repossess materials or demand immediate full or partial payment in advance of delivery if customer's credit standing, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to customer's default of any obligation owed to Mills Fence. 50% deposit required upon proposal acceptance for all residential installations. Deposit only refundable within 72 hours of transferring funds to Mills Fence. Installation dates and times are approximate, are not guaranteed and are subject to change.

Mills Fence will arrange to have public underground utilities marked prior to installation. Mills Fence assumes no responsibility for any unmarked public or private underground obstructions such as underground utilities, sprinkling systems, pipes, cables, drain tiles, tree roots, vegetation, or property lines. Customer understands that the fence line must be clear of all obstructions and that s/he will stake or mark the fence line. All customers are required to obtain their own permit, by contacting their local municipality.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Mills Fence will repair or replace at our option any of our work that may prove to be defective in its workmanship or materials within a period of one year from the date of installation. As a condition precedent to this warranty, Customer grants Mills Fence the right to place a sign on the fence that is no more than 12” wide and no more than 6” high in a location solely determined by Mills Fence. MILLS FENCE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OF MATERIAL (i.e., WOOD PRODUCTS) SOLD BY MILLS FENCE. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN MILLS FENCE ARE THEIRS, NOT MILLS FENCE'S, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES.

Wood will warp, twist, and develop small cracks during the drying process. Wood privacy fence will also develop small gaps between boards due to shrinkage. This is natural and expected and is not covered under warranty. Gates should be kept in a locked position when not in use. All agreements contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

The laws of the State of Ohio shall apply in the construction of these terms of the contract or any dispute arising hereunder without giving effect to such jurisdiction’s conflict of laws principles. Customer submits to jurisdiction in the courts of Hamilton County, Ohio.

In the event any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall not be affected or impaired in any manner.

This proposal may be withdrawn if not accepted within 30 days

6315 Wiehe Road | Cincinnati, OH 45237
(513) 631-0333 | www.millsfence.com

Notes Continued...

Signature: ______________________ Date: _____________

Customer Name & Address: City of Fairfield - Nathaniel Kaelin
5142 Pleasant Avenue, Fairfield, OH 45014

Customer Signature:

