

Mark Scharringhausen  
*Council Member at Large*

Chad Oberson  
*Council Member at Large*

Bill Woeste  
*Council Member at Large*

Leslie Besl  
*Council Member, 1st Ward*



Dale Paullus  
*Councilmember, 2nd Ward*

Terry Senger  
*Councilmember, 3rd Ward*

Tim Abbott  
*Council Member, 4th Ward*

Steve Miller  
*Mayor*

**CITY OF FAIRFIELD CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, SEPTEMBER 27, 2021 7:00 PM  
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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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.

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- 1. COUNCIL-MANAGER BRIEFING**
  - A. 6:00 PM - Harbin Park Update
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS**
- 8. PUBLIC HEARING(S)**
  - a. Joint Public Hearing - Benzing Property PUD
  - b. Joint Public Hearing - Planning & Zoning Code Changes
- 9. APPROVAL OF MINUTES**
  - a. Regular Meeting held September 13, 2021
- 10. OLD BUSINESS AND REPORTS**

**A. COMMUNITY & PUBLIC RELATIONS COMMITTEE**

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

**B. DEVELOPMENT SERVICES COMMITTEE**

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

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the Benzing Planned Unit Development.
  - Legislation - Hold Second Reading pending Planning Commission recommendation
2. Ordinance to amend Sections 1133.01 (63.2), 1169.02 (e), 1173.02 (b) and 1173.03 and add new Sections 1133.01 (79.1) and 1173.02 (f) of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, relative to definitions, M-1 Industrial Park District Conditional Uses, M-2 General Industrial District Conditional Uses and Accessory Uses.
  - Legislation - Hold Second Reading pending Planning Commission recommendation

**C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE**

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

**D. PUBLIC SAFETY COMMITTEE**

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

**E. PUBLIC WORKS COMMITTEE**

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

**F. PUBLIC UTILITIES COMMITTEE**

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

1. Ordinance to amend sections 921.04 and 925.05(c) of Ordinance No. 166-84 of the Codified Ordinances of Fairfield, Ohio, relative to the Licensure and Bonding Requirements for Water and Sewer Servicers
  - Legislation - Third Reading
  - Motion - Adoption

**G. FINANCE & BUDGET COMMITTEE**

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

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



## 11. NEW BUSINESS

**Motion to read all New Business by title only.**

### **A. COMMUNITY & PUBLIC RELATIONS COMMITTEE**

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

1. Simple Motion: Motion to re-appoint Ben Mann and Don Hassler to the Butler County Transportation Improvement District effective October 13, 2021 and expiring October 12, 2023.

### **B. DEVELOPMENT SERVICES COMMITTEE**

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

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the City Barbeque Restaurant as part of the Stockton Station Planned Unit Development.
  - Legislation - First Reading
  - Set Joint Public Hearing Date - October 12, 2021
2. Ordinance to authorize the Acting City Manager to execute a Development Agreement with Koch Foods of Cincinnati, LLC, which will provide for municipal assistance and public utility improvement commitments to support expansion of the existing manufacturing campus of Koch Foods located on Commerce Center Drive and Port Union Road, and declaring an emergency.
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings
  - Motion - Adoption
3. Ordinance to authorize the Acting City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement, which will provide property tax incentives for Koch Foods of Cincinnati, LLC, to include an expansion to its campus located on Commerce Center Drive and Port Union Road and declaring an emergency.
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings
  - Motion - Adoption

### **C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE**

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

1. Ordinance to authorize the Acting City Manager to enter into a contract with Gametime for the purchase of a custom built ICON pavilion for Harbin Park and declaring an emergency.
  - Legislation - First Reading

- Motion - Suspend Second and Third Readings
  - Motion - Adoption
2. Ordinance to authorize the Acting City Manager to enter into agreements with Mid Ohio Golf Car, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses and Vantage Tag Systems for golf cart GPS trackers and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

**D. PUBLIC SAFETY COMMITTEE**

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

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Doordash Essentials LLC, 6370 Pleasant Avenue, Fairfield, OH 45014 (Permit Class C1 and C2).
2. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Namaste Curry House LLC, 6679 Dixie Highway, Suite G, Fairfield, OH 45014 (Permit Class C1 and C2).

**E. PUBLIC WORKS COMMITTEE**

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

1. Ordinance to authorize the Acting City Manager to execute a purchase agreement with Diane Capobianco, Trustee for the purchase of the property at 6760 Dixie Highway, Fairfield, Ohio and declaring an emergency.
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings
  - Motion - Adoption

**F. FINANCE & BUDGET COMMITTEE**

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

1. Ordinance to approve additional compensation to Donald G. Bennett for additional duties performed as Acting City Manager and declaring an emergency.
  - Legislation - First Reading
  - Motion - Suspend Second and Third Readings
  - Motion - Adoption
2. Ordinance providing for the issuance of \$41,226.00 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.
  - Legislation - First Reading

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

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

Contractual Appropriations: \$220,495 for purchase of Harbin Park pavilion; \$255,000 for purchase of property 6760 Dixie Highway.

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

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

Non-Contractual Appropriations: \$23,000 for purchase of Parks Utility Cart; \$14,500 for Water Treatment Plant - System Improvements.

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

## **12. MEETING SCHEDULE**

- A. Tuesday, October 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, October 25 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, November 8 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

## **13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)**

## **14. ADJOURNMENT**



Fairfield City Council  
September 17, 2021

## Public Hearing Notice

All property owners and citizens of Fairfield, Ohio are hereby notified that a joint public hearing between the Planning Commission and City Council has been scheduled for 7:00 PM on Monday, September 27, 2021 at the Fairfield Municipal Building at 5350 Pleasant Avenue, Fairfield Ohio, 45014. The purpose of the hearing is to solicit citizen input regarding a Concept Plan for a Planned Unit Development (PUD) on approximately 20 acres of land on the east side of South Gilmore Road, approximately 600 feet north of Mack Road. The applicant is proposing to build a residential development consisting of 20 duplexes (40 units) and 24 single family houses.

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

Alisha Wilson  
Clerk of Council

For insertion in the Journal News Friday, September 17, 2021

Attachment: JPH Notice - Benzing Property PUD (2972 : Joint Public Hearing - Benzing Property PUD)



Fairfield City Council  
September 17, 2021

## Public Hearing Notice

All property owners and citizens of Fairfield, Ohio are hereby notified that a joint public hearing between the Planning Commission and City Council has been scheduled for 7:00 PM Monday, September 27, 2021 at the Fairfield Municipal Building at 5350 Pleasant Avenue, Fairfield, Ohio 45014. The purpose of the hearing is to solicit citizen input regarding modifications to Chapters 1133 (Definitions), 1169 (M-1 Industrial Park District), and 1173 (M-2 General Industrial District) of the Planning and Zoning Code as part of the Fairfield Codified Ordinances.

Parties wishing to review the proposed changes may do so by visiting the Development Services Department located at the Fairfield Municipal Building. Questions may be directed to the Department by telephone at (513) 867-5345 or via e-mail at [development@fairfield-city.org](mailto:development@fairfield-city.org). The Department is open Monday through Friday between the hours of 8:00 AM and 5:00 PM.

Alisha Wilson  
Clerk of Council

For insertion in the Journal News Friday, September 17, 2021

**City of Fairfield  
Minutes  
Regular Meeting of City Council  
September 13, 2021**

**Council-Manager Briefing**

Automated Metering

Mayor Miller called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger, Tim Abbott, Mark Scharringhausen, Chad Oberson and Bill Woeste.

Staff members present: Don Bennett, Alisha Wilson, Steve Wolterman, Adam Sackenheim, Matt Young, Greg Kathman, Tiphonie Mays, Jake Burton, Ben Mann, Steve Maynard and Carol Mayhall.

