

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 24, 2022 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 - 2023 Operating Budget
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**
 - A. Councilmember Adam Kraft
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS**
- 8. CITIZEN COMMENTS**
- 9. PUBLIC HEARING(S)**
- 10. APPROVAL OF MINUTES**
 - a. Regular Meeting held October 11, 2022
- 11. OLD BUSINESS AND REPORTS**

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

D. PUBLIC SAFETY

Councilmember Dale Paullus

E. PUBLIC UTILITIES

Councilmember Adam Kraft

F. PUBLIC WORKS

Councilmember Terry Senger

G. FINANCE & BUDGET

Councilmember Tim Meyers

12. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES

Councilmember Matt Davidson

1. Ordinance to authorize the City Manager to enter into the Revised Cooperation Agreement with Butler County for the Butler County Entitlement Program for the program years 2023-2025 and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to execute the FY 2023 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

B. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

1. Ordinance to authorize the City Manager to execute the agreement for a State Capital Grant to fund a portion of the Harbin Park Phase 2 Project and declaring an emergency.

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

C. PUBLIC UTILITIES

Councilmember Adam Kraft

1. Ordinance to authorize the City Manager to enter into a contract with Ovivo USA, LLC for repair of critical treatment equipment at the City's sewer plant and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC WORKS

Councilmember Terry Senger

1. Ordinance to authorize the City Manager to enter into an agreement with the City of Hamilton, Ohio for cooperatively funding the repaving of Joe Nuxhall Way (formerly Forest Lake Lane) between River Road and the entrance to Joyce Park and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

E. FINANCE & BUDGET

Councilmember Tim Meyers

1. Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022."

Contractual Appropriations: \$330,000 for repair of critical treatment equipment at the Wastewater Plant.

 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022."

Non-Contractual Appropriations: \$11,200 for Water Division Instrumentation; \$47,000 for fuel and oxygen for Fire Department; \$28,000 for Wireless Networking Infrastructure.

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

13. MEETING SCHEDULE

- A. Monday, November 14 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, December 5 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
October 11, 2022**

Council-Manager Briefing

Harbin Park Phase II Presentation

Mayor Rhodus called the briefing to order at 6:30 PM. Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Steve Wolterman, Tiphonie Mays, Alisha Wilson, Steve Maynard, Adam Sackenheim, Randy McCreadie, Ben Mann, Greg Kathman, Laurie Murphy, Carol Mayhall and Kristina Cooper.

Parks & Recreation Director Tiphonie Mays presented the Harbin Park Phase II presentation. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Senger led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

Councilmember Besl, seconded by Councilmember Meyers, moved for Executive Session to discuss the status of collective bargaining with public employees regarding their compensation, benefits and other terms and conditions of employment. Roll call vote, 7-0.

Special Presentations

None.

Citizen Comments

None.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of September 26, 2022 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations

Councilmember Leslie Besl

Development Services

Councilmember Matt Davidson

1. Festival/Event discussion

Councilmember Davidson expressed his desire to see the City host a festival or large event, such as Indian Summer Days. Councilmember Paullus agreed and mentioned previous discussions with staff about the same idea. Councilmembers Davidson and Paullus will lead an effort to bring this type of event to the city and will bring back ideas for additional discussion at a future meeting.

Parks, Recreation and Environment

Councilmember Gwen Brill

Public Safety

Councilmember Dale Paullus

Public Utilities

Councilmember Adam Kraft

Public Works

Councilmember Terry Senger

Finance & Budget

Councilmember Tim Meyers

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

NEW BUSINESS

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

Community & Public Relations

Councilmember Leslie Besl

Simple Motion: Motion to approve the December 2022 Meeting Schedule for City Council Meetings.

Recommendation:

It is recommended that Council, via simple motion, approve the December 2022 meeting schedule. City Council will meet on the first and second Mondays of December, December 5th and December 12th, 2022, for regular meetings.

SIMPLE MOTION NO. 19-22. APPROVED 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Leslie Besl, Councilmember, 1st Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Kraft

Development Services

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

An Ordinance amending Ordinance 92-20 and declaring the improvements of additional property to be exempt from real property taxation; designating specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that one made will directly benefit, the existing parcels and the additional parcels for which improvement is declared to be a public purpose, requiring annual service payments in lieu of taxes; directing same to be deposited in to the Municipal Public Improvement Tax Increment Equivalent Fund; providing related authorizations pursuant to Ohio Revised Code Sections 5709.40(B), 5709.42, 5709.43 and 5709.85; and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 127-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Kraft

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for NP FTC, LLC for construction of two speculative industrial buildings at the property known as the Morris Farm at 8250 Seward Road, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 128-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Kraft

Public Safety

Councilmember Dale Paullus

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into the Butler County Mutual Police Aid Agreement and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into the Butler County Mutual Police Aid Agreement to provide for additional police protection and related support in times of emergency.

ORDINANCE NO. 129-22. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Stryker Corporation for the purchase of medical equipment for the Fire Department awarded through the Assistance to Firefighters Grant (AFG) and declaring an emergency.

ORDINANCE NO. 130-22. APPROVED 7-0.

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

Finance & Budget

Councilmember Tim Meyers

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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. 131-22. APPROVED 7-0.

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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. 132-22. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, October 24 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 14 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, November 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:50 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at 8:05 PM.

ATTEST:

 Clerk of Council

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)



Harbin Park – Phase II

October 11, 2022



Agenda

- Brief review of the Harbin Park Master Plan (2016)
- Summary of the Parks User Satisfaction Survey (2021)
- Project prioritization and planning timeline
- Current status of planning and upcoming projects
- Phase II concept plan
- Next Steps
- Questions



Harbin Park Master Plan

- Approved and presented at the October 11, 2016 Council Meeting.
- Multiple public sessions and interactive community feedback opportunities throughout the process.
 - ✓ Stakeholders meeting on August 3, 2016.
 - ✓ Two public input meetings (June 14, 2016 and September 15, 2016).
 - ✓ Online community feedback through the “MySidewalk” App.

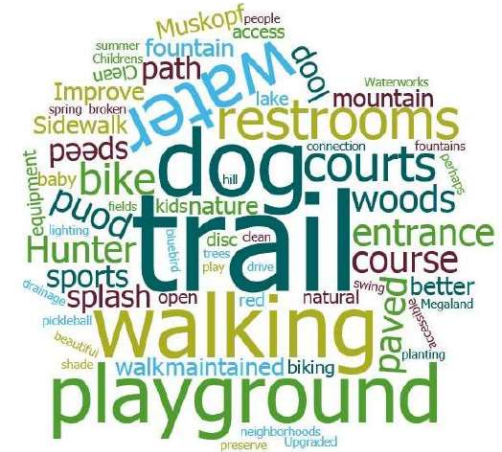


Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

Harbin Park Master Plan

• Goals:

- ✓ Connectivity to neighborhoods and within the park.
- ✓ Replace outdated facilities:
 - Trails/Walking Paths
 - Restrooms
 - Playground
 - Shelters
 - Disc Golf
- ✓ Improve user experience and attraction by upgrading to modern equipment.
- ✓ Maintain/provide a natural environment.
- ✓ Expand pickleball courts.
- ✓ Fitness station upgrades and/or dedicated fitness area.



Parks User Satisfaction Survey (2021)

- Conducted in February 2021.
- 434 responses.
 - ✓ 351 respondents live or own property in Fairfield (81%)
- 15-question on-line survey to gauge community satisfaction.
 - ✓ Top amenities most valuable to residents and their families*:
 - Walking/Biking Paths (72.3%)
 - Restrooms (59%)
 - Playgrounds (44.9%)
 - Picnic Shelters (37.2%)
 - Disc Golf (11.9%)

Q4. Which of the following park amenities are the most valuable to you and your family? (Check all that apply)

Answer Choices	Responses	
Walk/Bike Paths	72.33%	311
Restrooms	59.07%	254
Parking	48.60%	209
Playgrounds	44.88%	193
Outdoor Concert Venue	41.63%	179
Open Space/Lawn Area	38.60%	166
Picnic Shelters	37.21%	160
Community Gardens	17.91%	77
Dog Off-Leash Areas	12.79%	55
Disc Golf	11.86%	51
BBQ Grill	9.07%	39
Ball Diamond	8.14%	35
Mountain Bike Trails	8.14%	35
Basketball Courts	7.44%	32
Soccer Field	6.98%	30
Pickleball Courts	6.28%	27
Tennis Courts	6.05%	26
Sand Volleyball Courts	2.33%	10
Other (please specify)		36

Project prioritization and planning timeline

- Driven by Master Plan goals, current data, and community feedback.
- Four distinct “phases” of the renovation project include:
 - ✓ Phase I: Overlook Renovation
 - Site demolition and re-grading, perimeter loop, large pavilion and new restrooms.
 - ✓ Phase II: Central Renovation
 - Play area, parking, and medium shelters.
 - ✓ Phase III: Lower Renovation
 - Disc golf, shelters, restrooms, outdoor fitness and tennis courts.
 - ✓ Phase IV: Internal Renovation
 - Internal trail connection to all areas, park entrance and wayfinding.

Phase I – Renovation and Upgrades

- Perimeter loop, site demolition/re-grading, large pavilion and new restrooms.

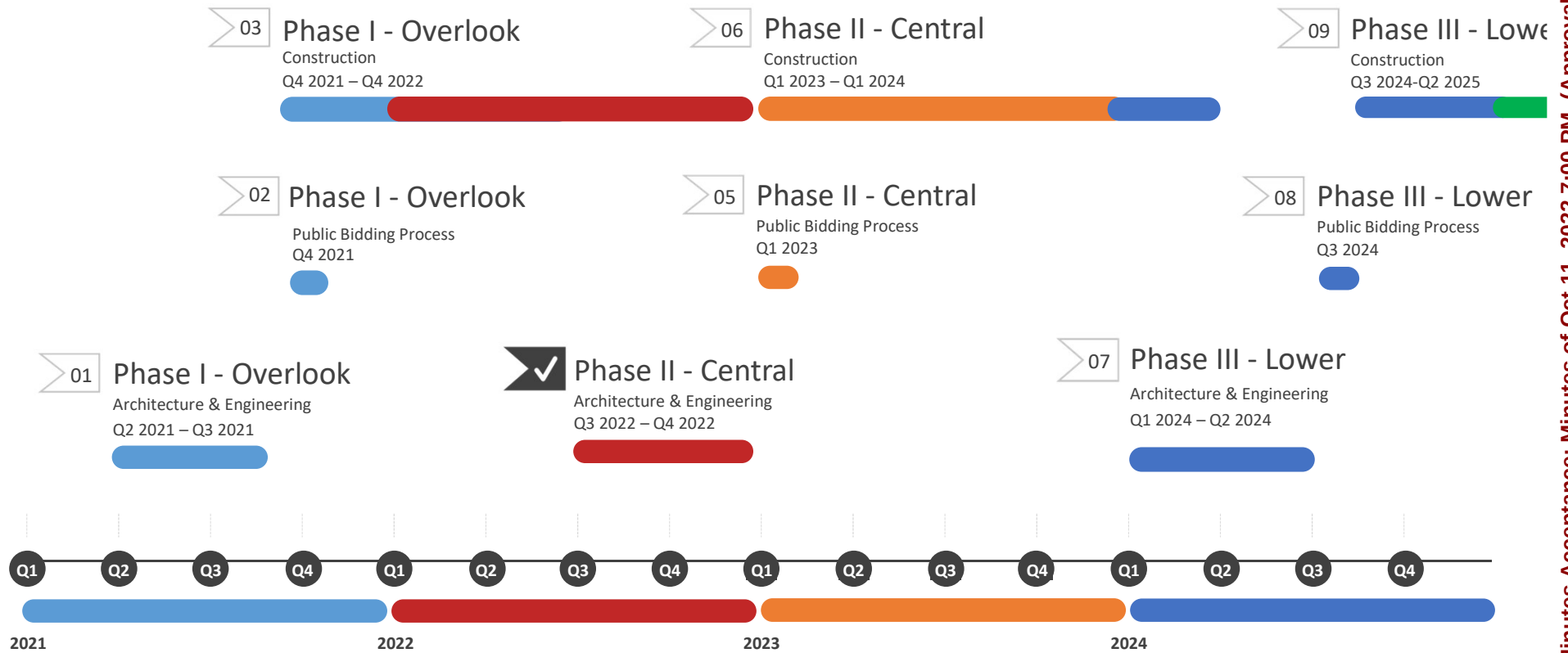


Phase II – Central Renovation

- Key components of the renovation:
 - ✓ Adult changing tables located in the new restroom
 - ✓ Upgraded and modern play area
 - ✓ ADA accessible play features and water play area
 - ✓ Solid play surface for wheelchairs and strollers
 - ✓ Medium sized shelters
 - ✓ New parking area
- Considerations for the design included:
 - ✓ Feedback from community input sessions
 - Many comments regarding the need for updated play areas.
 - ✓ Fairfield Forward and Parks Master Plan goals
 - Focus on water play and splash pads.
 - ✓ Inclusive and accessible play that allows for free movement and areas for those with sensory issues.



