

Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 25, 2021 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

1. COUNCIL-MANAGER BRIEFING

A. 5:30 PM - 2022 Operating Budget Review

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held October 12, 2021

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

B. DEVELOPMENT SERVICES COMMITTEE

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

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Benzing Planned Unit Development.
 - Motion - Amend to accept conditions of approval in Planning Commission recommendation (see attached)
 - Legislation - Second Reading
2. Ordinance to amend Sections 1133.01 (63.2), 1169.02 (e), 1173.02 (b) and 1173.03 and add new Sections 1133.01 (79.1) and 1173.02 (f) of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, relative to definitions, M-1 Industrial Park District Conditional Uses, M-2 General Industrial District Conditional Uses and Accessory Uses.
 - Legislation - Hold Second Reading pending Planning Commission recommendation
3. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the City Barbeque Restaurant as part of the Stockton Station Planned Unit Development.
 - Motion - Amend to accept conditions of approval in Planning Commission recommendation (see attached)
 - Legislation - Second Reading

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC WORKS COMMITTEE

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

F. PUBLIC UTILITIES COMMITTEE

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

G. FINANCE & BUDGET COMMITTEE

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

11. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to execute the FY 2022 Community Development Block Grant (CDBG) application and agreement with Butler County, Ohio and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the Acting City Manager to execute an Amendment to a Community Reinvestment Area Agreement and an Amendment to a Community Reinvestment Area Compensation Agreement, which will provide amended property tax incentives for The Fischer Group, Inc. and Fischer Investments SouthWest for the expansion to its campus located on Bohlke Boulevard and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to enter into an agreement with the MetroParks of Butler County for the in-kind partnership for nature programming and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

C. PUBLIC SAFETY COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to execute an agreement for indigent legal representation for 2022 in the Fairfield Municipal Court with the Butler County Public Defender Commission/Butler County Board of Commissioners and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC UTILITIES COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to enter into a contract with Hazen and Sawyer for Engineering Services related to Aeration System Improvements at the City's Wastewater Treatment Plant.
 - Legislation - First Reading

- Motion - Suspend Second and Third Readings
- Motion - Adoption

E. FINANCE & BUDGET COMMITTEE

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

1. An ordinance authorizing the redemption of \$960,000 of various purpose refunding bonds, of the City of Fairfield, County of Butler, State of Ohio; Authorizing the payment of the redemption price and related costs; Authorizing documents necessary to effectuate such redemption; and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 53-21 and all amendments thereto and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Contractual Appropriations: \$65,000 for project management, preliminary engineering and geo-technical investigation services for the City’s Wastewater Treatment Plant Aeration System Improvement project.

 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Non-Contractual Appropriations: \$9,300 for Seward Tank Water Mixing System; \$5,000 for Water Treatment Plant: Raw Water Well 3 and 8 SCADA Integration; \$12,800 for Water Treatment Plant: Raw Water Pipe Insulation; \$20,000 for 6760 Dixie Highway demolition; \$35,000 for Wastewater Treatment Plant: Primary Clarifier Tank 3 and 4 overhaul; \$10,000 for Wastewater Division Instrumentation Equipment; \$17,000 for Wastewater Treatment Plant Collection Garage Multi-Purpose Room.

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

12. MEETING SCHEDULE

- A. Monday, November 8 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, December 6 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
October 12, 2021**

Council-Manager Briefing

A. None

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Senger led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

None.

Special Presentations and Citizen Comments

None.

Public Hearing(s)

Joint Public Hearing - City Barbeque

Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

Mayor Miller opened the Joint Public Hearing at 7:03 PM. Clerk Wilson called the roll for Planning Commission. Commissioners present: Scott Lepsky, Martin Medler, Melissa O'Brien, Don Hassler, Gwen Ritchie and Bill Woeste. Commissioner Lepsky, seconded by Commissioner O'Brien, moved to excuse Commissioner Begley. Motion carried 6-0. Clerk Wilson read the meeting notice. Planning Manager Erin Lynn presented the plans for the proposed new City Barbeque restaurant. See attached slides. Mayor Miller closed the public hearing at 7:14 PM.

Approval of Minutes

The Regular Meeting Minutes of September 27, 2021 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

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

Development Services Committee

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

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Benzing Planned Unit Development.

Recommendation:

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

Second Reading held pending Planning Commission recommendation.

RESULT:	TABLED [UNANIMOUS]	Next: 10/25/2021 7:00 PM
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott	

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

Recommendation:

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

Second Reading held pending Planning Commission recommendation

RESULT:	TABLED [UNANIMOUS]	Next: 10/25/2021 7:00 PM
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott	

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the City Barbeque Restaurant as part of the Stockton Station Planned Unit Development.

Recommendation:

Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

It is recommended that City Council have a first reading on this item at the September 27, 2021 meeting, set the joint public hearing for October 12, and await the written recommendation from the Planning Commission.

Second Reading held pending Planning Commission recommendation.

RESULT:	TABLED [UNANIMOUS]	Next: 10/25/2021 7:00 PM
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott	

Parks, Recreation and Environment Committee

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

Public Safety Committee

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

Public Works Committee

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

Public Utilities Committee

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

Finance & Budget Committee

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

Ordinance to adopt new section 143.09 of Chapter 143 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to age requirements for Police Personnel

Recommendation:

It is recommended that City Council adopt Ordinance 143.09 extending the age limit for original appointment as a Police Officer for the Fairfield Police Department up to age 45 to those with prior Police service credit.

Councilmember Abbott presented the third reading of this ordinance.

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

NEW BUSINESS

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

Community & Public Relations Committee

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

Simple Motion: Motion to approve the December 2021 Meeting Schedule for City Council Meetings.

Recommendation:

It is recommended that Council, via simple motion, approve the December 2021 meeting schedule. City Council will meet on the first and second Mondays of December, December 6th and December 13th, 2021, for regular meetings.

SIMPLE MOTION NO. 19-21. APPROVED 7-0.

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

Parks, Recreation and Environment Committee

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

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to enter into a contract with Alpha Demolition, Inc. for the Harbin Park Overlook Construction Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with Alpha Demolition, and appropriate project funding in the amount of \$576,800.00 for the Harbin Park Overlook Construction Project. Rules suspension is being requested in order to expedite the project in order to meet the June 2022 deadline for the State Capital funding agreement.

ORDINANCE NO. 118-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to execute a contract with CXT Buildings (LB Foster) for the purchase of the Harbin Park Restroom structure and declaring an emergency.

Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with CXT Buildings (LB Foster) and approve an appropriation in the amount of \$296,752.00, which is the price of the structure, delivery and contingency. Rules suspension is being requested in order to expedite the purchase due to the 60-day price quote and to coordinate delivery with the construction. The purchase of this equipment is programmed in the 2021 CIP as 1PR10 through the Federal Purchasing Contract with Sourcwell Direct Purchasing Contract #030117-CXT.

ORDINANCE NO. 119-21. APPROVED 7-0.

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

Public Works Committee

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

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to enter into a contract with Morton Salt, Inc. for the purchase of road salt.

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Morton Salt, Incorporated for the purchase of road salt.

ORDINANCE NO. 120-21. APPROVED 7-0.

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

Finance & Budget Committee

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Terry Senger, Councilmember, 3rd Ward
AYES: Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to authorize the Acting City Manager to enter into a contract with CBTS Technology Solutions LLC for the purchase of network hardware and declaring an emergency

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation for the appropriation of \$57,350 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

ORDINANCE NO. 121-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Terry Senger, Councilmember, 3rd Ward
AYES: Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to Amend Ordinance no. 109-20 Entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021 and ending December 31, 2021." - Supplemental Appropriations

Recommendation:

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

ORDINANCE NO. 122-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

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

Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Recommendation:

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

ORDINANCE NO. 123-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Recommendation:

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

ORDINANCE NO. 124-21. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, October 25th - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 8th - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, November 22nd - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

None.

14. ADJOURNMENT

The Regular Meeting adjourned at 7:30 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

PUBLIC HEARING

City Barbeque

October 12, 2021

City Barbeque— final development plan



City Barbeque— final development plan

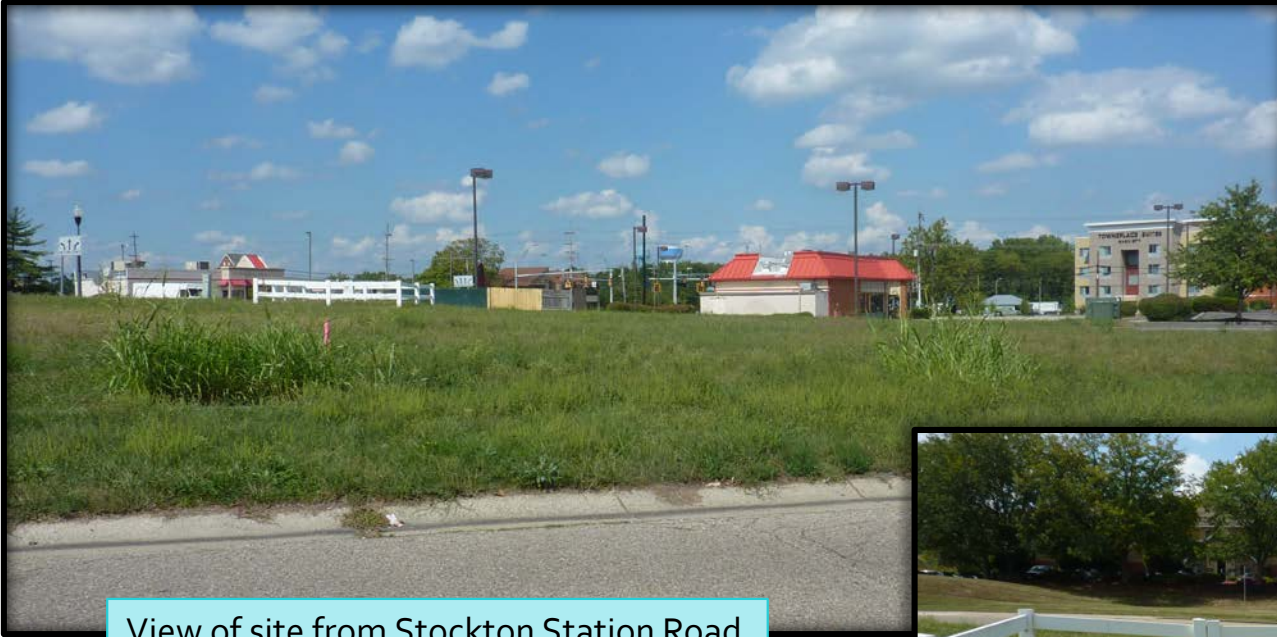
View of site from Dixie Hwy.



View of site from Seward Rd.



City Barbeque— final development plan

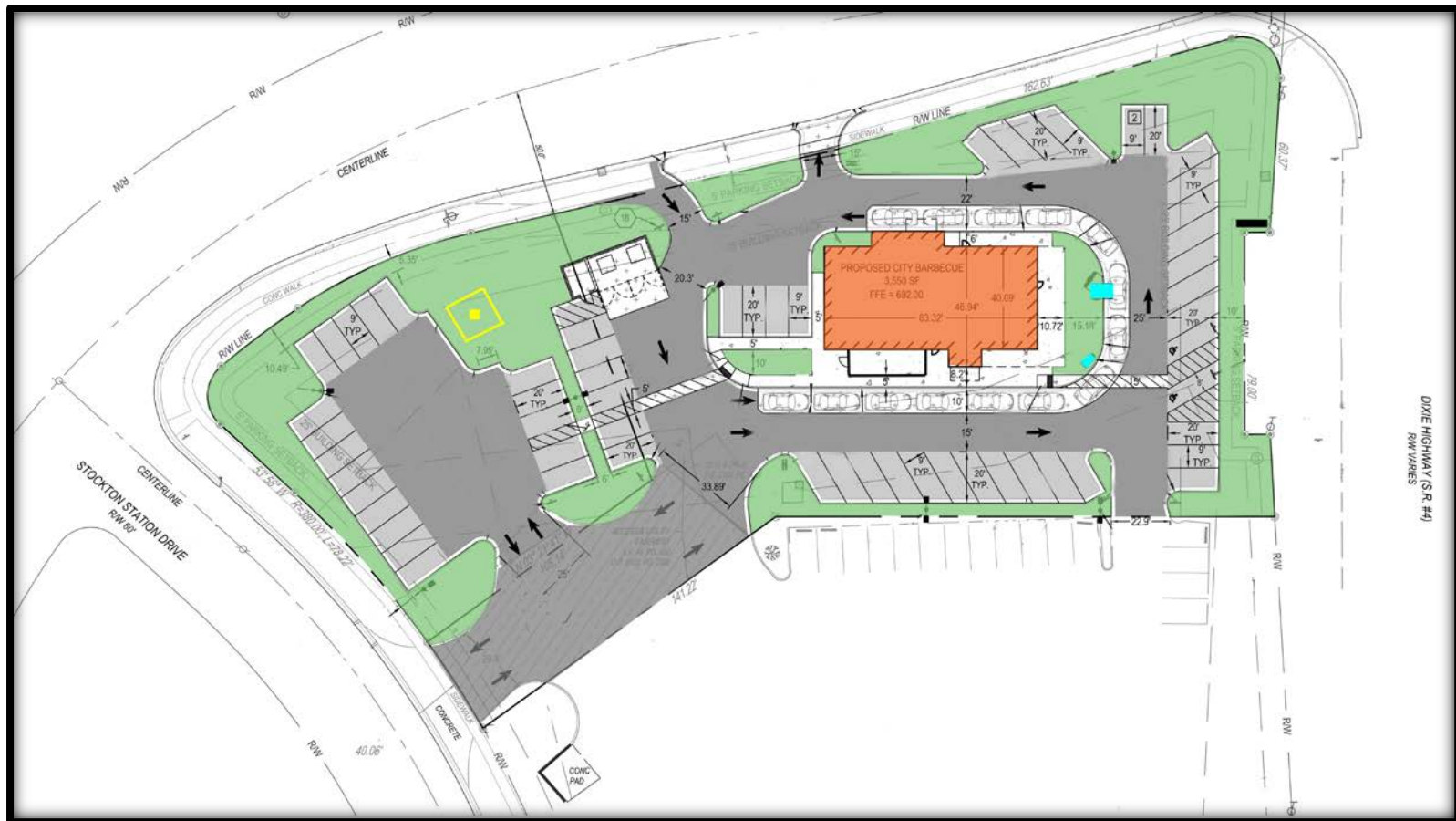


View of site from Stockton Station Road

View of Cemetery



City Barbeque— final development plan



Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

City Barbeque— final development plan



Minutes Acceptance: Minutes of Oct 12, 2021 7:00 PM (Approval of Minutes)

Schedule

- Public Hearing – October 12 at 7:00 PM
- Planning Commission – October 13 at 6:00 PM
- Second Reading – October 25 At 7:00 PM *
- Third Reading – November 8 At 7:00 PM *

* Dates may be delayed depending upon the outcome of Planning Commission.

QUESTIONS OR COMMENTS?



City Council Ordinance
Regular Meeting - October 25, 2021

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

Subject:

Benzing Concept Plan

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Benzing Planned Unit Development.

Recommendation:

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

Background/Synopsis:

The applicant is proposing to build a residential development consisting of 20 duplexes (40 units) and 24 single-family houses. The sizes and dimensions of the single family lots are smaller than the minimum size permitted in Fairfield. 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 is part of the original 32-acre parcel located at the northeast corner of Mack and South Gilmore Roads commonly known as the Benzing property. The site is adjacent to Mercy Health - Fairfield Hospital and is currently zoned B-1, Institutions and Office District. The applicant is not requesting to rezone the remaining 12 acres that front on Mack Road.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Benzing_council letter aerial

2. Site Plan_8.30.21
3. Benzing Concept Plan-Ord
4. Benzing Estates PC Rec 10-14-21_signed



10.B.1.a

An aerial photograph of a residential neighborhood. A large, irregularly shaped vacant lot is outlined with a red border. The lot is mostly brown and tan, with some dark, dense vegetation in the upper left portion. To the left of the lot is a residential street with many houses. To the right is another residential street with some commercial buildings, including one labeled 'HOSPITAL'. The lot is bounded by S Gilmore Rd to the west and Mack Rd to the south. Other streets visible include Whitney Ln, Gilmore Dr, Flag Dr, and Twin Lakes Dr.

Attachment:

Packet Pg. 24

Item	Revision Description	Date	Drawn: Cnk:
1			
2			
3			
4			
5			
6			
7			
8			

PRELIMINARY

BENZING PROPERTY

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

DEVIEN CONNEDT DI ANI

Attachment: Site Plan_8.30.21 (2952 : Benzing Concept Plan)



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:	21-011
Drawn by:	T
Checked By:	
Issue Date:	8-18
Sheet:	

1/1

Packet Pg. 25



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT PLAN FOR THE BENZING 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 1141.02, is hereby amended by changing the zoning classification of Part Lot 464 being approximately 20 acres of land on the east side of South Gilmore, approximately 600 feet north of Mack Road from its present B-1, Institutions and Office District, by approving the concept plan for the Benzing 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

Attachment: Benzing Concept Plan-Ord (2952 : Benzing Concept Plan)

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Benzing Concept Plan-Ord

Attachment: Benzing Concept Plan-Ord (2952 : Benzing Concept Plan)



DEPARTMENTAL CORRESPONDENCE

To: Mayor Miller and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 10/14/2021

Please be advised that at the Planning Commission meeting held on Wednesday, October 13, 2021, the Planning Commission voted 7-0 to recommend approval, with conditions, of the Concept Plan for the Benzing Estates Planned Unit Development. Please see the attached conditions of approval.

A handwritten signature in blue ink, appearing to read "Scott Lepsky", is written over a horizontal line.

Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Don Bennett, Acting City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Department

Attachment: Benzing Estates PC Rec 10-14-21_signed (2952 : Benzing Concept Plan)

CONDITIONS OF APPROVAL

1. If the Final Development Plan application is not be submitted within one year from City Council approval of the Concept Plan, the site will revert back to the original B-1 Zoning District.
2. The duplexes and single-family houses are to be architecturally diverse and include a variety of styles, materials and colors. Front yard setbacks are to be varied in order to avoid long stretches of straight lines. Each duplex should be designed so the garages are off-set in order to avoid a “garage-dominated” appearance.
3. The entire development shall be maintained by a Homeowners Association, including all privately-owned individual lots.
4. The development is required to follow the subdivision platting procedures located in the Planning and Zoning Code. The Final Development Plan shall also be the Preliminary Plat for the subdivision.
5. A tree preservation plan shall be submitted with the Final Development Plan application. The applicant shall preserve as much of the existing vegetation on site as possible. The existing vegetation along the north property line shall remain.
6. A landscape plan shall be submitted with the Final Development Plan application, which includes the following items:
 - a) Landscaping at the entrance of the development along with a subdivision sign. This should include screening for Lots 1 and 64 to buffer from South Gilmore Road. This area shall be irrigated.
 - b) Landscape screening behind lots 34-36 that will buffer the lots from South Gilmore Road.
 - c) Landscape screening along the east property line to provide a buffer from Mercy Health Fairfield Hospital. The applicant shall work with Development Services Staff to determine the best type of screening that is compatible with the final grade.
 - d) A street tree plan shall be designed in collaboration with Development Services Staff to determine the best locations.
7. All utilities are to be located underground.
8. The retention basin shall have a decorative fountain to provide aeration.
9. Decorative street light poles are required for all streets in the development.
10. The existing farm fence along South Gilmore Road shall be removed.

Recommended transportation-related conditions of approval

11. A left turn lane into the development shall be installed for southbound traffic. The turn lane should be 50 feet long with 330-foot tapers on both sides of the turn lane.
12. A center lane located beyond the southbound left turn lane shall be extended by 100 additional feet to provide refuge for left-turning vehicles in the center of the road. This would allow vehicles exiting Benzing Estates to complete the left turn in two movements.
13. The street within the development that intersects with South Gilmore shall be designed at a higher elevation than South Gilmore to help improve sight distance.

14. Due to the limited site distance in this section of South Gilmore, roadway signage is required to be installed by the developer warning drivers of the subdivision entrance.
15. In conformance with Fairfield Connects, the city-wide connectivity plan, a five-foot sidewalk shall be constructed along the entire length of South Gilmore Road.
16. 50 feet of right-of-way measured from the center of the road shall be dedicated along with a 10-foot utility easement behind the right-of-way.
17. The left turn lane and the South Gilmore Road sidewalk construction should be incorporated into the larger 2024 roadway widening project. This is not to absolve the developer of responsibility to construct these improvements, but rather to maximize efficiencies and ensure the best final product.
18. Traffic exiting Benzing Estates shall be restricted to right turns only until the South Gilmore improvements are completed in 2024.



City Council Ordinance
Regular Meeting - October 25, 2021

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

Subject:

Amendment to Planning and Zoning Code

Legislation Title:

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

Recommendation:

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

Background/Synopsis:

It is necessary to update various provisions of the code to clarify existing zoning regulations. Code elements that are being reviewed include an addition to the Definitions section defining Trucking Terminal and a modification to the Definitions section to rename Motor Vehicle Storage Yard to Motor Vehicle Tow Yard to better reflect the definition.

Financial Impact:

There is no financial impact with this request.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. M-1 zoning regs
2. REV_M-2 zoning regs
3. REV_1133_DEFINITIONS
4. Amend Planning Zoning-Ord

CHAPTER 1169
M-1 Industrial Park District

- 1169.01 Principal permitted uses.
- 1169.02 Conditional uses.
- 1169.03 Accessory uses.
- 1169.04 Required conditions.
- 1169.05 Prohibited uses.
- 1169.06 Lot area, frontage and yard requirements.
- 1169.07 Height regulations.

CROSS REFERENCES

Exceptions and modifications - see P. & Z. Ch. 1180

Off-street loading and parking - see P. & Z. Ch. 1183

Signs - see P. & Z. Ch. 1187

Nonconforming uses - see P. & Z. Ch. 1198

1169.01 PRINCIPAL PERMITTED USES.

No building, structure, or land shall be erected, altered, enlarged or used which is arranged or designed for other than one of the following uses except as provided in Chapter 1198.

- (a) Warehousing for Storage, Wholesale or Distribution and Trucking Terminal. Warehouses for the storage, wholesale or distribution of merchandise and materials, manufactured products, supplies, equipment and trucking or motor freight stations or terminals, carting, expressing or hauling establishments, contractor and building material yards, providing no such uses are conducted within 200 feet of any A or R District.
(Ord. 123-18. Passed 12-3-18.)
- (b) Laboratory. Experimental film or testing laboratories, provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.
- (c) Manufacturing. The manufacturing, compounding, processing, packaging and assembling of products, such as:
 - (1) Bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food and meat products, except fish, sauerkraut, vinegar, yeast and the rendering or refining of fats or oils.
 - (2) Products from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal, except where presses over twenty tons rated capacity are

- employed, shell, textiles, tobacco, wax, wood, except where saw and planning mills are employed, yarns.
- (3) Musical instruments, toys, novelties, rubber or metal stamps and other small rubber products.
- (4) Electrical and electric appliances, instruments and devices, television sets, radios, phonographs.
- (5) Electric and neon signs, billboards and other commercial advertising structures; light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.
- (d) Public Utility. Public utility buildings and structures, including storage yards.
(Ord. 114-19. Passed 12-2-19.)

1169.02 CONDITIONAL USES.

The following uses shall be permitted only if expressly authorized by the Planning Commission.

- (a) Foundry. Casting of lightweight nonferrous metals for electric foundry not causing noxious or offensive conditions.
- (b) Heliport. As restricted by the Federal Aviation Authority.
- (c) Retail and Service. Any retail business or service establishment determined by the Commission to have been clearly demonstrated as necessary to serve the needs of the industrial park area, including restaurants, cocktail lounges, motels, banks and business or professional offices.
- (d) Motor Vehicle Repair Garage.
- (e) Motor Vehicle ~~Storage~~ **TOW** Yard.
(Ord. 114-19. Passed 12-2-19.)

1169.03 ACCESSORY USES.

Accessory uses, buildings or structures customarily incidental to any principal permitted or conditional use shall be permitted in conjunction with such use including off-street parking facilities subject to the provisions of Chapter 1183.

Signs. As regulated and defined in Chapter 1187.
(Ord. 114-19. Passed 12-2-19.)

1169.04 REQUIRED CONDITIONS.

Processes and equipment employed in goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, fumes, noise, vibration, refuse matter or water carried waste.

Closed Buildings. All businesses, services or processing shall be conducted wholly within a completely enclosed building except for loading and unloading operations and accessory off-street parking.
(Ord. 114-19. Passed 12-2-19.)

1169.05 PROHIBITED USES.

(a) Dwelling. Dwellings and residences of any kind; trailer parks, schools, hospitals, clinics and other institutions for human care, except where incidental to a permitted principal use; provided, however, that any of the aforesaid uses legally existing in the M-1 District at the time of the adoption of the Zoning Ordinance or any amendment thereto, shall not be classified as a nonconforming use as defined in Section 1133.01(a)(64) and shall not be subject to the provisions of Chapter 1198.

(b) Offensive Uses. No use shall be permitted or authorized to be established or maintained which, when conducted under adequate conditions and safeguards, in compliance with the provisions of the Zoning Ordinance and any additional conditions or requirements prescribed by the Planning Commission is, or may become, hazardous, noxious or offensive due to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibration, beat frequency, refuse matter or water carried waste.
(Ord. 114-19. Passed 12-2-19.)

1169.06 LOT AREA, FRONTAGE AND YARD REQUIREMENTS.

The following minimum requirements shall be observed, except as provided in Chapter 1180.

(a) Nonresidential Use.

- (1) Front yard. The minimum required front yard shall be fifty feet. A strip adjacent to the front street lot line and having a minimum depth of twenty feet shall be appropriately landscaped and maintained except for designated pedestrian, vehicular and utility accessways. The remainder of the front yard may be used for off-street automobile parking.
- (2) Side yards.
 - A. The minimum required side yard shall be six feet; however, a designated fire lane fifteen feet wide shall be provided on one side of the building for interior lots. When adjoining an A or R District, the minimum required side yard shall be not less than fifty feet, of which fifteen feet must be designated as a fire lane. A street side yard shall be a minimum of thirty feet, appropriately landscaped and maintained except for designated pedestrian, vehicular and utility accessways.
 - B. Fire separations for high hazard buildings shall be in accord with Chapter 69 Industrial Buildings of the Ohio Building Code.
 - C. On a corner lot, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of two and one-half and ten feet above the center line grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along such street lines fifty feet from the point of intersection.

- (b) Residential Use. Dwellings or other residential buildings are not permitted in M-1 District. Existing dwellings in case of reconstruction shall be the same as required in the R-1 District.
- (c) Lot Area. The minimum lot area shall be 10,000 square feet.
- (d) Screening and Buffering.

<u>Zone</u>	<u>Use</u>	<u>Buffering (Horizontal Dimension)</u>	<u>Screening (Vertical Screen Dimension)</u>
M-1	Industrial	30' adjoining R-3, R-4 40' adjoining R-0, R-1, R-2	6' adjoining A and R Districts

(Ord. 114-19. Passed 12-2-19.)

1169.07 HEIGHT REGULATIONS.

Within 200 feet of any A or R District, no structure shall exceed three stories or fifty feet in height, except as provided in Section 1180.02 and except when expressly authorized as a conditional use by the Planning Commission.
(Ord. 114-19. Passed 12-2-19.)

CHAPTER 1173 M-2 General Industrial District

- 1173.01 Principal permitted uses.
- 1173.02 Conditional uses.
- 1173.03 Accessory uses.
- 1173.04 Required conditions.
- 1173.05 Prohibited uses.
- 1173.06 Height regulations.
- 1173.07 Lot area, frontage and yard requirements.

CROSS REFERENCES

Exceptions and modifications - see P. & Z. Ch. 1180

Signs - see P. & Z. Ch. 1187

Nonconforming uses - see P. & Z. Ch. 1198

1173.01 PRINCIPAL PERMITTED USES.

No building, structure or land shall be erected, altered, enlarged or used which is arranged or designed for other than one of the following uses except as provided in Chapter 1198.

- (a) General. All uses permitted and as regulated in the M-1 District, except as modified herein.
- (b) Uses 100 Feet From A or R District. The following uses are permitted provided no part of a building occupied by such uses shall have any opening other than stationary windows or required fire exits within 100 feet of any A or R District.
 - (1) Blacksmith, welding or other metal working shop, excluding punch presses over twenty tons rated capacity, drop hammers and other noise-producing machine operated tools; machine shops.
 - (2) Foundry, casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
 - (3) Bag, carpet and rag cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
 - (4) Ice manufacturing and cold storage plant; creamery or bottling plant.
- (c) Uses 200 Feet From A or R District. The following uses are permitted when located not less than 200 feet from any A or R District:
 - (1) Inflammable liquids, underground storage only, not to exceed 25,000 gallons.
 - (2) Building material sales yards, including concrete mixing, lumber yards including millwork, open yards for storage, sale of feed and/or fuel and contractors' equipment storage.
- (d) Public Utility. Public utility buildings and structures.

- (e) Signs. As regulated and defined in Chapter 1187.
- (f) Uses 300 Feet From A or R District. The following uses are permitted when located not less than 300 feet from any A or R District and not less than 100 feet from any other district:
 - Acetylene manufacturing in excess of fifteen pounds pressure per square inch.
 - Acid manufacturing, except as specified as a conditional use in Section 1165.02.
 - Asbestos manufacturing.
 - Automobile assembly.
 - Bleaching, cleaning and dyeing plant of large scale production.
 - Boiler shops, machine shops, structural steel fabricating shops, railway car or locomotive shops, including repair, metal working shops employing reciprocating hammers or presses over twenty tons rated capacity.
 - Candle or sperm oil manufacturing.
 - Coal yards.
 - Cooperage works.
 - Dextrine, starch or glucose manufacturing.
 - Disinfectant, insecticide or poison manufacturing.
 - Dye and dyestuffs manufacture.
 - Emery cloth or sandpaper manufacturing.
 - Enameling, lacquering or japanning.
 - Felt manufacturing.
 - Flour or grain mill.
 - Forge or foundry works.
 - Gas, generation or storage for illumination or heating.
 - Grain drying or poultry feed manufacturing from refuse, mash or grain.
 - Hair or hair products manufacturing.
 - Lime or lime products manufacturing.
 - Linoleum, oilcloth or oiled goods manufacturing.
 - Match manufacturing.
 - Meat packing; but not stockyards or slaughterhouses, specified as a conditional use in Section 1165.02.
 - Oil, paint, shellac, turpentine, varnish or enamel.
 - Paper and pulp manufacturing.
 - Perfume manufacturing.
 - Pickle, sauerkraut or sausage manufacturing.
 - Plaster manufacturing.
 - Poultry slaughterhouse, including packing and storage for wholesale.
 - Printing ink manufacturing.
 - Radium extraction.
 - Sandblasting or cutting.

Sawmill, the manufacture of excelsior, wood fiber or sawdust products.
 Sewage disposal plant.
 Shoddy manufacturing.
 Shoe blacking or polish or stove polish manufacturing.
 Soap manufacturing.
 Steam power plant, except where accessory to a permitted principal use.
 Stone and monument works employing power-drive tools.
 Storage, drying, cleaning of iron, junk, rags, glass, cloth, paper or clipping, including sorting, refining, baling, woodpulling and scouring.
 Sugar refining.
 Tar or asphalt roofing or waterproofing manufacturing.
 Tar distillation or manufacturing.
 Vinegar manufacturing.
 Wire or rod drawing; nut, screw or bolt manufacturing.
 Yeast manufacturing.
 (Ord. 114-19. Passed 12-2-19.)

1173.02 CONDITIONAL USES.

The following uses shall be permitted only if expressly authorized by the Planning Commission.

- (a) Generally. Any other use that is determined by the Commission to be of the same general character as the above permitted uses and is so regulated.
- (b) Uses 500 Feet From A or R District. The following uses are permitted when located not less than 500 feet from any A or R District and not less than 200 feet from any other district and subject to such conditions and requirements as may, in the opinion of the Commission, be necessary to protect adjacent property and prevent conditions which may become noxious or offensive:
 - Ammonia, chlorine or bleaching powder manufacture.
 - Animal black, lampblack, boneblack or graphite manufacture.
 - Celluloid or pyroxyline manufacturing or explosive or inflammable cellulose or pyroxyline products manufacture or storage.
 - Cement, lime, gypsum or plaster of Paris manufacture.
 - Crematory.
 - Creosote manufacture or treatment.
 - Distillation of coal, petroleum, refuse, grain, wood or bones, except in the manufacture of gas.
 - Explosives manufacture or storage, except for small arms ammunition.
 - Fertilizer, compost; manufacture or storage.
 - Fish curing, smoking or packing, fish oil manufacture or refining.
 - Garbage, offal, dead animals, refuse, rancid fats; incineration, reduction or storage.

Glue manufacture, size or gelatin manufacture where the processes include the refining or recovery of products from fish, animal refuse or offal.

Hogfarm.

Junkyards.

Livestock feeding yard.

~~Motor vehicle storage yard.~~

Petroleum or inflammable liquids production, refining and storage above ground.

Rubber, caoutchouc or gutta-percha manufacture and treatment from crude or scrap material or the manufacture of balata.

Slaughtering of animals or stockyards.

Smelting of ferrous or nonferrous ores.

Storage, curing or tanning of raw, green or salted hides or skins.

Sulphurous, sulphuric, nitric, picric, carbolic or hydrochloric or other corrosive acid manufacture.

Any other use, which in the opinion of the Commission, is of a similar character as those specified above.

- (c) Wind Turbines. An alternative energy device designed to harness the natural wind currents to produce energy.
- (d) Self-service Storage Facility.
- (e) Motor Vehicle Repair Garage.
(Ord. 114-19. Passed 12-2-19.)
- (F) MOTOR VEHICLE TOW YARD.**

1173.03 ACCESSORY USES.

Accessory uses, buildings or structures customarily accessory and incidental to any principal permitted or conditional use shall be permitted in conjunction with such use **INCLUDING OFF-STREET PARKING FACILITIES SUBJECT TO THE PROVISIONS OF CHAPTER 1183.** (Ord. 114-19. Passed 12-2-19.)

1173.04 REQUIRED CONDITIONS.

(a) Enclosure Not Required. Any use may be conducted in the M-2 District within or without a building or enclosure, subject only to distance requirements where applicable.

(b) Junkyards. All junkyards shall be enclosed by a well maintained solid board fence or wall not less than eight feet high. (Ord. 114-19. Passed 12-2-19.)

1173.05 PROHIBITED USES.

Same as specified in the M-1 District. (Ord. 114-19. Passed 12-2-19.)

1173.06 HEIGHT REGULATIONS.

Within 200 feet of any A or R District, no structure shall exceed three stories or fifty feet in height and no structure in any case shall exceed in height the distance measured to the centerline of any adjoining street; except as provided in Section 1180.02. (Ord. 114-19. Passed 12-2-19.)

1173.07 LOT AREA FRONTAGE AND YARD REQUIREMENTS.

The following minimum requirements shall be observed, except as otherwise provided in Sections 1180.03 and 1180.04.

(a) Nonresidential.

- (1) Lot area. 10,000
- (2) Lot frontage. None.
- (3) Front yard depth. Thirty feet.
- (4) Side yard depth. The minimum required side yard shall be six feet; however, a designated fire lane twenty feet wide shall be provided at the discretion of the Fire Chief or his designee after review of the applicable fire code. When adjoining an A or R District, the minimum required side yard shall be not less than fifty feet, of which twenty feet must be designated as a fire lane. A street side yard shall be a minimum of thirty feet, appropriately landscaped and maintained except for designated pedestrian, vehicular and utility accessways.
- (5) Rear yard depth. A minimum rear yard of six feet is required. Fire separations for high hazard buildings shall be in accord with Chapter 69 Industrial Buildings of the Ohio Building Code. When adjoining an A or R District, the minimum required rear yard shall be not less than fifty feet.

(b) Screening and Buffering.

<u>Zone</u>	<u>Use</u>	<u>Buffering (Horizontal Dimension)</u>	<u>Screening (Vertical Screen Dimension)</u>
M-2	Industrial	30' adjoining R-3, R-4 40' adjoining R-0, R-1, R-2	6' adjoining A and R Districts

(Ord. 114-19. Passed 12-2-19.)