Public Utilities Director Sackenheim presented the Automated Metering presentation. See attached slides.

**Business Meeting Call to Order**

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

**Prayer/Pledge of Allegiance**

Councilmember Besl led in prayer and Pledge of Allegiance.

**Roll Call**

Councilmembers present included:

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

**Agenda Modifications**

None.

## Executive Session Requests

Councilmember Abbott, seconded by Councilmember Paullus, moved for Executive Session for the following reasons:

1. Purchase of property for public use;
2. Employment, compensation, promotion, demotion, discipline, dismissal of a public employee;
3. Confidential information relative to the business plans of an applicant for economic development assistance.

Motion carried 7-0.

## Special Presentations and Citizen Comments

### a. Fairfield Chamber of Commerce Update

Kert Radel, President of the Fairfield Chamber of Commerce, gave an update regarding how the Chamber was able to assist local businesses throughout the pandemic so far. He thanked the City for its support of their efforts.

### b. George Fraley, 5771 Chesterfield Court

Mr. Fraley addressed Council regarding city practices that he feels have unfair repercussions on senior citizens. Specifically, he referenced the \$40/month minimum utilities charge and the mandatory income tax return filing for those with no earned income. Mayor Miller referred him to Finance Director Burton and Public Utilities Director Sackenheim. Finance Director Burton stated that his department is already reviewing the mandatory filing requirement and should have an update to that soon.

## Public Hearing(s)

None.

## Approval of Minutes

The Regular Meeting Minutes of August 9, 2021 and Special Meeting Minutes of August 18, 2021 were approved as written and submitted.

## OLD BUSINESS AND REPORTS

### Community & Public Relations Committee

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

### Development Services Committee

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

### Parks, Recreation and Environment Committee

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

### Public Safety Committee

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

### Public Works Committee

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

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

## Public Utilities Committee

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

Ordinance to amend sections 921.04 and 925.05(c) of Ordinance No. 166-84 of the Codified Ordinances of Fairfield, Ohio, relative to the Licensure and Bonding Requirements for Water and Sewer Servicers

### Recommendation:

It is recommended that City Council authorize amendments to the City's licensing and bonding requirements for water and sewer servicers under Chapters 921.04 and 925.05(c) of the Codified Ordinances of the City of Fairfield, Ohio.

Councilmember Senger presented the second reading of this ordinance.

**RESULT: SECOND READING**

**Next: 9/27/2021 7:00 PM**

## Finance & Budget Committee

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

### NEW BUSINESS

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

## Community & Public Relations Committee

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

Simple Motion: Motion to suspend the City Manager search until January 1, 2022

SIMPLE MOTION NO. 15-21. APPROVED 7-0.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Dale Paullus, Councilmember, 2nd Ward

**SECONDER:** Tim Abbott, Council Member, 4th Ward

**AYES:** Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

## Development Services Committee

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

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

### Recommendation:

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

Councilmember Woeste presented the first reading of this ordinance and set the joint public hearing date for September 27, 2021.

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)



**RESULT:**            **FIRST READING**    **Next: 9/27/2021 7:00 PM**

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

**Recommendation:**

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

Councilmember Woeste presented the first reading of this ordinance and set the joint public hearing date for September 27, 2021.

**RESULT:**            **FIRST READING**    **Next: 9/27/2021 7:00 PM**

**Public Safety Committee**

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

Motion to Suspend Second and Third Readings

Councilmember Scharringhausen presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to accept the AFG Fire Prevention and Safety Grant in the amount of \$16,635.50

ORDINANCE NO. 96-21. APPROVED 7-0.

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

**Public Works Committee**

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

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

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

Ordinance to declare seventeen (17) city motor vehicles and pieces of city equipment as surplus and authorize the Acting City Manager to execute an agreement with GovDeals.com to sell the motor vehicles and pieces of equipment.

ORDINANCE NO. 97-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

**RESULT:** CARRIED [UNANIMOUS]  
**MOVER:** Chad Oberson, Council Member at Large  
**SECONDER:** Dale Paullus, Councilmember, 2nd Ward  
**AYES:** Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to authorize the Acting City Manager to enter into a contract with Majors Enterprises of Monroe, Ohio for the 2021 Headwall Replacement and Culvert Extension – Starlight Estates and declaring an emergency

**Recommendation:**

The staff recommends that City Council authorizes the City Manager to enter into a contract with Majors Enterprises of Monroe, Ohio for the 2021 Starlight Estates Culvert Extension improvements Project.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$150,000.00 from the Capital Improvement Fund for this project.

ORDINANCE NO. 98-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

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

Ordinance to authorize the Acting City Manager to execute and file the application for financial assistance and enter into an agreement with Ohio Public Works Commission (OPWC) Issue 1 for a grant to fund a portion of the 2022 Pleasant Avenue Improvement Project and declaring an emergency.

**Recommendation:**

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement with OPWC for a grant to fund a portion of the 2022 Pleasant Avenue Improvement Project.

ORDINANCE NO. 99-21. APPROVED 7-0.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Chad Oberson, Council Member at Large  
**SECONDER:** Terry Senger, Councilmember, 3rd Ward  
**AYES:** Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to execute and file the application for financial assistance and enter into an agreement with Ohio Public Works Commission (OPWC) Issue 1 for a grant to fund a portion of the 2023 Route 4 Urban Paving Improvement Project and declaring an emergency.

**Recommendation:**

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement with OPWC for a grant to fund a portion of the 2023 Route 4 Urban Paving Improvement Project.

ORDINANCE NO. 100-21. APPROVED 7-0.

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

**Public Utilities Committee**

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

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

Councilmember Senger presented the first reading of this ordinance.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>CARRIED [UNANIMOUS]</b>                                      |
| <b>MOVER:</b>    | Terry Senger, Councilmember, 3rd Ward                           |
| <b>SECONDER:</b> | Dale Paullus, Councilmember, 2nd Ward                           |
| <b>AYES:</b>     | Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott |

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

**Recommendation:**

It is recommended that City Council authorize the City Manager to enter into a contract with Ovivo USA, LLC and appropriate funding in the amount of \$295,000.00 for the emergency repair of critical treatment equipment at the City's sewer plant. Rules suspension is requested in order to expedite the project.

ORDINANCE NO. 101-21. APPROVED 7-0.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                      |
| <b>MOVER:</b>    | Terry Senger, Councilmember, 3rd Ward                           |
| <b>SECONDER:</b> | Tim Abbott, Council Member, 4th Ward                            |
| <b>AYES:</b>     | Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott |

**Finance & Budget Committee**

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this resolution.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>CARRIED [UNANIMOUS]</b>                                      |
| <b>MOVER:</b>    | Tim Abbott, Council Member, 4th Ward                            |
| <b>SECONDER:</b> | Leslie Besl, Council Member, 1st Ward                           |
| <b>AYES:</b>     | Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott |

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 2021 collected during budget year 2022 to the Butler County Auditor.

RESOLUTION NO. 9-21. APPROVED 7-0.

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

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

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

**Recommendation:**

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

Councilmember Abbott presented the first reading of this ordinance. Councilmember Abbott, seconded by Councilmember Besl, moved to suspend the second and third readings. Motion carried 7-0. Councilmember Abbott, seconded by Councilmember Woeste, moved to adopt. Motion carried 7-0.

ORDINANCE NO. 102-21. APPROVED 7-0.

**RESULT:** FIRST READING Next: 9/27/2021 7:00 PM

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 78-21 and all amendments thereto and declaring an emergency.

**Recommendation:**

It is recommended that City Council approve this Ordinance, suspending the rules and declaring an emergency to allow for the expeditious implementation of the new rate for the position described above.