Date: 7/12/2023 (Revised) 5/18/2023

E-Mail Address: NKAELIN@FAIRFIELD-CITY.ORG

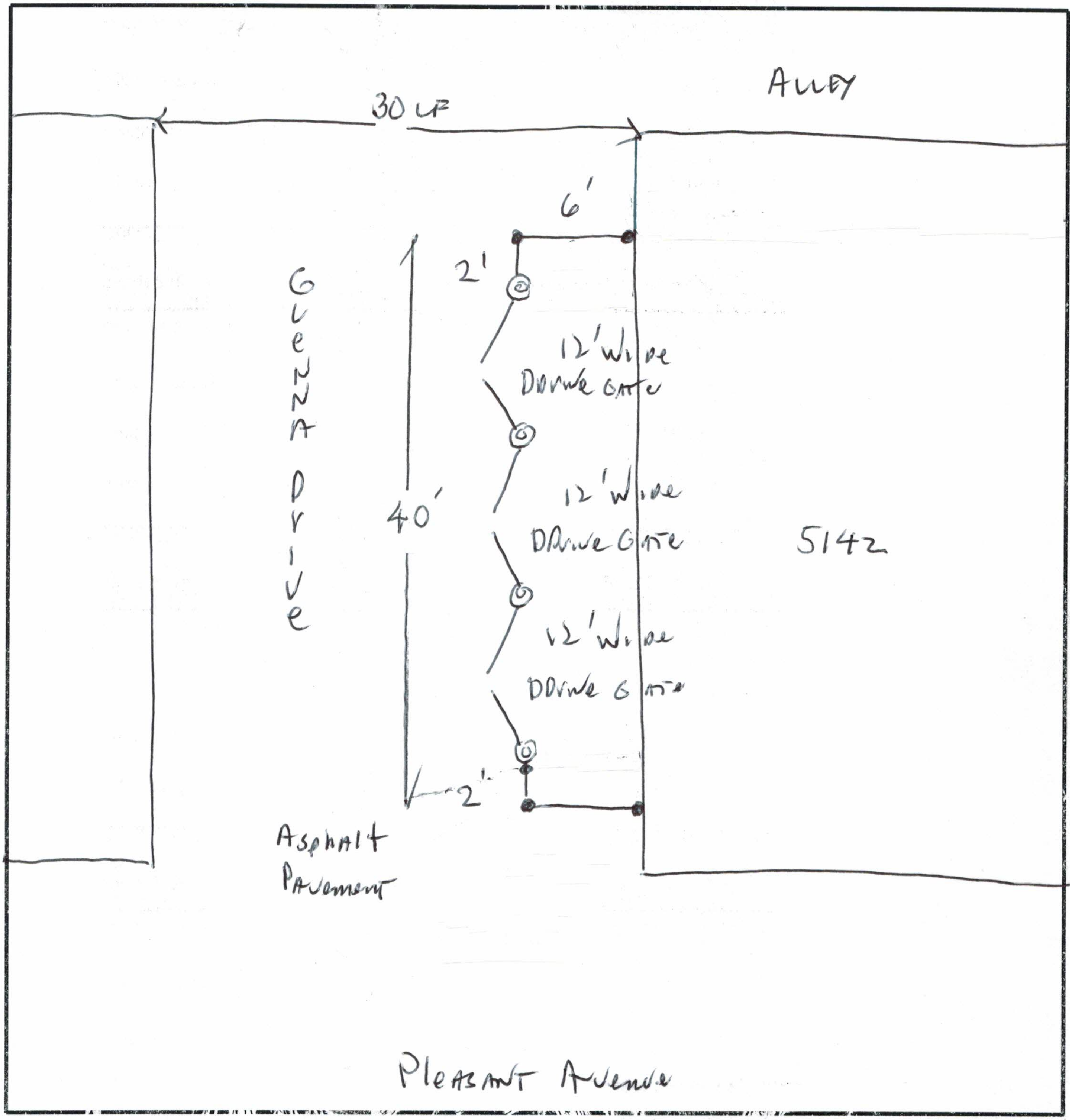
Phone: 513-896-8171

Type of Fence: Wood Privacy Enclosure - 6' High w/4" Steel Gate Posts OR / 12' W DR Gate
PVC Privacy Enclosure - 6' High / Almond Adobe w/ 4" Steel Posts / on Steel

OUPS: Rear/B Sides Left

Point/Off Road 200

Dist/Cross St Niles Auto



This Diagram is a guide ONLY of the Layout and footage of the proposed fence work.
You will still need to be present at the start of the project to confirm the layout with the installer.
If this diagram is an accurate representation of your needs, please sign above. Thank you.

City Council Ordinance
Regular Meeting - November 13, 2023

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
Fire Alarm Upgrade CAC

Legislation Title:
Fire Alarm Upgrade Community Arts Center

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $59,602 from the Capital Improvement Fund for for this project.

Background/Synopsis:
This request is for the replacement of the existing fire alarm system at the Community Arts Center with a Honeywell Silent Night Intelligent Fire Alarm Panel. The old panel is being replaced due to the age of the system, availability of parts, and to move away from a proprietary platform that requires us to sole source the service and repair of the current system. Three quotes were requested for this project, one from Silco Fire and Security for $49,602, one from Integrated Protection Systems for $55,888, and one from Summit Fire Protection Company which did not return a quote. Silco Fire and Security was chosen for this project due to cost.

Financial Impact:
$59,602 ($49,602 for Silco Fire Protection + $10,000 for Parks Facility needs and contingencies) from the Capital Improvement Fund.
This project is listed in the 2023 CIP as #3FC51 Parks Buildings Repairs and Upgrades ($80,000).

Emergency Provision Explanation:
Rules suspension is being requested to facilitate this project.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Silco Fire Alarm
2. IPS Fire Alarm

FIRE & SECURITY

DATE: October 19, 2023

FROM: Justian W. Woods
Silco Fire & Security
937-541-1674 JWoods@SilcoFS.com

SUBJECT: Fairfield Community Arts Center System Replacement – 411 Wessel Dr Fairfield, OH 45014

The following is our proposal for the above project. Please let me know if you have any questions.

Scope of Work: Base Bid

This is a "Full TurnKey" proposal to replace the Simplex 4010 fire alarm system with a Silent Knight non-proprietary panel. The proposal is based upon the fire alarm asbuilt drawings from the last installation on record. This is considered a "part for part" replacement project in which the existing footprint and system layout will be maintained. The current fire alarm system consists of horn-strobe notification, manual station, smoke coverage in select locations, duct smoke detection, sprinkler monitoring, elevator recall, and central station monitoring. The field devices, (Pull Stations, Smoke Detectors, Heat Detectors, Duct Detectors, Relay Modules, Monitor Modules, Control Modules, and Annunciator) will be replaced on a one-for-one basis. The head end panel will be replaced with an SK6808 fire alarm system. All field power extender panels or "NAC" panels will be replaced on a one for one basis with a SK5496. Lift rental fees are included to reach the smoke detection in elevated. Both fire alarm and elevator permit service fees are also included. This proposal will provide updated fire alarm shop drawings based upon the EORs original design and layout, (CAD files must be provided to Silco before work can begin), submittals, parts listed below in the bill of materials (BOMs), programming labor, device replacement labor, pretest labor, acceptance testing labor, close out documentation, and a warranty on parts and workmanship. Project is tax exempt. See "General Clarifications" for more information.

Bill of Materials: Base Bid

Description	PN	QTY
Intelligent Fire Alarm Control Panel	6808	1
6 Amp Intelligent Power Supply - 4 NAC Circuits	5496	2
Remote Fire Alarm Annunciator, Gray	5860	1
Trim Ring, Gray	5860TG	1
Optional Surface Mount Backbox	SMB500	26
Addressable Relay Module	SK-RELAY	11
Addressable Control Module	SK-CONTROL	2
Remote Test Station with Key	RTS151KEY	7
Intelligent Non-Relay Duct Smoke Detector	SK-DUCT	7
Metal Sampling Tube, Duct Widths 4' to 8'	DST5	7
Intelligent Addressable Thermal Detector	SK-HEAT	1
Addressable Mini-Monitor Module	SK-MINIMON	14
Addressable Manual Single Action Pull Station	SK-PULL-SA	21
Surface Backbox	SB-10	21
Intelligent Addressable Photoelectric Detector	SK-PHOTO	32
L-Series, Red, Wall-Mounted, Clear Lens, Strobe	SRL	13
2-Wire Horn/Strobe Standard MultiCandela, outdoor/red	P2RK	1
Sync-Circuit Module, Red	MDL3R	8
Indoor Selectable Horn Strobe, 2-Wire, Wall Mount, "FIRE" Red	P2RL	66
System Sensor Dcoil	BK-COIL	7
Ultra Tech 10ahr Battery - NAC Panel Aux	IM-12100HF2	4
ELK 12ahr Battery - Main Panel Aux	ELK-12120	2
Document Box - Per Code	SAE SSU00961A	1

FIRE & SECURITY

Bill of Materials: Base Bid (Continued)

Description	PN	QTY
Surge Suppressor (ac power) - Per Code	DTK-120HW	3
Surge Suppressor (SLC) - Per Code	DTK-2LVLPLV	2
Cell Dialer Unit	StarLink1	1
Duct Smoke Housings	4098-9845	4

Base Bid Pricing ……………………………………………………………………………………………………..$**49,601.93**

Payment Notes: Silco Fire and Security, upon credit approval, will progressively bill per payment terms below until the project has been completed or a 50 down + progressive billing will apply.

Continued Scope Clarifications:

Silco Fire & Security IS responsible for the following:

- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on the scope requested. (Sold as Freight On Board)
- Performing the scope of work described in this proposal during normal working hours, Monday through Friday, 8am – 4:30pm. Labor outside of this range can result in additional charges.
- Correspondence to any State, Insurer or Authority Having Jurisdiction is included.
- Warranty on new equipment and workmanship only. Wiring, conduits, backboxes, and raceways are not under warranty.
- System training must be scheduled in advance with the project manager. Training will consist of one session.
- Proposed as a single-phase project.
- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on our preliminary design. If additional devices are required based on our final design, these will be furnished at an additional charge.

Silco Fire & Security IS NOT responsible for the following:

- All 120 VAC power required by our system is to be supplied by others. Power is to be dedicated to our equipment unless specified otherwise.
- Any trenching, backfilling, sealing, fire stopping, cutting, painting, or patching required to complete the scope of work.
- Any Fire Watch that this project may require.
- Removal of asbestos. This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with biohazard disposal and extra time required to work in this type of environment.
- The conformance to any Authority Having Jurisdiction or life safety standards as they apply to the scope of the project.
- Any additional devices required by the Authority Having Jurisdiction.
- Shipping damages and delays not caused by Silco Fire and Security.

General Clarifications

- No retainage shall be held.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Silco Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges.
- Prior to the start of work, Silco Fire & Security shall be informed in writing by the owner of any hazardous material issues that may be encountered on-site.

- Customer to provide the necessary wall space for mounting control panels and power supplies.
- Pre-test must be completed prior to final check out.
- Systems must be clear of all "Trouble" signals prior to final check out.
- Systems will require monitoring for final check out.
- Record of completion must be awarded / completed prior to final check out.
- Silco Fire & Security will require 72-hour notice for work performed.
- CAD files must be turned over at the time of booking to begin the engineering phase of the project. Failure to deliver the files could result in a change order to cover the cost to create the drawings from scratch.
- Exclusions from this proposal are smoke control and purge systems, access control interface for emergency release (not enough information provided), additional sprinkler system monitoring, elevator functions, area heat detection, area smoke detection, additional horn-strobe notification other than what has been provided in this proposal, voice notification or speaker notification systems, graphic command computer, gas control shutoff, BDA/ERRCS systems or surveys, cellular monitoring, suppression system monitoring, HVAC control, HVAC monitoring, duct smoke monitoring, manual pull activation, smoke or combo damper control, attic stock, BAS interface, and door holder control.
- FPE engineering and review is NOT included in this proposal. The requirement for one will result in a change order to cover the additional cost of labor.
- Adders are Optional and can be picked up at the time of bid acceptance or later in the project. Some increase in cost may occur due to product fluctuations. Adders can be combined in with the base bid in any combination. Please specify at the time of purchase what adders are being chosen, if any.
- The price shown is tax exempt. To retain exemption status all required tax documentation must be provided at the time of booking or additional charges will apply.
- Existing wiring and raceways are to be reused and are presumed to be in good working condition. If found faulty a change order to replace existing raceways and cabling could be issued.
- Patch work, repair drywall work, and painting are not provided under this proposal.
- Equipment disposal is not part of this proposal unless a rubbish receptacle has been provided for use.
- Safe storage location required for ariel platform lift.

Terms & Conditions

1. Payment Terms (Subject to Credit Approval):
   - 50% down + Progress Billing. Deposit must be received before equipment is ordered. Progress invoices due on receipt.
2. The quoted price is valid for 30 days and **does not include** permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. Changes in scope and or design will be billed separately, including any AHJ required changes.
4. If delays caused by others exceed 60 days and affect Silco's ability to procure parts at the original quoted price, Silco reserves the right to adjust pricing.
5. If the Customer cancels the project or a portion of the project, Customer agrees to pay for work performed and material restocking fees. Material restocking fees are 30%, except where materials cannot be returned, in which case material restocking fees are 100%.
6. For water-based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
7. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
8. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
9. Regarding signal strength surveys performed for Bi-Directional Amplifier Systems (BDAs), survey results only reflect the conditions at the time of the survey. Signal strength is likely to change over time for various reasons. BDA systems may need to be modified as these changes occur. Any modifications or additional surveys are outside the scope of the services proposed by Silco.
10. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard

(sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.

11. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers.
12. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
13. Installation cannot begin until plans are approved by the authority having jurisdiction. Silco will notify the customer when a permit has been issued.
14. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
15. Silco warrants that in the event any equipment installed by Silco becomes defective within 1 year from the date of completion of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA.
16. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or the property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of $10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased, and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
17. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
18. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
19. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
20. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
21. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
22. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

______________________________ (Signature)

______________________________ (Date)

____

(Printed Name/ Title)

Fairfield Community Arts Center

Proposal: 39134-2-0

Prepared for:

Fairfield Community Arts Center
Brian Rose
411 Wessel Drive
Fairfield, OH 45014

t: (513) 404-2405
m: (513) 404-2405

Prepared by:

Integrated Protection Services
Steve Stigall
5303 Lester Road
Cincinnati, Ohio 45213-

p: (513) 631-5505
e: sstigall@integratedprotection.com

Proposal date:
October 05, 2023

Valid to:
October 19, 2023

SCOPE OF WORK

Fairfield Community Arts Cer
Proposal: 39134-2
Date: October 05, 20

Customer: Fairfield Community Arts Center

Site: Fairfield Community Arts Center
411 Wessel Drive
Fairfield, OH 45014

Billing: Fairfield Community Arts Center
411 Wessel Drive
Fairfield, OH 45014

Contact: Brian Rose
(513) 404-2405
brose@fairfieldoh.gov

IPS, Inc. is pleased to provide you with fire alarm system budget pricing for **Fairfield Community Arts Center.** Our price includes the devices as shown on drawings of the existing Simplex Fire Alarm System FA-001 FA-100, 101, 101M , FA-102, FA-103, FA-501 FA-502 FA-601 FA701 DATE 2-12-04

Additional devices required above & beyond code will be addressed in a change order.

IPS will be providing all new devices to replace the existing proprietary Simplex Devices with New EST Edwards Systen Device which are not proprietary and has multiple vendors in that area. IPS will be replacing all devices listed on the proposal and shown of the existing fire alarm drawings as listed above.
This includes items such as:

Head End Equipment
Main Panel -Booster Panels and batteries- Remote Annunciator -

Initiating Devices:
Pull stations- Smoke detectors- Ductsmoke detectors- Monitoring modules for Waterflows and Tamper switches- Elevatc recall relays.

Notification Devices:
Horn/strobe units
Strobe only units
WP Horn/strobe

IPS will supply submittal drawings for permit as when changing the control panel to another system this is required by code

Permitting is by IPS. In the event the submittal package is rejected by the local plan's examiner, IPS will review the rejection letter and address required changes / modifications. Based on the extent of the required changes / modificatior IPS may charge for additional labor. Additional labor charges for engineering services may be addressed in the form of a change order.

IPS will coordinate a pre-job meeting prior to the installation of the fire system. The purpose of this meeting is to review job schedules, installation techniques, installation requirements, safety issues and any other issues regarding the installation of the fire system. IPS will provide a standard installation guidelines document to the electrical contractor. Th document covers typical installation practices required for fire alarm systems.

*****Installation of the system is by IPS . NOTE NOTE NOTE*****
IPS will be re-using all wire, conduit, wire pathways, installation materials and labor for the installation. This is currently installed and is assumed to be in good working order.

IPS will perform pre-testing and Final Testing with the local authority.

IPS will provide pre-test documentation as required. Scheduling of the final acceptance test is the responsibility of the electrical contractor. IPS requests one week's notice prior to the scheduling of the final acceptance test of the fire alarm system.

Our pricing includes one final acceptance test. Additional final tests / testing that may be required due to delays or circumstances caused by others may be addressed in the form of a change order.

Troubleshooting of short circuits, open circuits, grounds, or other wiring issues is the responsibility of the own IPS will provide troubleshooting recommendations to the owner if needed and work up a change order to corre any bad cabling.

All work to be performed during normal business hours, M-F (8:00AM - 5:00PM)

NOT INCLUDED IN PRICING (see System Inclusion / Exclusion Statements):

Shunt Trip 120VAC Relays
Generator monitoring (not shown on plans)
Fire pump monitoring (not shown on plans)
Sprinkler System
Sprinkler Bells
Fire dampers and smoke dampers
Wiring to fire dampers
Smoke control
CO sensors
120VAC emergency power for dampers
Back Boxes for devices

INCLUDED IN PRICING (see System Inclusion / Exclusion Statements):

1-year warranty
Cell Dialer

NOTES:

Drawings will be completed 3-4 weeks after we receive DWG CAD files from the owner

We will need the tax-exempt certificate prior to booking this project if the project is tax exempt.

We have included (1) Site Visit Pre-Test and (1) Site Visit Final Test, per building. A change order may be issued if IPS comes on-site, and the inspection gets canceled without notice or if EC is not ready for the inspection.

SYSTEM NOTES

INTEGRATED PROTECTION SERVICES

SCOPE OF WORK

Fairfield Community Arts Cen
Proposal: 39134-2
Date: October 05, 20

Please be advised as of January 1, 2018, the TELCO companies are no longer required to maintain PSTN or POTS analog phone lines. They have the right to outright disconnect them. The POTS telephone lines in an area will eventually shut down, and without a suitable communications replacement, the fire or intrusion alarm dialer will not be able to communicate the alarm and trouble signals to the IPS Central Station.

IPS Statement on Price Increases and Shipping Delays

Due to raw material shortages, supply chain issues, market volatility, OEM manufacturing problems and shipping delays please note the following:

- IPS cannot guarantee pricing for any project beyond 14 days from the date of this proposal. Any quotes accepte beyond this timeframe may be subject to price increases based on current supplier pricing.

INTEGRATED PROTECTION SERVICES

PROJECT INVESTMENT

Fairfield Community Arts Cen
Proposal: 39134-2
Date: October 05, 20

Customer: Fairfield Community Arts Center

Site: Fairfield Community Arts Center
411 Wessel Drive
Fairfield, OH 45014

Billing: Fairfield Community Arts Center
411 Wessel Drive
Fairfield, OH 45014

Contact: Brian Rose
(513) 404-2405
brose@fairfieldoh.gov

FACP - FARA - Cell Dialer

QTY	Manufacturer	Part #	Description
1	EST	IO1000GD	Four loop system with one 250-point loop installed
1	EST	SA-TRIM2	Semi-Flush Mount., Trim Kit, 500pt systems.
1	EST	BC-1	Battery Cabinet Black backbox, Bronze Door. Suppo
2	POWER-SONIC	PS-12180	12V18AH Battery
1	NAPCO	SLE-MAXVI-CFB	Commercial Dual Path Fire, MAXV Verizon Alarm Comm
1	EST	SIGA-CT1	Single Input Module. Single circuit input module f
1	POWER-SONIC	PS-1270	Power Sonic 12V, 7AH Sealed Lead Acid Battery
1	EST	RLCD-C	Remote LCD text annunciator with common controls.

Booster Panels

QTY	Manufacturer	Part #	Description
2	EST	SIGA-CC1S	Single Input (Riser) Module with strobe synchroniz
4	POWER-SONIC	PS-1270	Power Sonic 12V, 7AH Sealed Lead Acid Battery
2	EST	BPS6A	6.5 Amp Booster Power Supply

Initiation Devices

QTY	Manufacturer	Part #	Description
20	EST	SIGA-278	Manual Pull Station - Double Action, 1-stage
33	EST	SIGA-OSD	Edwards intelligent multi-criteria optical smoke d
1	EST	SIGA-HRD	Intelligent fixed temperature/Rate-of-rise heat de
34	EST	SIGA-SB4	Detector Base - Standard, for 4 inch sq. box, incl

Notification Devices

QTY	Manufacturer	Part #	Description
78	EST	GCAVWF	Ceiling Horn/Strobe, 15-115cd, White, FIRE Marking
9	EST	GRSW-10	Universal Mounting Plate, 10 Pack
10	EST	GCVWF	Ceiling Strobe, 15-115cd, White, FIRE Marking. GRS
1	EST	WG4RF-HVMC	Outdoor Rated Wall/Ceiling Horn/strobe, RED w/FIRE
1	EST	869-WPB	Weatherproof back box

Waterflow - Tamper Modules

QTY	Manufacturer	Part #	Description
3	EST	SIGA-CT2	Dual Input Module. Two circuit input module for us
6	EST	SIGA-CT1	Single Input Module. Single circuit input module f

Elevator Recall

INTEGRATED PROTECTION SERVICES

PROJECT INVESTMENT

Fairfield Community Arts Cen
Proposal: 39134-2
Date: October 05, 20

Elevator Recall

QTY	Manufacturer	Part #	Description
1	EST	SIGA-CT1	Single Input Module. Single circuit input module f
4	EST	SIGA-CR	Control Relay Module. Select for either N.O. or N.

Ductsmoke Detectors

QTY	Manufacturer	Part #	Description
4	EST	SD-PH	SuperDuct, Protective Housing
7	EST	SIGA-SD	SuperDuct, Signature Series duct smoke detector
7	EST	SIGA-CR	Control Relay Module. Select for either N.O. or N.
7	EST	SD-TRK	SD Remote Reset/Test, 2W/SIG
7	EST	SD-T60	Duct Detector Accessory, 60 in. Sampling Tube

Financial Summary

Total Proposal Amount: **$55,888.0**

Note: The above price does not include sales tax.

Exclusions and Clarifications

IPS Statement on Price Increases and Shipping Delays

Due to raw material shortages, supply chain issues, market volatility, OEM manufacturing problems and shipping delays, please note the following:

- IPS cannot guarantee pricing for any project beyond 14 days from the date of this proposal. Any quotes accepted beyond this time frame may be subject to price increases based on current supplier pricing.
- Equipment Manufacturers are experiencing delivery delays on nearly all product lines. IPS will not be held responsible for any failure to meet project deadlines due to supply chain issues beyond our control.

FINAL NOTES: IF THIS PROJECT REQUIRES PAYMENT OF PREVAILING WAGES UNDER STATE OR FEDERAL GUIDELINES, THIS QUOTATION MAY REQUIRE AN ADDITIONAL CHARGE FOR INCREASED WAGE REQUIREMENTS. UNLESS SPECIFICALLY LISTED, THIS QUOTATION DOES NOT INCLUDE SALES TAX INSTALLATION, PERMITS, BONDS, OR FEES. ORDINARY SHIPPING & HANDLING IS INCLUDED. EXPEDITE SHIPPING REQUIRES ADDITIONAL CHARGES. ALL EQUIPMENT IS WARRANTED FOR A PERIOD OF (YEAR FROM FINAL CHECK-OUT OR FIRST BENEFICIAL USE. WHEN LISTED, TECHNICIAN PROGRAMMING START-UP INCLUDES ONE (1) COMPLETE SYSTEM CHECK-OUT. UNLESS OTHERWISE NOTED, ON-SIT TECHNICAL SUPPORT REQUIRES TWO (2) WEEKS NOTICE FOR SCHEDULING. UNLESS NOTED, AL TECHNICIAN WORK SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS M-F, 7:30AM-4PM. I REQUIRED, TECHNICIAN TROUBLESHOOTING FOR WIRING DEFECTS SUCH AS GROUND FAULTS MIS-WIRED, SHORTED, AND OPEN CIRCUITS ON WIRING INSTALLED BY OTHERS WILL BE INVOICED AT STANDARD IPS SERVICE RATES.

INTEGRATED PROTECTION SERVICES

PROJECT INVESTMENT

Fairfield Community Arts Cen
Proposal: 39134-2
Date: October 05, 20

PAYMENT TERMS:

1. IPS WILL INVOICE FOR START-UP AND ENGINEERING UPON RECEIPT OF PURCHASE ORDER
2. IPS WILL INVOICE FOR ALL EQUIPMENT UPON RECEIPT BY IPS
3. IPS MAY REQUIRE A DEPOSIT FROM CUSTOMER IF MANUFACTURER REQUIRES A DOWN PAYMEI FOR SPECIAL ORDER OR LONG LEAD TIME EQUIPMENT
4. IPS WILL PROGRESS INVOICE FOR ALL LABOR DURING THE PROJECT
5. ALL PAYMENTS ARE DUE NET 20.

Accepted By: **Integrated Protection Services**

Name: **Steve Stigall**

Signature: ______________________

Title: ______________________

Date: ______________________

Accepted By: **Fairfield Community Arts Center**

Name: ______________________

Signature: ______________________

Title: ______________________

Date: ______________________

ORDINANCE NO. __________

ORDINANCE TO AMEND ORDINANCE NO. 155-22 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, 2023, AND ENDING DECEMBER 31, 2023."

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

Section 1. Ordinance No. 155-22, the 2023 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Street Improvement Fund**	**$40,000**
To:	40116025-252000 Improvements other than Building *(South Gilmore Right of Way Improvements 3PW24)*	$40,000
From:	**Unappropriated General Fund**	**$30,000**
To:	10016023-233900 Other Professional Services *(River Road multi-use path feasibility study)*	$30,000
From:	**Unappropriated Capital Improvement Fund**	**$89,602**
To:	40216025-254000 Buildings & Improvements *(Fire Alarm System Upgrades at CAC 3fC51)*	$59,602
To:	40216025-253200 Capital Equipment *(Baroness Fairway Mower 3RC04)*	$30,000
From:	**Unappropriated Water Surplus Fund**	**$20,950**
To:	60516025-252000 Improvements other than Building *(Well 3R SCADA Integration 3WT22 [$9,090])* *(Clarifier Rehabilitation 3WT24 [$7,015])*	$16,105
To:	60516023-233900 Other Professional Services *(Clarifier Rehab Inspection Services 3WT24)*	$4,845
From:	**Unappropriated Water Replacement & Improvement Fund**	**$42,986**
To:	60416025-254000 Buildings & Improvements *(Water Annex Building Heater Replacement 3WT15)*	$18,000

To:	60416025-252000 Improvements other than Building *(Booster Pump Station Improvements 3WT08)*	$24,986
From:	**60416023-233900 Other Professional Services** *(Clarifier Rehab Inspection Services 3WT24)*	**$4,845**
From:	**60416025-252000 Improvements other than Building** *(Clarifier Rehabilitation 3WT24)*	**$7,015**
To:	Unappropriated Water Replacement & Improvement Fund	$11,860
From:	**Unappropriated American Rescue Plan Act Fund**	**$119,543**
To:	26616025-252000 Improvements other than Building *(Gilbert Farms Park Shelters [$47,500]) (Winton Hills Park Driveway and Path [$64,573]) (Dumpster Enclosure at Reigert Square [$7,470])*	$119,543
From:	**Unappropriated Fire Levy Fund**	**$40,715**
To:	20332022-221000 Training and Business Expenses *(Blue Card Training AFG Grant)*	$40,715

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:

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Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\NonContractual 11-13-Ord