Project Timeline



Next Steps

- Architecture and Engineering for Phase II:
 - ✓ Parking Lot
 - ✓ Play Area
- Complete construction of Phase I
- Grand Opening of Phase I
- Public Bidding for Phase II

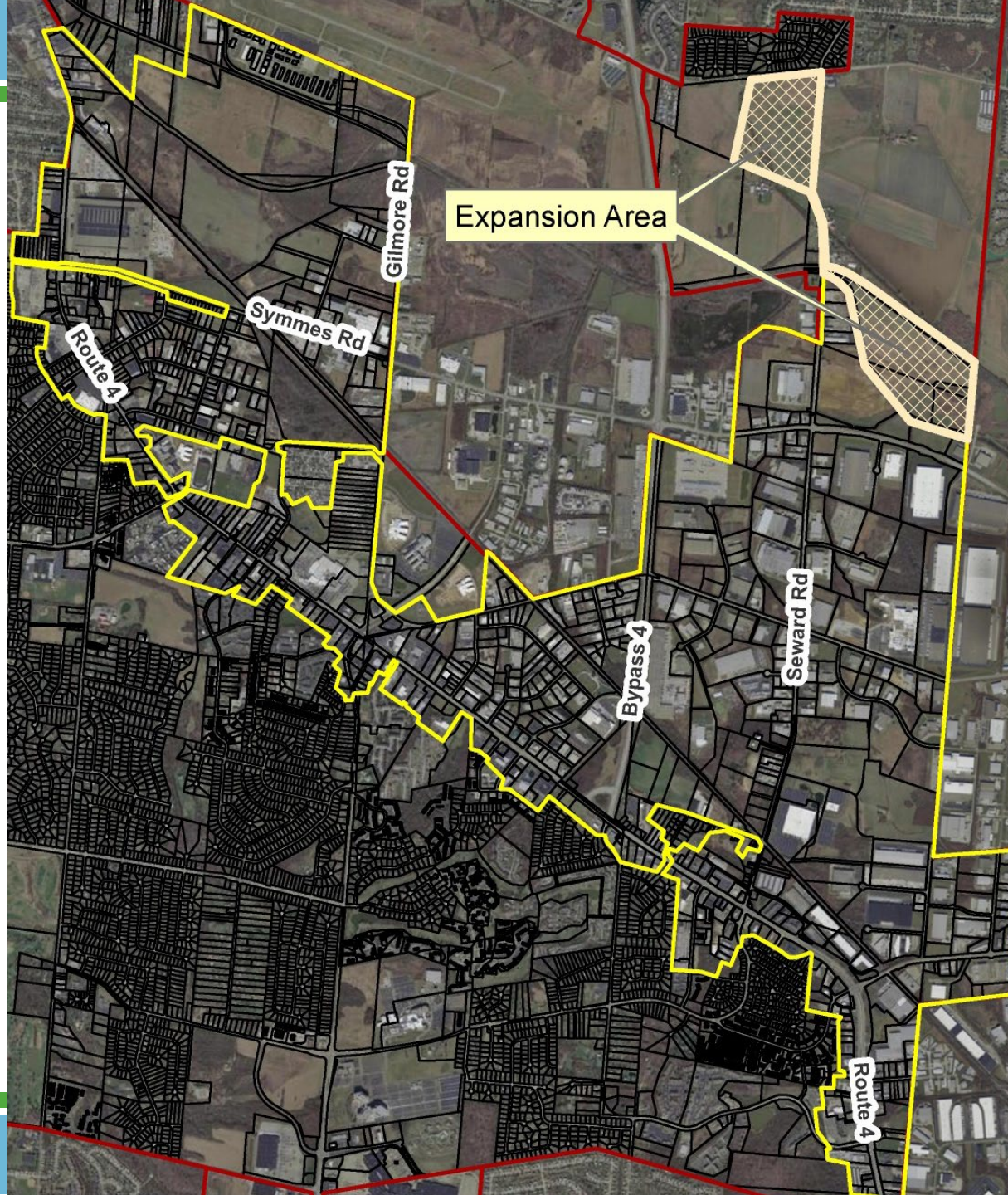


Questions?

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

Northeast Area TIF District

Proposed Addition



Northeast Area TIF District

Proposed Addition

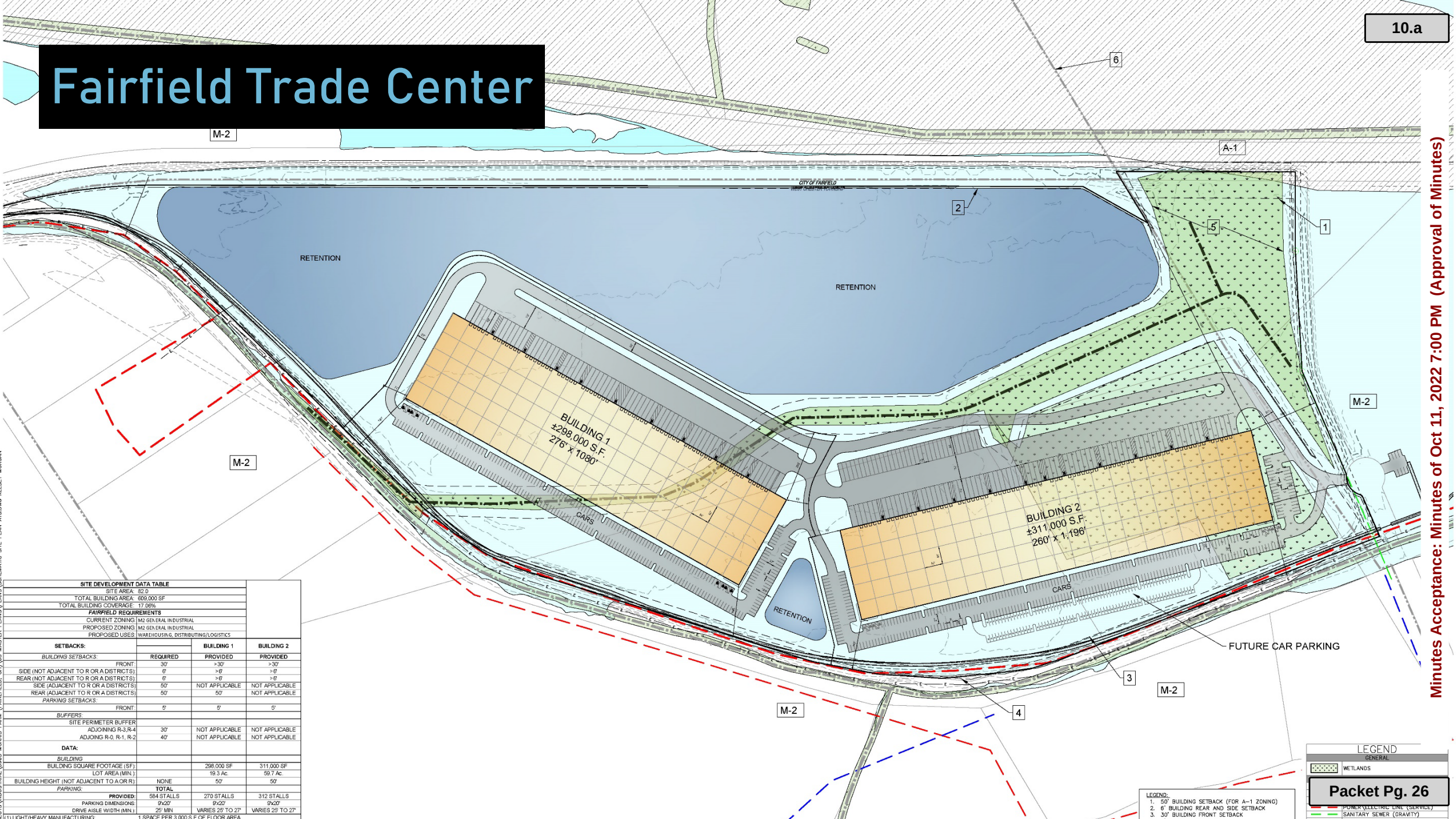


Miller Farm West

Morris Farm

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)

Fairfield Trade Center



PROJECTS INDUSTRIAL 3885 MORRIS FARM (FAIRFIELD, OH) 05 MASTER PLANS/PLANS/SCHEMATIC SITE PLAN ALLDING KELSEY MORGAN

SITE DEVELOPMENT DATA TABLE				
SITE AREA: 82.0				
TOTAL BUILDING AREA: 609,000 SF				
TOTAL BUILDING COVERAGE: 17.00%				
FAIRFIELD REQUIREMENTS				
CURRENT ZONING: M2 GENERAL INDUSTRIAL				
PROPOSED ZONING: M2 GENERAL INDUSTRIAL				
PROPOSED USES: WAREHOUSING, DISTRIBUTING/LOGISTICS				
SETBACKS:		BUILDING 1	BUILDING 2	
BUILDING SETBACKS:		PROVIDED	PROVIDED	
FRONT:	REQUIRED	> 30'	> 30'	
SIDE (NOT ADJACENT TO R OR A DISTRICTS):	30'	> 6'	> 6'	
REAR (NOT ADJACENT TO R OR A DISTRICTS):	0'	> 6'	> 6'	
SIDE (ADJACENT TO R OR A DISTRICTS):	50'	NOT APPLICABLE	NOT APPLICABLE	
REAR (ADJACENT TO R OR A DISTRICTS):	50'	NOT APPLICABLE	NOT APPLICABLE	
PARKING SETBACKS:				
FRONT:	0'	0'	0'	
BUFFERS:				
SITE PERIMETER BUFFER:				
ADJOINING R-3, R-4:	30'	NOT APPLICABLE	NOT APPLICABLE	
ADJOINING R-0, R-1, R-2:	40'	NOT APPLICABLE	NOT APPLICABLE	
DATA:				
BUILDING:				
BUILDING SQUARE FOOTAGE (SF):		298,000 SF	311,000 SF	
LOT AREA (MIN.):		19.3 AC.	59.7 AC.	
BUILDING HEIGHT (NOT ADJACENT TO A OR R):	NONE	50'	50'	
PARKING:				
PROVIDED:	584 STALLS	270 STALLS	312 STALLS	
PARKING DIMENSIONS:	9'x20'	9'x20'	9'x20'	
DRIVE AISLE WIDTH (MIN.):	25' MIN.	VARIES 25' TO 27'	VARIES 25' TO 27'	
(1) LIGHT/HEAVY MANUFACTURING:	1 SPACE PER 3,000 S.F. OF FLOOR AREA			
(2) WAREHOUSING/DISTRIBUTING:	1 SPACE PER 3,000 S.F. OF FLOOR AREA			

LEGEND

GENERAL

WETLANDS

POWER/ELECTRIC LINE (SERVICE)

SANITARY SEWER (GRAVITY)

WATER LINE

Packet Pg. 26

Minutes Acceptance: Minutes of Oct 11, 2022 7:00 PM (Approval of Minutes)



City Council Ordinance
Regular Meeting - October 24, 2022

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

Subject:

Butler County Entitlement Program Revised Cooperation Agreement

Legislation Title:

Ordinance to authorize the City Manager to enter into the Revised Cooperation Agreement with Butler County for the Butler County Entitlement Program for the program years 2023-2025 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:

Butler County is required to requalify with the United States Department of Housing and Urban Development (HUD) every three years as an Urban County to directly receive Community Development Block Grant (CDBG) funds to assist Butler County communities. As part of the requalification process, the City is required to sign a Cooperation Agreement that outlines the duties and responsibilities for both the City and County.