ORDINANCE NO. 103-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

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

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

**Recommendation:**

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

ORDINANCE NO. 104-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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

**Recommendation:**

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

ORDINANCE NO. 105-21. APPROVED 7-0.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Tim Abbott, Council Member, 4th Ward  
**SECONDER:** Leslie Besl, Council Member, 1st Ward  
**AYES:** Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)

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

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

**Recommendation:**

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

ORDINANCE NO. 106-21. APPROVED 7-0.

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

**Meeting Schedule**

Clerk Wilson read the following meeting schedule:

- A. Monday, September 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
- B. Tuesday, October 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
- C. Monday, October 25 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

**Executive Session of Council (if needed)**

Council recessed to Executive Session at 7:40 PM.

**14. ADJOURNMENT**

The Regular Meeting adjourned at 8:10 PM.

The Regular Meeting adjourned at 8:10 PM.

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor's Approval

Date Approved \_\_\_\_\_

Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)



# Automated Water Metering

Council-Manager Briefing  
September 13, 2021



**FAIRFIELD**  
PUBLIC UTILITIES

Adam Sackenheim  
Director – Public Utilities



# Outline:

1. Mission Statement
2. Recent Utility Initiatives
3. Water Metering in Fairfield
4. Automated Metering Technologies
5. Fairfield Metering Projects
6. System Capabilities, Benefits & ROI
7. Recommendations
8. Questions

# 1. Mission

- Protect Public Health
- Protect Public Safety
- Protect the Environment

## 2. Recent Utility Initiatives



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Water Main Replacement Projects:  
Pleasant Avenue; Route 4; Ross Road;  
Donald Drive; Seward Road; Resor &  
Winton Road



Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)





















Minutes Acceptance: Minutes of Sep 13, 2021 7:00 PM (Approval of Minutes)





# 3. Water Metering in Fairfield



*Duke Energy website; 2021*



- Last City-wide meter change-out: ~2002
  - ~13,700 meters
    - 85% are inside homes / businesses
    - 85% are “touch read”; 15% radio







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NEIGHBOR YESTERDAY • 0.2 MI

ring.com

Man in yard. ?axe?

14 5 Comments 1308 Views

Helpful Comment Share

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## 4. Automated Metering Technologies

- Automatic meter reading (AMR) – “drive-by”
  - One way communication
  - Limited data
- Advanced metering infrastructure (AMI):
  - Two-way communication





# Advanced Metering Infrastructure (AMI)

- Communication options:
  - Cellular - \$\$
  - “Internet of Things” / mesh network - *unproven*
  - Radio
    - Non-licensed frequency - “free” spread spectrum
    - FCC-licensed frequency\*

## Benefits of licensed frequency:

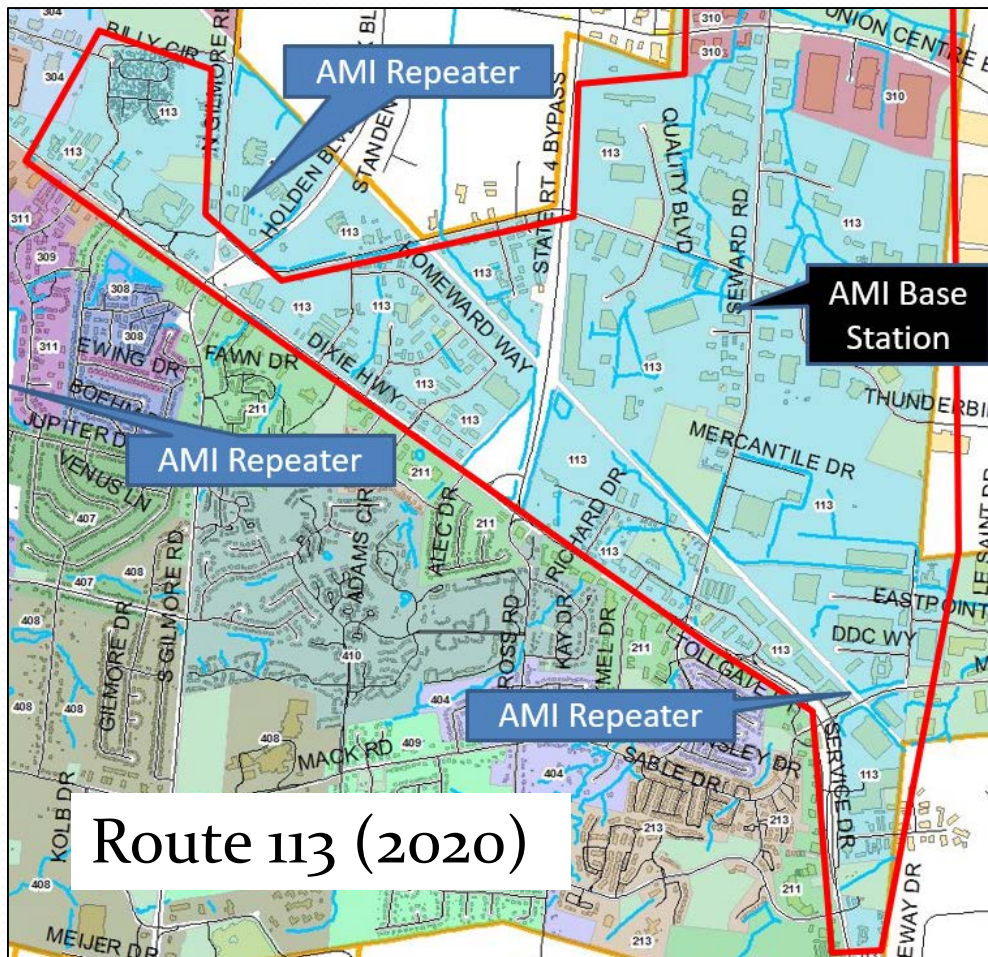
Minimal interference or spectrum crowding; stronger signals; increased transmission range; low noise levels

# Advanced Metering Infrastructure (AMI)

- “Master Meter - ALLEGRO” AMI System:
  - Meters have built-in end-point transmitters (UTG)
    - NO wires
    - Most effective in “inside” sets
  - Fixed base communication platform with FCC-licensed frequency
    - True 2-way communication capabilities
  - Robust meter data management software (Harmony)



