

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 23, 2023 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

- 1. COUNCIL-MANAGER BRIEFING**
 - A. 5:30 PM - 2024 Operating Budget Review
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**
 - A. Councilmember Kraft
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS**
 - a. Fire Department Oath of Office
Kyle Crofford
Sean Loy
Blake Olson
- 8. CITIZEN COMMENTS**
- 9. PUBLIC HEARING(S)**

10. APPROVAL OF MINUTES

- a. Regular Meeting held October 10, 2023

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

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

- Legislation - Second Reading

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. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

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

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

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

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

C. PUBLIC SAFETY

Councilmember Dale Paullus

1. Ordinance to authorize the City Manager to enter into a three (3) year contract extension with Flock Safety and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Motorola to purchase equipment necessary to upgrade dispatch consoles and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC WORKS

Councilmember Terry Senger

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

E. FINANCE & BUDGET

Councilmember Tim Meyers

1. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Chapter 181, Income Tax, Sections 181.062, 181.094, and 181.10 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.
 - Legislation - First Reading
3. Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.”

Contractual Appropriations: \$125,000 for Building Division Scanning Project; \$131,225 for Dispatch Center Upgrades.

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

4. Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.”

Non-Contractual Appropriations: \$9,600 for Kay Drive motors (Water Division); \$3,400 for Muskopf BPS roof (Water Division); \$68,000 for 2023 Storm Sewer Lining on Northpointe Drive; \$20,000 for root control maintenance program; \$10,025 for clarifier concrete repairs (Water Division); \$9,800 for RAS flow meter (Wastewater Division); \$47,000 for electrical evaluation of municipal facilities.

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

13. MEETING SCHEDULE

- A. Monday, November 13 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 27 - Council-Manager Briefing, 6:30 PM; Regular Meeting 7:00 PM
- C. Monday, December 4 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
October 10, 2023**

Council-Manager Briefing

None.

Business Meeting Call to Order

Vice Mayor Meyers 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	Excused	
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	Excused	

Councilmember Paullus, seconded by Councilmember Kraft, made a motion to excuse Councilmember Davidson. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Brill, seconded by Councilmember Paullus, moved for Executive Session to discuss the following topics:

1. The purchase of property for public purposes, the sale of public property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code;
2. To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance;

Minutes Acceptance: Minutes of Oct 10, 2023 7:00 PM (Approval of Minutes)

3. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Roll call vote. Motion passed 6-0.

Special Presentations

None.

Citizen Comments

Cindy Broenner, 5281 Boehm Drive, addressed Council regarding the grease box behind Penn Station and her concerns regarding the safety and sanitation of that box. She is concerned that it is a safety hazard because it hasn't been emptied and needs to be replaced. It sits close to a dumpster of cardboard and a daycare facility.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of September 25, 2023 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations

Councilmember Leslie Besl

Development Services

Councilmember Matt Davidson

Ordinance amending Ordinance No. 130-09 to modify the terms and provisions of the North Town Center Community Reinvestment Area, renaming the area the Fairfield Town Center Community Reinvestment Area, implementing Section 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of the Fairfield Town Center Community Reinvestment Area in the City of Fairfield, Ohio, designating a housing officer to administer the program, and creating a Community Reinvestment Housing Council and a Tax Incentive Review Council.

Recommendation:

It is recommended that City Council approve this ordinance to establish CRA property tax abatement as a potential development tool throughout the Town Center area.

Councilmember Kraft presented the third reading of this ordinance.

ORDINANCE NO. 141-23. APPROVED 6-0.

Minutes Acceptance: Minutes of Oct 10, 2023 7:00 PM (Approval of Minutes)

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

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

NEW BUSINESS

Councilmember Besl, seconded by Councilmember Kraft, moved to read all New Business by title only.

Community & Public Relations

Councilmember Leslie Besl

Simple Motion: Motion to approve the December 2023 Meeting Schedule for City Council Meetings.

Recommendation:

It is recommended that Council, via simple motion, approve the December 2023 meeting schedule. City Council will meet on the first and second Mondays of December, December 4th and December 11th, 2023, for regular meetings.

SIMPLE MOTION NO. 12-23. APPROVED 6-0.

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

Development Services

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of Oct 10, 2023 7:00 PM (Approval of Minutes)

Councilmember Kraft presented the first reading of this ordinance.

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

Resolution imposing a temporary moratorium on the consideration and/or granting of any zoning, occupancy, building or other permits or applications relating to vape stores within the City of Fairfield and declaring an emergency.

Recommendation:

It is recommended that the City adopt the resolution imposing a moratorium relating to new vape stores within the City of Fairfield.

RESOLUTION NO. 9-23. APPROVED 6-0.

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

Parks, Recreation and Environment

Councilmember Gwen Brill

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

Recommendation:

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

Councilmember Brill presented the first reading of this ordinance. She requested more information regarding the contract and cost prior to considering the legislation for a vote.

RESULT:	FIRST READING Next: 10/23/2023 7:00 PM
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Public Safety

Councilmember Dale Paullus

Simple Motion: Motion to request a hearing regarding a liquor permit application in the name of Valour Lounge LLC, 74 Donald Drive, Fairfield, OH 45014 (Permit Classes D5).

Recommendation:

It is recommended that City Council request, by simple motion, that **a hearing be held** on the liquor permit application in the name of Valour Lounge LLC, 74 Donald Drive, Fairfield, OH 45014 (Permit Classes D5).

SIMPLE MOTION NO. 13-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute an agreement for indigent legal representation for 2024 in the Fairfield Municipal Court with the Butler County Public Defender Commission/Butler County Board of Commissioners and declaring an emergency.

Recommendation:

It is recommended that Council adopt an ordinance to authorize the City Manager to execute the agreement for indigent legal representation for 2024 in the Fairfield Municipal Court with the Butler County Public Defender Commission/Butler County Board of Commissioners. Rules suspension and the emergency clause are requested so that the agreement can be in place and reimbursement by the State of Ohio can be obtained in accordance with state guidelines.

ORDINANCE NO. 143-23. APPROVED 6-0.

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

Finance & Budget

Councilmember Tim Meyers

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Oct 10, 2023 7:00 PM (Approval of Minutes)

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

Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.”

Recommendation:

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

ORDINANCE NO. 144-23. APPROVED 6-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, October 23 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 13 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, November 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:30 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at 8:48 PM.

ATTEST:

 Clerk of Council

 Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Oct 10, 2023 7:00 PM (Approval of Minutes)



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Pool Management Contract Extension

Legislation Title:

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

Recommendation:

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

Background/Synopsis:

This contract is for the management and operation of the City of Fairfield Aquatic Center on Augusta Boulevard. SwimSafe has been managing pool activities for the Parks and Recreation Department since the 2021 pool season. Staffing includes a pool manager and up to twelve life guards. SwimSafe will ensure that staffing will meet the City of Fairfield's minimum standards and exceed the requirements of the State Department of Health.

SwimSafe will be providing front desk attendants as part of this contract. SwimSafe begins preparation for the pool to open in April and works with City staff to properly close the pool in September.

Financial Impact:

None at this time. Funding for this contract has been through the operating budget.

Emergency Provision Explanation:

A suspension of rules and emergency provision is being requested in order to enter into a contract with SwimSafe as soon as possible in 2023 under the terms of the attached quotation. Staff believes it is necessary to move forward quickly in order to reserve a spot in SwimSafe's workload for the 2024 and 2025 seasons.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2023 SwimSafe Exhibit - Fairfield - 2024-2025 - Addendum
2. SwimSafe-Ord



ADDENDUM TO THE SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT WITH CITY OF FAIRFIELD

Effective _____, 2023 City of Fairfield ("Client") agrees to amend the Swimming Pool Management and Maintenance Agreement ("Agreement") with SwimSafe Pool Management, Inc. ("SSPM"), originally dated February 1, 2021, and extended through December 31, 2023 under the following terms and conditions:

1. The Agreement will be extended through December 31, 2025 and the price will be \$254,500.00 for 2024 and \$262,400.00 for 2025 and payment shall be made in accordance with the revised Exhibit "A" attached hereto. Exhibit "B" is modified to include front desk personnel provided by SSPM.
2. If there is an increase of ten percent (10%) or more in any costs (including necessary wages paid to pool staff, chemicals, supplies, etc.) related to this Agreement, SSPM may present to Client a reasonable increase in the price of this Agreement based solely on SSPM's additional costs for providing the services stated herein. The Client, at its sole discretion, may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this Agreement 30 days from the proposed increase.
3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.
4. This offer shall lapse if not signed and returned by Client on or before October 10, 2023.

CITY OF FAIRFIELD

SWIMSAFE POOL MANAGEMENT

EXHIBIT "A"
Fees and Payment Schedule
City of Fairfield

January 1, 2024 - December 31, 2024

Month	Monthly Total
January	\$.00
February	\$.00
March	\$.00
April	\$20,000.00
May	\$43,000.00
June	\$54,000.00
July	\$54,000.00
August	\$54,000.00
September	\$29,500.00
October	\$.00
November	\$.00
December	\$.00
TOTAL	\$ 254,500.00

January 1, 2025 - December 31, 2025

Month	Monthly Total
January	\$.00
February	\$.00
March	\$.00
April	\$21,000.00
May	\$43,000.00
June	\$56,000.00
July	\$56,000.00
August	\$56,000.00
September	\$30,400.00
October	\$.00
November	\$.00
December	\$.00
TOTAL	\$ 262,400.00

Attachment: 2023 SwimSafe Exhibit - Fairfield - 2024-2025 - Addendum (3693 : Pool Management Contract Extension)

EXHIBIT “B”

City of Fairfield 2024 - 2025

Pool Schedule, Hours of Operation, and Staffing

May 25 through September 2, 2024

May 24 through September 1, 2025

Monday	12:00 pm-8:00 pm
Tuesday	12:00 pm-8:00 pm
Wednesday	12:00 pm-8:00 pm
Thursday	12:00 pm-8:00 pm
Friday	12:00 pm-8:00 pm
Saturday	12:00 pm-8:00 pm
Sunday	12:00 pm-6:00 pm
Memorial Day	12:00 pm-8:00 pm
July 4th	12:00 pm-8:00 pm
Labor Day	12:00 pm-8:00 pm

*****School Hours start the week of August 12th, 2024 and August 11th, 2025. The pool will only be open on Saturday (12pm-8pm) and Sunday (12pm-6pm) for the weekends and Memorial Day (August 17-18, 24-25, and August 31-September 2, 2024).***

SSPM staffing will be as follows:

Pool Manager: One (1) Pool Manager, Assistant Manager or Head Lifeguard will be on duty during all hours of pool operation, including swim team, swimming lessons and any other event or party.

Lifeguards: Head lifeguards, lifeguards, and attendants will be staffed during all hours of operation. Staffing will exceed the required Department of Health and City of Fairfield staffing minimum standards.

Twelve (12) lifeguards will be provided from 12:00-4:00 PM and eleven (11) lifeguards will be provided from 4:00 PM to close.

Front Desk Attendant(s): Two (2) front desk persons will be provided from 11:30 am to 7:30 pm Monday - Saturday and 11:30 am to 5:30 pm on Sundays

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE CONTRACT WITH SWIMSAFE POOL MANAGEMENT, INC. FOR THE 2024 AND 2025 CALENDAR YEARS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute an addendum to the contract with Swimsafe Pool Management, Inc. for the 2024 and 2025 calendar years in accordance with the addendum on file in the office of the City Manager. This addendum is authorized as an emergency and without competitive bidding because of the professional nature of the services and the need to secure the future services at the present time.

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 availability of Swimsafe for the 2024 and 2025 seasons be secured; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

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

Attachment: SwimSafe-Ord (3693 : Pool Management Contract Extension)



City Council Action Item
Regular Meeting - October 23, 2023

Submitted by: Alisha Wilson, Clerk

Submitting Department: Clerk

Subject:

Parks Board 1st Ward Appointment

Legislation Title:

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

Recommendation:

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

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

Background/Synopsis: On August 22, 2023, the Parks & Recreation Board received resignation from the First Ward representative. Council received applications for two weeks from September 12 through September 26. The appointment is for a partial term commencing upon appointment and expiring on March 31, 2025.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Greg Kathman,
 Submitting Department: Development Services

Subject:

Building Division Scanning Project

Legislation Title:

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

Recommendation:

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

Background/Synopsis:

The Building Division has approximately 150 boxes of commercial building plans in a contracted off-site storage facility. The paper plan sets, which date from 1960s-1980s, are in a variety of sizes and configurations. Many of the plan sets are in poor condition, with folds, staples, tears, and other challenges impacting the readability of the plans.

Building staff frequently has to request files be retrieved from storage, a process which costs money and can take a week or more to complete. In general terms, this process is time-consuming, costly, and does not provide the desired level of customer service. In an effort to reduce long-term storage costs and enhance customer service, staff recommends that these old paper plans be scanned and digitized.

Earlier this year, staff issued a Request for Proposals (RFP) for scanning consultant services for this project. Five companies responded to the RFP. Staff conducted interviews with three of these firms to discuss their proposals, including their technological capabilities, proposed pricing structure, and estimated project timing. Upon completion of the interviews and checking references, staff recommends contracting with ARC Document Solutions LLC. ARC was judged to have the best combination of price, timing, and experience with similar projects.