Fairfield and Oxford joined the Entitlement Program in 1999 when Butler County became an Entitlement Community, which is based on a minimum population size of 200,000 people. The cities of Hamilton and Middletown operate their own entitlement programs and receive funding directly from HUD. As part of this agreement both Fairfield and Oxford were each guaranteed no less than 10% of the total funds Butler County received from HUD. Fairfield has utilized this funding source over the years to complete 23 projects in the community.

In June 2022, City Council passed an ordinance approving the 2023-2025 Cooperative Agreement that included the 10% guaranteed funding allotment. HUD reviews all cooperation agreements and flagged the Fairfield and Oxford agreements as not in compliance with federal regulations. HUD has stated that the guaranteed 10% funding clause is no longer acceptable and has requested a new cooperation agreement that omits this language. All other language of the agreement has remained unaltered.

Financial Impact:

Emergency Provision Explanation:

Butler County is awaiting this ordinance and executed agreement so they can proceed with allocating funding for the 2023 program year.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Revised 2023-2025 CoopAgreement-Fairfield rev2.doc
2. Butler County Entitlement Program-Ord

COOPERATION AGREEMENT
for the
BUTLER COUNTY ENTITLEMENT PROGRAM
Program Years 2023-2025

This Agreement between the County of Butler, Ohio, hereinafter referred to as “County” and the City of Fairfield, Ohio, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, (hereinafter called the “Act”), which has as its primary objective, the development of viable urban communities, and whereby federal assistance will be provided for the support of community development activities which are directed toward the following specific objectives:

- 1) The elimination of slums and blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income;
- 2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities;
- 3) The conservation and expansion of the Nation’s housing stock in order to provide a decent home and suitable living environment for all persons, but principally those of low and moderate income;
- 4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities;
- 5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, and other needed activity centers;
- 6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for

persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income;

- 7) The restoration and preservation of properties of special value for historic, architectural, or esthetic reasons;
- 8) The alleviation of physical and economic distress through the stimulation of private investment and downtown revitalization in Neighborhood Business Districts.

WHEREAS, both the City and the County are desirous of entering into community development activities within Butler County, which are directed toward the above and specific objectives, and for that reason, desirous of seeking such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the City and the County each have the authority under Ohio law to carry out the kinds of activities which are the objectives of the Act; and

WHEREAS, the Act contemplates and encourages the joining together, by agreement, of counties with cities having populations less than 50,000 for the purpose of carrying out the objectives of the Act; and

WHEREAS, cities and counties in Ohio have authority under Section 307.15 of the Ohio Revised Code (ORC) to enter into agreements whereby a Board of County Commissioners undertakes, and is authorized by the contracting City, to exercise any power, perform any function, or render any service, on behalf of the City which such City may exercise, perform or render; and

WHEREAS, the County has authority under Section 307.85(A) of the Ohio Revised Code to cooperate with other governmental agencies in operating any federal program enacted by the United States Congress; and

WHEREAS, the City and the County have agreed that it is in the best interest of carrying out the objectives of the Act within Butler County that the City and the County should join together by agreement in both the CDBG and HOME Investment Partnership Programs.

IT IS AGREED BETWEEN PARTIES THAT:

1. This Agreement covers Program Years 2023, 2024, and 2025 (May 1, 2023 through April 30, 2025) of both the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program. By executing this Agreement and participating

in the Butler County Programs, the City understands that it may not apply for grants under the Small Cities or State CDBG Program, and that it may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.

2. The County shall prepare and submit an application to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, as amended. These applications shall set forth a summary of a community development plan which identifies community development needs, demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conforms with Section 104 of the Act. The community development plan described above shall hereinafter be called the “Plan”.
3. The City may prepare applications of recommended projects and activities for community development within its boundaries, of which the activities and objectives must be in accordance with the objectives of the Act. These applications shall be submitted to the Butler County Department of Development, which will be the reviewing agency for all proposed activities and objectives to be included in the Plan. The Butler County Department of Development shall make recommendations to the Board of County Commissioners for the contents of the plan and for recommended priorities among these various projects and activities which may be submitted. Final approval of projects and activities to be included in the plan is the responsibility of the Board of County Commissioners. It is also understood between the parties that the County has the authority and responsibility to make decisions concerning the contents of the applications, and that the projects and activities for which approval and urban county formula funding is sought under these applications shall be in conformance with the purposes of the Act and the Plan.
4. If projects or activities with the City are approved and funded, pursuant to the applications, the County will have the responsibility and authority for the overall implementation of the programs and for the proper use of the urban county formula funds and any and all program income generated from the expenditure of these funds in accordance with the requirements of the Act.
5. The County shall develop and maintain a uniform administrative procedure for the development of applications and the distribution of urban county formula funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the secretary may develop for the distribution and expenditure of urban county formula funds.

6. The City authorizes the County to do on behalf of the City, in accordance with the conditions of this agreement, all things which the City could do for itself in the making of the application for, and the expenditure of, urban county formula funds.
7. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
8. Pursuant to 24 CFR 570.501 (b), the City shall be subject to the same requirements as subrecipients, including the requirement of a written agreement, where applicable in accordance with 24 CFR 570.503.
9. If a City is a subrecipient, it must inform the County of any income generated by the expenditure of CDBG funds and return such income to the County within thirty (30) days of its receipt, unless other specific arrangements have been negotiated and agreed to by the City and the County. The City shall maintain and supply such records and supporting documentation to the County to assure program income is being accurately reported and correctly expended. Any program income that is on hand or received subsequent to close out of the activity shall be paid to the County within thirty (30) days.
10. For any real property acquired or improved in whole or in part using CDBG funds, the City agrees:
 - a) To notify the County within thirty (30) days of any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement including disposition.
 - b) To reimburse the County in an amount equal to the current Fair Market Value (less any portion thereof attributable to expenditures of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.
 - c) To return to the County (as provided in Section 8 and Section 9 above) all program income generated from the disposition, transfer, or rent of property acquired or improved with CDBG funds.
11. Both the County and City agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and will affirmatively further fair housing per 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021).

Both the County and City agree to take all actions necessary to assure compliance with the urban county's certification under section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and to affirmatively further fair housing. Further, no funding shall be made for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the county's fair housing certification.

12. The City has adopted and is enforcing:
 - a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
13. This agreement shall remain in effect for Program Years 2023, 2024, and 2025, and cannot be terminated, until CDBG and HOME funds, as well as any program income received are expended, and the funded activities are completed, and that the county and participating unit of local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
14. Any amendments to the Housing and Community Development Act of 1974, as currently amended, necessitating a change to this agreement, shall be incorporated by a formal amendment to this agreement. Failure by either party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification is scheduled, shall automatically terminate the agreement following the expenditure of all CDBG funds allocated for use in the City's jurisdiction, and that such failure to comply will void the automatic renewal of such qualification period.
15. This agreement shall be automatically renewed in successive three-year qualification periods unless either party exercised the option to terminate the agreement at the end of the urban county qualification period. If the City fails to exercise that option before the end of the urban county qualification period it will not have the opportunity to exercise that option until the end of the subsequent urban county qualification period. Such termination will be accepted only if it is submitted in writing before the end of each qualification period. Butler County will notify the City by the date specified in HUD's Urban County Qualification Notice, of its right to terminate the Agreement.

16. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

BUTLER COUNTY:

President

Witness

Vice-President

Member

CITY OF FAIRFIELD:

City Manager

Witness

LEGAL OPINION ATTACHED and made part of this Agreement.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE REVISED COOPERATION AGREEMENT WITH BUTLER COUNTY FOR THE BUTLER COUNTY ENTITLEMENT PROGRAM FOR THE PROGRAM YEARS 2023-2025 AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into the Revised Cooperation Agreement with Butler County for the Butler County Entitlement Program for the program years 2023-2025 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 Butler County can proceed with allocating funding for the 2023 program year; 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 24, 2022

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

Subject:

2023 Community Development Block Grant (CDBG)

Legislation Title:

Ordinance to authorize the City Manager to execute the FY 2023 Community Development Block Grant (CDBG) application and agreement with Butler County, Ohio 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:

A sidewalk is proposed along the south side of Route 4 between Nilles Road and Camelot Drive. The purpose of this is to provide a safe walking route for students and residents who travel this section of roadway. Sidewalks currently exist on Nilles Road, Route 4 north of Nilles Road, and along Camelot Drive, where a high concentration of Low to Moderate Income (LMI) population resides. The proposed sidewalk will connect to the existing sidewalks, providing safe access for pedestrians. Currently this area has a worn path in the grass adjacent to the roadway from people using it to access the nearby business establishments and school campuses, and it was the location of a pedestrian fatality earlier this year.

The CBDG is a source of funding to support areas that are designated as Low to Moderate Income (LMI) such as this area. The proposed sidewalk meets the national objective of benefitting a low to moderate income neighborhood, and was identified as a goal of the Fairfield Connects Plan.

Financial Impact:

The estimated cost of the project is \$156,714. The requested grant allocation is for \$130,000. The remaining \$26,714 will be funded from the city's Street Fund.