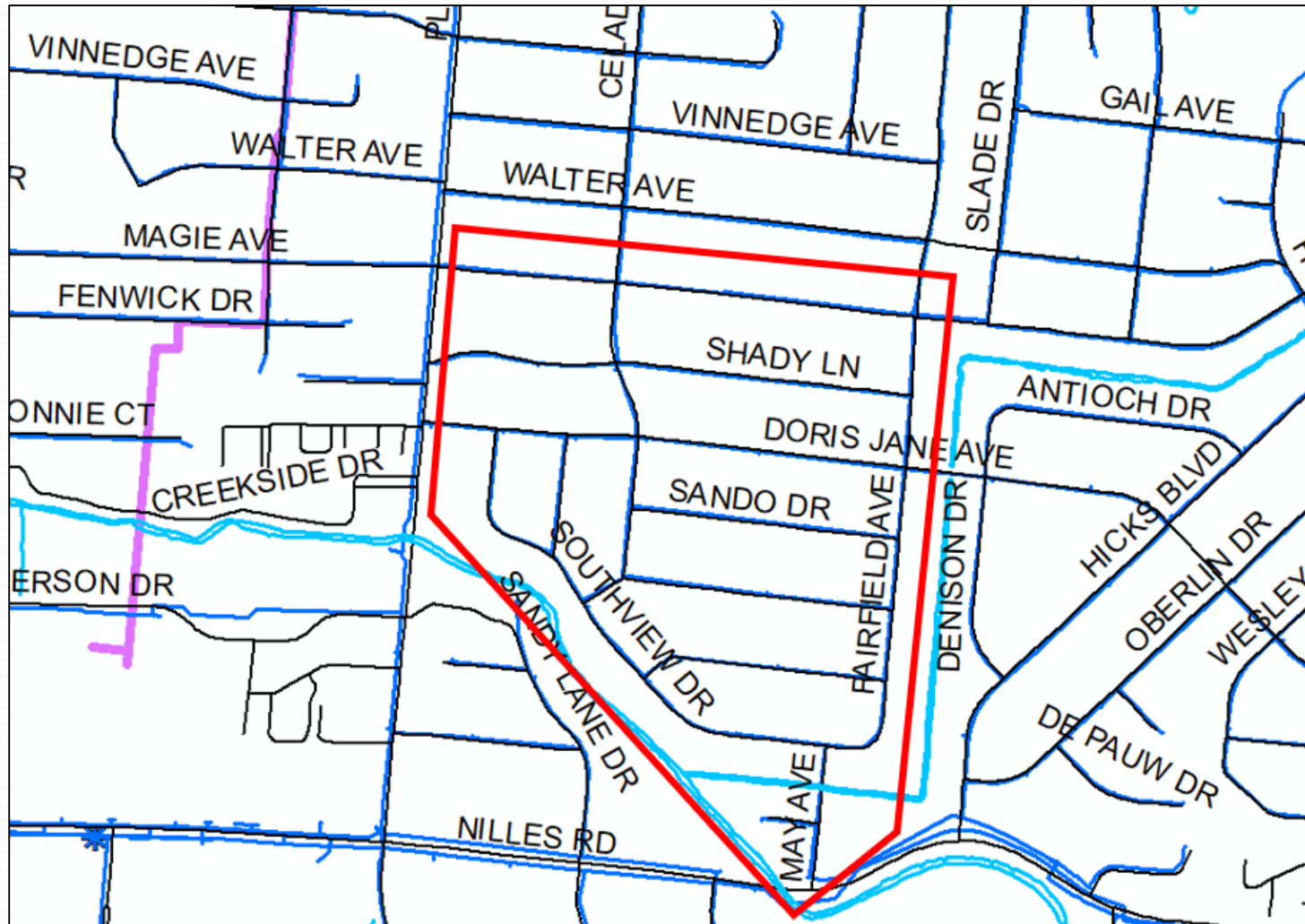
# 5. Fairfield Metering Projects



“PROOF OF CONCEPT”

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Route 301

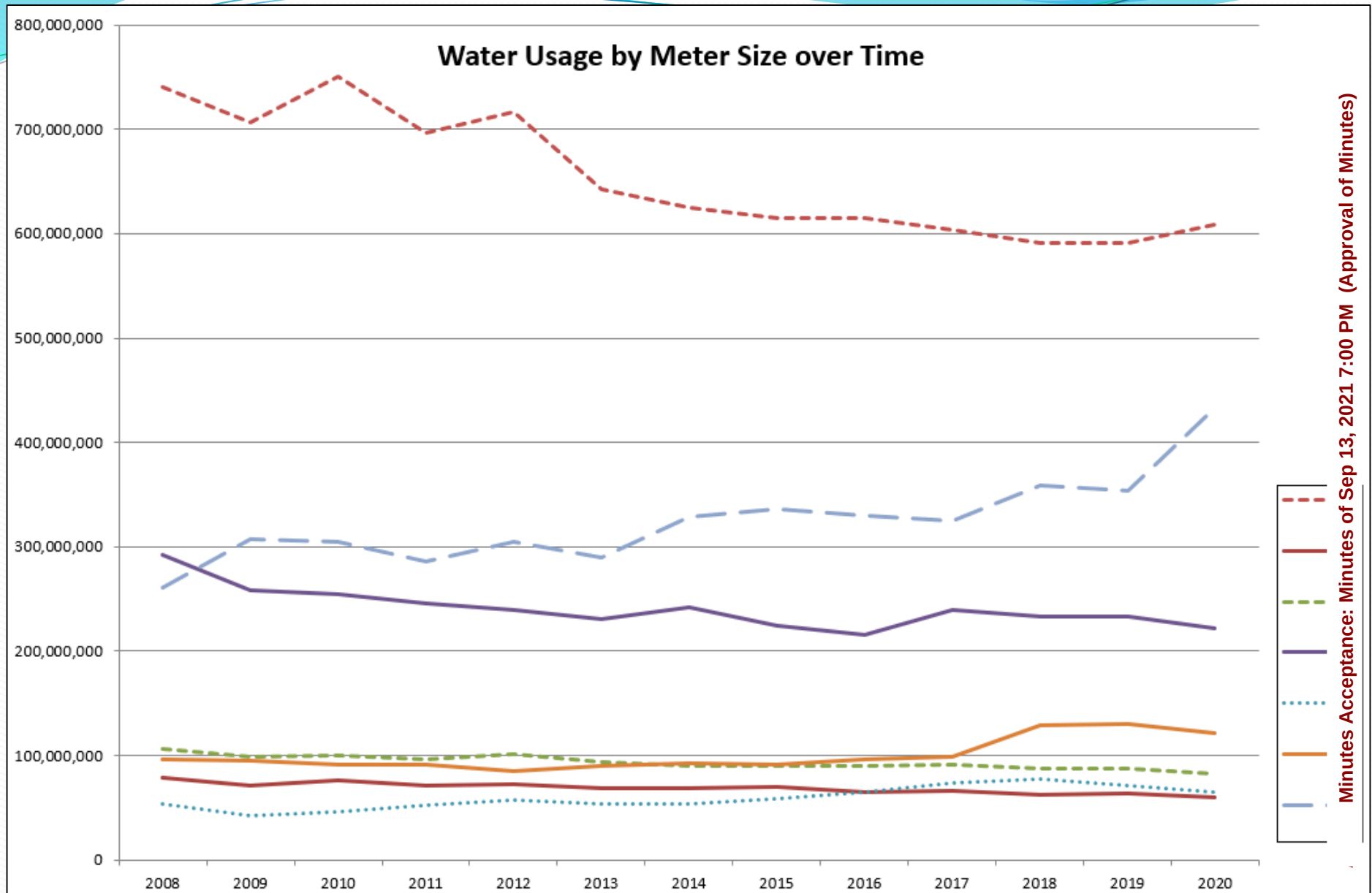
## 6. System Capabilities, Benefits, and ROI

- Improved metering accuracy = increased revenue
- Real-time system data
- Enhanced customer service
- Lost water detection
- Workforce management