Financial Impact:

This project was budgeted in the 2023 CIP budget as Project 3DV03 in an amount of \$125,000. Staff recommends appropriating this entire amount to cover all the unknown project contingencies. Long-term, this project will provide cost savings from the elimination of storage and retrieval fees.

Emergency Provision Explanation:

Emergency provision is requested so that the plan boxes can be removed from the off-site storage facility before the end of the year and the associated cost savings can be realized.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. ARC Contract Oct 23 __
2. ARC Document Solutions LLC-Ord

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, between the City of Fairfield, Ohio (hereinafter referred to as “Owner”) and ARC Document Solutions, LLC (hereinafter referred to as Consultant).

WITNESSETH

WHEREAS, Owner requires certain Professional Consulting Services (hereinafter referred to as the “Services”); and,

WHEREAS, Consultant is prepared to provide the Services;

NOW, THEREFORE, in consideration of the promises contained in the Agreement, Owner and Consultant agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be upon its execution by all parties.

ARTICLE 2 – GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement.

ARTICLE 3 – SERVICE TO BE PERFORMED BY CONSULTANT

Consultant shall perform the Services described in the “Scanning and Archiving Services Scope of Work” dated September 25, 2023, which is attached hereto as Exhibit A and incorporated herein by reference except any provision in said document which requires the City to indemnify, save and hold any person, entity or party harmless from any risk, damage, or cost whatsoever; A provision permitting or requiring the application of the law of any state other than that of Ohio or any term imposing personal liability upon the officer/employee who signs the contract for the City and act on behalf of the City.

ARTICLE 4 – COMPENSATION

Owner shall pay Consultant for the performance of the services described in the “Scanning and Archiving Services Scope of Work” dated September 25, 2023 as stated in paragraph 2 of said document except that ARC shall not be permitted to revise the pricing specified therein unless such revision is first approved by written agreement executed by both parties prior to the undertaking of any services for which additional compensation is claimed.

ARTICLE 5 – TIME FOR COMPLETION

Consultant agrees to prosecute the work in a professional, reasonable, and timely manner. Absent delays in performance caused by circumstances beyond the control of the Consultant or in the event that the Consultant

fails to complete the services embodied in this Agreement within the time period specified above from date of "Notice to Proceed", shall subject the Consultant to pay the Owner the sum of one hundred dollars (\$100.00) for each calendar day beyond the stated time period during which the services are not completed.

ARTICLE 6 – OWNER’S RESPONSIBILITIES

Owner shall supply to the Consultant either directly or indirectly from others, all available information and data that is referenced in "General Terms and Conditions", "Standard Unit Rates" or as otherwise provided in this Agreement.

ARTICLE 7 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill and diligence in performing all Services under this Agreement as is possessed and exercised by consulting firms under similar circumstances. Consultant shall re-perform the Services which fail to satisfy this standard of care at no cost to the Owner. Consultant shall also be responsible for payment of additional expenses incurred by the Owner as a result of the Consultants failure to perform services in accordance with the standard of care stated herein.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

8.1 Indemnification – Consultant agrees to defend, indemnify, and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of Consultant and Owner, such liability shall be borne by each party in proportion to its own negligence.

8.2 Survival – Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 9 – INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of not less than \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person and not less than \$1,000,000 for each location.
- (3) Workers Compensation Insurance in accordance with statutory requirements and Employers Liability Insurance, with limits of not less than \$500,000 for each occurrence.
- (4) Professional Liability Insurance, with limits of not less than \$1,000,000 annual aggregate.
- (5) Shall, upon written request, furnish Owner Certificates of Insurance which shall include a provision that such insurance shall not be canceled without at least thirty days written notice to Owner.

With respect to any of the insurance policies provided by the Consultant pursuant to this Agreement which are “claims made” policies, in the event at any time any such policies are canceled or not renewed, Consultant shall provide a substitute insurance policy (ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provide for retroactive coverage to the date of cancellation or non-renewal to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the “claims made” policy (ies). With respect to all “claims made” policies which are renewed, Consultant shall provide coverage retroactive to the date of commencement of work under this Agreement. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of completion of the Project.

ARTICLE 10 – REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings and specifications prepared by Consultant pursuant to this Agreement are the property of the Owner who shall be vested with all common law, statutory and other reserved rights; provided, however, that the Owner will indemnify and hold Consultant harmless in the event the Owner uses such documents for purposes other than this Project.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The written notice shall specify the nature of the breach. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner’s convenience upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner’s convenience, Owner shall pay Consultant for all the Services performed and termination or suspension expenses. Upon restart, an equitable, mutually agreed-upon, adjustment shall be made to Consultants compensation.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Owner or Consultant under this Agreement. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 13 – COMMUNICATIONS

Any communications required by this Agreement shall be made in writing to the address show below:

CONSULTANT: ARC Document Solutions, LLC
 1425 Jeffrey Drive
 Addison, IL 60101

With a copy (which shall not constitute notice) to:
 ARC Document Solutions, LLC
 12657 Alcosta Blvd., Suite 200
 San Ramon, CA 94583
 Attn: Legal Department

OWNER: City of Fairfield, Ohio
 Building & Zoning Division
 5350 Pleasant Avenue
 Fairfield, Ohio 45014

Nothing contained in this Article shall be construed to restrict the transmission of routing communications between representatives of Consultant or Owner.

ARTICLE 14 – WAIVER

A waiver by either Owner or Consultant or any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Agreement or the occurrence of any event rendering any portion or provisions of this Agreement void shall in no way affect the validity or enforceability of any other portion or provisions of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement that it did not contain the particular portion or provisions held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

ARTICLE 16 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 18 – ASSIGNMENT

Neither Owner nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 19 – THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other the Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement on the dates shown by their signatures below, and this Agreement shall be effective upon its execution by both parties.

CITY OF FAIRFIELD

Witness

By: _____
Scott W. Timmer, City Manager

Date: _____

CONTRACTOR

Witness

By: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE:

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that funds to cover payment for services or supplies embodied in this Contract are presently available or in the process of collection that council has appropriated money for this purpose, and it remains unencumbered.

By: _____
Christopher Hacker, Finance Director

Approved as to Form:

Approved as to Content:

John H. Clemmons, Law Director

Department Head

Attachment: ARC Contract Oct 23 (3708 : Building Division Scanning Project)

CITY OF FAIRFIELD, OHIO

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND CITY OF FAIRFIELD INCOME TAXES
AND POLITICAL CONTRIBUTIONS**

To: City of Fairfield, Ohio
Butler County, Ohio

The undersigned contractor or supplier being first duly sworn, as a condition to be considered for the reward of a contract by the City of Fairfield, Ohio for _____ hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of Fairfield as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the City of Fairfield.

The undersigned contractor or supplier also further certifies that it is in compliance with ORC Section 3517.13(I)(1) or 3517.13(J)(1), whichever is applicable, relative to political contributions to public officials of the City of Fairfield, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Title

Company

Sworn to and subscribed in my presence on this _____ day of _____, 20____ by the above referenced person on behalf of the contractor or supplier.

Notary Public

Attachment: ARC Contract Oct 23 ____ (3708 : Building Division Scanning Project)

**CITY OF FAIRFIELD, OHIO
NON-COLLUSION AFFIDAVIT**

State of Ohio, County of _____ S.S.

City of Fairfield

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, THEY) RESIDE AT

(Residence Address)

AND THAT (HE IS, THEY ARE) THE ONLY PERSON(S) WITH SAID

(Name of Company)

(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS, THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OF FRAUD; AND, ALSO, THAT NO MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THERIN, OR ANY OFFICER OR EMPLOYEE OF THE CITY OF FAIRFIELD, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THERIN.

Signature

Name

Title

Company

Subscribed to and sworn to on this _____ day of _____, 2023.

Notary Public

Attachment: ARC Contract Oct 23 — (3708 : Building Division Scanning Project)

**CITY OF FAIRFIELD, OHIO
NOTICE TO PROCEED**

COMPANY _____ Date: _____

ADDRESS _____

CONTRACT _____

ATTENTION _____

PROJECT NAME _____

You are hereby notified to commence work in accordance with the Contract dated _____ on or before _____ and complete the WORK within approximately 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Dated this _____ day of _____, 2023

**CITY OF FAIRFIELD, OHIO
OWNER**

By: _____
Scott W. Timmer, City Manager

Approved as to Content:

Approved as to availability of funds:

Department Head

Christopher Hacker, Finance Director

Acceptance of the above NOTICE TO PROCEED is hereby acknowledge by

_____, this

_____ day of _____, 20____.

BY _____

TITLE _____

EXHIBIT A

See attached.

SCANNING AND ARCHIVING SERVICES SCOPE OF WORK

Project Name: City of Fairfield

Effective Date: September 25th, 2023

Customer: City of Fairfield, Ohio

Customer Location: 5350 Pleasant Avenue
Fairfield, OH 45014

Work to be Performed: ☐ On-Site at Customer Location
☒ Off-Site at ARC Location

ARC Service Location (if work performed off-site):
ARC Cincinnati
Overflow to ARC Ohio Locations

Estimated Start Date: November 1st, 2023

Estimated Completion Date: TBD upon Receipt

1. Services and Technical Specifications:

ARC will provide the scanning and archiving services specified below:
(Services included are indicated by checked boxes below)

- ☒ Document Inventory and Chain of Custody:
 - Box Level Barcode & Track
 - Document Level Barcode & Track
- ☒ Document Transportation:
 - From Customer Location to ARC Service Location
- ☒ Document Preparation:
 - Remove all binding materials (staples, clips, clamps, binders)
 - Unfold pages
 - Remove and reposition attachments (Posit-Notes & Flags)
- ☒ Document Indexing:
 - Fields to be Indexed:
 - (Field 1)
 - (Field 2)
 - (Field 3)
 - (Field 4)
- ☒ Document Scanning:
 - Small Format Scanning
 - 200 DPI, Auto-Color
 - Programmatic:
 - Image Deskew
 - Image Auto-Crop
 - Auto Rotate
 - Blank Page Removal
 - Large Format Scanning
 - 200 DPI, Color for Color
 - Image Crop & Deskew
 - Rotate to proper orientation

- ☒ Quality Assurance:
 - All images will be checked for readability and proper orientation
 - Every source page will be represented in digital delivery
 - All Boxes and Documents will be reviewed to insure they have been captured and processed to desired output
 - All Indexed data will be reviewed for accuracy and completeness
 - All digital output files and folders will be reviewed to insure desired result
- ☐ Document Reassembly:
 - ☐ Return hard copy originals to source folders and boxes, in original sequence as received, without replacing binding materials and/or refolding pages
 Or
 - ☐ Return hard copy originals to source folders and boxes, in original sequence as received, including rebinding originals in similar fashion as originally received, and refolding pages
- ☒ File Naming and Folder Structuring:
 - All Files and Parent Folders will be named using Document Indexes stated above
- ☒ Output File Format:
 - ☒ All output files will be generated as multi-page, Image Only PDF files
 Or
 - ☐ All output files will be generated as multi-page, Searchable Image PDF files
- ☒ Deliverables and Delivery Method:
 - ☐ Email download link
 - ☐ USB Hard Drive/Thumb Drive
 - ☐ Encrypted Hard Drive/Thumb Drive
 - ☐ Customer Supplied SFTP Site
- ☒ Destroy Hard Copy Originals (Certified Shred)
- ☐ Return Hard Copy Originals

Original documents provided by Customer will be of good quality (in ARC's sole determination) and will not require additional preparation or remediation prior to scanning. If the quality or condition of the original documents provided by Customer require additional preparation (in ARC's sole determination and as specified in Section 1.c above), Customer will be notified and additional instructions will be provided by Customer, following which ARC will provide Customer with revised pricing for the handling of such original documents.

HIPAA Compliance: (one of the following two boxes must be checked)

- ☒ Box Content does not include PHI and/or is NOT subject to HIPAA Regulations
- ☐ Box Content includes PHI and must be processed in accordance with HIPAA regulations

Attachment: ARC Contract Oct 23 — (3708 : Building Division Scanning Project)

2. Pricing:

ARC reserves the right to revise the pricing specified below based on actual condition of original documents provided by Customer and indexing requirements.

Services	Price
Prep & Scanning Small Format Documents up to 11 x 17 (Not Expected / As Needed)	\$0.09/image
Scanning Large Format Documents up to 36" x 48"	\$0.875/sheet
2-Field Large Format Document Indexing	\$0.25/set
Certified Shredding	\$10.50/Box
12 Month Box Warehouse Storage < and > 12 Month Digital SkySite Platform Temp Storage	\$179/Month
Document Transport	\$3.75/box

3. Exclusions:

Original document storage and document destruction services are not included in this Scope of Work. If Customer does not provide written instructions regarding destruction or return of original documents within 30 days following the completion date, storage of Customer's original documents will be arranged with a third party chosen by ARC in its sole discretion and Customer will be responsible for payment of fees associated with such third-party document storage services. Document destruction services may be added to this Scope of Work through a Change Order. Upon Customer signing a Change Order adding document destruction services, ARC will arrange for the destruction of Customer's original documents by a third party chosen by ARC in its sole discretion. Customer will indemnify, defend and hold ARC harmless from any claim or liability related to or arising from such original document storage or destruction.