Emergency Provision Explanation:

The application is due to Butler County by November 16, 2022.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

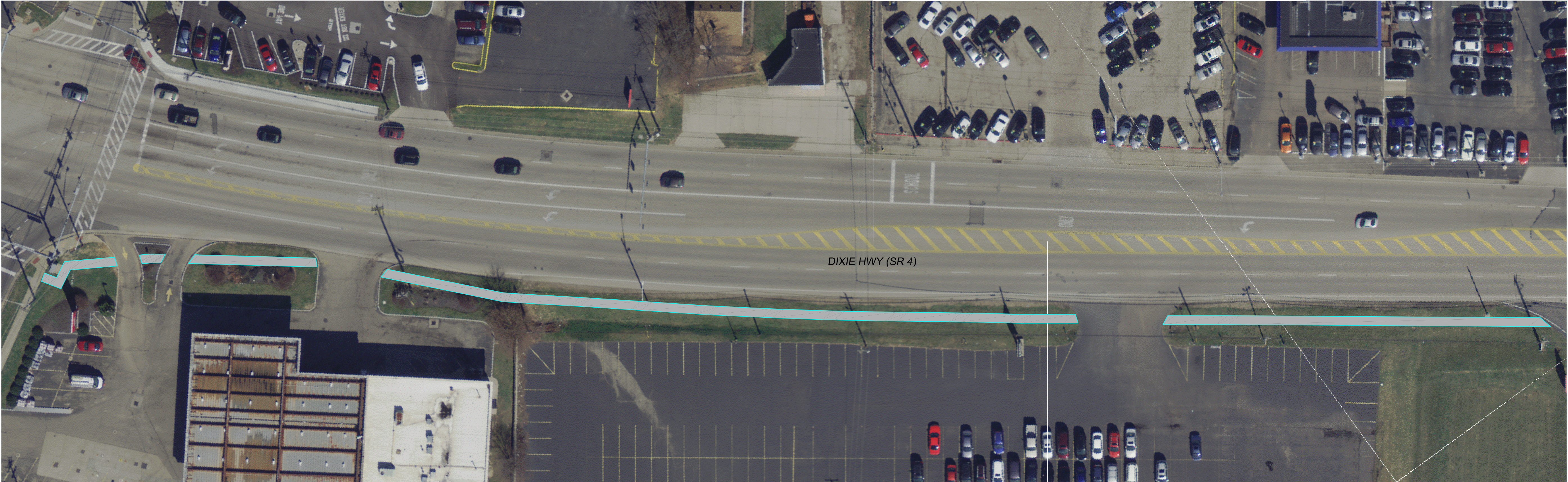
Yes

Attachments:

1. Route 4 sidewalk proposed and existing
2. Route 4 sidewalk proposal_10.24.22
3. SR4 Cost_Estimate_Sealed for Funding
4. CDBG-Ord

2023 CDBG Project - Sidewalk on South Side of Route 4 12.A.2.a





SCALE: 1" = 30'
0 15 30 60

City of Fairfield

Butler County

SR4 Walk Addition

NOT FOR
CONSTRUCTION

Drawn By RRR
Designer RRR
Reviewer JRM
Manager JRM

PROJECT NO.
211637

SHEET NO.

1

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CITY OF FAIRFIELD: SR4 WALK ADDITION

 DATE: 10/11/2022
 ENGINEER: RRR

OPINION OF PROBABLE CONSTRUCTION COST

ITEM NO.	ITEM	TOTAL QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
ROADWAY					
201	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000
202	HEADWALL REMOVED	2	EA	\$1,500.00	\$3,000
202	HEADWALL REMOVED AS PER PLAN	1	EA	\$5,000.00	\$5,000
202	GUTTER REMOVED	41	SY	\$12.00	\$492
202	PIPE REMOVED, 24" AND UNDER	50	FT	\$28.50	\$1,425
203	EMBANKMENT	150	CY	\$30.00	\$4,500
608	4" CONCRETE WALK (INCLUDES 4" AGGREGATE BASE)	6604	SF	\$7.00	\$46,228
SUBTOTAL					\$65,645
EROSION CONTROL					
653	4" TOPSOIL FURNISHED AND PLACED	134	CY	\$50.00	\$6,700
659	COMMERCIAL FERTILIZER	0.17	TON	\$925.00	\$157
659	SEEDING AND MULCHING	1205	SY	\$3.50	\$4,218
659	REPAIR SEEDING AND MULCHING	60	SY	\$1.50	\$90
659	WATER	7	MGAL	\$5.00	\$35
832	EROSION CONTROL	550	EA	\$1.00	\$550
SUBTOTAL					\$11,750
DRAINAGE					
611	12" CONDUIT, TYPE B, 706.02	10	FT	\$105.00	\$1,050
611	24" CONDUIT, TYPE B, 706.02	5	FT	\$220.00	\$1,100
611	33" CONDUIT, TYPE B, 706.02	90	FT	\$195.00	\$17,550
611	MANHOLE, NO. 3 (60" I.D.)	1	EA	\$5,000.00	\$5,000
611	CATCH BASIN, NO. 2-4	2	EA	\$3,000.00	\$6,000
SUBTOTAL					\$30,700
INCIDENTALS					
614	MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	\$10,000
623	CONSTRUCTION LAYOUT STAKES	1	LS	\$2,500.00	\$2,500
624	MOBILIZATION	1	LS	\$10,000.00	\$10,000
SUBTOTAL					\$22,500

PROJECT ESTIMATED COST CERTIFICATION

I, hereby, certify that the project estimated cost listed here is realistic based on the level of detail currently available for this project and anticipated for a 2023-2024 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. In evidence, whereof, I set my signature and seal as of this date.

 Robert R. Rusnak
 Ohio Engineer's License No. E-82256

 10/11/2022
 Date


CONSTRUCTION SUBTOTAL	\$130,595
CONSTRUCTION CONTINGENCY (20%)	\$26,119
CONSTRUCTION TOTAL	\$156,714

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE FY 2023 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 City Manager is hereby authorized to execute the FY 2023 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 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 16, 2022; 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 24, 2022

Submitted by: Tiphannie Mays,
 Submitting Department: Parks

Subject:

Harbin Park Phase II State Capital Grant Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute the agreement for a State Capital Grant to fund a portion of the Harbin Park Phase 2 Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute an agreement for a State Capital grant to fund a portion of the Harbin Park Phase 2 project.

BACKGROUND/SYNOPSIS: It is necessary for City Council to authorize the City Manager to execute an agreement for financial assistance for State Capital funding, therefore a resolution stating the support of the projects is a necessary part of the approval process.

William Harbin Park, located at 1300 Hunter Road, is approximately 200 acres that offers a variety of recreational opportunities; scenic overlook, picnic shelters, playgrounds, lighted sledding hill, paved bike/hike paths, mountain bike trails, nature trails, tennis/pickle ball courts, basketball courts, disc golf course and large natural expanses. The park opened in the 1970's in which most of this infrastructure still exists today.

The Fairfield Parks and Recreation Department recognized the need to improve the park and began developing a master plan for these improvements in 2016 through community input meetings and utilizing the interactive polling site "MySidewalk". Through this process, the department was able to develop a comprehensive Master Plan that has been separated into seven phases:

1. Perimeter Trail Loop
2. Overlook Area (Overlook Pavilion, Restrooms, and related site amenities)
3. Mountain Bike/Walking Trail Head, Sledding Hill Roadway and Northern Trail Loop
4. Southern Picnic Area, Parking, Restroom, Retention Basin, and Interior Trail Loop
5. Entertainment Shelter and Restrooms
6. Central Picnic Area (Shelters, Parking, Playground, and related site amenities)
7. Hunter Road ingress/egress improvements

To date, Phase 2 of the Master Plan has gone from conceptual to schematic design by a professional architectural and engineering firm. The Fairfield Parks and Recreation Department identified funding in its 2022 and 2023 Capital Improvement Program Phase 2 of the Harbin Park

renovation project for the construction of the central play area and related site amenities. The estimated total cost is approximately \$2,400,000. The department is seeking approval for the acceptance of \$300,000 in financial assistance by way of State Capital by authorizing the City Manager to fully execute the agreement.

FINANCIAL IMPACT: No immediate financial impact.

EMERGENCY PROVISION EXPLANATION: The State Capital has considered the project and allocated \$300,000 in state capital funding, therefore a suspension of the rules and emergency provisions are being requested in order to fully execute the agreement in a timely manner.

RULE SUSPENSION REQUESTED: Yes

EMERGENCY PROVISION NEEDED: Yes

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. PB Resolution 2022-07
2. Harbin Park-Ord

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED, by the Parks and Recreation Board that the City Manager is authorized to execute an agreement to accept financial assistance from the State Capital funding program for the Harbin Park Phase 2 project in accordance with the proposal on file in the office of the City Manager.

ROLL CALL	YES	NO
Doug Meece	☒	☐
Gwen Ritchie	☒	☐
Dan Prior	☐	☐
Mindy Muller	☒	☐
Greg Hull	☐	☐
Gwen Brill	☐	☐
Scott Clark	☒	☐

Doug Meece, Chairman / Doug Meece

Mays, Secretary / Tiphonie Mays

Resolution: 2022-07

Date: 10/18/2022

Attachment: PB Resolution 2022-07 (3341 : Harbin Park Phase II State Capital Grant Agreement)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR A STATE CAPITAL GRANT TO FUND A PORTION OF THE HARBIN PARK PHASE 2 PROJECT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the agreement for a State Capital Grant to fund a portion of the Harbin Park Phase 2 Project 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 funding is approved and the agreement can be executed 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



City Council Ordinance
Regular Meeting - October 24, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract with Ovivo USA, LLC for sewer plant repairs

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Ovivo USA, LLC for repair of critical treatment equipment at the City's sewer plant and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Ovivo USA, LLC and appropriate funding in the amount of \$330,000.00 for the repair of critical treatment equipment at the City's sewer plant. Rules suspension is requested in order to expedite the project.

Background/Synopsis:

The City of Fairfield Wastewater Treatment Plant utilizes the Conventional Activated Sludge Treatment Process to treat collected wastewater. One of the final steps in the process is solids separation, also known as "Clarification". Partially-treated wastewater flows to one of the plant's two "Secondary Clarifiers" (circular concrete tanks – one million gallon capacity each – with rotating mechanical assemblies) where solids within the wastewater flocculate and then settle out to produce a clean effluent. The clean water flows over weirs and eventually to the Great Miami River, while the settled solids are removed from the bottoms of the tanks and then recycled in the process or dewatered.

The plant's two clarifier tanks were installed 35 years ago. In mid-August 2021, clarifier #1 suffered a catastrophic structural failure which rendered the tank inoperable for over 6 months. Simply stated, the structural steel center support column broke at the water line, causing damage to tank piping, steel supports, and a motor and drive mechanism. This failure immediately limited by half the treatment capabilities of the sewer plant. Shortly thereafter the City entered into an emergency contract with Ovivo USA, the manufacturer of the clarifier, to perform emergency repairs and manufacture and install new steel components and mechanical assemblies. The rehabilitated tank was put back online in March of 2022.

Since both clarifier tanks were installed at the same time, and in light of the catastrophic failure of clarifier #1 in 2021, the City hired an inspector to evaluate the structural conditions of clarifier #2. Based on that inspection and staff recommendations, and in order to proactively prevent a potentially-imminent system failure which could again limit treatment plant capacity, the Department recommends the immediate rehabilitation of clarifier #2. Replacement components

included in the rehabilitation include but are not limited to: center column piping and structural supports, sludge piping, sludge collection box, motor drive assembly, and skimming equipment. Ovivo USA, as the OEM manufacturer of proprietary clarifier components, will supply the necessary parts. An Ovivo-qualified contractor will remove all old equipment and install the new components in accordance with applicable technical specifications.

City staff recommends that City Council authorize the City Manager to enter into a contract with Ovivo USA, LLC, for critical structural repairs and equipment improvements as related to clarifier #2 at the City's sewer plant. A cost proposal and supplier letter are included for Council review. A contractual appropriation, including contingency, is requested in the amount of \$330,000.

Financial Impact:

Funding for this request was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WW19 – Secondary Clarifier Rehabilitation. The funding source is the Sewer Surplus Fund.

Emergency Provision:

Emergency provision is needed to expedite the project in order to maintain adequate wastewater treatment system redundancy and operation, and to ensure critical treatment system capacity. By proactively procuring critical equipment and scheduling the installation work, treatment system “down time” will be effectively managed. The work will enable the City to continue to properly collect and treat sewage from residents and industries, effectively protecting human health and the environment in compliance with state and federal environmental mandates.