CHAPTER 1133
Definitions

1133.01 Definitions.

CROSS REFERENCES

Subdivision regulations definitions - see P. & Z. 1105.01

Sign definitions - see P. & Z. 1187.02

Building Code definitions - see BLDG. Ch. 1303

1133.01 DEFINITIONS.

As used in Titles Three, Five and Seven of Part Eleven - Planning and Zoning Code, the following words and phrases shall have the following meanings ascribed to them in this section.

(1) – (63.1).....

(63.2) "Motor vehicle ~~storage~~ **TOW** yard" means any establishment, place of business or property used by a tow company or wrecker ~~or other business~~ for temporary storage of operable motor vehicles, or inoperable motor vehicles designated to be transported to a motor vehicle repair garage or junkyard. This definition does not include any establishment, place of business or property upon which ten (10) or more unlicensed, partially disassembled, wrecked or inoperable motor vehicles are kept or stored.

(64) – (79)

(79.1) **“TRUCKING TERMINAL” MEANS A BUILDING THAT PROVIDES A LOCATION WHERE GOODS WHICH ARE CARRIED BY MOTOR VEHICLES CAN BE RECEIVED, TRANSFERRED FROM ONE VEHICLE TO ANOTHER, AND/OR SHIPPED, INCLUDING NECESSARY WAREHOUSE SPACE FOR STORAGE OR TRANSITORY FREIGHT.**

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTIONS 1133.01 (63.2), 1169.02 (e), 1173.02 (b) AND 1173.03 AND ADD NEW SECTIONS 1133.01 (79.1) AND 1173.02 (f) OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, RELATIVE TO DEFINITIONS, M-1 INDUSTRIAL PARK DISTRICT CONDITIONAL USES, M-2 GENERAL INDUSTRIAL DISTRICT CONDITIONAL USES AND ACCESSORY USES.

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

Section 1. Sections 1133.01 (63.2), 1169.02 (e), 1173.02 (b) and 1173.03 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio are hereby amended and new Sections 1133.01 (79.1) and 1173.02 (f) are hereby added to read as follows: See Attached Exhibit "A".

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

Passed _____ Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - October 25, 2021

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

Subject:

City Barbecue Final Development Plan

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the City Barbeque Restaurant as part of the Stockton Station Planned Unit Development.

Recommendation:

It is recommended that City Council have a first reading on this item at the September 27, 2021 meeting, set the joint public hearing for October 12, and await the written recommendation from the Planning Commission.

Background/Synopsis:

A 3,300 square foot restaurant, with outdoor dining and a drive-thru, is proposed at the southeast corner of Dixie Highway and Seward Road in the Stockton Station Planned Unit Development (PUD). The site consists of two parcels. The parcel fronting Dixie Highway is the site of the former Gold Star Chili restaurant that closed in 2020. The rear parcel, which fronts Stockton Station Drive, is vacant and contains a grave marker. This parcel will be used for parking.

The Stockton Station PUD was originally approved in 1999 and consists of over 200 residential single-family houses and five commercial lots fronting Dixie Highway. The Gold Star, which was built in 2000, was the first commercial business developed. It was followed by Gordon Food Service, Caruso's (formerly the Spinning Fork), Starbucks and a small retail center containing Rapid Fire Pizza, Dickie's Barbecue (formerly Guthrie's) and a cell phone repair business.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. City BBQ_aerial
2. City BBQ_elevation
3. City BBQ_site plan
4. City Barbecue-Ord
5. City BBQ PC Rec 10-14-21_signed

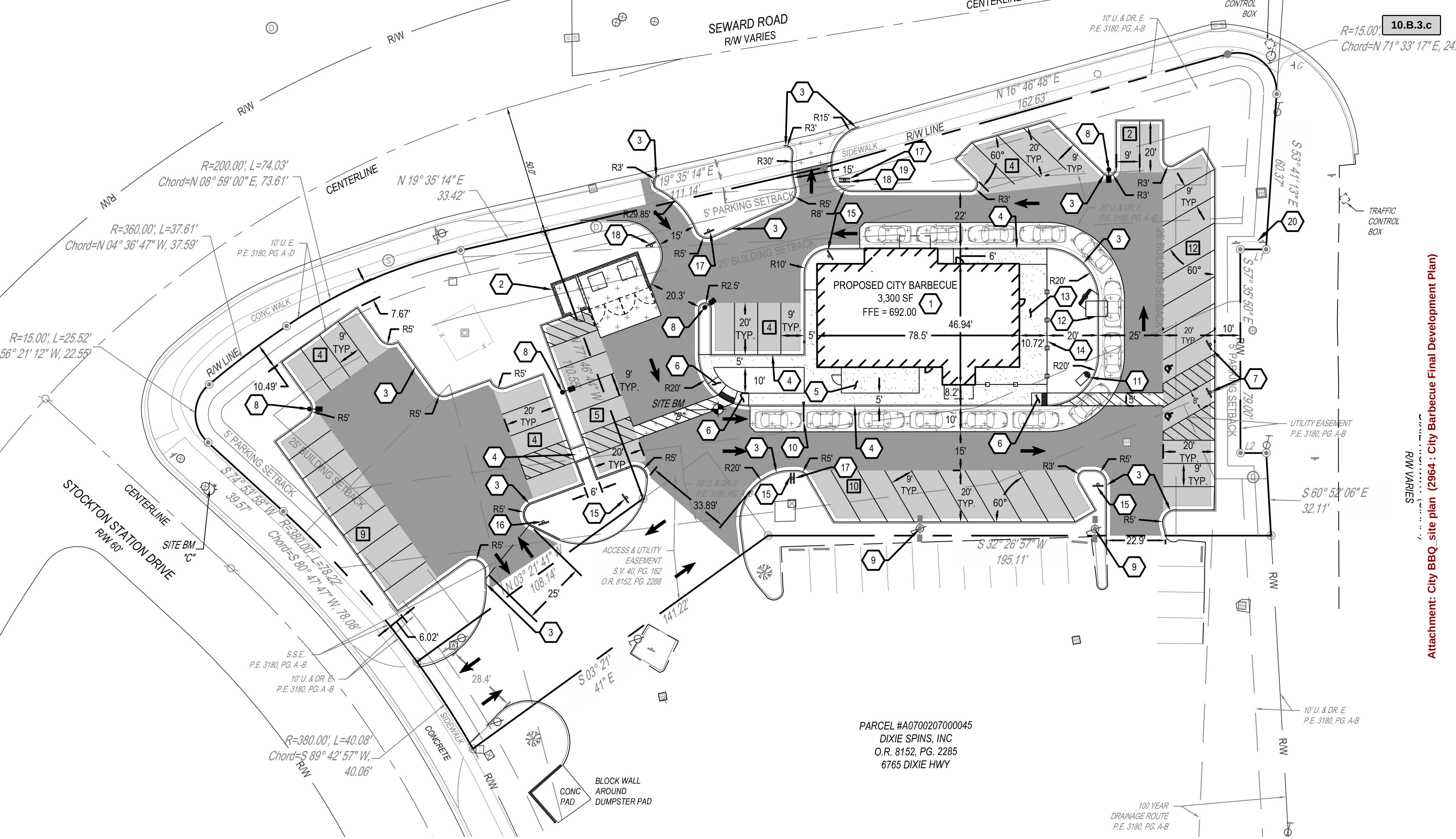
Proposed City Barbeque - Final Development Plan



Attachment: City BBQ_aerial (2964 : City Barbecue Final Development Plan)



Attachment: City BBQ_elevation (2964 : City Barbecue Final Development Plan)



10.B.3.c

Attachment: City BBQ site plan (2964 : City Barbecue Final Development Plan)

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT AND FINAL DEVELOPMENT PLAN FOR THE CITY BARBEQUE RESTAURANT AS PART OF THE STOCKTON STATION 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 1141.02, is hereby amended by changing the zoning classification of the 1.4 acres located at 6755 Dixie Highway by approving the concept and final development plan for the City Barbeque Restaurant as part of the Stockton Station 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

Attachment: City Barbecue-Ord (2964 : City Barbecue Final Development Plan)

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\City Barbecue-Ord

Attachment: City Barbecue-Ord (2964 : City Barbecue Final Development Plan)



DEPARTMENTAL CORRESPONDENCE

To: Mayor Miller and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 10/14/2021

Please be advised that at the Planning Commission meeting held on Wednesday, October 13, 2021, the Planning Commission voted 7-0 to recommend approval, with conditions of the City Barbeque Final Development Plan for the Stockton Station Planned Unit Development. Please see the attached conditions of approval.

A handwritten signature in blue ink, appearing to read "Scott Lepsky", is written over a horizontal line.

Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Don Bennett, Acting City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Department

Attachment: City BBQ PC Rec 10-14-21_signed (2964 : City Barbecue Final Development Plan)

CONDITIONS OF APPROVAL

1. The proceeding terms and conditions of approval shall be codified in a Development Agreement to be executed by the applicant and the city.
2. Approval is for City Barbeque Restaurant only, unless otherwise approved by the Planning Commission.
3. If construction does not begin within one year of City Council approval, then the Final Development Plan approval is void. Any future development will be required to follow the approval process outlined in Chapter 1191 (Planned Unit Developments) of the Planning and Zoning Code.
4. The proposed landscaping shall conform to the following requirements as noted on the landscape plan: Remove and replace dead plant material and apply appropriate herbicides/pesticides as required. The landscape beds are to be kept free of weeds and the mulch within the beds is to be seasonally replaced and maintained. Plant replacement shall occur within 30 days after plant(s) die, provided that in the event the plant(s) die during the period of October-February, plant replacement shall occur no later than the immediately following month of April and must conform to the approved landscape plan. If plantings are not replaced or maintained as stated above within 30 days of written notice by the City, the City will contract the work and assess the cost of the work plus \$100 administrative fee as a lien on the owner's property taxes in accordance with standard property maintenance procedures adopted by the City.
5. An irrigation system shall be installed and operated for landscape beds and grass areas. The irrigation plan is subject to approval by the City of Fairfield Staff Technical Review Committee.
6. All rooftop HVAC and/or other mechanical units, except for the smokers located on the south side of the building, shall be screened from view on all sides via extended parapet walls. All ground units must be located to the rear of the site (Stockton Station Drive side).
7. The dumpster enclosure shall be constructed of the same brick as shown on the exterior of the building.
8. The base of the ground sign shall be the same color as the brick shown on the exterior of the building.
9. To minimize the impact on the adjacent residents, all parking lot lights are to be turned off one hour after closing each night. Parking lot light poles are to be 90-degree cut-off (shoe box style) and all lights deflected away from the residential houses in the Stockton Station subdivision.
10. Any existing site light poles proposed to remain are to be replaced so all light poles are the same style.
11. A demolition permit shall be obtained from the city prior to removing the existing building.
12. The parking lot shall either be repaved or resealed, and striped per the approved plan.
13. A lot consolidation shall be submitted for approval showing the two lots combined in

to one lot. A copy of the recorded document shall be submitted to the city prior to issuing a building permit.

14. All utilities are to be located underground.
15. All light poles shall be designed and installed to provide zero-foot candles or close at the property line.
16. Three additional Red Cedar trees are to be planted along Stockton Station Drive.
17. The electronic sign shall comply with the requirements for Variable Message Reader Boards as stated in Chapter 1187 of the Planning and Zoning Code.



City Council Ordinance
Regular Meeting - October 25, 2021

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

Subject:

2022 CDBG Application

Legislation Title:

Ordinance to authorize the Acting City Manager to execute the FY 2022 Community Development Block Grant (CDBG) application and agreement with Butler County, Ohio and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the Acting City Manager to execute the FY 2022 Community Development Block Grant application.

Background/Synopsis:

Butler County is accepting applications for the 2022 Community Development Block Grant (CDBG) program. This application would fund the construction of new sidewalks at various locations north of Route 4 and west of Holden Boulevard, particularly along roads where school facilities are located. The Fairfield Connects connectivity master plan recommends focusing on completing gaps in the sidewalk network to provide safe routes for students.

The city obtained a CDBG grant in 2021 to construct a sidewalk along the entire length of the Fairfield Public Works Department facility along both Holden Boulevard and North Gilmore Road. The purpose of this was to provide a safe walking route for students attending the high school and freshman school.

Also, in 2021 the city applied for a special allocation of CDBG coronavirus funds to construct a sidewalk from the freshman school to Fairfield Acres Mobile Home Park via North Gilmore Road and Busway Lane. This sidewalk will also provide a safe route for students walking from the freshman and high school campus to the stadium for after school activities. It is anticipated this the grant will be awarded to the city by the end of the year.

The proposed 2022 grant will fill in a sidewalk gap in front of the freshman school, and provide connections to Compass Elementary School, the athletic complex and along Route 4.

Financial Impact:

The cost estimate for the project is \$142,200. It is estimated that the city will receive \$131,300 in CDBG funding. The city will be responsible for funding the difference of \$10,900. The CDBG Cooperation Agreement between the City of Fairfield and Butler County entitles Fairfield to no less than 10% of the CDBG funds the County receives in that program year

Emergency Provision Explanation:

The application is due to Butler County by November 5, 2021.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. cost estimate
2. 20-0820-Fairfield-Connects-Final-Report---web
3. project location map
4. CDBG-Ord

2022 CDBG Sidewalk - Holden/N. Gilmore/Donald/Dixie Hwy.

OPINION OF PROBABLE CONSTRUCTION COST

ITEM	UNIT	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
ROADWAY					
201	LS	CLEARING AND GRUBBING	1	\$2,500.00	\$2,500.00
202	SY	PAVEMENT REMOVED	2	\$20.00	\$40.00
202	FT	CURB REMOVED	80	\$6.00	\$480.00
203	CY	EXCAVATION	35	\$20.00	\$700.00
203	CY	EMBANKMENT	131	\$23.00	\$3,013.00
204	CY	EXCAVATION OF SUBGRADE	6	\$28.00	\$168.00
608	SF	4" CONCRETE WALK	11,224	\$10.00	\$112,240.00
608	SF	CURB RAMP, AS PER PLAN	75	\$15.00	\$1,125.00
SUBTOTAL					\$120,216.00
DRAINAGE					
611	EACH	CATCH BASIN RECONSTRUCTED TO GRADE	1	\$1,200.00	\$1,200.00
611	FT	8" SDR-35	20	\$50.00	\$1,000.00
SUBTOTAL					\$2,200.00
PAVEMENT					
304	TON	AGGREGATE BASE	1	\$75.00	\$75.00
609	FT	COMBINATION CURB AND GUTTER, TYPE 2	80	\$40.00	\$3,200.00
609	FT	"LAWN CURB", MODIFIED TYPE 6	10	\$30.00	\$300.00
SUBTOTAL					\$3,575.00
TRAFFIC CONTROL					
630	EACH	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	2	\$50.00	\$100.00
644	FT	CROSSWALK LINE	110	\$10.00	\$1,100.00
SUBTOTAL					\$1,200.00
INCIDENTALS					
614	LS	MAINTENANCE OF TRAFFIC	1	\$1,500.00	\$1,500.00
623	LS	CONSTRUCTION LAYOUT STAKES	1	\$500.00	\$500.00
624	LS	MOBILIZATION	1	\$3,000.00	\$3,000.00
SUBTOTAL					\$5,000.00
SUBTOTAL CONSTRUCTION COST					\$135,414.00
				CONTINGENCY 5.0%	\$6,770.70
TOTAL CONSTRUCTION COST					\$142,184.70
CDBG FUNDING REQUEST					\$131,300.00
LOCAL FUNDING RESPONSIBILITY					\$10,884.70

I HEREBY CERTIFY THAT THE PROJECT ESTIMATED COSTS LISTED ABOVE ARE REALISTIC BASED ON THE LEVEL OF DETAIL CURRENTLY AVAILABLE FOR THE PROJECT AND ANTICIPATED FOR A 2022-2023 CONSTRUCTION TIMEFRAME USING FEDERAL PREVAILING WAGE RATES. I ALSO CERTIFY THAT THIS PROJECT HAS AN EXPECTED USEFUL LIFE OF 20 YEARS BASED UPON NORMAL USAGE, REGULAR MAINTENANCE, AND CONSTRUCTED AS PER CURRENT STANDARDS IN USE BY THE OHIO DEPARTMENT OF TRANSPORTATION.



Attachment: cost estimate (3003 : 2022 CDBG Application)

MAJOR ROUTES



DIXIE NORTH

Facility Type:

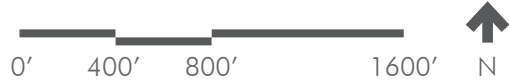
Sidewalk

Notes

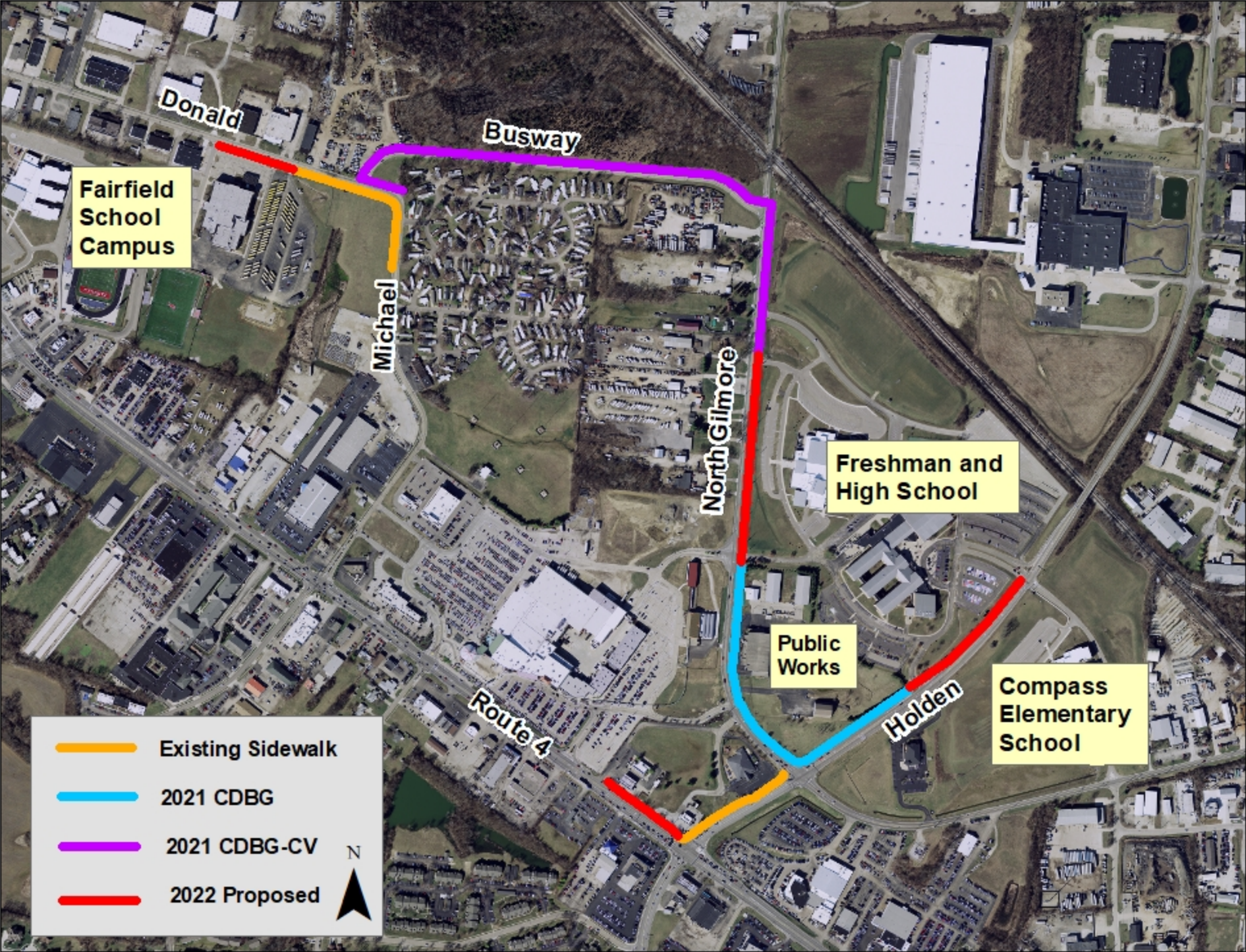
- The Dixie North Route provides more complete connectivity around Dixie Highway and the various Fairfield City School District campuses.
- This route focuses on completing gaps in the sidewalk network and providing safe pedestrian routes, particularly for students.
- This route will require the city to coordinate with the City of Hamilton for the Bilstein Boulevard portion.
- North of Donald Drive, there are few remaining sidewalk gaps that exist on Dixie Highway. There should be a continuous path to the City of Hamilton.