4. Project Management:

- Customer and ARC will designate and assign a project manager. The project managers' responsibilities will include coordinating and communicating project requirements and providing feedback and information as appropriate to their respective parties in a timely manner. Delays in communications may impact the project schedule. The Customer's project manager will also be responsible for the validation testing and sign off. ARC will schedule a mutually agreeable timeline for a weekly progress meeting to keep all stakeholders updated on the progress and to discuss open items. The Customer project manager must be available for these meetings.

- During the back file conversion process, all scanning and technology Services will be managed by ARC's Project Manager.

Customer Project Manager: _____

ARC Project Manager: Scott Lemond

5. Special Instructions:

- This scanning project will consist of: **150 boxes (24") of commercial building plans**
 - Each box is estimated to hold 250-400 sheets; **Est. total of 50,000 sheets**
 - Est. 10 sheets per set; **5,000 sets expected**
 - Standard prep for LF sets; some may be loose sheets
 - Requiring 200 dpi scanning – Color-for-Color
 - 1 PDF File per set; Maintaining all Sets per Box for QC assurances
 - 2-Field Indexing per set; Street #/Address & Permit #
 - Files to be delivered via Cloud; stored for a period of 12 months for QC Purposes
 - Requires Cloud Access for 3 City of Fairfield Employees
 - Certified Shredding of Physical Plans... Post QC Validation

6. Change Orders:

Terms and conditions included in this Scope of Work may be changed through a written change order signed by both parties.

7. Responsibilities of Parties:

- Customer:

Customer represents and warrants that (i) Customer owns or has required rights in the Customer original documents and data, and (ii) the Customer original documents and data, including any use of such documents and data by ARC in performing services under this Scope of Work, does not violate applicable law or infringe upon the rights of any third party. Customer will indemnify and hold harmless ARC from any claim or liability arising from breach of the representations and warranties in this section.

Customer will provide access to original paper documents for transfer to the service location specified in this Scope of Work in a timely manner and will coordinate ARC's access to such documents.

If any documents are provided by Customer that, in ARC's sole discretion, are beyond the number and quality specified in this Scope of Work, then additional fees, as specified in a Change Order, will apply.

b) **ARC:**

In the event that any unforeseen issues arise which may jeopardize the outcome of the project (quality, accuracy, timeline and/or costs), the ARC Project Manager will notify the Customer Project Manager and they will work together to resolve such issues in a mutually agreeable manner.

ARC Project Manager will generate a report on a regular basis (frequency to be mutually agreed), indicating the then-current status and progress of the project, quantities completed, estimating quantities remaining and projecting completion date and/or milestones for the project.

without which, the parties would not have entered into this Scope of Work.

12. ENTIRE AGREEMENT:

This Scope of Work constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, proposals or representations and warranties, written or oral, concerning its subject matter. No amendment or modification to this Scope of Work, and no waiver of any of its provisions, will be valid unless in writing and signed by both parties. Notwithstanding any language to the contrary, no terms or conditions stated in a customer purchase order or in any other customer order documentation will be incorporated into or form any part of this Scope of Work, and all such terms or conditions will be null and void.

13. FORCE MAJEURE:

Neither party is responsible for failure to fulfill any non-monetary obligations due to events or causes beyond its control.

14. PUBLICITY:

ARC reserves the right to publicize use of the Services by Customer and may public identify Customer as a customer of ARC and use Customer's logo(s) in connection with ARC's advertising, promotional and marketing materials.

8. LIMITATION OF LIABILITY:

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS SCOPE OF WORK, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARC WILL HAVE NO LIABILITY FOR LOSS, DAMAGE OR DESTRUCTION OF DOCUMENTS OR DATA RECEIVED FROM CUSTOMER, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY ARC. NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, ARC'S MAXIMUM LIABILITY WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID TO ARC PURSUANT TO THIS SCOPE OF WORK IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THAT THIS LIMITATION WILL NOT APPLY WITH RESPECT TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY.

9. Limited Warranty:

ARC warrants that: (a) the services under this Scope of Work will be performed in a timely, efficient, and professional manner; (b) all personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive until the earlier of: (a) ninety (90) days after the completion date, or (b) ARC's receipt from Customer of written authorization for document destruction. Customer's sole and exclusive remedy for any breach of this limited warranty will be, in ARC's sole discretion and at no charge to Customer, (i) for ARC to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity or, (b) for ARC to allow Customer to terminate this Scope of Work and receive any prepaid and unused fees through the completion date.

10. GOVERNING LAW AND JURISDICTION:

This Scope of Work will be governed by the laws of the State of California without giving effect to any conflict of laws principles. Any dispute or claim arising out of or relating to this Scope of Work will be brought exclusively in federal or state courts in San Francisco, California.

11. ATTORNEYS' FEES AND COSTS; WAIVER OF JURY:

The prevailing party in any action to enforce or interpret this Scope of Work will be entitled to recover its reasonable attorneys' fees and costs in connection with such action. To the maximum extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Scope of Work,

15. NOTICES:

Any notice, approval, request, authorization, direction or other communication under this Scope of Work will be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when mailed first class mail or by nationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other party in writing for the purpose of receiving such notices. All notices required under this Scope of Work shall be addressed as follows:

If to ARC:

ARC Document Solutions - Cincinnati
 Attention: Scott Lemond, Manager
 4219 Malsbary Road
 Cincinnati, OH 45242

With a copy (which shall not constitute notice) to:

ARC Document Solutions, LLC
 12657 Alcosta Blvd., Suite 200
 San Ramon, CA 94583
 Attention: Legal Department

If to Customer:

Each of the parties have signed this Scope of Work as of the Effective Date.

ARC Document Solutions, LLC

Signature: Scott Scheuber
 Name: Scott Scheuber
 Title: ARC Scan Center Manager

Customer

Signature: _____
 Name: _____
 Title: _____

Attachment: ARC Contract Oct 23 (3708 : Building Division Scanning Project)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH ARC DOCUMENT SOLUTIONS, LLC FOR THE BUILDING
DIVISION SCANNING PROJECT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with ARC Document Solutions, LLC for the Building Division scanning project in accordance with the contract on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding because of the need to reduce storage and retrieval costs as soon as possible.

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 plan boxes can be removed from the off-site storage facility before the end of the 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

Active Clients\City of Fairfield\Ordinances\2023\ARC Document Solutions, LLC-Ord

Attachment: ARC Document Solutions LLC-Ord (3708 : Building Division Scanning Project)



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Steve Maynard,
 Submitting Department: Police

Subject:

Flock Safety Contract

Legislation Title:

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

Recommendation:

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

Background/Synopsis: We recently signed a two (2) year contract with Flock Safety to provide ALPRs throughout the City. This contract will extend their current pricing for an additional three (3) years. Doing so will save us \$117,500 over the life of the contract.

Financial Impact: \$113,500 annually from the police department operating budget.

Emergency Provision Explanation: Necessary to maintain current levels of public safety.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. OH - Fairfield PD - Law Enforcement Agreement 5 year contract
2. Flock Safety-Ord

Flock Safety + OH - Fairfield PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Chris Clayton
christopher.clayton@flocksafety.com
9198103011

flock safety

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A ORDER FORM

Customer: OH - Fairfield PD
 Legal Entity Name: OH - Fairfield PD
 Accounts Payable Email: smaynard@fairfield-city.org
 Address: 5230 Pleasant Avenue Fairfield, Ohio 45014

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency:
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$113,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon [®]	Included	44	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$3,500.00	1	\$3,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$113,500.00
Annual Recurring Subtotal:	\$113,500.00
Discounts:	\$117,500.00
Estimated Tax:	\$0.00
Contract Total:	\$567,500.00

Attachment: OH - Fairfield PD - Law Enforcement Agreement 5 year contract (3705 : Flock Safety Contract)

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$110,000.00
Flock Safety Add-ons	\$7,500.00
Flock Safety Professional Services	\$0.00

Product and Services Description

12.C.1.a

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Attachment: OH - Fairfield PD - Law Enforcement Agreement 5 year contract (3705 : Flock Safety Contract)

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Fairfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Attachment: OH - Fairfield PD - Law Enforcement Agreement 5 year contract (3705 : Flock Safety Contract)

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 06 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT EXTENSION WITH FLOCK SAFETY 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 three (3) year contract extension with Flock Safety in accordance with the contract extension 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 current pricing be extended for three (3) years; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Flock Safety-Ord

Attachment: Flock Safety-Ord (3705 : Flock Safety Contract)



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Steve Maynard,
 Submitting Department: Police

Subject:

Dispatch Upgrade

Legislation Title:

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

Recommendation:

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

Background/Synopsis: We recently updated our staffing plan in dispatch which added to the number of dispatchers working on each shift. To accommodate the plan we need to update the 4th console in the dispatch center which is currently inactive.

Financial Impact: \$131,215 from CIP Project 1PD03.

Emergency Provision Explanation: This project is necessary to provide adequate staffing levels in our dispatch center.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. City of Fairfield MCC7500E CC HUB COnsole Project Proposal OCT. 2023 to customer (003)
2. Motorola-Ord



CITY OF FAIRFIELD, OHIO

MCC 7500E DISPATCH CONSOLE ADD-ON POSITION

OCTOBER 4, 2023

Attachment: City of Fairfield MCC7500E CC HUB Console Project Proposal OCT. 2023 to customer (003) (3704 : Dispatch Upgrade)

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781

October 4, 2023

City of Fairfield
5230 Pleasant Avenue
Fairfield, OH 45014

Subject: MCC 7500E Dispatch Console Add-On Position

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Fairfield with an MCC 7500e dispatch console add on position project. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software and services. Specifically, this solution provides:

- One (1) new MCC 7500e operator position
- Upgrade/Conversion of existing three (3) MCC 7500 positions to MCC 7500e
- Spare Equipment: One (1) CC Hub, (3) USB Desktop Speakers, (1) USB Desk Phone Mic.
- Optional Replacement of existing GCP Conventional Site Controller (CSC) with DSC 8000 CSC and its spare Field Replacement Units (FRU's
- Optional Replacement of existing EOL XTL 5000 Console with APX 8500 Console
- Implementation and Warranty Services

This proposal is subject to the terms and conditions of Ohio State Term Schedule #573077-0 and remains valid until December 19, 2023. The City of Fairfield may accept this proposal by signing and delivering to Motorola a Purchase Order (PO)/Notice to Proceed (NTP) that specifically references the aforementioned contract. Alternatively, Motorola would be pleased to address any concerns the City of Fairfield has regarding this proposal. Any questions can be directed to Shelly Kunz, Account Executive, at 513.787.3012 or shelly.kunz@motorolasolutions.com.

Our goal is to provide the City of Fairfield with the best product and services available in the communications industry. We thank you for the opportunity, and we hope to strengthen our relationship by implementing this solution.

Sincerely,
Motorola Solutions Sales & Services, Inc.

Chris Hanes
Area Sales Manager

City of Fairfield, Ohio
MCC 7500e Dispatch Console Add-on Position

October 4, 2023
Use or disclosure of this proposal is subject
to the restrictions on the cover page.



Motorola Solutions Confidential Restricted

Table

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Attachment: City of Fairfield MCC7500E CC HUB Console Project Proposal OCT. 2023 to customer (003) (3704 : Dispatch Upgrade)

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SECTION 1

SYSTEM OVERVIEW

1.1 DISPATCH CONSOLE EQUIPMENT

This proposal includes the addition of the following equipment at the existing City of Fairfield MCC 7500 dispatch site in the existing dispatch room location:

- One (1) new MCC 7500E Operator Position.
 - CommandCentral Hub (CC Hub) with integrated PC (Windows 10 OS).
 - 22" Non-Touch Monitor.
 - USB Desktop Speakers and USB Desk Microphone.
- Upgrade/Conversion Equipment Summary (per Existing Console Operator Position):
 - 22" Non-Touch Monitor.
 - USB Desktop Speakers and USB Desk Microphone.
 - MCC 7500E Conversion Licenses.

NOTE: The proposed upgrade/conversion requires the City of Fairfield, Ohio to have an existing and current SUA agreement and in place. See the Warranty section for more detailed information. The existing and current SUA will fund the MCC 7500E CommandCentral Hubs with integrated PC's (Windows 10 OS) and MCC 7500E Enhanced Instant Recall Recorders (EIRR's) for the existing three console operator positions.

- Spares:
 - One (1) CommandCentral Hub.
 - Three (3) USB Desktop Speakers.
 - One (1) USB Desk Microphone.
- Optional Replacement of existing GCP 8000 Conventional Site Controller (CSC) with DSC 8000 CSC and its spare Field Replacement Units (FRU's). NOTE: GCP CSC last supported system release is A2025.x. Replacement is required prior to OH MARCS upgrade to A2026.X in year 2028.
- Optional Replacement of legacy End of Life XTL 5000 Console with an APX 8500 Console.

The MCC 7500E is a state-of-the-art console system that features an enhanced version of the intuitive, Graphical User Interface (GUI). It operates on the Microsoft Windows 10™ platform, and the screen layout is simple and uses valuable space efficiently. Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text which maximizes productivity.