Rule Suspension Requested:

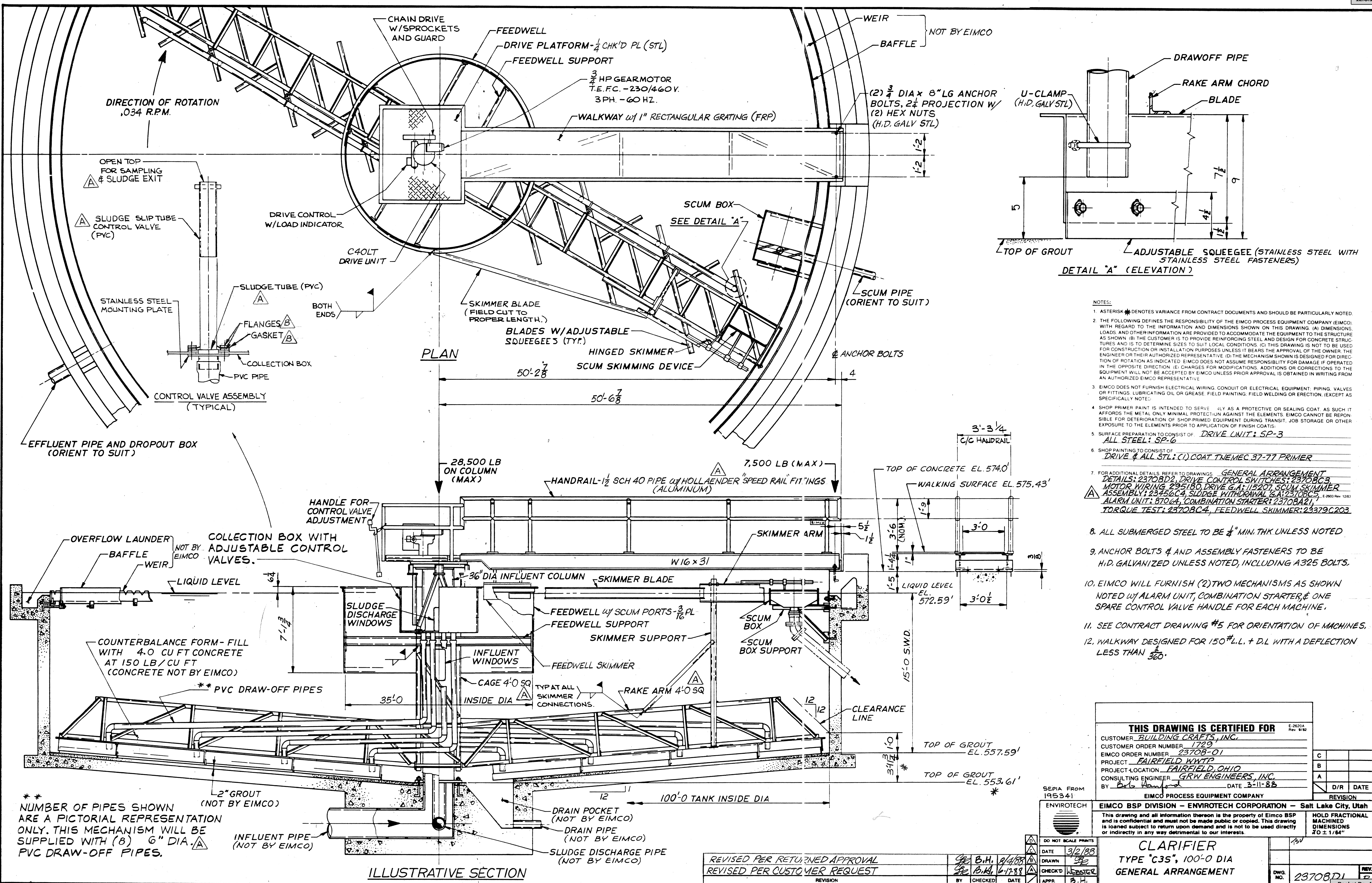
Yes

Emergency Provision Needed:

Yes

Attachments:

1. Secondary Clarifier plan and profile
2. Fairfield, OH WWTP 100' C3S Components - Ovivo Proposal ACJ101022
3. Ovivo-Fairfield Supply Ltr
4. Ovivo USA LLC-Ord





PROPOSAL

#ACJ101022

10 OCTOBER 2022

FAIRFIELD WWTP FAIRFIELD, OHIO

**ATTENTION: JASON HUNOLD
ADAM SACKENHEIM**

PROJECT

Replacement of Selected Submerged Components
For 100' dia. Suction Clarifier, Including Installation

AREA REPRESENTATIVE

Sullivan Environmental
Dan Sullivan
(502) 554-1778
dan@sullivanenvtec.com

Prices quoted in this proposal are valid through November 10, 2022.

PREPARED BY

Adam Jacobsen, PE
Phone (435) 840-8945
Fax (801) 931-3080
adam.jacobsen@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

Attachment: Fairfield, OH WWTP 100' C3S Components - Ovivo Proposal ACJ101022 (3339 : Contract with Ovivo USA, LLC for sewer plant

PROJECT SUMMARY:

Ovivo USA, LLC is pleased to offer the following proposal to provide one (1) lot of selected replacement submerged components, and optional add items, for the Owner's existing 100' dia. Suction-Type Secondary Clarifier, S/N 23708-01B. The scope of supply is intended to be identical to our previous order with the City of Fairfield, Ovivo Sales Order No. RSW1282-01, processed and executed in 2021-22, with additions as noted below.

Base Scope: Replacement Submerged Components

Ovivo will supply and install one (1) lot of replacement submerged components as follows. All major items are duplicates of the existing components in material and dimensions.

- Center Column, 3' 0" diameter x 1/4" wall thickness, to support drive unit, walkway and clarifier mechanism. Center column is flanged at both ends, for mounting to the foundation at the base, and drive unit at the top.
- Sludge Return Pipe, 20" Sch. 10, installed internal to and concentric with the center column. Bottom
- Sludge Collection Box, 5' x 8' (nominal), 1/4" plate, with seal plate and neoprene seal.
- Upper Torque Cage section, installed between sludge collection box and drive unit.
- Replacement sludge pipe couplings as needed for reconnection.
- Fasteners for reassembly of all items above, Type 304 Stainless Steel, including drive fasteners and shims.
- Surface preparation (SSPC-SP-10) and finish painting consisting of three (3) coats of Tnemec Series 69.
- Freight, FCA plant site.
- Field Service, 2 days/1 trip by Ovivo field service technician, to inspect and sign off installed components.

Supply of the above components and field service.....\$129,200

Clarifier disassembly (largest sections possible) and reassembly with new replacement components described above at prevailing wages.....\$103,825

Clarifier component installation includes: haul-off and disposal of discarded components; receiving and unloading of new components; temporary staging and storage of new and existing components adjacent to the work site; field welding as needed for new component fit-up and sealing; plumb/level of column, drive unit and rake arms, and all major tasks for clarifier to return to operation following the replacements.

Supply leadtime for the above components (not including installation) is 16-18 weeks.

Installation schedule will be coordinated with the plant site and Ovivo's installing contractor. It is anticipated that the installing contractor will be available during the

timeframe that components arrive on site. Disassembly and reassembly/installation duration is anticipated to be 2-3 weeks.

Add Option 1: Replacement Drive Unit

Ovivo will supply and install one (1) clarifier drive unit as follows:

- Ovivo Type C40HT Drive Unit rated for 42,000 ft-lb torque.
- Constant speed motor-drive package consisting of TEFC motor, reducer and chain & sprocket reduction stage. Ovivo standard currently available components will be used.
- Drive torque-limiting unit in aluminum housing, with microswitches and actuating pin.
- Factory finish painting of drive unit consisting of two (2) 6-8 mil thick coats of Tnemec N69 Epoxy (sky blue color).
- Freight, FCA jobsite.
- Drive unit Operation and Maintenance Manual.
- Lubricant fill for operation.

Supply of new drive unit.....\$39,800

Installation of new drive unit at prevailing wages.....\$3,895

Additional supply leadtime, if drive unit is purchased, is 2-3 weeks.

The above drive unit costs are additive to the base scope above and are not stand-alone prices; work would be performed concurrently with the base scope items above.

Add Option 2: Replacement Skimming Components

Ovivo will supply and install one (1) lot of skimming components as follows:

- 4' wide skimming assembly.
- Skimmer blade, channel type, full radius from existing feedwell to skimmer arm.
- Skimmer support pipe and brace.
- Flush trip arm.
- Assembly fasteners, Type 304 Stainless Steel.
- Surface preparation and finish painting consisting of three (3) coats of Tnemec Series 69.
- Freight, FCA jobsite.

Supply of new skimming components.....\$17,800

Installation of new skimming components at prevailing wages.....\$8,765

No additional supply leadtime is required for the skimming components.

The above skimmer costs are additive to the base scope above and are not stand-alone prices; work would be performed concurrently with the base scope items above.

Add Option 3: Replacement Sludge Control Valves

Ovivo will supply and install one (1) lot of sludge collection box control valves as follows:

- 6" diameter rotary adjustable valves, fabricated PVC material, standard Ovivo slip design with variable opening, eight (8) per mechanism.
- Sludge box gaskets.
- Two (2) adjustment handles (one per mechanism).
- Installation of valves on subject clarifier mechanism during the base scope work.
- Separate mobilization for installation of valves the other mechanism.
- Freight, FCA jobsite.

Supply of new sludge control valves for two mechanisms.....\$7,700

Installation of new valves on second mechanism at prevailing wages.....\$7,825

No additional supply leadtime is required for the valves. All valves for both clarifier mechanisms will be shipped with the main shipment.

The above valve costs are additive to the base scope above and are not stand-alone prices; work would be performed concurrently with the base scope items above for the subject mechanism, and in a separate mobilization for the next one. The second basin will need to be drained, with basin and mechanism cleaned for this work to be done.

Ovivo standard one-year mechanical warranty is included for all items above.

DISCOUNT if all items above are purchased as a package.....<\$5,100>

Items Not Included

- Center column anchor bolts.
- Scum box or supports.
- Variable speed drives or devices, mechanical or electronic.
- Concrete repairs.
- Repair of components not being replaced.
- Typical clarifier components not listed in items included above, for base scope or add options, including replacement suction piping.
- Effluent weirs or scum baffles.
- Draining or cleaning of tank prior to start of existing equipment removal.
- Electrical disconnect/installation or alteration of existing electrical supply, other than for drive unit if supplied.
- Skimmer counterweight (existing to be used).
- Submittals. All major items to be duplicates of existing, and Ovivo intends to expedite the schedule if possible.
- Any other components or items not expressly listed above, or as noted in "General Items Not Included" below.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed quickly and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road - Suite 300,
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
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**** CORONAVIRUS ADVISORY ****

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design, sourcing, and assembly will begin upon order acceptance and a formal submittal package will not be provided.

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS AND VALIDITY

All prices quoted are in US Dollars. **Prices are good for 30 days.** After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost. Federal, state or local sales, use or other taxes are not included in the sales price.

Please note that there is currently a high degree of instability in the steel market, especially for certain material types. The prices listed in this document are based on today's costs. Beyond the expiration period stated above, updated pricing may apply.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by **November 10, 2022.**

If a binding purchase order is not received by Ovivo prior to the above-referenced date, prices and shipping dates are subject to review and adjustment by Ovivo. Should shipment dates be extended because of actions of parties other than by Ovivo, escalation of the of the Ovivo proposal price will be applied at the rate of 1.5% per month for each month or partial month of delay. This escalation will be applied only if delivery is delayed by actions of parties other than by Ovivo.

COMMODITIES PRICE ESCALATION

Due to the unpredictability of material and labor prices, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, and shipping and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility to for such possible escalations from the validity date of it Proposal to the procurement of such labor and material.

Due to these Labor and Material Price increases, Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase that (a) exceed 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) are less than 5% per annum of such price, but product fabrication utilizing labor or materials does not commence until more than 6 months from the purchase order date, due to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any price increase or additional payment to Ovivo due to an increase is Labor and Material prices shall be based on an industry-standard pricing measure or index for that particular

labor or material that accurately represents the market increase. The resulting cost impact shall be disclosed to the Buyer prior to fabrication.

Any additional duties and tariffs invoked after the date of its Proposal will be added to the total proposed price.

PAYMENT TERMS

Payment terms are: Seventy-five percent (75%) payment due within thirty (30) days from delivery of components to the plant site, and twenty five percent (25%) due within thirty (30) days after installation and check out. Invoices will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection. Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only. It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition. Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services, and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PROCESS PERFORMANCE STATEMENT

This equipment is being provided to replace existing equipment, as described above, and will be covered by our standard mechanical warranty. Please note that unless directly stated otherwise, Ovivo is not providing any sort of guarantee or warranty regarding process or performance as part of this proposal.

Thank you for the opportunity to provide this proposal. Please feel free to contact me with any questions.

Sincerely,

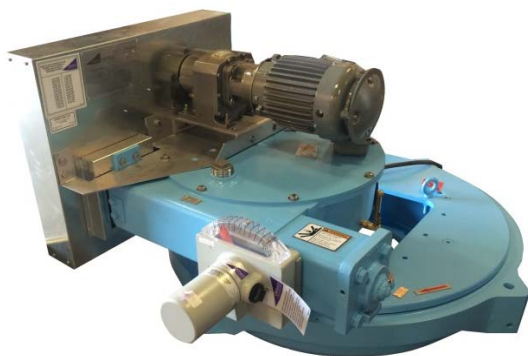


Adam Jacobsen, PE
Ovivo USA, LLC
(801) 664-8854
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Attachments: Ovivo Type C40HT Drive Unit Data Sheet
Ovivo Terms and Conditions of Sale

Attachment: Fairfield, OH WWTP 100' C3S Components - Ovivo Proposal ACJ101022 (3339 : Contract with Ovivo USA, LLC for sewer plant

C40HT Drive Information



Torque Rating(s) (ft-lbs) **42,000**
Rotation (viewed from above) **Clockwise**

Ratios:
Worm to Worm Gear **54:1**
Main Pinion to Main Gear **6.923:1**
Overall Ratio **373.84:1**

General Arrangement Drawing **115207**

Drive Specification

Main Gear Data:		Main Bearing Data:	
Main Gear Ratio:	6.923	Bearing Type:	Replaceable Strip Liner
Gear Pitch Diameter(in):	40	Bearing Pitch Diameter(in):	45.25
Gear Face Depth:	6	Ball Diameter(in):	1.5
Number of Teeth:	90	Number of Bearing Balls:	94
Tooth Diametral Pitch:	2.25	Raceway Hardness:	43-46 Rc
Gear Material:	Ductile Iron	Raceway Material:	AISI E4140
ASTM specification:	ASTM-A536		Vacuum Degassed, and
Grade or Class:	100-70-03		Carbon Deoxidized
Heat Treatment:	As Cast		
Worm and Worm Gear Data:		Main Pinion Data:	
Worm Gear Ratio	54	Pinion Pitch Diameter(in):	5.778
Gear Pitch Diameter(in):	21.486	Number of Pinions:	1
Worm Pitch Diameter(in):	3.5	Number of Teeth:	13
Number of Starts:	1	Tooth Diametral Pitch:	2.25
Number of Gear Teeth	54	Pinion Material:	Alloy Steel
Gear Face Depth	2.75	AISI Specification:	4150
Circular Pitch:	1.25		
Lead Angle (deg)	6.483		
Pressure Angle (deg)	14.5		
Gear Material:	Cast Alloy Bronze		
Worm Material:	AISI 4140/42H		
Main Gear Drive Housing Data:		Worm Gear Housing Data:	
Material:	Cast Iron	Material:	Cast Iron
Specification:	ASTM A48 (Class 40A)	Specification:	ASTM A48 (Class 40A)

Drive Features:

- Rigid cast base with deep oil reservoir.
- Large main gear face
- Worm gear intermediate reducer.
- Fully supported one-piece pinion.
- Replaceable strip liner main bearing with large diameter chrome alloy balls.
- Full oil bath lubrication for main gear and bearing set.
- Oil drains away from bearing seats.
- No lip seals below oil level.
- Machined shoulder to preserve pinion/main gear alignment.
- Weatherproof enclosed torque control.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use of such products.

Ovivo USA, LLC

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Salt Lake City, Utah
84123-2583
USA

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Facsimile: 801.931.3080

www.ovivowater.com



**Worldwide Experts
in Water Treatment**

October 11, 2022

City of Fairfield
Fairfield WWTP
5021 Groh Lane
Fairfield, OH 45014

Re: Ovivo Clarifier Replacement Equipment and Components
Original Sales Order SO #23708-01

To Whom It May Concern:

Please be advised that Ovivo USA, LLC (Ovivo) is the Original Equipment Manufacturer (OEM) of the legacy EIMCO Water Technologies Model C3S Clarifier Mechanisms possessed and operated by the City of Fairfield, Ohio. Ovivo retains the proprietary component manufacturing and fabrication drawings for this existing OEM equipment, which allows Ovivo to expedite the equipment supply. The original serial numbers of the equipment are 23708-01A & B.

Please also be advised that Daniels Industrial Services, LLC, of Zanesville, Ohio, is considered capable and qualified by Ovivo to install and service the subject equipment. They have experience with dozens of Ovivo equipment installations and have proven themselves trustworthy and reliable.

Please feel free to contact me with any questions.

Respectfully,

Adam Jacobsen, PE
Product Manager – Industrial & Water Treatment
Ovivo USA, LLC
(801) 664-8854
adam.jacobsen@ovivowater.com

cc: Dustin Daniels, Daniels Industrials Services, LLC

Attachment: Ovivo-Fairfield Supply Ltr (3339 : Contract with Ovivo USA, LLC for sewer plant repairs)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OVIVO USA, LLC FOR REPAIR OF CRITICAL TREATMENT EQUIPMENT AT THE CITY'S SEWER PLANT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Ovivo USA, LLC for repair of critical treatment equipment at the City's sewer plant in accordance with the contract on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason to expedite the project in order to maintain adequate wastewater treatment system redundancy and operation; 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\2022\Ovivo USA, LLC-Ord

Attachment: Ovivo USA LLC-Ord (3339 : Contract with Ovivo USA, LLC for sewer plant repairs)



City Council Ordinance
Regular Meeting - October 24, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Agreement with the City of Hamilton, Ohio for cooperatively funding the repaving of Joe Nuxhall Way

Legislation Title:

Ordinance to authorize the City Manager to enter into an agreement with the City of Hamilton, Ohio for cooperatively funding the repaving of Joe Nuxhall Way (formerly Forest Lake Lane) between River Road and the entrance to Joyce Park and declaring an emergency.

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation allowing the City Manager to enter into an agreement with the City of Hamilton for this project.

Background/Synopsis:

It is necessary for City Council to authorize legislation enabling the City Manager to enter into an Intergovernmental Agreement with the City of Hamilton for work to be done under Fairfield's annual paving contract within the City of Fairfield and City of Hamilton corporation limits.

The work includes the milling of the existing pavement, paving, and pavement markings of approximately 1,530 feet of roadway comprising 0.58 lane miles. This road was last paved in 2002. The City of Hamilton will reimburse the City of Fairfield for 50% of the work done to pave Joe Nuxhall Way per the agreement dated October 12, 2000.

The Cities of Hamilton and Fairfield agreed to have this road repaved through Fairfield's paving program.

Financial Impact:

No financial impact at this time.

Emergency Provision Explanation:

A suspension of rules and emergency provision is being requested to align with the City of Hamilton Council action.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2000 Forest Lake Lane (Joe Nuxhall Way) Agreement with Hamilton
2. 2023 Joe Nuxhall Way Schematic
3. 2023 Joint Project Funding Agreement (Fairfield-Hamilton) 083122
4. City of Hamilton Ohio-Ord



Founded 1791

FILE

Department of Law

City of Hamilton! Ohio
One Renaissance Center
345 High Street, Hamilton! Ohio 45011
Telephone 513 785-7180
Fax 513 785-7187

October 12, 2000

Mr. David A. Bock
Public Works Director
City of Fairfield, Ohio
8870 N. Gilmore Road
Fairfield, Ohio 45014

Re: Forrest Lake Lane Agreement

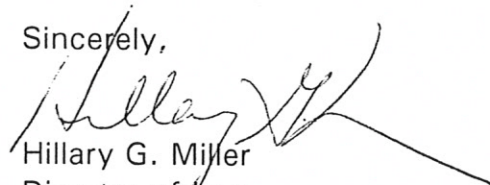
Dear Dave:

Under cover of this letter please find 4 original counterparts of the Forrest Lake Lane Agreement executed by A/City Manager Mark Brandenburger. Hamilton City Council adopted authorizing legislation at last evening's meeting.

Please return two originals to me after Mr. Pizzano has signed the agreement.

Thank you for your cooperation and assistance with this matter.

Sincerely,


Hillary G. Miller
Director of Law
City of Hamilton, Ohio

Attachment: 2000 Forest Lake Lane (Joe Nuxhall Way) Agreement with Hamilton (3335 : Agreement with the City of Hamilton, Ohio for

AGREEMENT

This AGREEMENT is made and entered into by and between the CITY OF HAMILTON, OHIO, an Ohio municipal corporation, hereinafter "Hamilton" and the CITY OF FAIRFIELD, OHIO, an Ohio municipal corporation, hereinafter "Fairfield".

W I T N E S S E T H

WHEREAS, Hamilton owns real estate in the City of Hamilton which is a public park known as Joyce Park for which ingress and egress is provided by a roadway easement over an area known as Forest Lake Lane, and

WHEREAS, Fairfield owns real property adjoining and including some parts of the roadway area known as Forest Lake Lane and said real property is generally used for public park and recreation purposes, and

WHEREAS, Hamilton and Fairfield have both determined that the maintenance of Forest Lake Lane is a public purpose of both cities because of its extensive use by the citizens of both cities, and

WHEREAS, the parties desire to provide for the joint maintenance of Forest Lake Lane in the area between its intersection with River Road and the entrance to Joyce Park, and

WHEREAS, the parties also desire to provide for a joint traffic engineering study of alternative ingress and egress roadways to serve all the real property owned by both cities in the Joyce Park/Forest Lake Lane area.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Fairfield will provide for a complete asphalt overlay of Forest Lake Lane from its intersection with River Road to the Joyce Park entrance during calendar year 2000.

2. Hamilton will reimburse to Fairfield one-half ($\frac{1}{2}$) of the cost of such asphalt overlay of Forest Lake Lane within thirty (30) days after being invoiced for same by Fairfield. The total estimated cost of such asphalt overlay is \$23,000.00 and one-half ($\frac{1}{2}$) of the cost would be approximately \$11,500.00.

3. Fairfield will provide general maintenance (not including pavement overlays or improvements) and snow removal on Forest Lake Lane between River Road and the entrance to Joyce Park and Hamilton will reimburse Fairfield one-half ($\frac{1}{2}$) of the cost of same within thirty (30) days after being invoiced for same by Fairfield.

4. Fairfield's charges for general maintenance and snow removal on Forest Lake Lane shall be based upon the normal rates charged for Fairfield personnel and equipment to third parties or the actual cost, if performed by a contractor.

5. Future asphalt overlays or other improvements to Forest Lake Lane may be performed by Fairfield with one-half ($\frac{1}{2}$) reimbursement from Hamilton, provided that the written concurrence of the City Managers of both Fairfield and Hamilton shall be obtained before such work is undertaken by Fairfield.

6. The parties also agree to jointly pay the cost of a traffic engineering study of alternative ingress and egress roadways to serve all of the real property owned by both cities in the Joyce Park/Forest Lake Lane area. Hamilton will contract with the firm of Pflum, Klausmeier & Gehrum for such study at a cost not to exceed \$25,000.00. Fairfield agrees to reimburse Hamilton one-half ($\frac{1}{2}$) of the cost incurred by Hamilton for such study within thirty (30) days after being invoiced for same by Hamilton.

7. Appropriate representatives of the parties will meet to review and discuss the results of the Pflum, Klausmeier & Gehrum traffic engineering study. Neither party shall be

obligated to agree with, permit, support or fund any recommendation or conclusion of the traffic engineering study without further written agreement of the respective party.

IN WITNESS WHEREOF, the parties have executed these presents on the date opposite their signatures below. This agreement is executed in four (4) original counterparts and shall be effective upon its execution by all parties.

Witnesses:

Nemisa Roberts
Shirley R. Pennington

CITY OF HAMILTON, OHIO

By: Mark Brandenburger 10/12/17
 Mark Brandenburger (Date)
 A/City Manager

Pursuant to Authority granted in
 Resolution No. R2000-10-89

CITY OF FAIRFIELD, OHIO

By: _____
 Arthur E. Pizzano (Date)
 City Manager

APPROVED AS TO FORM:

 Hillary Miller
 Hamilton City Law Director

 John H. Clemmons
 Fairfield City Law Director

JHCAGREEMENTS#4\ForestLakeLane-Agreement\clg

Attachment: 2000 Forest Lake Lane (Joe Nuxhall Way) Agreement with Hamilton (3335 : Agreement with the City of Hamilton, Ohio for

ORDINANCE NO.

144-00

ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF HAMILTON FOR THE JOINT MAINTENANCE OF FOREST LAKE LANE AND A TRAFFIC ENGINEERING STUDY OF THE FOREST LAKE LANE/JOYCE PARK AREA AND DECLARING AN EMERGENCY.

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

Section 1.

The City Manager is hereby authorized to enter into an agreement with the City of Hamilton for the joint maintenance of Forest Lake Lane and a traffic engineering study of the Forest Lake Lane/Joyce Park area 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 proposed overlay of Forest Lake Lane occur during the 2000 construction season; wherefore, this ordinance shall take effect immediately upon its passage.

Passed 9-11-00

R. J. Wagner
Mayor's Approval

Posted 9-13-00First Reading 9-11-00Rules Suspended 9-11-00Second Reading -Emergency -Third Reading -

ATTEST:

Dena Morsch
Clerk of Council

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

Dena Morsch
Clerk of Council

JHCORDINANCES#19\FOREST.ORD\clg

Attachment: 2000 Forest Lake Lane (Joe Nuxhall Way) Agreement with Hamilton (3335 : Agreement with the City of Hamilton, Ohio for

ORDINANCE NO. 142-00

ORDINANCE TO AMEND ORDINANCE NO. 1-00 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, 2000, AND ENDING DECEMBER
 31, 2000."

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

Section 1. Ordinance No. 1-00, the 2000 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated .3% Street Improvement Fund	\$64,700
To:	401-160-2520 Improvements Other Than Buildings (2000 Application of Roadway Pavement Markings)	\$57,000
To:	401-160-2333 Engineering Services (Forest Lake Lane/Joyce Park Traffic Engineering Study)	\$ 7,700

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

Passed 9-11-00

[Signature]
Mayor's Approval

Posted 9-13-00

First Reading 9-11-00

Rules Suspended 9-11-00

Second Reading -

Third Reading -

ATTEST:

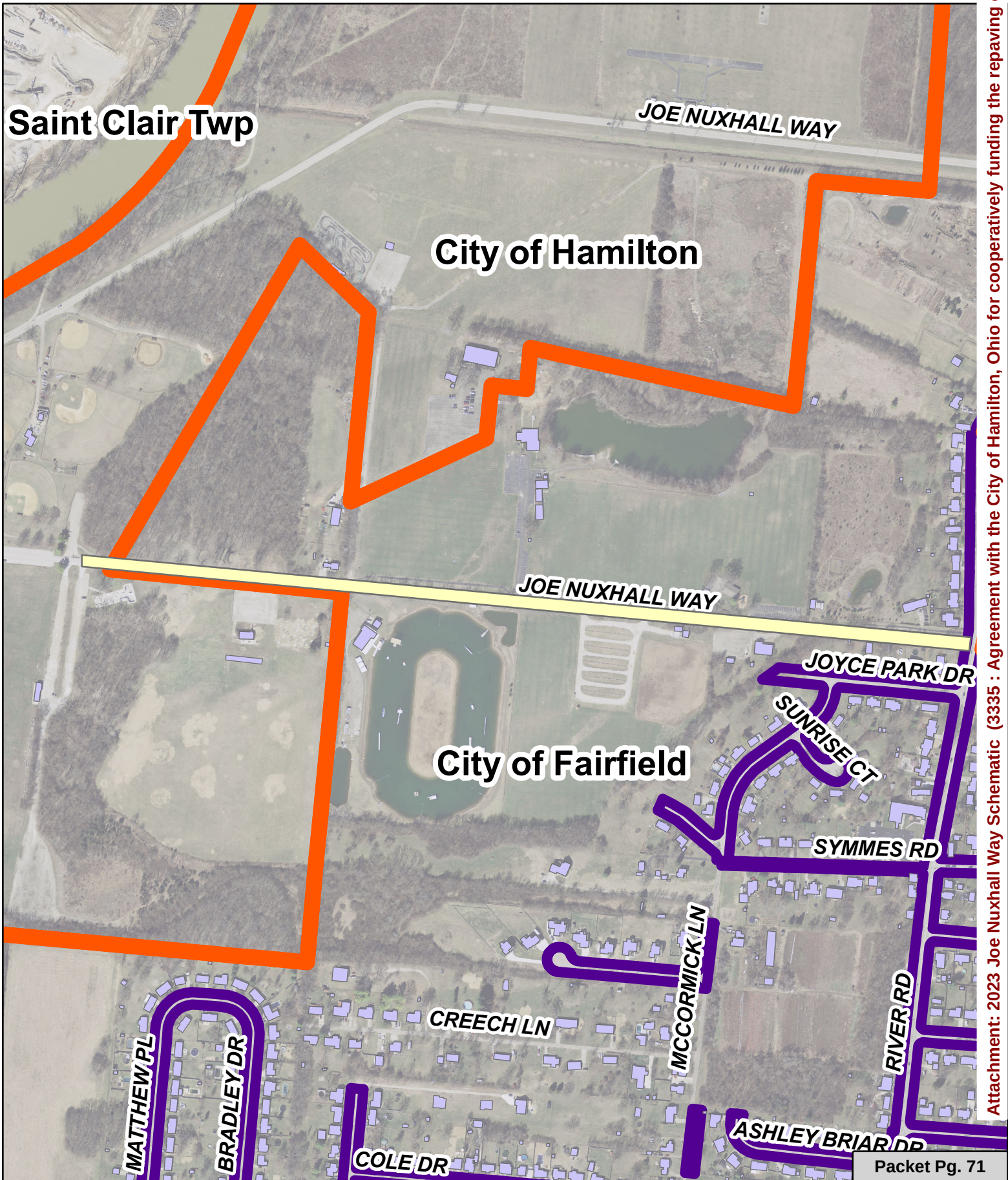
[Signature]
Clerk of Council

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

[Signature]
Clerk of Council

JHCORDINANCES#19\MARKINGS.APP\clg

Attachment: 2000 Forest Lake Lane (Joe Nuxhall Way) Agreement with Hamilton (3335 : Agreement with the City of Hamilton, Ohio for



**JOINT PROJECT FUNDING AGREEMENT
BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF HAMILTON
FOR THE 2023 FAIRFIELD RESURFACING PROGRAM**

This Joint Project Funding Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2022 (the “Effective Date”) by and between the City of Fairfield, Ohio (“Fairfield”) and the City of Hamilton, Ohio (“Hamilton”) municipal corporations, acting by and through their respective City Managers as their duly authorized agents (Fairfield and Hamilton are collectively referred to herein as the “Parties”).

WHEREAS, Fairfield and Hamilton desire to resurface and make certain improvements to the portion of Joe Nuxhall Way (formerly Forest Lake Lane) between the corporation limit near the entrance to Joyce Park and River Road to mill and resurface the road including pavement markings near River Road and additional pavement for parking near the Hamilton-Fairfield Skate Park (the “Project”);

WHEREAS, the Project shall at all times be performed in the dedicated easement or right-of-way located within the corporate boundaries of either Fairfield or Hamilton; and

WHEREAS, Fairfield and Hamilton have determined that the Project is in the best interests of both jurisdictions and their respective residents, and recognize that a joint effort to perform the Project will benefit the public convenience and welfare at a cost savings to each, compared to undertaking the improvements separately;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. **The Project.**

A. The portion of Joe Nuxhall Way beginning at the corporation limit near the Joyce Park entrance and ending at the intersection with River Road shall be resurfaced. The work to be done will include milling, an overlay with 441 Asphalt Surface Course, all pavement markings in thermoplastic materials, any miscellaneous curb and sidewalk addition/replacement, curb ramps, adjustments to manhole frames and covers and water valves, and full-depth pavement base repairs.

2. **Obligations of Fairfield.** Fairfield shall be obligated for the following with respect to the Project:

- (i) Act as the lead agency for the administration of this Agreement and the Project.
- (ii) Add the Project as a component to Fairfield’s 2023 Resurfacing Program.

(iii) Administer the bidding process and, after receiving the bids submitted for the Project, complete the computation and analysis of the bids and determine the lowest and best bid and award the contract.

(iv) Any and all other items as may be necessary to complete the Project.

3. **Obligations of Hamilton.** Hamilton shall be obligated for the following with respect to the project:

(i) Hamilton shall reimburse Fairfield for fifty percent (50%) of the total resurfacing costs associated with the work performed pursuant to paragraph 1(A). Such costs shall be determined upon the completion of the Project by determining the amount of materials supplied for resurfacing portions of roadway in the project area as submitted by the Contractor.

If Hamilton does not approve an invoice for Project costs submitted by Fairfield pursuant to this Agreement, Hamilton shall provide the good-faith reason for such disapproval to Fairfield in writing within thirty (30) days of receipt of the invoice.

5. **Agreement Term.** This Agreement shall commence on the Effective Date and shall terminate upon the full completion of the Project.

6. **Severability.** If any provision of this Agreement, or the application of that provision to any persons or circumstances, shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be read together and be construed as one instrument. A facsimile or PDF copy of a signature shall be as binding as an original signature.

8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes any prior representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, between the Parties.

9. **Amendment.** This Agreement may not be modified, altered or amended in any manner except by a written agreement executed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Fairfield and Hamilton have entered into this Agreement by their duly authorized agents as of the Effective Date.

