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, OCTOBER 28, 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

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

Councilmember Adam Kraft

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

None.

8. CITIZEN COMMENTS

9. COUNCIL REPORTS

10. PUBLIC HEARING(S)

None.

11. APPROVAL OF MINUTES

a. Regular Meeting held October 15, 2024

12. OLD BUSINESS

None.

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 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 - First Reading
   - Set Joint Public Hearing Date - November 11, 2024

2. 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.

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

3. 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.

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

4. 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 - First Reading
   - Motion - Suspend Second and Third Readings

- Motion - Adoption

B. PUBLIC SAFETY

City Manager Scott Timmer - Report

Councilmember Dale Paullus

1. 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.

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

C. PUBLIC UTILITIES

City Manager Scott Timmer - Report

Councilmember Debbie Pennington

1. 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.

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

D. FINANCE & BUDGET

City Manager Scott Timmer - Report

Councilmember Gwen Brill

1. 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.

   - 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” - Supplemental Appropriations.

   - 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."
   Contractual Appropriations: $540,100 for concrete curb and sidewalk program (Public Works - existing contract); $350,000 for powered medical cots and stair chairs (Fire).

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

4. 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: $3,600 for Polymer Feed Pump (Public Utilities - Wastewater Division); $17,500 for Street Light Installation Program (Public Works); $12,000 for Overhead Door Structural Repairs (Public Utilities - Water Division); $8,950 for Elisha Morgan Mansion roof (Parks & Recreation); $14,200 for pool heater replacement (Parks & Recreation); $74,994 for installation of energy-efficient windows at Municipal Building; $75,000 for Public Art Fund grant.

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

14. 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

15. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

16. ADJOURNMENT

City of Fairfield
Minutes
Regular Meeting of City Council
October 15, 2024

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Council-Manager Briefing

Marsh Park

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

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

Staff and consultants from Designing Local presented the proposed Marsh Park plan. 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 Leslie Besl 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	Excused	
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	Absent	

Councilmember Kraft, seconded by Councilmember Pennington, moved to excuse Councilmember Davidson. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Besl, seconded by Councilmember Meyers, moved for executive session to discuss the status of negotiations with public employees. Roll call vote. Motion carried 6-0.

Special Presentations

None.

Citizen Comments

None.

Council Reports

Councilmember Meyers - asked if anyone was permitted to enter into the Parade of Lights. Parks and Recreation Director Brock stated that anyone can enter, just contact April Osborne.

Councilmember Kraft - Public Works is getting equipment ready for leaf pickup and winter weather, attending training and competitions. Discard Day is Saturday, October 19 at the Aquatic Center.

Councilmember Pennington - Gray Road water improvement project is off to a good start

Councilmember Besl - thanks to Public Works Department assistance, golf course paths are getting new pavement. Trick-or-Treat on the Green is Thursday, October 24 from 6-8 PM.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of September 23, 2024 were approved as written and submitted.

OLD BUSINESS

Development Services

Councilmember Matt Davidson

Ordinance to amend Sections 1170.03 and 1190.08 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio to adopt a Planning and Zoning Fee Schedule for various types of applications that undergo administrative, Planning Commission, Board of Zoning Appeals and City Council review and to repeal Ordinance Number 54-80.

Recommendation:
It is recommended that City Council hold three readings on this ordinance and make it effective on January 1, 2025.

Councilmember Pennington presented the third reading of this ordinance.

ORDINANCE NO. 123-24. APPROVED 6-0.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

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

NEW BUSINESS

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 6-0.

Community & Public Relations

Councilmember Tim Meyers

Simple Motion: Motion to approve the December 2024 meeting schedule as follows: Monday, December 9, 2024: 6:00 PM - Regular Meeting; Monday, December 23, 2024: No Meeting.

Recommendation:
It is recommended that Council, via simple motion, approve the following meeting schedule for December 2024:

Monday, December 9, 2024
6:00 PM - Regular Meeting

Monday, December 23, 2024
No Meeting

SIMPLE MOTION NO. 16-24 APPROVED 6-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

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.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

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

Ordinance to authorize the City Manger to execute an agreement for indigent legal representation for 2025 in the Fairfield Municipal Court with the Butler County Public Defender Commission/Butler County Board of Commissioners and declaring an emergency.

Recommendation:
It is recommended that Council adopt an ordinance to authorize the City Manager to execute the agreement for indigent legal representation for 2025 in the Fairfield Municipal Court with the Butler County Public Defender Commission/Butler County Board of Commissioners. Rules suspension and the emergency clause are requested so that the agreement can be in place and reimbursement by the State of Ohio can be obtained in accordance with state agencies.

ORDINANCE NO. 124-24. APPROVED 6-0.

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

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, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to enter into a contract with Rossman Enterprises Inc. dba MagneGrip for the purchase and installation of vehicle exhaust systems for the City's firehouses 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 $235,000.00 for this purchase. The Assistance to Firefighters Grant will reimburse the City 90% of the cost of the equipment and installation.

ORDINANCE NO. 125-24. APPROVED 6-0.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

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:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to enter into a collective bargaining agreement with the International Union of Operating Engineers Local #20, AFL-CIO for wages, hours, and terms and conditions of employment for the period of March 1, 2023 through February 28, 2026, inclusive, and declaring an emergency.

ORDINANCE NO. 126-24. APPROVED 6-0.

Councilmember Meyers thanked staff and bargaining union partners for their hard work in coming to an agreement to move forward. Vice Mayor Brill concurred with his statements.

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

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:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to execute a contract for professional services with Secure Cyber Defense, LLC and declaring an emergency

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Recommendation:
It is recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Secure Cyber for professional services.

ORDINANCE NO. 127-24. APPROVED 6-0.

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

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:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

Ordinance providing for the issuance of $59,179.88 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

Recommendation:
It is necessary for Council to authorize the issuance of Sidewalk Special Assessment bonds for 2024 in the amount of $59,179.88.
It is recommended that City Council authorize and direct preparation of legislation to authorize the
issuance of bonds for the repair of sidewalks against lots that benefited from the improvements. The legislation will require the emergency clause as unpaid assessments were certified to the County Auditor.

ORDINANCE NO. 128-24. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

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

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. 129-24. APPROVED 6-0.

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

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, Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Davidson

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. 130-24. APPROVED 6-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

A. Monday, October 28 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

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

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

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:19 PM.

16. ADJOURNMENT

The Regular Meeting adjourned at 7:36 PM.

ATTEST:

_____

Clerk of Council

_____

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

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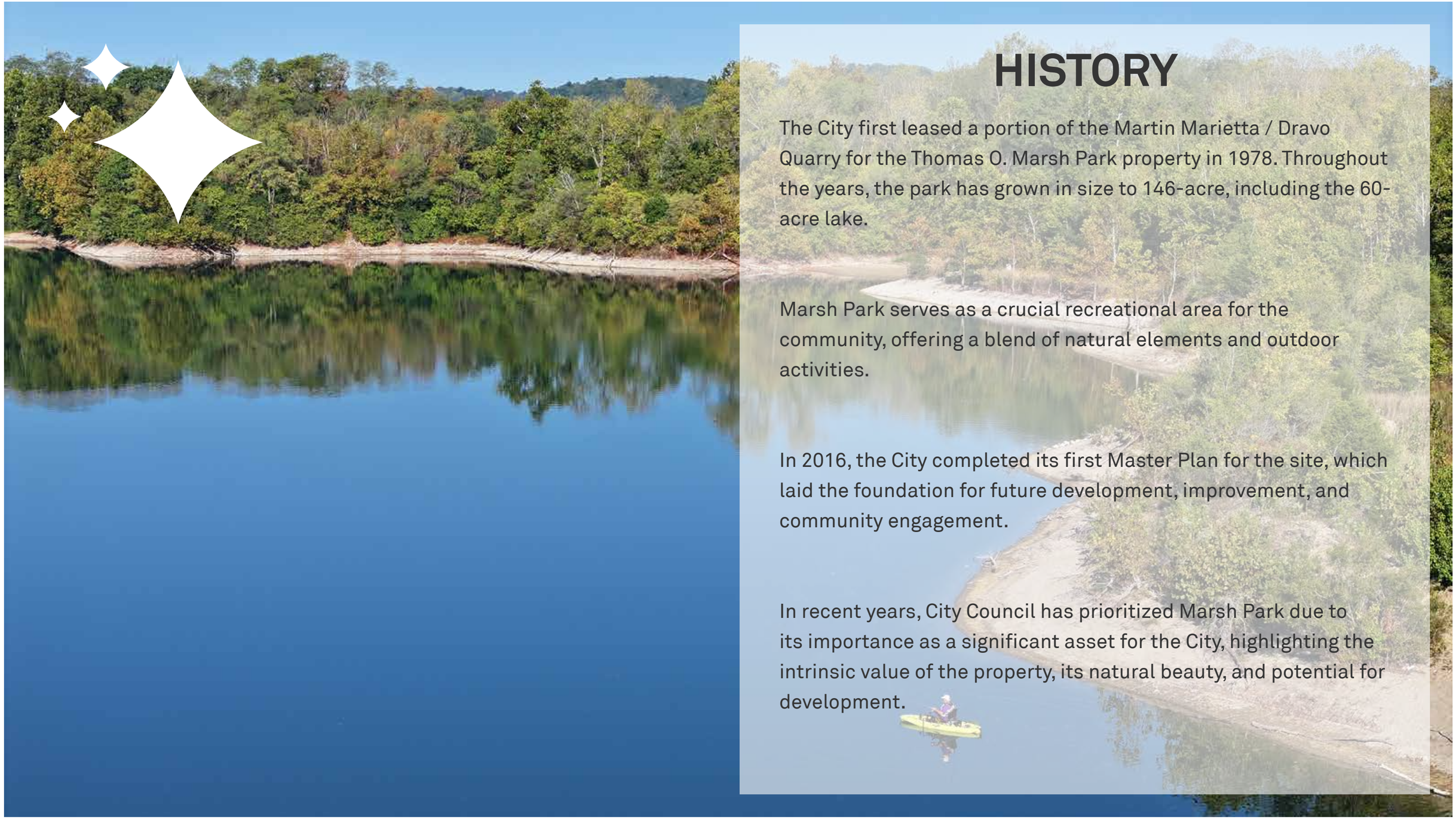


HISTORY

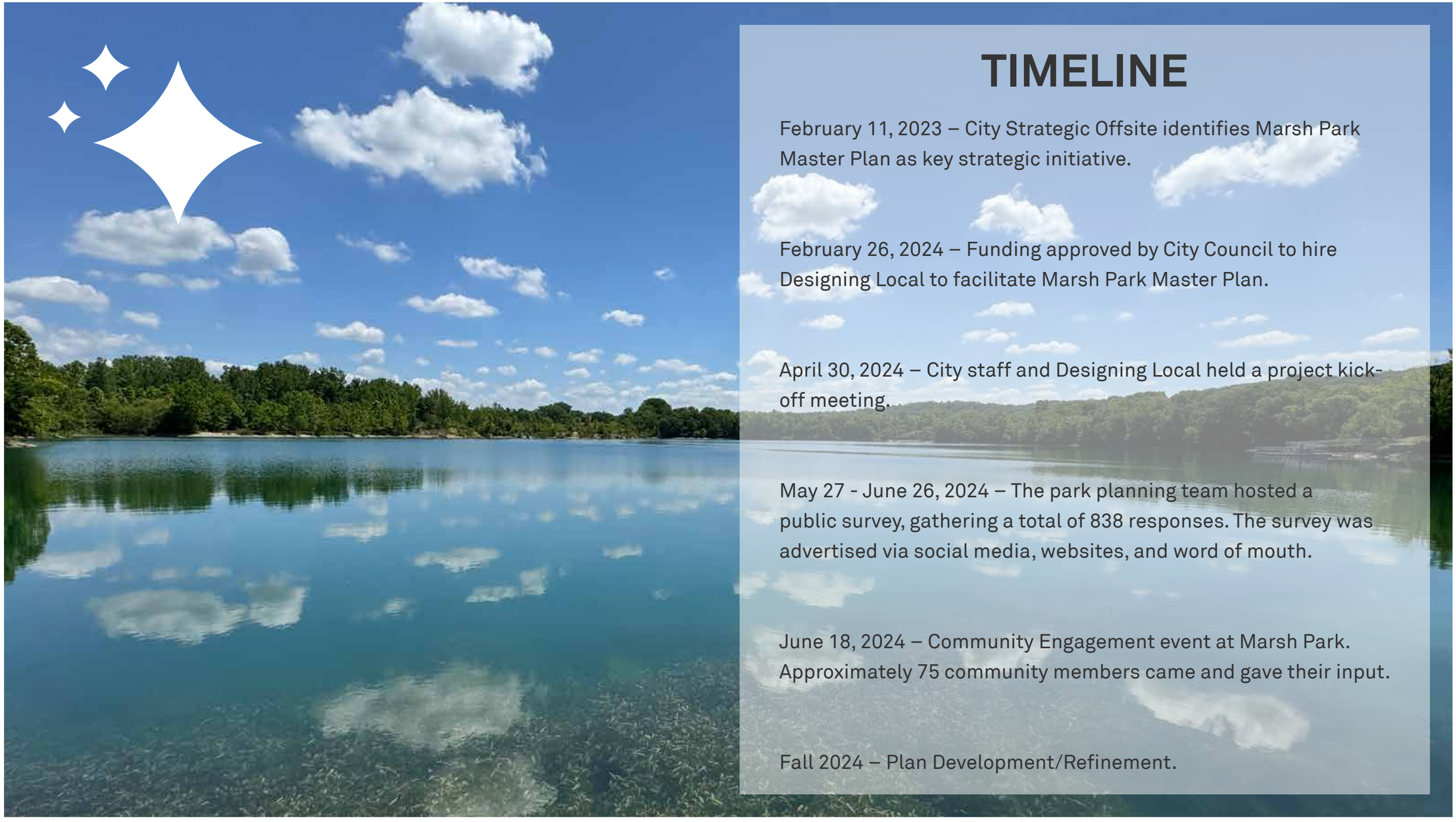
The City first leased a portion of the Martin Marietta / Dravo Quarry for the Thomas O. Marsh Park property in 1978. Throughout the years, the park has grown in size to 146-acre, including the 60-acre lake.

Marsh Park serves as a crucial recreational area for the community, offering a blend of natural elements and outdoor activities.

In 2016, the City completed its first Master Plan for the site, which laid the foundation for future development, improvement, and community engagement.

In recent years, City Council has prioritized Marsh Park due to its importance as a significant asset for the City, highlighting the intrinsic value of the property, its natural beauty, and potential for development.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)



TIMELINE

February 11, 2023 – City Strategic Offsite identifies Marsh Park Master Plan as key strategic initiative.

February 26, 2024 – Funding approved by City Council to hire Designing Local to facilitate Marsh Park Master Plan.

April 30, 2024 – City staff and Designing Local held a project kick-off meeting.

May 27 - June 26, 2024 – The park planning team hosted a public survey, gathering a total of 838 responses. The survey was advertised via social media, websites, and word of mouth.

June 18, 2024 – Community Engagement event at Marsh Park. Approximately 75 community members came and gave their input.

Fall 2024 – Plan Development/Refinement.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Planning Goals

1. Enhance the **environment** as a natural destination.

2. Promote **connection** between users and the park.

3. Support **community** through events and programming.

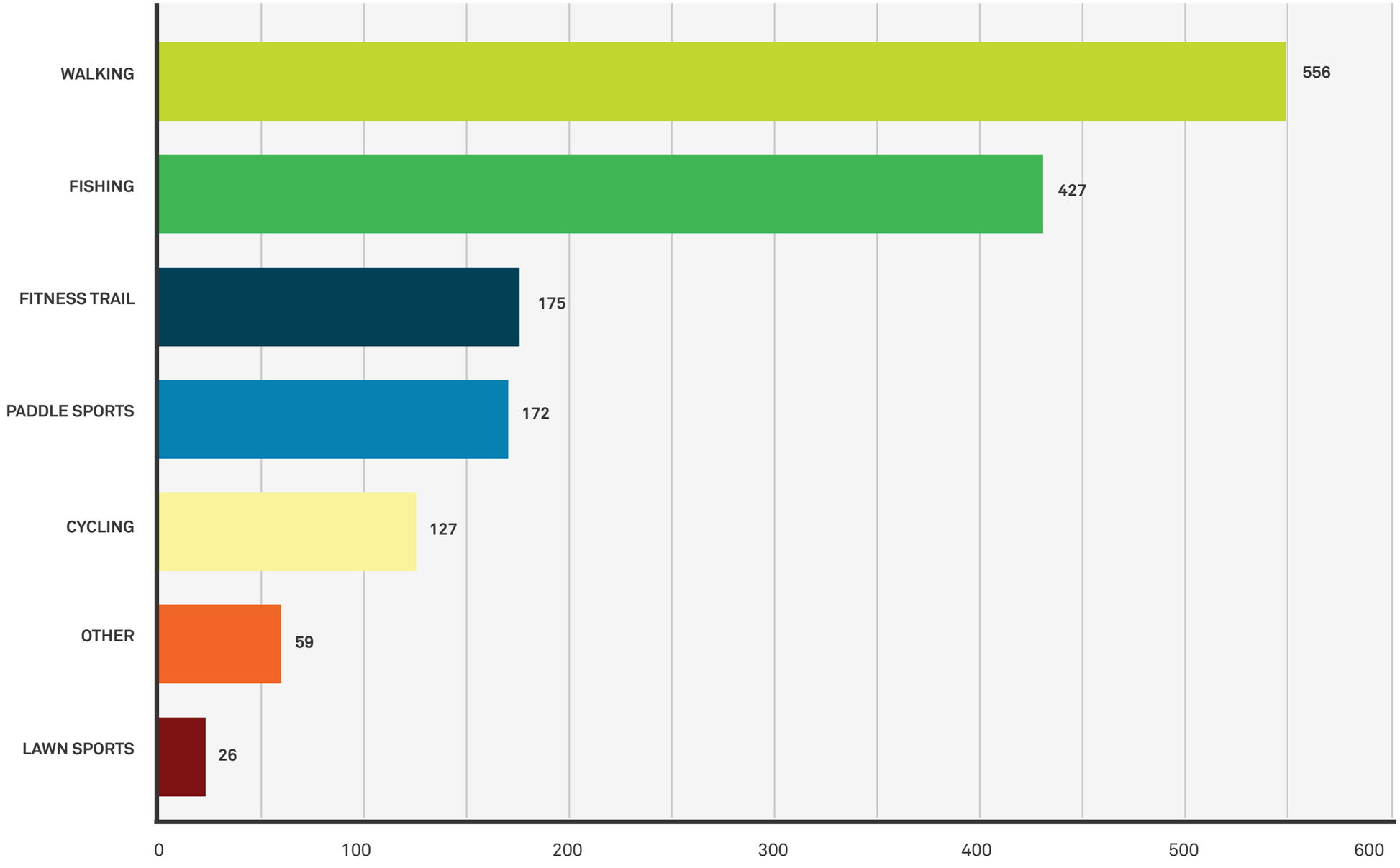
4. Encourage **recreation** with thoughtful improvements.