1.2 DISPATCH CONSOLE EQUIPMENT SUMMARY

The add-on dispatch and upgrade/conversion equipment proposed includes the following:



NOTE: There is one existing unused MCC 7500 Console Operator User License (Zone Core License) that will be utilized for the new MCC 7500E console operator position. New headsets are not proposed for the existing console operator positions.

Table 1-1: Equipment List

Item No.	Qty	Nomenclature	Description
1	1	SQM01SUM0323	ASTRO MASTER SITE
1a	1	CA03517AD	ADD: CORE EXPANSION
1b	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
2	1	B1948	MCC 7500E DISPATCH POSITION LICENSE
2a	1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2b	1	UA00653AA	ADD: BASIC CONSOLE OPERATION
2c	1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
2d	1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
2e	1	UA00658AA	ADD: SECURE OPERATION
2f	1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2g	1	UA00661AA	ADD: ENHANCED IRR
3	1	B1949	MCC 7500E SOFTWARE DVD
4	1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
4a	1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOL
4b	1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
4c	1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
4d	1	CA03572AA	ADD: CABLE RETENTION BRACKET
4e	1	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
5	1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS
6	1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R
7	1	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH
8	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
9	3	B1952	SPEAKER, DESKTOP, USB
9a	3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
10	1	B1951	MICROPHONE, DESKTOP, USB
10a	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
11	2	B1913	MCC SERIES HEADSET JACK
12	3	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
13	3	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANC
14	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
15	1	T8742	MCAFEE FOR WINDOWS CLIENT, A2019.2
16	1	T8807A	WINDOWS SUPP FULL CONFIG, A2020.1/A
17	1	TDN9841	MOUSE PADS 5 PACK
18	4	DSACPS6N120SN2TT	AC POWER STRIP, 6 OUTLETS, SASD PRO



Item No.	Qty	Nomenclature	Description
19	3	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
20	3	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
21	3	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH
22	9	B1952	SPEAKER, DESKTOP, USB
22a	9	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
23	3	B1951	MICROPHONE, DESKTOP, USB
23a	3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
24	6	B1913	MCC SERIES HEADSET JACK
25	3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
26	3	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
27	1	B1950	MCC 7500/7100 TO MCC 7500E LICENSE
27a	3	UA00652AB	ADD: 160 RADIO RESOURCES LICENSE
27b	3	UA00653AB	ADD: BASIC CONSOLE OPERATION
27c	3	UA00654AB	ADD: ASTRO 25 TRUNKING OPERATION
27d	3	UA00655AB	ADD: ADVANCED CONVENTIONAL OPERATIO
27e	3	UA00658AB	ADD: SECURE OPERATION
27f	3	UA00659AB	ADD: ADP/AES/DES-OFB ENCRYPTION
28	1	B1949	MCC 7500E SOFTWARE DVD
28a	3	CA03321AA	ADD: DISPATCH POSITION SOFTWARE REFRESH
29	1	T8343	GSERIES SOFTWARE LICENSING
29a	1	UA00415AA	ADD: GSERIES SC-CONV
			SPARES
30	1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
30a	1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOL
30b	1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
30c	1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
30d	1	CA03572AA	ADD: CABLE RETENTION BRACKET
30e	1	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
31	3	B1952	SPEAKER, DESKTOP, USB
31a	3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
32	1	B1951	MICROPHONE, DESKTOP, USB
32a	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
			OPTIONAL DSC 8000 CSC and DSC SPARES
33	1	T8810	STANDALONE DSC 8000 CONTROLLER
33a	1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CON
33b	1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CON

Attachment: City of Fairfield MCC7500E CC HUB Console Project Proposal OCT. 2023 to customer (003) (3704 : Dispatch Upgrade)



Item No.	Qty	Nomenclature	Description
33c	1	CA03832AA	ADD: NM/DISPATCH SITE
33d	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1
34	1	T8811	DSC AC POWER SUPPLY CHASSIS
34a	1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
34b	1	CA03534AA	ADD: DSC AC POWER CABLE - US, 6 FT.
35	1	DLN1444A	FRE: DSC 8000
36	1	DLN8001	FRU: DSC 8000 AC POWER SUPPLY
			OPTIONAL APX 8500 CONSOLETTTE
37	1	L37TSS9PW1AN	ALL BAND CONSOLETTTE
37a	1	G90AC	ADD: NO MICROPHONE NEEDED APX
37b	1	GA09008AA	ADD: GROUP SERVICES
37c	1	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP
37d	1	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM
37e	1	CA01598AB	ADD: AC LINE CORD US
37f	1	G51AT	ENH:SMARTZONE
37g	1	G799AD	ADD: PRINTED TEST RESULTS APX
37h	1	GA05508AA	DEL: DELETE VHF BAND
37i	1	GA05509AA	DEL: DELETE UHF BAND
37j	1	GA09000AA	ADD: DIGITAL TONE SIGNALING
37k	1	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
37l	1	G657AN	ADD: APX MOBILE USER GUIDE
37m	1	QA03399AA	ADD: ENHANCED DATA APX
37n	1	G806BL	ENH: ASTRO DIGITAL CAI OP APX
37o	1	GA01767AG	ADD: RADIO AUTHENTICATION
37p	1	QA09113AB	ADD: BASELINE RELEASE SW
37q	1	W969BG	ADD: MULTIKEY OPERATION
37r	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX
37s	1	GA09001AC	ADD: WI-FI CAPABILITY CONSOLETTTE
37t	1	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA
37u	1	G996AS	ENH: OVER THE AIR PROVISIONING
38	1	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT



SECTION 2

STATEMENT OF WORK

2.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and the City of Fairfield, Ohio ("Customer") as agreed to by contract.

The proposed equipment connects to the Ohio MARCS system.

NOTE: All responsibilities which are noted as Customer responsibilities are items which the Customer must complete or ensure that Ohio MARCS will provide. In addition, the Customer is responsible for providing all approvals and memorandums of understanding, as needed, from Ohio MARCS to Motorola.

2.1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with the City of Fairfield to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with the City of Fairfield. Coordinate the activities of all Motorola subcontractors under this contract.
- Provide the City of Fairfield with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for the operator position(s) to be installed in the City of Fairfield-provided facilities.
- Define heat load for the equipment to be installed in the City of Fairfield-supplied facilities.
- Convert the existing dispatch positions from MCC 7500 to MCC 7500E one at a time.
 - Remove the VPM and install the CC Hub hardware, as provided by the City of Fairfield's existing SUA.
 - Reconfigure the dispatch position software.
 - Remove existing accessories and install the proposed new accessories.
- Administer safe work procedures for installation.
- Install the console operator position(s) in the existing dispatch room with existing operator position(s) and on desktop space provided by the City of Fairfield.
- Connect the console to the existing City of Fairfield-provided circuits.
- Connect the appropriate equipment to City of Fairfield-supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process jointly by Motorola and the City of Fairfield.
- Connect the City of Fairfield-supplied, previously identified circuits into the console, to a demarcation point located within 25-feet of the console interface.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the City of Fairfield's system



experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- OPTIONAL: Replace the existing site controller with the proposed new DSC.
- OPTIONAL: Replace the existing XTL consolette with the proposed new APX consolette.
- Integration of other third party products, not defined in this statement of work, is not included in this proposal.
- Ohio MARCS Zone Core site:
 - Provide infrastructure related programming of the proposed dispatch operator position(s) into the Zone Core site, as applicable.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the operator position(s) supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document issues that arise during the functional tests.
- Document the results of the acceptance tests and present to City of Fairfield for review.
- Resolve any punchlist items before Final Acceptance.

NOTE: It is assumed the proposed operator position(s) will be located in the existing room as the existing position(s). The proposed position(s) will utilize and interface to the existing backroom equipment as needed.

2.1.2 City of Fairfield Responsibilities

The City of Fairfield will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The City of Fairfield's general responsibilities for the dispatch equipment is as follow:

- City of Fairfield will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation.
- Coordinate the activities of all City of Fairfield vendors or other contractors, if applicable.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, with Ohio MARCS regarding the dispatch console project and schedule.
- Provide existing dispatch site equipment which will be interfaced to the proposed position(s).
- Provide existing, operational dispatch operator positions for conversion to MCC 7500E.
- Provide FCC licensing, if required.

NOTE: Antenna and line installation heights are assumed to be less than 20-feet. If greater than 20-feet any FCC licensing requirements are the responsibility of the City of Fairfield.

- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.



- Provide third party products and interface if needed.
- Provide demarcation point located within 25-feet of the console interface.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20-Amp AC outlets—simplex with ground) for each major piece of equipment within 6-feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Ceiling [minimum 9-feet] and cable tray heights [minimum 8-feet] in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Bring grounding system up to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of 5-ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10-feet from the Motorola-supplied equipment.
- Provide floor space and desk space (including desk furniture, as needed) for the system equipment at the City of Fairfield-provided facilities.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment, as well as between the backroom equipment room and dispatch position(s).
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks (resolve environmental or hazardous material issues).
- Provide console template and alias information as required for programming.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Any required system network link resources will be provided by City of Fairfield, per Motorola specifications for consoles to connect to the Ohio MARCS Zone Core site.

2.2 PROJECT SCHEDULE

Motorola's preliminary schedule indicates total project implementation to be approximately 12 months pending supply chain delays. This preliminary schedule is included for informational purposes only and assumes that all City of Fairfield responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.



SECTION 3

WARRANTY/MAINTENANCE

3.1 WARRANTY SUPPORT SERVICES

The Year 1 services for the proposed new equipment include the same customized services as those that are separately contracted for the existing dispatch site.

Services proposed for add-on equipment assumes and requires that the existing dispatch site and system to separately include and be contracted for the same services for the same duration as proposed.

NOTE: Post warranty maintenance support is not proposed and can be separately provided upon request.

As an Add On to Ohio MARCS all add-ons are required to align with the regular MARCS System Upgrade schedule through 2039 and must include security monitoring and security update services. The post warranty services include these MARCS required services.

3.2 MCC 7500E CONVERSION VIA SUAI

At the time the proposed MCC 7500e new add on position is purchased, the existing three (3) MCC 7500 operator positions that are under a current SUA II contract at the time of order placement will receive CC HUB hardware and software equipment to support the conversion to a MCC 7500e at no additional charge.

Upgrade labor, dispatch operator position accessories and other equipment specific to the City of Fairfield's required configuration that are not covered under the SUA agreement terms are required to be purchased separately by the City of Fairfield to support the conversion.

NOTE: The supplemental required labor and supplemental equipment required to convert the existing MCC 7500 to MCC 7500e are included in the main offer as identified in the System Description and Statement of Work sections.



SECTION 4

PRICING

4.1 PRICING SUMMARY

EQUIPMENT AND IMPLEMENTATION SERVICES SUMMARY	
One (1) MCC 7500e Add-On Console Position, Conversion of Existing three (3) operator positions and Spares with Implementation Services*	\$131,215
Optional DSC 8000 Conventional Site Controller and DSC Spares	\$28,070
Optional APX 8500 Console	\$11,852
TOTAL SYSTEM with purchase by December 19, 2023 date*	\$171,137.00

*Pricing above assumes and requires an existing SUA is in place for the existing dispatch equipment being converted from an MCC 7500 to 7500e.

4.2 PRICING TERMS AND PAYMENT SCHEDULE

Pricing Terms and Conditions and Payment Schedule are per Ohio State Term Schedule 573077-0.

- 100% of payment for equipment is due upon shipment
- 100% of payment for services is due as rendered
- Prices quoted per Ohio State Term Schedule #573077-0.
- Prices reflect an order received by December 19, 2023 date with the approval to ship immediately.

4.3 CONTRACT

- Terms and conditions are per Ohio State Term Schedule #573077-0

4.4 LIFECYCLE SERVICES

NOTE: Lifecycle Services are assumed to be separately purchased for maintenance and system upgrades after year 1. As an Add-On to Ohio MARCS all add-ons are required to align with the regular MARCS System Upgrade schedule through 2039 with MDR and Security Update Services. If desired, a separate quote can be provided upon request.

SECTION 5

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of Ohio State Term Contract #573077-0.

Attachment: City of Fairfield MCC7500E CC HUB Console Project Proposal OCT. 2023 to customer (003) (3704 : Dispatch Upgrade)



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH MOTOROLA TO PURCHASE EQUIPMENT NECESSARY TO
UPGRADE DISPATCH CONSOLES AND DECLARING AN EMERGENCY.

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 Motorola to purchase equipment necessary to upgrade dispatch consoles in accordance with the contract on file in the office of the City Manager. This ordinance is authorized as an emergency without competitive bidding in order that a fourth dispatch console be made active as soon as possible for emergency dispatch services.