CITY OF FAIRFIELD

CITY OF HAMILTON

City Manager

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Law Director

City Law Director

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Public Works Director

Director of Engineering

CERTIFICATE:

The undersigned, Finance Directors of the City of Fairfield, Ohio and the City of Hamilton, Ohio, hereby certify that funds to cover payment for the services, supplies, work or property embodied in this Agreement are presently available or in the process of collection and that Council has appropriate money for this purpose, and it remains unencumbered.

Finance Director

Finance Director

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF HAMILTON, OHIO FOR COOPERATIVELY FUNDING THE REPAVING OF JOE NUXHALL WAY (FORMERLY FOREST LAKE LANE) BETWEEN RIVER ROAD AND THE ENTRANCE TO JOYCE PARK AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with the City of Hamilton, Ohio for cooperatively funding the repaving of Joe Nuxhall Way (formerly Forest Lake Lane) between River Road and the entrance to Joyce Park 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 City of Fairfield's approval aligns with the City of Hamilton Council action; 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\2022\City of Hamilton, Ohio-Ord

Attachment: City of Hamilton Ohio-Ord (3335 : Agreement with the City of Hamilton, Ohio for cooperatively funding the repaving of Joe Nuxhall



City Council Ordinance
Regular Meeting - October 24, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022."

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.

\$330,000 for repair of critical treatment equipment at the Wastewater Plant.

Financial Impact: \$330,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 10-24-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 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, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Water Surplus Fund	\$330,000
	62416025-252000 Improvements Other Than	
To:	Building	\$330,000
	<i>(Secondary Clarifier Rehabilitation 2WW19)</i>	

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 24, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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.

\$11,200 for Water Division Instrumentation;
 \$47,000 for fuel and oxygen for Fire Department;
 \$28,000 for Wireless Networking Infrastructure.

Financial Impact: \$86,200.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.102422
2. NonContractual 10-24-Ord



City Council Information Item
Regular Meeting - October 24, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Instrumentation

Legislation Title:

Water Division Instrumentation

Background/Synopsis:

The Water Division utilizes a wide variety of instrumentation in order to physically monitor and control processes ensuring efficient operation. It is necessary to integrate new technologies and modern equipment to keep the Water Division up-to-date and in optimal working order.

Turbidity is the measurement of the cloudiness of water. The requested appropriation is for the purchase of two (2) turbidity meters/probes which will be utilized to monitor the Water Treatment Process. A cost estimate for the equipment is attached for review.

Financial Impact:

An appropriation in the amount of \$11,200.00 is being requested for the purchase of 2 turbidity meters and associated equipment.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project number 2WT02, Instrumentation Replacement Program. The funding source is the Water Surplus Fund.

Attachments:

1. QT_HA2NTU Fairfield, OH



1555 Oakbrook Dr, Suite 100
Norcross, GA 30093
Phone: 770.449.6233 Website: www.chemtrac.com

From:

Carl Byron
5 Lakeside Drive
Groton MA 01450
cbyron@chemtrac.com PH: (978) 448-0061

TO:

Jason Hunold, Treatment Superintendent
DPU 5021 Groh Lane, Fairfield, Ohio
JHunold@fairfield-city.org
513-858-8348

Quotation

Quote Number : QN14256

Revision Number: 2

Date of Quote: Sep 13, 2022

Valid Until: Oct 13, 2022

Salesperson: Carl Byron	Payment Terms: Net 30
Delivery: 2 - 3 Weeks	Shipping Terms: FOB Norcross, GA, UPS

Item	Product Details	Qty	List Price	Total
1.	HydroACT 2 with NTU Probe HA2-NTU1 Includes NTU probe with flush port (does not include valve), 0.1-1000 NTU range, gray scale graphical display, 50 ft cable, 1 analog output, 2 relays, calibration cylinder, one year warranty. Options: Color display upgrade, data download upgrade, one additional sensor, 1 additional analog output, 2 additional relays, digital inputs, Modbus or Profibus communications, feed forward control, light shield, autoflush valve, autoclean compressor, hand rail mounting kit, flow chamber.	1	\$ 5,210.00	\$ 5,210.00
2.	NTU/TSS Light Shield 17785 Used to reduce light pollution and increase sensor accuracy when submerging the NTU or TSS probe in environments where probe may be exposed to sunlight.	1	\$ 230.00	\$ 230.00
Sub Total				\$ 5,440.00
Grand Total				\$ 5,440.00

Price does not include shipment, installation, or startup.

Attachment: NonContractualAppropriations.102422 (3344 : Non-Contractual Appropriations)



City Council Action Item
Regular Meeting - October 24, 2022

Submitted by: Randy McCreddie,
 Submitting Department: Fire

Subject:

Budget Appropriation Request for Fuel and Oxygen for the Fire Department

Legislation Title:

Ordinance to authorize the City Manager to appropriate funds to the fire department for fuel and medical-grade oxygen purchase for the remainder of 2022 and declaring an emergency.

Recommendation:

Background/Synopsis:

Fuel (budget line item #243100 Gasoline In-house)

1. With the much higher than expected fuels costs this year, the fire department has expended the 2022 budget for fuels much earlier than expected.
2. The department currently is approximately \$7,100 in the red with no money in that fund to pay the outstanding bills and nowhere to transfer money from into this account.
3. Over the past three months the fire department has on average used \$6,200/month in diesel fuel for the medic units and fire apparatus.
4. Over the past three months the fire department has on average used \$2,500/month in gasoline costs for staff vehicles.
5. OPEC recently announced that they were cutting oil production by two million barrels a day, causing fuel costs to once again go up drastically.
6. The fire department is requesting a \$40,000 appropriation for diesel fuel and gasoline the
 - This should cover the three-month period of October-December plus pay off current fuel bills.

Medical oxygen (budget line item #246100 Chemicals)

1. Medical-grade oxygen costs have shot way up as the year has progressed.
2. The fire department uses medical-grade oxygen on a vast majority of medical calls for patient care purposes.
3. Over the past two months the fire department has spent approximately \$3,100 to purchase medical-grade oxygen.
4. The fire department is requesting a \$7,000 appropriation for medical-grade oxygen
 - This should cover the three-month period of October-December.

Justification

1. The fire department has already used other budgets to try and pay off other bills
 - Transferred \$9,000 from the Education fund to other budgets to cover bills
 - Lt. Owens did not get accepted to OFE, thereby freeing up \$5,000
 - D.C. McCreddie's Master's Degree program did not start until
therefore only \$2,900 of the allotted \$7,000 was used
- August,
- encumbrances are
- some bills
- The EMS Billing fund only has approximately \$50 left in it after
cleared
 - Connie has plans to use some money from the office supplies fund to pay

Financial Impact:

Emergency Provision Explanation:

Rule Suspension Requested:

Emergency Provision Needed:



City Council Information Item
Regular Meeting - October 24, 2022

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

Subject:

2CM01 - Wireless Networking Infrastructure

Legislation Title:

IT - 2CM01 - Network Infrastructure Appropriation in the amount of \$28,000 is being requested for wireless network infrastructure equipment.

Background/Synopsis:

Scheduled upgrades of the city's network infrastructure, and related equipment was planned for in the approved 2022-2026 Capital Improvement Program under project 2CM01. Ohio State bid pricing is used when state bid pricing is the lower cost option.

The wireless networking equipment currently being used throughout the city buildings is in need of replacement due to age and cost of ownership. Equipment from multiple manufacturers was evaluated and FortiAP units were selected based on performance, cost of equipment, and future maintenance costs for the equipment.

Financial Impact:

An appropriation in the amount of \$28,000 is being requested for the replacement of city networking equipment as is necessary for the continued operation of the City's overall computing systems. Funding for this effort was included in the 2022-2026 Capital Improvement Program (CIP) under project 2CM01. Emergency provision is requested as equipment lead time is extended and it would allow us to take advantage of Q4 pricing incentives.

Attachments:

1. 20221024 - 2CM01 CoF-FortiAP-45-3b

CADRE SALES PROPOSAL

Proposal No: CCR-QUO-136174-Q4R8D3

Revision ID: 1

12.E.2.a



CLIENT

City of Fairfield
ATTN: Lance Kennedy
701 Wessell Ave.
Fairfield, OH 45014
513-896-8109
lkennedy@fairfield-city.org

PROPOSAL DETAILS

Proposal Name: City of Fairfield - Fortinet Wireless
Proposal Date: 10/5/2022
Proposal Expires: 11/4/2022
Account Manager: Jon Roberto
Phone: 513-256-5004
Email: Jon.Roberto@cadre.net

201 E. Fifth St., Suite 1800 Cincinnati, OH 45202
PH: 513-256-5004 HQ: (888) 862-2373
Fax: (513) 762-6667
Jon.Roberto@cadre.net
www.cadre.net

Line Item#	PRODUCT NAME & DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	FAP-231F-A Indoor Wireless AP - Tri radio (802.11 b/g/n/ax 2x2 MU-MIMO, 802.11 a/n/ac/ax 2x2 MU-MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 1x1), internal antennas, 2x 10/100/1000 RJ45 port, BT/BLE, 1x Type A USB, 1x RS-232	45.00	\$ 414.73	\$ 18,662.85
2	FC-10-PF231-247-02-36 FortiAP-231F 3 Year 24x7 FortiCare Contract	45.00	\$ 157.85	\$ 7,103.03

Comments:

Sub-Total	\$ 25,765.88
Freight*	N/E
Total	\$ 25,765.88
Estimated Tax*	N/E
*Estimated Tax and Freight are not included in total	

- Payment Terms. Subject to continuing credit approval, terms of payment are net 30 days from the invoice due date unless otherwise noted. Please note that Cadre's preferred method of payment is electronically via ACH. A 3% convenience fee will be added for payments made by credit card, portal, or other payment system which charges Cadre a fee to receive payment.
- Pricing. Unless otherwise noted, prices quoted are good for 30 days and do not include applicable tax.
- Freight. Unless otherwise noted, prices do not include freight. All freight amounts are estimates only and are subject to change.
- N/E. Estimate not available at this time
- Returns. Except for returns permitted under any end-user warranties provided by the manufacturer, all returns must be pre-approved by Cadre and the manufacturer. If approved, such return may be subject to the vendor's specified restocking fee(s).
- Cadre Professional Services. Services will be documented in an agreed upon PSA (and one or more Statements of Work signed under that agreement) and will be provided to the client stated above.
- International Shipping. Orders that are shipped to countries outside of the US may be subject to additional fees, which include import taxes, customs duties and handling fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. These additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates as well as additional fees for storage of equipment. The freight, duty/vat (taxes), and handling charges referenced on this quote are an estimate only; provided to you for general information purposes. Recipient of the shipment is responsible for all fees upon delivery or invoicing.

This information is confidential, and the property of Cadre. The contents are provided specifically for the client and without authorization from Cadre not to be distributed.

10/5/2022



Secured by Cadre

Packet Pg. 84

Attachment: NonContractualAppropriations.102422 (3344 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 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, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$28,000
To:	10012523-234300 Software Maintenance (Software Maintenance 2CM01)	\$28,000
From:	Unappropriated General Fund	\$40,000
To:	20332024-243100 Gasoline In-House	\$40,000
From:	Unappropriated General Fund	\$7,000
To:	20332024-246100 Chemicals	\$7,000
From:	Unappropriated Water Surplus Fund	\$11,200
To:	60216025-253200 Capital Equipment (Instrumentation Replacement Program 2WT02)	\$11,200

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

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

Attachment: NonContractual 10-24-Ord (3344 : Non-Contractual Appropriations)

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\NonContractual 10-24-Ord

Attachment: NonContractual 10-24-Ord (3344 : Non-Contractual Appropriations)