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Where do you live? (Online Survey)

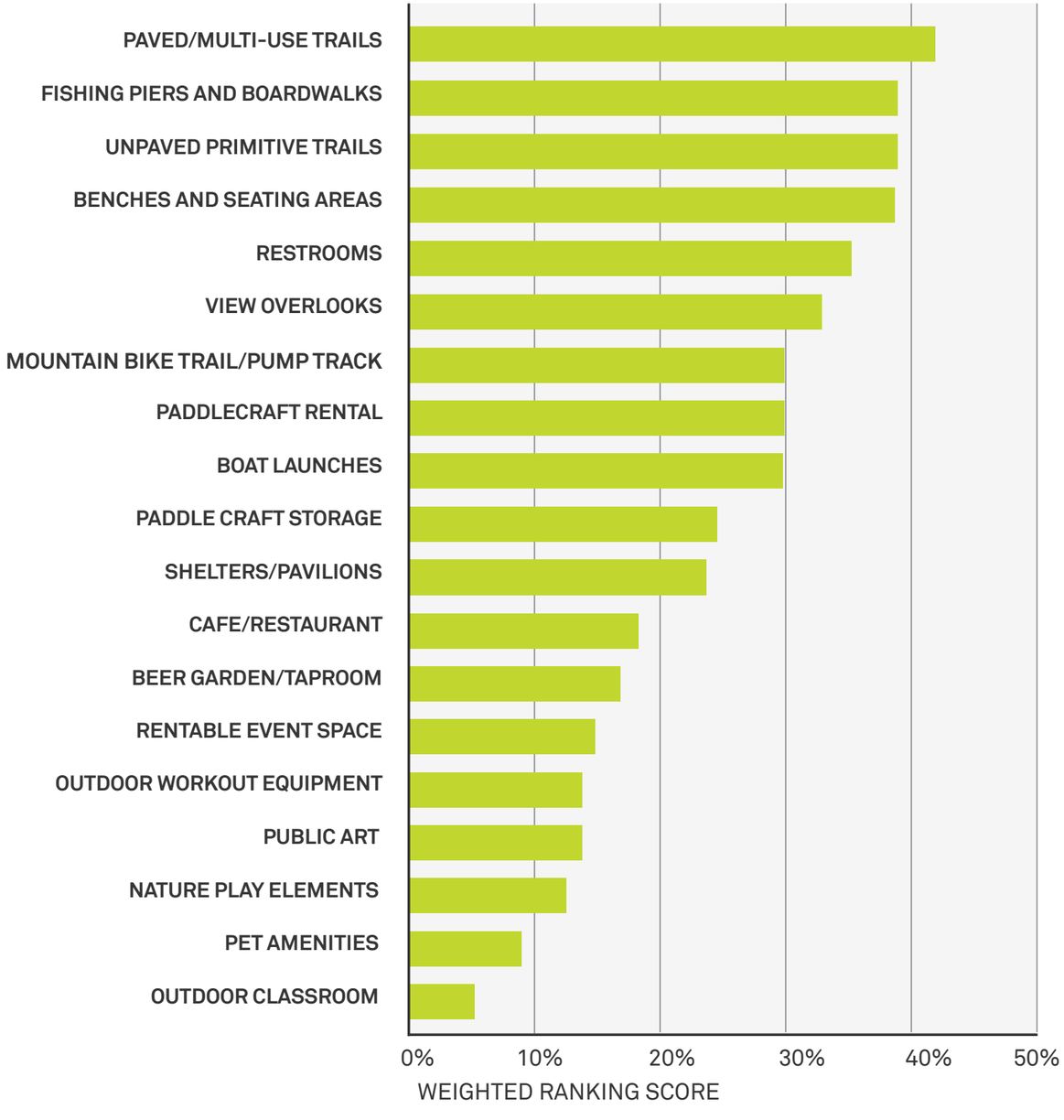
Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

What activities have you done in Marsh Park? (Online Survey)

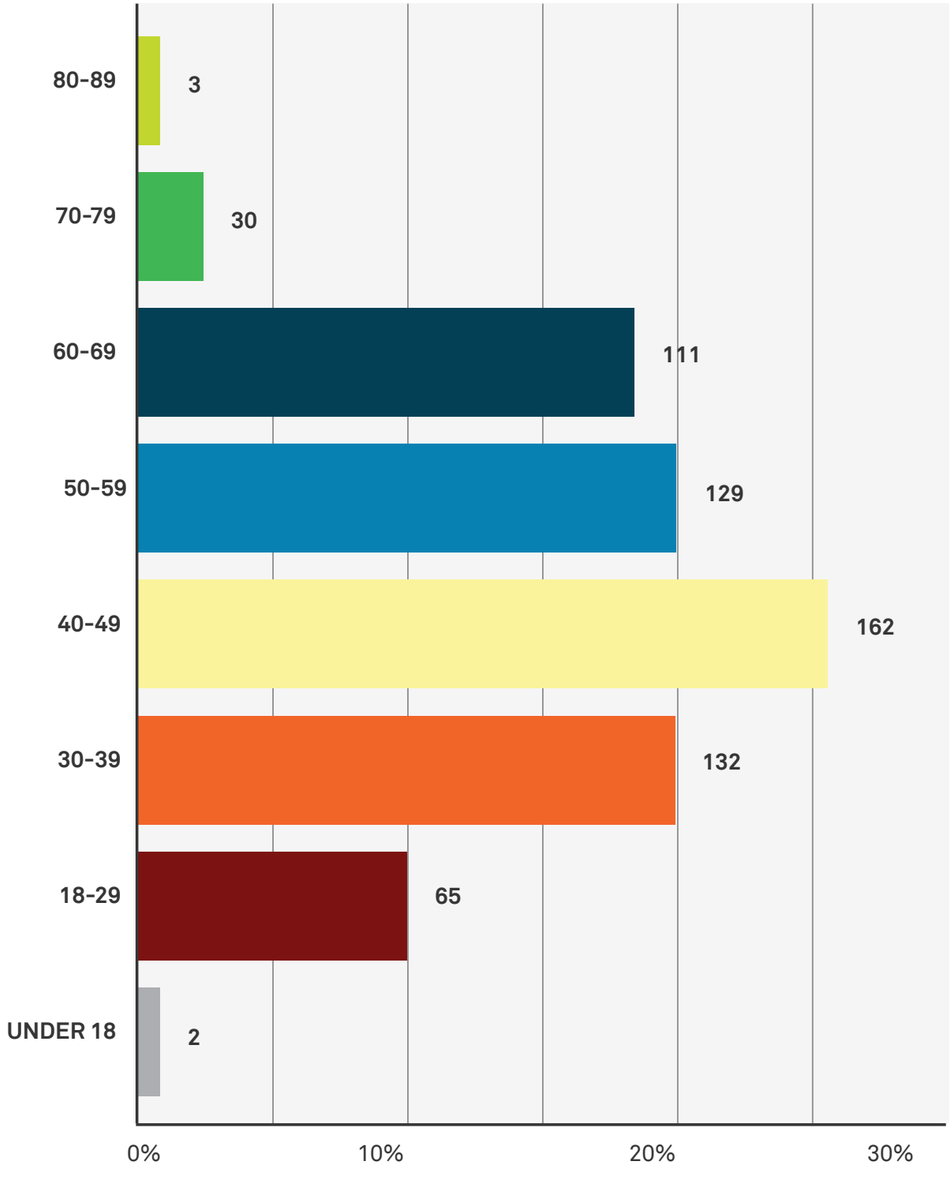


Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

What amenities would you most like to see in Marsh Park?



What is your age? (Online Survey)

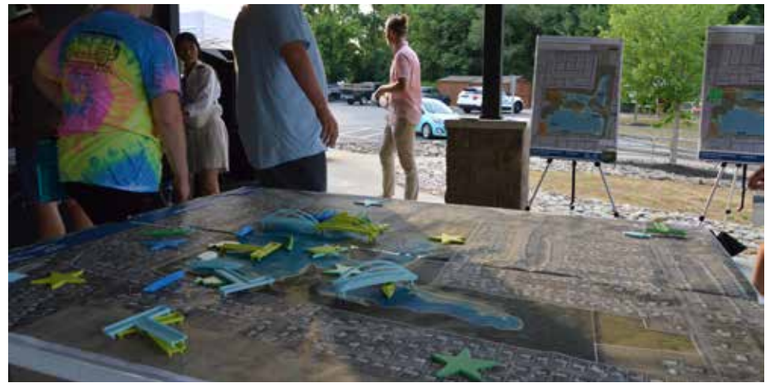


Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

MARSH PARK MASTER PLAN
OCTOBER 15, 2024

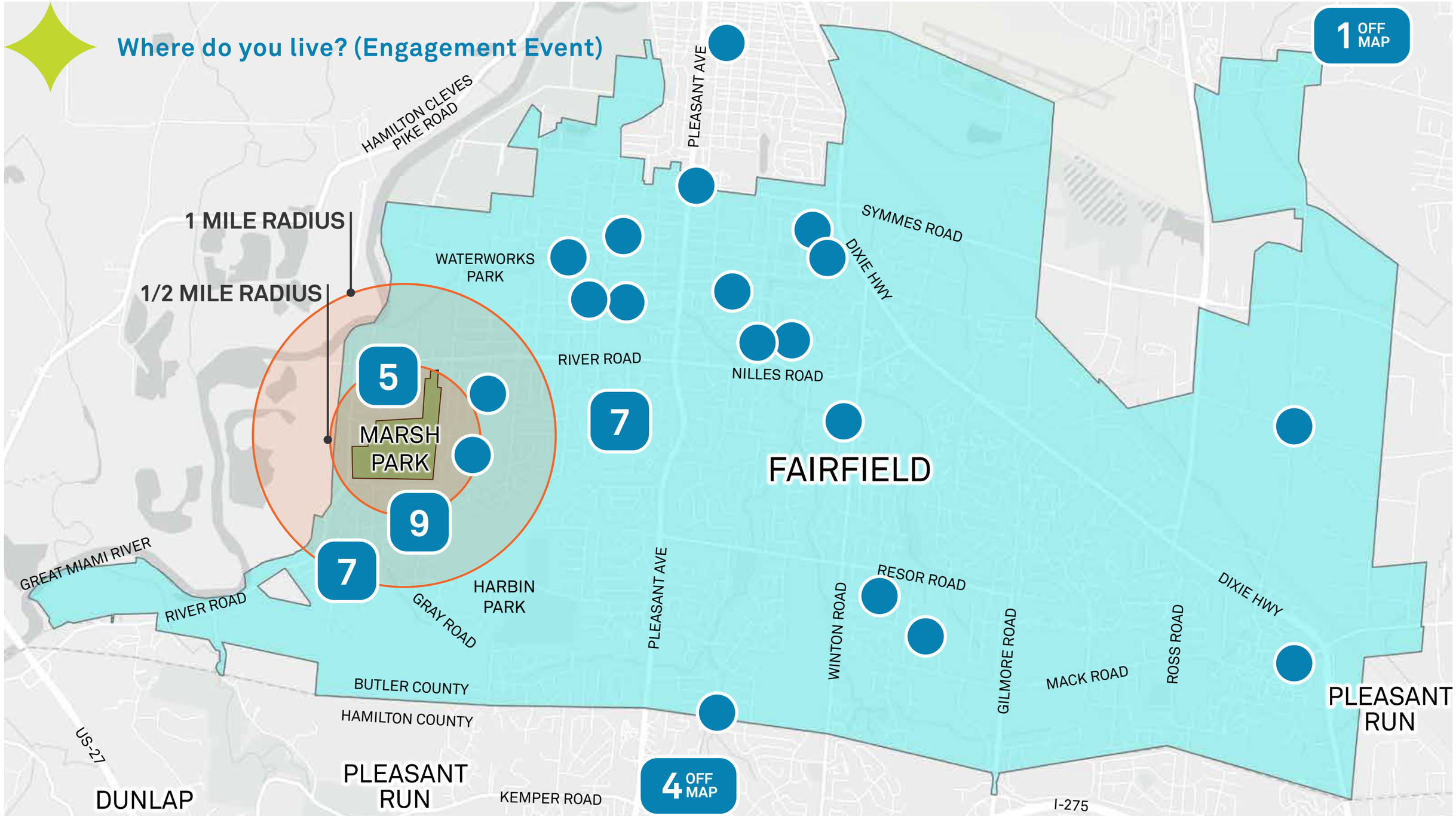
FAIRFIELD CITY OF OPPORTUNITY | DESIGNING LOCAL | TOOLE DESIGN BURGESS & NIPLE

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)



Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Where do you live? (Engagement Event)



Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Existing Conditions

- Great Miami River Trail (existing)
- Great Miami River Trail (2027)
- Existing tree cover
- 100-Year floodplain (1% annual chance)
- 500-Year floodplain (0.2% annual chance)

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Overall Site Amenities

- 1a Parking (120 spaces)
- 1b Parking (120 spaces, 12 trailer spaces)
- 1c Parking (80 spaces)
- 2 Nature-based play and recreation areas
- 3a Boat launch (vehicular)
- 3b Boat launch (ADA)
- 3c Boat launch (at-shore; typical of 2 locations)
- 4 Fishing boardwalk (typical of 5 locations)
- 5 Overlook area (typical of 5 locations)
- 6a Reservable shelter (see also 7a): Adjacent to
- 6b Reservable shelter: within 200’ of parking
- 6c Reservable shelter: within 600’ of parking
- 6d Reservable shelter: Adjacent to parking
- 7a Public restroom (see also 6a): 6-7 stalls total
- 7b Public restroom: 6-7 stalls total
- 7c Private restroom
- 300’/500’ distance from public restrooms

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

	ELEMENT
1	Reservable shelter
2	Parking area (79 spaces)
3	Secondary vehicular entry with sign
4	Trail entry
5	Bike racks and pump/repair station
6	Trailhead kiosk sign
7	Location sign
8	Trail wayfinding sign
9	Boardwalk with benches
10	Secondary boat launch (at-shore)
11	Great Miami River Trail
12	Shared use path (8’ width)
13	Walking trail (6’ width)

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

ELEMENT	
1	Reservable shelter
2	Overlook with seating area
3	Pedestrian bridge (+/- 320’ length)
4	Trailhead kiosk sign
5	Location sign
6	Trail wayfinding sign
7	Trail intersection/caution sign
8	Great Miami River Trail
9	Long-term Great Miami River Trail alignment
10	Shared-use path (8’ width)
11	Walking trail (6’ width)
12	Existing mature cottonwood stand

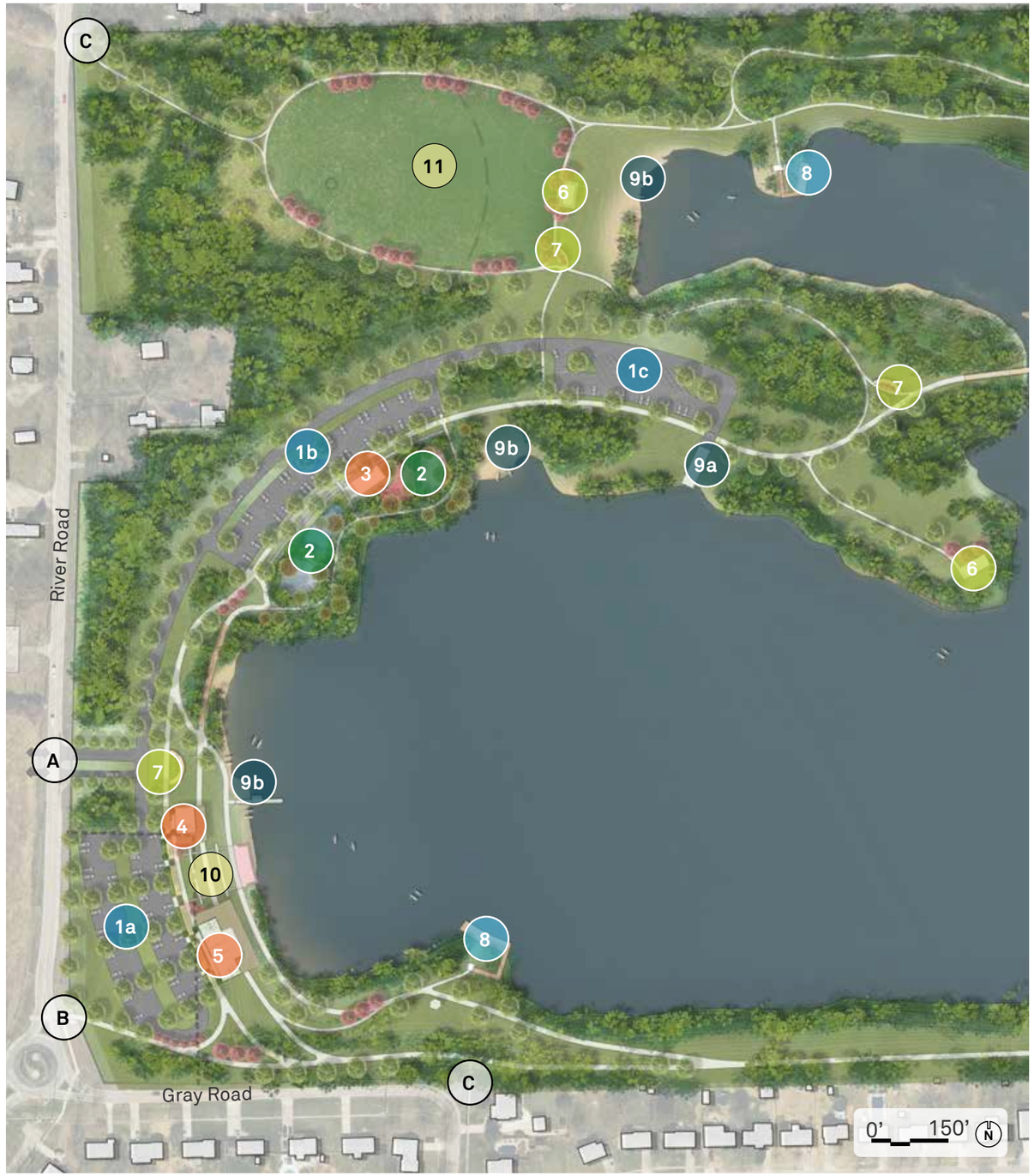
MARSH PARK MASTER PLAN
OCTOBER 15, 2024

FAIRFIELD CITY OF OPPORTUNITY · DESIGNING LOCAL · TOOLE DESIGN · BURGESS & NIPLE

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Southwest Area

- A — Vehicular entry
- B — Great Miami River Trail access point
- C — Neighborhood pedestrian access point
- 1a — Parking (120 spaces)
- 1b — Parking (90 spaces)
- 1c — Parking (30 spaces; 12 trailer spaces)
- 2 — Nature-based play and recreation areas
- 3 — Shelter with public restroom
- 4 — Baithouse with public restroom
- 5 — Restaurant space with private restroom
- 6 — Reservable Shelter structure (capacity for 15-30 people; typical of 2 locations)
- 7 — Overlook area (seating capacity for 15-30 people; typical of 2 locations)
- 8 — Fishing pier/boardwalk (capacity for 12-15 people)
- 9a — Vehicular boat launch
- 9b — Secondary boat launch (typical of three locations)
- 10 — Amphitheater area and event space
- 11 — Great lawn (4 acres)



Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

	ELEMENT
1	Reservable shelter - 600’ from restroom
2	Overlook area
3	Great lawn (+/- 4.0 acres)
4	Secondary boat launch (shore access)
5	Parking area (120 spaces; 12 trailer spaces)
6	Shared-use path (8’ width)
7	Walking trail (6’ width)
8	Gravel path
9	Trail intersection/caution sign/colored pavement
10	Trail wayfinding sign
11	Trailhead kiosk sign and bike racks
12	Focus area ‘1’ (south)
13	Fishing dock/boardwalk with benches

MARSH PARK MASTER PLAN
OCTOBER 15, 2024

FAIRFIELD CITY OF OPPORTUNITY | DESIGNING LOCAL | TOOLE DESIGN | BURGESS & NIPLE

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

	ELEMENT
1	Reservable shelter with restroom (6-7 stalls)
2	Green space, overlook, and reservable shelter
3	Boardwalk with railing
4	Primary boat launch (trailer ramp)
5	Secondary boat launch (at-shore access)
6	Trailer parking (12 spaces)
7	Parking area (120 spaces)
8	Nature-based play/recreation area ‘1’
9	Nature-based play/recreation area ‘2’
10	Location sign
11	Trailhead kiosk sign and bike racks
12	Trail wayfinding sign
13	Trail intersection/caution sign
14	Long-term Great Miami River Trail alignment
15	Shared-use path (8’ width)
16	Walking trail (6’ width)
17	Gravel trail

MARSH PARK MASTER PLAN
OCTOBER 15, 2024

FAIRFIELD CITY OF OPPORTUNITY · DESIGNING LOCAL · TOOLE DESIGN · BURGESS & NIPLE

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

	ELEMENT
1	Baithouse, restroom, & equipment rental; operations and maintenance storage (+/- 2,000 square feet)
2	Leasable flex space (+/- 6,000 square feet)
3	Overlook deck with tables and seating; additional patio seating below; (+/- 2,000 square feet)
4	Primary vehicular entrance and gateway sign
5	Vehicular directional signage
6	Parking area (120 spaces)
7	Fishing dock and promenade
8	Amphitheater seating (+/-8,000 square feet)
9	Overlook and seating area
10	Secondary boat launch (at-shore)
11	Secondary boat launch (ADA)
12	Bike racks and pump/repair station
13	Trail wayfinding sign
14	Trail intersection/caution sign
15	Great Miami River Trail
16	Long-term Great Miami River Trail alignment
17	Shared-use path (width varies)
18	Fishing dock/boardwalk with benches
19	Boardwalk with railing

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

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MARSH PARK MASTER PLAN
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MARSH PARK MASTER PLAN
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DESIGNING LOCAL
TOOLE DESIGN
BURGESS & NIPLE

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OCTOBER 15, 2024

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General Paths and Trails (not dependent on other phases)

PROJECT	MAGNITUDE OF COST	COMPONENTS
Great Miami River Trail (2027)	Funded through federal grant	From River Road to Existing trail, including realignment.
Earthwork and grading	$75,000 - $100,000	5,000 cubic yards of earthwork.
Bridge	$1,200,000 - $1,500,000	320’ span bridge.
Shared-use paths (11’)	$800,000 - $1,000,000	5,600’ length 11’ width paved trail.
Shared-use paths (8’)	Funding secured	3,750’ length 8’ width paved trail.
Boardwalk with railing	$250,000 - $400,000	200’ length boardwalk.
Walking trails (6’)	$700,000 - $950,000	9,000’ length 6’ width paved walking trail.
Gravel path (6’)	$100,000 - $150,000	2,400’ length 6’ width gravel walking trail.
Wayfinding and signage	$250,000	Monument entry sign and directional signage.
Soft costs	$650,000	Engineering, permitting, & mobilization.

$4,025,000 - $5,000,000 **Total Cost**

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

General Projects (independent of other projects)

PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	$50,000 - $75,000	5,000 cubic yards of earthwork.
Parking and drive alignment	$650,000 - $900,000	Access drive and parking (42,000 SF).
Amphitheater (capacity 500-600 people)	$250,000 - $400,000	Seat walls, retaining walls, lighting and site amenities.
Overlooks (five locations)	$1,000,000 - $1,500,000	Overlooks with stone walls and seating.
Monoslope shelter and associated construction (three locations)	$750,000 - $1,200,000	24’ x 42’ shelter (15-20 people).
Fishing pier/boardwalk (Five locations)	$600,000 - $800,000	8’ width minimum; railings with variable height; capacity 10-15 people each.
Trail adjustment/alignment	$100,000 - $150,000	Connection to existing trails, paths.
Wayfinding and signage	$500,000	Entry monument sign and trail signage.

$3,900,000 - $5,525,000 **Total Cost**

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Event Space, Leasable Flex Space, and Parking

PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	$200,000 - $300,000	20,000 cubic yards of earthwork.
Parking and drive alignment	$750,000 - $1,000,000	Access drive and parking (50,000 SF).
Utilities for Leasable flex space	$400,000 - $500,000	Water and sanitary hookups, service lines.
Leasable flex space	$3,000,000 - $6,000,000	Restaurant, decks, patios, and site furnishings.
Baithouse/restroom building	$1,000,000 - $1,500,000	2,000 SF building with restroom (6-7 stalls) and basement storage.
Wayfinding and signage	$250,000	Directional and trail signage.
Soft costs	$700,000	Engineering, permitting, & mobilization.
	$6,300,000 - 10,250,000	**Total Cost**

Container restaurant (Leasable Flex Space Alternative)	*$750,000 - $1,000,000*	*Container restaurant/ furnishings; allows for future expansion*
Pad with utilities for vendor (Leasable Flex Space Alternative)	*$150,000 - $250,000*	*6,000 SF pad; allows for future expansion.*

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Recreation Area Access and Parking

PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and bank stabilization	$400,000 - $500,000	40,000 cubic yards of earthwork (average 3' depth).
Parking & drive alignment(` note, below)	$1,000,000 - $1,250,000	Access drive and parking (70,000 SF).
Nature-based play/ recreation areas	$1,000,000 - $1,250,000	Two separate play/ recreation areas (8,000 sf each).
Shelter/restroom building	$500,000 - $750,000	Restroom (6-7 stalls); shelter seats 15-20 people.
Trail adjustment/alignment	$100,000 - $150,000	Connection to existing trails, paths.
Wayfinding and signage	$500,000	Monument entry sign and directional signage.
Soft costs	$700,000	Engineering, permitting, & mobilization.

$4,200,000 - 5,100,000 Total Cost

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Boat Launch Access and Parking

PROJECT	MAGNITUDE OF COST	COMPONENTS
Earthwork and grading	$100,000 - $150,000	10,000 cubic yards of earthwork.
Parking & drive alignment	$600,000 - $750,000	Access drive and parking (40,000 SF).
Great lawn	$50,000 - $75,000	+/-4.0 acres.
Vehicular boat launch	$150,000 - $250,000	Boat launch includes coffer dam, concrete installation.
Trail adjustment/alignment	$100,000 - $150,000	Connection to existing trails, paths.
Soft costs	$450,000	Engineering, permitting, & mobilization.

$1,450,000 - $1,825,000 **Total Cost**

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

Minutes Acceptance: Minutes of Oct 15, 2024 7:00 PM (Approval of Minutes)

City Council Ordinance
Regular Meeting - October 28, 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

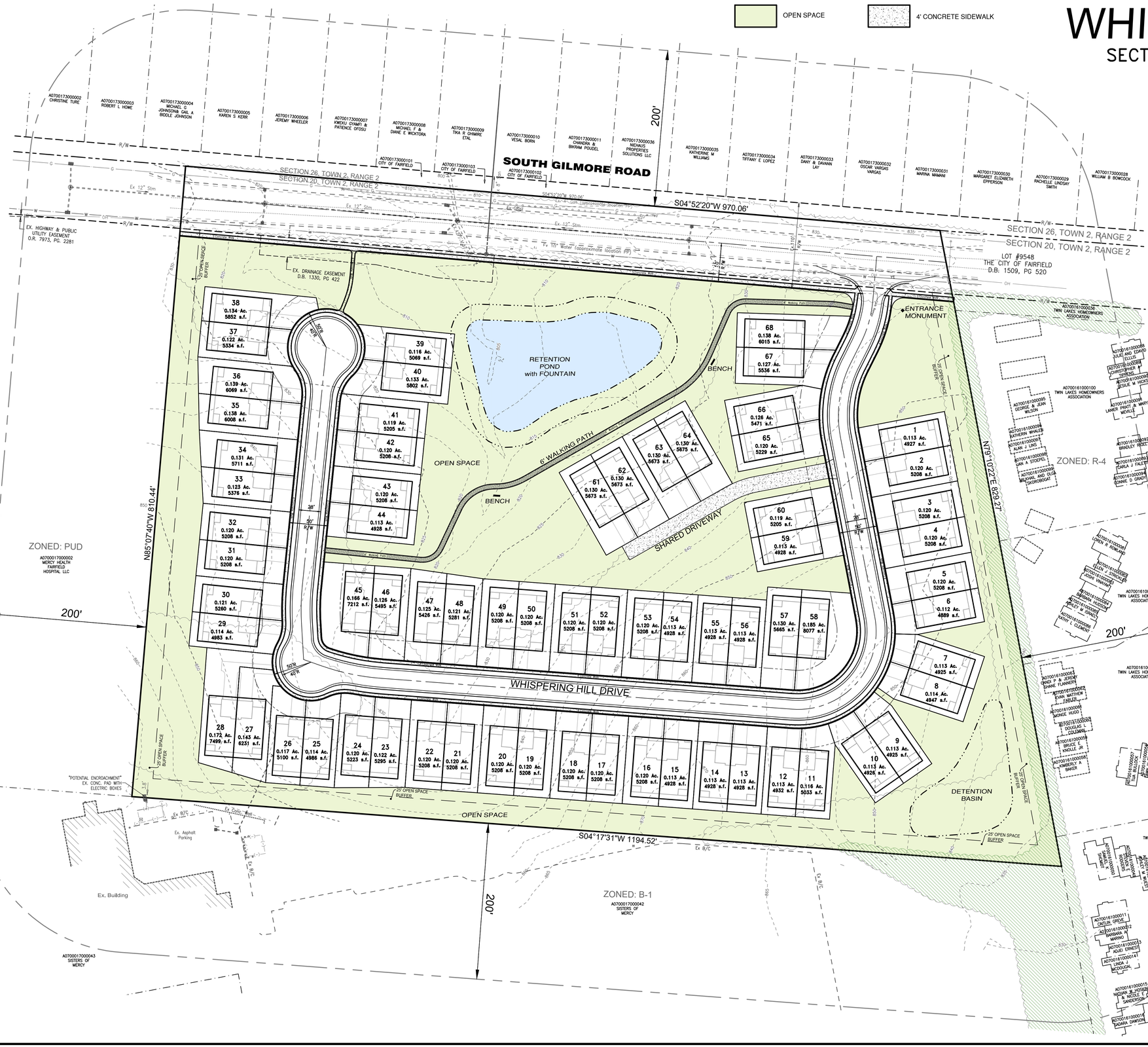
Emergency Provision Needed:
No

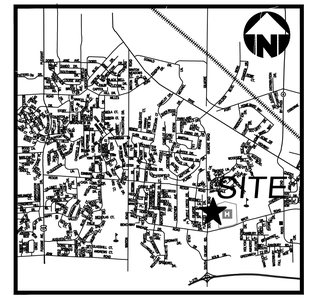
Attachments:
1. Whispering Hill_council letter aerial_10.28.24
2. Whispering Hill Concept Plan 10.11.24
3. WHISPERING HILL PUD-ORD
4. EXHIBIT A WHISPERING HILL-ORD

13.A.1.a
WHITNEY LN
GILMORE DR
FLAG DR
S GILMORE RD
TWIN LAKES DR
MACK RD
Attachment:
Packet Pg. 55

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

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





VICINITY MAP
NOT TO SCALE

PROJECT DATA

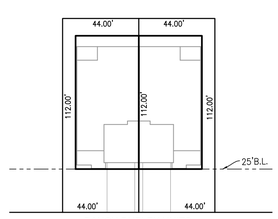
	RANCH DUPLEX
LOT FRONTAGE (at Front Building Line)	44'
SQUARE FOOTAGE (MIN)	4800 s.f.
FRONT SETBACK (MIN)	25'
SIDE SETBACK (MIN)	0'*, 7.5'
SIDE SETBACK (TOTAL)	15'
REAR SETBACK	10'
# OF BUILDINGS	34 (68 Lots)

* 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)
0 60 90
SCALE: 1" = 60'

Item	Revision Description	Date	Drawn	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
6925 Hillside 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

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Attachment: Whispering Hill Concept Plan (4096 : Whispering Hill)

Plot time: Oct 11, 2024 - 12:51pm
Drawing name: J:\2021\21-0113\CIV\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)

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

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

City Council Ordinance
Regular Meeting - October 28, 2024

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

Subject:
CRA Tax Abatement for Hit Promotional Products

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 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.

Background/Synopsis:
Hit Promotional Products, Inc. and affiliate Profill Fulfillment, LLC are private companies headquartered in Florida and operating locally at 110 Mercantile Drive. The companies provide value add manufacturing, distribution, warehousing, and wholesaling of a wide assortment of promotional products. The companies' current operations occupy approximately 350,000 square feet within Fairfield Commerce Park. In order to accommodate significant growth, the companies plan to lease a new 800,000 square foot building to be constructed on the Miller Farm West site, an approximately 59.7 acre tract of land at the southwest corner of Seward and Tylersville Roads. The building is proposed to be constructed and owned by Fairfield Commerce Center I, LLC, an affiliated entity of Harrod Properties, Inc., a Florida real estate company.

Should this project proceed, the total building investment for the expansion is estimated at $71 million. The companies will retain 237 existing jobs and will create at least 100 new full-time jobs within three years of completion of the building construction, for a total of 337 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately $24.9 million. The proposed incentive structure is performance based, requiring shortfall payments by the company if employment levels do not generate specified revenue income tax targets. After a two-year ramp-up period, the company has committed to generate taxable payroll sufficient to generate $375,000 in annual income tax revenue.

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 an 8-year, 45% property tax incentive on the assessed value of the expansion. The second agreement is a five-party Compensation Agreement. The companies have 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 approved the agreement at its meeting on October 17, 2024.

Financial Impact:
Harrod Properties is planning to construct an 800,000 square foot building to house the expanded operations of Hit Promotional Products and Profill Fulfilllment. This investment 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 - Hit Promotional
2. CRA Application - Hit Promotional
3. School Comp Agreement - Hit Promotional
4. HIT PROMOTIONAL COMMUNITY REINVESTMENT AGR-ORD

COMMUNITY REINVESTMENT AREA AGREEMENT
(Hit Promotional / Profill)

This Community Reinvestment Area Agreement (the "Agreement"), is made and entered into as of October 28, 2024 (the "Effective Date"), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City"), with offices at 5350 Pleasant Avenue, Fairfield, Ohio 45014, Hit Promotional Products, Inc., a Delaware S corporation with its main office located at 7150 Bryan Dairy Road, Largo, Florida 33777 (hereinafter referred to as "HIT"), Profill Fulfillment, LLC, a Florida limited liability corporation with its main office located at 7150 Bryan Dairy Road, Largo, Florida 33777 (hereinafter referred to as "PROFILL,") (HIT & PROFILL are collectively hereinafter referred to as "COMPANY") and Fairfield Corporate Center I, LLC, a Florida limited liability corporation with its main office located at 5550 West Executive Drive, Suite 550, Tampa, Florida 33609 (hereinafter referred to as "DEVELOPER"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the List of Definitions, attached hereto as Exhibit A.

WITNESSETH:

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

WHEREAS, DEVELOPER has acquired or intends to acquire the real property contained within the CRA Area described on Exhibit B attached hereto and shown on Exhibit B-1 attached hereto (the "Project Site") and intends to construct an approximately 800,000 square foot industrial manufacturing/distribution building and associated site improvements. (the "Project), provided that the appropriate development incentives are available to support the economic viability of the Project; and

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

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

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

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

WHEREAS, the City, subject to the terms of this Agreement, has agreed to provide the COMPANY and DEVELOPER with an eight (8) year, 45% real property tax exemption applicable to the construction of the building (collectively, the "Exemption")

WHEREAS, the COMPANY submitted to the City the agreement application attached hereto as Exhibit C (the "Agreement Application"); and

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

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

WHEREAS, the COMPANY and DEVELOPER, in exchange for receiving the Exemption, each, jointly and severally, have agreed to make (i) an annual payment to the School District in the amount of thirty-two percent (32%) of the value of the Exemption received by the COMPANY and DEVELOPER for the preceding tax year, and (ii) an annual payment to Butler Tech in the amount estimated at the time this agreement is executed to equal one percent (1%) of the value of the Exemptions to be received by the COMPANY and/or DEVELOPER annually (collectively, the "School District PILOT Payments"), in accordance with the School Compensation Agreement; and

WHEREAS, as required by Ohio Revised Code Section 3735.671(A), the Board of Education of the School District, pursuant to Resolution No. _____, adopted on _____, 2022 has approved this Agreement and the Exemption granted herein; and

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

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

1. Project and Project Investment. The DEVELOPER will purchase the Project Site composed of approximately 59.7 acres (Tax Parcel A0700150000006 in the City of Fairfield, Butler County, Ohio). DEVELOPER will construct the Project on the Project Site. The total cost for construction of the Project is expected to exceed $93,250,000 and will include construction of an approximately 800,000 square foot industrial manufacturing/distribution building and associated site improvements. The expected value of machinery, equipment, furniture, fixtures and inventory to be incorporated in the building is $15,000,000. In addition, DEVELOPER agrees to and will install

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enhanced landscaping to screen the Project from Seward and Tylersville Roads. The DEVELOPER will prepare a landscape plan for approval by the City. The COMPANY and DEVELOPER agree to maintain all installed landscaping, including replacing dead or damaged trees and shrubs, during the entire length of the abatement term.

The construction of the Project is currently scheduled to begin in November 2024 and to be completed by December 2026. At the time of execution of this Agreement, there are no buildings and no machinery, equipment, furniture, fixtures or inventory of the COMPANY or DEVELOPER at the Project Site. There is also no machinery, equipment, furniture or fixtures used in another political subdivision in this State prior to the execution of this Agreement relocated or to be relocated from that political subdivision to the Project Site, and there is no inventory held in another political subdivision in this State prior to the execution of this Agreement and relocated or to be relocated from that political subdivision to the Project Site. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions.

2. Job Creation. The COMPANY plans to relocate and maintain approximately 237 full-time equivalent employee positions ("Retained Employees") from 110 Mercantile Drive in the City of Fairfield to the Project Site. The aggregate annual payroll of the retained employees is estimated to be $20,103,962. Additionally, the COMPANY estimates that there will be created at the Project Site by December 31, 2028 approximately 100 new full-time equivalent employee positions ("New Employees"). The aggregate annual payroll of the New Employees is estimated to be $4,800,000. Hiring of such New Employees is estimated to commence in approximately 2026 and continue incrementally over the succeeding years The parties to this Agreement recognize that the employees at the Project Site may be employed by (i) the COMPANY, (ii) one or more entities that control the COMPANY, are controlled by the COMPANY, or are under common control with the COMPANY (each an "Affiliate," and collectively, the "Affiliates"), (iii) one or more staffing/employment agencies contracted by the COMPANY or one or more of its Affiliates, or (iv) a permitted successor or assignee of the COMPANY, whose employees will also qualify as employees of COMPANY under this Agreement.

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

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

The City hereby grants the Exemption, namely an eight (8) year, 45% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of the new building at the Project Site. The Exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No Exemption shall commence after tax

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year 2027 (*i.e.*, tax lien date January 1, 2027) nor extend beyond tax year 2034 (*i.e.*, December 31, 2034, with the last year of abated taxes being the taxes payable in 2035).

5. Shortfall Payments. The Income Tax Withholding Revenue expected to be received by the City of Fairfield on account of the Retained Employees and New Employees ("Revenue Target") is set forth in Exhibit "A". Notwithstanding Section 4 hereof, for any calendar year for which the Revenue Target shall exceed Actual Revenue, each as defined on Exhibit "A", and except as otherwise set forth in this Section, the COMPANY, (HIT and PROFILL), jointly and severally hereby agree to make a payment (the "Shortfall Payment") to the City equal to the lesser of (i) the PILOT Amount as defined in Exhibit "A") with respect to that year, or (ii) an amount equal to property taxes exempted pursuant to this Agreement for that year, net of any School District PILOT Payments made or to be made for that year.

The Shortfall Payment shall be calculated for each calendar year 2027-2036 (the "Shortfall Assessment Period"). If for any year during the Shortfall Assessment Period the COMPANY is required to pay a Shortfall Payment pursuant to this Section, the City shall prepare and deliver a single invoice to the COMPANY (the "Shortfall Invoice"). The COMPANY's payment of the Shortfall Payment shall be due within sixty (60) days after the date the COMPANY receives the Shortfall Invoice.

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

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

6. Impact Fee to City. The DEVELOPER shall pay to the City an initial impact fee of two thousand five hundred dollars ($2,500.00), to be deposited in the City's Transformative Economic Development Fund (414), and the COMPANY and DEVELOPER shall not, thereafter be required to pay any annual fees for the Project under Ohio Revised Code Section 3735.671(D).

7. Payment of Other Taxes. The COMPANY and DEVELOPER shall jointly and severally pay such real property taxes as are not exempted under this Agreement and are charged against any part of the Project Site and shall file all tax reports and returns as required by law. If the COMPANY or DEVELOPER fails to pay such taxes or file such returns and reports, the Exemptions are rescinded beginning with the year for which such failure to pay taxes or file such reports as required occurs and thereafter until such taxes are paid and such reports are properly filed.

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

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

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

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

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

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

13. Assignment and Transfer; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed.

14. City Council Approval. The COMPANY and DEVELOPER and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Ordinance No._____ adopted by the City Council on October ____, 2022.

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

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

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

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

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

If to the City, to:

City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

If to HIT, to:

Hit Promotional Products, Inc.
7150 Bryan Dairy Road
Largo, Florida 33777

If to PROFILL, to:

Profill Fulfillment, LLC
7150 Bryan Dairy Road
Largo, Florida 33777

If to the DEVELOPER, to:

Fairfield Corporate Center I, LLC
5550 West Executive Drive, Suite 550
Tampa, Florida 33609

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

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

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

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

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

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

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

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

IN WITNESS WHEREOF, the City of Fairfield, Ohio by its City Manager and pursuant to Ordinance No. _____ adopted _____, 2024 has caused this instrument to be executed as of this _____ day of _____, 2024, Hit Promotional Products, Inc. by Gary Meadows, its Chief Financial Officer, has caused this instrument to be executed as of this _____ day of _____, 2024, Profill Fulfillment, LLC by Gary Meadows, its Chief Financial Officer, has caused this instrument to be executed as of this _____ day of _____, 2024, and Fairfield Corporate Center I, LLC by Robert Webster, its President, has caused this instrument to be executed as of this _____ day of _____, 2024 with the Agreement to be effective as of the Effective Date.

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

Hit Promotional Products, Inc.,
a Delaware S Corporation

By _____
Gary Meadows, Chief Financial Officer

Profill Fulfillment, LLC,
a Florida limited liability corporation

By _____
Gary Meadows, Chief Financial Officer

Fairfield Corporate Center I, LLC,
a Florida limited liability corporation

By _____
Robert Webster, President

Approved as to form:

_____
John H. Clemmons
Fairfield City Law Director

Approved as to content:

_____
Greg Kathman
Fairfield Development Services Director

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

Exhibit A - Definitions

"Actual Revenue" means the income tax withholding collected by the City for that calendar year from all persons employed at the Project Site by COMPANY or attributable to COMPANY as described in paragraph 2 of the Agreement. For all purposes of this Agreement, Actual Revenue shall be determined by the amount of income tax withholdings retained by the City after the annual deadline for tax returns for the taxable year (usually April 15th) in order to account for the net reduction in income taxes received as a result of income tax withholdings refunds issued to persons employed at the Project Site but performing some portion of their duties offsite. The City's tax administrator shall be permitted to report aggregate income tax received to the City's Development Services Department and the COMPANY for the purposes of revenue tracking.

Should any income tax withholdings be generated by employees employed by staffing/employment agencies contracted by the COMPANY or one or more of its Affiliates, those income tax withholdings will only be included in the Actual Revenue if (1) the income tax reporting by the staffing/employment agency clearly documents that the employees were employed at the Project Site and (2) the staffing/employment agency provides written authorization permitting the City's tax administrator to report aggregate income tax received on account of said employee's to the City's Development Services Department and the COMPANY for the purposes of revenue tracking.

"Revenue Target" means the minimum City municipal income tax withholding required to be collected and retained from all persons employed at the Project Site by COMPANY or attributable to COMPANY as described in paragraph 2 of the Agreement during each calendar year of the abatement term. The Revenue Targets for each calendar year are as follows:

CALENDAR YEAR	REVENUE TARGET
2027	$300,000
2028	$300,000
2029	$375,000
2030	$375,000
2031	$375,000
2032	$375,000
2033	$375,000
2034	$375,000

"SHORTFALL Amount" means an amount equal to the difference between the Revenue Target and the Actual Revenue.

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

Exhibit B-1

Map of Project Site

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

Exhibit C

Agreement Application

(Attached Hereto)

Attachment: CRA Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

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

Hit Promotional Products, Inc. enterprise name	Gary D Meadows, CFO contact person
727-224-4610 telephone number	7150 Bryan Dairy Road Largo, FL 33777 address
Delaware State that company was incorporated in	

Enterprise 2

Profill Fulfillment, LLC enterprise name	Gary D Meadows, CFO contact person
727-224-4610 telephone number	7150 Bryan Dairy Road Largo, FL 33777 address
FL State that company was incorporated in	

1b. Project site: FAIRFIELD CORPORATE CENTER I, LLC

Enterprise 1

contact person — telephone number: 813-229-1500

Rob Webster, President of the General Partner (Harrod Properties, Inc.)

Address: 5550 W. Executive Dr. Ste 550, Tampa, FL 33609

Enterprise 2

Same as above

Attachment: CRA Application - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

contact person	telephone number
Gary D Measdows, CFO 7150 Bryan Dairy Road, Largo, FL 33777	727-224-4610

2a. Nature of business (manufacturing, distribution, wholesale or other).
Manufacturing (Product Decoration), Distribution, Warehouse, Wholesale.

2b. List primary 6 digit NAICS # 323113
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).

Hit is an "S" Corporation and Profill is a FL LLC

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

Elizabeth Schmidt & Christopher Scmidt, Owners and Officers.

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

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

0 (800,000 SF Warehouse to be built on Vacant Land in Fairfield Ohio).

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:

N\A

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

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5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 237

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
237 FTE, Fixed Asset Investment $10,000,000

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: N|A

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). N|A

8. Project Description (attach additional pages if necessary):
800,000 SF Building to be constructed on Vacant\Undeveloped Land in Fairfield, Ohio to support growing Business

9. Project will begin November 1, 2024 and be completed December 31, 2026 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): 100 FTE

10b. State the time frame of this projected hiring: See Attached

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): See Attached

Attachment: CRA Application - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

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).

$ 4,800.000	Full Time (permanent)
$ 0	Part Time (temporary)
$ N|A	Permanent
$ 0	Temporary

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:
$ 20,103,962 (The annual payroll of existing Ohio jobs before expansion into a new facility in the City of Fairfield.)

12. Market value of the existing facility as determined for local property taxation.
N\A

13a. Business's total current investment in the facility as of the proposal's submission.
$0 (Not built yet)

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):
$ 24,000,000

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:	$ 0
B.	Additions/New Construction:	$ 0
C.	Improvements to existing buildings:	$ 0
D.	Machinery & Equipment:	$10,000,000
E.	Furniture & Fixtures:	$ 5,000,000
F.	Inventory:	$24,000,000
	Total New Project Investment:	$

15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)

We currently Occupy\Lease a 400,000 SF MFG\WH\DIST Facility in Fairfield Ohio that currently Employs 237 local Citizens. Due to our Growing Business we need to Expand to an 800,000 SF Building. We would prefer to stay in Fairfield as our Employee Base is awesome but also exploring Texas and Nashville. The biggest driver for us on where to expand is the incentives offered by each location.

Attachment: CRA Application - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

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.

Hit Promotional Products, Inc. & Profill Fulfillment LLC	October 4, 2024
Name of Enterprise	Date
	Gary D. Meadows, CFO
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 - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT
(Hit Promotional / Profill)

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"), Hit Promotional Products, Inc., a Delaware S corporation with its main office located at 7150 Bryan Dairy Road, Largo, Florida 33777 (hereinafter referred to as "HIT"), Profill Fulfillment, LLC, a Florida limited liability corporation with its main office located at 7150 Bryan Dairy Road, Largo, Florida 33777 (hereinafter referred to as "PROFILL," together with HIT, "COMPANY") and Fairfield Corporate Center I, LLC, a Florida limited liability corporation with its main office located at 5550 West Executive Drive, Suite 550, Tampa, Florida 33609 (hereinafter referred to as "DEVELOPER"), specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Hit Promotional / Profill 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 October _17_, 2024;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on October 28, 2024, to grant a tax exemption to COMPANY and DEVELOPER and enter into a formal Community Reinvestment Area Agreement; and

Whereas, City, FCSD, Butler Tech, COMPANY, and DEVELOPER 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, COMPANY, and DEVELOPER agree as follows:

Attachment: School Comp Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

Section 1. FCSD Compensation. COMPANY and DEVELOPER 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 COMPANY and DEVELOPER, City and FCSD shall calculate the amount of the payment and notify COMPANY and DEVELOPER of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. COMPANY and DEVELOPER 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 $4,165.00, which is estimated at the time this agreement is executed to equal one percent (1%) of the total value of the tax exemption to be 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
HIT:	Chief Financial Officer 7150 Bryan Dairy Road, Largo, Florida 33777

Attachment: School Comp Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

PROFILL: Chief Financial Officer
7150 Bryan Dairy Road, Largo, Florida 33777

DEVELOPER: President of the General Partner
5550 West Executive Drive, Suite 550, Tampa, Florida 33609

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 - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

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 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, Hit Promotional Products, Inc. by Gary Meadows, its Chief Financial Officer, has caused this instrument to be executed as of this _____ day of _____, 2024, Profill Fulfillment, LLC by Gary Meadows, its Chief Financial Officer, has caused this instrument to be executed as of this _____ day of _____, 2024, and Fairfield Corporate Center I, LLC by Robert Webster, its President of the General Partner, has caused this instrument to be executed as of 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

[Signatures continued on next page]

Attachment: School Comp Agreement - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

Hit Promotional Products, Inc.,
a Delaware S Corporation

By _____
Gary Meadows, Chief Financial Officer

Profill Fulfillment, LLC,
a Florida limited liability corporation

By _____
Gary Meadows, Chief Financial Officer

Fairfield Corporate Center I, LLC,
a Florida limited liability company

By _____
Robert Webster, President of the General Partner (Harrod Properties, Inc.)

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 - Hit Promotional (4103 : CRA Tax Abatement for Hit Promotional Products)

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 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.

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 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 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

Attachment: HIT PROMOTIONAL COMMUNITY REINVESTMENT AGR-ORD (4103 : CRA Tax Abatement for Hit Promotional Products)

City Council Ordinance
Regular Meeting - October 28, 2024

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

Subject:
Roadway Grants for Seward Road Phase 3 Improvements

Legislation Title:
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.

Background/Synopsis:
The City of Fairfield and Fairfield Township entered into agreements in April 2022 related to the speculative industrial park development known as Fairfield Logistics Center. The agreements established a Joint Economic Development District (JEDD) to share revenues from the park and committed the parties to various road improvements identified as part of a traffic study commissioned by Al Neyer, the project developer.

Three phases of road improvements were identified. The first phase encompassed the widening of Seward Road to three lanes in the vicinity of the development; this work was completed last year. The second phase encompasses the roundabout at Seward and Tylersville Roads; this work is underway and will be substantially complete this year. The third phase includes softening two back-to-back curves on Seward and adding a lefthand turn lane to provide access into the Miller Farm West site on the west side of Seward Road.

The Miller Farm West site is the proposed location of the new 800,000 square foot Hit Promotional Products facility. Due to the direct benefit of the Phase 3 roadway improvements to the proposed Hit Promotional project, staff requested state economic development support to complete the improvements. The city has been offered two grants towards the Phase 3 improvements:

- $100,000 – Ohio Department of Transportation (ODOT) Office Jobs & Commerce
- $450,000 – Ohio Department of Development (ODOD) 629 Roadway Development

Total estimated construction costs for Phase 3 are estimated at $690,968, meaning the grants are estimated to fund nearly 80% of the total project construction costs. Design and engineering of Phase 3 is the responsibility of Al Neyer and is currently underway. Both grants are awarded contingent on the Hit Promotional Products project moving forward.

Approval of the ordinance will authorize the City Manager to execute grant agreements and any related documents with ODOT and ODOD. Construction is anticipated to be completed next year.

Financial Impact:
These grants will allow the City to move forward with the Seward Road Phase 3 improvements and provide $550,000 in state funding.

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. A suspension of rules and emergency provision is being requested in order to meet the commitments required by the grant funding.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Hit Promo J&C - PID 121868 BUT Award Letter
2. Hit Promo 629 - Award Letter
3. ODOT-ORD

Department of Transportation
transportation.ohio.gov

Mike DeWine, *Governor*
Jon Husted, *Lt. Governor*
Jack Marchbanks, Ph.D., *Direc*

September 10, 2024

Mr. Scott W. Timmer, City Manager
City of Fairfield
5350 Pleasant Avenue
Fairfield, OH 45014

Re: PID 121868 – BUT Seward Turn Lane & Realignment Award Letter

Dear Mr. Timmer:

On behalf of the Ohio Department of Transportation (ODOT) Office of Jobs & Commerce, I am pleased to inform you the above referenced project has been awarded **15%** of the eligible costs up to a maximum of **$100,000**. This reimbursable grant will be for eligible construction costs.

Once your project has been awarded, please inform Adele Evans, ODOT Jobs & Commerce Regional Manager, of the **construction begin and end dates** as well as the **construction cost amount**. This information needs to be submitted within two weeks of the project award.

All funding reimbursement requests should be submitted to Adele by August 31, 2026. Should the City of Fairfield be unable to successfully execute the terms of the agreement please notify Adele in writing, and we will review any mitigating circumstances with you.

Congratulations on this ODOT Jobs & Commerce award. We look forward to working with you to support this important infrastructure improvement.

Sincerely,

Christina Wagner Schepis
Program Manager
Office of Jobs & Commerce

Cc: Adele Evans – Jobs & Commerce Regional Manager
Tammy Campbell, PE – D8 Deputy Director
Suzanne Enders, PE – D8 Capital Programs Administrator

Attachment: Hit Promo J&C - PID 121868 BUT Award Letter (4105 : Roadway Grants for Seward Road Phase 3 Improvements)

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Ohio

September 26, 2024

Nathaniel Kaelin
Economic Development Manager
City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

Dear Nathaniel Kaelin:

The Ohio Department of Development (Development), in conjunction with JobsOhio, welcomes the opportunity to assist the City of Fairfield with its public roadwork development project in support of the Hit Promotional Products, Inc. project in the City of Fairfield.

Enclosed with this letter is a Summary of Assistance with program information for the Roadwork Development (629) Grant being offered by Development. We believe that this offer of assistance, coupled with additional local and state resources available, allows the City of Fairfield to address all of the public roadwork needs for the Hit Promotional Products, Inc. project. Good luck as you proceed with this important project.

Please continue to work with Brian Beaudry at REDI Cincinnati. Brian may be reached at (513) 560-1070 or by e-mail at bbeaudry@redicincinnati.com.

Sincerely,

DocuSigned by:
Dana Saucier
DB9F857BDFD4404...

Dana Saucier
Vice President, Head of Economic Development
JobsOhio

JobsOhio

Signed by:
Matt McClellan
6477E8C9F17A45F...

Matt McClellan
Assistant Director
Ohio Department of Development

Ohio Department of Development

Attachment: Hit Promo 629 - Award Letter (4105 : Roadway Grants for Seward Road Phase 3 Improvements)

Ohio

Summary of Assistance for Hit Promotional Products, Inc. and the City of Fairfield

Project Assumptions:

- The primary focus of the Roadwork Development (629) Grant is to complete an eligible roadwork project in support of Hit Promotional Products, Inc.'s (Hit Promotional Products) project in your community.
- The total estimated eligible roadwork costs related to the project are $690,968.
- **Hit Promotional Products's Project Details:**
  - **Project Site:** Hit Promotional Products will expand at 7995 Seward Road in the City of Fairfield, Butler County.
  - **Jobs Created:** Hit Promotional Products will create 100 new jobs with an associated created payroll of $4,800,000, exclusive of benefits.
  - **Jobs Retained:** Hit Promotional Products will retain 237 existing jobs with an associated baseline payroll for the previous twelve-month period of $20,103,962 exclusive of benefits.
- The state of Ohio is in competition with the states of Florida, Tennessee, and Texas for Hit Promotional Products's proposed project.
- Any relocation of positions within the state of Ohio will require Hit Promotional Products to notify the impacted community in the form of a relocation letter.
- Basic project information will become public once the State Controlling Board approves the project.

Proposed State Assistance	Estimated Value
Roadwork Development (629) Grant	$450,000
Estimated Total Value of Assistance	**$1,855,000**

***This commitment is current as of September 26, 2024. It will remain in effect until December 31, 2024.**

****"Jobs" - both retained and created - are calculated on a full time equivalent (FTE) basis, obtained by dividing the total number of hours for which employees were compensated for employment in the Project by two-thousand eighty.**

Next Steps:

Brian Beaudry, Lead Project Manager, will need to receive a response from Hit Promotional Products by **December 31, 2024**, accepting this assistance and confirming our understanding of the project. ***Please note that this offer is contingent upon further due diligence, completion of an application, state Controlling Board approval and execution of an agreement(s)***. The application will come from JobsOhio and an email address of noreply@jobsohio.com. Brian Beaudry may be reached at (513) 560-1070 or by e-mail at bbeaudry@redicincinnati.com. We look forward to hearing from you again soon.

Attachment: Hit Promo 629 - Award Letter (4105 : Roadway Grants for Seward Road Phase 3 Improvements)

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Ohio

Estimated Total Value of State Assistance **$450,000**

Roadwork Development (629) Grant

Estimated Value: Up to $450,000, covering 65 percent of eligible roadwork costs

The Roadwork Development (629) Grant provides funding to the City of Fairfield for public roadway improvements, including engineering and design costs, related to the job creation/retention project of Hit Promotional Products. Funds are available for projects primarily involving manufacturing, research and development, high technology, corporate headquarters, and distribution activity. Learn More

To ensure your project stays on track, please find Controlling Board approval meeting dates and corresponding deadlines here.

Grant Program Benefits:

- **Multiple Beneficiaries –** Proportional funding to local communities for public roadwork infrastructure that directly benefit your project.

Attachment: Hit Promo 629 - Award Letter (4105 : Roadway Grants for Seward Road Phase 3 Improvements)

ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized 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 in accordance with the grant 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 improvements are necessary to support the new construction and manufacturing facility at Seward & Tylersville Roads which will 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\ODOT-ORD

Attachment: ODOT-ORD (4105 : Roadway Grants for Seward Road Phase 3 Improvements)

City Council Ordinance
Regular Meeting - October 28, 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 - October 28, 2024

Submitted by: Thomas Lakamp,
Submitting Department: Fire

Subject:
Powered Medical Cots and Stair Chairs

Legislation Title:
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.

Background/Synopsis:
This request is to replace the current 10-year-old power cot systems and 10-year-old stair chairs with six new Stryker powered cot systems and five new powered stair chairs. The current cot systems are approaching the end of their service life and are not interoperable with the loading systems of our mutual aid partners. This equipment is critical to providing emergency medical service to the community and must function properly on every response.

Financial Impact:
The powered cot systems and stair chairs will be utilizing Savvik Buying Group pricing. The Savvik contract number is #2024-04. This project is included in the 2025 Capital Improvement program project 5FD01. The project is being submitted at the end of 2024 to take advantage of end of year pricing offered by Stryker Sales LLC.