LEGEND

- Proposed Sidewalk
- - - Proposed Sidewalk in Other Jurisdiction
- Existing Sidewalk
- - - Other Major Route
- ⊙ Signalized Crossing
- Publicly-Owned Parcel
- Park / Green Space



2022 CDBG Request - Sidewalk Gap Project



Attachment: project location map (3003 : 2022 CDBG Application)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE THE FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION AND AGREEMENT WITH BUTLER COUNTY, OHIO AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute the FY 2022 Community Development Block Grant (CDBG) application and agreement with Butler County, Ohio in accordance with the application and agreement on file in the office of the Acting City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the application is due by November 5, 2021; 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



City Council Ordinance
Regular Meeting - October 25, 2021

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

Subject:

CRA Tax Abatement Amendment for The Fischer Group

Legislation Title:

Ordinance to authorize the Acting City Manager to execute an Amendment to a Community Reinvestment Area Agreement and an Amendment to a Community Reinvestment Area Compensation Agreement, which will provide amended property tax incentives for The Fischer Group, Inc. and Fischer Investments SouthWest for the expansion to its campus located on Bohlke Boulevard and declaring an emergency.

Recommendation:

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

Background/Synopsis:

The Fischer Group is a group of interrelated consumer product companies with the capability to take a product from idea to shelf, offering its customers one partner through every phase of product development. With over a decade of experience in product development, machine building and unique printing and manufacturing, The Fischer Group has partnered with its customers to bring a variety of products to the marketplace and develop new ideas for products of the future. Fischer Investment SouthWest is a related entity that owns the company's real estate.

The Fischer Group is currently housed in three facilities along Bohlke Boulevard in Fairfield. City Council approved a Community Revitalization Area (CRA) property tax abatement in 2019 to support the physical expansion of the company. At that time, the company planned to construct a 30,000 square foot addition to its existing 52,000 square foot manufacturing facility at 2052 Bohlke Boulevard. Additionally, the company planned to construct a 20,000 square foot office building at 2030 Bohlke Boulevard.

Construction of the 30,000 square foot manufacturing addition was completed in 2020. The company subsequently elected to delay construction of the office building. The company has invested approximately \$1.3 million in the project to date and retains 70 full-time equivalent jobs in Fairfield.

The city recognizes that the COVID-19 pandemic caused significant impacts across the economy and changed the business plans of many companies. City staff has worked with The Fischer Group to understand the company's near term plans and to amend the CRA tax abatement to reflect a revised business plan and project scope.

Approval of the ordinance would authorize the Acting City Manager to enter into two agreements. The first is an amendment to the existing CRA Agreement. The amendment reduces the term of the tax abatement (from 7 years to 4 years) and retains the same abatement rate (65% of the assessed value of the expansion). The amendment also reduces the jobs metric (from 214 total created and retained to 70 total full-time equivalent jobs retained) and the investment metric (from \$3 million to \$1.3 million). The second agreement is an amendment to the existing CRA Compensation Agreement. The Fischer Group has agreed to compensate the Fairfield City School District and Butler Tech annually in the amounts of 30% and 0.5%, respectively, of the property tax abatement each year during the life of the tax exemption. Previously, the company agreed to fixed annual school payments. The Board of Education of the Fairfield City School District considered the amendment at its meeting on October 21, 2021.

Financial Impact:

The Fischer Group has constructed a 30,000 expansion to its manufacturing campus that will increase income and property tax revenue and retain 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 Amendment - Fischer Group
2. School Comp Amendment - Fischer Group
3. The Fischer Group-Community Reinvestment Agr-Ord

AMENDMENT TO
COMMUNITY REINVESTMENT AREA AGREEMENT
(The Fischer Group)

This amendment to a Community Reinvestment Area Agreement is made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “Fairfield”) and The Fischer Group, an Ohio corporation, (hereinafter referred to as “TFG”), with its main office located at 2052 Bohlke Boulevard, Fairfield, Ohio 45014, and Fischer Investments SouthWest (hereinafter referred to as “FISW”) with its main office located at 2052 Bohlke Boulevard, Fairfield, Ohio 45014.

WITNESSETH;

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

WHEREAS, Fairfield, TFG, and FISW entered into a Community Reinvestment Area Agreement (hereinafter referred to as “Agreement”) on March 27, 2019 (a copy of which is attached hereto as Exhibit A); and

WHEREAS, it is necessary to amend the Agreement to reflect a revised business plan and scope to be completed by TFG and FISW; and

WHEREAS, the scope of the PROJECT has changed to consist of a 30,000 square foot addition to the existing 52,000 square foot facility located at Bohlke Boulevard and no additional construction (hereinafter referred to as “PROJECT”);

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

A. Section 1 shall be removed and replaced by the following:

1. TFG shall construct a 30,000 square foot expansion to its facility located at 2052 Bohlke Blvd. for a total square footage of 82,000 square feet;

Said building shall be constructed on part of Parcel A0700004000136 as the same is known and designated on the Auditor’s revised list of lots in the City of Fairfield, Butler County, Ohio (as shown in the attached Exhibit “B”).

The PROJECT will involve an estimated total building investment of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

The PROJECT will begin on or before May 1, 2019 and all construction and installation shall be completed by December 31, 2020;

B. Section 2 shall be removed and replaced by the following:

2. TFG estimates that it will retain 70 existing full time equivalent employees and will maintain these employees for the remainder of the term of this AGREEMENT.

C. Section 4 shall be removed and replaced by the following:

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

Years of Tax Exemption

4 years

Tax Exemption Amount (Percentage)

65%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2025 (for tax year 2024).

TFG must file the appropriate tax forms (DTE 24) with the Butler County Auditor to effect and maintain the exemptions covered in the agreement.

All other rights and duties associated with the project, as described in the Agreement dated March 27, 2019, shall be in full force and effect as to Fairfield, TFG, and FISW for the remainder of the term stated in the Agreement.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. _____, has executed this instrument this _____ day of _____, 2021, The Fischer Group, Inc. by Kevin Moore, its CFO, has executed this instrument this _____ day of _____, 2021, and Fischer Investments SouthWest by Kevin Moore, its CFO has caused this instrument to be executed this _____ day of _____, 2021.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Donald G. Bennett, Acting City Manager

THE FISCHER GROUP, INC.

By _____
Kevin Moore, CFO

FISCHER INVESTMENT SOUTHWEST

By _____
Kevin Moore, CFO

Approved as to form:

Approved as to content:

John H. Clemmons
Fairfield City Law Director

Greg Kathman
Development Services Director

Attachment: CRA Amendment - Fischer Group (3001 : CRA Tax Abatement Amendment for The Fischer Group)

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “Fairfield”), The Fischer Group, Inc., an Ohio corporation, (hereinafter referred to as “TFG”) with its main office located at 2052 Bohlke Blvd, Fairfield, Ohio 45014, and Fischer Investment SouthWest (hereinafter referred to as “FISW”) with its main office located at 2052 Bohlke Blvd, Fairfield, Ohio 45014.

WITNESSETH;

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

WHEREAS, TFG is hoping to expand its current facility and construct a new corporate facility at 2052 Bohlke Blvd in Fairfield, Ohio. This expansion to the current facility and new construction (hereinafter referred to as the “PROJECT”) will consist of a 30,000 square foot addition to the existing 52,000 square foot facility located at 2052 Bohlke Blvd and a 20,000 square foot or larger corporate headquarters facility located at 2020 Bohlke Blvd, both within the boundaries of the City of Fairfield Community Reinvestment Area to begin construction in the Spring of 2019, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

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

WHEREAS, TFG has submitted a proposed agreement application (herein attached as Exhibit A) to Fairfield, said application is hereinafter referred to as “APPLICATION”; and

WHEREAS, TFG has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, the Development Services Director of Fairfield as Housing Officer has investigated the application of TFG and has recommended the same to the City Council of Fairfield on the basis that TFG is qualified by financial responsibility and business experience to create and preserve employment opportunities in said City of Fairfield Community Reinvestment Area and improve the economic climate of the City of Fairfield; and

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

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

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

1. TFG shall construct a 30,000 square foot expansion to its facility located at 2052 Bohlke Blvd. for a total square footage of 82,000 square feet;

And TFG shall construct an approximately 20,000 square foot corporate headquarters facility at 2020 Bohlke Blvd.

Said buildings shall be constructed on part of Parcels A0700228000017 and A0700004000125 as the same is known and designated on the Auditor's revised list of lots in the City of Fairfield, Butler County, Ohio (as shown in the attached Exhibits "B" and "C").

The PROJECT will involve an estimated total building investment of Three Million Dollars (\$3,000,000.00).

The PROJECT at 2052 Bohlke Blvd. will begin on or before May 1, 2019 and all construction and installation shall be completed by December 31, 2020;

And the PROJECT at 2020 Bohlke Blvd. will begin on or before May 1, 2020 and all construction and installation shall be completed by December 31, 2021.

2. TFG estimates that it will retain 114 existing full time equivalent employees and create the equivalent of 100 new full time equivalent employees within a time period not exceeding thirty-six (36) months after completion of the construction of the PROJECT, and will maintain these employees for the remainder of the term of this AGREEMENT.
3. TFG shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the

agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

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

<u>Years of Tax Exemption</u>	<u>Tax Exemption Amount (Percentage)</u>
7 years	65%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2028 (for tax year 2027).

TFG must file the appropriate tax forms (DTE 24) with the Butler County Auditor to effect and maintain the exemptions covered in the agreement.

5. Fairfield specifically agrees to waive the fee specified in Ohio Revised Code Section 3735.671 (D).
6. TFG and FISW, as part of this agreement, and as authorized in Section 3735.671 (A)(2)(c), shall enter into a Community Reinvestment Area Compensation Agreement with the Fairfield City School District and the Butler Technology and Career Development Schools detailing annual cash payments for each year it receives the above mentioned exemption.
7. TFG shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If TFG fails to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
8. Fairfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
9. If for any reason Fairfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless TFG materially fails to fulfill its obligations under this agreement and Fairfield terminated or modifies the exemptions from taxation pursuant to this agreement.

10. If TFG materially fails to fulfill their obligations under this agreement or if Fairfield determines that the certification as to delinquent taxes required by this agreement is fraudulent, Fairfield may terminate or modify the exemptions from taxation granted under this agreement. Fairfield may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
11. TFG hereby certifies that at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, TFG currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against TFG. For the purposes of the certification, delinquent taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the revised code governing payment of those taxes.
12. TFG and Fairfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Fairfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. Fairfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, TFG is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis or race, religion, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that TFG, any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.
15. This agreement is not transferable or assignable without the express written approval of Fairfield.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Mark T. Wendling, its City Manager, and pursuant to Ordinance No. 12-19 has caused this instrument to be executed this 27th day of March, 2019, The Fischer Group, Inc. by Ruthie Fischer, its Chief Financial Officer, has caused this instrument to be executed this 6th day of March, 2019 and Fischer Investment SouthWest by Ruthie Fischer, its Chief Financial Officer, has caused this instrument to be executed this 6th day of March, 2019.

Witness:

CITY OF FAIRFIELD, OHIO

Dulene Feldman

By Mark T. Wendling
Mark T. Wendling, City Manager

THE FISCHER GROUP, INC.

Alex Kraemer

By Ruthie Fischer
Ruthie Fischer, Chief Financial Officer

FISCHER INVESTMENT SOUTHWEST

Alex Kraemer

By Ruthie Fischer
Ruthie Fischer, Chief Financial Officer

Approved as to form:

John H. Clemmons
John H. Clemmons
Fairfield City Law Director

Approved as to content:

Greg Kathman
Greg Kathman
Fairfield Development Services Director

Attachment: CRA Amendment - Fischer Group (3001 : CRA Tax Abatement Amendment for The Fischer Group)

Exhibit A

OHIO DEPARTMENT OF DEVELOPMENT

John Kasich
GovernorOHIO DEPARTMENT OF DEVELOPMENT
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

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

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

Enterprise 1

Fischer Investment SouthWest
enterprise name

Ruthie Fischer
contact person

513-285-1281
telephone number

2052 Bohlke Blvd
Fairfield, Ohio 45014
address

Ohio

State that company was incorporated in

Enterprise 2

The Fischer Group, Inc.
enterprise name

Ruthie Fischer
contact person

513-285-1281
telephone number

2052 Bohlke Blvd
Fairfield, Ohio 45014
address

Ohio

State that company was incorporated in

- 1b. Project site:

Enterprise 1

Josh Fischer
contact person

513-285-1281
telephone number

2052 Bohlke Blvd
address

Fairfield, Ohio 45014

Enterprise 2

Josh Fischer
contact person

513-285-1281
telephone number

2052 Bohlke Blvd
address

Fairfield, Ohio 45014

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Innovation, Technology, and
Manufacturing
-
- 2b. List primary 6 digit NAICS # 3399900
Business may list other relevant SIC numbers.
- 2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)
- N/A
-
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
LLC and S-Corp
-
3. Name of principal owner(s) or officers of the business (attach list if necessary).
Albert Fischer
-
4. Is business seasonal in nature? Yes ___ No X
- 5a. State the enterprise's current employment level at the proposed project site:
34 Employees and 80 Contracted employees through agencies
-
- 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 ODOD 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):
34 FullTime Employees and 80 Contracted through agencies
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
N/A
- 6a. Has the Enterprise previously entered into a tax incentive agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ☐ No ☒
- 6b. If yes, list the local legislative authorities, date, and term of the incentives for each tax incentive agreement: N/A
7. Does the Enterprise owe:
- Any delinquent taxes to the State of Ohio or a political subdivision of the state?
 Yes ☐ No ☒
 - Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒
 - 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 ☒
 - If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary). _____
8. Project Description (attach additional pages if necessary):
Phase 1: 30,000 square foot expansion to existing building. Expand manufacturing capacity. Skilled and semi-skilled jobs
Phase 2: 20,000+ square foot corporate headquarters. Professional jobs.
Phase 3: 15,000 square foot machine line manufacturing building. Skilled jobs.
Phase 4: 100,000 square foot manufacturing building. Skilled and semi-skilled jobs.
9. Project will begin January 2019 and be completed December 2023 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): See Spreadsheet

- 10b. State the time frame of this projected hiring: January 2019-December 2023
- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): See Spreadsheet
- 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).

\$ _____	Full Time (permanent)
\$ _____	Part Time (temporary)
\$ _____	Permanent
\$ _____	Temporary

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

12. Market value of the existing facility as determined for local property taxation.
\$3,633,640

- 13a. Business's total current investment in the facility as of the proposal's submission.
\$15,633,640

- 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):
\$12,000,000

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:	\$ <u>350,000</u>
B.	Additions/New Construction:	\$ <u>8,500,000</u>
C.	Improvements to existing buildings:	\$ _____
D.	Machinery & Equipment:	\$ <u>6,000,000</u>
E.	Furniture & Fixtures:	\$ <u>450,156</u>
F.	Inventory:	\$ <u>2,141,419</u>
	Total New Project Investment:	\$ <u>17,441,575</u>

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

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.

The Fischer Group, Inc.

Name of Enterprise

Date



Signature

Albert M Fischer/ President

Typed Name and Title

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

** Attach to final CRA Agreement as Exhibit A

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

Exhibit B: 2052 and 2030 Bohlke Blvd



Attachment: CRA Amendment - Fischer Group (3001 : CRA Tax Abatement Amendment for The Fischer Group)

AMENDMENT TO
COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT
(The Fischer Group)

This amendment to a Community Reinvestment Area Compensation Agreement is made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “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 “Schools”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), and The Fischer Group, an Ohio corporation, (hereinafter referred to as “TFG”), with its main office located at 2052 Bohlke Boulevard, Fairfield, Ohio 45014, and Fischer Investments SouthWest (hereinafter referred to as “FISW”) with its main office located at 2052 Bohlke Boulevard, Fairfield, Ohio 45014.