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 necessary emergency dispatch services be maintained; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

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

Attachment: Motorola-Ord (3704 : Dispatch Upgrade)



City Council Resolution
Regular Meeting - October 23, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Resolution to Adopt 2023 Butler County Hazard Mitigation Plan Update

Legislation Title:

Resolution to Adopt 2023 Butler County Hazard Mitigation Plan

Recommendation:

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

Background/Synopsis:

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

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

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

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

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

Financial Impact:

None.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

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

Butler County 2023 Hazard Mitigation Plan Municipal Adoption Resolution

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

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

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

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

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

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

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

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

- The Butler County 2023 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the [CITY OF FAIRFIELD] and
- The respective officials and agencies identified in the implementation strategy of the Butler County 2023 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this _____ day of _____, 2023

ATTEST:

[CITY OF FAIRFIELD]

By _____

By _____

By _____

Hazard Mitigation Plan Update Summary

Background Information	
What is the Butler County Hazard Mitigation Plan Update?	The Butler County Hazard Mitigation Plan update is a required update to the Butler County Hazard Mitigation Plan. The plan is required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended by the Disaster Mitigation Act of 2000. Each jurisdiction is required to have adopted a plan and the plan is required to be updated every five (5) years.
What is the purpose of the plan?	The purpose of the Butler County Hazard Mitigation Plan is to identify hazard mitigation activities within the county which could lessen or remove fully the impacts of natural disasters. The plan is intended to guide mitigation activities within the county. Additionally, only projects listed within the Butler County Hazard Mitigation Plan will be eligible for FEMA Hazard Mitigation grants. Non-FEMA funds may be used for future mitigation projects regardless of whether or not they are identified in the plan.
Who is required to adopt a local hazard mitigation plan?	Each jurisdiction is required to adopt and maintain a local hazard mitigation plan to remain in compliance with the Disaster Mitigation Act of 2000. This can be achieved through adoption of the County plan or through the development of their own local plan. Cities and villages are required to adopt a plan or develop their own, and are additionally required to have at least one (1) identified mitigation action for their community included in the plan. Unincorporated areas, such as townships, are included in the County plan adoption.
What are the benefits of developing and adopting the Butler County Hazard Mitigation plan?	There are several benefits to adopting the Butler County Hazard Mitigation plan. These include: - Communities remain in compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act and are thus eligible for federal disaster relief funds. - Projects identified in the plan may be eligible for FEMA Building Resilient Infrastructure and Communities grants. These include: - Potential hazard mitigation funds following a Presidential major disaster declaration. - Potential hazard mitigation funds prior to a Presidential major disaster declaration. - Potential hazard mitigation funds specifically for flood-prone structures focused on reducing or eliminating claims under the National Flood Insurance Program (NFIP). - Adoption of the Butler County Hazard Mitigation plan saves the local jurisdiction money by fulfilling the requirement without having to undergo the costly plan development process. - Allows citizens to be eligible for direct application grants, such as the Ohio Safe Room Rebate Program (Tornado Safe Rooms).
Hazard Identification and Risk Analysis (HIRA)	Part of the Butler County Hazard Mitigation plan update is the development of a Hazard Identification and Risk Analysis (HIRA). The HIRA is used to rank the hazards which may impact Butler County. To develop the HIRA, Butler County used surveys provided to first responders, county and jurisdictional administrators, and community partners to identify what hazards they felt were the most concerning. Every jurisdiction in Butler County participated in the development of the HIRA. A full list of participants is located in the plan, beginning on page 24.

Hazard Mitigation Plan Update Summary

	The surveys provided resulted the following HIRA for Butler County: 1. Natural Hazards 1. Severe Thunderstorms 2. Extreme Temperatures 3. Severe Winter Storms 4. Drought 5. Earthquakes 6. Tornadoes 7. Dam/Levee Failures 8. Flooding 9. Health-related Emergencies* 2. Man-made Hazards 1. Hazardous Materials Incidents* *denotes hazard is a new addition to the Butler County HIRA
Contact Information	For more information regarding the Butler County Hazard Mitigation Plan Update, please contact Butler County EMA Director Jim Bolen. • Jim Bolen ○ Email – BolenJA@ButlerCountyOhio.org ○ Phone – (513) 795-2999

RESOLUTION NO. _____

RESOLUTION TO ADOPT THE BUTLER COUNTY 2023 HAZARD MITIGATION PLAN.

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

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

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

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

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

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

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

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

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

Section 3. This Resolution shall take effect at the earliest period allowed by law.

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

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

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



City Council Resolution
Regular Meeting - October 23, 2023

Submitted by: Chris Hacker,
 Submitting Department: Finance

Subject:

Resolution Accepting the Amounts and Rates as Determined by the Butler County Budget Commission

Legislation Title:

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

Recommendation:

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

Background/Synopsis:

It is necessary for City Council to pass a resolution accepting the amounts and rates as determined by the Butler County Budget Commission.

It is recommended that City Council authorize and direct the preparation of a resolution, with rules suspension, accepting the amounts and rates as determined by the Butler County Auditor.

Financial Impact:

The Butler County Budget Commission has estimated the tax collections that the City will receive for tax year 2023 collected during budget year 2024. These are estimates as the total assessed valuation will not be available until later this year. The General Fund currently has 1.29 mills which is estimated to generate \$1,583,000 for 2024 compared to \$1,540,000 for 2023. The Fire/EMS Levy fund currently has 9.25 mills which is estimated to generate \$11,240,000 for 2023 compared to \$11,150,000 for 2022. The resolution would authorize the necessary tax levies to be collected for tax year 2023 collected during budget year 2024 to the Butler County Auditor.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Amounts and Rates 2024-Fairfield City

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the City of **FAIRFIELD**, Butler County, Ohio, met in _____
(regular or special)

session on the _____ day of _____, 20_____, at the office of _____

_____ with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax
Budget for the next succeeding fiscal year commencing January 1, 2024; and

WHEREAS, the Budget Commission of Butler County, Ohio has certified its action thereon to the City
Council together with an estimate by the County Auditor of the rate of each tax necessary to be
levied by this Council, and what part thereof is without, and what part within the ten mill tax
limitation; therefore be it

RESOLVED, By the Council of the **CITY OF FAIRFIELD**, Butler County, Ohio, that the amounts
and rates, as determined by the Budget Commission in its certification, be and the same are hereby
accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of
each tax necessary to be levied within and without the ten mill limitation as follows:

=====

SCHEDULE A

=====

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

=====

FUND	AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
GENERAL FUND	1,215,000.00		0.99	
POLICE PENSION	368,000.00		0.30	
PARK FUND				
RECREATION FUND				
PARAMEDICS				
FIRE/EMS		11,240,000.00		9.25
TOTAL	1,583,000.00	11,240,000.00	1.29	9.25

=====

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A)	MAXIMUM RATE AUTHORIZED TO BE LEVIED
GENERAL FUND:		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	0.00	0.00
SPECIAL LEVY FUNDS:		
Levy authorized 03/19,1996 Terminated by Resolution 09-00 not to exceed 5 years. 91-N, 96-R (EMS 96/2000)		0.00
Levy authorized by voters on 03/07 ,2000 not to exceed IND years. 83-N (FIRE) 2000 REI	5,650,000.00	4.65
Levy authorized by voters on ,2016 not to exceed years. (FIRE) CONT	3,040,000.00	2.50
Levy authorized by voters on ,2022 not to exceed years. (FIRE) CONT	2,550,000.00	2.10
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		

and be it further

RESOLVED, That the Clerk of this Council be, and he/she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

_____, _____
_____, _____
_____, _____
_____, _____
_____, _____
_____, _____
_____, _____

Adopted the _____ day of _____, 20____.

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Butler County, ss.

I, _____, Clerk of the Council of the City of _____, within
and for said County, and in whose custody the Files and Records of said Council are required by the
Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from
the original _____

now on file, that the foregoing has been compared by me with said original document, and that the
same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

CLERK OF COUNCIL

NOTE: A copy of this Resolution must be certified to the County Auditor before the first day of
October in each year, or at such later date as may be approved by the Board of Tax Appeals.

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.
(CITY COUNCIL)

ADOPTED _____, 20____

FILED _____ 20, _____

CLERK OF COUNCIL

COUNTY AUDITOR

DEPUTY AUDITOR



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Chris Hacker,
 Submitting Department: Finance

Subject:

Amendments to the Codified Ordinance Section 181 – Income Tax

Legislation Title:

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

Recommendation:

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

Background/Synopsis:

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

Legislation passed and incorporated into the income tax ordinance includes:

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

Financial Impact:

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

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

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

ORDINANCE NO. _____

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

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

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

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

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

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

See attached Exhibit “A” which is incorporated herein by reference.

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

Section 3. This Ordinance shall take effect at the earliest period allowed by law.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Chapter 181 Income Tax-Ord

Attachment: Chapter 181 Income Tax-Ord (3701 : Amendments to the Codified Ordinance Section 181 – Income Tax)

EXHIBIT "A"**181.062 NET PROFIT; INCOME SUBJECT TO NET PROFIT TAX; ALTERNATIVE APPORTIONMENT.**

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

- (A) Except as otherwise provided in division **S (B) AND (J)** of this section, net profit from a business or profession conducted both within and without the boundaries of the Municipality shall be considered as having a taxable situs in the Municipality for purposes of municipal income taxation in the same proportion as the average ratio of the following:
 - (1) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in the Municipality during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.
As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;
 - (2) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in the Municipality to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 181.052 of this Chapter;
 - (3) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in the Municipality to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.
- (B) (1) If the apportionment factors described in division (A) of this section do not fairly represent the extent of a taxpayer's business activity in the Municipality, the taxpayer may request, or the Tax Administrator of the Municipality may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:
 - (a) Separate accounting;
 - (b) The exclusion of one or more of the factors;
 - (c) The inclusion of one or more additional factors that would provide for a fairer apportionment of the income of the taxpayer to the Municipality;
 - (d) A modification of one or more of the factors.
- (2) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by division (A) of Section 181.19 of this Chapter.

- (3) A Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (B)(1) of this section only by issuing an assessment to the taxpayer within the period prescribed by division (A) of Section 181.19 of this Chapter.
- (4) Nothing in division (B) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by a Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.
- (C) As used in division (A)(2) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:
 - (1) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:
 - (a) The employer;
 - (b) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;
 - (c) A vendor, customer, client, or patient of a person described in division (C)(1)(b) of this section, or a related member of such a vendor, customer, client, or patient.
 - (2) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;
 - (3) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (C)(1) or (2) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If a Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.
- (D) For tax years beginning on and after January 1, 2018, for the purposes of division (A)(3) of this section, **AND EXCEPT AS PROVIDED IN DIVISION (J) OF THIS SECTION**, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:
 - (1) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation only if, regardless of where title passes, the property meets either of the following criteria:
 - (a) The property is shipped to or delivered within the municipal corporation from a stock of goods located within the municipal corporation.
 - (b) The property is delivered within the municipal corporation from a location outside the municipal corporation, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within such municipal corporation and the sales result from such solicitation or promotion.
 - (2) Gross receipts from the sale of services shall be situated to the municipal corporation to the extent that such services are performed in the municipal corporation.

- (3) To the extent included in income, gross receipts from the sale of real property located in the municipal corporation shall be situated to the municipal corporation.
 - (4) To the extent included in income, gross receipts from rents and royalties from real property located in the municipal corporation shall be situated to the municipal corporation.
 - (5) Gross receipts from rents and royalties from tangible personal property shall be situated to the municipal corporation based upon the extent to which the tangible personal property is used in the municipal corporation.
- (E) For tax years beginning prior to January 1, 2018, for the purposes of division (A)(3) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:
- (1) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in a municipal corporation if, regardless of where title passes, the property meets any of the following criteria:
 - (a) The property is shipped to or delivered within the municipal corporation from a stock of goods located within the municipal corporation.
 - (b) The property is delivered within the municipal corporation from a location outside the municipal corporation, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within such municipal corporation and the sales result from such solicitation or promotion.
 - (c) The property is shipped from a place within the municipal corporation to purchasers outside the municipal corporation, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.
 - (2) Gross receipts from the sale of services shall be situated to the municipal corporation to the extent that such services are performed in the municipal corporation.
 - (3) To the extent included in income, gross receipts from the sale of real property located in the municipal corporation shall be situated to the municipal corporation.
 - (4) To the extent included in income, gross receipts from rents and royalties from real property located in the municipal corporation shall be situated to the municipal corporation.
 - (5) Gross receipts from rents and royalties from tangible personal property shall be situated to the municipal corporation based upon the extent to which the tangible personal property is used in the municipal corporation.
- (F) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual or by a disregarded entity owned by the individual shall be subject to tax only by the municipal corporation in which the property generating the net profit is located and the municipal corporation in which the individual taxpayer that receives the net profit resides.
- A municipal corporation shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit situated under this division to the municipal corporation in which the property is located.
- (G) (1) Except as provided in division (G)(2) of this section, commissions received by a

real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to a municipal corporation based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the municipal corporation to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

- (2) An individual who is a resident of a municipal corporation that imposes a municipal income tax shall report the individual's net profit from all real estate activity on the individual's annual tax return for that municipal corporation. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such credit is allowed under Section 181.081 of this Chapter.
- (H) If, in computing a taxpayer's adjusted federal taxable income, the taxpayer deducted any amount with respect to a stock option granted to an employee, and if the employee is not required to include in the employee's income any such amount or a portion thereof because it is exempted from taxation under divisions (18)(L) and (49)(A)(iv) of Section 181.03 of this Chapter, by a municipal corporation to which the taxpayer has apportioned a portion of its net profit, the taxpayer shall add the amount that is exempt from taxation to the taxpayer's net profit that was apportioned to that municipal corporation. In no case shall a taxpayer be required to add to its net profit that was apportioned to that municipal corporation any amount other than the amount upon which the employee would be required to pay tax were the amount related to the stock option not exempted from taxation.
This division applies solely for the purpose of making an adjustment to the amount of a taxpayer's net profit that was apportioned to a municipal corporation under this section.
- (I) When calculating the ratios described in division (A) of this section for the purposes of that division or division (B) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.
- (J) (1) **AS USED IN THIS DIVISION:**
 - (a) **"QUALIFYING REMOTE EMPLOYEE OR OWNER" MEANS AN INDIVIDUAL WHO IS AN EMPLOYEE OF A TAXPAYER OR WHO IS A PARTNER OR MEMBER HOLDING AN OWNERSHIP INTEREST IN A TAXPAYER THAT IS TREATED AS A PARTNERSHIP FOR FEDERAL INCOME TAX PURPOSES, PROVIDED THAT THE INDIVIDUAL MEETS BOTH OF THE FOLLOWING CRITERIA:**
 - (i) **THE TAXPAYER HAS ASSIGNED THE INDIVIDUAL TO A QUALIFYING REPORTING LOCATION.**
 - (ii) **THE INDIVIDUAL IS PERMITTED OR REQUIRED TO PERFORM SERVICES FOR THE TAXPAYER AT A QUALIFYING REMOTE WORK LOCATION.**
 - (b) **"QUALIFYING REMOTE WORK LOCATION" MEANS A PERMANENT OR TEMPORARY LOCATION AT WHICH AN EMPLOYEE OR OWNER CHOOSES OR IS REQUIRED TO PERFORM SERVICES FOR THE TAXPAYER, OTHER THAN A REPORTING LOCATION OF THE TAXPAYER OR ANY OTHER LOCATION OWNED OR CONTROLLED BY A CUSTOMER OR CLIENT OF THE TAXPAYER. "QUALIFYING REMOTE WORK LOCATION" MAY INCLUDE THE RESIDENCE OF AN EMPLOYEE OR OWNER AND MAY BE**

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

- (c) "REPORTING LOCATION" MEANS EITHER OF THE FOLLOWING:
 - (i) A PERMANENT OR TEMPORARY PLACE OF DOING BUSINESS, SUCH AS AN OFFICE, WAREHOUSE, STOREFRONT, CONSTRUCTION SITE, OR SIMILAR LOCATION, THAT IS OWNED OR CONTROLLED DIRECTLY OR INDIRECTLY BY THE TAXPAYER;
 - (ii) ANY LOCATION IN THIS STATE OWNED OR CONTROLLED BY A CUSTOMER OR CLIENT OF THE TAXPAYER, PROVIDED THAT THE TAXPAYER IS REQUIRED TO WITHHOLD TAXES UNDER SECTION D OF THIS CHAPTER, ON QUALIFYING WAGES PAID TO AN EMPLOYEE FOR THE PERFORMANCE OF PERSONAL SERVICES AT THAT LOCATION.
- (d) "QUALIFYING REPORTING LOCATION" MEANS ONE OF THE FOLLOWING:
 - (i) THE REPORTING LOCATION IN THIS STATE AT WHICH AN EMPLOYEE OR OWNER PERFORMS SERVICES FOR THE TAXPAYER ON A REGULAR OR PERIODIC BASIS DURING THE TAXABLE YEAR;
 - (ii) IF NO REPORTING LOCATION EXISTS IN THIS STATE FOR AN EMPLOYEE OR OWNER UNDER DIVISION (J)(1)(d)(i) OF THIS SECTION, THE REPORTING LOCATION IN THIS STATE AT WHICH THE EMPLOYEE'S OR OWNER'S SUPERVISOR REGULARLY OR PERIODICALLY REPORTS DURING THE TAXABLE YEAR;
 - (iii) IF NO REPORTING LOCATION EXISTS IN THIS STATE FOR AN EMPLOYEE OR OWNER UNDER DIVISION (J)(1)(d)(i) OR (ii) OF THIS SECTION, THE LOCATION THAT THE TAXPAYER OTHERWISE ASSIGNS AS THE EMPLOYEE'S OR OWNER'S QUALIFYING REPORTING LOCATION, PROVIDED THE ASSIGNMENT IS MADE IN GOOD FAITH AND IS RECORDED AND MAINTAINED IN THE TAXPAYER'S BUSINESS RECORDS. A TAXPAYER MAY CHANGE THE QUALIFYING REPORTING LOCATION DESIGNATED FOR AN EMPLOYEE OR OWNER UNDER THIS DIVISION AT ANY TIME.

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

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

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

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

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

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

- (3) FOR THE PURPOSE OF CALCULATING THE RATIOS DESCRIBED IN DIVISION (A) OF THIS SECTION, ALL OF THE FOLLOWING APPLY TO A TAXPAYER THAT HAS MADE THE ELECTION DESCRIBED IN DIVISION (J)(2):
 - (a) FOR THE PURPOSE OF DIVISION (A)(1) OF THIS SECTION, THE AVERAGE ORIGINAL COST OF ANY TANGIBLE PERSONAL PROPERTY USED BY A QUALIFYING REMOTE EMPLOYEE OR OWNER AT THAT INDIVIDUAL'S QUALIFYING REMOTE WORK LOCATION SHALL BE SITUED TO THAT INDIVIDUAL'S QUALIFYING REPORTING LOCATION.
 - (b) FOR THE PURPOSE OF DIVISION (A)(2) OF THIS SECTION, ANY WAGES, SALARIES, AND OTHER COMPENSATION PAID DURING THE TAXABLE PERIOD TO A QUALIFYING REMOTE EMPLOYEE OR OWNER FOR SERVICES PERFORMED AT THAT INDIVIDUAL'S QUALIFYING REMOTE WORK LOCATION SHALL BE SITUED TO THAT INDIVIDUAL'S QUALIFYING REPORTING LOCATION.
 - (c) FOR THE PURPOSE OF DIVISION (A)(3) OF THIS SECTION, AND NOTWITHSTANDING DIVISION (D) OF THIS SECTION, ANY GROSS RECEIPTS OF THE BUSINESS OR PROFESSION FROM SERVICES PERFORMED DURING THE TAXABLE PERIOD BY A QUALIFYING REMOTE EMPLOYEE OR OWNER FOR SERVICES PERFORMED AT THAT INDIVIDUAL'S QUALIFYING REMOTE WORK LOCATION SHALL BE SITUED TO THAT INDIVIDUAL'S QUALIFYING REPORTING LOCATION.
- (4) NOTHING IN THIS DIVISION PREVENTS A TAXPAYER FROM REQUESTING, OR A TAX ADMINISTRATOR FROM REQUIRING, THAT THE TAXPAYER USE, WITH RESPECT TO ALL OR A PORTION OF THE INCOME OF THE TAXPAYER, AN ALTERNATIVE APPORTIONMENT METHOD AS DESCRIBED IN DIVISION (B) OF THIS SECTION. HOWEVER, A TAX ADMINISTRATOR SHALL NOT REQUIRE AN ALTERNATIVE APPORTIONMENT METHOD IN SUCH A MANNER THAT IT WOULD REQUIRE A TAXPAYER TO FILE A NET PROFIT RETURN WITH A MUNICIPAL CORPORATION SOLELY BECAUSE A QUALIFYING REMOTE EMPLOYEE'S OR

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

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

181.094 EXTENSION OF TIME TO FILE

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

[No further changes until paragraph (F).]

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

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

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

181.10 PENALTY, INTEREST, FEES, AND CHARGES.

[No changes until paragraph (C).]

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

- (1) Interest shall be imposed at the rate defined as "interest rate as described in division (A) of this section", per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.
- (2) With respect to unpaid income tax and unpaid estimated income tax, a penalty equal to fifteen percent of the amount not timely paid shall be imposed.
- (3) With respect to any unpaid withholding tax, a penalty equal to fifty percent of the amount not timely paid shall be imposed for penalties imposed prior to September 29, 2017 and a penalty not exceeding fifty percent of the amount not timely paid shall be imposed for penalties imposed thereafter.
- (4) **(a) FOR TAX YEARS ENDING ON OR BEFORE DECEMBER 31, 2022, With**

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

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

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

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

[No further changes to this section.]



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.”

Recommendation:

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

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

\$125,000 for Building Division Scanning Project;
 \$131,225 for Dispatch Center Upgrades.

Financial Impact: \$256,225.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 10-23-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 155-22 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023."

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

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

From:	Unappropriated Capital Improvement Fund	\$256,215
To:	40216023-233900 Other Professional Services (Building Division file scanning project 3DV03)	\$125,000
To:	40216025-252000 Improvements other than Building	\$131,215

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Contractual 10-23-Ord

Attachment: Contractual 10-23-Ord (3713 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.”

Recommendation:

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

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

\$9,600 for Kay Drive motors (Water Division);
 \$3,400 for Muskopf BPS roof (Water Division);
 \$68,000 for 2023 Storm Sewer Lining on Northpointe Drive;
 \$20,000 for root control maintenance program;
 \$10,025 for clarifier concrete repairs (Water Division);
 \$9,800 for RAS flow meter (Wastewater Division);
 \$47,000 for electrical evaluation of municipal facilities.

Financial Impact: \$167,825.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.102323
2. NonContractual 10-23-Ord



City Council Information Item
Regular Meeting - October 23, 2023

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division Kay Drive Motors

Legislation Title:

Water Division Kay Drive Motors

Background/Synopsis:

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks.

The requested appropriation is for the purchase of replacement two (2) motors at the City's Kay Drive Booster Pump Station. The existing low efficiency motors will be replaced with inverter duty high efficiency motors, manufactured by US Motor, in order to optimize the operation of the Pump Station. A cost estimate for the motors is attached for review.

Public Utilities Department staff will replace the motors in-house.

Financial Impact:

An appropriation in the amount of \$9,600.00 is being requested for the purchase of replacement motors for the City's Kay Drive BPS.

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

Attachments:

1. Kay Drive Motors



Professional Motor Service
 530 N 3rd St
 Hamilton, OH 45011
 +1 5138634474
 motors@promotorservice.com

Quote

ADDRESS

Fairfield Wastewater
 4799 Groh Lane
 Fairfield, OH 45014

SHIP TO

Fairfield Wastewater
 4799 Groh Lane
 Fairfield, OH 45014

QUOTE #	DATE	
5470	10/02/2023	

ACTIVITY	QTY	RATE	AMOUNT
Motor:US 100 HP, 1800 RPM, 404TS Frame, 230/460V, 3 Ph, ODP *No stock until est. Dec 4th **Freight included in price	2	4,781.00	9,562.00
Motor:North American 100 HP, 1800 RPM, 404TS Frame, 230/460V, 3 Ph, ODP *4 in stock Hernando, MS **Freight included in price	2	4,544.00	9,088.00

We look forward to hearing from you!

TOTAL

\$18,650.00

Accepted By

Accepted Date

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)



**City Council Information Item
Regular Meeting - October 23, 2023**

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Muskopf BPS Roof

Legislation Title:

Water Division Muskopf BPS Roof

Background/Synopsis:

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks.

The requested appropriation is to have the roof at the City's Muskopf BPS re-shingled. The existing roof has exceeded its life expectancy and is in need of replacement.

A cost estimate to re-shingle the roof is attached for review.

Financial Impact:

An appropriation in the amount of \$3,400.00 is being requested re-shingle the roof at the City's Muskopf BPS.

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

Attachments:

1. Muskopf Roof

James Price

Roofing
520 Sharon Lane
Hamilton, OH 45013

513-256-7150

Estimate

Date

10/5/23

Customer: Jason Hunold

5021 Groh Ln Fairfield Ohio 45014

Muskopf Booster Station
Fairfield Ohio 45014

Description of work

Cost of material and labor to;

1. Install a 25year Architectural shingle over the existing roof.
2. Seal around all pipes and brackets on back of roof.
3. Warranty all workmanship for 5 years.
4. Install 2 roof vents.

Note ; Roof will be cleared of all vines and debris before roofing is installed.

Thank You

James Price

James Price Roofing

\$3400.00

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - October 23, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

2023 Storm Sewer Lining on Northpointe Drive

Legislation Title:

2023 Storm Sewer Lining on Northpointe Drive

Recommendation:

It is recommended that funding be appropriated in the amount of \$68,000.00 from the Capital Improvement Fund for the various lining of storm sewers to Spartan Construction Inc. for the 2023 lining of storm sewers. This project is being recommended without competitive bidding in order for the City to evaluate this alternative process for future bidding.

Background/Synopsis:

There is a storm sewer lining project in the Capital Improvements Program for 2023-2027 as 3PW53 Storm Sewer Lining (Various) for \$150,000 that we will open bids for in early December. This project will use funds available in 3PW03 Drainage Improvements (Contracted) in order to line approximately 500' of various diameter storm sewers on Northpointe Drive using a Thermoform PVC liner. In the past we have specified only cured-in-place lining. We are recommending we do a test project with the thermoform liner before including it in our annual program. We believe it would be helpful to increase competition for this project as we only had two bidders last year.

The polymer-based liners are expected to extend the useful life of the existing pipe for thirty to fifty years.

The ability to schedule and bid storm sewer lining as opposed to an emergency repair have the potential of saving the City of Fairfield considerable amounts in construction cost. The ability to identify pipe failures before they occur is even more important as a public safety measure.