# Improved metering accuracy = increased revenue

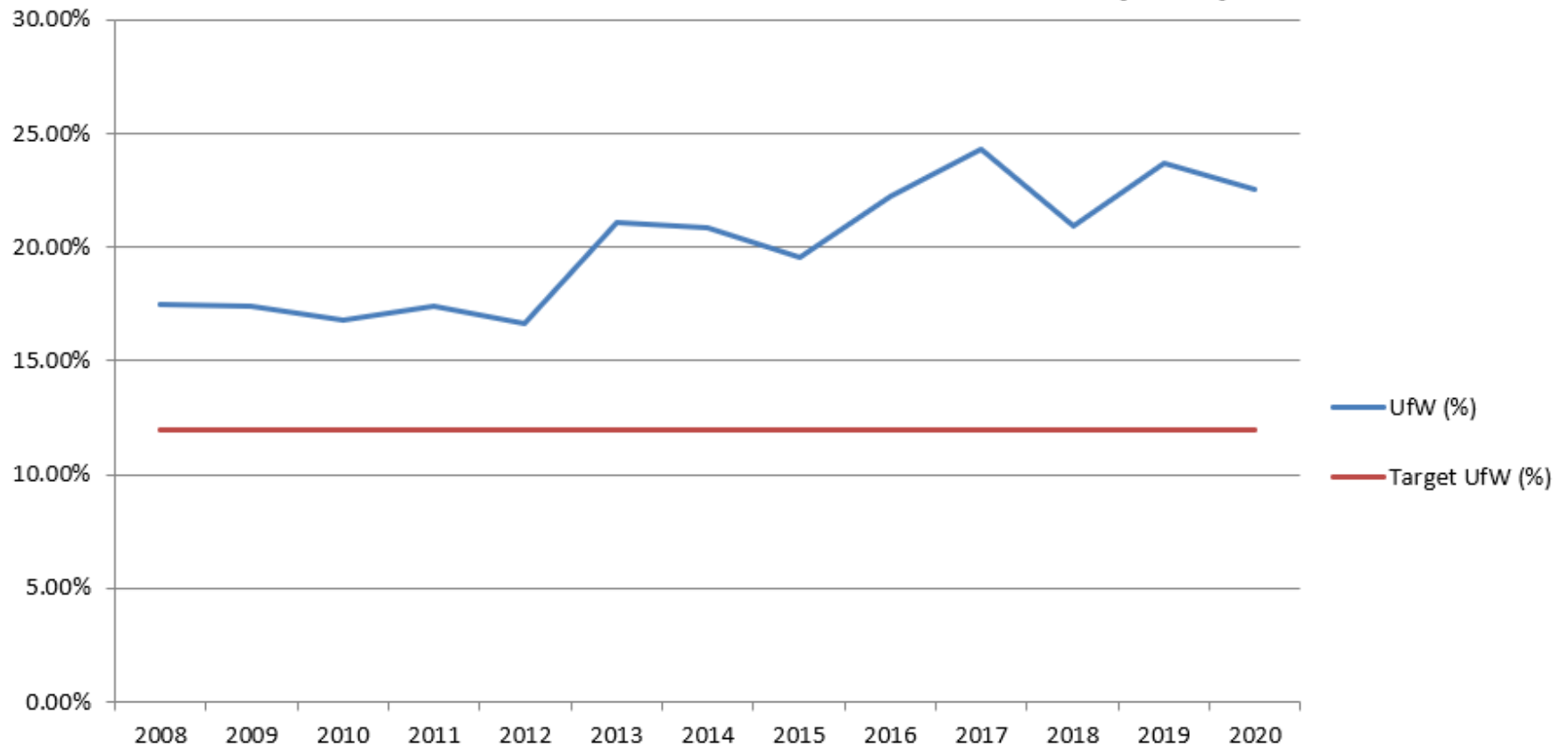
- 3.5% increase in accuracy
  - ~\$525,000 additional revenue
- Why is this important?





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## Fairfield Water Division: Unaccounted for Water (UfW) over time



# Real-time system data; enhanced customer service; lost water detection

- Hourly water consumption data, available on demand
- Real-time alerts
  - Leaks
  - Negative consumption
  - Backflow
  - Inactive meter
  - Tamper alerts



<https://www.harmonymdm.com/CityMind/Pages/MainDashboard.aspx>





Search for Customers, Locations, Meters, Account No



harmony™



35

Manual

Dashboard

Customer Care

Meters

GIS

Work Orders

Fixed Network

Administrative


[Customer](#) [Location](#) [M](#)

Meter ID 00002448989

[Back](#) [New Search](#) [Previous Meter](#) [Next Meter](#)

|               |             |                 |        |                  |                              |                     |                     |                |                   |
|---------------|-------------|-----------------|--------|------------------|------------------------------|---------------------|---------------------|----------------|-------------------|
| Meter ID      | 00002448989 | Account Number  | 103518 | Customer Name    | WITHOUT A DOUBT TRUCK REPAIR | Last Read (Gallons) | 184564              | Email          |                   |
| Serial Number | 212006275   | Location Number | 103518 | Location Address | 3240PRODUCTION DRIVE         | Last Read Time      | 09/07/2021 12:31 PM | Mobile Phone   | (513) 931-3900    |
| Service Type  | Water       | Meter Size      | 1 Inch | Mailing Address  | WITHOUT A DOUBT TR           | Status              | Leak Alarm          | Location Notes | 1WAT -FRONT KITCH |

Dashboard

Period: [Monthly](#) [Daily](#) [Hourly](#) From: 08/07/2021 To: 09/07/2021 View chart

Meter Details

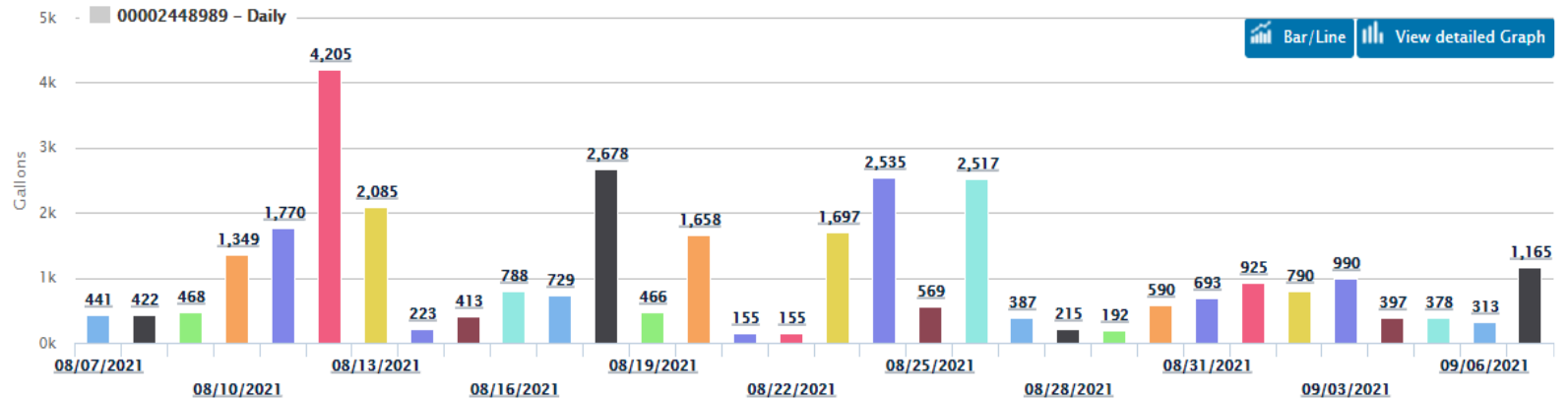
Alerts

Related Entities

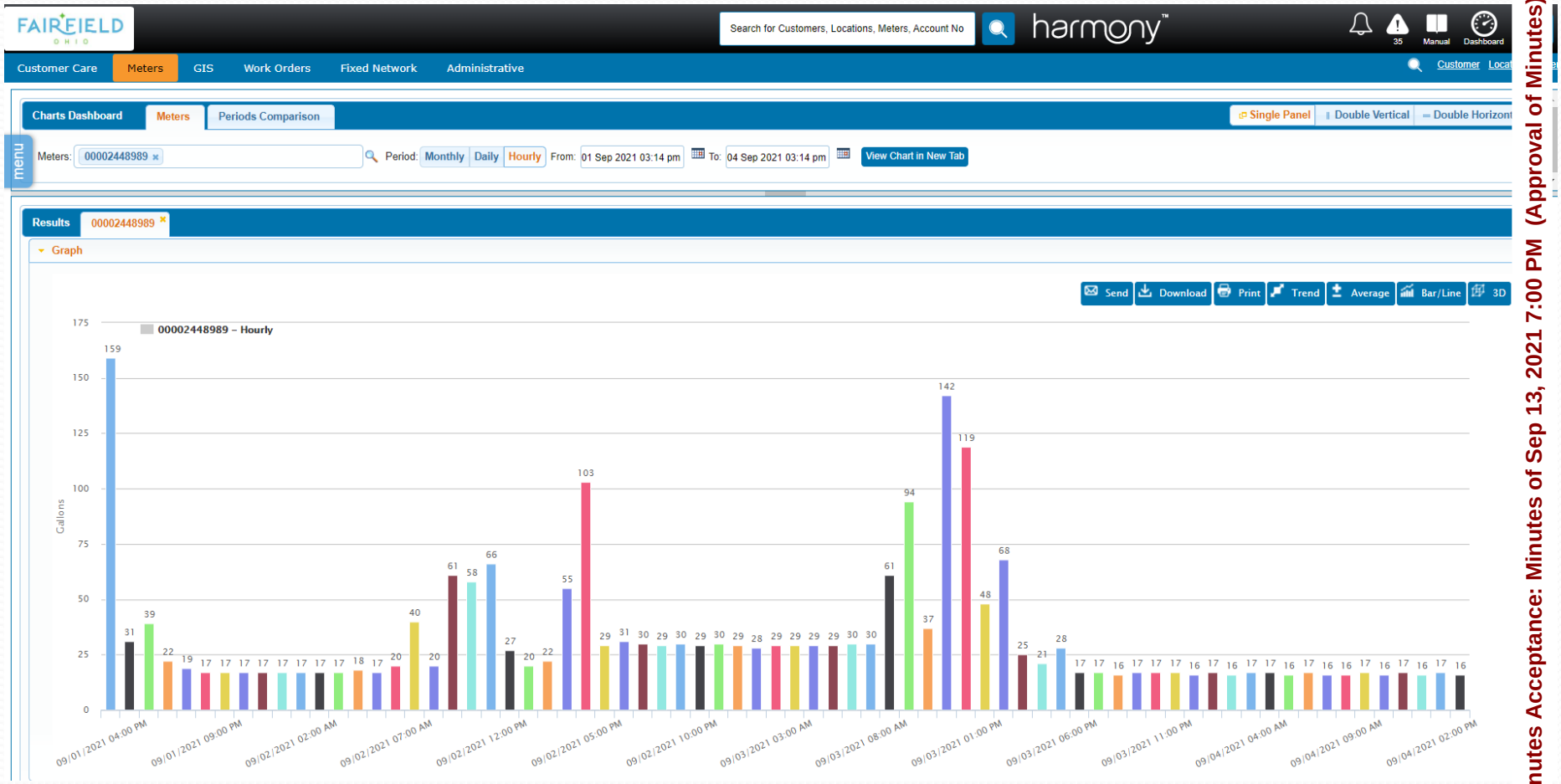
Consumption

Charts

Events


[On-Line](#) [Change Out](#) [Manual Reading Entry](#) [Events](#) [Upload Image](#) [GIS](#) [Alerts Report](#) [Consumption Report](#) [Additional Reports](#) [Send Email](#) [Print](#)

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# Workforce management

- R.I.F of one meter reader
  - \$100,000 / year annual savings
- Transition of remaining two meter readers to OMWs
  - Additional staff will enable more proactive system maintenance (valve exercising; hydrant flushing; etc)
- Elimination of time-intensive work orders
  - 2020: ~2,400 'read in/read out' and 're-read' orders
  - Emphasis on proactive system maintenance

# Return on Investment (ROI)

- ~\$5 million turn-key project
  - 2WT<sub>17</sub>: \$2M
  - 2WW<sub>14</sub>: \$2M
- \$625,000/year in new revenue and new savings
  - Cash financed: ROI ~8 years; or
  - New Debt\*
    - 10 year note; 2.0% interest rate
    - \$550,000 / year in debt payments



## 7. Recommendations

- Bid and award turn-key project for installation of smart meters and AMI system for entire City: Q2 2022
  - Project may include customer portal
- Work with selected contractor for proper notifications to customers about project: Q3 2022
- Project schedule:
  - Project commencement: Q4 2022
  - Project completion: Q2 2023

# 8. Questions





**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

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

**Subject:**

Benzing Concept Plan

**Legislation Title:**

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

**Recommendation:**

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

**Background/Synopsis:**

The applicant is proposing to build a residential development consisting of 20 duplexes (40 units) and 24 single-family houses. The sizes and dimensions of the single family lots are smaller than the minimum size permitted in Fairfield. Entrance to the development is located at the northern end of the property off of South Gilmore Road. A retention basin (pond) is proposed along with a walking trail that traverses the site.

The property is part of the original 32-acre parcel located at the northeast corner of Mack and South Gilmore Roads commonly known as the Benzing property. The site is adjacent to Mercy Health - Fairfield Hospital and is currently zoned B-1, Institutions and Office District. The applicant is not requesting to rezone the remaining 12 acres that front on Mack Road.

**Financial Impact:**

None. This is a land use decision.

**Emergency Provision Explanation:**

NA

**Rule Suspension Requested:**

No

**Emergency Provision Needed:**

No

**Attachments:**

1. Benzing\_council letter aerial

2. Site Plan\_8.30.21
3. Benzing Concept Plan-Ord



An aerial photograph of a residential neighborhood. A large, irregularly shaped parcel of land is outlined in red. The parcel is mostly brown and tan, suggesting bare earth or dry grass, with a small, dark, wooded area on the left side. The parcel is bounded by S Gilmore Rd to the west and Mack Rd to the south. To the east of the parcel is a large, light-colored building, possibly a hospital or industrial facility. The surrounding area is filled with residential lots, many of which have houses and trees. Several streets are labeled: Whitney Ln, Gilmore Dr, Flag Dr, S Gilmore Rd, Twin Lakes Dr, Mack Rd, and Cincinnati. A large white box with the text '10.B.1.a' is in the top right, and another white box with the text 'Attachment:' is on the right side. A white box with the text 'Packet Pg. 54' is in the bottom center.

**10.B.1.a**

**Attachment:**

**Packet Pg. 54**



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

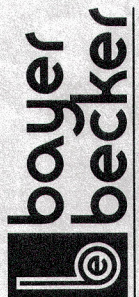
**PRELIMINARY**

# BENZING PROPERTY

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

DEVIEN CONNEDT DI ANI

**Attachment: Site Plan\_8.30.21 (2952 : Benzing Concept Plan)**



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

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

1/1

Packet Pg. 55





ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT PLAN FOR THE BENZING PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of Part Lot 464 being approximately 20 acres of land on the east side of South Gilmore, approximately 600 feet north of Mack Road from its present B-1, Institutions and Office District, by approving the concept plan for the Benzing Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

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

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

Passed \_\_\_\_\_ Mayor's Approval \_\_\_\_\_

Posted \_\_\_\_\_

First Reading \_\_\_\_\_ Rules Suspended \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

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

---

Clerk of Council

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

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





**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

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

**Subject:**

Amendment to Planning and Zoning Code

**Legislation Title:**

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

**Recommendation:**

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

**Background/Synopsis:**

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

**Financial Impact:**

There is no financial impact with this request.

**Emergency Provision Explanation:**

NA

**Rule Suspension Requested:**

No

**Emergency Provision Needed:**

No

**Attachments:**

1. M-1 zoning regs
2. REV\_M-2 zoning regs
3. REV\_1133\_DEFINITIONS
4. Amend Planning Zoning-Ord

CHAPTER 1169  
M-1 Industrial Park District

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

CROSS REFERENCES

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

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

Signs - see P. & Z. Ch. 1187

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

1169.01 PRINCIPAL PERMITTED USES.

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

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

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

#### 1169.02 CONDITIONAL USES.

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

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

#### 1169.03 ACCESSORY USES.

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

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

#### 1169.04 REQUIRED CONDITIONS.

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

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



#### 1169.05 PROHIBITED USES.

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

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

#### 1169.06 LOT AREA, FRONTAGE AND YARD REQUIREMENTS.

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

(a) Nonresidential Use.

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

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

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

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

#### 1169.07 HEIGHT REGULATIONS.

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

## CHAPTER 1173 M-2 General Industrial District

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

### CROSS REFERENCES

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

Signs - see P. & Z. Ch. 1187

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

#### 1173.01 PRINCIPAL PERMITTED USES.

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

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



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

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

#### 1173.02 CONDITIONAL USES.

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

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

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

Hogfarm.

Junkyards.

Livestock feeding yard.

~~Motor vehicle storage yard.~~

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

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

Slaughtering of animals or stockyards.

Smelting of ferrous or nonferrous ores.

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

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

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

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

#### 1173.03 ACCESSORY USES.

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

#### 1173.04 REQUIRED CONDITIONS.

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

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

#### 1173.05 PROHIBITED USES.

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

#### 1173.06 HEIGHT REGULATIONS.



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

#### 1173.07 LOT AREA FRONTAGE AND YARD REQUIREMENTS.

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

(a) Nonresidential.

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

(b) Screening and Buffering.

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

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

CHAPTER 1133  
Definitions

1133.01 Definitions.

CROSS REFERENCES

Subdivision regulations definitions - see P. & Z. 1105.01

Sign definitions - see P. & Z. 1187.02

Building Code definitions - see BLDG. Ch. 1303

1133.01 DEFINITIONS.

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

(1) – (63.1).....

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

(64) – (79) .....

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

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

Passed \_\_\_\_\_ Mayor's Approval

Posted \_\_\_\_\_

First Reading \_\_\_\_\_ Rules Suspended \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Amended Planning & Zoning-Ord

Attachment: Amend Planning Zoning-Ord (2946 : Amendment to Planning and Zoning Code)





**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Adam Sackenheim,  
 Submitting Department: Public Utilities

**Subject:**

Ordinance to update the City's licensing and bonding requirements for utility servicers

**Legislation Title:**

Ordinance to amend sections 921.04 and 925.05(c) of Ordinance No. 166-84 of the Codified Ordinances of Fairfield, Ohio, relative to the Licensure and Bonding Requirements for Water and Sewer Servicers

**Recommendation:**

It is recommended that City Council authorize amendments to the City's licensing and bonding requirements for water and sewer servicers under Chapters 921.04 and 925.05(c) of the Codified Ordinances of the City of Fairfield, Ohio.

**Background/Synopsis:**

The City's Codified Ordinances require that any contractor working on the water distribution system and/or the sewer collection system be properly licensed and bonded. These requirements help establish a minimum threshold for contractor proficiency and accountability, and also provide leverage and financial protection to the City if contractor performance is deficient.

The proposed amendments will standardize licensure and bonding language within the Ordinances, and will increase the amount of the contractor performance and maintenance bond to \$25,000.00 – up from \$5,000.00. Additionally, contractors licensed for both water and sewer work will no longer be required to hold two (2) separate bonds, as a combined bond will be permitted. The increased bond amount is appropriate for the level of risk associated with underground utility work in the region, and the combined bond option streamlines the licensing process.

The proposed amendments, attached for City Council review, will go into effect 1-1-2022.

The draft combined bond and draft Ordinance are also attached for City Council review.

**Financial Impact:**

There is no cost to the City for these amendments. However, the higher amount of the performance and maintenance bond will provide increased financial protection to the City in the event of contractor performance deficiencies. The financial impact to local contractors for these amendments is expected to be negligible.

**Emergency Provision Explanation:**

Not applicable.

**Rule Suspension Requested:**

No

**Emergency Provision Needed:**

No

**Attachments:**

1. 921 and 925 Ordinance modifications 07232021
2. Combined Bond DRAFT 07232021 AMS
3. Ordinance to amend 921 and 925 subsections 07232021
4. Amend 921 925-Ord

WATER:

#### 921.04 LICENSE; BONDING REQUIREMENTS.

(a) Water Service License. Any person, firm or corporation working on any part of the City's water distribution system, including water service lines and water meters, must first obtain a valid water service license issued and signed by the Public Utilities Director or his/her designee. Application for such license shall be made to the Public Utilities Director, and a license fee of thirty dollars (\$30.00) shall accompany the application. The license shall be valid within the calendar year that it was issued, and must be renewed cyclical on January 1st with an additional fee paid each year. The license applicant shall be required to prove to the satisfaction of the Public Utilities Director and City Manager that he/she possesses the qualifications necessary for working on the City's water distribution system. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the City of Fairfield. A license may be revoked by the Public Utilities Director if the licensee violates any laws, ordinances, bylaws and regulations governing work on the City water distribution system. (Ord. 84-14. Passed 9-8-14.)

(b) Bond. Before being granted a license to work on the City's water distribution system, the applicant shall file with the City a bond in the amount of ~~five~~ twenty-five thousand dollars (~~\$25,000~~5,000) which shall be a blanket bond covering all work performed on the City's water distribution system for one year after the actual work has been performed. The bond shall be conditioned so as to insure proper workmanship and materials used and shall save the City harmless from claims arising as a result of damage to any person or property by reason of such work on the City's water distribution system. Such bond shall be approved by the Law Director as to form and surety. Nothing contained in this section shall be construed to authorize any person, firm or corporation to whom a water service license is issued under this section to perform any other plumbing work in the City. (Ord. 167-95. Passed 11-13-95.)

SEWER:

#### 925.05 CONNECTION TO PUBLIC SEWERS.

(c) License Required for Construction.

(1) Sewer ~~tapper's~~ Service License. A sewer service lateral and/or connection may only be made, built or repaired by a person, firm or corporation having a sewer service ~~tapper's~~ license issued by the Public Utilities Director. Application for such licenses must be made to the Public Utilities Director and a license fee of thirty dollars (\$30.00) shall accompany the application. The license shall be valid within the calendar year that it was issued, and must be renewed cyclical on January 1st with an additional fee paid each year. ~~The license shall be valid for one year, and must be renewed and an additional license fee paid each year.~~ The license applicant shall be required to prove to the satisfaction of the Public Utilities Director that he/she possesses the qualifications necessary for a competent sewer builder. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the Public Utilities Director. A license may be revoked by the City Manager or Public Utilities Director if the licensee violates any of the laws, ordinances, bylaws and regulations governing connection to City sewers.



(2) Bond. Before being granted a license to make sewer service repairs or connections, the applicant shall file with the City a bond in the amount of twenty-five ~~five~~ thousand dollars (\$~~25,000~~5,000) which shall be a blanket bond covering all ~~installations of the sewer builder work performed by the sewer servicer~~ for one year after the actual installation. The bond shall be conditioned so as to insure proper workmanship and materials in the installation or repair of any sewer for any property owner and to save the City harmless from claims arising as a result of damage to any person or property by reason of such sewer installations or repairs. The bond shall be approved by the Law Director as to form and surety. ~~The license shall be signed by the Public Utilities Director and shall expire one year after its issuance. A license may be revoked by the City Manager or Public Utilities Director if the licensee violates any of the laws, ordinances, bylaws and regulations governing connection to City sewers. Nothing contained in this section shall be construed to authorize any person, firm or corporation to whom a sewer service license is issued under this section to perform any other plumbing work in the City.~~

BOND NUMBER: \_\_\_\_\_

## CITY OF FAIRFIELD, OHIO

**PERFORMANCE & MAINTENANCE BOND  
FOR AN INDIVIDUAL, FIRM OR CORPORATION  
INVOLVED IN WATER / SEWER SERVICE WORK**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, are hereby firmly bound unto the City of Fairfield, Ohio, in the penal sum of **Twenty-Five Thousand Dollars (\$25,000.00)** for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The condition of the above obligation is such that whereas the above named Principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, make application to the Utilities Director, City of Fairfield, Ohio, to be licensed as a **Water / Sewer Servicer** which application is made a part of this bond as though fully set forth herein:

Now, if the said \_\_\_\_\_ shall well and faithfully perform his duties as **Water / Sewer Servicer** under the terms and conditions of his license(s) and shall perform all works and make all installations of **water and/or sewer services** or mains and necessary and proper accessories thereto in conformity to law and regulation and **approved plans and specifications and the proper functioning thereof for a period of one (1) year after performance is complete and** save the City of Fairfield harmless from claims arising as a result of damage to any person, including, but not limited to the City of Fairfield, Ohio, or to the property owned by any ~~such~~ person by reason of **water service and/or sewer installations** or work directly related thereto; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that in no event exceed the penal amount of this obligation as stated herein.

The Surety hereby stipulates and agrees that no modification in the ordinances or regulations of the City of Fairfield, Ohio, with reference to **Water / Sewer Servicers, or installation or repair of water services or mains and/or installation or repair of sewer laterals and/or sewer mains made by Water / Sewer Servicers** shall in any effect the obligations of said Surety on its bond.

This bond shall be and remain in full force and effect for a period of **up to one (1) year until December 31, 20\_\_\_\_**, and one (1) calendar year thereafter; provided, however, that as to claims and damages, or either of them, arising during said later period as aforesaid, said bond shall remain in full force and effect until said claims and damages, or either of them, which have so arisen are fully and finally determined.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

**NOTE: This document must be notarized and sealed**

Ordinance No. \_\_\_\_

**Ordinance to amend sections 921.04 and 925.05(c) of Ordinance No. 166-84 of the Codified Ordinances of Fairfield, Ohio, relative to the licensure and bonding requirements for water and sewer servicers.**

Be it ordained by the Council of the City of Fairfield, Ohio, that:

Section 1. Subsection 921.04 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, is hereby amended to read as follows:

**921.04 LICENSE; BONDING REQUIREMENTS.**

(a) **WATER SERVICE License:**

Any person, firm or corporation working on any part of the City's water distribution system, including water service lines and water meters, must first obtain a valid water service license issued and signed by the Public Utilities Director or his/her designee. Application for such license shall be made to the Public Utilities Director, and a license fee of thirty dollars (\$30.00) shall accompany the application. The license shall be valid within the calendar year that it was issued, and must be renewed cyclical on January 1st with an additional fee paid each year. The license applicant shall be required to prove to the satisfaction of the Public Utilities Director and City Manager that he/she possesses the qualifications necessary for working on the City's water distribution system. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the City of Fairfield. A license may be revoked by the Public Utilities Director if the licensee violates any laws, ordinances, bylaws and regulations governing work on the City water distribution system.

(Ord. 84-14. Passed 9-8-14.)

(b) **Bond:**

Before being granted a license to work on the City's water distribution system, the applicant shall file with the City a bond in the amount of ~~five thousand dollars (\$5,000)~~ **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** which shall be a blanket bond covering all work performed on the City's water distribution system for one year after the actual work has been performed. The bond shall be conditioned so as to insure proper workmanship and materials used and shall save the City harmless from claims arising as a result of damage to any person or property by reason of such work on the City's water distribution system. Such bond shall be approved by the Law Director as to form and surety. Nothing contained in this section shall be construed to authorize any person, firm or corporation to whom a water service license is issued under this section to perform any other plumbing work in the City.

(Ord. 167-95. Passed 11-13-95.)

Section 2. Subsection 925.05 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, is hereby amended to read as follows:

### 925.05 CONNECTION TO PUBLIC SEWERS.

(c) License Required for Construction.

(1) Sewer tapper's SERVICE license. A sewer service lateral and/or connection may only be made, built or repaired by a person, firm or corporation having a sewer tapper's **SERVICE** license issued by the Public Utilities Director. Application for such licenses must be made to the Public Utilities Director and a license fee of thirty dollars (\$30.00) shall accompany the application. **THE LICENSE SHALL BE VALID WITHIN THE CALENDAR YEAR THAT IT WAS ISSUED, AND MUST BE RENEWED CYCLICAL ON JANUARY 1<sup>ST</sup> WITH AN ADDITIONAL FEE PAID EACH YEAR.** ~~The license shall be valid for one year, and must be renewed and an additional license fee paid each year.~~ The license applicant shall be required to prove to the satisfaction of the Public Utilities Director that he/she possesses the qualifications necessary for a competent sewer builder. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the Public Utilities Director. **A LICENSE MAY BE REVOKED BY THE CITY MANAGER OR PUBLIC UTILITIES DIRECTOR IF THE LICENSEE VIOLATES ANY OF THE LAWS, ORDINANCES, BYLAWS AND REGULATIONS GOVERNING CONNECTION TO CITY SEWERS.**

(2) Bond. Before being granted a license to make sewer **SERVICE REPAIRS OR** connections, the applicant shall file with the City a bond in the amount of ~~five thousand dollars (\$5,000)~~ **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** which shall be a blanket bond covering all ~~installations of the sewer builder~~ **WORK PERFORMED BY THE SEWER SERVICER** for one year after the actual installation. The bond shall be conditioned so as to insure proper workmanship and materials in the installation **OR REPAIR** of any sewer for any property owner and to save the City harmless from claims arising as a result of damage to any person or property by reason of such sewer installations **OR REPAIRS**. The bond shall be approved by the Law Director as to form and surety. ~~The license shall be signed by the Public Utilities Director and shall expire one year after its issuance. A license may be revoked by the City Manager or Public Utilities Director if the licensee violates any of the laws, ordinances, bylaws and regulations governing connection to City sewers.~~ **NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED TO AUTHORIZE ANY PERSON, FIRM OR CORPORATION TO WHOM A SEWER SERVICE LICENSE IS ISSUED UNDER THIS SECTION TO PERFORM ANY OTHER PLUMBING WORK IN THE CITY.**

Section 3. This Ordinance shall take effect January 1, 2022.



ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AMEND SECTIONS 921.04 AND 925.05(c) OF ORDINANCE NO. 166-84 OF THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, RELATIVE TO THE LICENSURE AND BONDING REQUIREMENTS FOR WATER AND SEWER SERVICERS.

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

Section 1. Subsection 921.04 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio is hereby amended to read as follows:

**921.04 LICENSE; BONDING REQUIREMENTS.**

(a) **WATER SERVICE License.** Any person, firm or corporation working on any part of the City's water distribution system, including water service lines and water meters, must first obtain a valid water service license issued and signed by the Public Utilities Director or his/her designee. Application for such license shall be made to the Public Utilities Director, and a license fee of thirty dollars (\$30.00) shall accompany the application. The license shall be valid within the calendar year that it was issued, and must be renewed cyclical on January 1st with an additional fee paid each year. The license applicant shall be required to prove to the satisfaction of the Public Utilities Director and City Manager that he/she possesses the qualifications necessary for working on the City's water distribution system. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the City of Fairfield. A license may be revoked by the Public Utilities Director if the licensee violates any laws, ordinances, bylaws and regulations governing work on the City water distribution system.

(Ord. 84-14. Passed 9-8-14.)

(b) **Bond.** Before being granted a license to work on the City's water distribution system, the applicant shall file with the City a bond in the amount of [~~five thousand dollars (\$5,000)~~] **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** which shall be a blanket bond covering all work performed on the City's water distribution system for one year after the actual work has been performed. The bond shall be conditioned so as to insure proper workmanship and materials used and shall save the City harmless from claims arising as a result of damage to any person or property by reason of such work on the City's water distribution system. Such bond shall be approved by the Law Director as to form and surety. Nothing contained in this section shall be construed to authorize any person, firm or corporation to whom a water service license is issued under this section to perform any other plumbing work in the City.

(Ord. 167-95. Passed 11-13-95.)

Section 2. