Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large

Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 11, 2024 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. 5:30 PM - 2025 Operating Budget Review

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

Councilmember Tim Meyers

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

8. CITIZEN COMMENTS

9. COUNCIL REPORTS

10. PUBLIC HEARING(S)

a. Whispering Hill PUD Joint Public Hearing

11. APPROVAL OF MINUTES

a. Regular Meeting held October 28, 2024

12. OLD BUSINESS

A. DEVELOPMENT SERVICES

Councilmember Matt Davidson

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Whispering Hill Planned Unit Development.

   - Legislation - Hold Second Reading pending Planning Commission recommendation

2. Ordinance to authorize the City Manager to execute a Restricted Fund Agreement with the Fairfield Community Foundation to establish a Fairfield public art fund for public mural and sculpture installation and maintenance, authorize a grant in the amount of $75,000 to be made to the fund for establishing a mural program and piloting two murals in the Town Center, and declaring an emergency.

   - Legislation - Second Reading
   - Motion - Suspend Third Reading
   - Motion - Adoption

13. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES

City Manager Scott Timmer - Report

Councilmember Matt Davidson

1. Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Pacific Manufacturing Ohio, Inc., to include an expansion to its campus by means of renovating and enlarging an existing building on Quality Boulevard, and declaring an emergency.

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

2. Ordinance authorizing the Building Superintendent to waive building permit fees in excess of $50,000 related to the construction of a new facility for Pacific Manufacturing at 550 Quality Boulevard and declaring an emergency.

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

3. Ordinance to authorize the City Manager to execute a Development Agreement with ANL Fairfield Land, LLC relative to roadway improvements to Seward Road identified as necessary to facilitate construction of a third building in the Fairfield - Fairfield Township Joint Economic Development District, and declaring an emergency.

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

B. PUBLIC WORKS

City Manager Scott Timmer - Report

Councilmember Adam Kraft

1. Ordinance to authorize the City Manager to execute and file the Ohio Department of Transportation –Transportation Alternative Program Grant Funding Application and Agreement for the River Road West Multi-Use Trail (Connecting the Pleasant Avenue Multi-use Trail to the Great Miami River Trail) and declaring an emergency.

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

2. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions LLC for the Municipal Building Security Upgrades Project and declaring an emergency.

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

C. FINANCE & BUDGET

City Manager Scott Timmer - Report

Councilmember Gwen Brill

1. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."
   Contractual Appropriations: $556,274 for Municipal Building Upgrade Project; $25,000 for concrete and asphalt repairs following water repair projects (existing contracts).

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

2. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."
   Non-Contractual Appropriations: $75,000 for Public Art Fund grant.

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

3. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."
   Non-Contractual Appropriations: $15,000 for Automatic Meter Reading Supplies (Public Utilities - Water Division); $21,100 for Harbin Park Playground and Shelter (Parks & Recreation); $42,227 for Community Arts Center Sign (Parks & Recreation); $20,000 for tree maintenance at North and South Trace (Parks & Recreation); $24,997 for replacement PA system at Village Green (Parks & Recreation).

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

14. MEETING SCHEDULE

A. Monday, November 25 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

B. Monday, December 9 - Regular Meeting 6:00 PM

C. Monday, January 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

15. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

16. ADJOURNMENT

Fairfield City Council
November 1, 2024

Public Hearing Notice

All property owners and citizens of Fairfield, Ohio are hereby notified that a joint public hearing between the Planning Commission and City Council has been scheduled for 7:00 PM on Monday, November 11, 2024 at the Fairfield Municipal Building at 5350 Pleasant Avenue, Fairfield Ohio, 45014. The purpose of the hearing is to solicit citizen input regarding the submission of a Concept Plan for a Planned Unit Development (PUD) for the construction of 68 owner-occupied paired villas on the former Benzing Estates PUD site, located on Parcel ID A0700017000109.

Parties that wish to review the application may do so by visiting the Development Services Department located at the Fairfield Municipal Building or on the Development Services page on the City website at www.fairfield-city.org/devservices. Questions may be directed to the Department by telephone at (513) 867-5345 or via e-mail at development@fairfieldoh.gov. The Department is open Monday through Friday, between the hours of 8:00 AM and 5:00 PM.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, November 1, 2024

Attachment: JPH Notice - Whispering Hill PUD (4124 : Whispering Hill PUD Joint Public Hearing)

City of Fairfield
Minutes
Regular Meeting of City Council
October 28, 2024

Council-Manager Briefing

2025 Operating Budget Review

Vice Mayor Brill called the briefing to order at 5:30 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft, Tim Meyers, Matt Davidson.

Staff members present: Laurie Murphy, Chris Hacker, Steve Wolterman, Alisha Wilson, Mandi Brock, Carol Mayhall, Adam Sackenheim, Steve Maynard, Ben Mann, Jason Hunold, Greg Kathman and Tom Lakamp.

Staff presented an overview of the 2025 Operating Budget. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Adam 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	Present	
Dale Paullus	Councilmember, 2nd Ward	Present	
Debbie Pennington	Councilmember, 3rd Ward	Present	
Adam Kraft	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Present	

Agenda Modifications

None.

Executive Session Requests

Councilmember Davidson, seconded by Councilmember Meyers, moved for Executive Session to consider the purchase of property for public purposes. Roll call vote. Motion carried 7-0.

Special Presentations

None.

Citizen Comments

James Rollo, 5244 Sue Drive - came with neighbors to express frustration that owner of 5262 Sue Drive has opened a group home for women with drug addiction and mental health issues. Property owner gave all of the neighbors a letter. He has a drug-detecting dog that will be alerting all the time. He has worked on opioid awareness documentaries. He is concerned for the calls for service increasing due to this situation. He and the neighbors are concerned for the kids that live on the street. He is aware that the city is not able to do anything about it but he is frustrated. Law Director Wolterman explained that it is actually federal law that restricts the City from enacting zoning regulations to prohibit those types of homes, due to addiction being classified as a disability and municipalities cannot discriminate against individuals with a disability regarding housing.

Greg Kathman - state law and local code states that facilities that treat 1-5 people may do so in a residential area without permits. City is aware of other residential facilities in the City. State Department of Mental Health and Addiction Services does issue some licensing, unsure about funding. Law Director Wolterman stated that it is not necessarily a treatment facility and could possibly just be a residential housing facility.

Ron Hodge, 5224 Sherry Lane - backyard backs up against the property on Sue Drive. He has three, soon to be four, grandchildren that get on the bus at the end of Sue Drive. This is a concern for him and the safety of his grandchildren. He understands that the surrounding homeowners are not able to do anything, but he asks that City Council does something to try to prevent this from happening again.

Council Reports

Councilmember Kraft - leaf pickup will start next week in areas west of Pleasant Avenue with four trucks sweeping the area and will make several passes through the City through the season

Councilmember Pennington - contractors continue to make good progress on Gray Road water main replacement project. Project is currently on schedule and anticipated to be complete on time or early.

Councilmember Besl - 2024 Fairfield Festival of Trees sign-ups are underway; Saturday is Fall Raskals Day to serve local seniors

Councilmember Davidson - on behalf of City of Fairfield and in collaboration with the City of Hamilton, he delivered over 50 cases of Hamilton water to Sarasota, Florida following the hurricanes

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of October 15, 2024 were approved as written and submitted.

OLD BUSINESS

None.

NEW BUSINESS

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

Development Services

City Manager Scott Timmer - Report

Councilmember Matt Davidson

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Whispering Hill Planned Unit Development.

Recommendation:
It is recommended that City Council have a first reading on this item at the October 28, 2024 meeting and set the joint public hearing date for November 11, 2024.

Councilmember Davidson presented the first reading of this ordinance and set the joint public hearing date for November 11, 2024.

RESULT:	**FIRST READING**	**Next: 11/11/2024 7:00 PM**

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, Besl, Paullus, Pennington, Kraft

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Hit Promotional Products, Inc.; Profill Fulfillment, LLC; and Fairfield Corporate Center I, LLC for construction of a new manufacturing and distribution facility at Seward and Tylersville Roads and declaring an emergency.

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

ORDINANCE NO. 131-24. APPROVED 7-0.

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

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:	Debbie Pennington, Councilmember, 3rd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Pennington, Kraft

Ordinance to authorize the City Manager to accept and administer a grant from the Ohio Department of Transportation (ODOT) Office of Jobs and Commerce and a grant from the Ohio Department of Development (ODOD) 629 Roadway Development program for improvements to Seward Road, and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the City Manager to accept and administer these grants, including execution of grant agreements with ODOT and ODOD, to fund construction of the Seward Road Phase 3 improvements. A suspension of rules and emergency provision is being requested in order to meet the commitments required by the grant funding.

ORDINANCE NO. 132-24. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance. Several Councilmembers have questions about the specifics of the program. Development Services Director Kathman stated that it is not an urgent matter and can be held for first reading with more information provided prior to the next City Council meeting.

RESULT:	**WITHDRAWN [4 TO 2]**
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Paullus, Kraft
NAYS:	Besl, Pennington
ABSTAIN:	Brill

Ordinance to authorize the City Manager to execute a Restricted Fund Agreement with the Fairfield Community Foundation to establish a Fairfield public art fund for public mural and sculpture installation and maintenance, authorize a grant in the amount of $75,000 to be made to the fund for establishing a mural program and piloting two murals in the Town Center, and declaring an emergency.

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

RESULT:	**FIRST READING Next: 11/11/2024 7:00 PM**

Public Safety

City Manager Scott Timmer - Report

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:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Pennington, Kraft

Ordinance to authorize the City Manager to enter into a contract with Stryker Sales LLC for the purchase of six (6) powered cot systems and five (5) powered stair chairs for the City's EMS units and declaring an emergency.

Recommendation:
The funding will be used to purchase six (6) Stryker power patient cot systems and five (5) Stryker powered stair chairs from the Stryker Sales LLC. The cots and stair chairs will replace units that are ten years old and are not compatible with the loading systems of our mutual aid partners. This legislation will cover the purchase of the power cots loading systems and powered stair chairs and associated equipment. Total funding requested for this project is $350,000.

ORDINANCE NO. 133-24. APPROVED 7-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Pennington, Kraft

Public Utilities

City Manager Scott Timmer - Report

Councilmember Debbie Pennington

Motion to Suspend Second and Third Readings

Councilmember Pennington presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Debbie Pennington, Councilmember, 3rd Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Pennington, Kraft

Ordinance to authorize the City Manager to execute, submit and accept the 2024-2025 Energy Efficiency and Conservation Block Grant (EECBG) and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the City Manager to execute and submit the FY 2024-2025 EECBG application; to accept the grant award; and to appropriate non-contractual funds for project implementation.

ORDINANCE NO. 134-24. APPROVED 7-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debbie Pennington, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Pennington, Kraft

Finance & Budget

City Manager Scott Timmer - Report

Councilmember Gwen Brill

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 119-24 and all amendments thereto and declaring an emergency.

Recommendation:
It is recommended that City Council approve this Ordinance regarding wages and salaries, suspending the rules and declaring an emergency to allow for the expeditious implementation of the new rates.

ORDINANCE NO. 135-24. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024” - Supplemental Appropriations.

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

ORDINANCE NO. 136-24. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."

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. 137-24. APPROVED 7-0.

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

Motion to amend ordinance to remove appropriation of $75,000 for Public Art Fund

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."

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. 138-24. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

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

B. Monday, November 25 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, December 9 - Regular Meeting 6:00 PM

Executive Session of Council (if needed)

7:50 PM

16. ADJOURNMENT

The Regular Meeting adjourned at 8:27 PM.

ATTEST:

_____
Clerk of Council

_____
Mayor's Approval

Date Approved_____

FAIRFIELD
OHIO

2025 Annual Operating Budget

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

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Agenda

- Monday, October 28, 2024
  - ✓ Budget Overview
  - ✓ Revenue & Expenditures
  - ✓ Council / Mayor / Law
  - ✓ General Services
  - ✓ City Manager's Office
  - ✓ Finance
  - ✓ Development Services
  - ✓ Fire
  - ✓ Police
- Monday, November 11, 2024
  - ✓ Municipal Court
  - ✓ Public Works
  - ✓ Parks & Recreation
  - ✓ Public Utilities

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 spent on a good or service
    - Encumbrance: amount of money reserved for a specific purchase

- Budget Binders
  - ✓ New subtotals added for “Personnel” and “Other” to match presentation slides

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Budget Overview

- What impacts the budget?
  - ✓ Economy
    - Income Tax Withholding
    - Business Environment
    - Inflation
  - ✓ Fixed Costs
    - Personnel
      - 2025 resumes a typical 26 pay cycle year
  - ✓ State and Federal Mandates
    - Environmental
    - Withholding

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

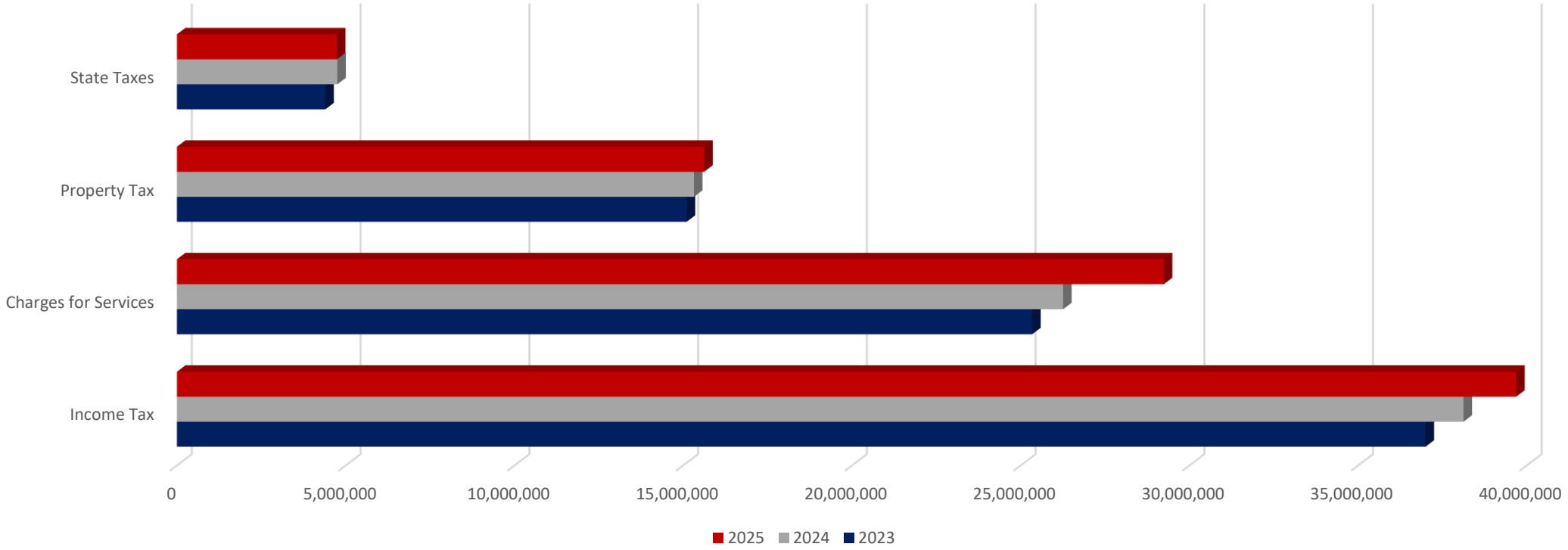
FAIRFIELD
OHIO

Revenue & Expenditures

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Budget Overview – Estimated Revenue

- Total Estimated Revenue: $112,898,475 – Up 5.66%
  - ✓ General Fund: $41,072,025 – Up 6.95%

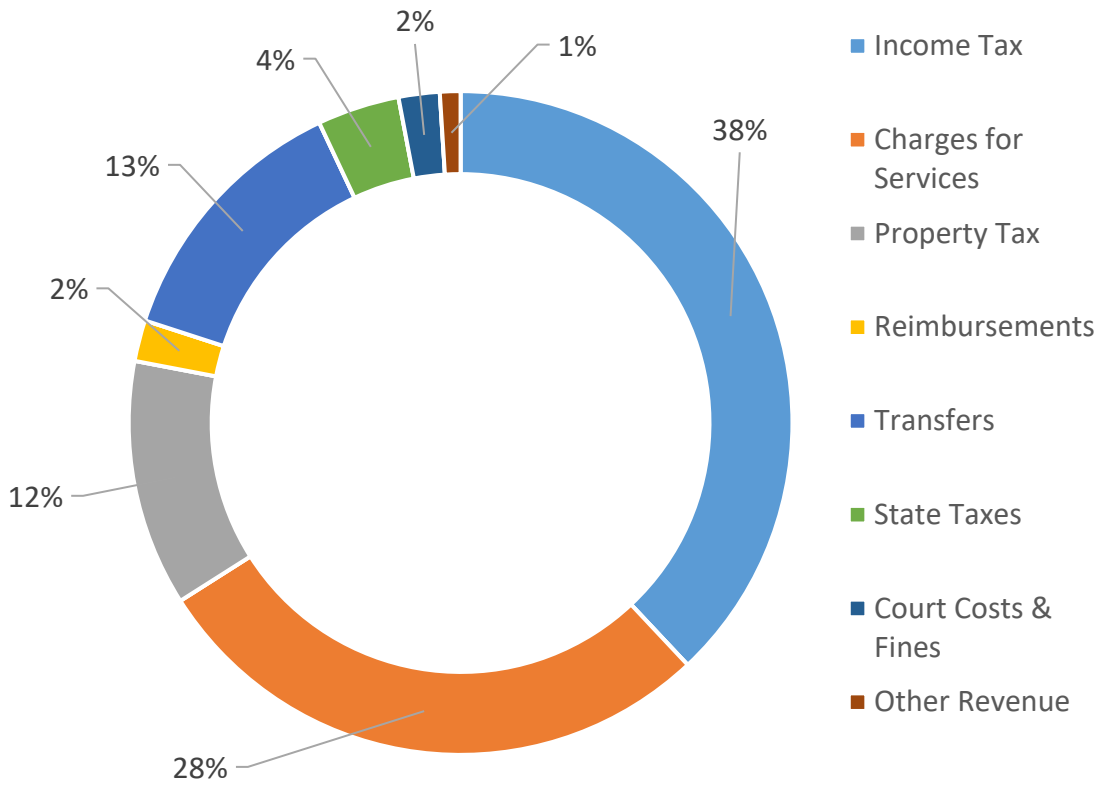


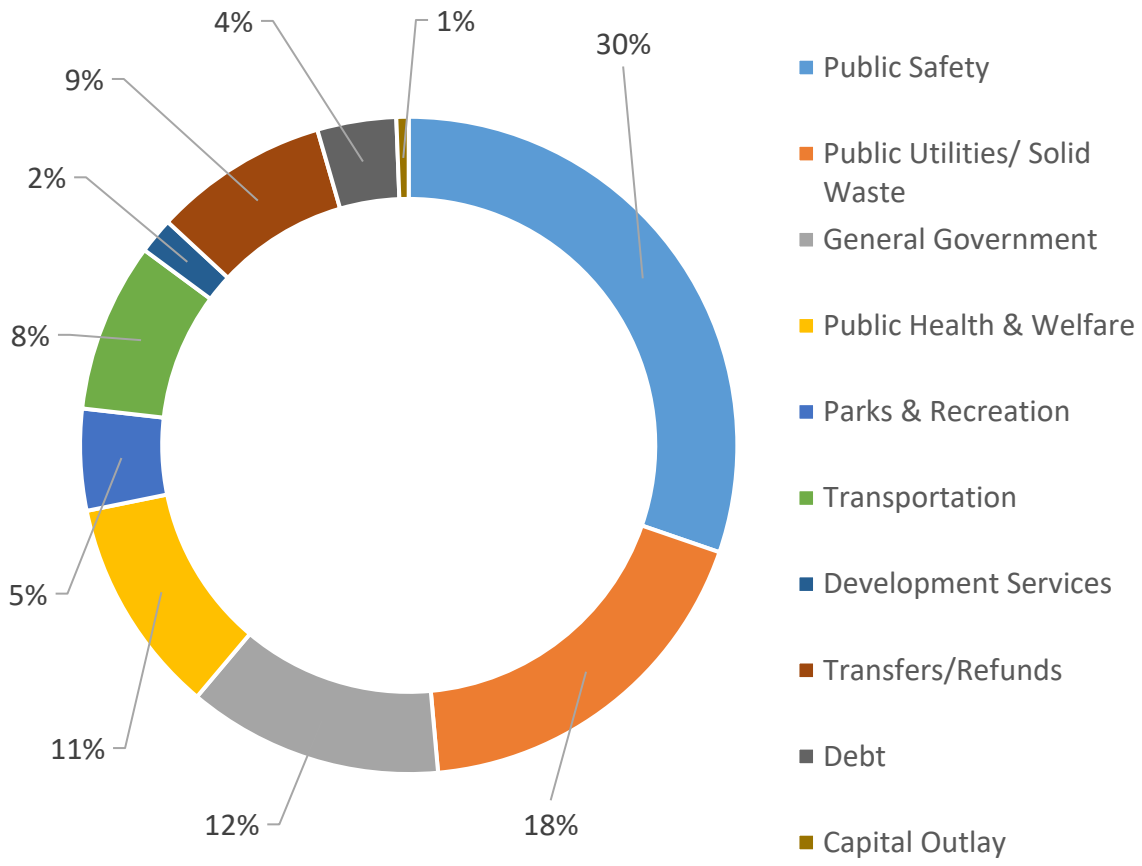
- 79.1% from the above 4 sources ($89.3 M of $112.9 M)

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Budget Overview – All Funds

Where the money comes from.



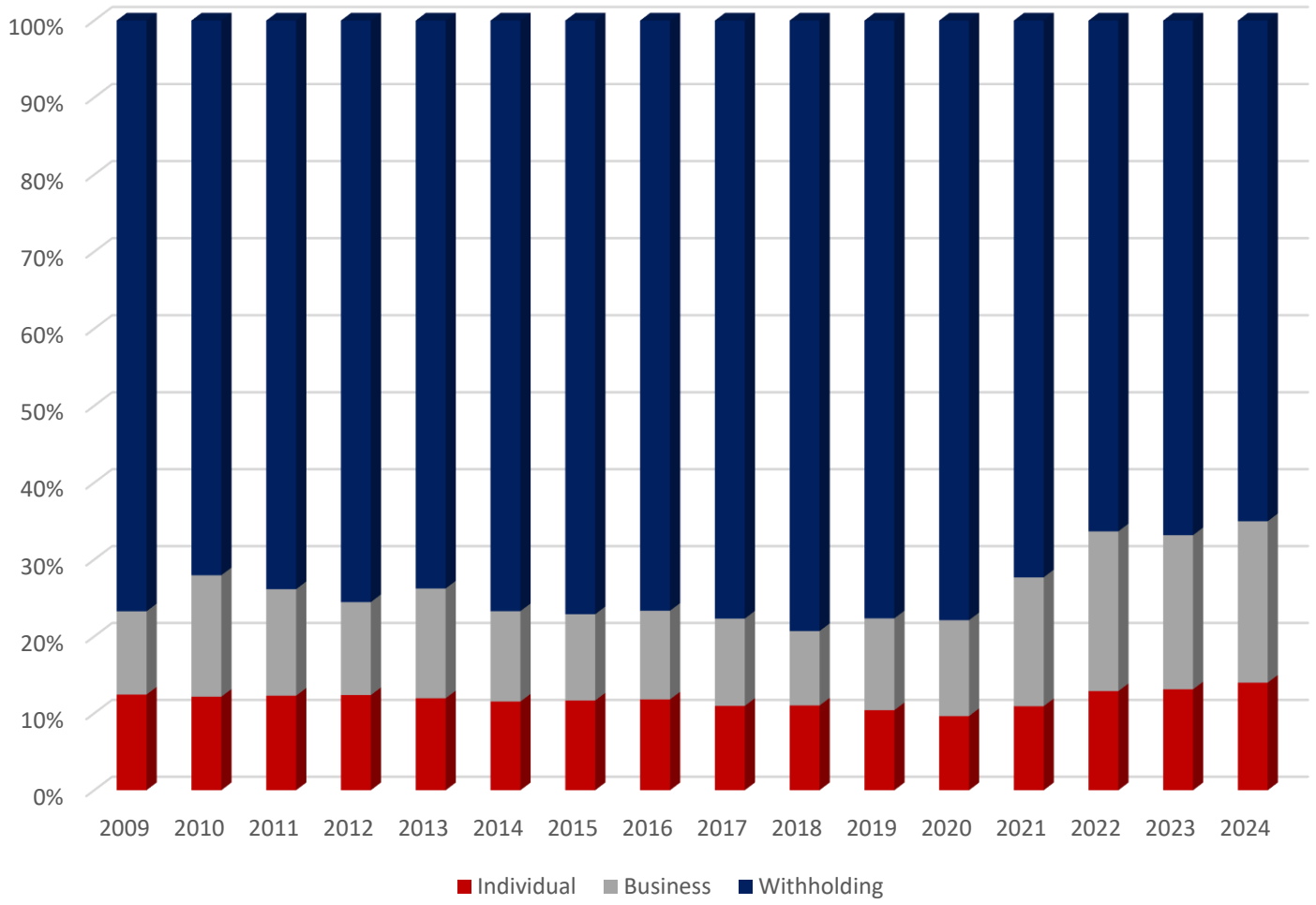


Where the money goes.

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Budget Overview – Income Tax

- Growth Rates
  - ✓ 5-Year Intervals
    - 2009-2013 – 3.64%
    - 2014-2018 – 4.06%
    - 2019-2023 – 6.75%
  - ✓ 10-Year
    - 2014-2023 – 5.21%
  - ✓ 15-Year
    - 2009-2023 – 4.62%
- Type Composition
  - ✓ 2009 vs 2024*
    - Ind: 12.44% vs 13.99%
    - Bus: 10.83% vs 20.99%
    - Wth: 76.73% vs 65.02%



Note: 2024 Amount is forecasted for remainder of FY 2024

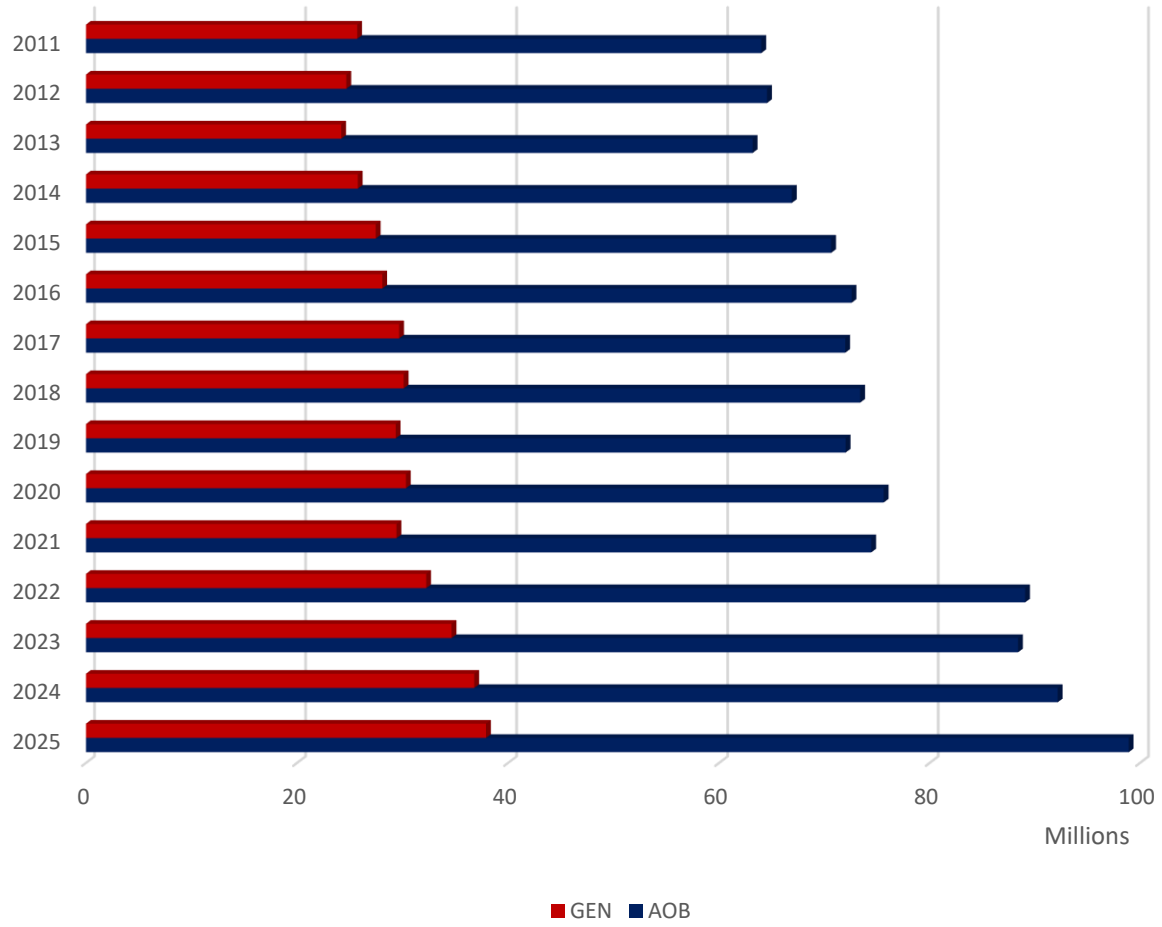
Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Budget Overview – Projected Expenditures

- Total Estimated Expenditures: $98,924,789
  - ✓ 2024 Original Budget: $92,173,033
  - ✓ 2023 Original Budget: $88,399,546
  - ✓ 2022 Original Budget: $89,072,237

- General Fund: $37,906,021
  - ✓ 2024 Original Budget: $36,793,191
  - ✓ 2023 Original Budget: $34,645,662
  - ✓ 2022 Original Budget : $32,237,375

- Growth Rates
  - ✓ 15-Year Growth Rate: 3.16% | 2.82%
  - ✓ 10-Year Growth Rate: 3.50% | 3.39%
  - ✓ 5-Year Growth Rate: 7.37% | 6.54%

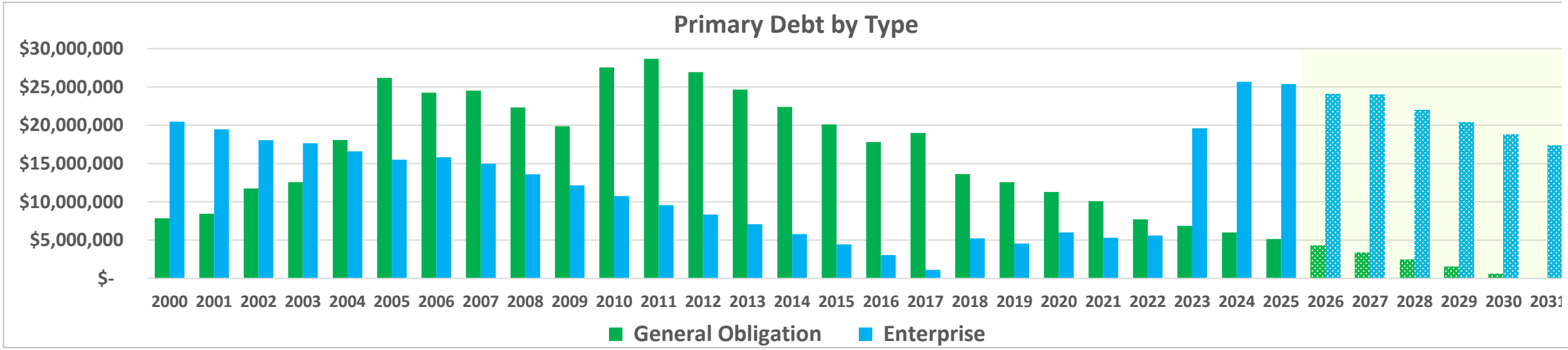


Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Budget Overview – Debt

- Total Debt Outstanding: $30.7 million
  - ✓ Short-Term Debt: $5.83 million
  - ✓ Long-Term Debt: $24.84 million
- Bond Rating Aa1
- 2025 Activity
  - ✓ Principal payments: $2,668,768
  - ✓ Interest payments: $829,950

- Primary Debt Funding Sources
  - ✓ Street Improvement Fund (401) – $3.2 M | 10.6%
  - ✓ Capital Improvement Fund (402) - $1.9 M | 6.2%
  - ✓ Water Revenue Fund (601) - $13.4 M | 43.7%
  - ✓ Sewer Revenue Fund (620) - $11.9 M | 39.0%
  - ✓ Special Assessments (501) - $0.16 M | 0.5%



Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD
OHIO

City Council / Mayor's Office / Law Department

City Council & Mayor

$278,784 – 2.80%

- Funding Source
  - ✓ General Fund
- Expenditures
  - ✓ City Council - $258,460
    - Personnel – Up 3.35%
    - Non-Personnel – No Change
  - ✓ Mayor - $20,324
    - Personnel – No Change
    - Non-Personnel – No Change

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Law Department

- Funding Source
  - ✓ General Fund
- Expenditures
  - ✓ Personnel – No Change
  - ✓ Non-Personnel – Up 2.00%

$625,450 – 2.00%

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD
OHIO

General Services

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

General Services

- Funding Sources
  - ✓ General Fund
- Expenditures
  - ✓ Personnel – Down 30.86%
  - ✓ Non-Personnel – Up 1.97%

$6,108,365 – 1.60%

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD
OHIO

Administration

Administration

- Funding Source
  - ✓ General Fund

		2025 Dept Proposed	2024 Original	% Δ
100 (GENERAL FUND) - 120 (CITY MANAGER)	Personnel	920,855	655,235	40.54%
	Other	48,450	39,950	21.28%
100 (GENERAL FUND) - 145 (HUMAN RESOURCES)	Personnel	433,605	345,020	25.68%
	Other	114,900	155,950	-26.32%
100 (GENERAL FUND) - 213 (INFORMATION TECHNOLOGY)	Personnel	624,705	632,055	-1.16%
	Other	96,700	95,450	1.31%
CITY MANAGER'S OFFICE	**Personnel**	**1,979,165**	**1,632,310**	**21.25%**
	Other	**260,050**	**291,350**	**-10.74%**
		2,239,215	**1,923,650**	**16.40%**

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD
OHIO

Finance

Finance

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

		2025 Dept Proposed	2024 Original	% Δ
100 (GENERAL FUND) - 210 (FINANCE ADM & ACCOUNTING)	Personnel	746,935	731,245	2.15%
	Other	33,645	30,645	9.79%
100 (GENERAL FUND) - 211 (INCOME TAX)	Personnel	755,980	778,335	-2.87%
	Other	130,000	111,000	17.12%
601 (WATER REVENUE) - 212 (UTILITY COLLECTION)	Personnel	200,635	196,770	1.96%
	Other	182,100	168,825	7.86%
620 (SEWER REVENUE) - 212 (UTILITY COLLECTION)	Personnel	164,155	160,990	1.97%
	Other	3,330,900	2,105,575	58.19%
FINANCE	**Personnel**	**1,867,705**	**1,867,340**	**0.02%**
	Other	**3,676,645**	**2,416,045**	**52.18%**
		5,544,350	**4,283,385**	**29.44%**

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Finance

- Funding Sources
  - ✓Trust & Agency Funds

		2025 Dept Proposed	2024 Original	% Δ
707 (WEST CHESTER TOWNSHIP JEDD I) - 211 (INCOME TAX)	Other	2,536,975	2,230,000	13.77%
708 (FAIRFIELD TOWNSHIP JEDD) – 211 (INCOME TAX)	Other	14,250	-	N/A
606 (WATER GUARANTEED TRUST) - 212 (UTILITY COLLECTION)	Other	65,000	65,000	0.00%
630 (SOLID WASTE MANAGEMENT) - 630 (SOLID WASTE MANAGEMENT)	Other	2,992,200	2,750,000	8.81%

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD
OHIO

Development Services

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Development Services

- Funding Source
  - ✓ General Fund

		2025 Dept Proposed	2024 Original	% Δ
100 (GENERAL FUND) - 150 (PLANNING & ECONOMIC DEVL)	Personnel	704,815	602,650	16.95%
	Other	79,000	61,000	29.51%
100 (GENERAL FUND) - 155 (BUILDING AND ZONING INSPECTION)	Personnel	847,402	908,737	-6.75%
	Other	106,700	104,190	2.41%
DEVELOPMENT SERVICES	**Personnel**	**1,552,217**	**1,511,387**	**2.70%**
	Other	**185,700**	**165,190**	**12.42%**
		1,737,917	**1,676,577**	**3.66%**

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD

FIRE DEPARTMENT

Fire

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

		2025 Dept Proposed	2024 Original	% Δ
203 (FIRE LEVY) - 320 (FIRE/EMS OPERATIONS)	Personnel	11,329,510	10,778,881	5.11%
	Other	1,484,980	1,275,124	16.46%
		12,813,490	**12,054,055**	**6.30%**

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD

POLICE DEPARTMENT

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Police

- Funding Sources
  - ✓ General Fund

		2025 Dept Proposed	2024 Original	% Δ
100 (GENERAL FUND) - 310 (POLICE)	Personnel	14,282,010	14,460,520	-1.23%
	Other	1,619,650	1,404,800	15.29%
100 (GENERAL FUND) - 316 (JUSTICE CENTER)	Personnel	-	-	0.00%
	Other	1,213,000	1,098,000	10.47%
POLICE	**Personnel**	**14,460,520**	**14,460,520**	**-1.23%**
	Other	**2,832,650**	**2,502,800**	**13.18%**
		17,114,660	**16,963,320**	**0.89%**

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Police

- Funding Sources
  - ✓ Special Revenue Funds

		2025 Dept Proposed	2024 Original	% Δ
211 (LAW ENFORCEMENT) - 310 (POLICE)	Other	21,000	31,000	-32.26%
213 (LAW ENFORCEMENT & EDU) - 310 (POLICE)	Other	30,000	30,000	0.00%

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

FAIRFIELD

OHIO

FAIRFIELD
OHIO

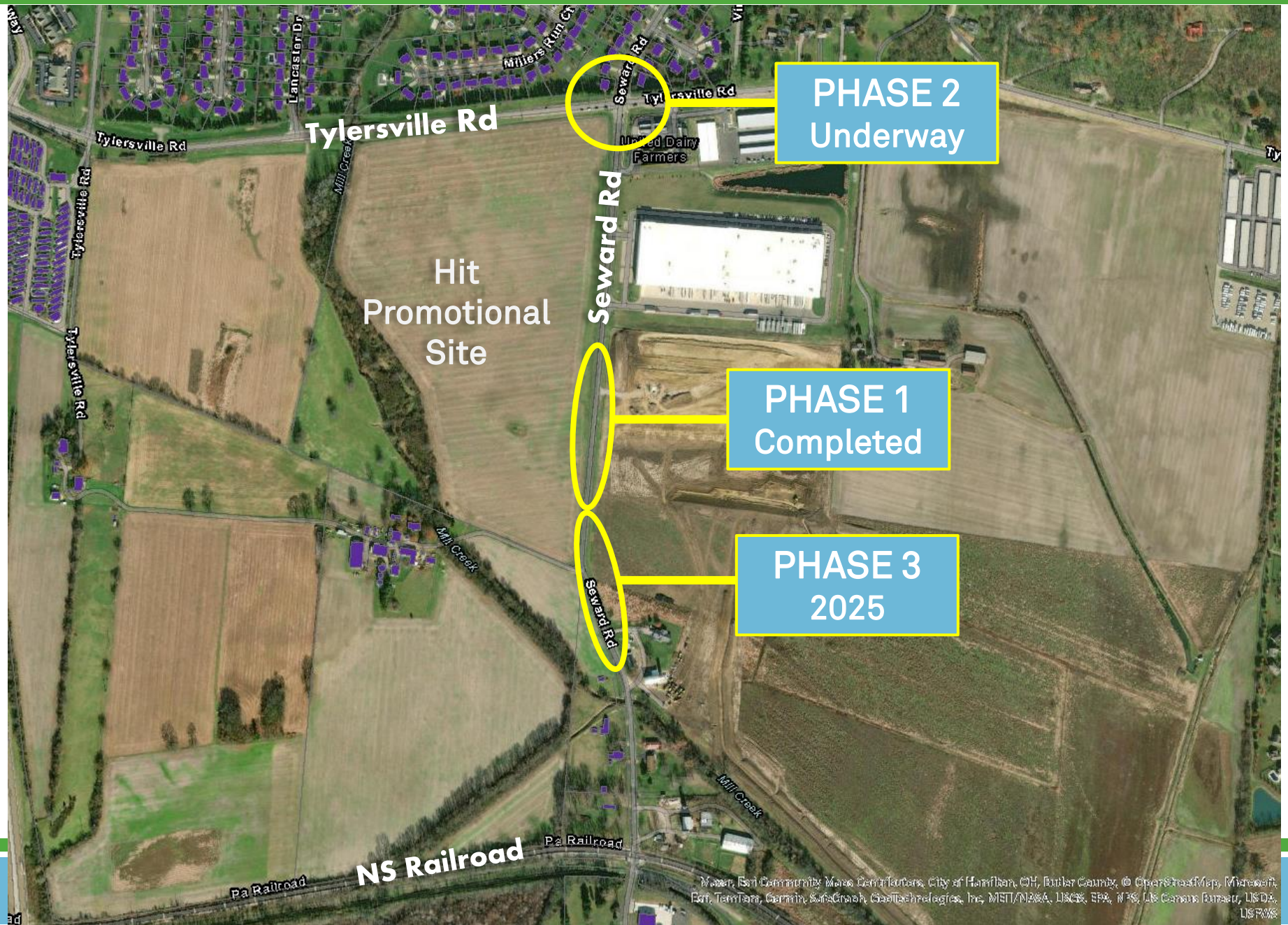
City Council
October 28, 2024

Hit Promotional

Hit Promotional

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

Seward Road Improvements



THANK YOU

Nathaniel Kaelin
Economic Development Manager
nkaelin@fairfieldoh.gov
(513) 896-8171

Minutes Acceptance: Minutes of Oct 28, 2024 7:00 PM (Approval of Minutes)

7 7
9 9
9 9
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ATA
BEILHARZ
ARCHITECTS

City Council Ordinance
Regular Meeting - November 11, 2024

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

Subject:
Whispering Hill

Legislation Title:
Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Whispering Hill Planned Unit Development.

Recommendation:
It is recommended that City Council have a first reading on this item at the October 28, 2024 meeting and set the joint public hearing date for November 11, 2024.

Background/Synopsis:
The applicant, M/I Homes, is proposing to build a residential development named Whispering Hill consisting of 68 owner-occupied paired villas. Each residential unit will be located on its own lot with the common area maintained by a homeowner's association. Entrance to the development is located at the northern end of the property off of South Gilmore Road. A retention basin (pond) is proposed along with a walking trail that traverses the site.

The property, formerly known as Benzing Estates, was rezoned from B-1, Institutions and Office District to PUD in 2022 to construct 24 single-family houses and 40 paired villas. Since 2022 the project has received two extensions of the Concept Development Plan. The applicant, M/I Homes, is under contract with the property owner to purchase the site pending approval of a new Concept Development Plan.

The Planning and Zoning Code states that a substantial change to the basic design, density, use circulation or open space requirements of an approved PUD is considered a major amendment to a PUD and requires review as a new Concept Development Plan.

Financial Impact:
None. This is a land use decision.

Emergency Provision Explanation:
NA

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Whispering Hill_council letter aerial_10.28.24
2. Whispering Hill Concept Plan 10.11.24
3. WHISPERING HILL PUD-ORD
4. EXHIBIT A WHISPERING HILL-ORD

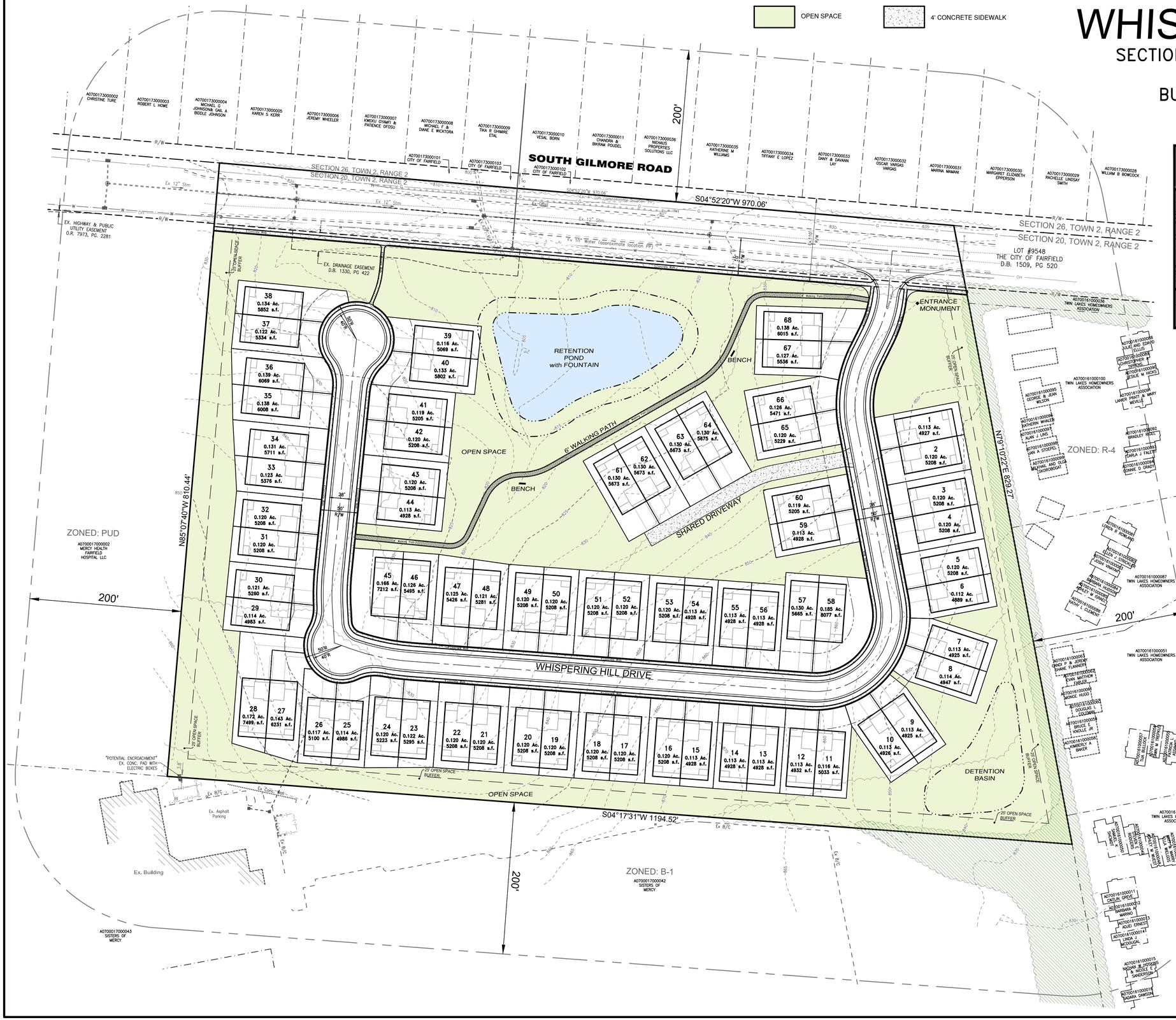
12.A.1.a

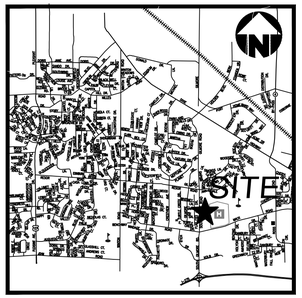
Attachment:

Packet Pg. 51

6' PAVED WALKING PATH
OPEN SPACE
EXISTING VEGETATION TO REMAIN
4' CONCRETE SIDEWALK

CONCEPT PLAN
WHISPERING HILL
SECTION 20, TOWN 2, RANGE 2
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO
OCTOBER, 2024





VICINITY MAP
NOT TO SCALE

PROJECT DATA

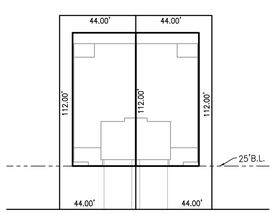
	RANCH DUPLEX
LOT FRONTAGE (at Front Building Line)	44'
SQUARE FOOTAGE (MIN)	4800 s.f.
FRONT SETBACK (MIN)	25'
SIDE SETBACK (MIN)	0'*, 7.5'
SIDE SETBACK (TOTAL)	15'
REAR SETBACK	10'
# OF BUILDINGS	34 (68 Lots)

* 0' SIDE YARD SETBACK APPLIES TO SHARED DUPLEX LOT LINE ONLY

TOTAL # OF RESIDENTIAL LOTS = 68
OF OPEN SPACE LOTS = 1
OPEN SPACE PROVIDED = 7.1 Acres (39%)
TOTAL ACREAGE = 17.9706 Acres
OVER-ALL DENSITY = 3.78/Ac.

GENERAL NOTES

1. Sanitary to be tied into City of Fairfield System.
2. Water to be installed and connected to City of Fairfield System.
3. Electric to be supplied by Duke Energy.
4. All utilities shall be underground.
5. Decorative street lights shall be provided.
6. All public streets to be constructed according to City of Fairfield standards and specifications.
7. Contours furnished from aerial photography based on U.S.G.S. datum.
8. A homeowners association will be established to provide maintenance for the development.
9. A minimum 25' open space buffer has been provided around the entire development boundary.
10. Existing Zoning: R-PUD



RANCH DUPLEX UNITS

TYPICAL LOT SIZES

Basis of Bearing: State Plane NAD83 (2011)
SCALE: 1" = 60'

Item	Revision Description	Date	Drwn:	Chk:
1				
2				
3				
4				
5				
6				
7				
8				
9				

WHISPERING HILL
3051 MACK ROAD
SECTION 20, TOWN 2, RANGE 2
CITY OF FAIRFIELD, BUTLER COUNTY, OHIO

CONCEPT PLAN

bayer becker
www.bayerbecker.com
6960 Worthington Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0113 CC MI
Drawn by: TAC
Checked By:
Issue Date: 10-11-24
Sheet: 1/1

THIS DOCUMENT AND ALL RELATED DETAIL DRAWINGS, SPECIFICATIONS, AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER (BB), ARE INSTRUMENTS OF BB'S PROFESSIONAL SERVICE, AND IS THE EXCLUSIVE PROPERTY OF BB. NO DISCLOSURE, USE, REPRODUCTION, OR DUPLICATION IN WHOLE, OR IN PART, MAY BE MADE WITHOUT WRITTEN PERMISSION OF BB, AND IS DONE SO AT USER'S SOLE RISK. COPYRIGHT - ALL RIGHTS RESERVED

Plot time: Oct 11, 2024 - 12:51pm
Drawing name: J:\2021\21-0113\CV\DWG\21-0113 CC MI.dwg - Layout Tab: CC1

ORDINANCE NO._____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT PLAN FOR THE WHISPERING HILL PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), is hereby amended by changing the zoning classification of Part Lot 464 being approximately 17.9706 acres of land on the east side of South Gilmore Road, approximately 600 feet north of Mack Road as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference from its present Benzing Planned Unit Development Concept plan by approving the concept plan for the Whispering Hill Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

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

Attachment: WHISPERING HILL PUD-ORD (4096 : Whispering Hill)

Attachment: WHISPERING HILL PUD-ORD (4096 : Whispering Hill)

File # 2022-00024862 Page: 3 of 6

BK 9855 PG 1277

EXHIBIT A

Date: May 4, 2022

Description: Part of Lot #464
17.9706 Acres

Location: City of Fairfield
Butler County, Ohio

Situated in the State of Ohio, Between the Miamis, Section 20, Town 2, Range 2, City of Fairfield, Butler County and being 17.9706 Acres of land in part of Lot #464 of the designated list of lots of the City of Fairfield and being in part of the lands of Benzing, LLC as recorded in Official Record 9701, Page 1630 of the Butler County, Ohio Recorder's Office and being further described as follows:

Commencing at found MAG Spike at the southwest corner of said Part of Lot #464 and being on the westerly line of said Section 20; thence, leaving the southwest corner of said Part of Lot #464 and with the westerly line of said Section 20, North 04° 52' 23" East, 719.66 feet to a set iron pin; thence, leaving the westerly line of said Section 20, North 85° 07' 40" East, (passing a found 5/8" iron pin, capped "Bayer Becker" at 82.25 feet), a total of 90.00 feet to a found 5/8" iron pin (capped "Bayer Becker") on the easterly right of way of South Gilmore Road and being the **True Point of Beginning**;

thence, with the easterly right of way of said South Gilmore Road for the following two courses:

1) North 04° 52' 23" East, 970.48 feet to a found 5/8" iron pin (capped "Bayer Becker");
2) North 04° 50' 39" East, 24.87 feet to a found 5/8" iron pin (capped "Bayer Becker") on the southerly boundary of Lot #9549 and being the lands of Twin Lake Homeowners Association as recorded in Deed Book 1695, Page 395;

thence, leaving the easterly right of way of said South Gilmore Road and with the southerly boundary extended of said Lot #9549 and with the southerly boundary of Twin Lakes Subdivision, 8th addition as recorded in Plat Envelope 795, Pages A-D and with the southerly boundary of Twin Lakes Subdivision, 7th addition as recorded in Plat Envelope 787, Pages C-D and with southerly boundary of Twin Lakes Subdivision, 6th addition as recorded in Plat Envelope 781, Pages A-B and with southerly boundary of Twin Lakes Subdivision, 5th addition as recorded in Plat Envelope 772, Pages A-B, North 79° 10' 22" East, 735.80 feet to a found 5/8" iron pin (no cap) on the northwest corner of Part of Lot #464 of the lands of The Sisters of Mercy as recorded in Deed Book 1221, Page 171;

thence, leaving the southerly boundary of said Twin Lakes Subdivision, 5th addition and with the westerly boundary of said Part of Lot #464 of said lands of The Sisters of Mercy, South 04° 17' 31" West, 1194.52 feet to a set 5/8" iron pin;

thence, leaving the westerly boundary of said Part of Lot #464 of said lands of The Sisters of Mercy and on a new division line through said lands of Benzing, LLC, North 85° 07' 40" West, 720.45 feet to the **True Point of Beginning** containing 782,798 square feet or 17.9706 Acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Attachment: EXHIBIT A WHISPERING HILL-ORD (4096 : Whispering Hill)

The above description was prepared from a field survey prepared by Bayer Becker, Jeffery O. Lambert, Professional Surveyor #7568 in the State of Ohio, May 4, 2022. The Plat of which is recorded in Volume 63, Page 40 of the Butler County Engineer's Record of Land Surveys.

Basis of Bearings: Survey Volume 62, Page 181. Fieldwork Completed on May 4, 2022.

Prior Deed Reference: Official Record 9701, Page 1630.

All iron pins set are 5/8" diameter by 30" long rebar with a plastic cap stamped "Bayer Becker".

APPROVED
BCEO
BY ML SP
5-31-22

STATE OF OHIO
JEFFREY O. LAMBERT
S-7568
REGISTERED
PROFESSIONAL SURVEYOR
5-27-22

Attachment: EXHIBIT A WHISPERING HILL-ORD (4096 : Whispering Hill)

City Council Ordinance
Regular Meeting - November 11, 2024

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

Subject:
Public Art Fund at Fairfield Community Foundation

Legislation Title:
Ordinance to authorize the City Manager to execute a Restricted Fund Agreement with the Fairfield Community Foundation to establish a Fairfield public art fund for public mural and sculpture installation and maintenance, authorize a grant in the amount of $75,000 to be made to the fund for establishing a mural program and piloting two murals in the Town Center, and declaring an emergency.

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

Background/Synopsis:
In December 2023, Fairfield City Council authorized the Fairfield Town Center Placemaking Strategy project. Designing Local, a Columbus planning firm, was engaged to lead the work, which involved development of strategies to enhance the vibrancy of the Town Center through wayfinding and signage, connectivity improvements, placemaking elements, public art, infill development, and other strategies.

With the Placemaking Strategy now complete, staff proposes to move forward with a mural program in the Town Center, one of the near-term recommendations of the strategy. Many communities have accessed philanthropic support for murals. After consultation with the Fairfield Community Foundation, it was determined that establishment of a public art fund at the foundation would provide a vehicle for private donors to contribute towards these efforts in the future.

This ordinance authorizes the City Manager to enter into a Restricted Fund Agreement with the Fairfield Community Foundation to establish a Fairfield public art fund. The ordinance also authorizes a grant of $75,000 to capitalize the fund and pay for expense related to establishing a mural program structure and installing two pilot murals in the Town Center.

If approved, city staff would work to establish a mural program this winter, which will include coordination between Development Services, Parks & Recreation, Cultural Arts Commission, and other stakeholders. The first murals are targeted to be painted in fall of 2025.

Financial Impact:
The grant is proposed to be funded from the Transformative Economic Development (TED) fund,

which has sufficient funding available to support this activity. Long-term efforts to stabilize and improve the Town Center should provide for stable municipal property tax revenues in the future.

Emergency Provision Explanation:
Emergency approval of the ordinance is requested to ensure that agreements can be executed in a timely manner so that pilot projects can be completed before the end of next year.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Fairfield Public Art Fund Restricted Fund Agreement
2. RESTRICTED FUND AGR-ORD

RESTRICTED FUND AGREEMENT

THIS RESTRICTED FUND AGREEMENT ("Agreement") is made this 17th day of October 2024, between THE FAIRFIELD COMMUNITY FOUNDATION, an affiliate of the Hamilton Community Foundation, Inc., an Ohio nonprofit corporation and community foundation ("Foundation") and **City of Fairfield** ("City") to create a restricted fund ("Fund") of the Foundation.

1. **Introduction**.

(a) The Foundation is a publicly supported community foundation exempt from federal income taxation pursuant to sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code and was established to receive and accept property to be administered exclusively for charitable purposes primarily in, and for the benefit of the people in, the City of Fairfield, Ohio and vicinity ("service area").

(b) The City, in order to support the charitable purposes of the Foundation, desires to establish a Fund, to be owned by the Foundation and to be subject to the terms and conditions set forth in this Agreement.

2. **Name of Fund**

The name of the Fund created hereby is**: Fairfield Fund for Public Art**

3. **Contributions to the Fund**.

(a) Initial Contribution. Upon signing this Agreement, the City has transferred and delivered to the Foundation the initial contribution to establish this Fund. The Fund is created, and this contribution made for the purposes and uses and upon the terms and conditions set forth in this Agreement.

Attachment: Fairfield Public Art Fund Restricted Fund Agreement (4106 : Public Art Fund at Fairfield Community Foundation)

(b) Subsequent Contributions. City or any other person or organization may make contributions to the Fund, which shall be administered according to the terms set forth herein. All contributions to the Fund, including the City's initial contribution, shall be irrevocable.

(c) Prohibition of Personal Benefit. Neither the City nor any other person may receive any personal benefit or privilege from the Fund. No distributions will be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the City.

4. **Administrative Provisions**.

The Board of Trustees of the Foundation (the "Foundation Board") shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations, if, in the sole judgment of the Foundation Board (without the approval of any person or organization), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Foundation's service area.

The Fund shall be administered in strict compliance with the governing instruments of the Foundation including its Articles of Incorporation and Code of Regulations, as amended from time to time, and any resolutions and procedures from time to time in effect. All the provisions of such governing instruments of the Foundation and such resolutions and procedures are incorporated in this Agreement and by this reference made a part hereof.

It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The

Attachment: Fairfield Public Art Fund Restricted Fund Agreement (4106 : Public Art Fund at Fairfield Community Foundation)

Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of this Fund. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

5. **Use of the Fund**.

It is the general policy of the Foundation that a substantial part of its restricted funds shall remain as a permanent endowment of the Foundation. It is also the general policy of the Foundation that an amount equal to the net income of a restricted fund shall be distributed during the fiscal year in which such net income is realized or before the end of the next fiscal year unless the Foundation determines that it is in the best interest of the Foundation to accumulate net income, in whole or in part, for a specific project, which it is contemplated will be accomplished in a reasonable period of time. Acknowledging these policies, the City requests (but does not direct) distributions of principal may be made for the purposes stated below.

All disbursements shall be to charitable organizations or for qualified charitable purposes in the Foundation's service area. City requests that disbursements shall be made for the following charitable purpose(s): **for the installation and maintenance of public art, including murals and sculptures, within the Town Center and within the City of Fairfield.**

The Foundation agrees to fulfill the direction and purpose of City's designated herein, subject to the Administrative Provisions of Section 4 of this Agreement.

6. **Investment of Fund**.

The City requests, but does not direct, that this Fund be invested in a manner consistent with the Foundation's Investment Policy to produce income and appreciation

Attachment: Fairfield Public Art Fund Restricted Fund Agreement (4106 : Public Art Fund at Fairfield Community Foundation)

through the Diversified Fund.

The Foundation and the Charitable Donor have executed this Agreement as of the day and year first written.

THE FAIRFIELD COMMUNITY FOUNDATION, INC.
Affiliate of the Hamilton Community Foundation

By: _____
John Guidugli, President/CEO

CITY OF FAIRFIELD, OH

By: _____
Scott Timmer, City Manager

Attachment: Fairfield Public Art Fund Restricted Fund Agreement (4106 : Public Art Fund at Fairfield Community Foundation)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A RESTRICTED FUND AGREEMENT WITH THE FAIRFIELD COMMUNITY FOUNDATION TO ESTABLISH A FAIRFIELD PUBLIC ART FUND FOR PUBLIC MURAL AND SCULPTURE INSTALLATION AND MAINTENANCE, AUTHORIZE A GRANT IN THE AMOUNT OF $75,000 TO BE MADE TO THE FUND FOR ESTABLISHING A MURAL PROGRAM AND PILOTING TWO MURALS IN THE TOWN CENTER, 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 Restricted Fund Agreement with the Fairfield Community Foundation to establish a Fairfield public art fund for public mural and sculpture installation and maintenance and to grant $75,000 to the fund to establish a mural program and to pilot two murals in the Town Center in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the agreement can be executed in a timely manner to complete the projects as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\RESTRICTED FUND AGR-ORD

Attachment: RESTRICTED FUND AGR-ORD (4106 : Public Art Fund at Fairfield Community Foundation)

City Council Ordinance
Regular Meeting - November 11, 2024

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

Subject:
CRA Tax Abatement for Pacific Manufacturing

Legislation Title:
Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Pacific Manufacturing Ohio, Inc., to include an expansion to its campus by means of renovating and enlarging an existing building on Quality Boulevard, and declaring an emergency.

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

Background/Synopsis:
Pacific Manufacturing Ohio, Inc., a private company located at 8955 Seward Road, manufactures automotive parts, including a variety of metal and plastic components as a Tier 1 supplier to Toyota, Subaru, Honda, and other major automotive firms. The company has seen steady growth and has proposed expansion of its campus with the addition of a fifth manufacturing building. Pacific has purchased an approximately 50,000 square foot building located on 7.7 acres at 550 Quality Boulevard. Pacific proposes to renovate the building and construct an addition measuring approximately 72,000 square feet. When complete, Pacific's Fairfield campus will encompass approximately 950,000 square feet of manufacturing space within five buildings spread across nearly 60 acres.

Should this project proceed, the total building investment for the expansion is estimated at $34 million. The company also estimates investment of $27 million in new machinery and equipment. Pacific Manufacturing will retain 860 full-time existing jobs and will create at least 96 new full-time jobs within three years of completion of construction, for a total of 956 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately $44.7 million.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 10-year, 100% property tax incentive on the assessed value of the expansion. The existing portion of the building cannot be abated per state law, which is the justification for providing the 100% abatement rate for the expansion.

The second agreement is a multi-party School Compensation Agreement. Pacific has agreed to

compensate the Fairfield City School District and Butler Tech annually, in compliance with the City's Tax Incentive Guidelines. The Board of Education of the Fairfield City School District will consider the agreement at its meeting on November 7, 2024.

Financial Impact:
Pacific Manufacturing is planning to complete construction to create a fifth building at its manufacturing campus. This growth will increase income and property tax revenue and create new jobs in the City of Fairfield.

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. CRA Agreement - Pacific 2024
2. CRA Application - Pacific 2024
3. School Comp Agreement - Pacific 2024
4. PACIFIC MANUFACTURING COMMUNITY REINVESTMENT-ORD

COMMUNITY REINVESTMENT AREA AGREEMENT
(Pacific Manufacturing 2024)

This agreement made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, (hereinafter referred to as "Fairfield") with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 and Pacific Manufacturing Ohio, Inc., an Ohio corporation, (hereinafter referred to as "Pacific") with its main office located at 8955 Seward Road, Fairfield, Ohio 45015.

WITNESSETH;

WHEREAS, Fairfield has encouraged the development of real property and the acquisition of personal property located in the area designated as the "City of Fairfield Community Reinvestment Area"; and

WHEREAS, Pacific owns an approximately 7.7 acre site located at 550 Quality Boulevard in Fairfield, Ohio, and plans to erect an approximately 72,000 square feet addition to the existing approximately 50,000 square foot building at the location to expand the operations of Pacific (hereinafter referred to as the "PROJECT") within the boundaries of the City of Fairfield Community Reinvestment Area; and

WHEREAS, Pacific plans to begin construction in November 2024 provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Fairfield, Ohio by Ordinance No. 173-95 adopted November 27, 1995, designated the "City of Fairfield Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective January 4, 1996, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 173-95 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as a Community Reinvestment Area under Chapter 3735; and

WHEREAS, Fairfield, having the appropriate authority to offer development incentives for the above-stated type of project, is desirous of providing Pacific with incentives available for the development of the PROJECT in said City of Fairfield Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Pacific has submitted a proposed agreement application (herein attached as Exhibit B) to Fairfield, said application is hereinafter referred to as "APPLICATION"; and

WHEREAS, the Development Services Director of Fairfield as Housing Officer has investigated the application of Pacific and has recommended the same to the City Council of Fairfield on the basis that Pacific is qualified by financial responsibility and business experience to create and

preserve employment opportunities in said City of Fairfield Community Reinvestment Area and improve the economic climate of the City of Fairfield; and

WHEREAS, the project site as proposed by Pacific is located in the Fairfield City School District and the Board of Education of the Fairfield City School District has been notified in accordance with Ohio Revised Code Sections 3735.671 and 5709.83 and has been given a copy of the APPLICATION and this AGREEMENT; and

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

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

1. Pacific shall construct an approximately 72,000 square foot building addition, renovate the existing approximately 50,000 square foot building, and complete other site improvements at 550 Quality Boulevard to house expanded operations of Pacific. Said facility and site improvements shall be constructed on Tax Parcel A0700151000038 in the City of Fairfield, Butler County, Ohio (as described in Exhibit "A" and shown in Exhibit "A-1");

   The PROJECT will involve an estimated total building investment of Thirty Four Million Dollars ($34,000,000).

   The PROJECT will begin on or before November 11, 2024 and all construction and installation shall be completed by December 31, 2025;

2. Pacific shall retain eight hundred sixty (860) existing full time equivalent employees and create the equivalent of ninety-six (96) new full time equivalent employees within a time period not exceeding thirty-six (36) months after completion of the construction of the PROJECT, and will maintain these employees for the remainder of the term of this AGREEMENT.

3. Pacific shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

4. Fairfield hereby grants Pacific a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code for the following number of years and percentages:

Years of Tax Exemption	Tax Exemption Amount (Percentage)
10 years	100%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2036 (for tax year 2035).

5. Pacific, as part of this agreement, and as authorized in Section 3735.671 (A)(2)(c), shall enter into a Community Reinvestment Area Compensation Agreement with the Fairfield City School District and the Butler Technology and Career Development Schools providing for annual cash payments for each year it receives the above mentioned exemption.

6. Pacific shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If Pacific fails to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Fairfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason Fairfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Pacific materially fails to fulfill its obligations under this agreement and Fairfield terminated or modifies the exemptions from taxation pursuant to this agreement.

9. If Pacific materially fails to fulfill their obligations under this agreement or if Fairfield determines that the certification as to delinquent taxes required by this agreement is fraudulent, Fairfield may terminate or modify the exemptions from taxation granted under this agreement. Fairfield may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

10. Pacific hereby certifies that at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, Pacific currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or

Attachment: CRA Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Pacific. For the purposes of the certification, delinquent taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the revised code governing payment of those taxes.

11. Pacific and Fairfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Fairfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.

12. Fairfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Pacific is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis or race, religion, disability, color, national origin, or ancestry.

13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Pacific, any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.

14. This agreement is not transferable or assignable without the express written approval of Fairfield.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____ has caused this instrument to be executed this _____ day of _____, 2024 and Pacific by Takashi Ohashi, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2024.

CITY OF FAIRFIELD, OHIO

By_____
Scott W. Timmer, City Manager

PACIFIC MANUFACTURING OHIO, Inc.

By_____
Takashi Ohashi, Treasurer

Approved as to form:

_____
John H. Clemmons
Fairfield City Law Director

Approved as to content:

_____
Greg Kathman
Fairfield Development Services Director

Attachment: CRA Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

Exhibit A

Legal Description of Project Site

Situate in the City of Fairfield, Butler County, Ohio and being Entire Lot Numbered 12992 of the list of lots in the City of Fairfield, Butler County, Ohio;

SAVE AND EXCEPT a 2.00 acre portion thereof as conveyed in the instrument set forth in Official Record 6749, page 708 and described as follows:
Situated in Section 16, Town 2, Range 2, City of Fairfield, Butler County, Ohio and being a 2.000 acre tract of land in part of Lot #12992 as known and designated on the list of lots in said City of Fairfield and being further described as follows:

Beginning at the Southwest corner of aforementioned Lot #12992, said point being in the Easterly right-of-way line of Quality Boulevard; thence along said right-of-way line, North 17° 13' 23" West, 195.06 feet to a point witnessed by a set mag nail in the centerline of aforementioned Quality Boulevard at South 72° 46' 37" West, 30.00 feet; thence leaving said right-of-way line, North 72° 46' 37" East, 466.94 feet to a set 5/8" iron pin in the boundary of aforementioned Lot #12992; thence along said boundary, South 01° 52' 56" West 103.03 feet to an existing concrete monument; thence South 28° 40' 13" East, 99.69 feet; thence South 72° 46' 37" West, 453.01 feet to the point of beginning containing 87,111.96 square feet or 2.000 acres of land, more or less. Being Auditor's Parcel A0700-151-000-046.

The above description was prepared from a survey dated December 26, 2001 made by Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.

The plat of which is recorded in Volume 42, page 33 of the Butler County Engineer's Records.

ALSO SAVE AND EXCEPT a 4.4221 acre portion thereof as conveyed in the instrument set forth in Official Record 7678, page 657 and described as follows:
Situate in Section 16, Town 2, Range 2, City of Fairfield, Butler County, Ohio and being part of Lot 12992 of Fairfield Commerce Center West (Lot 12991 & 12992) as recorded in Plat Envelope 3169, pages A and B of the Butler County, Ohio Records and being more particularly described as follows:

Beginning at the Southwest corner of said Lot 12992, said point being in the Easterly right of way of Quality Boulevard; thence along the Easterly right of way of Quality Boulevard, North 17° 13' 23" West, 195.06 feet to the real place of beginning of the herein described tract; thence continuing along the Easterly right of way of Quality Boulevard, North 17° 13' 23" West, 363.60 feet to a set iron pin; thence leaving the Easterly right of way of Quality Boulevard, along a new division line, North 72° 46' 37" East, 590.95 feet to a set iron pin in the Easterly line of said Lot 12992; thence along the Easterly line of said Lot 12992, the following two courses and distances, South 00° 09' 16" East, 51.38 feet to an existing iron pin and cap which is 0.12 feet North and 0.36 feet East; thence South 01° 52' 56" West 332.81 feet to a point; thence leaving the Easterly line of said Lot 12992, South 72° 46' 37" West, 466.94 feet to the place of beginning.

Thus containing 4.4221 acres of land, more or less. Being Auditor's Parcel A0700-151-000.059

Leaving a remainder of 7.6989 acres, more or less.
For Informational Purposes Only: Parcel: A0700-151-000-038

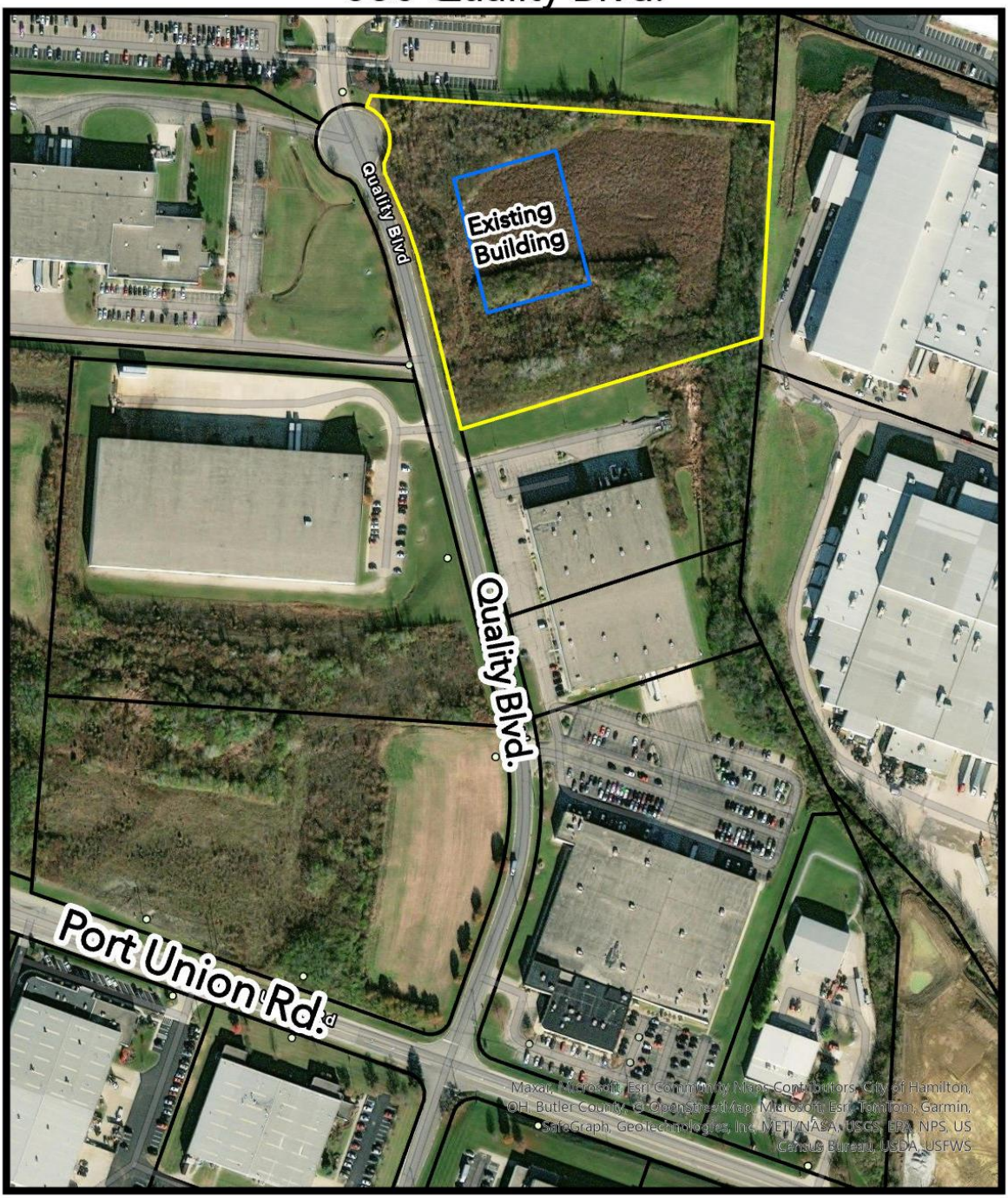
BUTLER COUNTY ENGINEER'S OFFICE
BCEO
APPROVED
By AMM at 4:29 pm, Jan 26, 2024

Attachment: CRA Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

Exhibit A-1

Map of Project Site

550 Quality Blvd.



Attachment: CRA Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

Exhibit B

Agreement Application

(Attached Hereto)

Attachment: CRA Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

CRA APPLICATION

Mike DeWine
Governor

OHIO DEPARTMENT OF DEVELOPMENT
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

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

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

Enterprise 1

Pacific Manufacturing Ohio, Inc.
enterprise name

Takashi Ohhashi
contact person

513-603-0930
telephone number

8955 Seward Road
Fairfield, Ohio 45011
address

Ohio
State that company was incorporated in

Enterprise 2

_____
enterprise name

_____
contact person

_____
telephone number

_____
address

_____
State that company was incorporated in

1b. Project site:
Enterprise 1

Takashi Ohhashi
contact person

513-603-0930
telephone number

550 Quality Blvd
address

Fairfield, Ohio 45011

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

Enterprise 2

contact person _____ telephone number _____

address _____

2a. Nature of business (manufacturing, distribution, wholesale or other).
Manufacture of automotive Stampings, Plastic Components and Tire Valve(TPMS)
Tire 1 Toyota, Subaru and Honda

2b. List primary 6 digit NAICS # 336300
Business may list other relevant SIC numbers.

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

N/A

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

Corporation

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

Ken Yamada - President
Takashi Ohhashi - Treasurer

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

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

96 - Full Time

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

Yes_____ No X

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

_____

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

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

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

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

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

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

7. Does the Enterprise owe:

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

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

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

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

8. Project Description (attach additional pages if necessary):
550 Quality Blvd - 61 millio dollar investment (34 milliion building & 27 million machinery) renovate existing 50,000 SF Building and construct a 72,739 SF addition . Creation of 96 full time permanent employees at Pacific building Number 5 - See attached

9. Project will begin November 2024 and be completed December 2028 provided a tax exemption is provided.

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

10b. State the time frame of this projected hiring: 2025 - 2028

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): see attached - 2028 96 Full time Employees

11a. Estimate the amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

$ 4.4 million	Full Time (permanent)
$	Part Time (temporary)
$	Permanent
$	Temporary

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:
$ 40 million FY2023 (The annual payroll of **existing** Ohio jobs before expansion into a new facility in the City of Fairfield.)

12. Market value of the existing facility as determined for local property taxation.
Butler County Auditor Report: 3,549,600

13a. Business's total current investment in the facility as of the proposal's submission.
8.2 million purchase investment included: Land 7.6989 acres and Existing Building 50,000 SF

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average dollar value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
$ None

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Land/Buildings:	$ 8.2 million (Feb. 2024 Purchase)
B.	Additions/New Construction:	$ 34 million
C.	Improvements to existing buildings:	$
D.	Machinery & Equipment:	$ 27 million
E.	Furniture & Fixtures:	$
F.	Inventory:	$
	Total New Project Investment:	$ 69.2 million

15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)
Pacific Manufacturing Ohio, Inc. - manufacturing company who train and develop local citizens manufacturing skill labor trade
25 years of continuous growth and contribution of tax revenue to the State, Local Schools , and Community

Pacific employees contribute local revenue of spending money local businesses (restaurants, entemainment, grocery stores, hotels, shopping and relocation

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

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

Applicant agrees to supply additional information upon request.

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

Pacific Manufacturing Ohio, Inc.	2024-OCT-23rd
Name of Enterprise	Date
Ohashi	Takashi Ohhashi, Treasurer
Signature	Typed Name and Title

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

** Attach to final CRA Agreement as Exhibit A

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

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

PMO #1 for incentive hiring, investment plan

Investment

JPY/$ 140

#	Item	Vendor	Dept	PO#	Fix Asset	Quot/Estimate		amount	2023	2024	2025	2026	2027	2028
1	QTY Build	Bunnel Hill	Purch	Agreement	M101111-02		Building	8,219	8,218.8					
2	PMO#5 ACCESS Control	PCS	IT	PCS2063	M101111-02		Building	41	40.9					
3	PMO#5 Exterior Surveilance v2		IT	PCS2064	M101111-03		Building	33	32.5					
	Expansion-Press building	Ferguson				Quote	Building	22,621			22,621			
	Bridge	Ferguson				Quote	Building	878			878			
	DOOR Access/Camera etc	PCS				Estimate	Building	400			400			
	Fire prevention system	Elite				Quote	Building	80			80			
	Crane	KONE CRANE				Estimate	Building	1,827			1,827			
	Conveyor	Omine-Amino				Estimate	Building	3,500			3,500			
	Press machine 3000TR	KOMATSU/ITS				Quote	Machine	12,624				12,624		
	Press machine 1000PR	KOMATSU/ITS				Quote	Machine	8,623				8,623		
	Utility Electric	Gebhart				Quote	Building	1,674			1,674			
	Utility Water	Berg				Estimate	Building	200			200			
	Utility Air	Atlas / Sulliar				Estimate	Building	1,000			1,000			
	Piping	Complete Mechanical				Estimate	Building	1,300			1,300			
	Welding machine-311D	PIC				Estimate	Machine	1,000			1,000			
	Welding machine-400D	PIC				Estimate	Machine	4,500				4,500		
	Die Spotting area pit	Ferguson				Estimate	Building	450			450			
	Die Spotting machine	ITS/AMINO				Quote	Machine	1,558				1,558		
	PMO5 Die maintenance tool	several				Estimate	Machine	628				628		
	Logistic related					Estimate	Machine	150			150			
	(TBD) 1500TR-Building Construction (PIT)					Estimate	Building	2,500						2,500
	(TBD) 1500TR-Press Machine					Estimate	Machine	10,000						10,000
	(TBD) 1500TR-Crane					Estimate	Building	500						500
	(TBD) 1500TR-Conveyor					Estimate	Building	500						500
	(TBD) Welding					Estimate	Machine	1,000						1,000
	TOTAL							85,805	8,292	0	35,081	27,933	0	14,500

	Building Construction	45,723	8,292	0	33,931	0	0	3,500
	Machine	37,747	0	0	1,000	25,747	0	11,000
	TOTAL	83,470	8,292	0	34,931	25,747	0	14,500
Accumulated total	Building		8,292	8,292	42,223	42,223	42,223	45,723
Accumulated total	Machine		0	0	1,000	26,747	26,747	37,747
Accumulated total	TOTAL	0	8,292	8,292	43,223	68,970	68,970	83,470
Accumulated total Except 550 QTY Building	Building		0	0	33,931	33,931	33,931	37,431
Accumulated total	Machine		0	0	1,000	26,747	26,747	37,747
Accumulated total	TOTAL	0	0	0	34,931	60,678	60,678	75,178

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

Hiring

Required before 311D SOP('25/10)

Required before 56PL SOP ('26/5)

#	Item	$/hour	3rd shift	Base Rate	3rd shift	Average	OT	OT 3rd	Average	With OT		2023	2024	2025	2026	2027	2028
1	Logistic GL	-		$70,000	$78,050	$74,025									2		
	Logistic TL	$19.50	$21.74	$40,560	$45,224	$42,892	$11,407.50	$12,719.36	$12,063.43	$54,955.63					2		
	Logistic Parts Correcter/shipping	$15.45	$17.51	$32,136	$36,421	$34,278	$9,038.25	$10,243.35	$9,640.80	$43,919.20				2	6		
	Logistic operator	$15.00	$17.00	$31,200	$35,360	$33,280	$8,775.00	$9,945.00	$9,360.00	$42,640.00				2	4		
											Log TOTAL	0	0	4	14	0	0
											Accumulated TOTAL		0	4	18	18	18
2	Welding AM	-		$75,000	$83,625	$79,313									2		
	Welding GL			$70,000	$78,050	$74,025									2		
	Welding TL	$19.50	$21.74	$40,560	$45,224	$42,892	$11,407.50	$12,719.36	$12,063.43	$54,955.63					2		
	Welding Operator with folklift	$15.45	$17.22	$32,136	$35,818	$33,977	$9,038.25	$10,073.70	$9,555.98	$43,532.78				2	6		
	Welding Operator	$15.00	$16.73	$31,200	$34,788	$32,994	$8,775.00	$9,784.13	$9,279.56	$42,273.56				6	22		
											Welding TOTAL	0	0	8	34	0	0
											Accumulated TOTAL		0	8	42	42	42
3	Press AM			$75,000	$83,625	$79,313									2		
	Press GL			$72,000	$80,280	$76,140									2		
	Press TL	$24.72	$27.56	$51,418	$57,331	$54,374	$14,461.20	$16,124.24	$15,292.72	$69,666.83					2		
	Press Operator	$22.00	$24.53	$45,760	$51,022	$48,391	$12,870.00	$14,350.05	$13,610.03	$62,001.23					4		2
	Press with Crane	$18.50	$20.63	$38,480	$42,905	$40,693	$10,822.50	$12,067.09	$11,444.79	$52,137.39					6		
	Press with Folklift (transer parts)	$16.48	$18.38	$34,278	$38,220	$36,249	$9,640.80	$10,749.49	$10,195.15	$46,444.55					2		
	Catcher/change over	$16.00	$17.84	$33,280	$37,107	$35,194	$9,360.00	$10,436.40	$9,898.20	$45,091.80					8		4
											Press TOTAL	0	0	0	26	0	6
											Accumulated TOTAL		0	0	26	26	32
															4		2
4	Die Maintenance	$18.50	$20.63	$38,480	$42,905	$40,693	$10,822.50	$12,067.09	$11,444.79	$52,137.39							
											Accumulated TOTAL		0	0	4	4	6
														2	4		
5	QC	$16.00	$17.84	$33,280	$37,107	$35,194	$9,360.00	$10,436.40	$9,898.20	$45,091.80							
											Accumulated TOTAL		0	2	6	6	6
											Grand TOTAL			14	82	0	8
	TOTAL												Accumulated Total	14	96	96	104

(Reference)
When introducing PMO#5 1500TR-2
(timing is pending)

$ base

	2023	2024	2025	2026	2027	2028
Logistic GL				$148,050		
Logistic TL				$109,911		
Logistic Parts Correcter/shipping			$43,919	$263,515		
Logistic operator			$42,640	$170,560		
	$0	$0	$86,559	$692,036	$0	$0
		$0	$86,559	$778,596	$778,596	$778,596
Welding AM				$158,625		
Welding GL				$148,050		
Welding TL				$109,911		
Welding Operator with folklift			$43,533	$261,197		
Welding Operator			$126,821	$930,018		
	$0	$0	$170,353	$1,607,801	$0	$0
		$0	$170,353	$1,778,155	$1,778,155	$1,778,155
Press AM				$158,625		
Press GL				$152,280		
Press TL				$139,334		
Press Operator				$248,005		$124,002
Press with Crane				$312,824		
Press with Folklift (transer parts)				$92,889		
Catcher/change over				$360,734		$180,367
	$0	$0	$0	$1,464,691	$0	$304,370
		$0	$0	$1,464,691	$1,464,691	$1,769,061
Die Maintenance				$208,550		$2
		$0	$0	$208,550	$208,550	$208,552
QC			$45,092	$180,367		
		$0	$45,092	$225,459	$225,459	$225,459
			$302,004	$4,153,446	$0	$304,372
		Accumulated Total	$302,004	$4,455,450	$4,455,450	$4,759,822

Accumulated

2023	2024	2025	2026	2027	2028
		$0	$148,050	$148,050	$148,050
		$0	$109,911	$109,911	$109,911
		$43,919	$351,354	$351,354	$351,354
		$42,640	$255,840	$255,840	$255,840
$0	$0	$86,559	$865,155	$865,155	$865,155
		$0	$158,625	$158,625	$158,625
		$0	$148,050	$148,050	$148,050
		$0	$109,911	$109,911	$109,911
		$43,533	$348,262	$348,262	$348,262
		$126,821	$1,183,660	$1,183,660	$1,183,660
$0	$0	$170,353	$1,948,508	$1,948,508	$1,948,508
		$0	$158,625	$158,625	$158,625
		$0	$152,280	$152,280	$152,280
		$0	$139,334	$139,334	$139,334
		$0	$248,005	$248,005	$372,007
		$0	$312,824	$312,824	$312,824
		$0	$92,889	$92,889	$92,889
		$0	$360,734	$360,734	$541,102
$0	$0	$0	$1,464,691	$1,464,691	$1,769,061
		$0	$208,550	$208,550	$208,550
		$45,092	$270,551	$270,551	$270,551
		$302,004	$4,757,455	$4,757,455	$5,061,825
	Accumulated Total	$302,004	$5,059,459	$9,816,914	$14,878,739

Attachment: CRA Application - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT
(Pacific Manufacturing 2024)

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter "City"), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter "FCSD"), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter "Butler Tech"), and Pacific Manufacturing Ohio, Inc., an Ohio corporation, (hereinafter referred to as "Pacific") with its main office located at 8955 Seward Road, Fairfield, Ohio 45015, specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Pacific Manufacturing 2024 Community Reinvestment Area project.

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

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

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

Whereas, City provided FCSD and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the FCSD approved the exemption pursuant to Resolution No. _____ adopted on _____, 2024;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on _____, 2024, to grant a tax exemption to Pacific and enter into a formal Community Reinvestment Area Agreement; and

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

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

Section 1. FCSD Compensation. Pacific shall make an annual cash payment to FCSD by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to FCSD shall be in the amount of thirty-two percent (32%) of the total value of the tax exemption received for the preceding tax year. On or before January 31 of each year in which a payment is due by Pacific, City and FCSD

shall calculate the amount of the payment and notify Pacific of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. Pacific shall make an annual cash payment to Butler Tech by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to the Butler Tech shall equal $1,065.00, which is estimated at the time this agreement is executed to equal one percent (1%) of the total value of the tax exemption received annually during the exemption term.

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

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

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

Section 6. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City:	City Manager 5350 Pleasant Avenue, Fairfield, Ohio 45014
FCSD:	Treasurer 4641 Bach Lane, Fairfield, Ohio 45014
Butler Tech:	Chief Financial Officer 3603 Hamilton Middletown Road, Hamilton, Ohio 45011
Pacific:	Treasurer 8955 Seward Road, Fairfield, Ohio 45015

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

Section 7. Severability of Provisions. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

Attachment: School Comp Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

In witness thereof, the City of Fairfield by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2024, the Fairfield City School District Board of Education by Amy Lee, its Interim Treasurer, has caused this instrument to be executed this _____ day of _____, 2024, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2024, and Pacific Manufacturing Ohio, Inc. by Takashi Ohashi, its Treasurer has caused this instrument to be executed this _____ day of _____, 2024.

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By_____
Amy Lee, Interim Treasurer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT BOARD OF EDUCATION

By_____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By_____
Scott W. Timmer, City Manager

PACIFIC MANUFACTURING OHIO,
INC.

By_____
Takashi Ohashi, Treasurer

Approved as to content:

_____
Greg Kathman
Fairfield Director of Development Services

Approved as to form:

_____
John H. Clemmons
City of Fairfield Law Director

Attachment: School Comp Agreement - Pacific 2024 (4118 : CRA Tax Abatement for Pacific Manufacturing)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR PACIFIC MANUFACTURING OHIO, INC. TO INCLUDE AN EXPANSION TO ITS CAMPUS BY MEANS OF RENOVATING AND ENLARGING AN EXISTING BUILDING ON QUALITY BOULEVARD AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement which will provide property tax incentives for Pacific Manufacturing Ohio, Inc. to include an expansion to its campus by means of renovating and enlarging an existing building on Quality Boulevard in accordance with the agreements on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project be authorized to proceed and create additional employment as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\PACIFIC MANUFACTURING-COMMUNITY REINVESTMENT AGR–ORD

Attachment: PACIFIC MANUFACTURING COMMUNITY REINVESTMENT-ORD (4118 : CRA Tax Abatement for Pacific Manufacturing)

City Council Ordinance
Regular Meeting - November 11, 2024

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

Subject:
Pacific Manufacturing Permit Fee Waiver

Legislation Title:
Ordinance authorizing the Building Superintendent to waive building permit fees in excess of $50,000 related to the construction of a new facility for Pacific Manufacturing at 550 Quality Boulevard and declaring an emergency.

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

Background/Synopsis:
This item is related to the expansion of Pacific Manufacturing Ohio, Inc., as described in the proposed ordinance to authorize a CRA property tax abatement for the company. Pacific has proposed expansion of its campus with the addition of a fifth manufacturing building, Should this project proceed, the total building investment for the expansion is estimated at $34 million.

Pacific has requested project assistance in the form of waiving City of Fairfield building permit fees for the construction of the facility. Staff proposes capping building permit fees at $50,000 to support the substantial investment by the company.

Approval of this ordinance would authorize the Building Superintendent to waive building permit fees in excess of $50,000 during a project term of November 12, 2024 through December 31, 2025.

Financial Impact:
Should this ordinance be approved, the city would waive an estimated $90,000 to $110,000 in building permit fees over the term of the project.

Emergency Provision Explanation:
In order to facilitate the building improvements to meet the company's aggressive timeline, it is recommended that City Council suspend the rules requiring a second and third reading of the ordinance and pass as an emergency.

Rule Suspension Requested:
Yes

Emergency Provision Needed:

Yes

Attachments:
1. BUILDING SUPERINTENDENT-ORD

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE BUILDING SUPERINTENDENT TO WAIVE BUILDING PERMIT FEES IN EXCESS OF $50,000 RELATED TO THE CONSTRUCTION OF A NEW FACILITY FOR PACIFIC MANUFACTURING OHIO, INC. AT 550 QUALITY BOULEVARD AND DECLARING AN EMERGENCY.

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

Section 1. The Building Superintendent is hereby authorized and directed to waive all building permit fees in excess of $50,000 related to the construction of a new facility for Pacific Manufacturing Ohio, Inc. at 550 Quality Boulevard. This waiver shall apply to the construction of the building improvements only during the period of November 12, 2024 through December 31, 2025.

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 this project can begin as soon as possible to meet the company's aggressive timeline for construction; 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\2024\BUILDING SUPERINTENDENT-ORD

Attachment: BUILDING SUPERINTENDENT-ORD (4119 : Pacific Manufacturing Permit Fee Waiver)

City Council Ordinance
Regular Meeting - November 11, 2024

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

Subject:
Development Agreement for Fairfield Logistics Center

Legislation Title:
Ordinance to authorize the City Manager to execute a Development Agreement with ANL Fairfield Land, LLC relative to roadway improvements to Seward Road identified as necessary to facilitate construction of a third building in the Fairfield - Fairfield Township Joint Economic Development District, and declaring an emergency.

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

Background/Synopsis:
Al Neyer, a commercial real estate development firm based in Cincinnati, has been actively developing a 146 acre site located at 7950 and 8200 Seward Road in Fairfield Township. Known as "Fairfield Logistics Center," the industrial park presently contains two industrial buildings targeted for e-commerce, general distribution, and manufacturing companies. The City of Fairfield, Fairfield Township, and Al Neyer signed agreements in 2022 to facilitate the project, including creation of the Fairfield – Fairfield Township Joint Economic Development District (JEDD), which provides for shared income tax revenues between the city and township.

Al Neyer now plans to advance construction of a third building at the site, adding 446,603 to the industrial park. The company has determined that improvements to Seward Road are necessary to facilitate truck traffic to this new building. The proposed improvements include reconstruction of Seward Road north and south of the Norfolk Southern Railroad crossing, providing a gentler approach on either side of the railroad tracks. As part of the project, wider shoulders would also be constructed similar to the other improved sections of Seward Road.

As proposed, Al Neyer will be responsible for design and engineering costs for the project. The city would be responsible for bidding, construction, and inspection.

The city has been offered grant funding for this improvement from the Ohio Department of Transportation (ODOT) Office of Jobs and Commerce and the Ohio Department of Development (ODOD) 629 Roadway Development program. These proposed grants total $400,000.

Total project construction is estimated at $537,000. Al Neyer proposes to share the remaining costs beyond the grants at an approximate split of 64% developer/Al Neyer and 36% city. Should the

final project construction come in at the estimated amount, the city would contribute $32,000. Should costs increase, the city's contribution is capped at $64,000 per the proposed agreement. Al Neyer would be responsible for any additional cost overages.

Approval of the ordinance would authorize the City Manager to enter into a Development Agreement with ANL Fairfield Land, LLC, a related entity to Al Neyer. The agreement outlines the commitments by the developer and the city to accomplish construction of the roadway improvement. If approved, construction is anticipated to be completed next summer.

Financial Impact:
Al Neyer plans to construct a third building in the Fairfield – Fairfield Township JEDD, creating new income tax revenue to be shared with the city. The financial contribution to this roadway improvement is proposed to be funded through the Northeast Area TIF, which has sufficient revenues to support the proposed cost split.

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Neyer Agreement DRAFT
2. ANL FAIRFIELD LAND LLC-ORD

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into to be effective as of the ___ day of November, 2024 (the "**Effective Date**"), by and between LIT ANL Fairfield Land, LLC, a Delaware limited liability company (the "**Company**") and the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "**City**"), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104. The Company and the City may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND INFORMATION

A. The Company, or one or more of its Affiliates (as defined below), will construct an approximate 446,603 SF warehouse, distribution center and/or light manufacturing building (the "**Phase 1B Building**") on all or a portion of the site consisting of 85.317 acres at 8210 Seward Road, Fairfield, OH 45011 bearing Butler County parcel ID: A0300007000037 in Fairfield Township, Butler County, Ohio (the "**Project Site**").

B. The Project Site abuts Seward Road, a public roadway in the City of Fairfield which is maintained by the City as part of the City's right-of way (suchright of way is depicted in **Exhibit A** attached hereto, the "**ROW**").

C. Through a separate tri-party development agreement between City, Fairfield Township and Al. Neyer RE, LLC effective April 12, 2022, certain additional public infrastructure improvements will be constructed in the ROW to accommodate expanded economic activities in the vicitinity and by the Project

D. The Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth that will benefit the City, and after careful review and deliberation, the City has determined that it is in its best interests and in the public interest of their citizens to enter into this Agreement to provide for the construction of the Public Infrastructure Improvements. (as such improvements are more fully described in **Exhibit B attached** hereto, the "**Public Infrastructure Improvements**").

E. The Company has approved and authorized the execution of this Agreement by its duly authorized representative.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Company and the City hereby agree as follows:

ARTICLE I

1. Road Improvements. The City agrees to construct the Public Infrastructure Improvements by performing the Scope of Work set forth in **Exhibit C hereto pursuant to the terms of this Agreement.**. The Parties have received an estimate of the cost to complete the

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

Public Infrastructure Improvements which estimates that the total cost of the Public Infrastructure Improvements will be approximately Five Hundred Thirty Seven Thousand Dollars ($537,000).

2. On or before November 8, 2024, the City shall obtain commitments from the Ohio Department of Transportation Office of Jobs & Commerce (ODOT) and the Ohio Department of Development (ODOD) to pay the costs of the Public Infrastrucutre Improvements (the "Grant Application). The Parties anticipate that through the Grant Application, the City will request funding in an amount of approximately Four Hundred Fifty Thousand Dollars ($450,000) (the "**Grant Proceeds**").

3. The Parties' obligations under this Agreement are contingent on the Company (or one of its Affiliates as defined *infra*) having entered into a lease with a tenant to occupy the Phase 1B Building (the "**Tenant Lease**"). The above notwithstanding, the Company, shall have the right but not the obligation to fund any shortfall in Grant Proceeds, upon which funding, the Parties shall remain obligated under this Agreement Upon execution of the Tenant Lease, the Company will notify the City and provide the City with evidence reasonably satisfactory to the City that the Tenant Lease is in effect. If the Tenant Lease is not executed by the Commencement Deadline, the Commencement Deadline and Completion Deadline will be extended by the number of days after the established Commencement Deadline for the Tenant Lease to be executed. If the Tenant Lease is not executed by November 30, 2024, this Agreement shall terminate unless otherwise extended by the mutual agreement of the Parties.

4. The total cost of the Public Infrastructure Improvements shall be paid by the Parties as follows: (i) $450,000 of the costs or such amount as is awarded will be payable from the Grant Proceeds, (ii) Thirty-Two Thousand Dollars ($32,000) of the costs will be paid by the City, and (iii) Fifty-Five Thousand Dollars ($55,000) of the costs will be paid by the Company. Any costs in excess of costs contributed by clauses (i), (ii) and (iii) will be paid thirty six percent (36%) by the City and sixty four percent (64%) by the Company (i.e. the approximate ratio of their initial contributions), however the total city contribution shall not exceed $64,000. Company shall be responsible for all costs after the City has contributed a total of $64,000. If costs are less than anticipated, savings shall be shared between the City and the Company in relation to the ratio of their initial contributions (ie 36% to the City and 64% to the Company. For illustration purposes only, if the total costs exceeds $537,000 by the amount of $100,000, the City would contribute $36,000 except that its obligation will be capped at a total of $64,000 and therefore would contribute $32,000 of additional funds. Company would then be required to contribute a total of $123,000 ($55,000 in the form of its initial contribution and $68,000 of additional funds). If the total costs were to be $527,000, the cost savings of $10,000, would be shared $3,600 to the City, 6,400 to the Company.

5. The Company shall pay to City its initial contribution (e.g. $55,000) on or before March 31, 2025. During construction, the City shall furnish to the Company monthly accounting of costs incurred and expected costs to complete. Following completion of construction of the Public Infrastructure Improvements as evidenced by the final pay application from the project contractor, the City shall notify Company of the total cost to all Parties If additional costs are due, the City shall issue an invoice to the Company and the Company shall pay the amount due within sixty (60) days. If cost savings are realized, the City shall issue the Company a refund payment within sixty (60) days.

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

6. In the event that Grant Proceeds are not available at the time the City and the Company determine that the Public Infrastructure Improvements construction must commence in order for the Completion Deadline to be met (such date, as determined in the reasonable discretion of the City and Company, being the "**Commencement Deadline**"), the Company may elect to advance the necessary funds to the City to allow for the construction of the Public Infrastructure Improvements to commence. Company shall be reimbursed for such funds as are advanced at such time as the Grant Funds become available. If the Company elects not to advance such funds within ten (10) days after the Commencement Deadline, this Agreement shall terminate.

7. The Company, at its expense and separate from the costs for construction of the Public Infrastructure Improvements shall, no later than March 31, 2025 obtain engineering drawings and specifications for the Public Infrastructure Improvements which are sufficient for the City to put out a bid and award a contract for construction of the Public Infrastructure Improvements. City will inspect construction of the Public Infrastructure Improvements at its own expense.

8. The City will include in its contract with the successful bidder ("Contractor") for construction of the Public Infrastructure Improvements that the work shall be substantially completed on or before August 31, 2025 (the "Completion Deadline"). The Parties agree to work cooperatively to support the Public Infrastructure Improvements and their timely completion. The Parties recognize that the Public Infrastructure Improvements and their timely completion are essential to the success of the Project.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

1. General Representations of the Company. The Company hereby represents and warrants that as of the Effective Date (i) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with its terms, (iii) entering into this Agreement does not conflict with any other agreements entered into by the Company, and (iv) the execution and delivery of this Agreement by the Company has been duly and validly authorized by all necessary corporate action on behalf of the Company.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE CITY

1. General Representations of the City. The City hereby represents and warrants that the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder and that this Agreement is a valid and binding obligation, enforceable against the City in accordance with its terms. The execution, delivery, and performance of this Agreement by the City have been validly authorized by the City and do not conflict with any other agreements entered into by the City. The City is not aware of any agreements between the City and the Norfolk Southern Railway or its affiliated entities..

ARTICLE IV
MISCELLANEOUS PROVISIONS

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

1. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested; (ii) by hand delivery in person; or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Any Party may change its address for notice by giving written notice thereof to the other Parties, and unless and until such notice has been given, the notice address for each Party is as follows:

The Company:

LIT ANL Fairfield Land, LLC
c/o Al. Neyer, LLC
Attn: Development Manager
302 W Third Street, Suite 300
Cincinnati, Ohio 45202

With copy to:

Al. Neyer, LLC
Attn: Legal Services
302 W. Third Street, Suite 300
Cincinnati, Ohio 45202

Clarion Partners
Attn: Dustin Collins
2323 Victory Avenue, Suite 1500
Dallas, TX 75219

Clarion Partners
Attn: Laurie Cantrelle
2323 Victory Avenue, Suite 1500
Dallas, TX 75219

The City:

City of Fairfield
Attn: City Manager
5350 Pleasant Ave.
Fairfield, OH 45014

2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

3. Entire Agreement. This Agreement, including its exhibits and documents incorporated by reference, constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the Parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation will be deemed to affect or modify any of the terms or conditions of this Agreement. For the avoidance of doubt, this Agreement does not purport to effect any amendment or modification to any prior agreement between the Parties, including but not limited to that certain Development Agreement dated as of April 12, 2022 by and among the City, Fairfield Township, and AL. NEYER RE, LLC, an Ohio limited liability company.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid, legal, and enforceable under applicable law. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability, while all other terms of this Agreement shall remain in full force and effect.

5. No Third-Party Beneficiary. The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the Parties, or their respective successors and permitted assignees.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors, and assigns. No Party shall assign this Agreement without the written consent of the other Party, except that the Company may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City to one or more entities affiliated with the Company that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company (each, an "**Affiliate**"). As used in the immediately preceding sentence, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a third party, whether through ownership of voting securities, partnership interests, by contract or otherwise. In the event of any such assignment, the Company shall provide notice to the City no later than thirty (30) days after the assignment. Notwithstanding anything herein to the contrary, and without the assignment of this Agreement, the City acknowledge and agree that the obligations of the Company hereunder may be performed by one or more of the Company's Affiliates, and the Company may cause one or more of its Affiliates to perform its obligations hereunder.

7. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

8. Amendment. The terms and provisions of this Agreement may only be amended by a written agreement duly executed by the Parties.

9. Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

10. Terminology. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

11. Term. This Agreement shall go into effect on the Effective Date and remain in effect until the earlier to occur of (i) termination in accordance with its terms, and (ii) two (2) years after the completion of the Public Infrastructure Improvements as evidenced by the opening thereof to public use by the City.

12. Exhibits. The Exhibits identified in this Agreement are hereby incorporated into this Agreement by reference.

13. Construction. The Parties agree that each Party and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

14. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed or deemed to create a partnership or joint venture among the Parties or to render a Party liable for the debts or obligations of any other Party, except as otherwise expressly provided herein.

15. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent, or employee, as the case may be, of the City or of the Company in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of any Party shall be liable personally under this Agreement.

16. No Waiver. No delay or omission by any Party to exercise any right or power accruing upon any failure of performance by any other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by a Party of any breach of the covenants, conditions or agreements herein to be performed by any other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions, or agreements contained herein.

17. Compliance with Laws. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the Parties shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances, and other regulations.

18. Duly Authorized. By their execution of this Agreement, the Parties certify that this Agreement has been duly authorized and executed.

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

19. Further Assurances. Upon request, each Party agrees: (i) to furnish to any other Party such further information, (ii) to execute and deliver to any other Party such other documents, and (iii) to do such other acts and things, reasonably required for the purpose of carrying out the intent of this Agreement.

20. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

Each of the Parties has caused this Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

LIT ANL FAIRFIELD LAND, LLC, a
Delaware limited liability company
By: Neyer Fairfield, LLC, an Ohio limited liability company, its managing member

By: _____
Name: _____
Title: _____

CITY OF FAIRFIELD, OHIO,

By: _____
Name: Scott W. Timmer _____
Title: City Manager _____

Approved as to form:

_____
Name: John Clemmons, Law Director

Approved as to content:

_____
Name: Greg Kathman, Development Services Director

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under this Agreement, certifies hereby that the money required to meet the obligations of the City under this Agreement (including specifically the funds required to meet the obligations of the City in the year 2024) has been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41 *et seq*.

Dated: _____, 2024

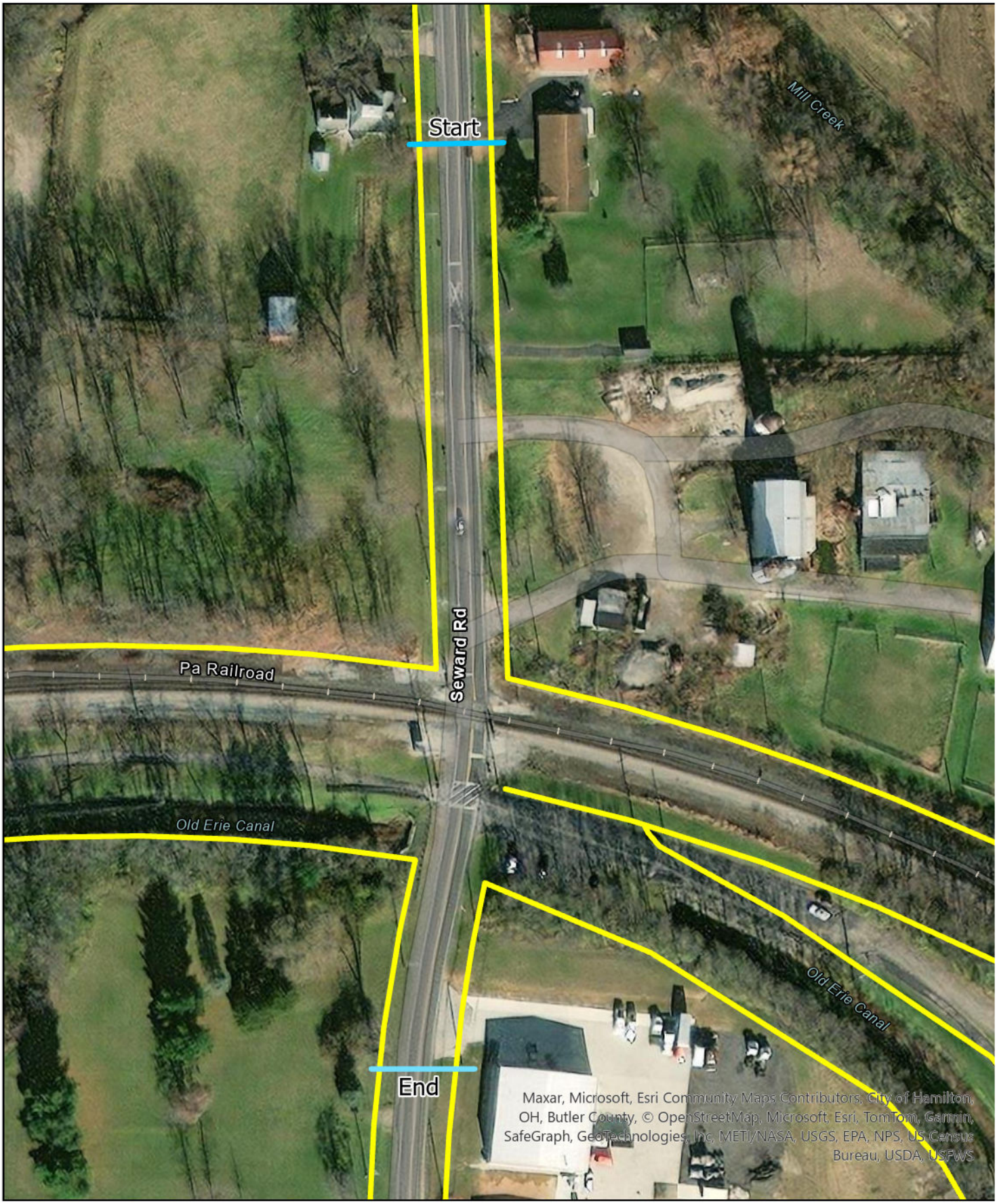
_____,
Christopher Hacker, Director of Finance
City of Fairfield, Ohio

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

EXHIBIT A

(attached hereto)

Exhibit A



Right of Way

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The project involves reconstructing sections of Seward Road to modify the vertical profile near the existing railroad crossing, enhancing conditions for "low profile" trucks crossing the railroad.

- The proposed improvements will be designed per the City of Fairfield Public Works Department, the Ohio Department of Transportation (ODOT) and applicable utility company standards
- The design will be coordinated with the City of Fairfield City Engineer and Public Works Director for approval
- Improvements will minimize work with the railroad right-of-way and not impact the rail, gate arms, or other rail infrastructure
- Existing drainage patterns will be maintained
- The typical section of the road will closely match existing
- The existing road, within the limits of the proposed improvements, will be reconstructed on new vertical alignment
- The proposed improvements will begin approximately 250- feet south of the railroad tracks and extend approximately 750- ft north
- The proposed profile upgrades will be designed for a legal speed of 35 mph and a design speed of 40 mph
- The proposed roadway will not be curbed
- Coordination with existing utilities during design will be the responsibility of the Company's engineer. Coordination with existing utilities during construction will be coordinated by the City.

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

EXHIBIT C

(attached hereto)

THE KLEINGERS GROUP

Seward Road Railroad Crossing
Engineer's Preliminary Opinion of
Probable Construction Cost
10/21/2024

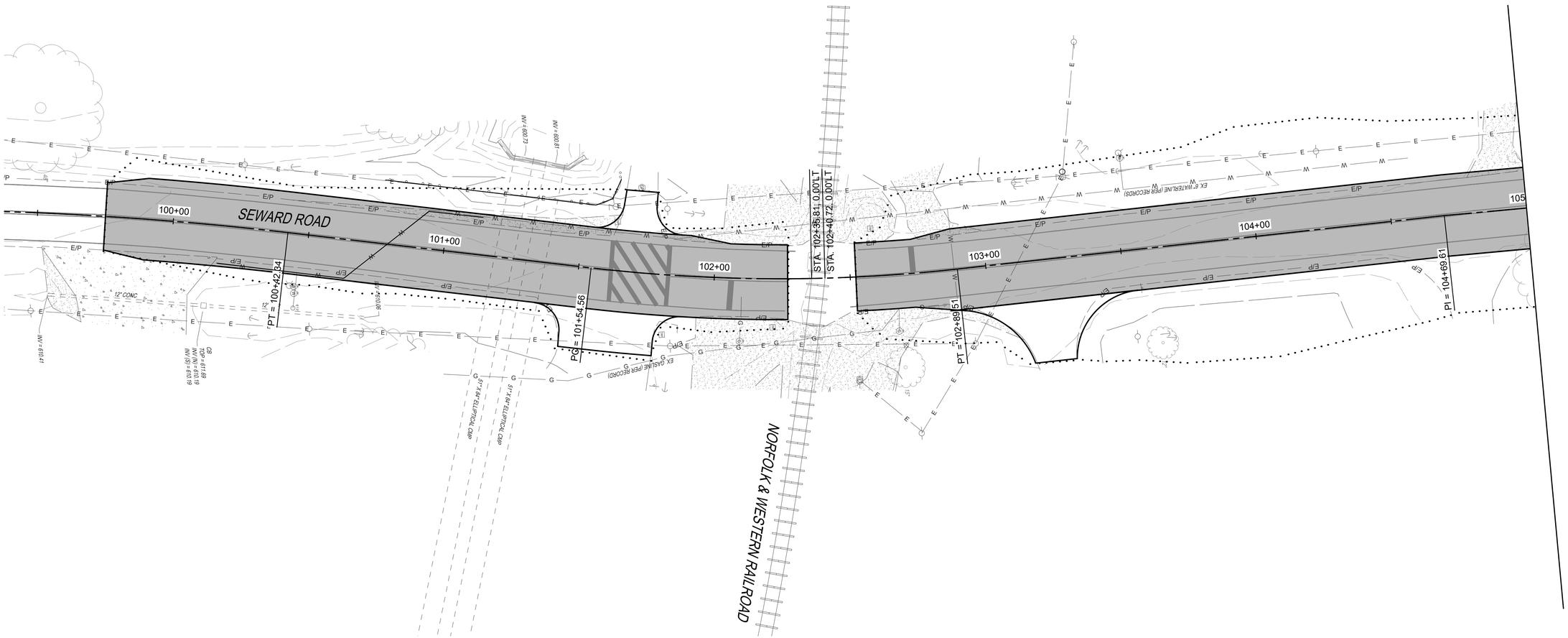
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CLEARING & REMOVALS	1	LS	$10,000	$10,0
EARTHWORK	1	LS	$35,000	$35,0
EROSION CONTROL	1	LS	$9,500	$9,5
PAVEMENT REMOVED	2,300	SY	$15	$34,5
ASPHALT CONCRETE SURFACE COURSE	100	CY	$285	$28,5
ASPHALT CONCRETE INTERMEDIEATE COURSE	100	CY	$255	$25,5
ASPHALT CONCRETE BASE	610	CY	$195	$118,9
AGGREGATE BASE	420	CY	$75	$31,5
SUBGRADE COMPACTION	2,500	SY	$2	$5,0
SUBGRADE REPAIR	1,250	SY	$115	$143,7
NON-TRACKING TACK COAT	430	GAL	$2	$8
DRIVE APRON	8	EA	$1,250	$10,0
GUARDRAIL, TYPE MGS	90	FT	$32	$2,8
ANCHOR ASSEMBLY	1	EA	$2,250	$2,2
SIGNING AND STRIPING	1	LS	$2,250	$2,2
SEEDING & MULCHING	1	LS	$7,500	$7,5
WATERMAIN, 12" DUCITLE IRON	100	FT	$285	$28,5
MAINTENANCE OF TRAFFIC	1	LS	$22,500	$22,5
MOBILIZATION	1	LS	$12,500	$12,5
STAKEOUT	1	LS	$5,500	$5,5

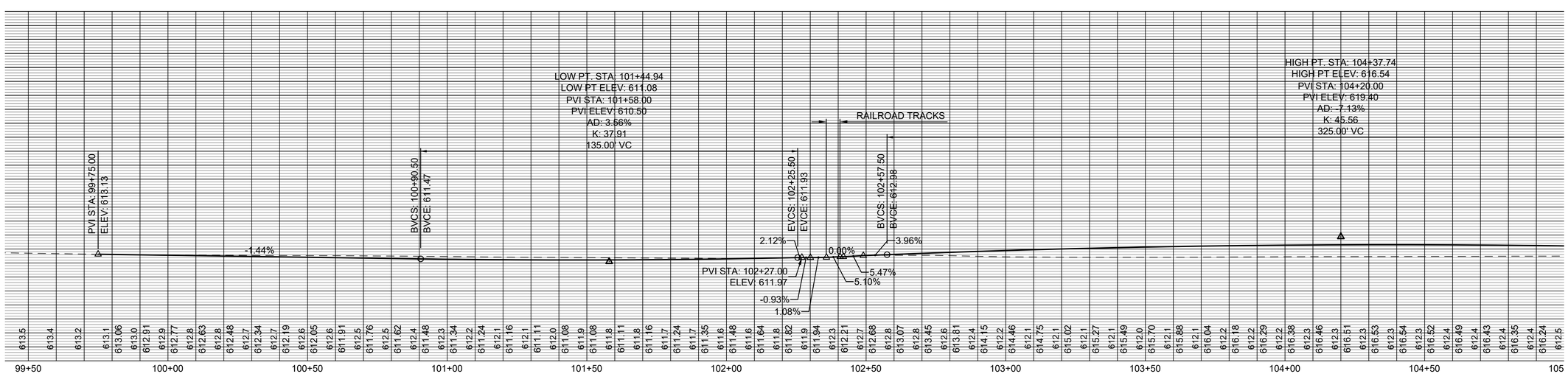
Grand Total **$536,940.**

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)

THE KLEINGERS GROUP
6219 Centre Park Drive
West Chester, Ohio 45069
(513) 779-7851
www.

INSPIRED PEOPLE ▲ CREATIVE DESIGN ▲ TRANSFORMING COMMUNITIES





CIVIL ENGINEERING
SURVEYING
LANDSCAPE ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
513.779.7851
THE KLEINGERS GROUP

0 10 20 40

CALCULATED: GAU
CHECKED: YSY

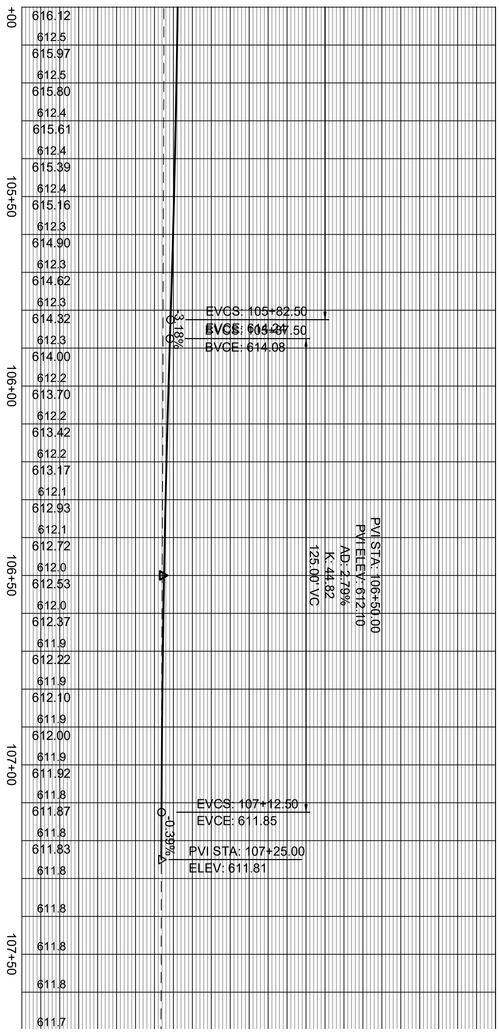
SEWARD ROAD PROFILE REVISION

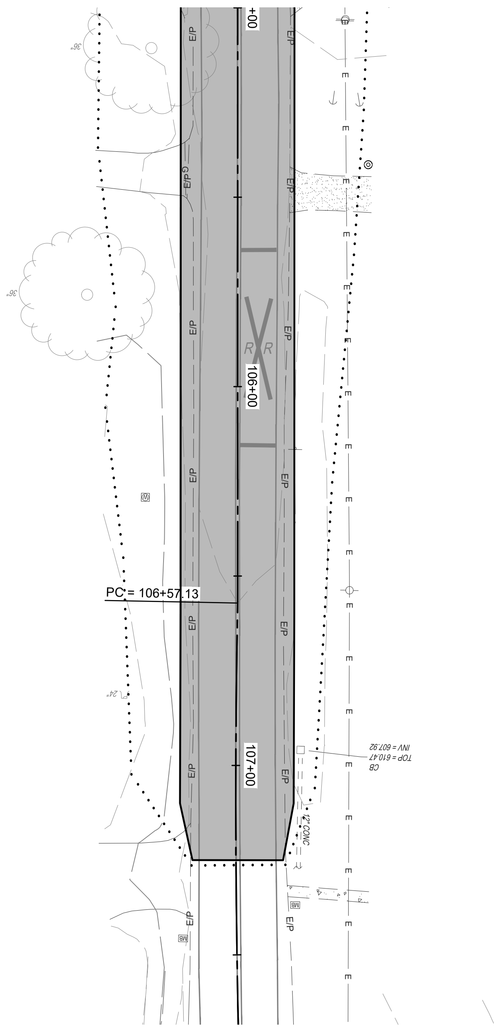
PRELIMINARY PLAN & PROFILE

NOT FOR CONSTRUCTION

1
2

Attachment: Neyer Agreement DRAFT (4120 : Development Agreement for Fairfield Logistics Center)





SEWARD ROAD PROFILE REVISION

PRELIMINARY PLAN & PROFILE

NOT FOR CONSTRUCTION

2 | 2

0 10 20 40

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CHECKED YSY

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West Chester, OH 45069
513.779.7851

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH ANL FAIRFIELD LAND, LLC RELATIVE TO ROADWAY IMPROVEMENTS TO SEWARD ROAD IDENTIFIED AS NECESSARY TO FACILITATE CONSTRUCTION OF A THIRD BUILDING IN THE FAIRFIELD-FAIRFIELD TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT 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 Development Agreement with ANL Fairfield Land, LLC relative to roadway improvements to Seward Road identified as necessary to facilitate construction of a third building in the Fairfield-Fairfield Township Joint Economic Development District in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project be authorized so that construction can be completed by next summer and create additional employment as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\ANL FAIRFIELD LAND LLC-ORD

Attachment: ANL FAIRFIELD LAND LLC-ORD (4120 : Development Agreement for Fairfield Logistics Center)

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Ohio Department of Transportation –Transportation Alternative Program Grant Funding Application
Legislation Title:
Ordinance to authorize the City Manager to execute and file the Ohio Department of Transportation –Transportation Alternative Program Grant Funding Application and Agreement for the River Road West Multi-Use Trail (Connecting the Pleasant Avenue Multi-use Trail to the Great Miami River Trail) and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement for a grant to fund a portion of this proposed segment of Multi-Use Trail within the City of Fairfield.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute an ODOT grant application for financial assistance.

The City of Fairfield desires to add a network component for the City's sidewalk and trail system. The section being considered is nearly 6100 feet of new trail. A trail along Wessel Drive and River Road connecting the proposed Pleasant Avenue trail from Pleasant and Wessel to the GMRT at River and Groh will connect many people and neighborhoods to jobs and amenities along the corridor. It will establish a connected corridor for multi-modal transportation. The City intends this to be part of a transformational trail plan linking the Great Miami River Trail, Fairfield's signature parks, and our City Center together.

We are applying for a grant from the Ohio Department of Transportation for this project.
If funding is approved, this project would schedule to bid in 2026.

If approved, ODOT would be funding approximately 90% of the project's construction ($1,500,000). The estimated total cost of construction for this project is approximately $1,700,000.00. The engineering for this project will be 100% local funding and is estimated at $150,000.

This proposed trail is supported by the City's development of Fairfield Connects, the City's active transportation plan.

Financial Impact:

No immediate financial impact.

Emergency Provision Explanation:

The final applications are soon to be considered by ODOT, therefore a suspension of the rules and emergency provisions are being requested.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. River Road West Council Letter Exhibit
2. OHIO DEPARTMENT OF TRANSPORTATION-ORD

FAIRFIELD CONNECTS

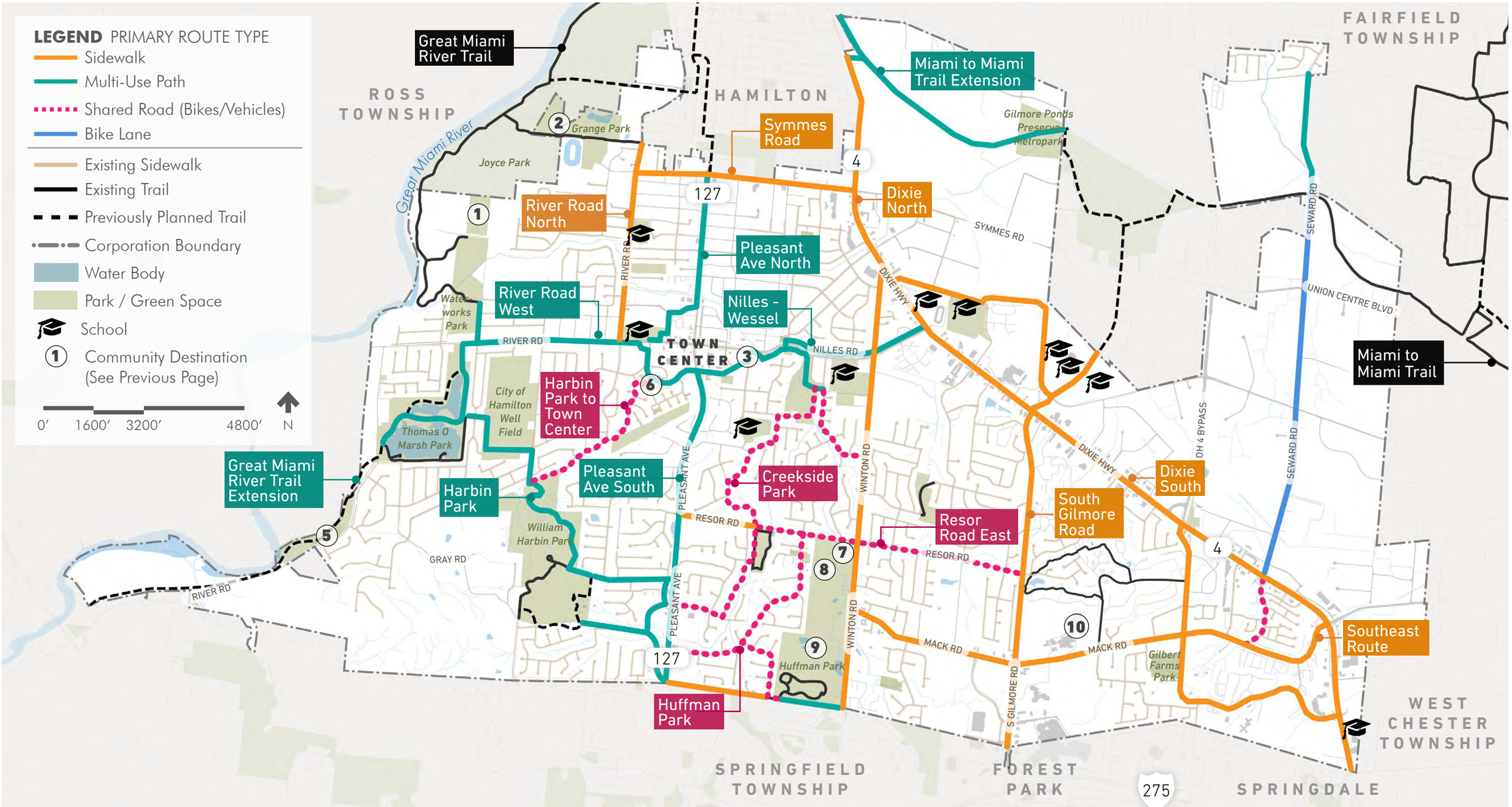
CONNECTIVITY MASTER PLAN

FAIRFIELD OHIO MKSK

Attachment: River Road West Council Letter Exhibit (4112 : Ohio Department of Transportation –Transportation Alternative Program Grant

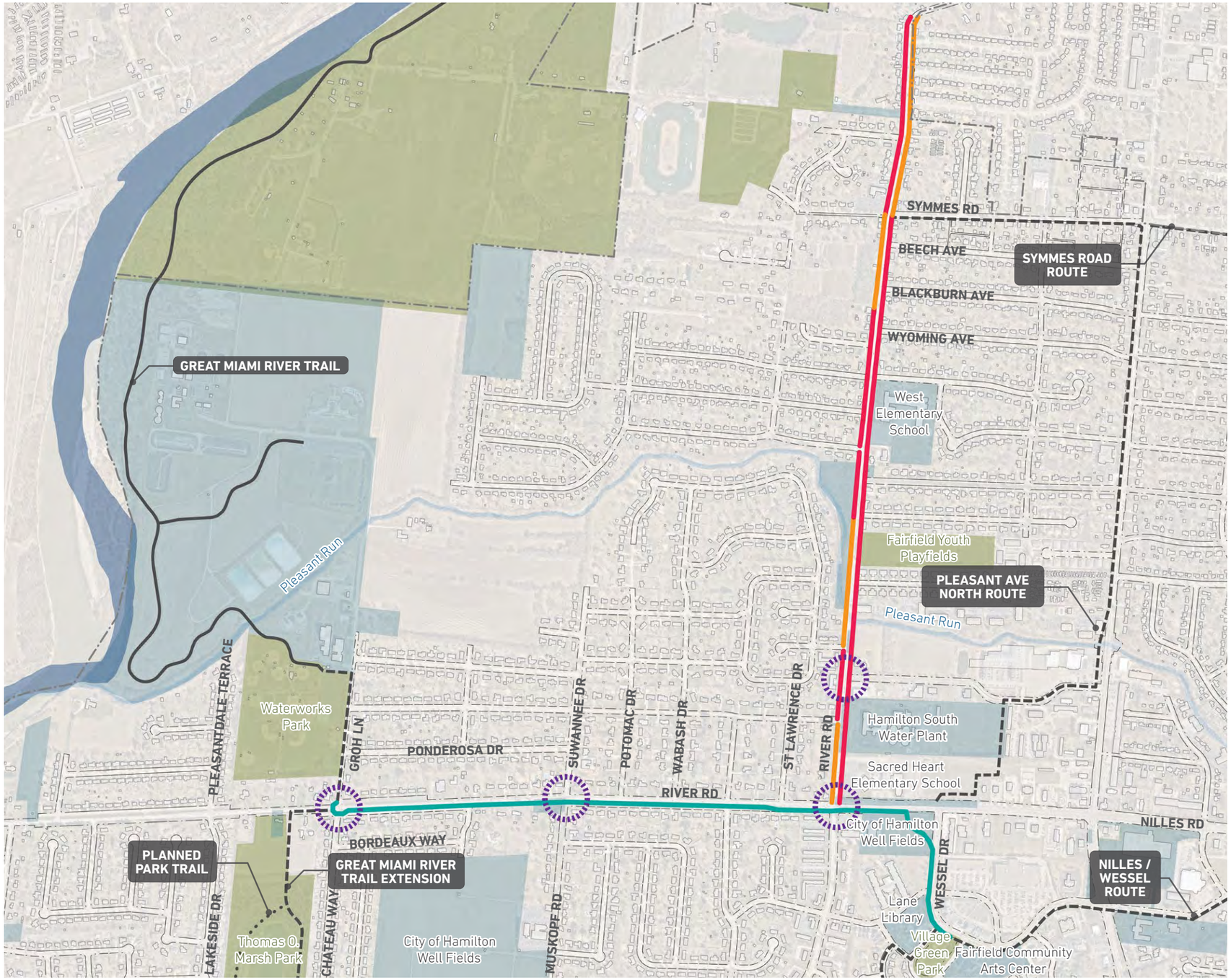
COMPREHENSIVE CONNECTIVITY PLAN

The map below depicts the primary routes of the connectivity plan. This map shows that the primary facility type is for each route, however, each route may contain multiple facility types in order to make the connection work. The goal of this routing is to promote better connectivity between the Town Center, neighborhoods, parks, schools, shopping areas, and regional trails. More details on the specific routes can be found in Section 3 of this document where individual examinations of the primary routes are provided.



Attachment: River Road West Council Letter Exhibit (4112 : Ohio Department of Transportation –Transportation Alternative Program Grant

MAJOR ROUTES



RIVER ROAD WEST AND RIVER ROAD NORTH

Facility Type:

River Road West: Multi-Use Path
River Road North: Sidewalk

Notes (River Road West)

- Route serves as primary connection from Great Miami River Trail into the center of Fairfield.
- Brings riders from Great Miami regional trail into Town Center area, promoting tourism and economic development.
- Due to its integration into the regional trail network, this route should be off-road as much as possible in order to attract a diverse ridership.

Notes (River Road North)

- Filling in the sidewalk gaps along this road provides enhanced connectivity to local schools and neighborhoods.

LEGEND

- Proposed Multi-Use Path
- Proposed Sidewalk
- Existing Sidewalk
- Existing Multi-Use Path
- Planned Park Trail
- Other Major Route
- Signalized Crossing
- Publicly-Owned Parcel
- Park / Green Space

0′ 500′ 1000′ 2000′ N

Attachment: River Road West Council Letter Exhibit (4112 : Ohio Department of Transportation –Transportation Alternative Program Grant

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND FILE THE OHIO DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ALTERNATIVE PROGRAM GRANT FUNDING APPLICATION AND AGREEMENT FOR THE RIVER ROAD WEST MULTI-USE TRAIL (CONNECTING THE PLEASANT AVENUE MULTI-USE TRAIL TO THE GREAT MIAMI RIVER TRAIL) 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 and file the Ohio Department of Transportation – Transportation Alternative Program grant funding application and agreement for the River Road West Multi-Use Trail (connecting the Pleasant Avenue Multi-Use Trail to the Great Miami River Trail) in accordance with the application and agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that applications are due soon and will be considered by ODOT; 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\2024\OHIO DEPARTMENT OF TRANSPORTATION-ORD

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
Municipal Building Security Upgrades

Legislation Title:
Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions LLC for the Municipal Building Security Upgrades Project and declaring an emergency.

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $556,274 from the Capital Improvement Fund and the ARPA Fund. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Prodigy Building Solutions LLC, West Chester, Ohio for this project.

Background/Synopsis:
This request is for security upgrades to the Municipal Building. This request will move the Utility Department from its current location in the Finance Wing to the North Front Hallway across from the current Building Department. This will allow all but the Front North Wing to be secured from general traffic by adding a security door for the entire south side of the building in conjunction with the security door leading back to Development Services. The non-secure North Front Wing will allow the general public to access Council Chambers, the Building Department, Utility Billing, and the restrooms. This project will be performed by Prodigy Building Solutions LLC, West Chester, Ohio.

Financial Impact:
$556,274 ($546,274 for the project + $10,000 for contingencies and Municipal Building repairs and upgrades) from the Capital Improvement Fund ($279,359.39) and ARPA Fund ($276,914.61). The project is listed in the 2024 CIP as # 4FC01 Municipal Building and Annex Repairs ($300,000)

Emergency Provision Explanation:
Emergency provisions and Rules Suspension are being requested to facilitate securing of the building.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Municpal Security Upgraders Agreement
2. PRODIGY BUILDING SOLUTIONS LLC-ORD

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:
Mr. Ben Mann and Brian Rose
City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Date: November 6, 2024
Job Name: Fairfield Municipal Building Refresh
Delivery Terms: Freight Allowed and Prepaid - F.O.B. Jobsite
Procurement Contract: TOP-C Unit Price Contract 2021-06-001b

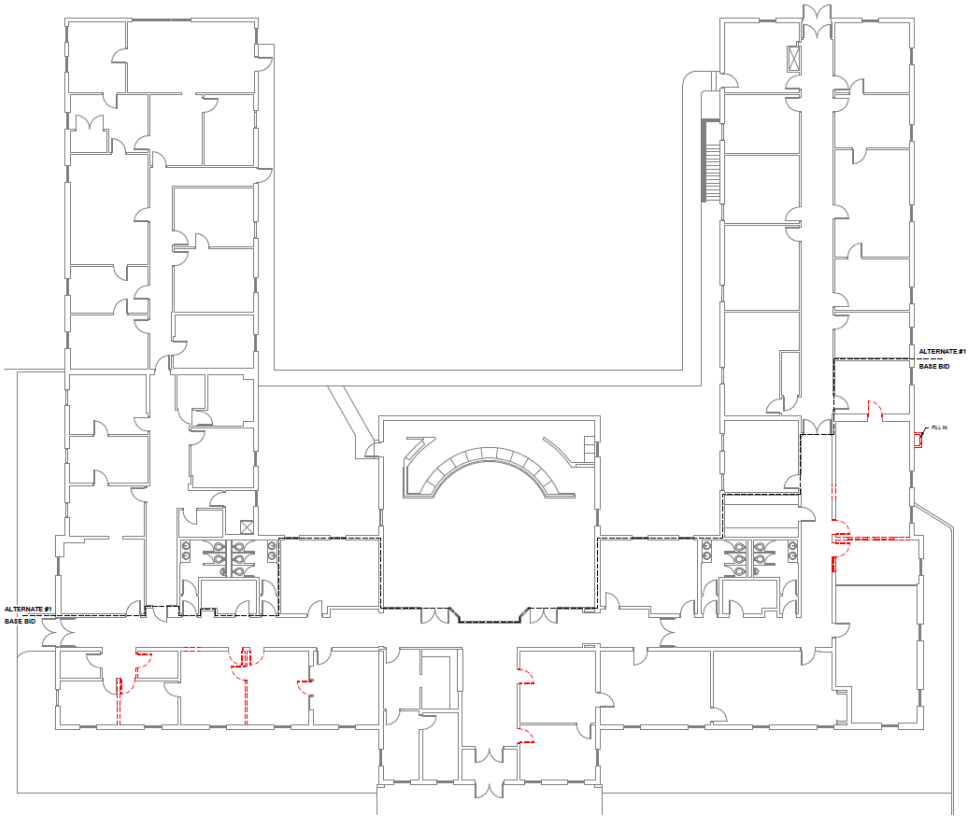
PROPOSAL SCOPE OF WORK

Project Address
Fairfield Municipal Building
5350 Pleasant Ave
Fairfield, OH 45014

Scope Overview
Renovate the Municipal Building to allow secured separation of publicly accessible areas, while refreshing walls, carpet, floor layout per attached documents. Sketches below are snippets of the drawing set

Scope Details

1. Demolition, refer to sketch below, demolished items shown in "Red"
    a. Remove walls and partitions
    b. Remove existing utility billing check drop box and tooth in exterior brick veneer
    c. Remove existing doors and frames

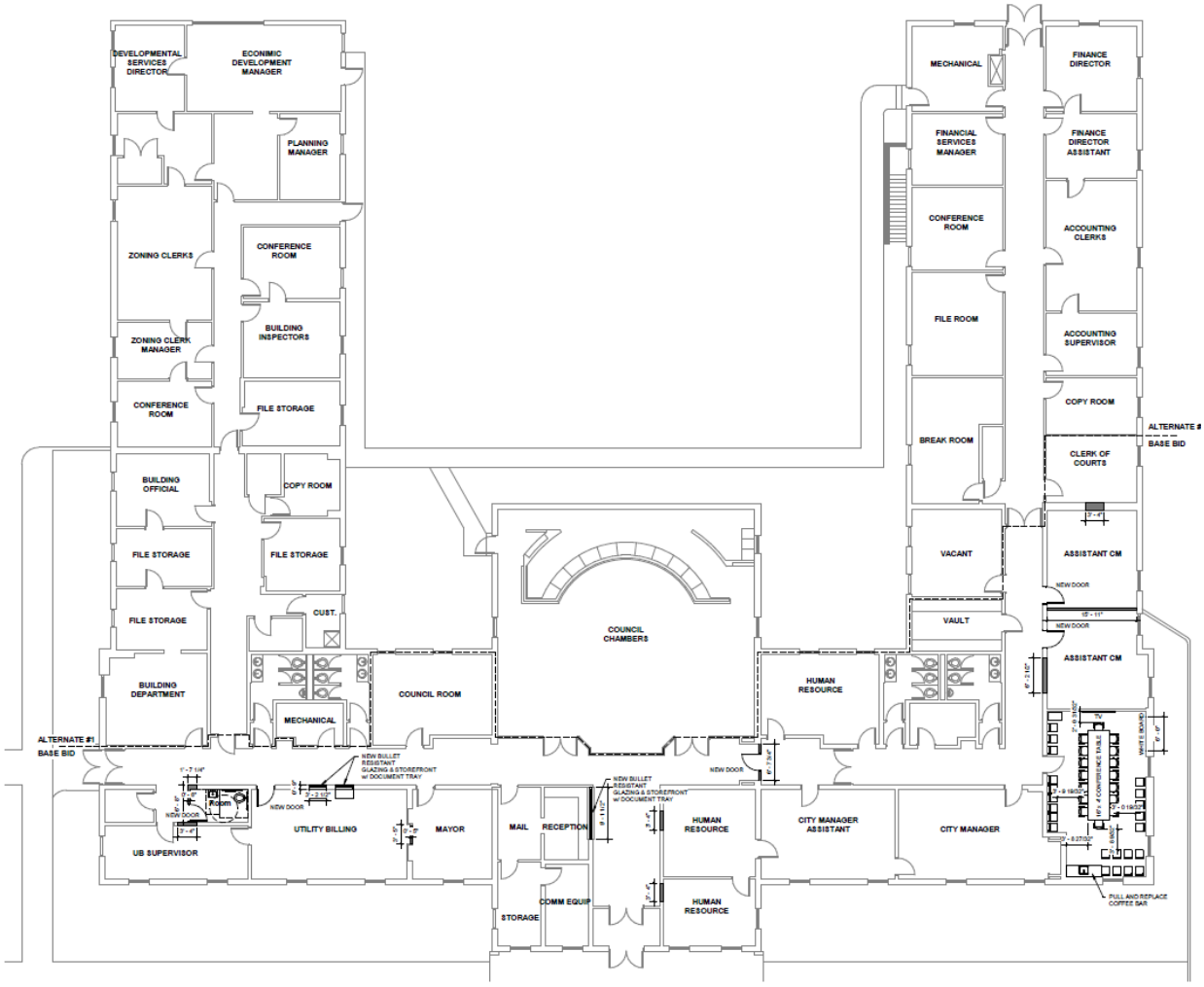


Attachment: Municipal Security Upgraders Agreement (4116 : Municipal Building Security Upgrades)

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

2. Wall and casework modifications – for work areas “bolded” in sketch below
    a. Infill openings with stud and drywall
    b. Revise single use restroom to allow for ADA accommodations
    c. Add casework and transaction windows in utility billing
        i. One transaction window to be ADA compliant
    d. Provide safety film over new glazing for reception
    e. Install new storefront opening with access controls to restrict access to South Wing
        i. Electric strike and wiring will be provided
        ii. Integration, readers, and other access control hardware by Owner
    f. Rework conference room
        i. Graphics, built in casework, sink, underfloor electric, removing projector, and relaminating AV cabinet to be included in project
        ii. New conference room furniture can be provided via Alternate
    g. Build new stud and drywall wall between Assistant CM offices and fill in openings
    h. Replace new doors and frames to be added
    i. Infill wall opening from removed drop box
        i. Brick to be provided by Owner



Attachment: Municipal Security Upgraders Agreement (4116 : Municipal Building Security Upgrades)

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

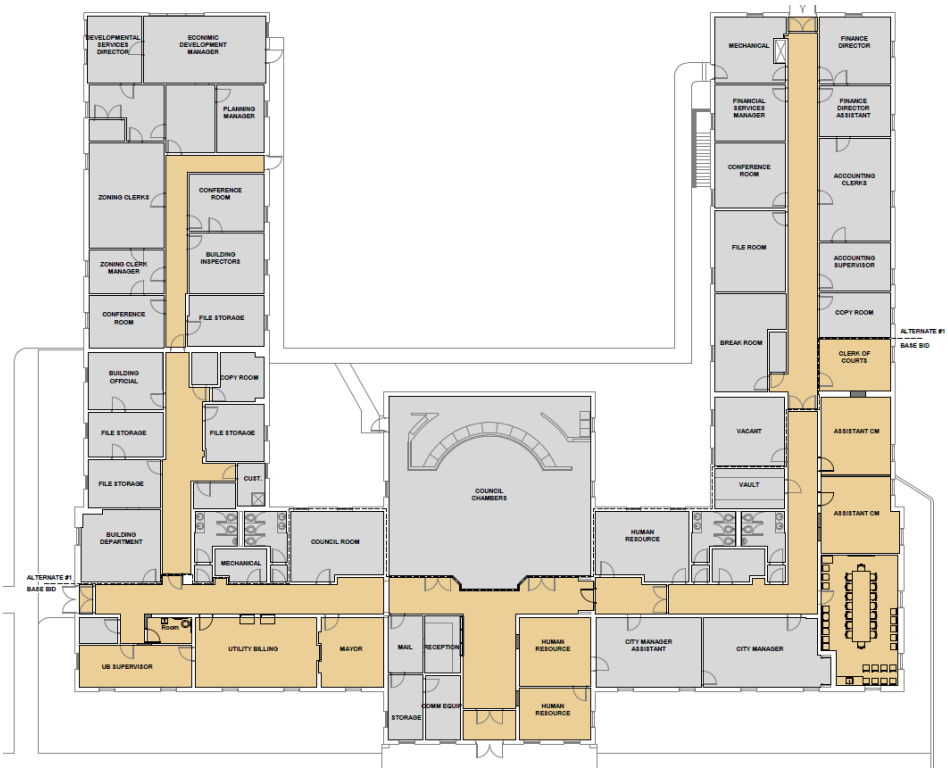
3. Ceiling rework
    a. Ceiling to be removed and replaced with new acoustical drop ceilings in all areas other than shown in “gray”
        i. “Blue” area is new ceiling tiles only, existing ceiling grid system to remain
        ii. “Green” area is new ceiling grid and tile
        iii. Ceiling pads to be “Cirrus” by Armstrong Ceilings
        iv. Rooms with revised ceilings will be provided with new LED center basket troffer lighting with dimmers

Attachment: Municipal Security Upgraders Agreement (4116 : Municipal Building Security Upgrades)

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

4. Remove wall coverings, skim drywall, and repaint, for areas shown in “gold” below
    a. Walls to be finished to “level 4” finish per Gypsum Associations GA-214 finish schedule
        i. Alternates are provided for this scope of work on the East Side of dashed Alternate Line in sketch below



Attachment: Municipal Security Upgraders Agreement (4116 : Municipal Building Security Upgrades)

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

5. Flooring
    a. Remove and replace flooring
        i. Alternates are provided for flooring on the East Side of dashed Alternate Line in sketch below
        ii. “Gray” and “red” areas below are excluded from both base and Alternate scope
        iii. An additional 10% of base bid flooring to be provided for attic stock
        iv. 6” black vinyl cove base will be provided and installed in modified areas
        v. Flooring to be Mohawk brand plank carpeting
            1. Color and style to be per Owner provided Mohawk Job #13989, Drawing # 42038, Revision R4

6. Plumbing
    a. Single use restroom to have new fixtures supplied and installed
        i. Connect to existing plumbing
        ii. This restroom is restroom area being modified above
7. Electrical
    a. New floor box to be provided in conference room
    b. Add new receptacles and data drops in revised spaces
        i. New electric and data to be routed through wall, if possible
        ii. Surface mounted conduit may be utilized if existing wall is masonry or impassible
8. Other items
    a. A $14,000 allowance is included in project
        i. White boards
        ii. Graphics
        iii. Room signage

Attachment: Municipal Security Upgraders Agreement (4116 : Municipal Building Security Upgrades)

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

iv. Directional signage

b. Lintels for new doorways are to be provided and installed

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are included
- Permits are excluded and covered by the Owner
- Prevailing wages are included
- Keying of existing or new doorways to be by the Owner
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- Heating hot water radiators are to be removed by the Owner
- This proposal is valid for fifteen days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- All HVAC mechanical work is excluded from this scope of work
- All access control programming and integration is excluded from this scope of work
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is $546,274.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

If Authorized Alternates (Check if Accepted):

- _____ If Authorized Scope 1: Carpet, drywall, paint refresh beyond fire doors. Add: $111,225.00
- _____ If Authorized Scope 2: Allowance for conference room furniture. Add: $86,508.00
- _____ If Authorized Scope 3: Sanitary line descaling. Add: $11,567.00
- _____ If Authorized Scope 4: Repurposing existing file storage room and copy room to make the space into a new break room. Add: $128,069.00
- _____ If Authorized Scope 5: Refresh the exterior concrete area outside main vestibule. Add: $107,147.00

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: City of Fairfield

Signed: _____

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

Attachment: Municipal Security Upgraders Agreement (4116 : Municipal Building Security Upgrades)

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

CERTIFICATE OF AVAILABLE FUNDS
ORC Section 5705.41

The undersigned, Treasurer for the City of Fairfield, located in Butler County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer) Date

This Document Constitutes the Confidential and Proprietary Property of Prodigy Building Solutions, LLC

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. Ohio Revised Code 9.239 Compliance: To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed $5.54 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
11. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee**

Prodigy Building Solutions

Prodigy Building Solutions, LLC
9652 Inter Ocean Drive
West Chester, OH 45246

has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

12. **UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED $2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**

13. These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.

14. The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.

15. Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.

16. Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

This Document Constitutes the Confidential and Proprietary Property of Prodigy Building Solutions, LLC

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR THE MUNICIPAL BUILDING UPGRADES PROJECT 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 Prodigy Building Solutions, LLC for the municipal building upgrades project in accordance with the bid on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding due to the immediate need to complete improvements to the safety and security of the Fairfield Municipal Building.

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 improvements to the safety and security of the Fairfield Municipal Building be completed as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\PRODIGY BUILDING SOLUTIONS LLC-ORD

Attachment: PRODIGY BUILDING SOLUTIONS LLC-ORD (4116 : Municipal Building Security Upgrades)

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."

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.

$556,274 for Municipal Building Upgrade Project;
$25,000 for concrete and asphalt repairs following water repair projects (existing contracts).

Financial Impact: $581,274.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. ContractualAppropriations.111124
2. CONTRACTUAL 11-11-ORD

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Appropriation for concrete and asphalt repairs

Legislation Title:
Appropriation for concrete and asphalt improvements and repairs associated with water repair efforts

Recommendation:
It is recommended that City Council authorize an appropriation in the amount of $25,000.00 for concrete and asphalt improvements at Water Division facilities and for pavement repairs following water system repair work.

Background/Synopsis:

The request is for appropriations necessary to pay for permanent concrete and asphalt repairs to roads, curbs, sidewalks, and driveway aprons following excavations performed by Public Utilities Department staff associated with the repair/replacement of buried water infrastructure. The request is also for appropriations necessary to pay for other miscellaneous pavement improvement projects and related materials at Public Utilities Department facilities.

Concrete repairs will be performed by a qualified contractor under a City contract administered by Fairfield's Public Works Department – at contract-specified unit pricing. Asphalt repairs will be performed by a qualified contractor under a City contract administered by Fairfield's Public Works Department – at contract-specified unit pricing. Public Works' inspectors measure/mark all locations in need of repair following utility excavations; inspectors also oversee contractor performance to verify concrete and asphalt repairs and improvement projects are performed in accordance with City standards.

It is recommended that City Council authorize an appropriation in the amount of $25,000.00 for concrete and asphalt repairs following water system repair work.

Financial Impact:

2024 funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project 4WT14 (Asphalt/Concrete Replacement). $25,000.00 is requested from 4WT14. The funding source is the Water Surplus Fund.

Attachment: ContractualAppropriations.111124 (4121 : Contractual Appropriations)

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachment: ContractualAppropriations.111124 (4121 : Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Water Surplus Fund**	**$25,000**
To:	60516025-252000 Improvements other than Building *(4WT14 Concrete/Asphalt Repairs)*	$25,000
From:	**Unappropriated Capital Improvement Fund**	**$279,359.39**
To:	40216025-254000 Building Improvements *(4FC01 Municipal Building Renovations)*	$279,359.39
From:	**Unappropriated American Rescue Plan Act Fund**	**$276,914.61**
To:	26616025-254000 Building Improvements *(4FC01 Municipal Building Renovations)*	$276,914.61

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

Attachment: CONTRACTUAL 11-11-ORD (4121 : Contractual Appropriations)

publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\CONTRACTUAL 11-11-ORD

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Non-Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."

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 item:

$75,000 for Public Art Fund grant.

Financial Impact: $75,000.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NONCONTRACTUAL 11-11-ORD 2

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Transformative Economic Development Fund**	**$75,000**
To:	41416027-271500 Funding Grants	$75,000
	(Public Art Fund at Fairfield Community Foundation)	

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\2024\NONCONTRACTUAL 11-11-ORD 2

Attachment: NONCONTRACTUAL 11-11-ORD 2 (4122 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Non-Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."

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 item:

$15,000 for Automatic Meter Reading Supplies (Public Utilities - Water Division);
$21,100 for Harbin Park Playground and Shelter (Parks & Recreation);
$42,227 for Community Arts Center Sign (Parks & Recreation);
$20,000 for tree maintenance at North and South Trace (Parks & Recreation);
$24,997 for replacement PA system at Village Green (Parks & Recreation).

Financial Impact: $123,324.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.111124
2. NONCONTRACTUAL 11-11-ORD

City Council Information Item
Regular Meeting - November 11, 2024

Submitted by: Matt Young,
Submitting Department: Public Utilities

Subject:
Supplies to support Automatic Meter Reading

Legislation Title:
Supplies to support Automatic Meter Reading

Background/Synopsis: In 2022-2023, the City invested in a City-wide smart water metering system – including 14,000 new meters and all of the infrastructure (base stations; radio repeaters; software; etc.) required to communicate with the meters. This appropriation request will enable City staff to purchase supplies from various City-approved vendors to support and enhance the ability to read meters.

Financial Impact:

An appropriation in the amount of $15,000.00 is being requested to purchase supplies from multiple vendors, as needed, to support the City's smart water metering system.

Funding for this project is included in the approved 2024-2028 Capital Improvement Program. Project 4WT17 ($15,000) will be used for this appropriation request. The funding sources is the Surplus Fund (605).

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Amanda Brock,
Submitting Department: Parks

Subject:
New Furnishings for Harbin Park Playground and Shelter

Legislation Title:
Non-Contractual Appropriation for furnishings at Harbin Park Playground and Shelter

Recommendation:
It is recommended that City Council authorize an appropriation of $21,100.00 from the Capital Fund for the purchase of new furnishings for the Harbin Park shelter and playground as detailed in the attached quote.

Background/Synopsis:

This project is to purchase new furnishings for the shelter and playground at Harbin Park. All items are made of recycled plastic and will match the existing furnishings found in many of our parks throughout the City.

The funding for this project is programmed in the 2024-2028as CIP 4PR09.

Financial Impact:

$21,100.00 from the Capital Fund as CIP 4PR09.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Harbin Furniture

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

QUOTE: 65960 - More Picnic Tables Benches and Bins 2024 (191632)

Account Name	City of Fairfield-OH	**Ship Via**	-	**Rep**	7GOV1
Contact Name	Mandi Brock	**Terms**	Net 30	**Created By**	Ryn Soper
Phone	513-867-5348	**PO Number**	-	**Created Date**	4/30/24
Email	abrock@fairfield-city.org	**Tracking Email**	-	**Expiration Date**	12/31/24

Bill To: abrock@fairfield-city.org

City of Fairfield-OH
411 Wessel Drive
Fairfield, Ohio 45014
United States

Ship To:

City of Fairfield-OH
411 Wessel Drive
Fairfield, Ohio 45014
United States

Shipping Contact Information:

Full Name Mandi Brock

Phone Number 513-867-5348

Qty.	Product	Short Description – Full details outlined on product spec sheets when applicable	Unit Price	Line Total
4	FURNITURE	0-4213-DS - TABLE-HEXAGON-TAN TOP/BLACK BASE	$1,276.00	$5,104.00
2	FURNITURE	0-4234-DS - TABLE-HEXAGON-ADA COMPLIANT-TAN TOP/BLACK BASE	$1,185.00	$2,370.00
5	SUMMIT ADIRONDACK CHAIR	(70-0201) SUMMIT ADIRONDACK CHAIR - BLACK FRAME WITH ARUBA BLUE SEAT/BACK	$776.00	$3,880.00
6	SLAT WASTE	[170265] SLAT WASTE - SCREW - 45 GALLON - TAN - MOLDED TOP (DOME)	$865.00	$5,190.00
4	BENCH	[170272] BENCH - CLERMONT - 5FT - TAN	$1,009.00	$4,036.00
		Subtotal		$20,580.00
MR-Disc		CUSTOMER DISCOUNT (CONTINGENT ON MEETING THE PAYMENT TERMS)		-$1,029.00
S/H		SHIPPING & HANDLING - **ADDITIONAL SERVICES AVAILABLE UPON REQUEST (CHARGES MAY APPLY)** JI 10/29 DK 65960		$1,521.51
		Grand Total		**$21,072.51**

Per US tax law, we're required to collect sales tax in the majority of states. If applicable, sales tax will be applied upon invoice.

My signature on this quote verifies that I have approved this order and all information is accurate.

SIGNATURE _____

DATE _____

Company Address W248N5499 Executive Drive
Sussex, Wisconsin 53089
USA

Phone (800) 505-7926

Organization (Fax) 888-868-7184

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Amanda Brock,
Submitting Department: Parks

Subject:
New Cultural Arts Center Sign

Legislation Title:
Non-Contractual Appropriations for a new sign at the Cultural Arts Center

Recommendation:
It is recommended that City Council authorize an appropriation in the amount of $42,227.00 from the Capital Fund for the replacement of a new monument sign at the CAC as detailed in the attached quote.

Background/Synopsis:

This project is to purchase a new monument sign for the front of the CAC.

The funding for this project is programmed in the 2024-2028 as CIP 4PR01.

Financial Impact:

$42,227.00 from the Capital Fund as CIP 4PR01.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. CAC Sign

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

Atlantic Sign Company
2328 Florence Avenue
Cincinnati, OH 45206
(513) 241-6775
Fax (513) 241-5060

Proposal

Bill To: City of Fairfield

Date: 11/1/2024

Project: Fairfield Community Arts Center - Fairfield, OH - EMC Monument Sign

Salesman	Project Manager	Order No.	Artwork Ref.	Payment Terms
William Yusko	Jordan Wess	108101	10/31/24 - R5	50% Down

QTY	Description	Unit Price	Amount
	PAGE 1 OF 2		
	Fabricate and install sign package per artwork to include the following:		
1	Fabricated Monument Sign w/ Push Thru Graphics - EMC Shell - D/S - Illuminated		
1	Re-using Existing Base & Pole		
1	8mm		
1	Cost Includes Installation/Removal		$41,527.00
	*COST SUBJECT TO CHANGE BASED ON FINAL SURVEY/POLE SIZE *COST SUBJECT TO CHANGE BASED ON FREIGHT COSTS		
	Allowances added to final invoice Engineering: $700.00		$700.00 EST
	Permits, Permit procurement and tax to be added on final invoice as applicable		

Sub Total	$42,227.00
Tax	+ Tax , permit, procument
Total	Total

Any applicable permit costs and related engineer drawings are not included in cost.
All sales subject to sales tax.

Furthermore, this Proposal / Contract is subject to the following terms and conditions:
Terms and Conditions:

1. Atlantic Sign Company requires a 50% down payment upon contractual agreement with the balance due upon receipt of the invoice. A 1-1/2% (monthly) service charge is applied to all unpaid balances in excess of the terms.

Note: "Buyer" will be defined as the contractual party represented by the authorized signature indicated below.

2. Primary electrical service to the sign location, if required, will be specified by Atlantic Sign Company to be 120v service. The required number of circuits and exact location will be specified upon job initiation. The buyer will be responsible to bring the electrical service to the sign location. Electrical connections to the sign will be made by Atlantic Sign Company at the time of sign(s) installation. If Atlantic Sign Company is required to make these connections at a later time due to primary electric service issues, the additional cost will be invoiced as a separate line item on the final billing and will be paid by the Buyer. Atlantic Sign Company is not responsible for any branch circuitry or required keyless disconnect(s).

3. Atlantic Sign Company will not be held liable for any additional costs incurred due to, but not limited to, underground obstacles, unknown soil conditions, concealed structural components or other conditions, which were beyond the control of Atlantic Sign Company and not specified in writing by the Buyer prior to contractual agreement. Such additional costs, if incurred, will be invoiced as a separate line item on the final billing and will be paid by the Buyer.

4. Buyer will be responsible for obtaining any and all permits (zoning, building, electrical) required by local codes unless Atlantic Sign Company is specifically requested by Buyer below to procure them. If Buyer elects to have Atlantic Sign Company obtain them any and all permits, additional costs (permit at cost plus staff time to procure) will be invoiced as separate line items on the final billing and will be paid by the Buyer.

5. Buyer will be responsible for obtaining approval and consent from all Landlords, Lessors or other third parties that might be affected by work performed by Atlantic Sign Company. Buyer will notify Landlord of the electrical specifications. Buyer will indemnify and hold harmless Atlantic Sign Company for and from all liability and costs incurred as a consequence of Buyer's failure to obtain approval and consent from said Parties.

6. This proposal may be withdrawn by Atlantic Sign Company if not accepted within 30 days of proposal date.

7. Completion and installation photos may be used in advertising and media.

Upon your review and agreement with the proposed work, price and terms and conditions, please sign your acceptance below and return to Atlantic Sign Company. Thank you for the opportunity to present this Proposal / Contract. We look forward to working with you on this project and any other future endeavors.

Respectfully Submitted,
William Yusko
Atlantic Sign Company

Approved by _____

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

Atlantic Sign Company
2328 Florence Avenue
Cincinnati, OH 45206
(513) 241-6775
Fax (513) 241-5060

Proposal

Bill To: City of Fairfield

Date: 11/1/2024

Project: Fairfield Community Arts Center - Fairfield, OH - EMC Monument Sign

Salesman	Project Manager	Order No.	Artwork Ref.	Payment Terms
William Yusko	Jordan Wess	108101	10/31/24 - R5	50% Down

QTY	Description	Unit Price	Amount
Qty	PAGE 2 OF 2 Primary Electric By Others *Customer responsibility to have primary electric ran directly to illuminated sign, ASC is able to quote upon request. ** If you do not own the property it is your responsibility to obtain Landlord approval prior to production. Landlord survey and install restrictions to be provided by client and or tenant. If you need help please ask your PM and they can assist. *** All jobs are subject to change after Engineering is pulled as specs may change or increase in raw materials.		

Sub Total	
Tax	Tax
Total	Total

Any applicable permit costs and related engineer drawings are not included in cost.
All sales subject to sales tax.

Furthermore, this Proposal / Contract is subject to the following terms and conditions:
Terms and Conditions:

1. Atlantic Sign Company requires a 50% down payment upon contractual agreement with the balance due upon receipt of the Invoice. A 1-1/2% (monthly) service charge is applied to all unpaid balances in excess of the terms.

Note: "Buyer" will be defined as the contractual party represented by the authorized signature indicated below.

2. Primary electrical service to the sign location, if required, will be specified by Atlantic Sign Company to be 120v service. The required number of circuits and exact location will be specified upon job initiation. The buyer will be responsible to bring the electrical service to the sign location. Electrical connections to the sign will be made by Atlantic Sign Company at the time of sign(s) installation. If Atlantic Sign Company is required to make these connections at a later time due to primary electric service issues, the additional cost will be invoiced as a separate line item on the final billing and will be paid by the Buyer. Atlantic Sign Company is not responsible for any branch circuitry or required keyless disconnect(s).

3. Atlantic Sign Company will not be held liable for any additional costs incurred due to, but not limited to, underground obstacles, unknown soil conditions, concealed structural components or other conditions, which were beyond the control of Atlantic Sign Company and not specified in writing by the Buyer prior to contractual agreement. Such additional costs, if incurred, will be invoiced as a separate line item on the final billing and will be paid by the Buyer.

4. Buyer will be responsible for obtaining any and all permits (zoning, building, electrical) required by local codes unless Atlantic Sign Company is specifically requested by Buyer below to procure them. If Buyer elects to have Atlantic Sign Company obtain them any and all permits, additional costs (permit at cost plus staff time to procure) will be invoiced as separate line items on the final billing and will be paid by the Buyer.

5. Buyer will be responsible for obtaining approval and consent from all Landlords, Lessors or other third parties that might be affected by work performed by Atlantic Sign Company. Buyer will notify Landlord of the electrical specifications. Buyer will indemnify and hold harmless Atlantic Sign Company for and from all liability and costs incurred as a consequence of Buyer's failure to obtain approval and consent from said Parties.

6. This proposal may be withdrawn by Atlantic Sign Company if not accepted within 30 days of proposal date.

7. Completion and installation photos may be used in advertising and media.

Upon your review and agreement with the proposed work, price and terms and conditions, please sign your acceptance below and return to Atlantic Sign Company. Thank you for the opportunity to present this Proposal / Contract. We look forward to working with you on this project and any other future endeavors.

Respectfully Submitted,
William Yusko
Atlantic Sign Company

Approved by _____

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Amanda Brock,
Submitting Department: Parks

Subject:
Tree Maintenance at South and North Trace

Legislation Title:
Non-Contractual Appropriation for tree maintenance at South and North Trace

Recommendation:
It is recommended that City Council authorize an appropriation of $20,000 from the Capital Fund for the removal of dead trees at South and North Trace.

Background/Synopsis:

This project involves removing dead trees on the South and North Trace Golf Courses. It will also include other tree maintenance as needed.

The funding for this project is programmed in the 2024-2028 as CIP 4RC01.

Financial Impact:

$20,000 from the Capital Fund as CIP 4RC01.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - November 11, 2024

Submitted by: Amanda Brock,
Submitting Department: Parks

Subject:
Replacement of PA System at Village Green

Legislation Title:
Non-Contractual Appropriation for PA System at Village Green

Recommendation:
It is recommended that City Council authorize an appropriation of $24,997.00 from the Capital Fund for the purchase of a new PA system at Village Green park as detailed in the attached quote.

Background/Synopsis:

The project is to replace the outdated 15-year-old system with a newer, modern system. This PA is also portable and will be available to be used at other parks as needed for pop-up events.

The funding for this project is programmed in the CIP 2024-2028 as CIP 4PR01.

Financial Impact:

$24,997.00 from the Capital Fund as CIP 4PR01.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. PA System

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

Cincy Entertainment Sales
5816 Ferdinand Dr
West Chester, OH 45069
+15133792396
braden@cincyent.com
www.CincyEnt.com

Estimate

ADDRESS
City of Fairfield

SHIP TO
City of Fairfield

ESTIMATE # 1081
DATE 10/31/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SRX906LA	JBL SRX906LA Dual 6.5" Powered Line Array Loudspeaker	8	2,229.00	17,832.00
	SRX918S	JBL SRX918S 18" Powered Subwoofer	2	2,329.00	4,658.00
	SRX906LA Base Plate	JBL SRX906LA Base Plate	2	555.00	1,110.00
	SRX906LA-AF	JBL SRX906LA-AF Array Frame for SRX906LA	2	825.00	1,650.00
	SRX918S CVR	JBL SRX918S Cover	2	140.00	280.00
	ACK1	JBL SRX918S Caster Kit	0	71.00	0.00
	SRX906LA CASE	JBL SRX906LA Flight Case	0	990.00	0.00
	JBLPOLE-GA	JBL speaker pole featuring gas assist adjustment from 36" to 53"	0	155.00	0.00
	CBI Custom	Custom Cable Package XLR+Ethercons: (8) CST-P-1X1E-1.5 (4) CST-P-1X1E-3 (4) CST-P-1X1E-10 TRU1 Cables: (8) NS-P-TRU12-1.5 (4) TRU12-3 (4) TRU12-10 TRU1-> Edison Whip: 1 Male Edison to Female TRU1 (4) P-MED-FT1-SJ12-3	1	1,855.00	1,855.00

Assumes city is Tax Exempt

SUBTOTAL	27,385.00
DISCOUNT 10%	-2,738.50
TAX	0.00
SHIPPING	350.00
TOTAL	**$24,996.50**

Attachment: NonContractualAppropriations.111124 (4123 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	**Unappropriated Capital Improvement Fund**	**$108,324**
To:	40216023-233900 Other Professional Services *(4RC01 Tree Removal Services at Golf Courses)*	$20,000
To:	40216025-253200 Capital Equipment *(4PR01 Replace PA System at Village Green)*	$24,997
To:	40216025-252000 Improvements other than Building *(4PR01 Community Arts Center Monument Sign Replacement [$42,227]) (4PR09 Harbin Park Shelter Furnishings [$21,100])*	$63,327
From:	**Unappropriated Water Surplus Fund**	**$15,000**
To:	60516024-241200 Non Capital Equipment *(4WT17 Automated Meter Reading System Supplies)*	$15,000

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 _____

Attachment: NONCONTRACTUAL 11-11-ORD (4123 : Non-Contractual Appropriations)

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\2024\NONCONTRACTUAL 11-11-ORD

Attachment: NONCONTRACTUAL 11-11-ORD (4123 : Non-Contractual Appropriations)