Financial Impact:

\$68,000.00 (\$64,632.00 with a contingency of \$3,368.00) from the Capital Improvement Fund.

Emergency Provision Explanation:

In order to start this process as soon as the contractor is available, a suspension of rules and emergency provision is being requested.

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2023 Lining
2. Quote City of Fairfield North Point FAF Lining Revised 10-04-2023

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

1 inch = 60 feet





Construction Inc.
Certified D.B.E.

To: Ben Mann, Public Works Director

RE: City of Fairfield

Storm Sewer Lining

North Point Drive

Letting Date: October 2, 2023

Please consider the following quotation concerning the above referenced project.

Item	CB/MH # 13***	Description	Quantity	Unit	Unit Price Dollars	Total Amount Price
1	276-053	18" PVC Thermo form Liner	250	LF	\$ 99.00	\$ 24,750.00
2	276-053	12" PVC Thermoform Liner	12	LF	\$ 310.00	\$ 3,720.00
3	277-053	12" PVC Thermoform Liner	13	LF	\$ 310.00	\$ 4,030.00
4	053-278	21" PVC Thermoform Liner	204	LF	\$ 118.00	\$ 24,072.00
8	274-054	12" PVC Thermoform Liner	13	LF	\$ 310.00	\$ 4,030.00
9	275-054	12" PVC Thermoform Liner	13	LF	\$ 310.00	\$ 4,030.00
			505.00	Grand Total		\$ 64,632.00

Conditions:

- 1 No QA/QC, Erosion Control, Staking, Seeding/Sodding, Permits and/or Inspection Fees..
- 2 Prices Include Cleaning and Lining with Thermoform PVC Liner on the locations listed above.
- 3 Price includes 1 mobilizations for above items. \$4000. each additional mobs.
- 4 For any questions contact Doug Brossart at 859-393-4356

Doug Brossart

We are an Equal Opportunity Employer

Safe **P**eople **A**cting **R**esponsibly **T**owards **A**nother's **N**eeds

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - October 23, 2023

Submitted by: Matt Young,
 Submitting Department: Public Utilities

Subject:

Root Control Maintenance Program

Legislation Title:

Root Control Maintenance Program

Background/Synopsis:

The Public Utilities Department identifies various sanitary sewer mains in need of root intrusion maintenance efforts as part of an ongoing annual maintenance program. Funding is set aside for the purchase of root-control chemicals to be used via an in-house application program.

Tree root intrusion into sewer lines is a very common problem. Tree roots naturally seek out the best source of moisture and are attracted to the abundant supply of nutrients found in sewer lines. Roots enter through joints or gaps in between pipes. As the roots draw moisture from the sewer line, these roots not only multiply but expand which over time leads to structural decay of the pipe and eventual collapse.

The Wastewater Division is proposing to purchase the root-control materials from RootX. RootX is the sole source supplier for RootX and GreaseX products. A quotation and sole source statement have been attached for review.

Financial Impact:

An appropriation in the amount of \$20,000.00 is being requested for the purchase of chemicals to remove roots from the public sewer mains within the City of Fairfield.

2023 funding for this project is included in the approved 2023-2027 Capital Improvement Program under project number 3WW02, Root Control Maintenance Program. The funding source is the Sewer Surplus fund.

Attachments:

1. Root X 2023
2. Root X - Sole Source 1



Quotation

Monday, October 16, 2023

Attn: Jason Turner
City of Fairfield, OH
4799 Groh Lane
Fairfield, OH 45014
Fax: (513)858-7762

Re: Request for Quotation, Sole Source Letter

As the patent owner and manufacturer, RootX Root Control Corporation is the sole source for the RootX & Grease-X products.

We welcome the opportunity to provide you with a quote for the following products:

Quantity	Item Description	Unit Price	Extended
5	4lb Jar Case	\$492.00	\$2,460.00
14	40lb Box (2-20lb Bags)	\$457.00	\$6,398.00
72	Grease-X Emulsifier	\$134.00	\$9,648.00
Shipping:			\$1,250.00
* Total			\$19,756.00

* Shipping quotes are valid for 14 days from date of issue. Product pricing valid for 30 days from date of issue.

If you have further questions, or if you would like to place an order, please feel free to call **(800)844-4974**.

Thank you for your interest in the **RootX** family of products.

Sincerely,

Drew Raffensperger
Pipeline Consultant

RootX
PO Box 7626 Salem, OR 97303
Voice: (800) 844-4974 Fax: (503)485-5229
www.rootx.com

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)



The Root Intrusion Solution

June 4, 2021

Jason Turner
City of Fairfield, OH
4799 Groh Lane
Fairfield, OH 45014

Re: RootX Sole Source Letter

Jason,

This letter is to inform you that RootX Root Control Corp is the patent owner, manufacturer and sole source for the RootX Root Control municipal line of products. RootX Root Control Corp sells directly to municipalities to be able to work first-hand with the municipality and get them set up to implement a successful in-house root control program. When a municipality has and questions or needs in regards to RootX they are able to contact us (the manufacturer) and get direct support.

RootX is unique in the fact that it is the only product that is EPA Accepted for both sewer and storm lines and it is conveniently packaged for variety of application methods. There is no costly retro-fitting of your jetter truck and it can be applied using your existing jetting equipment or directly from the package itself. For detailed information see Directions for Use and EPA Accepted label.

If you have any further questions, feel free to contact me at (800)844-4974 or you can email me at samw@rootx.com.

Thank you for your consideration.

Regards,

Sam Watson
Municipal Consultant
(800)844-4974
bobg@rootx.com
www.rootx.com



City Council Information Item
Regular Meeting - October 23, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Clarifier Concrete Repairs

Legislation Title:

Water Division Clarifier Concrete Repairs

Background/Synopsis:

The walls and walkways of the Solids Contact Clarifiers at the Water Treatment Plant are showing stress from age and the elements. The Water Division has obtained a price quote from T. Luckey Sons, Inc. for concrete repairs of these tanks. T. Luckey Sons Inc. is a company specializing in support restoration and they have completed similar repairs with good results at the Water Treatment Plant. They are to supply all labor, equipment and materials required to make the repairs. A service proposal by T. Luckey Sons Inc. is attached for review.

Financial Impact:

An appropriation in the amount of \$10,025.00 is being requested for the Water Treatment Plant Concrete Repairs.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WT06, Water Plant Concrete/Masonry Repair. The funding source is the Water Replacement & Improvement Fund, 604.

Attachments:

1. City of Fairfield Spall Repairs

T. Luckey Sons, Inc.

Support Restoration Technologies

10251 Suspension Bridge Road

Harrison, Ohio 45030

An EEO/Drug Free Employer

Proposal: Scope, Exclusions, and Agreement Letter

To: City of Fairfield Ohio Public Utilities

5021 Groh Lane

Fairfield Ohio

513.858.8348

Attn: Mr. Jason Hunold

Regarding: Repairing Leaking Expansion Joints on Elevated Walkway:

DATE: October 11, 2023

FROM: Mr. Randall L. Brooks

Total number of pages: 2.

A. Terms:

T. Luckey Sons, Inc. is hereinafter considered the Contractor and is also referred to as T.L.S.

Scope of Work:

Supply all labor, equipment and materials required for repairing various areas of spalled delaminated concrete along the top walkways of the treatment tanks.

Proposal Repair Details:

1. Remove existing spalled & delaminated concrete with lightweight handheld electric chipping hammers.
2. Apply epoxy bonder.
3. Replace with SIKA TOP 123 Plus patching material or approved equal:
4. Cure as per manufacturer recommendations

Pricing:

All pricing will be based on Time & Materials as described below for review and consideration.

Labor & Equipment: 2 days @ \$3,950.00ea. = \$7,900.00

SIKA TOP 123 Plus or equal: 25 bags @ \$2,125.00

Totals: \$10,025.00

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

B. Exclusions to Scope:

1. The project Owner shall provide an adequate and convenient supply of potable water for our grout mixing operations.
2. The project Owner shall provide reasonable access to the work. This provided access area shall be utilized for storage and use of our grout materials and equipment.
3. The proposed bid price does not include premiums for payment of performance bonds or special insurance. If a performance bond is required, then please add 2.0 percent to the bid price. Special Insurance shall be negotiated separately.
4. Any required independent engineering, inspection, or testing services, and / or pre-construction and post-construction surveys are excluded from this proposal.
5. The Project Owner shall provide all government required permits, government required fees, and/or any permission of adjacent property owners that **may be required** for the performance our work, except for those required for the transportation of our equipment and any state or local contractor's licensees.
6. This proposal is valid for only 30 days beginning from the date of this proposal.
7. Contractor shall only patch the drilled holes with Concrete materials. The Contractor shall not replace nor restore any floor coverings affected by the grouting operations.
8. TLS expressly takes **no** design and or engineering responsibility of our performed work.

C. Compensation and Dispute Resolution:

1. The project Owner shall pay T. Luckey Sons, Inc. within 60 days of the date of T.L.S. invoice.
2. Both Parties, the project Owner and T. Luckey Sons, Inc. agree to the following three provisions:
 - a) Both Parties agree to arbitrate all disputes.
 - b) In the event of a successful collection action by T. Luckey Sons Inc. against the project Owner, the project Owner agrees to pay T. Luckey Sons, Inc. interest on the owed principal at the prime rate plus 1.5 percent.
 - c) In the event of a successful collection action by T. Luckey Sons Inc. against the project Owner, the project Owner agrees to provide recovery for T. Luckey Sons', Inc. attorney fees.

D. Signatures Indicating Agreement to this Proposal:

<u>Project Owner</u>	<u>Contractor</u>
:	T. Luckey Sons, Inc.
By:	By: Mr. Randall L. Brooks
Title: _____	Title: Division Manager;
Signature: _____	Signature: _____
Date: _____	Date: _____

reslump1.doc

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - October 23, 2023

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Wastewater Division RAS Flow Meter

Legislation Title:

Wastewater Division RAS Flow Meter

Background/Synopsis:

The Activated Sludge process is a biological wastewater treatment process where heterotrophic microorganisms, consisting of bacteria and protozoans, use air (oxygen) to remove soluble organic matter (carbon) still present in Primary Effluent. When provided the proper amount of time in an aerobic environment, the heterotrophic microorganisms, also known as biomass, feed on organic matter, grow, flocculate, and eventually settle producing a pristine Final Effluent. Biomass is continuously recirculated through the process, known as Return Activated Sludge (RAS). RAS is distributed to the start of the process, with use of RAS pumps, where it is first introduced to Primary Effluent. The combination of Primary Effluent and RAS is known as mixed liquor. During the process, the biomass grows and a portion of the biomass, known as Waste Activated Sludge (WAS), must be removed from the process in order to keep the Food to Microorganism ratio balanced.

The requested appropriation is for the purchase of a new RAS flow meter which is utilized to monitor the flow of RAS during the treatment process. The existing flow meter is obsolete and in need of replacement. Wastewater Division Staff will replace the meter in-house. A cost estimate for a new flow meter is attached for review.

Financial Impact:

An appropriation in the amount of \$9,800.00 is being requested for the purchase of a new RAS flow meter.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project 3WW10, Monitoring Equipment. Additional funding, as needed, will be redirected from 3WW12, Sanitary Sewer Flow Modeling. The funding sources are the Sewer Surplus Fund, 624.

Attachments:

1. 2061047249 (1) revised quote 10-5-23 for 8 inch mag toRH

Quotation



George E. Booth Co., Inc.

Endress+Hauser



People for Process Automation

Randy Hassler
CITY OF FAIRFIELD
CITY FAIRFIELD STREET DIVISION
4935 GROH LN
FAIRFIELD OH 45014

Number 2061047249

Dated 10/05/23

Valid to 10/31/23

Customer No. 46125078

External Sales George E. Booth Co., LLC
- BDR OH Sarah Bales

Telephone 317-247-2067

sarah.bales@gebooth.com

Inside Sales George E. Booth
Company, Inc - Patrice Hanser

Telephone 219-895-1085

phanser@gebooth.com

Your Reference 8 inch mag meter

Dated 10/05/23

Issue PO to:

Endress+Hauser c/o George E. Booth Co., LLC

2350 Endress Place

Greenwood, IN 46143

With My Endress+Hauser, view and order this quote! Easy, fast,
convenient!