WITNESSETH;

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

WHEREAS, City, Schools, Butler Tech, TFG, and FISW entered into a Community Reinvestment Area Compensation Agreement (hereinafter referred to as “Agreement”) on March 27, 2019 (a copy of which is attached hereto as Exhibit A); and

WHEREAS, it is necessary to amend the Agreement to reflect a revised business plan and project scope to be completed by TFG and FISW;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, City, Schools, Butler Tech, TFG, and FISW agree to modify the Agreement as follows:

A. Section 1 shall be removed and replaced by the following:

Section 1. Schools Compensation. TFG and/or FISW shall make an annual cash payment to Schools by March 1 of each calendar year subsequent to an exemption year in which the business received a real property tax benefit. The amount of the payment to the Schools shall be in the amount of thirty percent (30%) of the total value of the tax exemption received by TFG and FISW for the proceeding tax year. On or before January 31 of each year in which a payment is due by TFG and FISW, City and Schools shall calculate the amount of the payment and notify TFG of this value via an invoice or other correspondence.

B. Section 2 shall be removed and replaced by the following:

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

All other rights and duties associated with the project, as described in the Agreement dated March 27, 2019, shall be in full force and effect as to Fairfield, Schools, Butler Tech, TFG, and FISW for the remainder of the term stated in the Agreement.

In witness thereof, the City of Fairfield by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2021, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2021, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2021, The Fischer Group, Inc. by Kevin Moore, its CFO, has executed this instrument this _____ day of _____, 2021, and Fischer Investments SouthWest by Kevin Moore, its CFO has caused this instrument to be executed this _____ day of _____, 2021.

Witness:

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
Nancy Lane, Treasurer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT SCHOOLS BOARD OF
EDUCATION

By _____
Paul Carpenter, Chief Financial Officer

THE FISCHER GROUP, INC.

By _____
Kevin Moore, CFO

FISCHER INVESTMENTS SOUTHWEST

By _____
Kevin Moore, CFO

CITY OF FAIRFIELD

By _____
Donald G. Bennett, Acting City Manager

Approved as to content:

Greg Kathman
Fairfield Director of Development Services

Approved as to form:

John H. Clemmons
City of Fairfield Law Director

COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

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 “Schools”), 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”), The Fischer Group, Inc., (hereinafter “TFG”) an Ohio limited partnership, with its main office located at 2052 Bohlke Blvd., Fairfield, Ohio 45014, and Fischer Investment SouthWest (hereinafter “FISW” and together with TFG, the “Private Parties”), an Ohio corporation with its principal offices at 2052 Bohlke Blvd., Fairfield, Ohio 45014, specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to TFG and FISW’s 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 Schools 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 Schools approved the exemption pursuant to Resolution No. 19-11 adopted on February 7, 2019;

Whereas, City has elected, pursuant to Ordinance No. 12-19 adopted on February 25, 2019, to grant a tax exemption to TFG and enter into a formal Community Reinvestment Area Agreement; and

Whereas, City, Schools, Butler Tech and the Private Parties 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, Schools, Butler Tech and the Private Parties agree as follows:

Section 1. Schools Compensation. TFG shall make an annual cash payment in the amount of Thirteen Thousand Dollars (\$13,000), or a lesser amount as mutually agreed upon by the Schools and TFG, to Schools by January 31 of each calendar year subsequent to an exemption year in which the business received a real property tax benefit.

Section 2. Butler Tech Compensation. TFG shall make an annual cash payment in the amount of Two Hundred Thirty Dollars (\$230) to Butler Tech by January 31 of each calendar year subsequent to an exemption year in which the business received a real property tax benefit.

Section 3. Waiver of Notice Provision. Schools and Butler Tech hereby waive any notice or approval provisions pursuant to ORC 3735.671 (A) (1) or 5709.83.

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
Schools:	Treasurer 4641 Bach Lane, Fairfield, Ohio 45014
Butler Tech:	Chief Financial Officer 3603 Hamilton Middletown Road, Hamilton, Ohio 45011
TFG:	Chief Financial Officer 2052 Bohlke Blvd., Fairfield, Ohio 45014
FISW:	Chief Financial Officer 2052 Bohlke Blvd., Fairfield, Ohio 45014

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.

In witness thereof, the City of Fairfield by Mark T. Wendling, its City Manager, and pursuant to Ordinance No. 12-19, has caused this instrument to be executed this 27th day of March, 2019, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this 6th day of March, 2019, 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 6th day of March, 2019, The Fischer Group, Inc. by Ruthie Fischer, Chief Financial Officer, has caused this instrument to be executed this 6th day of March, 2019, and Fischer Investment SouthWest by Ruthie Fischer, Chief Financial Officer, has caused this instrument to be executed this 6th day of March, 2019.

Witness:

Alex Kraemer

Alex Kraemer

Alex Kraemer

Alex Kraemer

Darlene Feldman

Approved as to content:

Greg Kathman

Greg Kathman
Fairfield Director of Development Services

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By Nancy R. Lane
Nancy Lane, Treasurer

THE FISCHER GROUP, INC.

By Ruthie Fischer
Ruthie Fischer, Chief Financial Officer

FISCHER INVESTMENT SOUTHWEST

By Ruthie Fischer
Ruthie Fischer, Chief Financial Officer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT BOARD OF
EDUCATION

By Paul Carpenter
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By Mark T. Wendling
Mark T. Wendling, City Manager

Approved as to form:

John H. Clemmons

John H. Clemmons
City of Fairfield Law Director

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE AN AMENDMENT TO A COMMUNITY REINVESTMENT AREA AGREEMENT AND AN AMENDMENT TO A COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT WHICH WILL PROVIDE AMENDED PROPERTY TAX INCENTIVES FOR THE FISCHER GROUP, INC. AND FISCHER INVESTMENTS SOUTHWEST FOR THE EXPANSION TO ITS CAMPUS LOCATED ON BOHLKE BOULEVARD AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute an Amendment to a Community Reinvestment Area Agreement and an Amendment to a Community Reinvestment Area Compensation Agreement which will provide amended property tax incentives for The Fischer Group, Inc. and Fischer Investments SouthWest, for the expansion to its campus located on Bohlke Boulevard in accordance with the amendments on file in the office of the Acting City Manager.

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

Passed _____ Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\The Fisher Group-Community Reinvestment Agr-Ord

Attachment: The Fisher Group-Community Reinvestment Agr-Ord (3001 : CRA Tax Abatement Amendment for The Fischer Group)



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: Tiphannie Mays,
 Submitting Department: Parks

Subject:

MetroParks Nature Programming In-Kind Agreement

Legislation Title:

Ordinance to authorize the Acting City Manager to enter into an agreement with the MetroParks of Butler County for the in-kind partnership for nature programming and declaring an emergency.

Recommendation:

It is recommended by the Parks and Recreation Board that the City Council authorize the City Manager to enter into an agreement with the MetroParks of Butler County for the in-kind partnership for nature programming.

Background/Synopsis:

The Parks and Recreation Department began this in-kind partnership in 2018 upon the departure of the department's naturalist. The partnership allowed for a seamless transition with the staffing by delivering scheduled nature programming with the assistance of the MetroParks Naturalist. It is recommended by the Parks and Recreation Board, through Resolution 2021-16 to continue this "in-kind" partnership due to the program being very popular and well-received by our community.

Financial Impact:

None, this is an in-kind agreement.

Emergency Provision Explanation:

Rules suspension is being requested in order to initiate the program in a ready-state.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. City of Fairfield 2022 In-Kind Partnership Agreement
2. PB Resolution 2021-16
3. MetroParks-Ord



In-Kind Program Partner Agreement

MetroParks of Butler County is pleased to partner with The City of Fairfield, Parks and Recreation, concerning the Let's Go Hiking Series, Pre-Smarties Pre-School Class (ages 3 & 4), Smarties Pre-School Class (ages 5 & 6), and other Nature Programs beginning on January 1, 2022 and ending December 31, 2022.

Contact Person: Lucinda Lewellyn, CPRP, Fairfield Parks and Recreation
Becky Vanderpool, Sr. Mgr. Park Connections, MetroParks

Address/City/Zip: 411 Wessel Drive, Fairfield, OH 45014
2051 Timberman Rd., Hamilton, OH 45013

Email/Phone: LLewellyn@fairfield-city.org (513) 896-8429
bvanderpool@YourMetroParks.net (513) 867-5835

Good and/or services provided by The City of Fairfield, Park and Recreation:

- Acknowledgement of MetroParks as partner and provider of Nature Programs delivered on all marketing platforms (website, digital, social media and printed materials);
- Use of MetroParks logo, as approved by MetroParks, in all marketing platforms that describe programs delivered by MetroParks;
- Access to Fairfield parks and facilities as sites to deliver programs as defined below at ***no charge*** to City of Fairfield Residents and other Butler County Residents;
- Coordination and cooperation in the scheduling of programs delivered as a part of this agreement within The City of Fairfield by MetroParks naturalists, taking into consideration MetroParks other programming commitments and resources;

- Handle all aspects of program registration for programs that require prior registration and conveyance of data to MetroParks Sr. Manager of Park Connections or designee upon registration deadline.

Good and/or services provided by MetroParks of Butler County:

- A naturalist to deliver the monthly Let's Go Hiking Series hikes as scheduled generally on the third Saturday of each month, from January 1, 2022 through December 31, 2022, for a total of no more than 12 hikes during the calendar year. Hikes will be approximately 1 ½ hours in duration for a total of approximately 24 hours each full calendar year at no cost to The City of Fairfield or the participants.
- A naturalist to deliver Nature Programming for the Pre-Smarties and Smarties Pre-school groups three (3) times a calendar year, from January 1, 2022 through December 31, 2022, for a total of no more than 6 programs. Each class will be approximately 1 ½ hours in duration for a total of approximately 9 hours each full calendar year at no cost to The City of Fairfield or the participants.
- A naturalist to deliver Nature Programming for no more than 8 other nature related programs, that are currently developed by MetroParks, on dates agreed to by both parties in advance, from January 1, 2022 through December 31, 2022. Each program will be approximately 1 ½ hours in duration for a total of approximately 12 hours each full calendar year.

Approved by:

MetroParks of Butler County

Jonathan R. Granville, Executive Director

Date

City of Fairfield

Don Bennett, Acting City Manager

Date

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED by the Fairfield Parks and Recreation Board that the Acting City Manager is authorized to enter into an agreement with the MetroParks of Butler County for the in-kind partnership for nature programming.

ROLL CALL

Douglas Meece

Gwen Ritchie

Leslie Best

Paul Assum

Scott Clark

Dan Prior

Chairman / Doug Meece

Acting Secretary / Molly McGraw

Resolution: _____ 2021-16 MetroParks of Butler County Nature Programming Partnership Agreement _____

Date:

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER
INTO AN AGREEMENT WITH THE METROPARKS OF BUTLER COUNTY
FOR THE IN-KIND PARTNERSHIP FOR NATURE PROGRAMMING AND
DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to enter into an agreement with the MetroParks of Butler County for the in-kind partnership for nature programming 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 program be made available as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: John Clemmons,
 Submitting Department: Legal

Subject:

Agreement with Butler County Public Defender and Butler County Board of Commissioners

Legislation Title:

Ordinance to authorize the Acting City Manager to execute an agreement for indigent legal representation for 2022 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 2022 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 guidelines.

Background/Synopsis:

The City previously provided legal representation for indigent defendants from its own funds by appointment of attorneys on a case-by-case basis. This new system which was started in 2011 has reduced the overall cost of indigent defense as stated above. The Butler County Public Defender Commission/Butler County Board of Commissioners will provide legal representation for all indigent defendants by providing four (4) public defenders including both felony and misdemeanor representation and state statute and City ordinance violations.

Financial Impact:

The Fairfield Municipal Court has estimated an annual savings of at least \$59,000.00 from the implementation of this agreement.

Emergency Provision Explanation:

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 guidelines.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Butler County Public Defender-Ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE AN AGREEMENT FOR INDIGENT LEGAL REPRESENTATION FOR 2022 IN THE FAIRFIELD MUNICIPAL COURT WITH THE BUTLER COUNTY PUBLIC DEFENDER COMMISSION/BUTLER COUNTY BOARD OF COMMISSIONERS AND DECLARING AN EMERGENCY.

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

- Section 1.

The Acting City Manager is hereby authorized to execute an agreement with the Butler County Public Defender Commission/Butler County Board of Commissioners for indigent legal representation in the Fairfield Municipal Court for 2022 in accordance with the agreement on file in the office of the Acting City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this agreement be executed by November 1, 2021 to obtain state reimbursement 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

Active Clients\City of Fairfield\Ordinances\2021\Butler County Public Defender-Ord

Attachment: Butler County Public Defender-Ord (3007 : Agreement with Butler County Public Defender and Butler County Board of Commissioners)



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Contract for Wastewater Plant Engineering Services

Legislation Title:

Ordinance to authorize the Acting City Manager to enter into a contract with Hazen and Sawyer for Engineering Services related to Aeration System Improvements at the City's Wastewater Treatment Plant.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Hazen and Sawyer and appropriate \$65,000 to provide project management, preliminary engineering and geo-technical investigation services for the City's Wastewater Treatment Plant Aeration System Improvement project.

Background/Synopsis:

The Activated Sludge process is a biological Wastewater Treatment Process where heterotrophic microorganisms, consisting of bacteria and protozoans, use air (oxygen) to remove soluble organic matter (carbon) still present in Wastewater Primary Effluent. When provided the proper amount of time in an aerobic environment, the heterotrophic microorganisms, also known as biomass, feed on organic matter, grow, flocculate, and eventually settle producing a pristine Final Effluent.

The City's Wastewater Treatment Plant utilizes this type of treatment process to clean sewage and comply with all federal and state environmental mandates. Due to age, some of the critical components of the activated sludge process, including aeration system diffusers, piping, valving, and instrumentation, are showing signs of critical failure. The existing style components have been in place since 1988 and are in need of replacement with newer more efficient technology.

It is recommended that Hazen and Sawyer be hired to provide engineering support services to upgrade the City's Wastewater Treatment Plant. More specifically, Hazen and Sawyer will assist with project management, preliminary engineering and geotechnical investigations for the City's Wastewater Treatment Plant Aeration System Improvement project. The City will work on detailed engineering and permitting in 2022.

City staff recommends Hazen and Sawyer due to their extensive knowledge of the City's wastewater treatment process and previous treatment process modeling history. A scope of service proposal and fee estimate by Hazen and Sawyer are attached for review.

Rules suspension is requested in order to expedite the work.

Financial Impact:

Funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP), under 1WW16 – ‘Aeration System Improvements’. The funding source is the Sewer Surplus Fund (624). A contractual appropriation for engineering services is requested in the amount of \$65,000.00.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Fairfield Aeration Improvements_fee estimate_9.13.21
2. Fairfield Aeration Improvements Scope_9.13.21
3. Hazen and Sawyer-Ord

TASK	Hourly Rate =	PP	TA/QC	PM	SA	A	PE	Eng	Admin	CAD	RPR	Sheets	Total Hours	Fee Labor
Task 100. Project Management		\$ 90.00	\$ 87.00	\$ 65.00	\$ 65.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ 32.00	\$ 37.00	\$ 45.00	NA		
Workplan				12									12	\$ 2,496
Monthly Updates - Sched, Registers, Logs (Design)				18									18	\$ 3,744
Coordination Calls During Design (8)		4		12									16	\$ 3,648
Monthly Invoices and Status Reports (10)				15									15	\$ 3,120
(Meetings included below)													0	\$ -
TASK TOTAL =		4	0	57	0	0	0	0	0	0	0		61	\$ 13,008
Task 200. Preliminary Engineering														
Task 210. Review Existing Data and Develop Design Criteria		3	5	4	0	22	0	40	0	0	0		74	\$ 11,088
Kickoff meeting/Site Visit		3	3			6		8					20	\$ 3,555
Review Existing Information						8		16					24	\$ 3,072
Condition Assessment			2	4		8		16					30	\$ 4,461
Task 220. Evaluate Diffusers		4	7	4	12	38	0	64	0	0	0		129	\$ 19,677
Evaluate Aeration Improvements		4		4		24		40					72	\$ 10,304
Conceptual Level Cost Evaluation of Aeration Improvements					8	8		16					32	\$ 4,736
QA/QC			4		4								8	\$ 1,946
Meeting with City			3			6		8					17	\$ 2,691
Task 230. Develop PER		0	7	4	4	22	0	32	4	16	0		89	\$ 13,021
Prepare Design Memorandum				2		8		16	2				28	\$ 3,693
Prepare Schematics, Preliminary Plans and Sections			2			4		4	2	16			28	\$ 3,744
Construction Sequencing						4		4					8	\$ 1,088
QA/QC			2	2	4								8	\$ 1,805
Meeting with City			3			6		8					17	\$ 2,691
TASK TOTAL =		7	19	12	16	82	0	136	4	16	0		292	\$ 43,786
Task 300. Detailed Design														
Develop General / Detail Drawings (4)					2					8		4	10	\$ 1,363
Develop Civil Drawings (2)			2	4	12			32		40		2	90	\$ 12,205
Develop Structural Drawings (3)			2	4	8			32		60		3	106	\$ 13,741
Develop Mechanical Drawings (8)		2	4	16	32	80		120		160		8	414	\$ 56,858
Develop Electrical Drawings (5)			2	4	8	24		24		60		5	122	\$ 16,685
Develop I&C Drawings (5)			2	4	8	24		24		80		5	142	\$ 19,053
HVAC Drawings (0)												0	0	\$ -
Develop Technical Specifications/Cost Estimates					8	16	8		24				56	\$ 7,706
Internal QA/QC (all Disciplines)		2	30										32	\$ 8,928
Design Review Meetings (4 total, including 3 submittal review)			10	18				32					60	\$ 10,112
TASK TOTAL =		4	52	50	78	144	8	264	24	408	0		1032	\$ 146,650
Task 400. Bidding Assistance														
Prepare Permits (OEPA, Butler County)				4			4						8	\$ 1,344
Prepare Advertisement to Bidders, Pre-Bid Meeting				8		8		8					24	\$ 3,840
Addenda / Bid Assistance (2)				8		8			8	4			28	\$ 4,237
Bid Evaluation				4		8							12	\$ 2,112
TASK TOTAL =		0	0	24	0	24	4	8	8	4	0		72	\$ 11,533
Design / Bidding Labor Total		15	71	143	94	250	12	408	36	428	0		1457	
Design / Bidding Fee Subtotal														\$ 214,976

Multiplier 3.20

Hazen and Sawyer Labor Classifications
PP - Project Principal
PM - Project Manager
SA - Senior Associate
SPE - Senior Principle Engineer
PE - Project Engineer
Eng - Assistant Engineer
Admin - Administrative
CAD - CAD Designer
RPR - Resident Project Representative (Inspector)

Subconsultant														Total \$
Geotechnical Investigation														\$ 7,500
														\$ 7,500

Expenses	Units									Unit Cost	Total \$
Mileage	500									\$ 0.555	\$ 278
Shipping	ls										\$ 250
Outside Repro	ls										\$ 500
Miscellaneous											\$ 36
Other Direct Costs Subtotal											\$ 1,064

Grand Total (Labor + Sub + ODCs) \$ 223,540

Total for task 100, 200,
and geo-tech work:
\$64,294.00

Attachment: Farnfield Aeration Improvements fee estimate 9.13.21 (3005 : Contract for Wastewater Plant Engineering Services)

Exhibit A

Draft Scope of Services

City of Fairfield, OH
Aeration Improvements

Preliminary Engineering, Detailed Design, and Bidding Assistance

Subject to the Contract for Professional Engineering Services between the City of Fairfield (OWNER) and Hazen and Sawyer (ENGINEER), the ENGINEER will provide preliminary engineering, detailed design, bidding assistance for the Aeration Improvements Project. Construction Services may be added as an additional service. Anticipated improvements for this project include:

- New diffusers and associated supports in passes 1-5 of each System (two total) and RAS reaeration basin. The existing aeration distribution piping will be reused where possible, but new aeration headers are anticipated to be necessary in System 2.
- New actuated valves on each aeration tank air header to control the aeration to each pass or pair of passes. New instrumentation will be provided as needed to support aeration control including header pressure sensors, airflow meters, dissolved oxygen probes, ammonia probes or TSS probes.
- Replace the leaking 24" buried air header that provides process air from the blower room to the aeration tanks with a new exposed air header routed overhead.

The services to be performed under the Contract are described in the following sections.

TASK 100 –PROJECT MANAGEMENT

ENGINEER will provide project management and coordination to maintain the progress on the project and complete the project within the desired schedule. ENGINEER will maintain frequent communication with OWNER. Services related to project management include the following:

- Prepare a project work plan document to define the project team, lines of communications, deliverables, schedule, and budgeting for internal use in executing the project on schedule and within budget.
- Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for monthly progress meetings.
- Schedule and conduct monthly progress meetings with the client. When a month has another project meeting, the monthly progress meeting may occur before or after the project meeting. In addition to reviewing progress at each meeting, review project deliverable status, current schedule, outstanding action items, project bottlenecks that could impact schedule, project budget status, decisions made, and project enhancements requested. Prepare agenda and meeting materials, direct and document meetings to

review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes for review and approval. More frequent communication will be held with OWNER as needed as the design progresses.

- Submit monthly invoices, along with progress summary which conforms to OWNER requirements. The invoice will include a summary of completed work during the period, planned activities for the upcoming period, and any issues / concerns impacting the project.
- Perform QA/QC throughout the project consistent with ENGINEER QA Policy Manual and project specific QA/QC plan. Deliverables will undergo QA/QC review prior to submittal to OWNER. Budgeted time for QA/QC is included within specific project tasks relating to specific deliverables and activities.

The anticipated schedule for the project is summarize in the table below. ENGINEER will prepare a Microsoft Project schedule at the beginning of the project which will include specific durations and anticipated dates of major workshops and deliverables. The schedule will be updated on a monthly basis.

Major Activity	App. Task Duration (Months)	Cumulative duration from NTP (Months)
NTP / Kickoff Meeting	-	-
210 – Review Existing Data and Develop Design Criteria	1	1
220 – Evaluate Aeration Improvements	1	2
230 – Preliminary Engineering Report	1	3
300 – 50% Design	3	6
300 – 90% Design	3	9
300 – 100% Design	1	10
400 – Bidding Assistance	2	12

Anticipated project meetings are summarized in the following table:

Task No.	Meeting Title
210 – Review Existing Data and Develop Design Criteria	Kickoff Meeting Site Visit
220 – Evaluate Aeration Improvements	Evaluation Workshop
230 – Preliminary Engineering Report	PER review Workshop
300 – Detailed Design	50% Design Submittal Workshop 90% Design Submittal Workshop Monthly Progress Meetings (4)
400 – Bidding Assistance	Pre-bid meeting

Anticipated deliverables are summarized in the following table:

Task No.	Deliverable
200 – Preliminary Design	Preliminary Engineering Report
300 – Detailed Design	50% Plans and Specifications 90% Plans and Specifications 100% Plans and Specifications
NOTES: Includes major deliverables during preliminary and final design.	

TASK 200 – PRELIMINARY ENGINEERING

TASK 210 REVIEW EXISTING DATA AND DEVELOP DESIGN CRITERIA

ENGINEER will coordinate and lead a Kickoff Meeting with the OWNER. Anticipated discussion items include project scope and deliverables, schedule, budget, team communication protocols, and an information request related to the project. ENGINEER will prepare a brief meeting summary to document key discussions and decisions, and key action items. A draft summary will be distributed to team members for review and comments will be incorporated into the final summary. ENGINEER will visit the site after the kickoff meeting with the OWNER. The purpose of the visit will be to review existing facilities and to discuss specific concerns and observations of OWNER's operations staff.

ENGINEER shall review existing WWTP data collected since the completion of the AS Improvements Evaluation, as well as the historical data, drawings, O&M manuals compiled as part of the previous evaluation. ENGINEER will use historical loadings and flow, including peaking factors for plant influent developed during the AS Improvements Evaluation. ENGINEER will incorporate input from OWNER on trends and potential increases in flows and loads in the future to finalize future flow and load projections for design.

ENGINEER shall perform a cursory evaluation of existing equipment and facility condition based on visual inspection and document condition, including consideration of equipment and facilities that are nearing the end of their useful life or need immediate repair. Condition review will focus on the aeration equipment and associated electrical and instrumentation.

TASK 220– EVALUATE AERATION IMPROVEMENTS

The objective of these evaluations will be to identify the most cost efficient and reliable systems for aeration.

ENGINEER will evaluate up to 4 diffuser options as a part of the aeration evaluation, including tube and disc style diffusers. The evaluation will provide consideration of the following:

- Actual Oxygen Required (AOR) demands based on influent flows and loads developed in Task 210 for both current and anticipated future conditions.
- Diffuser parameters (quantity, configuration, transfer efficiency, material compatibility).

For both evaluations, ENGINEER will develop conceptual level costs for each alternative for use in a 20-year present worth analysis. Costs will be based on manufacturer's budgetary quotes, maintenance schedules, and typical maintenance / replacement requirements. Construction costs will be developed consistent with AACE Level 5. ENGINEER will facilitate a workshop with OWNER to discuss the evaluation of diffuser alternatives and recommendations for improvements.

TASK 230 – DEVELOP PRELIMINARY ENGINEERING REPORT

ENGINEER will develop a Preliminary Engineering Report (PER) which summarizes the basis of design and the improvements to be incorporated into the detailed design. The PER will be a written description and justification of the proposed improvements along with process schematics, layouts for the aeration tanks and primary effluent and RAS distribution developed to an approximately 10-15% completion level. The PER will also include the following:

- Process schematics, initial plan and section for the aeration tanks, piping and diffuser layouts, and electrical one line developed to approximately 10-15% completion.
- Preliminary process control descriptions including identification of major instrumentation components.
- Other ancillary improvements, including structural, electrical and I&C.
- Design criteria, recommended manufacturers, and major materials of construction.
- Construction cost estimate developed consistent with AACE Level 4.
- Anticipated drawing and specification lists for detailed design.

ENGINEER will facilitate a workshop with OWNER to review the PER. ENGINEER will revise PER after OWNER meeting to include changes / modifications resulting from the workshop.

TASK 300 – DETAILED DESIGN

ENGINEER will develop Bidding Documents for the improvements which include detailed drawings and project specifications. The drawings will be 22-inch by 34-inch and prepared in REVIT format. The anticipated scope of design is based on approximately 27 drawings.

Bid documents will outline the work according to the following disciplines as required: General/Site Work, Process Mechanical, Structural, Electrical, Instrumentation, and Miscellaneous Details. Based on the current Ohio Revised Code requirements, the project will be prepared for bid in a single prime contract format.

The Project Manual will include technical specifications and front-end documents, including Instructions to Bidders, Bid Forms, Agreement, General Conditions, Supplementary Conditions, and other documents that may be required for bidding. Specifications will be prepared in the standard CSI 50 division format and will include front-end documents provided by OWNER and reviewed by ENGINEER. The construction sequence, plant shutdown/tie-ins, and operations

criteria will be developed and outlined in the specifications to maintain plant operability during construction.

ENGINEER will prepare and submit draft Bidding Documents at the 50% and 90% completion stages of design.

50 Percent Design

ENGINEER will develop the 50% Design submittal. ENGINEER shall incorporate input from OWNER comments. The 50% Design submittal shall include the following:

Design drawings:

- General/civil standard sheets.
- Cover sheets and location map.
- Sheet index.
- Symbols and abbreviations.
- Overall site plan
- Enlarged site plans.
- Process flow diagrams.
- Process/Mechanical: Design development of the process and mechanical plans and sections
- Structural: Design development of structural improvements
- Instrumentation: Process and instrument diagrams (P&ID) shall be developed for each major process component. Standard instrument details shall be included.
- Electrical: One-line diagrams, overall electrical site plan and, area/facility plan drawings, standard details.

Specifications:

- Draft process equipment technical specifications.
- Draft select technical specifications for other divisions (Divisions 2 through 48)
- Draft Maintenance of Plant Operations (MOPO) specification and drawings to identify timing and constraints for facility shutdowns, tie-ins etc.

90 Percent Design

Design changes requested by OWNER will be incorporated and design will be advanced from the 50% Design for the 90% Design Submittal. ENGINEER will submit the draft 90% Design Drawings to OWNER for review.

Up to three half-size sets of review drawings will be prepared and submitted to OWNER for review at each stage. A review time of one week will be provided to the OWNER for review.

After the review period, a meeting will be held to discuss questions and comments. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into the drawings and specifications.

ENGINEER will meet monthly with OWNER to review project status and gain input on design. Design submittal workshops for the 50% and 90% submittals will be combined with monthly meetings during the design period. For each meeting, email format meeting minutes that summarize major decisions and action items will be prepared and submitted to the OWNER.

The design documents will undergo a formal internal review process prior to submittal to the OWNER. The reviewers will be integrated into planning and design throughout the project to ensure technical quality.

Opinion of Probable Construction Cost (OPCC)

ENGINEER will develop an opinion of probable construction cost based at each design submittal and for the final bidding documents. Cost estimates will be prepared consistent with AACE standards based on level of completion.

TASK 400 – BIDDING ASSISTANCE

ENGINEER will work with OWNER to obtain required permits for the proposed improvements. It is not anticipated that an Ohio Environmental Protection Agency Permit to Install (PTI) will be required for equipment replacement. ENGINEER will prepare submittal packages for other required local permits. It is assumed that the OWNER will pay for permit review fees.

ENGINEER will provide the following bidding services as part of this task:

- Prepare Advertisement to Bidders.
- Distribution of Bidding Documents, addenda, and maintenance of bid holders list. Bidding Documents and all bidding correspondence will be distributed electronically by City.
- Respond to bidder questions.
- Prepare up to two addenda required to address bidder questions and issues.
- Attend and facilitate pre-bid meeting (if needed).
- Attend bid opening and tabulate bids.
- Evaluate bids and make recommendation of award to OWNER.

SUPPORT SERVICES

It is assumed that site plan drawings of all existing facilities will be provided by the OWNER in AutoCAD format.

ENGINEER will contract with geotechnical consultant to perform geotechnical investigation for overhead air header supports. ENGINEER will also provide recommendations for soil boring locations.

It is assumed that no environmental assessment will be required. If an environmental assessment is required, it is assumed OWNER will contract directly with consultant to provide these services. ENGINEER will provide a scope(s) of work to the OWNER for contracting this work if necessary. A copy of the environmental assessment report will be provided to the ENGINEER

TASK 500 – CONSTRUCTION PHASE SERVICES

Construction phase services are not included but may be provided as part of the project. Prior to the start of any work related to these services, the ENGINEER and OWNER will establish and agree to a detailed scope of work and associated fee.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES RELATED TO AERATION SYSTEM IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT PLANT.

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

Section 1. The Acting City Manager is hereby authorized to enter into a contract with Hazen and Sawyer for engineering services related to Aeration System Improvements at the City's Wastewater Treatment Plant in accordance with the contract on file in the office of the Acting City Manager.

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

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Hazen and Sawyer-Ord

Attachment: Hazen and Sawyer-Ord (3005 : Contract for Wastewater Plant Engineering Services)



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

Early Payoff of "Various Purpose 2012 - CAC 2003" Debt

Legislation Title:

An ordinance authorizing the redemption of \$960,000 of various purpose refunding bonds, of the City of Fairfield, County of Butler, State of Ohio; Authorizing the payment of the redemption price and related costs; Authorizing documents necessary to effectuate such redemption; and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the redemption of \$960,000 of bonds to redeem and pay off in full the outstanding Bonds.

Background/Synopsis:

These Bonds were issued in the amount of \$7,930,000 on May 9, 2012 for the purpose of refinancing the cost of constructing improvements in the City including road improvements, improvements to the aquatic center and constructing a golf course. There will be \$960,000 of the Bonds outstanding on December 1, 2021.

These bonds are currently scheduled to be paid in full in December 2023, however, considering the City's strong financial position, accelerating these payments to completely pay off this bond in December 2021 is recommended to allow for interest payment savings.

Financial Impact:

\$960,000 in additional principal will be paid in 2021, versus the amortization schedule of \$475,000 in 2022 and \$485,000 in 2023. This early payoff allows the City to realize interest savings of \$43,350 (to be offset to some degree by bond and legal fees), eliminating the interest payments of \$28,800 in 2022 and \$14,550 in 2023.

Emergency Provision Explanation:

Bondholders need to be notified by November 1 for a December 1 call date and the Ordinance must be passed before bondholders can be notified. The bonds are callable on any date on or after December 1, however calling the bonds on December 1, means the City will not owe any accrued interest since December 1 is a regular interest payment date. If the bonds are redeemed on a later date, the City would make the regularly scheduled principal and interest payment on December 1 and then you would redeem the principal on a future date and owe that amount of days of interest as well.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. City of Fairfield Various Purpose Refunding Bonds Redemption Authorization Ordinance_(23164448)_(1)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE REDEMPTION OF \$960,000 OF VARIOUS PURPOSE REFUNDING BONDS, OF THE CITY OF FAIRFIELD, COUNTY OF BUTLER, STATE OF OHIO; AUTHORIZING THE PAYMENT OF THE REDEMPTION PRICE AND RELATED COSTS; AUTHORIZING DOCUMENTS NECESSARY TO EFFECTUATE SUCH REDEMPTION; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield (the “City”), County of Butler, State of Ohio has issued its \$7,930,000 Various Purpose Limited Tax General Obligation Refunding Bonds, Series 2012 (the “Bonds”), dated May 9, 2012; and

WHEREAS, the Bonds were issued for the purpose of refinancing the cost of constructing improvements in the City including road improvements, improvements to the aquatic center and constructing a golf course; and

WHEREAS, there will be \$960,000 of the Bonds outstanding on December 1, 2021, the redemption date; and

WHEREAS, this Council has determined it is beneficial to redeem and pay off in full the outstanding Bonds with certain funds in the City’s General Fund;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fairfield (“Council”), County of Butler, State of Ohio:

SECTION 1. That it is necessary to redeem and pay off in full on December 1, 2021, all of the outstanding City of Fairfield Various Purpose Limited Tax General Obligation Refunding Bonds, Series 2012, dated May 9, 2012, of which \$960,000 will be outstanding on the redemption date, at the redemption price (the “Redemption Price”) of 100% of the par amount of Bonds being redeemed, plus accrued interest due to the date of redemption.

SECTION 2. That the redemption price shall be paid using available funds held in the City’s General Fund necessary to pay the redemption price in full (currently estimated to be \$960,000).

SECTION 3. That the Finance Director for the City is hereby directed to provide a Notice of Redemption to the Paying Agent and Registrar (U.S. Bank National Association), in the form attached hereto, with such changes as are approved by legal counsel to the City.

SECTION 4. The Finance Director is hereby directed and authorized to make any required payments from the General Fund as are necessary to provide for the redemption of the Bonds.

SECTION 5. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such documents, certificates and other instruments or agreements as

are, in the opinion of legal counsel, necessary to carry out the purposes of this Ordinance and the redemption of the Bonds.

SECTION 6. This Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, safety and welfare and to provide for the timely redemption of the Bonds and shall take effect upon its adoption by this Council.

ADOPTED: _____, 2021.

Mayor

Clerk of Council



City Council Ordinance
Regular Meeting - October 25, 2021

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

Subject:

Unclassified Employee Position List

Legislation Title:

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 53-21 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council approve the requested change to the Unclassified Employee Position List, modifying the Golf Professional position to Golf Operations Manager.

Background/Synopsis:

As positions become vacant or vacancies are anticipated, the City studies the essential demands and requirements of the department/division to determine how best to strategically fulfill those needs. The incumbent Golf Professional has submitted a Notice of Retirement to be effective early next year. An analysis was completed and it was determined the position should focus mainly on efficient and effective management of the two golf courses and clubhouses, which includes concession sales, product purchasing, tee time reservation system, customer service, part time hiring and training, organizing golf outings and special event rentals as well as marketing the business to the public. The certification of Professional under the PGA is required to teach golf lessons. By removing the requirement of "professional" certification and changing the title to Golf Operations Manager, the objective of more efficient operations can more readily be accomplished.

Financial Impact:

There is no financial impact as funding is provided under the auspices of City Council's previously approved 2021 Budget and has been taken into consideration in the 2022 Budget.

Emergency Provision Explanation:

It is recommended that City Council approve this Ordinance amending the Unclassified Position List, suspending the rules and declaring an emergency, so that a Golf Operations Manager can be hired and keep Golf Division of Parks and Recreation Department functioning.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Unclassified 10-25-21

ORDINANCE NO. _____

ORDINANCE ESTABLISHING SALARIES FOR CERTAIN EXEMPT AND SALARIED EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO, TO REPEAL ORDINANCE NO. 53-21 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

- Section 1. Ordinance No. 53-21, and all other prior ordinances inconsistent herewith, are hereby repealed.
- Section 2. The attached position list, which is incorporated herein by reference, is hereby adopted. The existing salaries for the positions set forth in the attached salary structure shall be within the ranges as shown.
- Section 3. 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 overlap would be of short duration, generally, not to exceed 60 days.
- Section 4. The City Manager is hereby authorized to grant performance based pay increases, achievement award and equity pay adjustments for employees within the job classifications listed on the Unclassified Service Pay Structure attached, within the confines of the ranges shown. Such pay adjustments shall not exceed a total of \$135,000.00. All increases and adjustments shall be retroactive to April 1, 2021
- Section 5. 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 changes to the exempt salary pay schedule position list 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: Unclassified 10-25-21 (3014 : Unclassified Employee Position List)

**UNCLASSIFIED SERVICE PAY PLAN
POSITION LIST**

Pay Grade	Position Title	Annual Minimum	Annual Maximum
1	Secretary to Mayor	\$39,312.00	\$57,002.40
2	Community Events Coordinator Hospitality & Venue Coordinator Secretary to Director of Development Services Secretary to Director of Public Utilities Theater Coordinator	\$42,063.84	\$60,999.12
3	Administrative Assistant Clerk of Council (FT) EMS Privacy Officer Help Desk Technician	\$45,012.24	\$65,257.92
4	Payroll Administrator	\$48,157.20	\$69,822.48
5	G.I.S. Analyst Human Resources Coordinator	\$51,520.56	\$74,714.64
6	Code Enforcement Supervisor Golf Course Superintendent Landscape Coordinator Network Analyst Production Manager Tax Analyst (2)	\$55,146.00	\$79,956.24
7	Accounting Supervisor CALEA Accreditation Manager GOLF [Professional] OPERATIONS MANAGER Juvenile Diversion Counselor Risk/Safety Coordinator Senior Network Analyst Utility Collections Supervisor	\$58,989.84	\$85,547.28
8	Communications Manager Neighborhood Development Manager Engineer	\$63,117.60	\$91,531.44
9	Construction Superintendent Economic Development Manager Fleet/Facilities Superintendent Income Tax Administrator Planning Manager Parks Maintenance Superintendent Programs & Events Superintendent Recreation Superintendent Streets & Grounds Superintendent	\$68,184.48	\$102,254.88

Attachment: Unclassified 10-25-21 (3014 : Unclassified Employee Position List)

10	City Engineer Financial Services Manager Human Resources Manager Information Technology Manager	\$73,622.64	\$110,444.88
11	Superintendent of Building Inspection and Zoning Superintendent of Public Utilities - Field Operations Superintendent of Public Utilities - Treatment	\$79,519.44	\$119,290.08
12	Deputy Fire Chief (2) Major/Deputy Police Chief (3)	\$85,874.88	\$128,834.16
13	Director of Development Services Director of Finance Director of Parks and Recreation Director of Public Utilities Director of Public Works Fire Chief Police Chief	\$92,754.48	\$139,120.80
14	Assistant City Manager	\$100,180.08	\$150,259.20



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Recommendation:

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

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

\$65,000 for project management, preliminary engineering and geo-technical investigation services for the City’s Wastewater Treatment Plant Aeration System Improvement project.

Financial Impact: \$65,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 10-26-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-20 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021."

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

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

From:	Unappropriated Sewer Surplus Fund	\$65,000
To:	62416023-233300 Engineering Services (Engineering Services for Aeration System Improvements 1WW16)	\$65,000

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



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Recommendation:

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

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

\$9,300 for Seward Tank Water Mixing System;
 \$5,000 for Water Treatment Plant: Raw Water Well 3 and 8 SCADA Integration;
 \$12,800 for Water Treatment Plant: Raw Water Pipe Insulation;
 \$20,000 for 6760 Dixie Highway demolition;
 \$35,000 for Wastewater Treatment Plant: Primary Clarifier Tank 3 and 4 overhaul;
 \$10,000 for Wastewater Division Instrumentation Equipment;
 \$17,000 for Wastewater Treatment Plant Collection Garage Multi-Purpose Room.

Financial Impact: \$109,100.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.102521
2. NonContractual 10-26-Ord



City Council Information Item
Regular Meeting - October 25, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Seward Tank Water Mixing System

Legislation Title:

Seward Tank Water Mixing System

Background/Synopsis:

The City of Fairfield owns and operates five (5) elevated water storage tanks, with a total combined storage capacity of 7 million gallons (MG). In the summer months, the water in these tanks can stratify, with the warmer and older water remaining on top, and the colder and fresher water remaining on the bottom. As water tank stratification negatively affects water quality and water age, and can increase the levels of disinfection by-products, City staff proposes to install specialty water tank mixing systems in the Seward Road 0.5 MG Elevated Tank. Once installed, the mixer will immediately improve water quality and reduce water age, and should also help decrease disinfection by-products in the City's water distribution system.

City staff proposes to procure a Kasco submersible mixer from BL Anderson for water tank mixing applications per the attached quote. Water Division Staff will install the mixer in-house.

Financial Impact:

An appropriation in the amount of \$8,300.00 is being requested for the purchase of a water tank mixing system for the City's Seward Road 0.5 MG elevated water storage tank. An additional appropriation in amount of \$1,000.00 is being requested for project-related supplies, including conduit and electrical cables (to be procured from various City vendors).

Total appropriation request is \$9,300.00.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP). Funding for this project will be redirected from project 1WT06, Water Plant Concrete / Masonry Repair. The funding source is the Water Replacement and Improvement Fund.

Attachments:

1. Fairfield Water BL Anderson Kasco Mixer proposal 3508 EO



Company: **Fairfield OH Water**
 Address: 5201 Groh Lane
 Fairfield Ohio, 45014

ATTN: **Jason Hunold**

BL Anderson - Eastern Office
 8887 Eagle Ridge Court
 West Chester, Ohio 45069
 513-889-4746

Dave Wilson
 Sales Engineer
[Phone: \(513\) 907-3793](tel:5139073793)
 Email: dwilson@blanderson.com

BL Anderson is pleased to offer the following quotation.

Date : October 1, 2021
 QUOTE # 3508 EO
 Revision: 0

Qty	Description	Part Number	
<u>Kasco Water Tank Mixer Package</u> <u>Seward Road Elevated Storage Tank (small tank)</u>			
1	Includes: Mixer, Suspended Mount and Control Panel (50 ft. Cord) 1/2 HP 120V Mixer	24C61050SM-CS1	\$7,970.00
	Proposal does not include BL Anderson start up service		
		Freight (Included)	\$250.00
		Total	\$8,220.00

Please note the following:

Prices quoted do not include taxes
 Prices quoted are valid for 60 days.

Not Included: Conduit and wire (by others)
 Installation (by others)
 Terminations (by others)
 Anything not explicitly stated in this proposal

Thank you for your interest in Kasco/BL Anderson.

Dave Wilson
 Ohio Sales Engineer
 BL Anderson

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - October 25, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Treatment Plant: Raw Water Well 3 and 8 SCADA Integration

Legislation Title:

Water Treatment Plant: Raw Water Well 3 and 8 SCADA Integration

Background/Synopsis:

Professional services are needed to upgrade the Water Treatment Plant's (WTP) Supervisory Control And Data Acquisition (SCADA) system. The existing SCADA system is out dated and replacement hardware / equipment is obsolete.

SCADA systems are utilized at the Public Utilities Department's Water and Wastewater Treatment Plants (WTP & WWTP) to enable Plant Operators to monitor and control processes from one central location. There are three main components for a SCADA system: Remote Terminal Units (RTU), Human Machine Interface (HMI), and Communications. RTU's are used for data acquisition and control actions at a specific site. HMI (computers) displays data collected from RTU's and integrated software is used for programming control actions. Communications is what is utilized to link the hardware and software. The SCADA system is a critical asset of the Department and is in need of updating.

The scope of this project will include conversion of Raw Water Well 3 and 8 hardwired Input/Output (I/O) from legacy/obsolete SCADA Pack hardware to new existing Control Logix components, Programmable Logic Controller (PLC) programming, and HMI graphic revisions to allow monitoring and control of Well Pump 3 and 8 from the new existing WTP SCADA System.

Technical services for the project will be performed by PCS Technologies LLC per the attached proposal.

Public Utility Department staff will construct and install hardware cabinets in-house and will assist with the integration of the new components.

Financial Impact:

An appropriation in the amount of \$5,000.00 is being requested for Raw Water Well 3 and 8 SCADA integration.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program

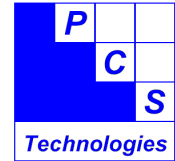
(CIP) under project 1WT23, SCADA Integration. The funding source is the Water Surplus Fund.

Attachments:

1. FFWTP_WP3_8_Integration_100621

PCS Technologies LLC

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



PROPOSAL

To:	Mr. Jason Hunold	Date:	October 6, 2021
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WTP – Well Field Pump 3, 8 Integration
		Document Reference:	Existing RMI RTU drawing set
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-100621

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below. This proposal includes conversion of Well Pump 3 and 8 hardwired I/O from legacy SCADAPack hardware with new I/O added to WTP ControlLogix PLC programming of new PLC logic and HMI revisions to allow monitoring and control Well Pumps 3 and 8 from Fairfield WTP SCADA System.

Services Included:

Addition of new PLC modules in MCP ControlLogix PLC rack (see list below)
CAD modifications to add Well Pump 3 and 8 I/O to PLC panel layout and schematics
PLC modifications to add control and monitoring of Well Pump 3 and 8
HMI modifications to convert SCADAPack tags/references to ControlLogix PLC and move to new SCADA servers

Services Included:

1. Wiring/installation diagrams for new ControlLogix I/O modules to replace existing SCADAPack (AutoCad and PDF format)
2. Programming and configuration of PLC logic to ControlLogix
3. HMI/SCADA modifications to reference new I/O and PLC programming
4. Operator training (refresher)

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

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

Hardware included in quotation:

Manufacturer	P/N	Qty	Unit Cost	Description	Extended
Rockwell Automation	1756-IA16	1	\$ 588.544	ControlLogix 16 Pt D/I 120V AC Module	\$ 588.54
Rockwell Automation	1756-OW16I	1	\$ 799.678	ControlLogix 16 Pt Digital Relay Module	\$ 799.68
Rockwell Automation	1756-TBCH	2	\$ 109.131	ControlLogix 36 Pin Screw Terminal Block	\$ 218.26
Rockwell Automation	1492-H5	2	\$ 109.131	Fuse Blocks with Blown Fuse Indicator	\$ 27.24
Rockwell Automation	1492-N37	1	\$ 109.131	Fuse Blocks and End Barrier	\$ 1.77
Eaton	MDA-2-R	5	\$ 109.131	2A SB Fuses	\$ 11.00

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

Not Included:

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

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

Fee/Expenses:

Integration Services (NTE Basis).....	\$ 3,000
Hardware per BOM listed above (Cost + 10% plus \$50 shipping allowance) -	\$ 1,724
Total.....	\$ 4,724

Terms:

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

NOTE: These additions will allow the elimination of SCADAPack32, MARC protocol converter from the MCP.

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

Sincerely,



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

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - October 25, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Treatment Plant: Raw Water Pipe Insulation

Legislation Title:

Raw Water Pipe Insulation

Background/Synopsis:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six raw water / ground water production wells to supply water to its Water Treatment Plant. The twenty (20") inch raw water ductile iron pipe feeding the Water Treatment Plant's clarifiers #3 and #4 is in need of insulation. Insulation is needed in order to prevent freezing and excessive condensation conditions.

Water Division staff recommend using Central Insulation Systems, Inc. to perform the work. A cost estimate for materials and labor is attached for review.

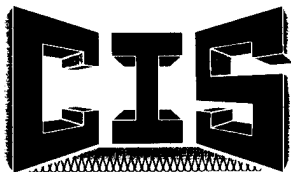
Financial Impact:

An appropriation in the amount of \$12,800.00 is being requested to insulate the twenty (20) inch raw water pipe at the Water Treatment Plant.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT15, Building Improvements. The funding source is the Water Replacement and Improvement fund.

Attachments:

1. 10-7-21 City Of Fairfield - Raw Water Piping



Central Insulation Systems, Inc.

300 Murray Road Cincinnati, Ohio 45217 (513) 242-0600 Fax (513) 482-3717
Columbus (614) 444-4700

October 7, 2021

Proposal

City of Fairfield
Department of Public Utilities
5021 Groh Lane
Fairfield, OH

Re: Raw Water Insulation
Price Update

Scope of Work

Central Insulation Systems, Inc. will provide all labor, material and equipment to insulate the following:

Insulate 20" ductile piping with 2" thick fiberglass and cover with Green PVC jacketing in the following areas:

- Raw Water Feed Basin Line 4
- Price Adjustments for 2021

Items Included in Scope of Work

1. All applicable state and local taxes
2. Workers' Compensation Insurance and General Liability insurance

Items Not Included in Scope of Work

1. Nights or weekends
2. Lift Equipment
3. Prevailing Wages

		<u>Material</u>	<u>Labor</u>	<u>Total</u>
Price:	Raw Water Feed	\$ 7,375.00	\$ 5,400.00	\$ 12,775.00

We appreciate your consideration of Central Insulation Systems, Inc. and are looking forward to working with you. If we can be of any other service, please feel free to contact our office at any time.

Respectfully Submitted,
CENTRAL INSULATION SYSTEMS, INC.

Dan Cross
Project Manager/Estimator

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - October 25, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Demolition Appropriation for 6760 Dixie Highway

Legislation Title:

Demolition Appropriation for 6760 Dixie Highway

Recommendation:

It is recommended that City Council authorize an appropriation of \$20,000.00 to perform demolition work through a purchase order for Vickers Demolition, Inc.

Background/Synopsis:

This project is for the demolition of the commercial structure including utility abandonment and asphalt parking lot removal.

The existing building removal has been discussed and was agreed to but not funded with the purchase of the property. This project will be coordinated by Public Works.

Public Works solicited prices for this project from three (3) qualified contractors. Three (3) proposals were received and reviewed.

The lowest and best proposal was from Vickers Demolition, Inc. Work is expected to take place in November-December of this year.

This project is under the threshold for prevailing wage.

Financial Impact:

\$20,000.00 (\$14,200.00 for building demolition of property plus a contingency for additional work of \$5,800.00).

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

No

Attachments:

1. 6760 Dixie Hwy - Demolition

VICKERS DEMOLITION, INC.**P.O. Box 384, Trenton, OH 45067****Ph: 513-894-7034 / Fax: 866-741-6640****vickersdemolition@gmail.com****PROPOSAL/CONTRACT**

October 6, 2021

City of Fairfield Public Works

8870 North Gilmore Road

Hamilton, OH 45011

Attn: Ben MannJob: Demolition of 2 story, commercial building

Demo and removal of asphalt lot

Vickers Demolition, Inc. proposes to furnish labor, equipment, material and trained personnel required to demolish and remove the two (2) story commercial building located at 6760 Dixie Hwy, OH for the price listed below and according to the Scope of Work to be Completed stated below:

PRICE:**\$ 14,200.00****SCOPE OF WORK TO BE COMPLETED:**

Vickers Demolition, Inc. will demolish and remove the building, down to the basement cavity and all demolition debris will be removed. The basement walls will be broken-off 2 to 3 feet below grade level and the basement floor will be broken up to ensure drainage. The concrete will be left in the basement cavity, as fill. We will backfill the cavity with compactable dirt to the existing grade level and all areas of demolition will be graded out to meet the existing contours of the surrounding area. Grass seed and straw will be sewn. Our above-mentioned price also includes organizing the abandonment of water services, meter removal and the sewer capping, plus any inspections that are required by Butler County.

This is a commercial property and as such falls under EPA regulations and is required to have a NESHAP survey (a phase one asbestos, contaminated materials survey) completed on it by a licensed Ohio Department of Health hazard evaluation specialist before any demolition can begin. The cost of that survey is not included in the above-mentioned price as we are not licensed to complete that survey. Any asbestos, contaminated, or hazardous materials found in the survey will need to be abated by a licensed abatement contractor before any demolition can begin. The cost of any abatement is not included in the above-mentioned price.

Also, according to the EPA regulations, the demolition contractor is required to file a Notification of Demolition Application with the EPA after the NESHAP survey and abatement (if needed) have been completed. This application carries a mandatory ten (10) business day waiting period from the date the application is mailed to the EPA before any demolition can begin. Vickers Demolition, Inc. will require a copy of the NESHAP survey and any reports generated from the abatement of any suspect material, if found. We will need these reports to send with the EPA application. Vickers Demolition, Inc. does not complete any of this paperwork until we have a signed contract and the necessary reports on the building.

ITEMS OF WORK NOT INCLUDED IN BID: No removal of any public sidewalks, aprons, curbs or alleys. No removal of any large mature trees. No removal of any septic tank, cistern or well. No survey or abatement of any hazardous materials is included in the above-mentioned price.

Insurance and Workers' Compensation certificates furnished upon request. Vickers Demolition, Inc.'s insurance will not be in effect until our equipment is on the job site.

All debris from the demolition will be hauled off and disposed of in a business-like manner. All salvage becomes the property of Vickers Demolition, Inc. upon signing of contract.

Vickers Demolition, Inc. will honor the above-mentioned price for 90 days. After 90 days we reserve the right to revisit to the site and reassess the proposal. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Payment is due upon completion. 1-1/2% per month (18% per annum) added to accounts over 30 days. Contractee agrees to pay to Contractor all attorney fees, expenses and costs which may be incurred by contractor in collecting past due amounts owed under the contract.

ACCEPTED BY:

SUBMITTED BY:

Alicia Neal, Secretary

DATE _____

Please sign, date and return copy {if accepted}

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - October 25, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Wastewater Treatment Plant: Primary Clarifier Tank 3 and 4 Overhaul

Legislation Title:

Primary Clarifier Tank 3 and 4 Overhaul

Background/Synopsis:

The Wastewater Division's Primary Treatment Process is utilized to remove organic solids from wastewater. Raw wastewater flows through the treatment plant's six (6) primary clarifier tanks which are used for raw sludge and grease removal. The physical process of flotation and sedimentation takes place in the clarifier tanks. Heavy organic matter (sludge) settles to the bottom of the tanks, and floatable organic matter (grease) floats to the top of the tank, where it is all removed mechanically and sent to the "Solids Handling" portion of the treatment process known as Anaerobic Digestion.

The tanks are constructed with mechanical components including sprockets, drive chain, sleeves, bearings and a large variety of wear items. These components have exceeded their useful life and are in need of replacement before they fail.

The components being replaced will be replaced with in-kind components manufactured by Evoqua. A sole source letter and proposal are attached for review. Wastewater Division Staff will be replacing the components in-house.

Financial Impact:

An appropriation in the amount of \$35,000.00 is being requested to purchase components to rebuild the Wastewater Division's Primary Clarifiers.

Funding for the majority of this project is included in the 2021-2025 Capital Improvement Program under project number 1WW04, Primary System Tank Overhaul. The funding source is the Sewer Surplus Fund. Additional funding for the project – as needed - will be redirected from project number 1WW03, Manhole Rehabilitation Program. Funding source is also Sewer Surplus.

Attachments:

1. Fairfield OH - Chain Clarifier - 2021-484684
2. Sole Source Letter-Fairfield OH SBP

Proposal For: CITY OF FAIRFIELD
Randy Hassler
5350 PLEASANT AVE
FAIRFIELD, OH 45014-3567
Phone: 5138675300
rhassler@fairfield-city.org

Scott B. Perry
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: 262-521-8209
scott.perry@evoqua.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W2T119925 CHAIN-DRIVE,NH78,2.609"P, POLY,304SS PIN Reference #: 841-28110	30 FT	\$44.73	\$1,341.90
2	W3T380742 SPROCKET,NH78 40T 33.25"PD 4.00"B S-DISH Reference #: 303-80310-5	2 EA	\$2,749.73	\$5,499.46
3	W3T307698 SPROCKET,NCS720S 23T KEYED 4.00"B BLK Reference #: 303-80343-10	4 EA	\$764.62	\$3,058.48
4	W3T307728 SPROCKET,720/730 17T STATIC 5.05"B BLK Reference #: 303-80346-20	12 EA	\$439.64	\$5,275.68
5	W2T319464 BRNG,SLEEV;3.5 IN ID;4.94 IN OD;UHMW-PE Reference #: 603-31141-8	12 EA	\$149.62	\$1,795.44
6	W3T94209 BEARING-WALL,4.00"DIA,SA,BABB,W/GREASE Reference #: A65890-BB3	4 EA	\$918.78	\$3,675.12
7	W2T119330 COLLAR-SET,SPLIT,4.00"BORE, .88"THK,UHMW Reference #: 303-70369-113	4 EA	\$47.65	\$190.60
8	W3T525097 FLIGHT-SIGMA+, 3 X 8 X 235.00"LG, POLY	5 EA	\$292.40	\$1,462.00
9	W2T120738 ANCHOR-SCREW;0.25D X 2", VINYL Reference #: 841-19445	190 EA	\$0.20	\$38.00
10	W2T120477 SHOE-WEAR,RETURN,L 3 X 3 X .5 X 4",UHMW Reference #: 303-2097-1	72 EA	\$8.76	\$630.72
11	W2T118570 SHOE-WEAR,CARRY,3X3X 0.5 X 5.5",BLK,UHMW Reference #: 303-2099-1	72 EA	\$10.30	\$741.60

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

12	W3T525098 HEADSHAFT, 4.000" DIA X 241.00" LG, 1018 Reference #: 40430-111-1 Please confirm shaft length, prior to placing order.	2 EA	\$4,874.39	\$9,748.78
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Currency: USD

Item(s) Subtotal: **\$33,457.78**
 Shipping and Handling Charges: **\$1,675.45**
Total Net Price: \$35,133.23

Proposal Notes:

Labor and material shortages have increased prices and resulted in longer lead times. Current lead times vary from 7 to 12 weeks on items quoted.

Material Escalation

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 221.4 for September 2020. If the MMPI exceeds 230.0 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI factor.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Tim Shaw
 Company: The Henry P. Thompson Company
 List Address: 101 Main St Suite 300
 Milford, OH, 45150
 Phone: (513) 807-7256
 Email: tshaw@hpthompson.com

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge
- Incoterms: FOB - Free on board
- Incoterms 2: Free on board

Terms

- This quote is valid until 10-29-2021
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to:
 - or Email to: scott.perry@evoqua.com
- You may also mail to:
 - Evoqua Water Technologies
 - N19W23993 Ridgeview Pkwy, Suite 200
 - Waukesha, WI 53188

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: **044000037**
Wire Routing / ABA: **021000021**
Remittance details should go to: **electronicfunds@evoqua.com**

Paper checks via Postal Service

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

Paper checks via Overnight / Courier

Paper checks via Overnight / Courier:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: **electronicfunds@evoqua.com**

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days of invoice date. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)



September 24, 2020

City of Fairfield
Mr. Randy Hassler
5350 PLEASANT AVE
FAIRFIELD, OH 45014

Subject: Evoqua Water Technologies LLC
Sole Source Letter

The part numbers listed on Evoqua Water Technologies LLC Quote 2019-363765 Rev: 3 for the existing Chain and Scraper Rectangular Clarifier equipment furnished on original US Filter order #17756, can only be purchased from Evoqua Water Technologies LLC, Inc.

This equipment is proprietary to Evoqua Water Technologies LLC. Inc. and we have all the original contract drawings.

Tim Shaw, with The Henry P. Thompson Company, is our local contracted representative and equipment supplier for Evoqua Water Technologies LLC in the state of Ohio, for all products formerly sold under the Rexnord, Envirex, US Filter, FMC, Siemens Water Technologies, Siemens Industry, Inc. and the current Evoqua Water Technologies LLC names.

Tim can be reached at (513) 807-7256.

Regards.

Scott B. Perry

Scott B. Perry; Northeast Regional Sales Representative
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: 859-402-4480
scott.perry@evoqua.com



**City Council Information Item
Regular Meeting - October 25, 2021**

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Instrumentation Equipment

Legislation Title:

Wastewater Division Instrumentation Equipment

Background/Synopsis:

The Wastewater Facility utilizes a wide variety of instrumentation in order to physically monitor and control processes ensuring regulatory compliance. It is necessary to integrate new technologies and modern equipment to keep the Wastewater Facility up-to-date and in optimal working order. The equipment being purchased will replace instrumentation equipment that has exceeded its life expectancy with state-of-the-art equipment using the latest available technology.

The requested appropriation is for the purchase of Aeration System Dissolved Oxygen Probes and a Final Effluent Flow Meter; cost estimates are attached for review. City staff will install all instrumentation equipment.

Financial Impact:

An appropriation in the amount of \$10,000.00 is being requested for the purchase of replacement instrumentation equipment.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project number 1WW05, Instrumentation Replacement Program. The funding source is the Sewer Surplus Fund.

Attachments:

1. Hach LDO
2. Meters & Controls Effluent Flow Meter



Quote

Web Quote Number:	62077194494	Quote Source:	Web
Account Number:	051216	Login Name:	rhassler@fairfield-city.org
Updated On:	10/13/2021	Expiration Date:	12/12/2021
Entered/Placed On:	10/13/2021		
Quote Reference Number:			

Quote List

Line #	Product # / Item	Quantity	Unit Price	Total Price
1	9021100 Replacement Sensor Cap Kit for LDO 2 sc Dissolved Oxygen Sensor	5	\$266.00	\$1,330.00
2	9020000-UPGRADE Hach LDO Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology, with Mounting Conversion Adapter	1	\$2,400.00	\$2,400.00
3	8322301 DPD1P1 Digital pH Sensor, PEEK, Convertible w/Adaptor Cable	1	\$1,235.00	\$1,235.00
4	8809200 SC200 UV Protection Screen	1	\$192.00	\$192.00
5	LXV404.99.00552 SC200 Universal Controller: 100-240 V AC with two digital sensor inputs and two 4-20 mA outputs	1	\$2,468.00	\$2,468.00
Subtotal:				\$7,625.00
Estimated Shipping and Handling:				\$175.40
Total:				\$7,800.40

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

Contact Information

Randy Hassler
(513) 858-7760
rhassler@fairfield-city.org

Billing Address

City of Fairfield
Randy Hassler
5350 Pleasant Avenue
Fairfield, Ohio 45014
USA
(513) 858-7760

Terms and Conditions

- Net 30 Days From Invoice Date
- By placing your Quote, you agree to Hach Standard Terms and Conditions at hach.com/terms.
- Standard shipping rates apply. Please visit hach.com/shippingPolicyAndRates for details.
- Quote is valid until the expiration date.
- Due to U.S. Export Compliance regulations and packaging concerns, online ordering is NOT available for export transactions and orders with ultimate destination or use outside the USA (including Puerto Rico, U.S. Virgin Islands, Guam and other U.S. territories and APO or FPO addresses). By processing your request, you are certifying the ordered products are not for ultimate use outside the 50 United States.

HACH COMPANY
5600 Lindbergh Drive
PO Box 389
Loveland, Colorado 80539
Tel: 970-669-3050
Fax: 970-669-2932
hach.com

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

Quotation October 13, 2021

Randy Hassler, Wastewater Division

City of Fairfield, Ohio

4799 Groh Lane . Fairfield, OH 45014

513-858-7760

Application:

3 ft Parshall flume
 25 MGD max (possible n future)
 Norma .6 ft (7.2"), high
 100 ft transducer cable
 Monitor installed inside
 Include transducer mounting bracket.
 Power by 120 VAC
 20 ma out put = 25 MGD

(1) Model PDS -360 flow meter ...	\$ 1890.00
PVC Sensor bracket ...	\$ 160.00
Additional sensor cable ...	\$ 0.70 per foot.

Note: sensor cable must be spliced to sensor in the field.

We discontinued continuous cable on sensor. Sensor has 30 ft. cable attached.

70 feet of cable is required for 100 feet ... **\$ 49.00**

Total ... \$ 2,090.00

Shipping \$70 (With 30 ft + 70 ft of cable

Lead time 2 - 3 weeks ARO . FOB Shipping point

Terms net 30 days plus 1.% per month past due

Remit to: METERS & CONTROLS CO., Inc . P. O. Box 53247 . Cincinnati,
 Ohio 45253-0247

Raymond A. Dietz, cell: 513-225-7258
METERS & CONTROLS COMPANY, Inc.
 Serving Ohio, Kentucky & Indiana for 31 years

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

Flow . Level . Gas Detection. Water Quality
7619 Hamilton Ave, Moved December 20, 2018
Cincinnati, Ohio 45231
800-745-3569, X 102



City Council Information Item
Regular Meeting - October 25, 2021

Submitted by: Matt Young,
 Submitting Department: Public Utilities

Subject:

Collection Garage Multi-purpose Room

Legislation Title:

Collection Garage Multi-purpose Room

Background/Synopsis: The collection garage previously housed office space for collection staff until a new facility was built in 2008 replacing the dated offices. Since that time the space has remained dormant and was not an efficient use of the space. Earlier this year, collection staff demolished the old offices to repurpose the space as a workshop area and multipurpose room. City staff has already acquired a building permit from the Development Services Department for this work.

City staff proposes to procure building materials from two sources, Butler County Lumber Company and H&H Structural, per the attached quotes. Collection crew staff will construct the improvements.

Financial Impact:

An appropriation in the amount of \$14,000.00 is requested for the purchase of building materials to construct the improvements inside the collection garage. An additional appropriation in the amount of \$3,000.00 is requested for project related supplies including plumbing and electrical items from various City vendors.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program under Project 1WW13. The funding source is 623 – Sewer Replacement and Improvement Fund.

Attachments:

1. 2109-107343 - Butler County Lumber
2. BEAM ESTIMATE HH



Butler County Lumber Co.
961 Main St
PO Box 13090
Hamilton OH 45013
513-896-6660
Fax: 513-896-7759

11.E.4.a



QUOTE

2109-107343 R2 PAGE 1 OF 2

SOLD TO
CITY OF FAIRFIELD FINANCE OFFICE RM104 5350 PLEASANT AVE FAIRFIELD OH 45014-3597

JOB ADDRESS
FF TREATMENT PLANT MARK MILLS FAIRFIELD OH 45014-3597 520-7090

ACCOUNT	JOB
CITYF	0
CREATED ON	09/20/2021
EXPIRES ON	10/20/2021
BRANCH	1000
CUSTOMER PO#	
STATION	B3
CASHIER	MJ
SALESPERSON	
ORDER ENTRY	MJ
MODIFIED BY	MJ

Item	Description	D	Quantity	U/M	Price	Per	Amount
	OSW						
2616T	2 X 6 - 16' S.Y.P. TREATED #1		11	PC	22.4000	PC	246.40
6SSD	SILL SEAL - 6" X 50' STYRO		2	ROLL	5.3500	ROLL	10.70
2616	2 X 6 - 16' S.P.F.		11	PC	25.6000	PC	281.60
2610	2 X 6 - 10' S.P.F.		100	PC	15.9900	PC	1599.00
2812	2 X 8 - 12' S.P.F.		2	PC	26.9900	PC	53.98
	OSW						2,191.68
	FLR SYS						
21210Y	2 X 12 - 10' S.Y.P. #1		46	PC	28.9500	PC	1331.70
21212Y	2 X 12 - 12' S.Y.P. #1		4	PC	29.5000	PC	118.00
210WB	2 X 10" WOOD BRIDGING		100	PC	1.2500	PC	125.00
4834TGA	4 X 8 - 3/4" T & G ADVANTECH		15	PC	96.3000	PC	1444.50
	FLR SYS						3,019.20
	HEADER						
21212Y	2 X 12 - 12' S.Y.P. #1		3	PC	29.5000	PC	88.50
4812OS	4 X 8 - 1/2" O.S.B. BOARD		2	PC	34.9900	PC	69.98
	HEADER						158.48
	BM SUPP						
BC407	4" BSMT COLUMN MC407 7'9" - 8'1"		3	EACH	89.9500	EACH	269.85
	BM SUPP						269.85
	PLY WALL						
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO THE COVID-19 PANDEMIC				Subtotal			
				Sales Tax			
				Total			

Buyer:



Signature

Packet Pg. 142

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)



Butler County Lumber Co.
961 Main St
PO Box 13090
Hamilton OH 45013
513-896-6660
Fax: 513-896-7759

11.E.4.a



QUOTE

2109-107343 R2 PAGE 2 OF 2

SOLD TO
CITY OF FAIRFIELD FINANCE OFFICE RM104 5350 PLEASANT AVE FAIRFIELD OH 45014-3597

JOB ADDRESS
FF TREATMENT PLANT MARK MILLS FAIRFIELD OH 45014-3597 520-7090

ACCOUNT	JOB
CITYF	0
CREATED ON	09/20/2021
EXPIRES ON	10/20/2021
BRANCH	1000
CUSTOMER PO#	
STATION	B3
CASHIER	MJ
SALESPERSON	
ORDER ENTRY	MJ
MODIFIED BY	MJ

Item	Description	D	Quantity	U/M	Price	Per	Amount
12CDX	4 X 8 - 1/2" CDX 4 PLY		15	PC	23.9900	PC	359.85
	PLY WALL						359.85
	ISW						
2616T	2 X 6 - 16' S.Y.P. TREATED #1		2	PC	22.4000	PC	44.80
2616	2 X 6 - 16' S.P.F.		2	PC	25.6000	PC	51.20
2610	2 X 6 - 10' S.P.F.		20	PC	15.9900	PC	319.80
MISC	MISC FASTENER AND HARDWARE		1	EACH	1000.0000	EACH	1000.00
	ISW						1,415.80
	CLG MAT,						
WMFG	WALL MOLD (12') - FIREGUARD		8	PC	8.3500	PC	66.80
MRFG	MAIN RUNNER (12')-FIREGUARD		18	PC	13.5000	PC	243.00
CT4FG	CROSS TEE (4')-FIREGUARD		60	PC	5.6500	PC	339.00
12GHWPP	12' HANGING WIRE		5	EACH	1.5000	EACH	7.50
A915C	2 X 4 FIREGUARD #915 (8 PCS)		8	CRTN	78.6500	CRTN	629.20
	CLG MAT,						1,285.50
	MTL DR UTS						
NSITEM	STEELCRAFT DOOR UNITS FLUSH DOOR FRAME WS ANCHORS PASSAGE SET HINGES AND CLOSER NO DRYWALL OR INSULATION FIGURED		2	EACH	2125.0000	EACH	4250.00
	MTL DR UTS						4,250.00
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO THE COVID-19 PANDEMIC				OH EX 0.00% EXE: ON FILE		Subtotal	12,950.36
						Sales Tax	0.00
						Total	12,950.36

Buyer:



Signature

Packet Pg. 143

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

H&H STRUCTURAL CONTRACTING

3245 PROFIT DR.
 FAIRFIELD OHIO 45014
 513-874-8764
 FAX 513-874-8767

EstimateNumber: **13112-2**Date: **October 14, 2021****Bill To:**

CITY OF FAIRFIELD
 WASTE WATER
 GROH LN
 FAIRFIELD, OH 45014

Ship To:

CITY OF FAIRFIELD
 WASTE WATER
 GROH LN
 FAIRFIELD, OH 45014

PO Number	Terms	Customer #	Ship	Via	Project
					COLLECTION BLG

Item #	Description	Quantity	Price Each	Amount
1	8" x 31# x 22' long beam	1.00	638.00	638.00
Total				\$638.00

Attachment: NonContractualAppropriations.102521 (3009 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-20 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021."

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

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

From:	Unappropriated Capital Improvement Fund	\$20,000
To:	40216023-233900 Other Professional Services (6760 Dixie Highway Demolition)	\$20,000
From:	Unappropriated Water Replacement & Improvement Fund	\$22,100
To:	60416025-252000 Improvements Other Than Building (Seward Tank Water Mixing System 1WT06 (\$9,300); Raw Water Pipe Insulation 1WT15 (\$12,800))	\$22,100
From:	Unappropriated Water Surplus Fund	\$5,000
To:	60516025-252000 Improvements Other Than Building (Raw Water Well 3 and 8 SCADA Integration 1WT23)	\$5,000
From:	Unappropriated Sewer Replacement & Improvement Fund	\$17,000
To:	62316025-252000 Improvements Other Than Building (Collection Garage Multi-purpose Room (multiple vendors) 1WW13)	\$17,000

Attachment: NonContractual 10-26-Ord (3009 : Non-Contractual Appropriations)

From:	Unappropriated Sewer Surplus Fund	\$45,000
To:	62416025-252000 Improvements Other Than Bldg (Primary Clarifier Tank 3 and 4 Overhaul 1WW04)	\$35,000
To:	62416025-253200 Capital Equipment (Replace Instrumentation Equipment 1WW05)	\$10,000

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\2021\NonContractual 10-26-Ord

Attachment: NonContractual 10-26-Ord (3009 : Non-Contractual Appropriations)