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. Stryker Quote Powered Cots and Stair Chairs
2. STRYKER SALES LLC-ORD

stryker

Cover Letter

We are a leader in emergency medical response and patient transport products. As your trusted EC partner, we build solutions that help improve patient outcomes and caregiver safety, bringing more power to you. We are committed to helping you achieve improved clinical outcomes and operational performance. Our focus is providing innovative patient transport, emergent care, and data solutions that are durable, reliable and easy to use
Sincerely,

Ross Finan

stryker

Fairfield 2024 Power Pro & Power Load Pricing

Quote Number: 10994499

Version: 1

Prepared For: CITY OF FAIRFIELD FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ross Finan

Email: ross.finan@stryker.com

Phone Number:

Quote Date: 10/09/2024

Expiration Date: 12/27/2024

Contract Start: 09/26/2024

Contract End: 09/25/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF FAIRFIELD FIRE DEPT	Name:	CITY OF FAIRFIELD FIRE DEPT	Name:	CITY OF FAIRFIELD FIRE DEPT
Account #:	20037131	Account #:	20037131	Account #:	20037131
Address:	375 NILLES RD	Address:	375 NILLES RD	Address:	
	FAIRFIELD		FAIRFIELD		
	Ohio 45014-2601		Ohio 45014-2601		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	4	$28,171.10	$112,68
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	6	$24,206.00	$145,23
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	6	$21.60	$12
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	6	$936.60	$5,61
5.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	6	$654.60	$3,92
6.0	625705550002	6257 XPEDITION HIGH CONFIG	5	$12,791.25	$63,95
			Equipment Total:		$331,55

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-FPCOT-PP2	TR-FERNO PCOT TO PP2	4	-$5,000.00	-$20,00
TR-FMFAST-PL	TRADE-IN-FERNO SAE COMPLIANT MANUAL FASTENER TOWARDS PURCHASE OF POWERLOAD	4	-$1,000.00	-$4,00
TR-FPCP-X	TRADE IN FERNO POWERTRAK FOR EXPEDITION	4	-$2,500.00	-$10,00

ProCare Products:

Attachment: Stryker Quote Powered Cots and Stair Chairs (4104 : Powered Medical Cots and Stair Chairs)

stryker

Fairfield 2024 Power Pro & Power Load Pricing

Quote Number: 10994499

Version: 1

Prepared For: CITY OF FAIRFIELD FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ross Finan

Email: ross.finan@stryker.com

Phone Number:

Quote Date: 10/09/2024

Expiration Date: 12/27/2024

Contract Start: 09/26/2024

Contract End: 09/25/2025

#	Product	Description	Qty	Sell Price	Total
7.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD *10/10/2024 - 10/09/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	4	$4,773.30	$19,093
7.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG *10/10/2024 - 10/09/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	6	$3,357.90	$20,147
7.3	XPEDITION-PROCARE	Xpedition Stair Chair for 6257 XPEDITION HIGH CONFIG *10/10/2024 - 10/09/2027* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	5	$2,415.00	$12,075

ProCare Total: $51,315

Price Totals:

Estimated Sales Tax (0.000%):	$0
Freight/Shipping:	$0
Grand Total:	$348,869

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days

Attachment: Stryker Quote Powered Cots and Stair Chairs (4104 : Powered Medical Cots and Stair Chairs)

This is not an Invoice

stryker

Fairfield 2024 Power Pro & Power Load Pricing

Quote Number:	10994499	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	CITY OF FAIRFIELD FIRE DEPT	Rep:	Ross Finan
	Attn:	Email:	ross.finan@stryker.com
		Phone Number:	
Quote Date:	10/09/2024		
Expiration Date:	12/27/2024		
Contract Start:	09/26/2024		
Contract End:	09/25/2025		

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upo completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by la or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at http techweb.stryker.com/Terms_Conditions/index.html.

Attachment: Stryker Quote Powered Cots and Stair Chairs (4104 : Powered Medical Cots and Stair Chairs)

ORDINANCE NO. _____

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.

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 Stryker Sales, LLC for the purchase of six (6) powered cot systems and five (5) powered stair chairs for the City's EMS units in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason to provide for the health and safety of firefighters and the public and to secure favorable pricing; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\STRYKER SALES LLC-ORD

Attachment: STRYKER SALES LLC-ORD (4104 : Powered Medical Cots and Stair Chairs)

City Council Ordinance
Regular Meeting - October 28, 2024

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
2024-2025 Energy Efficiency and Conservation Block Grant

Legislation Title:
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.

Background/Synopsis:

The Energy Efficiency and Conservation Block Grant (EECBG) Program is a $550 million grant program funded through the Bipartisan Infrastructure Law. It is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. The program is administered by the US Department of Energy (DOE).

The City of Fairfield anticipates being awarded almost $77,000.00 from this program following grant submission; grant deadline is 10/31/2024. The City will utilize this grant to procure and install fifty-seven (57) new high-efficiency, low-U factor windows with a low-emissivity coating system in the Municipal Building. These windows will replace all existing windows, which are not energy efficient and are over thirty years old.

This grant program is a reimbursable-type program. The City will use local dollars to procure and install the new windows, and will then be reimbursed by the DOE following documentation submittals and proof of project completion.

Financial Impact:

The estimated cost of the project is $75,000. It is anticipated that the City will receive approximately $77,000 in grant funding following project completion.

A non-contractual appropriation in the amount of $74,994.00 is requested to advance this project. Windows will be procured and installed by Gilkey, per the attached proposal. Gilkey provided the

lowest and best pricing proposal for the work. The local funding source is the Sustainability Fund (416).

Emergency Provision Explanation:

Emergency provision is requested to ensure timely submittal of grant application to the US DOE. Rule suspension is requested in order to meet the application deadline.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Fairfield Municipal Building Revised
2. Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave
3. Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave
4. EECBG-ORD

GILKEY WINDOW COMPANY

BBB ACCREDITED BUSINESS

CINCINNATI
3625 Hauck Road
Cincinnati, OH 45241
(513) 769-4527
1-800-878-7771

CHICAGO RIDGE
10160 Virginia Avenue
Chicago Ridge, IL 60415
(708) 229-2340
1-888-344-5539

PALATINE
467 W. Northwest Highway
Palatine, IL 60067
(708) 229-2340
1-888-344-5539

LOUISVILLE
2199 Watterson Trail
Louisville, Ky 402
(502) 267-1616
1-888-878-7776

COMMERCIAL PROPOSAL

Customer Information

Brian Rose
5350 Pleasant Ave
Fairfield OH 45014

513-404-2405
aquirch@gilkey.com

Date: 09/26/202
Rep: Augie Quirc
Rep Phone:(201) 344-3460
Rep Email:aquirch@gilkey.com

We, the Gilkey Window Company, Inc., propose to furnish, install and service all materials and labor required and pertaining t the conditions and specifications set forth in this proposal. In addition, there will be no painting or staining unless specified.

The following items will be installed by Gilkey Window Company

Total number of windows being installed	5
Total number of doors being installed	

Window Style	Double Hung	**Window Brand**	Gilkey Boreal™ Vin
Quantity	1	**Location**	Main Buildin
Size	43 x 66.5	**Exterior Color**	Beige Extrusic
Hardware Color	Beige	**Interior Color**	Beige Extrusic
Vent Locks	Yes	**Glass Type**	
Grid Type	Std. Solid Color Grids	**Grid Style**	Colonial Gric
Grid Pattern	1H/3V	**Screen**	Half Scree
Grid Color	Beige/Beige-		
Slope Sill	No		

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Attachment: Fairfield Municipal Building Revised (4095 : 2024-2025 Energy Efficiency and Conservation Block Grant)

leaptodigital.com 2.17.8

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Window Style	Double Hung	**Window Brand**	Gilkey Boreal™ Vin
Quantity	1	**Location**	Main Buildin
Size	43 x 66.5	**Exterior Color**	Beige Extrusic
Hardware Color	Beige	**Interior Color**	Beige Extrusic
Vent Locks	Yes	**Glass Type**	
Grid Type	Std. Solid Color Grids	**Grid Style**	Colonial Gric
Grid Pattern	1H/3V	**Screen**	Half Scree
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Attachment: Fairfield Municipal Building Revised (4095 : 2024-2025 Energy Efficiency and Conservation Block Grant)

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Gilkey to build and install all windows or doors to the above specifications. Work to be performed by Gilkey Window Company Installers and covered by Workman's Compensation and Liability Insurance.

10 Year Commercial Warranty including labor, materials and glass.

This proposal may be withdrawn if not accepted within 30 days. Standard terms are 1/3 down/ balance due upon completion or Greensky Financing Terms listed below.

List Price	$139,137.0
Your Price	$74,994.0

Attachment: Fairfield Municipal Building Revised (4095 : 2024-2025 Energy Efficiency and Conservation Block Grant)

leaptodigital.com 2.17.8

ANDERSON WINDOWS & DOORS

OCT 18, 2024

FAIRFIELD MUNICIPAL

5350 Pleasant Ave
Fairfield, OH
45014

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

INTRODUCTION

Hi Fairfield,

Thank you for the opportunity to quote on this home improvement project. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. All employees are WCB and COR certified
5. **DOUBLE LIFETIME** Workmanship Warranty on complete projects - (See Terms & Conditions)

We don't want you to be personally liable should a worker happen to get injured therefore we maintain current WCB for all employees and crews. We carry two million liability insurance.

As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, complete an additional full inspection on your project to ensure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Keith Jackson I Solutions Consultant
ohiocpr.keith@gmail.com
5132076383

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

INSPECTION

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

ANDERSEN WINDOWS

Description		Qty	Line total
Andersen 100 series single hung			
Please review the attached spec sheet		1	$89,795.52
	Section Total		**$89,795.52**

Description		Qty	Line total
Window Treatments			
Aluminum Window Wraps - EA.			$0.00
LP Wood Window Wraps - EA.			$0.00
Interior Trim and Casing Installation (Pine) - Additional Species pricing may apply			$0.00
Interior Wood Return			
Labor		1	$22,800.00
Tax		1	$7,004.05
	Section Total		**$29,804.05**

Description		Qty	Line total

Quote subtotal	$119,599.57
Total	$119,599.57

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

AUTHORIZATION PAGE

Andersen Windows $119,599.57

Name: Fairfield Municipal
Address: 5350 Pleasant Ave, Fairfield, OH

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Crown Pointe Remodeling Payment Plan

	Description	Qty	Unit price	Line total
☐	CASH OPTION 50% Due upon Signing 25% Due upon Scheduling * This is once the product is in and we set the date to begin the project 25% Due upon Completion of Scope of Work			
☐	FINANCING Crown Pointe Remodeling Requires 50% Down for Most Financing Options Deferred Interest: 1024 - 24 Months - 0% Interest Minimal Monthly payments for 18 or 24 months No Pre-Pay penalties. 2012 - 12 Months 0% Interest/ 0 Monthly Payments 364 Days to pay off balance. 4096 - 15 years 7.99% Interest No Pre-Pay Penalties			
☐	Additional cost due to unforseen issues/damage is possible. Any addditonal cost will be discussed with the homeowner before added to current Scope of Work			
☐	The anticipated start date is 14-16 weeks from the date on which all HOA permissions, permits, and other contingencies necessary to complete the project are obtained and the anticipated completion is 1 week from actual start date.			
☐	Down Payment			

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

Customer Comments / Notes

Fairfield Municipal:

Date:

You may cancel this contract from the day you enter into the contract until 3 days after you receive a copy of the contract. You do not need a reason to cancel. **You lose that right if you accept delivery of materials and allow the construction to begin. **

There are other grounds for extended cancellation. For more information, you may contact your state/territorial consumer affairs office.

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

TERMS AND CONDITIONS

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS of the signed contracted date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by Crown Pointe Remodeling, LLC of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Crown Pointe Remodeling, LLC at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of Crown Pointe Remodeling, LLC regarding the return shipment of the goods at Crown Pointe Remodeling's expenses and risk. If you do not make the goods available to Crown Pointe Remodeling, LLC and Crown Pointe Remodeling, LLC does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Crown Pointe Remodeling, LLC, or if you agree to return the goods to Crown Pointe Remodeling, LLC and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, email a signed and dated copy of this cancellation notice or any other written notice to info@CPR.Build

I understand that if any rotted and/or damaged wood is discovered during tear-off Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC reserves the right to replace this damage and bill me up to $200 in addition to the estimated cost below without notifying me in advance. Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC will call me for authorization if wood replacement will exceed $200.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC provides a 5-year Workmanship Warranty on portions of the project in which Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC fully replaced any existing products. All workmanship warranties will be reduced to one year when home owners have requested that full systems are not installed. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by Crown Pointe Roofing & Remodeling dba Crown Pointe Remodeling LLC. I agree that Crown Pointe Roofing & Remodeling dba of Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

I acknowledge that I have read and understand this page. Initials: _____

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

WARRANTY

This document guarantees that, in the event of a defect in workmanship related to the services provided by Crown Point Roofing & Remodeling, operating under the trade name Crown Pointe Remodeling LLC, occurring within the double lifetime of ownership (for both the original owner and the subsequent homeowner), Crown Pointe Roofing & Remodeling will undertake necessary repairs within the original project's scope of work at no cost to the customer.

This warranty, characterized by a double lifetime span, is transferable once during the ownership period. It should be noted that the warranty ceases to be effective once the second homeowner vacates the property. The coverage, however, excludes normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not warrant an insurance claim.

The extended warranty specifically applies to sections of the project where Crown Pointe Roofing & Remodeling fully replaced existing products and does not encompass repairs or services performed by another contractor. Defects in the building materials utilized for the project are not covered under this workmanship warranty; any such defects will be subject to the original manufacturer's product warranty.

Customer
Fairfield Municipal

Project address
5350 Pleasant Ave, Fairfield, OH

Date Project Completed
-

Thank you again for choosing Crown Pointe Roofing & Remodeling to complete work on your property. We trust you had a great customer experience!

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

Better Business Bureau®
Start With Trust®

Crown Pointe Remodeling, LLC
Accredited Since 2020

VALID THROUGH: April 2024

bbb.org

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject t
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th
certificate holder in lieu of such endorsement(s).

PRODUCER
Sanderson Insurance Cincinnati
3914 Miami Rd Suite 207
Cincinnati OH 45227

CONTACT NAME: Deanne Fisher
PHONE (A/C, No, Ext): (513)831-0179 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@sandersoninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Crown Pointe Remodeling Crown Pointe Remodeling, LI
10999 Reed Hartman Hwy Ste 107
Cincinnati OH 45242-8315

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Q61-0353708	01/10/2024	01/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	Q06- 5330328	6/03/2023	6/03/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q61-0353708	01/10/2024	01/10/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Name: #, A - C - Certified Contractor. Contract ID: 283412.
30 Days Notice of Cancellation Applies

Andersen Windows, Inc, its affiliates, agents & employees are listed as additional insured & waiver of subrogation applies, Primary & non-Contributory applies to this policy

CERTIFICATE HOLDER
Andersen Windows, Inc
C/O: myCOI
1075 Broad Ripple Ave, Suite 313
Indianapolis IN 46220

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: Email:

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Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-

ANDERSEN WINDOWS & DOORS

SOLD BY:

Crown Pointe Remodeling LLC
10999 Reed Hartman Highway
Blue Ash, Ohio 45242
Suite #107
513-791-1053

SOLD TO:

Fairfield Government Building
5350 Pleasant Avenue
Fairfield, OH 45014

CREATED DATE
10/14/2024

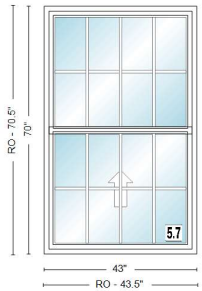
LATEST UPDATE
10/14/2024M

OWNER
Eko James

Abbreviated Quote Report - Customer Pricing

QUOTE NAME	PROJECT NAME	QUOTE NUMBER	CUSTOMER PO#	TRADE ID
Unassigned Quote	Unassigned Project	6581246		

ORDER NOTES: **DELIVERY NOTES:**



Item	Qty	Operation	Location	Unit Price	Ext. Price
100	57	Fixed/Active	None Assigned	$1,575.36	$89,795.52

RO Size: 43 1/2" x 70 1/2" **Unit Size: 43" x 70"**

100SHS 3' 7"X5' 10", Unit, 100 Series Single-Hung, Equal Sash, No Flange, Sandtone Exterior Frame, Sandtone Exterior Sash/Panel, w/Sandtone Interior Frame, w/Sandtone Interior Sash/Panel, Fixed/Active, Dual Pane Low-E SmartSun Standard Argon Fill Finelight Grilles-Between-the-Glass Standard Grille Alignment, 4 Wide, 2 High, Colonial Pattern, Sandtone, w/Sandtone, 3/4" Grille Bar, Stainless Glass / Grille Spacer, Auto Lock, Andersen 100 Series, 1 Sash Locks Sandtone, Sandtone, Half Screen, Fiberglass

Insect Screen 1: 100 Series Single-Hung, 100SHS 43 x 70 Half Screen Fiberglass Sandtone

Unit #	U-Factor	SHGC	ENERGY STAR	Clear Opening/Unit #	Width	Height	Area (Sq. Ft)
A1	0.29	0.19	NO	A1	39.5000	31.2890	8.58270

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield

SUB-TOTAL:	$89,795.52
FREIGHT:	$0.00
LABOR:	$22,800.00
TAX:	$7,004.05
TOTAL:	$119,599.57

CUSTOMER SIGNATURE_____DATE_____

* All graphics as viewed from the exterior. ** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.

Thank you for choosing Andersen Windows & Doors

Attachment: Crown Pointe Roofing & Remodeling Quote - Anderson Windows & Doors_Fairfield

PROVIA WINDOWS & DOORS

OCT 18, 2024

CROWN POINTE
ROOFING & REMODELING

FAIRFIELD MUNICIPAL

5350 Pleasant Ave
Fairfield, OH
45014

ProVia
THE PROFESSIONAL WAY

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

We can help you with

Roofing, Siding, Decks, Windows, & More
Residential & Commercial

Info@CPR.Bui
513-791-1053

Better Business Bureau®
Start With Trust®

Crown Pointe Remodeling, LLC
Accredited Since 2020

VALID THROUGH: April 2024

bbb.org

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

Erie Insurance®

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY): 6/19/23

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY
VILLAGE INSURANCE
3914 MIAMI RD STE 207
CINCINNATI, OH 45227

AGENT'S NO. GG7101

COMPANY(IES) AFFORDING COVERAGE
Co.: C ERIE INSURANCE COMPANY
Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPAN
Co.: E ERIE INSURANCE EXCHANGE Erie Indemnity Co., Attorney-in-Fact (Not Applica in NY
Co.: F ERIE INSURANCE COMPANY OF NEW YORK
Co.: G FLAGSHIP CITY INSURANCE COMPANY

NAME AND ADDRESS OF NAMED INSURED
Crown Pointe Remodeling LLC
10999 Reed Hartman Hwy Ste 107
Cincinnati, OH 45242

This certificate is issued for information purposes only and con no rights on the certificate holder. It does not affirmatively negatively amend, extend, or otherwise alter the terms, exclusi and conditions of insurance coverage contained in the policy(indicated below. The terms and conditions of the policy(ies) gov the insurance coverage as applied to any given situation. Lir shown may have been reduced by claims paid. This certificat insurance does not constitute a contract between the issu insurer(s), authorized representative or producer and certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO LTR	Add'l Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
E	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Q40 2350989	4/23/23	4/23/24	EACH OCCURRENCE FIRE DAMAGE (Any One Fire) MED EXP (Any One Person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	X	**AUTOMOBILE LIABILITY** X "ANY AUTO" (OWNED, HIRED, NON-OWNED) ☐ OWNED ☐ HIRED ☐ NON-OWNED ☐ GARAGE	Q06 5330328	6/3/23	6/3/24	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ 1,000,000 $ 25,000 $
	X	**EXCESS LIABILITY** ☐ OCCURRENCE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q40 2350989	4/23/23	4/23/24	STATUTORY BODILY INJURY BY: ACCIDENT $ EACH ACCIDENT DISEASE $ POLICY LIMIT DISEASE $ EACH EMPLOYEE	
		OTHER Ltd Employers Liability				$1MM/$1MM/$1MM	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DEL ERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to th terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not conf rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER
Crown Pointe Remodeling LLC
10999 Reed Hartman Hwy
Cincin, OH 45242

AUTHORIZED REPRESENTATIVE
Kimberly Beach

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80074579

Crown Pointe Remodeling, LLC
10999 REED HARTMAN HWY STE 107
BLUE ASH OH 45242-8315

Period Specified Below
07/01/2023 to 07/01/2024

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

INTRODUCTION

Hi Fairfield,

Thank you for the opportunity to quote on this home improvement project. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. All employees are WCB and COR certified
5. **DOUBLE LIFETIME** Workmanship Warranty on complete projects - (See Terms & Conditions)

We don't want you to be personally liable should a worker happen to get injured therefore we maintain current WCB for all employees and crews. We carry two million liability insurance.

As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, complete an additional full inspection on your project to ensure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Keith Jackson I Solutions Consultant
ohiocpr.keith@gmail.com
5132076383

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

INSPECTION

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

PROVIA ENDURE

Description	Qty	Line total
Provia Endure Windows		
ProVia Endure Windows: It's not often that you have to purchase windows for your home, but when you do, you'll want options that make your home stand out. Homeowners seek windows that improve curb appeal while delivering the best in energy efficiency and comfort. ProVia's Endure vinyl windows offer the best in all those requirements, with unparalleled customizations combined with outstanding quality and energy efficiency. For Endure vinyl windows, ProVia chose the optimum levels of technology to make a window that will work continually at peak performance. Endure windows provide all that you would expect from high-performance ENERGY STAR®-certified vinyl windows, using much less energy to stay warm in the winter, cool in the summer, and providing more comfort all year round. Endure windows offer maximum energy efficiency, while displaying stunning beauty, living up to their expectations as the best vinyl windows.	1	$64,885.01
KEY FEATURES * Uncompromised durability and performance * Low maintenance * Superior weatherability * Outstanding color retention * More durable than competitive products * Exceeds standards for strength and color * Maximum number of options for window style, color, glass and more		
Section Total		**$64,885.01**

Description	Qty	Line total
Total Cost + Labor		
Please refer to attached for Specs and itemized cost	1	$24,937.50
Section Total		**$24,937.50**

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

Quote subtotal	$89,822.51
Total	$89,822.51

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

AUTHORIZATION PAGE

Provia Endure $89,822.51

Name: Fairfield Municipal
Address: 5350 Pleasant Ave, Fairfield, OH

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Crown Pointe Remodeling Payment Plan

	Description	Qty	Unit price	Line total
☐	CASH OPTION 50% Due upon Signing 25% Due upon Scheduling * This is once the product is in and we set the date to begin the project 25% Due upon Completion of Scope of Work			
☐	FINANCING Crown Pointe Remodeling Requires 30% Down for Most Financing Options			
☐	Additional cost due to unforseen issues/damage is possible. Any addditonal cost will be discussed with the homeowner before added to current Scope of Work			
☐	The anticipated start date is 14-16 weeks from the date on which all HOA permissions, permits, and other contingencies necessary to complete the project are obtained and the anticipated completion is 1 week from actual start date.			

Customer Comments / Notes

My Product Selections

Exterior Color

Interior Color

Fairfield Municipal:

Date:

You may cancel this contract from the day you enter into the contract until 3 days after you receive a copy of the contract. You do not need a reason to cancel. **You lose that right if you accept delivery of materials and allow the construction to begin. **

There are other grounds for extended cancellation. For more information, you may contact your state/territorial consumer affairs office.

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

TERMS AND CONDITIONS

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS of the signed contracted date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by Crown Pointe Remodeling, LLC of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Crown Pointe Remodeling, LLC at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of Crown Pointe Remodeling, LLC regarding the return shipment of the goods at Crown Pointe Remodeling's expenses and risk. If you do not make the goods available to Crown Pointe Remodeling, LLC and Crown Pointe Remodeling, LLC does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Crown Pointe Remodeling, LLC, or if you agree to return the goods to Crown Pointe Remodeling, LLC and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, email a signed and dated copy of this cancellation notice or any other written notice to info@CPR.Build

I understand that if any rotted and/or damaged wood is discovered during tear-off Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC reserves the right to replace this damage and bill me up to $200 in addition to the estimated cost below without notifying me in advance. Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC will call me for authorization if wood replacement will exceed $200.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC provides a 5-year Workmanship Warranty on portions of the project in which Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC fully replaced any existing products. All workmanship warranties will be reduced to one year when home owners have requested that full systems are not installed. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by Crown Pointe Roofing & Remodeling dba Crown Pointe Remodeling LLC. I agree that Crown Pointe Roofing & Remodeling dba of Crown Pointe Roofing & Remodeling dba of Crown Pointe Remodeling LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

I acknowledge that I have read and understand this page. Initials: _____

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

MAINTENANCE & CARE FOR YOUR VINYL WINDOW OR PATIO DOOR

KEY POINTS TO REMEMBER

1. Small scratches and nicks in the vinyl can occur. These small imperfections can be buffed out with a fine buffing compound suitable for vinyl surfaces.
2. Water can enter into the sill area of several different styles of windows. These windows are designed to capture this water before it enters your home and drain it to the outside. The presence of water in the sill of the window does not indicate a problem unless it has overflowed the window sill and into your interior sill or wall. If this has happened, check to make sure there is no debris in the window sill preventing water to drain through the drainage holes.
3. Condensation is often a result of high humidity in the home. If you have found condensation on your window or patio door, you must take steps to reduce the humidity level in your home by either adding a dehumidifier or using a kitchen exhaust fan to remove water vapors from cooking.

CARE AND MAINTENANCE

Maintenance of your window or patio door is important to keep it operating at its full potential. Here are some important steps to take throughout the year to keep your windows and doors looking beautiful.

1. Keep sill track clean of dirt and debris so water can flow freely to outside.
2. Keep all weep holes free of obstructions so water can flow freely to outside.
3. Inspect exterior caulking regularly and replace when necessary.
4. Clean and check operation of hardware and weather-stripping regularly and repair if necessary.
5. Keep weatherstrip clean of dirt and grit for proper seal. Wash with mild soap and water, rinse with water and wipe dry. Apply a light coat of wax (Lemon Pledge®) and wipe off excess.
6. Determine the source of any moisture that you see around your windows or doors and stop its entry and accumulation.
7. Immediately dry out any areas around your windows or doors that you observe are wet (immediate action is necessary to mitigate any damage to your home). The use of a dehumidifier, fan, or any warm air source will help dry out affected area.
8. Maintain relative humidity at moderate levels.

Vinyl Finish:

1. To clean, wash with mild soap and water. Heavy dirt and stains may require stronger cleaning compounds such as a vinyl siding cleaner. The surface can be wiped down with solvents such as turpentine, naphtha, nail polish remover (acetone) and alcohol. CAUTION: as some cleaners may mar or scratch vinyl.
2. Abrasive cleaners will scratch the surface and are not recommended.

Hardware:

1. Much like sterling silver even the finest brass will react naturally to the elements surrounding it. To maintain, polish with a nonabrasive automotive or furniture wax. By keeping your hardware cleaned and maintained you will be rewarded with a long-lasting finish.
2. Tighten screws when necessary.
3. Lightly oil as needed. Wipe off excess.

CAUTION: DO NOT USE paint thinners, lacquer thinner, gasoline, kerosene or any other harsh chemical to clean surfaces or hardware.

ProVia®
THE PROFESSIONAL WAY

DOORS | WINDOWS
SIDING | STONE | ROOFING

provia.com

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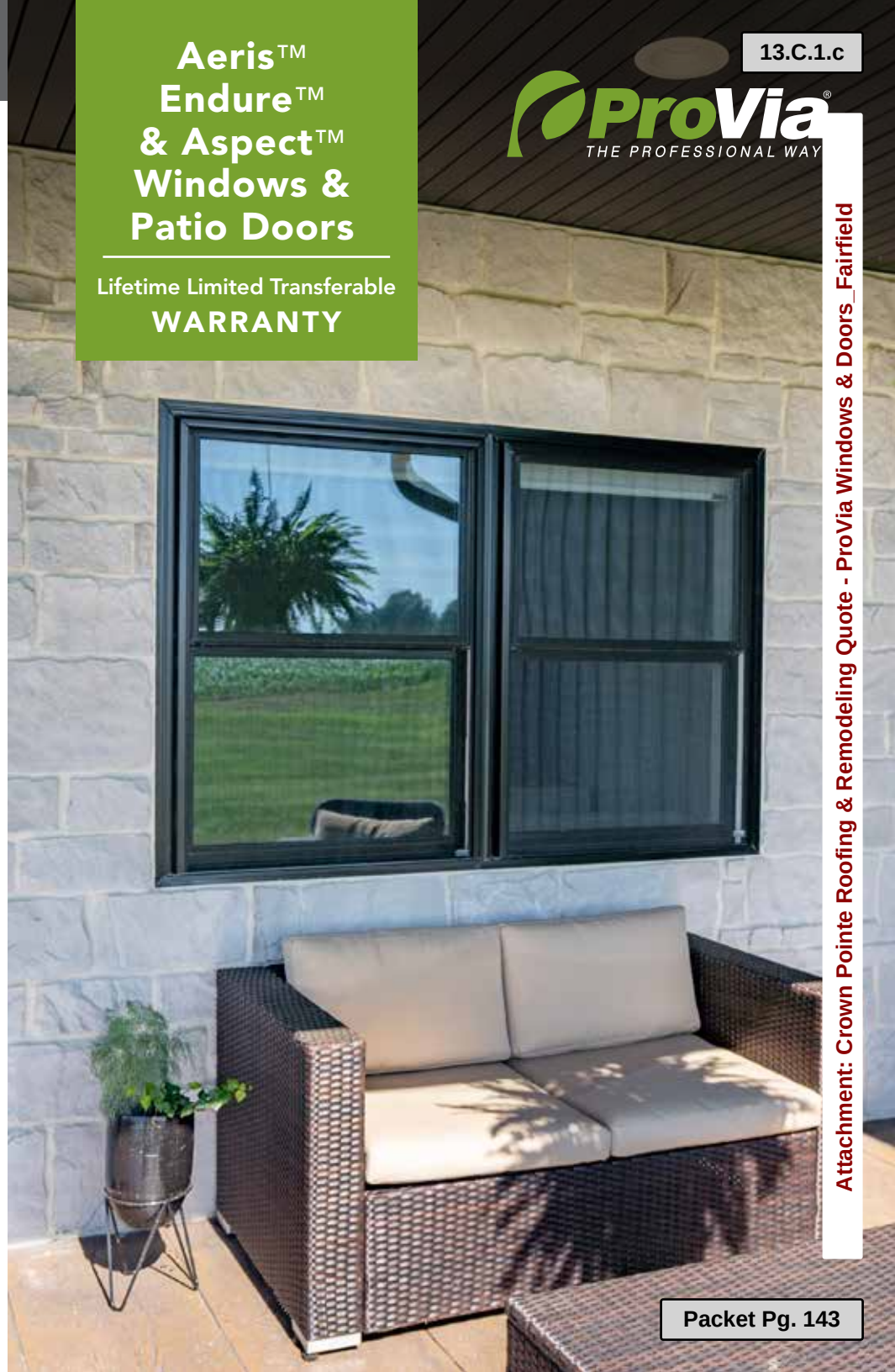
S-MK-03055-23 | 1/23

Aeris™ Endure™ & Aspect™ Windows & Patio Doors

Lifetime Limited Transferable WARRANTY



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ProVia®
THE PROFESSIONAL WAY

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield

PLEASE REMEMBER TO REGISTER YOUR WARRANTY

For all warranty-related matters, including registering and transferring an existing warranty, scan this QR Code or visit www.provia.com/warranty.

ProVia LLC, hereinafter "ProVia", warrants to the original consumer purchaser, that under normal use this product will be free from defects in material and workmanship for as long as the purchaser owns and lives in the single family residence, hereinafter "Home", in which the product was installed. The details of the warranty are as follows:

BASIC WINDOW OR PATIO DOOR UNIT - LIFETIME TRANSFERABLE

The rigid vinyl and factory-applied wood components of the window or patio door (not including factory installed jamb extensions), are warranted against chipping, cracking, peeling, pitting, blistering, warping or delamination for as long as you own and live in the Home in which the product was originally installed.

This warranty is transferable to one subsequent purchaser.

PAINT/STAIN FINISH - 15 YEAR / 10 YEAR

ProVia further warrants the factory-applied paint on exterior vinyl window components against cracking, pitting, peeling, blistering or suffering from non-uniform fading discoloration (non-uniform fading discoloration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty) and defects in material and workmanship for a period of fifteen (15) years from date of installation.

ProVia further warrants the factory-applied paint or stain finish on interior wood components against flaking, checking, blistering or peeling and defects in material and workmanship for a period of ten (10) years from date of installation. Damage to the paint or stain finish caused by condensation and normal wear are not covered.

HARDWARE - LIFETIME

ProVia further warrants the moving parts, such as balances on double-hung windows and locking mechanisms in all units, for as long as the original purchaser owns and lives in the Home in which the product was originally installed, if those parts are not free from defects in material and workmanship under conditions of normal use and wear.

PATIO DOOR HANDLES LIFETIME / 1 YEAR

ProVia further warrants all patio door handles with a Bright Brass, Satin Nickel or Aged Bronze finish against tarnishing for as long as you own and live in the Home in which the product was installed.

Patio door handles with a painted finish, Flat Bronze, Modern Bronze or Antique Brass finish are warranted against flaking, checking, blistering or peeling for a period of (1) year from date of installation.

INSULATED GLASS UTILIZING SUPER SPACER® - LIFETIME

ProVia further warrants the insulated glass units utilizing Super Spacer in its vinyl windows or patio doors against defects resulting in material obstruction of vision as the result of film formation between the interior glass surfaces caused by failure of the air-tight seal, for as long as the original purchaser owns and lives in the Home in which the product was originally installed. Small spots, marks, lint, and scratches not exceeding applicable glass manufacturing specifications imposed by Federal Specification 1036-90 will not constitute defects under this warranty.

INTERNAL BLINDS - 10 YEAR

Internal blind units are warranted against seal failure and defects in material and workmanship for a period of ten (10) years from date of installation.

GLASS BREAKAGE - LIFETIME

ProVia further warrants the insulated glass units utilizing Super Spacer in its vinyl windows or patio doors against breakage as follows: (1) If the glass in a properly registered and warranty covered unit breaks as the result of a manufacturing defect; (2) In the event of an accident in the Home that is not covered by insurance or is of an amount that is within the insurance policy deductible, ProVia will replace the glass free of charge, for as long as the original purchaser owns and lives in the Home in which it was originally installed.

Glass breakage is not covered for insulated glass units with internal blinds or insulated glass units in Garden Windows.

SCREENS - LIFETIME

Further, ProVia will replace under normal conditions of use, for as long as the original purchaser owns and lives in the Home in which the product was originally installed; for manufacturing defects, if the fiberglass, aluminum or stainless steel screening is not free from rotting, staining, or rusting. No warranty herein covers torn screen mesh caused by abnormal use, negligence, or other means not controlled by ProVia.

FLEXSCREENS - LIFETIME

Further, ProVia will replace under normal conditions of use, for as long as the original purchaser owns and lives in the Home in which the product was originally installed; for manufacturing defects, if the fiberglass screening is not free from rotting, staining, or rusting. No warranty herein covers torn screen mesh caused by abnormal use, negligence, or other means not controlled by ProVia.

BAY, BOW & GARDEN WINDOWS - 10 YEAR

Bay and Bow windows (frames and roof kits) and Garden Windows (frames, sashes, hardware and insulated glass units) are warranted against defects in material and workmanship for a period of ten (10) years from date of installation. Garden windows are not available in the Aeris series.

TRANSFERABLE WARRANTY

The Warranty on the basic window or patio door unit is transferable by the original purchaser to one subsequent purchaser for purchaser's personal residence provided the warranty transfer is completed within thirty (30) days after the date of transfer of ownership. Warranty transfers must be completed online at www.provia.com/warranty.

NON-RESIDENTIAL & MULTI-FAMILY APPLICATIONS

Where the structure in which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type recognized by law, a church, a school, a governmental or public authority, the time periods stated in this warranty shall be limited as follows: Basic Window or Patio Door Unit – 5 Year (non-transferable); Hardware - 1 Year; Insulated Glass – 10 Year (glass breakage not included); Internal Blinds – 5 Year; Screens – 5 Year; and Finishes – 1 Year.

COASTAL APPLICATIONS

For products that are installed in a Coastal region the time periods stated in this warranty shall be limited as follows: Non stainless steel hardware mechanisms in Casement Window & Patio Door units - 5 year mechanical warranty; Aged Bronze, Bright Brass or Satin Nickel Patio Door Handles – 10 Year Finish.

Definition of Coastal Regions: For information and maps of Coastal regions please go to www.provia.com/coastalwarranty.

WARRANTY CONDITIONS

No warranty herein covers natural weathering or fading of surfaces, torn screening, non-factory applied finishes (e.g. customer applied tints, films or paint finishes), damages resulting from customer applied tints, films or paint finishes, damages resulting from improper installation, abuse, negligence, abnormal or unreasonable use (including failure to provide reasonable and necessary maintenance), damage resulting from fire or lightning, windstorms, earthquakes, wind-borne objects, strain applied to the unit by movement of the building, inadequate provision for expansion or contraction of framing members, installation in ships or vehicles, installation outside the Continental United States, seal failure, if the seal has been subject to immersion in water, acts of God, or other causes beyond the control of ProVia except as expressly warranted, whether similar or dissimilar to the foregoing.

Condensation on units may occur as the natural result of humidity within the house or building area. This natural result may come from changes in interior or exterior temperatures and does not indicate a defect in the unit. This warranty does not cover condensation, nor frost or freezing from condensation on the unit.

On some installations, caulking is used to seal the frames or trim packages against water or air penetration. Caulking is not considered a part of the window or door, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the purchaser.

The procedure for obtaining performance of the obligations of this warranty is as follows: if you believe your unit to be defective, contact the contractor for inspection. If the contractor determines the unit or parts thereof to be defective, the manufacturer at its exclusive option will repair, provide a new product or part of a product after having determined that it does not conform to the limited warranties contained herein. The manufacturer reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, the manufacturer shall have the right to substitute a product that is of equal quality or value. The manufacturer will ship the replacement product or part to the nearest authorized dealer and the purchaser must pay for any and all labor necessary to install such product or part and for the transportation from the nearest authorized dealer to his/her residence.

Any claim must be accompanied by a copy of the Warranty certificate and a copy of the contract evidencing purchase of the ProVia products.

PROVIA SHALL NOT BE LIABLE TO PURCHASER FOR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGES OR LOSS TO OTHER PROPERTY OR EQUIPMENT, LOSS OF USE, OR CLAIMS OF SERVICE INTERRUPTION, FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTIES ON ITS PRODUCT.

PURCHASER'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF DEFECTIVE FINISH, COMPONENTS, OR PARTS, ALL AS PROVIDED HEREIN. IN ANY EVENT, THE LIABILITY OF PROVIA WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION OR TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY WINDOW, PATIO DOOR, COMPONENT OR PART COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE WINDOW, PATIO DOOR, PART OR COMPONENT ON WHICH SUCH LIABILITY IS BASED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to purchaser.

THIS WRITING CONTAINS THE ENTIRE AGREEMENT BETWEEN PROVIA AND PURCHASER. DEALERS, CONTRACTORS, APPLICATORS, OR DISTRIBUTORS OF PROVIA PRODUCTS HAVE NO AUTHORITY TO GIVE WARRANTIES ON PROVIA'S BEHALF, THAT ARE DIFFERENT FROM OR EXCEED THOSE LISTED HEREIN. PURCHASER SHOULD THEREFORE EXAMINE THIS LIMITED WARRANTY CAREFULLY.

ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE TERMS HEREOF.

Some states do not allow limitations on how long an implied warranty lasts; so the above limitations may not apply to purchaser.

This Lifetime Limited Warranty extends only to the windows and/or patio doors which were originally installed in your Home or other structure as recorded on the warranty registration and shall not be valid or enforceable if you cannot prove that the windows and/or patio doors were so installed. To establish a record of your purchase please register your warranty online at www.provia.com/warranty.

Important Note: Failure to fill out the online warranty registration form will not affect your rights under the warranty if you can show the date of purchase and the location the windows and/or patio doors were installed in a reasonable way. (Your receipt of purchase and the receipt from the contractor who made the installation in your Home showing the address is one such way. Please keep them in a safe place.)

This warranty gives purchaser specific legal rights and he or she may also have other rights which vary from state to state.

12/15/2022 - Ver 1.0

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield

WARRANTY

This document guarantees that, in the event of a defect in workmanship related to the services provided by Crown Point Roofing & Remodeling, operating under the trade name Crown Pointe Remodeling LLC, occurring within the double lifetime of ownership (for both the original owner and the subsequent homeowner), Crown Pointe Roofing & Remodeling will undertake necessary repairs within the original project's scope of work at no cost to the customer.
This warranty, characterized by a double lifetime span, is transferable once during the ownership period. It should be noted that the warranty ceases to be effective once the second homeowner vacates the property. The coverage, however, excludes normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not warrant an insurance claim.
The extended warranty specifically applies to sections of the project where Crown Pointe Roofing & Remodeling fully replaced existing products and does not encompass repairs or services performed by another contractor. Defects in the building materials utilized for the project are not covered under this workmanship warranty; any such defects will be subject to the original manufacturer's product warranty.

Customer
Fairfield Municipal

Project address
5350 Pleasant Ave, Fairfield, OH

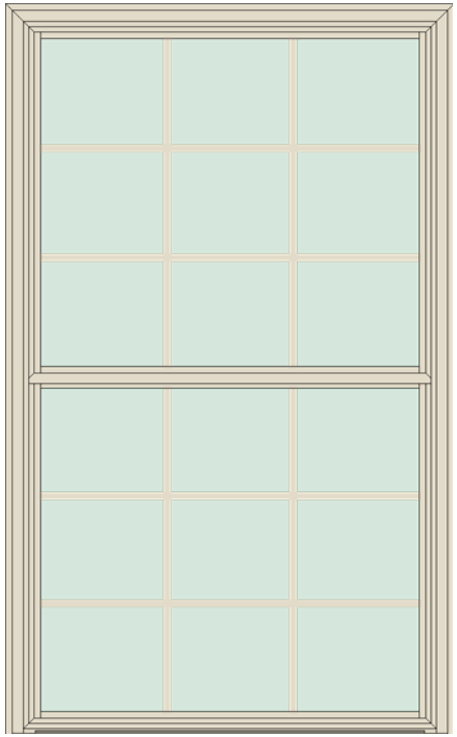
Date Project Completed
-

Thank you again for choosing Crown Pointe Roofing & Remodeling to complete work on your property. We trust you had a great customer experience!

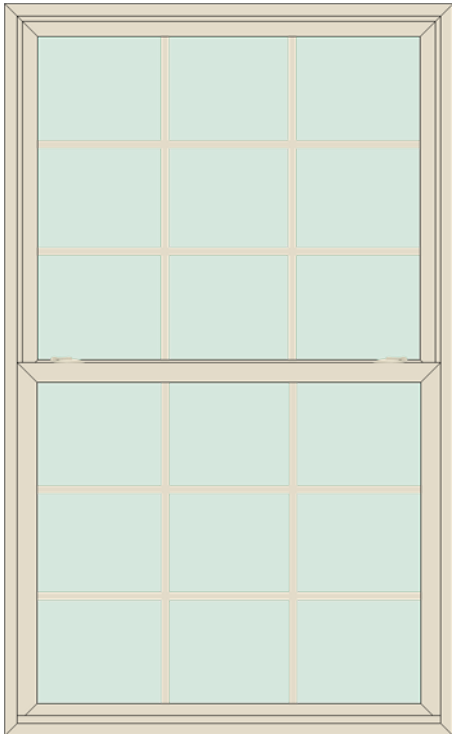
Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield Municipal_5350 Pleasant Ave (4095 : 2024-2025

YOUR PROFESSIONAL-CLASS PRODUCT

Endure EN600 Series 601 - Double Hung



OUTSIDE VIEW



INSIDE VIEW

ProVia
THE PROFESSIONAL WAY
877.389.0835
2150 State Route 39
Sugarcreek, OH 44681

QUOTE INFORMATION

Job: Fairfield Municipal
Tag: Dh/Triple Argon
Qty: 57

DETAILS

Endure Window - EN600 Series
601 - Double Hung
Beige
FineLine
Opening Size: 43" x 70"
Unit Size: 42 1/2" x 69 1/2"
Constant Force Roller Tilt Balance System
Snap-In Frame Sash Stops
Double Profile DA Locks
Beige Vent Locks
Beige Hardware
INNERGY Thermal Sash Reinforcement
Extruded Bottom Screen (Beige) with BetterVue Screen Mesh
Graphite Foam Insulation
Polyfoam Wrap (Four-sided)
Sill Extender
ComforTech TLA-UV-HC
Double Strength Glass
1" IG Thickness
Colonial (Standard) Contoured Grid - 2V x 2H
Beige Grids

Sell Price: $68,013.20 ($1,193.21 per one)
Tax - 7.5%: $5,100.99
Labor / Installation: $24,937.50
Total: $98,051.69

INFORMATION AND WARNINGS

Hard Coat Low-E is on glass surface #6 and requires care when cleaning. See the linked knowledge base article for more information and cleaning instructions.
High Quantity Order - Please confirm that quantity is correct.

Installation Instructions

SIZING

Opening Width Range:	42 3/4" to 43"
Opening Height Range:	69 3/4" to 70"
Window Size:	42 1/2" x 69 1/2"
United Inches:	113
Egress Size:	37 1/2" x 26 23/32"
Egress Square Foot:	6.9646
Egress Meets Criteria:	Yes
Top Sash Size:	38 1/2" x 33 5/16"
Top Glass Size:	36 11/16" x 31 9/16" x 1"
Top Glass Viewable Size:	35 11/16" x 30 9/16"
Bottom Sash Size:	39 1/2" x 34 5/16"
Bottom Glass Size:	36 11/16" x 31 9/16" x 1"
Bottom Glass Viewable Size:	35 11/16" x 30 9/16"
Bottom Screen:	39" x 34 3/4"

Structural

Product: Vinyl Double Hung
Cert #: 462-H-001.01
Class: LC-PG50
Max Test Size: 44" x 75"
Test Std: AAMA/WDMA/CSA 101/1.S.2/A440-11

WINDOW & DOOR MANUFACTURERS ASSOCIATION
WDMA
Hallmark Certification

ENERGY

ENERGY PERFORMANCE RATINGS

U-Factor (U.S/I-P)	Solar Heat Gain Coefficient
0.23	0.17

ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance	Condensation Resistance
0.36	51.00

Air Infiltration (cfm/ft2)
<= 0.05

ENERGY STAR
North-Central / South-Central / Southern Regions

Attachment: Crown Pointe Roofing & Remodeling Quote - ProVia Windows & Doors_Fairfield

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE, SUMBIT AND ACCEPT THE 2024-2025 ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) 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, submit and accept the 2024-2025 Energy Efficiency and Conservation Block Grant (EECBG) application and accept the grant award in accordance with the application 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 grant application be submitted in a timely manner to the US DOE; 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\EECBG-ORD

Attachment: EECBG-ORD (4095 : 2024-2025 Energy Efficiency and Conservation Block Grant)

City Council Ordinance
Regular Meeting - October 28, 2024

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

Subject:
Amendment to Wage & Salary Ordinance

Legislation Title:
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.

Background/Synopsis:

The Collective Bargaining Agreement (CBA) with IUOE Local #20 expired February 28, 2023. An agreement was recently reached and approved by both the Union and City Council, however, the CBA is not yet fully signed. The wage adjustments include:

- **Retroactive Increases:** The agreement includes retroactive wage increases of 2.5% effective March 1, 2023, and March 1, 2024.
- **Future Increase:** A 2.5% wage increase will be implemented upon the execution of a successor bargaining agreement or March 1, 2025, whichever is later.
- **Equity Adjustment – Maintenance Electricians:** To address market competitiveness and retention concerns, a one-time equity adjustment of $1.50 per step was approved for Maintenance Electricians. This adjustment brings their pay in line with comparable jurisdictions and addresses a recent near-loss of a mechanic to the City of Hamilton.

Financial Impact:

Funding is provided under the auspices of the approved 2024 Operating Budget.

Emergency Provision Explanation:

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Hourly Wage Ord 10-28-2024

ORDINANCE NO. _____

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.

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

Sec. 1 Ordinance No.119-24 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No.119-24 are shown in bold, with deletions in brackets.

Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance.

Sec. 3 The terms of the agreements of each bargaining unit of the City shall apply to all members of the bargaining unit, whether or not they are members of the union which represents that bargaining unit.

Sec. 4 All rates establish by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.

Sec.5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Civil Service Commission

One (1) Clerk of Commission (PT)		12.00-22.00 per hour

B. Special Appropriations

One (1) Clerk I		22.54-26.48 per hour
Two (2) Clerks (PT)		10.45-19.75 per hour
One (1) Human Resources Assistant (PT)		12.00-22.00 per hour

C. City Council

One (1) Clerk of Council (PT)		26.19-36.67 per hour

Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		38.15-39.71 per hour
One (1) Heating Inspector*		38.15-39.71 per hour
One (1) Electrical Inspector*		38.15-39.71 per hour
One (1) Clerk II		27.26-28.97 per hour
One (1) Clerk I		22.54-26.48 per hour
Three (3) Zoning Inspector/Clerks		27.26-28.97 per hour
One (1) Zoning Inspector/Clerk (PT)		10.45-19.75 per hour
One (1) Plans Reviewer (PT)		10.45-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)		10.45-37.07 per hour

*****Additional certifications in Building, Heating and/or Electrical other than that required in classification, add $1.00 per hour.

Attachment: Hourly Wage Ord 10-28-2024 [Revision 1] (4099 : Amendment to Wage & Salary Ordinance)

Sec. 7 In the Finance Department are the following classifications of jobs and rates of pay:

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		27.26-28.97 per hour
Four (4) Account Clerk I		22.54-26.48 per hour
Three (3) Clerk (PT)		10.45-19.75 per hour

B. Income Tax

One (1) Account Clerk II*		27.26-28.97 per hour
Four (4) Account Clerk I		22.54-26.48 per hour
One (1) Clerks (PT)		10.45-19.75 per hour

*Crew Leader position established to receive an additional $.50 per hour.

Sec. 8 In the Police Department are the following classifications of jobs and rates of pay:

Ten (10) Sergeants		49.34-53.29 per hour
Fifty-Two (52) Police Officers*		33.75-46.91 per hour
Sixteen (16) Dispatchers **/****		26.17-30.36 per hour
Eight (8) Dispatchers (PT)		26.17-30.36 per hour
Four (4) Clerk II***		27.26-28.97 per hour
Four (4) Clerk I		22.54-26.48 per hour
One (1) Body Camera Analyst (PT)		12.00-27.84 per hour
One (1) Animal Control Officer		23.09-27.06 per hour
One (1) Animal Control Officer (PT)		23.09-27.06 per hour
One (1) Park Ranger***		28.13-30.52 per hour
Five (5) Park Rangers (PT)		28.13-30.52 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)		10.45-19.75 per hour

* A Police Officer assigned as Field Training Officer for a new Officer will be paid an additional $2.00 per hour for hours worked in the company of the new Officer as long as the Field Training Officer remains responsible for the training of the new Officer.

** Dispatchers assigned training responsibilities will be paid an additional $1.75 per hour for the duration of the assignment.

*** Crew Leader position established to receive an additional $.50 per hour.

**** Appointed Dispatch Foreman will be paid $36.28 per hour.

Sec. 9 In the Fire Department are the following classifications of jobs and rates of pay:

Three (3) Battalion Chiefs		37.88-40.25 per hour
Three (3) Captains		35.96-38.21 per hour
Six (6) Lieutenants**(See note below)		34.03-37.25 per hour
Nine (9) Fire Apparatus Operators*****		31.59-35.91 per hour
Forty-Five (45) Firefighter/Paramedics*/**		21.94-34.58 per hour
One (1) Life Safety Inspector		43.05-48.93 per hour
Seventy-Five (75) Firefighter/EMT (PT)****		17.84-20.20 per hour
Two (2) Safety Inspectors (PT)		12.00-22.00 per hour
One (1) Clerk II		27.26-28.97 per hour

*Additional $1.75 per hour paid when serving as Acting Lieutenant.
**Additional $2.00 per hour paid when serving as Acting Captain.
****Additional $.50 per hour when assigned to Medic Unit.
*****Additional $1.00 per hour when serving as Acting FOA

Attachment: Hourly Wage Ord 10-28-2024 [Revision 1] (4099 : Amendment to Wage & Salary Ordinance)

Sec. 10 In the Department of Public Works are the following classifications of jobs and rates of pay:

A. Construction Services

One (1) Clerk II		27.26-28.97 per hour
One (1) Construction Inspector*	**[~~36.16-37.61~~]**	**37.99-39.51** per hour
Two (2) Sidewalk Inspectors (PT)		10.45-19.75 per hour

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	$.25	Class I Wastewater Collection	$.25
Class II Water Distribution	$.50	Class II Wastewater Collection	$.50

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst	**[~~36.17-37.61~~]**	**38.00-39.51 per hour**

C. Facilities Maintenance

One (1) Custodial Worker*		24.09-26.75 per hour
Two (2) Maintenance Worker/Laborer**		25.46-35.41 per hour
One (1) Maintenance Electrician	**[~~29.94-35.73~~]**	**33.03-39.11 per hour**

*Crew Leader position established to receive an additional $.50 per hour.
**Crew Leader positions established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.

D. Division of Streets and Grounds

Twenty-Nine (29) Maintenance Worker/ Laborers **/***		25.46-35.41 per hour
Fifteen (15) Laborers (Temp/PT)		10.45-19.75 per hour
One (1) Clerk II		27.26-28.97 per hour

**Crew Leader positions established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.
***Traffic Signal Technician appointed by management to receive an additional $1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*/**		29.23-34.12 per hour
One (1) Clerk II		27.26-28.97 per hour

* Mechanic Foreman position to receive an additional $1.45 per hour and Crew Leader position to receive an additional $.50 per hour.
****** Mechanic E receives an additional $.50/hr, Mechanic F receives an additional $1.25/hr and Mechanic G receives an additional $2.25/hr.

Attachment: Hourly Wage Ord 10-28-2024 [Revision 1] (4099 : Amendment to Wage & Salary Ordinance)

Sec. 11 In the Department of Parks & Recreation there are the following classifications of jobs and rates of pay.

A. Administration and Recreation

One (1) Clerk II**		27.26-28.97 per hour
One (1) Clerk I		22.54-26.48 per hour
Five (5) Clerks (PT)		10.45-19.75 per hour
Six (6) Recreation Programmers (PT)		10.45-22.70 per hour
One (1) Farmer's Market Supervisor (PT)		10.45-22.70 per hour
Four (4) Facility Attendants (PT)		10.45-19.75 per hour
Five (5) Cashiers (PT)		10.45-19.75 per hour
Forty (40) Recreation Leaders (PT)		10.45-19.75 per hour

**Crew Leader position(s) established to receive an additional $.50 per hour.

B. **B.** Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)		10.45-22.70 per hour
Eight (8) Cashiers (PT)		10.45-19.75 per hour

C. **C**. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)		10.45-22.70 per hour
Two (2) Senior Lifeguards (Temp)		10.45-19.75 per hour
Forty-Four (44) Lifeguards (Temp)		10.45-19.75 per hour
Two (2) Cashiers (PT)		10.45-19.75 per hour

D. **D**. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		27.01-33.56 per hour
One (1) Greenskeeper*		31.41-34.34 per hour
Seventeen (17) Laborers (Temp/PT)		10.45-19.75 per hour
Four (4) Pro Shop Supervisors (PT)		10.45-22.70 per hour
Fifty (50) Cashiers (PT)		10.45-19.75 per hour

*Crew Leader position established to receive an additional $.50 per hour.
**Crew Leader position(s) established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.

Sec. 12 In the Department of Public Utilities are the following classifications of jobs and rates of pay:

A. Wastewater Division

One (1) Clerk II		27.26-28.97 per ho**ur**
Two (2) Laboratory Technicians ****	~~**[25.35-37.05]**~~	**26.63-38.93 per hour**
One (1) Construction Inspector*	~~**[36.16-37.61]**~~	**37.99-39.51 per hour**
Sixteen (16) Operator/Maintenance Workers */* **	~~**[25.67-35.86]**~~	**26.97-37.68 per hour**
One (1) Maintenance Electrician	~~**[29.94-35.73]**~~	**33.03-39.11 per hour**
Two (2) Laborers (PT)		10.45-19.75 per hour

Attachment: Hourly Wage Ord 10-28-2024 [Revision 1] (4099 : Amendment to Wage & Salary Ordinance)

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	$.25	Class I Wastewater Collection	$.25
Class II Water Distribution	$.50	Class II Wastewater Collection	$.50

***Chief Operator, Maintenance Foreman and Collection Foreman to receive $1.50 over their regular rate of pay. Assistant Collection Foreman and Assistant Maintenance Foreman to receive $.75 per hour added to their regular rate of pay. Crew Leader position(s) established to receive an additional $.30 per hour.

****Laboratory Technicians with Class III Water Plant Operator License or Voluntary Wastewater Lab Certifications to receive an additional $.50 per hour each. Lab Supervisor to receive $1.25 per hour in addition to regular rate of pay.

B. Water Division

One (1) Clerk II		27.26-28.97 per hour
Seventeen (17) Operator/Maintenance Workers*		27.01-39.48 per hour
One (1) Maintenance Electrician		29.94-35.73 per hour
Two (2) Laborers (PT)		10.45-19.75 per hour

Sec. 13 There shall be established a labor pool of temporary or part-time employees who will be eligible to work at any time within the duration of this Ordinance. These temporary/part-time employees may work in any City department and their wages will be charged to the department to which they are assigned. The following temporary or part-time positions are established.

Twenty-Five (25) Employees (Temp or PT)		10.45-19.75 per hour

Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.

Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized in this Ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Attachment: Hourly Wage Ord 10-28-2024 [Revision 1] (4099 : Amendment to Wage & Salary Ordinance)

Sec. 16 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner, 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

Attachment: Hourly Wage Ord 10-28-2024 [Revision 1] (4099 : Amendment to Wage & Salary Ordinance)

City Council Ordinance
Regular Meeting - October 28, 2024

Submitted by: Chris Hacker,
Submitting Department: Finance

Subject:
Supplemental 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" - Supplemental Appropriations.

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

Background/Synopsis:
On September 9, 2024, legislation was passed for the establishment of the Sustainability Fund. This fund is a critical component of the City's Sustainability Plan, and with current projects identified, monies need to be transferred from the General Fund so that they may be taken forward. The Building and Zoning Division has need for additional funds for building permit plan review and inspections. These services are necessary to meet demand for professional and timely commercial and residential permitting and the exceptional customer service levels the City of Fairfield provides. The Finance Department, Utilities Collections Division has need for additional funds for refunds. Butler County Environmental Services processes sewer for some areas receiving Water service from the City of Fairfield. The City invoices for both water and sewer, and issues reimbursement payments to the County for these services. This request for additional funds is offset by a corresponding increase in Sewer Revenues, which are 15% (projected $1.3M) over the 2024 budget. Koch foods opened a new plant in 2024 and consumption has drastically increased, with monthly reimbursement payments to Butler County increasing by 44% in the past 12 months. The following budget appropriations of funds are recommended:

From:	Unappropriated General Fund:		$1,010,000
To:	10015523-233900	Other Professional Services:	$10,000
To:	10012527-271000	Transfer To: (Sustainability Fund)	$1,000,000
From:	Unappropriated Sewer Revenue Fund:		$750,000
To:	62121227-275000	Refunds:	$750,000

Financial Impact:
Supplemental Appropriations are required in the following amounts: Unappropriated General Fund - $1,010,000, Unappropriated Sewer Surplus Fund - $750,000.00.

Emergency Provision Explanation:

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. SUPPLEMENTAL APP-ORD

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 General Fund**	**$1,010,000**
To:	10012527-271000 Transfer To (416 Sustainability Fund)	$1,000,000
To:	10015523-233900 Other Professional Services	$10,000
From:	**Unappropriated Sewer Revenue Fund**	**$750,000**
To:	62021227-275000 Refunds	$750,000

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\SUPPLEMENTAL APP-ORD

Attachment: SUPPLEMENTAL APP-ORD (4102 : Supplemental Appropriations)

City Council Ordinance
Regular Meeting - October 28, 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.

$540,100 for concrete curb and sidewalk program (Public Works - existing contract);
$350,000 for powered medical cots and stair chairs (Fire).

Financial Impact: $890,100.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. ContractualAppropriations.102824
2. CONTRACTUAL 10-28-ORD

City Council Ordinance
Regular Meeting - October 28, 2024

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
2024 Concrete Program Construction Change Order for Route 4 Sidew

Legislation Title:
2024 Concrete Curb Program and Concrete Sidewalk Program Construction Change Order for Route 4 Sidewalk

Recommendation:
It is recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amounts shown in the financial impact section for this project.

Background/Synopsis:

This funding is for sidewalk on Route 4 from Ross Road to South Gilmore Road; Holden to Jungle Jim's property; and between Boehm Drive and Camelot Drive. Exact extents of sidewalk will depend on the quantities as field measured.

The estimated quantity of sidewalk for the project is 6300 feet. Unit prices were bid for the 2024 Curb and Sidewalk Program under which this project will be completed. Work not completed in 2024 will be completed in the spring using 2025 bid prices

Public Works advertised this project and bids were opened on February 5, 2024 for the 2024 Concrete Curb and Sidewalk Project. Four (4) bids were received.

The lowest and best bidder was Prus Construction Company of Cincinnati, Ohio.

Financial Impact:

Total funding $540,100.00 from the Butler County ARPA funding.

Emergency Provision Explanation:

An emergency provision and suspension of rules is requested in order to have Prus begin work in November.

Rule Suspension Requested:
Yes

Emergency Provision Needed:

Attachment: ContractualAppropriations.102824 (4108 : Contractual Appropriations)

Yes

Attachments:
1. Roesch to Ross Exhibit
2. S Gilmore to Roesch Exhibit

Attachment: ContractualAppropriations.102824 (4108 : Contractual Appropriations)

FAIRFIELD
PUBLIC WORKS

City of Fairfield
Route 4 Sidewalk Gap
Roesch to Ross
Butler County, Ohio

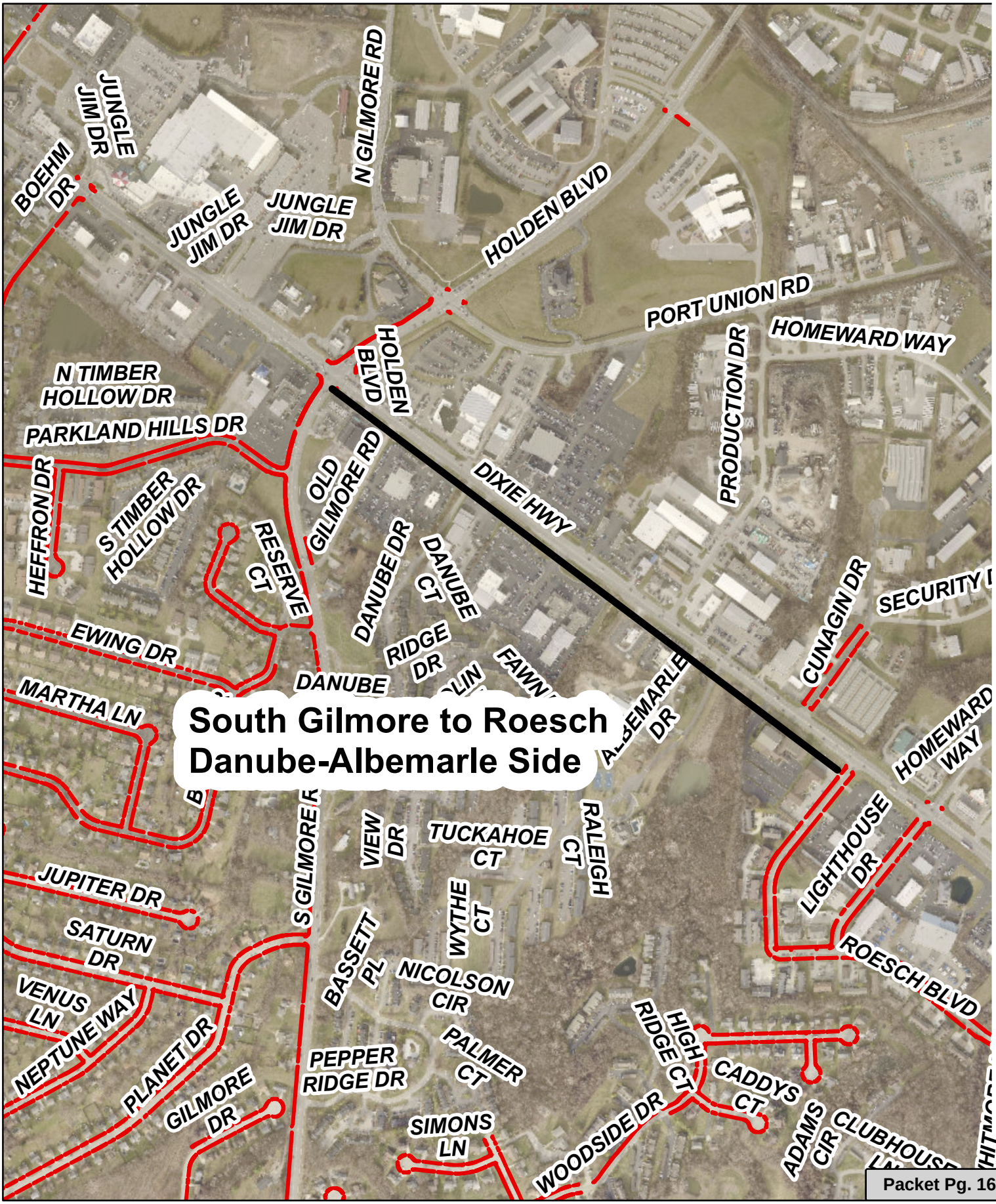
NOT TO SCALE

Attachment: ContractualAppropriations.102824 (4108 : Contractual Appropriations)

FAIRFIELD
PUBLIC WORKS

City of Fairfield
Route 4 Sidewalk Gap
S. Gilmore to Roesch
Butler County, Ohio

NOT TO SCALE



Attachment: ContractualAppropriations.102824 (4108 : 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**	**$350,000**
To:	40216025-253200 Capital Equipment	$350,000
	(5FD01 Power Cots and Stair Chairs)	
From:	**Unappropriated Butler County ARPA Fund**	**$540,100**
To:	26816025-252000 Improvements other than Building	$540,100
	(Route 4 Sidewalk Installations)	

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\CONTRACTUAL 10-28-ORD

Attachment: CONTRACTUAL 10-28-ORD (4108 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - October 28, 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:

$3,600 for Polymer Feed Pump (Public Utilities - Wastewater Division);
$17,500 for Street Light Installation Program (Public Works);
$12,000 for Overhead Door Structural Repairs (Public Utilities - Water Division);
$8,950 for Elisha Morgan Mansion roof (Parks & Recreation);
$14,200 for pool heater replacement (Parks & Recreation);
$74,994 for installation of energy-efficient windows at Municipal Building;
$75,000 for Public Art Fund grant.

Financial Impact: $206,244.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.102824
2. NONCONTRACTUAL 10-28-ORD

City Council Information Item
Regular Meeting - October 28, 2024

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Wastewater Division Polymer Feed Pump

Legislation Title:
Wastewater Division Polymer Feed Pump

Background/Synopsis:

In the Solids Handling Wastewater Treatment Process, Waste Activated Sludge is thickened by removing water in order to increase solids content before it is anaerobically digested. The Wastewater Division utilizes a Gravity Belt Thickener (GBT) in order to achieve this initiative. Waste sludge with a solids content of 0.5% is pumped to the GBT where a chemical (cationic polymer) is introduced to the sludge to promote solids and water separation. The sludge then flows across a porous 2 meter belt and runs through a series of plows. Separated water flows through the porous belt, which is sent back to the head of the treatment process for treatment, resulting in a sludge with a solids content of 4-5%. The thickened sludge is then pumped to the anaerobic digesters for further treatment.

The requested appropriation is for the purchase of new Gravity Belt Polymer Feed Pump. The pump will be utilized as a spare pump in the event the existing pump fails.

A cost estimate for the pump has been attached for review.

Financial Impact:

An appropriation in the amount of $3,600.00 is being requested for the purchase of a Gravity Belt Polymer Feed Pump.

Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project 4WW06, Pump Overhaul/Replacement Program. The funding source is the Sewer Surplus Fund, 624.

Attachments:
1. Fairfield Ohio WWTP Prominent Spare Pump 9-26-2024

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

13.D.4.a

The Henry P. Thompson Company Est. 1910
-a UFT Company-

1046 Techne Center Drive, Milford, Ohio 45150-1183
Office: (513) 248-3200

QUOTATION

TO:	Fairfield, City of 5350 Pleasant Avenue Fairfield, OH 45014	**DATE:**	09-26-2024
		QUOTE #:	119150
		DESC:	
		JOB:	Fairfield Ohio WWTP Prominent Spare Pump
		LOCATION:	
ATTN:	Randy Hassler	**PHONE:**	
		EMAIL:	rhassler@fairfield-city.org

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF HP THOMPSON.

☒ F.O.B. FACTORY
☐ F.F.A. TO FIRST DESTINATION

Fairfield Ohio WWTP Prominent Spare Pump

Line #	Qty	Item	Unit Price	Price
01	1	GXLAUS1020PVT4V000UVC030EN00 - Prominent Neat Polymer Pump for ProMix S 300X2-3.00DA (SN 2023049796) gamma/XL The gamma/ XL is a microprocessor-based solenoid-driven metering pump with predictive intelligence covering a capacity range of 0.006 GPD at 363 PSIG to 21.1 GPH at 29 PSIG (depending on pump version). Thanks to its controlled solenoid drive with sensor-free pressure measurement, it detects hydraulic faults even in the case of minimal deviations ☐ immediately and optimally matching its output to the pressure conditions and properties of the medium while protecting the pump and piping systems from overload situations. A ProMinent® control cable is required for external control. Capacity: * 5,18GPH; 19,6L/H * 145PSI; 10BAR Selected Options: * Product Line: gamma XL - pump version A * Region: North America * Version: 5.18 gph (19.6 l/h), 145 psi * Liquid end materials: PVDF/PVDF * Diaphragm/seals: st.diaphragm/PTFE seal * Liquid end version: HV w/o. valve, w. valvespr. * Hydraulic connections: 1/2" MNPT USA * Diaphragm rupture indicator: w/o. * Version: Standard * Logo: Standard with Logo * Electrical connection: universal 100-240V * Cable and plug: USA 115V, 5m * Relay, pre-set: Fault relay 24V, 1A + 4-20 mA * Accessories: w/o. accessories * Control variant: manual+cont.w.PulseCont.+anal. * Communication interface: w/o. * Language: English * Approvals: without * Documentation: English	$3,200.00	$3,200.00
			Total for Above Equipment:	**$3,200.00**

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

Notes and Clarifications:	

(Tax Rate 0.000%) Total Tax:	**$0.00**
Grand Total:	**$3,200.00**
Notes:	

HP THOMPSON

Scott Myers - Myers,Scott@hpthompson.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

THE HENRY P. THOMPSON COMPANY
TERMS AND CONDITIONS OF SALE

The following Terms and Conditions are an integral part of The Henry P. Thompson Company's offer to sell the equipment and/or services offered in this proposal.

PRICES: Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

DELIVERY: While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

INTERPRETATION: Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

MODIFICATIONS: This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

PERFORMANCE: The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

TERMS OF PAYMENT AND FAILURE TO PAY: Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

CANCELLATION: Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be accessed.

AUTHORITY OF SELLER'S AGENTS: No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

ASSIGNMENT - DELEGATION: No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

EXPRESS WARRANTIES: **Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer.** It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.

APPLICABLE LAW: the Uniform Commercial Code shall govern This Contract. Whenever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

CONSEQUENTIAL DAMAGES: **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.**

CLERICAL ERRORS: We are not responsible for printer’s errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
Seller:	Buyer:
The Henry P. Thompson Company By: _____ Name: _____ Title_____ Date: _____	 By: _____ Name: _____ Title: _____ Date: _____

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - October 28, 2024

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation of funding for 2024 Street Light Installation Program

Legislation Title:
Appropriation of funding for 2024 Street Light Installation Program

Recommendation:
It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $17,500.00 from the Capital Improvement Fund for this project.

Background/Synopsis:

This is an annual expenditure, funded in the Capital Improvement Program. Often, the Public Works Department and/or the Police Department receive requests for additional street lights.

Costs covered are primarily for contracted work by Duke Energy or Butler Rural for the installation of street lights and infrastructure needed for street lighting.

The project is programmed in the 2024-2028 CIP as 4PW11.

Financial Impact:

$17,500.00 from the Capital Improvement Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - October 28, 2024

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Water Division Overhead Door Structural Repairs

Legislation Title:
Water Division Overhead Door Structural Repairs

Background/Synopsis:

The City's Water Treatment Plant is one of the City's most critical assets. The operation protects public health by providing safe drinking water and also adequate quantities of water to fight fires. The Plant utilizes cascade aerators at the start of the drinking water treatment process in order to raise the pH of the water and to off gas gases such as hydrogen sulfide and carbon dioxide.

The requested appropriation is for structural repairs for an overhead door located at the Water Treatment Plant. The door/structural material, located below the cascade aerators, has experienced significant corrosion due to the aeration treatment process and has become a safety hazard.

A cost estimate from H&H Structural to make overhead door structural repairs with use of noncorrosive materials, minus potential masonry work, is included for review. Potential masonry work will be handled with use of operation budget funds.

Financial Impact:

An appropriation in the amount of $12,000.00 is being requested to make necessary structural repairs to an overhead door located at the Water Treatment Plant.
Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project 4WT15, Building Improvements. The funding source is the Water Replacement Fund, 604.

Attachments:
1. overhead door

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

Alisha Wilson

From: Gary <hhstructural@aol.com>
Sent: Tuesday, October 15, 2024 4:16 PM
To: Jason Hunold
Subject: overhead door

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

The price to take down the door and stack on site, remove the existing metal trim on the top of the opening and jambs, remove all the old block on top of the opening
, install a new hot galvanize lintel beam , relay the block, install new 3/16" galvanized covers over the jambs and re-install door would be about $17,731.00
We have $7,500 in the price for the masonry part.
When you take the steel down and if all the block doesn't have to be removed it could same a large amount of money.
Sorry for the delay

Gary Hart
H&H STRUCTURAL CONTRACTING INC.
3245 PROFIT DR. FAIRFIELD, OHIO
45014 513-874-8764 OFFICE
513-535-6792 CELL

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - October 28, 2024

Submitted by: Amanda Brock,
Submitting Department: Parks

Subject:
Elisha Morgan Roof

Legislation Title:
Non-Contractual Appropriation for Roof to be painted at Elisha Morgan

Recommendation:
It is recommended that City Council authorize an appropriation of $8,950.00 from the Capital Fund for the painting of the Elisha Morgan Mansion roof as detailed in the attach quote.

Background/Synopsis:

This project aims to eliminate all dirt from the current roof and apply a roof coating to the entire roof, gutters, and around all flashings. The coating will closely match the existing color.

The funding for this project is programmed in the 2024-2028 as CIP 4PR21.

Financial Impact:

$8,950.00 from the Capital Fund as CIP 4PR21.

Explanation of Emergency Provisions:

Not Applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Elisha Morgan Shelter Estimate

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

DON SNIDER ROOFING LLC
6840 YANKEE ROAD
MIDDLETOWN, OHIO 45044
OFFICE 513-777-5581/FAX 513-777-1923

donsniderroofing@yahoo.com
donsniderroofing.com

PROPOSAL

September 11, 2024

Rodney Jones
City Of Fairfield
6181 Ross Rd
Fairfield, Ohio 45014
513-304-8835} rjones@fairfield-city.org

Don Snider Roofing proposes the following work to be done at the above address:

- Lightly pressure wash to remove all dirt and loose coating as needed.
- Apply GE Enduris High Solids Roof Coating (100% silicone) to the entire roof and all box gutters, around all flashings, and penetrations.
- Match existing color as close as possible which is a tan

Total Price $8,950.00
Payment due upon completion.

Any problems or questions please feel free to contact Don directly at 513-383-9278.
If accepted please sign and fax, mail, or email back at your earliest convenience.

Sincerely,
Don Snider
Don Snider Roofing LLC

X_____
SIGNATURE

X_____
DATE

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - October 28, 2024

Submitted by: Amanda Brock,
Submitting Department: Parks

Subject:
Pool Heater Replacement

Legislation Title:
Non-Contractual Appropriation for Pool Heaters at Aquatic Center

Recommendation:
It is recommended that City Council authorize an appropriation of $14,200.00 from the Capital Fund for the purchase of 3 new heaters as detailed in the attached quote. The rest of the funding for the project will come out of the aquatic center operating budget.

Background/Synopsis:

This project involves purchasing 3 new Lochinvar Pool Heaters to replace the existing ones heaters at the aquatic center.

Funding for this project is programmed in the 2024-20248 as CIP 4RC06.

Financial Impact:

$14,200.00 from the Capital Fund as CIP 4RC06 with the remaining amount of the project coming from the aquatic center operating fund.

Explanation of Emergency Provision:

Not Applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Fairfield Heater Replacement (1)

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

SWIMSAFE POOL MANAGEMENT

POOL REPAIR PROPOSAL

Fairfield Aquatic Center

This Swimming Pool Renovation or Repair Agreement (the "Agreement") is made and entered into on this day:October 17 ,2024(the Effective Date") by and between SWIMSAFE POOL MANAGEMENT, INC. ("SSPM"), an Ohio Corporation, and Fairfield Aquatic Center("Client").

This offer will lapse if not executed by the Client and returned to SSPM within 30 days.

Description	Price	Initial
Install (3) Lochinvar 402A Pool Heater	$18,900.00	_____

- Supply new Lochinvar 402 ASME w CuNi heat exchanger pool heater
- Modify piping as needed to accommodate new heater
- Install heater near wall inside pump room
- Connect to existing natural gas piping
- Add Floviz flowmeter
- Complete State of Ohio boiler permit

No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, or additional fees (if required) are included in this proposal.
Terms: 50% due upon approval, remainder due upon completion Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay per terms, an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue monthly interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

_____ _____ _____

Signature of Client | Print name | Date

community ASSOCIATIONS INSTITUTE

CERTIFIED POOL•SPA OPERATOR CPO

Fast 55

APSP The Association of Pool & Spa Professionals REFLECT SUCCESS

Attachment: NonContractualAppropriations.102824 (4107 : Non-Contractual Appropriations)

107 Commerce Blvd. • Loveland, OH 45140 • 513.403.3912 • jakegrace@swimsafepool.com • www.swimsafepool.com

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**	**$40,650**
To:	40216025-252000 Improvements other than Building *(4PW11 Street Light Installations)*	$17,500
To:	40216025-254000 Building Improvements *(4PR21 Parks Facilities Maintenance [$8,950]) (4RC06 Aquatic Center Repairs [$14,200])*	$23,150
From:	**Unappropriated Sewer Surplus Fund**	**$3,600**
To:	62416024-241200 Non Capital Equipment *(4WW06 Pump Replacement Program)*	$3,600
From:	**Unappropriated Water Replacement & Improvement Fund**	**$12,000**
To:	60416025-254000 Building Improvements *(4WT15 Building Improvements)*	$12,000
From:	**Unappropriated Transformative Economic Development Fund**	**$75,000**
To:	41416027-271500 Funding Grants *(Public Art Fund at Fairfield Community Foundation)*	$75,000
From:	**Unappropriated Sustainability Fund**	**$74,994**
To:	41616025-254000 Building Improvements *(Replacement Windows at Municipal Building)*	$74,994

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

Attachment: NONCONTRACTUAL 10-28-ORD (4107 : Non-Contractual Appropriations)

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 10-28-ORD

Attachment: NONCONTRACTUAL 10-28-ORD (4107 : Non-Contractual Appropriations)