Order and track
online

Summary [Please review order code and options](#)

Item	Qty	Product	Delivery time	Net value (USD)
80	1 PC	Promag W 400, 5W4C2H, DN200 8"		6,508.89
		5W4C2H-29QX8/125	31 wrk.day(s)	
		(5W4C2H-C6ELNP2DHA1KGA +CBDADHEBI7PC)		Unit price 6,508.89

Your item number: 910007

Endress+Hauser Inc.
Toll Free - 888-ENDRESS
FAX - 317-535-8498
www.us.endress.com

Regional Centers:
East - Chalfont, PA 18914
Gulfcoast - Pearland, TX 77047
Midwest - Greenwood, IN 46143
West - Pearland, TX 77047

Remit To:
ENDRESS+HAUSER -DEPT 78795
P.O. Box 78000
DETROIT, MI 48278-0795

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

Quotation 2061047249

Endress+Hauser 

People for Process Automation

Version

Item	Qty	Product	Delivery time	Net value (USD)
90	2 PC	Promag, grounding disc/protection disc DK5GD-1810/0 (DK5GD-2HAHL)	7 wrk.day(s)	741.58
Your item number: 910008				Unit price 370.79
100	1 PC	Promag L/W/P/S,E, grounding cable kit DK5GC-10R4/0 (DK5GC-2HL)	7 wrk.day(s)	53.85
Your item number: 910009				Unit price 53.85
110	1 PC	Time-based Commissioning Service XD21BL-AAA44J	to be agreed	1,550.00
Your item number: 910010				Unit price 1,550.00
Total prices				8,854.32
Logistic Service				206.43
Net value				9,060.75
Sales Tax Total				0.00
Total including tax (USD)				9,060.75

Ship-To

CITY OF FAIRFIELD
CITY FAIRFIELD STREET DIVISION
4935 GROH LN
FAIRFIELD OH 45014

Payment term

Net 30 Days

Delivery conditions

DAP Delivered at place CUSTOMER SITE - Incoterms® 2020

Warranty

Details are listed in the items further below.

Delivery time

The mentioned delivery times are calculated in working days and are based on partial, standard delivery service.
If you wish complete delivery, please contact your sales representative.

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

Quotation 2061047249

Endress+Hauser 

People for Process Automation

Version

Details	Dated 10/05/23
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Item	Qty	Product	Net value (USD)
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80	1 PC	Promag W 400, 5W4C2H, DN200 8"	6,508.89
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5W4C2H-29QX8/125

(5W4C2H-C6ELNP2DHA1KGA
+CBDADHEBI7PC)

EDI-Orderref.:	2061047249-0080	Unit price	6,508.89
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Your item number: 910007

Electromagnetic flowmeter

Inline version.

Application: Ideal for water measurement

e.g. drinking water, utility water

and industrial/municipal wastewater.

International drinking water approvals.

Installation length: DVGW/ISO conform.

Corrosion-resistant transmitter version.

Same housing for compact/remote version.

:: Versatile standard flowmeter

for the water and wastewater industry

:: Constant accuracy with 0 x DN inlet

run and no pressure loss (optional).

Warranty	12 months after delivery
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Delivery time	31 wrk.day(s)
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Order code description

C6 Approval: CSA C/US NI Cl.I Div.2 Gr. ABCD

E Design: Fixed flange

L Power Supply: 100-240VAC/24VAC/DC

N Output; Input: EtherNet/IP

P Housing: Remote, alu, coated

2 Cable, Remote Version: 10m/30ft coil and signal
cable

D Electrical Connection: Thread NPT1/2

H Liner: Hard rubber

A1K Process Connection: Cl.150, carbon steel, flange
ASME B16.5

G Electrodes: 1.4435/316L, bullet nose

A Calibration Flow: 0.5%

CB >>Sensor Option: IP68, Type 6P, factory potted,
corrosion protection EN ISO 12944 C5-M/Im1

DA >>Customized Parameterization: Output 1

DH >>Customized Parameterization: Display; Totalizer

EB >>Application Package: Heartbeat Verification +

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

Quotation 2061047249

Endress+Hauser 

People for Process Automation

Version

Item	Qty	Product	Net value (USD)
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Monitoring

I7 >>Service: Product documentation on paper

PC >>Accessory Enclosed: Pipe mounting kit

Details

Volume flow unit		USgal/min
Mass flow unit		lb/min
Density unit		lb/USgal
Fixed density	8.50000	lb/USgal
Conductivity unit		µS/cm
Temperature unit		°F
Format display	1 value, max. size	
Value 1 display	Volume flow	
Value 2 display	None	
Value 3 display	None	
Value 4 display	None	
Display damping	0.00000	s
Totalizer 1		
Unit		USgal
Operating mode totalizer	Net flow total	
Failure mode	Stop	
Totalizer 2		
Unit		USgal
Operating mode totalizer	Net flow total	
Failure mode	Stop	
Totalizer 3		
Unit		USgal
Operating mode totalizer	Net flow total	
Failure mode	Stop	

Country of origin	Country of dispatch	HS-Code
US	US	9026102040

US: Subject to US Export Administration Regulations - EAR99

90	2	PC	Promag, grounding disc/protection disc DK5GD-1810/0 (DK5GD-2HAHL)	741.58
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EDI-Orderref.:	2061047249-0090	Unit price	370.79
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Quotation 2061047249

Endress+Hauser 

People for Process Automation

Version

Item	Qty	Product	Net value (USD)
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Your item number: 910008

Includes 1 grounding disc/protection disc

Delivery time 7 wrk.day(s)**Order code description**

2HA Nominal Diameter: DN200 8", 1.4435/316L

H Liner: Hard rubber

L Process Connection: Cl.150 ANSI B16.5

Country of origin	Country of dispatch	HS-Code
US	US	9026902000

US: Subject to US Export Administration Regulations - EAR99

100	1 PC	Promag L/W/P/S,E, grounding cable kit DK5GC-10R4/0 (DK5GC-2HL)	53.85
-----	------	--	-------

EDI-Orderref.:	2061047249-0100	Unit price	53.85
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Your item number: 910009

A kit includes 2 cables

Delivery time 7 wrk.day(s)**Order code description**

2H Nominal Diameter: DN200 8"

L Process Connection: Cl.150, ASME B16.5

Country of origin	Country of dispatch	HS-Code
CH	US	8544606000

110	1 PC	Time-based Commissioning Service XD21BL-AAA44J	1,550.00
-----	------	---	----------

EDI-Orderref.:	2061047249-0110	Unit price	1,550.00
----------------	-----------------	------------	----------

Your item number: 910010

To ensure optimal device performance right from the start trained service

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

Quotation 2061047249

Version

Endress+Hauser

People for Process Automation

Item	Qty	Product	Net value (USD)
------	-----	---------	-----------------

technicians ensure optimum set-up and perform initial checks. All results are documented in final service reports.

Delivery time to be agreed

Order code description

- A Preparation and standard travel time: included in the base price
- A Standard labor time: 1 x 4h
- A Surcharges: not selected
- 4 Extended Factory Warranty: 1 x instrument/s, 2 additional years after shipment date (3 years in total), in workshop
- 4 Commissioning Level: 1 x Basic: Device Inspection, configuration, provision of parameter files + explanation of operations and maintenance.
- J Additional travel expenses: 150 x Roundtrip mileage (travel hours included)

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

Quotation 2061047249**Endress+Hauser** 

People for Process Automation

General Terms & Conditions of Sale

All sales order related transactions with Endress+Hauser, Inc. shall be governed by Endress+Hauser, Inc.'s General Terms and Conditions of Sale ("E+H Terms") which are subject to modification. Please visit <https://www.us.endress.com/static/terms-conditions> for the most up to date E+H Terms. Any contracts or agreements which are currently in place shall apply and will not be replaced by the E+H Terms.

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - October 23, 2023

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Professional services - electrical evaluation of municipal facilities

Legislation Title:

Appropriation for professional services - electrical evaluation of municipal facilities

Background/Synopsis:

As more electric vehicles (EV) become available for purchase, and as EV pricing becomes more competitive, the City may wish to start procuring fleet EVs in the future. City staff is currently evaluating the long-term costs and benefits of a fleet EV transition plan – including but not limited to which City vehicles could be electric without interrupting any essential municipal functions.

As part of this evaluation, City staff wishes to secure the services of an electrical engineering firm to understand the infrastructure requirements at City facilities that might be needed to support EV units. This assessment will explore existing electrical capacities (including backup generator power considerations), and required electrical upgrades to support EV charging stations, at the following sites:

- Public Works
- Municipal Building
- Justice Center
- Water and Wastewater Plants
- Community Arts Center
- Parks and Golf Maintenance
- Fire Stations (3)

City staff recommends that CMTA be used to perform this assessment, per the attached proposal.

Financial Impact:

An appropriation in the amount of \$47,000.00 is being requested for professional services for an electrical evaluation of all major municipal buildings.

This project was not included in the Capital Improvement Program (CIP). The proposed funding source is remaining ARPA funds.

Attachments:

1. City of Fairfield - EV chargers

October 5th 2023

Brian Rose
Fairfield Public Works
8870 N. Gilmore Rd.
Fairfield Ohio 45014

Re: City of Fairfield EV charger Assessment
Assessment Proposal - REVISED

Dear Brian:

Thank you for reaching out to us to provide a fee proposal for the assessment for adding EV charging stations to 11 buildings in the City of Fairfield . Our scope of work is as follows:

Site Locations:

1. Public Works 8870 N. Gilmore Rd., Fairfield, Oh
2. Municipal Building 5350 Pleasant Ave., Fairfield, OH
3. Justice Center 675 Nilles Rd., Fairfield, OH
4. Water Plant 5201 Groh Ln., Fairfield, OH
5. Sewer Plant 4799 Groh Ln., Fairfield, OH
6. Community Arts Center 411 Wessel Dr., Fairfield, OH
7. Parks Maintenance 6174 Gray Rd., Fairfield, OH
8. Golf Maintenance 2605 Augusta, Fairfield, OH
9. Fire station 31 – 375 Niles Road
10. Fire station 32 – 6540 Dixie Hwy
11. Fire station 33 – 6118 Winton Road

General:

- a. CMTA will work with the City of Fairfield to determine what the scope of work needs to be to meet to meet their needs for adding EV charging stations.
 - i. This will include determining number of charging stations, locations that are preferred and presenting some options for chargers. This would be done prior to visiting the sites so we understand the scope prior to meeting.
- b. CMTA will visit each site to determine if electrical upgrades are required to add EV charging stations.
 - i. This includes upgrades to generators, electrical services, and branch panels to serve the chargers.
 - ii. CMTA will reach out to equipment vendors to get current equipment costs due to volatility in the market.
- c. CMTA will pull together rough sketches showing the locations of the chargers and a scope of work.
- d. The scope of work will be used to provide a high-level cost estimate.
 - i. The estimate would include total project costs for use with requesting a capital expenditure.
- e. CMTA has included 3 meetings in the assessment stage outside of the onsite surveys

1100 Sycamore Street | Suite 400 | Cincinnati, Ohio | 45202
T 513.429.4404 | www.cmta.com



- i. This will include 1 meeting to cover all 8 sites, we feel we can walk through the scope for all 8 in 1 meeting prior to visiting the site.
- ii. 1 of the meetings will be to go over the initial ideas for the scope of work for all 8 sites.
- iii. 1 final meeting would be to present the scope of work and cost estimate.
- f. We have NOT included time for providing multiple options for locations and designs. It is assumed that we will vet the scope during the assessment period and develop the scope of work.

12. Exclusions to this agreement are as follows:

- i. We have NOT included the evaluation for the vehicular costs and ROI for changing to EV. This can be provided if requested.
- ii. Design documents outside of the rough sketches for pricing and approval
- iii. Permitting Fees
- iv. Commissioning
- v. Any other consultants (i.e., architectural, structural, civil, hazardous materials, minority, etc.) nor does CMTA directly provide these services.
- vi. CMTA's design will stop 5' outside of the building footprint
- vii. Low Voltage design for access control, voice data, central sound, audio video, white noise and other low voltage systems. However, these services have been included as additional services as listed below.
- viii. Special testing (fire flow tests, test & balance of HVAC, Electrical Panel Metering etc.)

Reimbursable expenses:

Reimbursable expenses are included in the CMTA fee for printing, plotting, courier services, mileage, etc. The only expenses that would not be covered would be any sort of testing that the owner would want to do after the start of design similar to scoping sanitary lines, special testing, etc.



FEES:
Assessment Fee :

We propose a lump sum fee of:

Preliminary meetings and site visits	\$15,000
Scope of work documents	\$19,000
Cost estimates	\$12,750

Total Fee: **\$46,750**

If the above scope of work is acceptable, please sign below and return one copy for my files.

Do not hesitate to call if you have any questions.

SINCERELY,

AGREED:

Submitted Electronically

Andy Metzger
Project Manager

cc: James Benson

Attachment: NonContractualAppropriations.102323 (3712 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 155-22 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023."

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

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

From:	Unappropriated Capital Improvement Fund	\$68,000
To:	40216025-252500 Drainage Improvements (Northpointe Storm Sewer Repair 3PW53)	\$68,000
From:	Unappropriated Water Replacement & Improvement Fund	\$22,925
To:	60416025-252000 Improvements other than Building (Concrete Masonry Repair 3WT06 [\$10,025]) (Booster Station Roof Repair 3WT08 [\$3,400]) (Booster Station Motor Replacements 3WT08 [\$9,500])	\$22,925
From:	Unappropriated American Rescue Plan Act Fund	\$47,000
To:	26610623-233900 Other Professional Services (EV Charging Stations Evaluation)	\$47,000
From:	Unappropriated Sewer Surplus Fund	\$29,800
To:	62416025-252000 Improvements other than Building (Root Control Maintenance [\$20000]) (RAS Flow Metering 3WW11 [\$9,800])	\$29,800

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	_____	

Attachment: NonContractual 10-23-Ord (3712 : Non-Contractual Appropriations)

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\NonContractual 10-23-Ord

Attachment: NonContractual 10-23-Ord (3712 : Non-Contractual Appropriations)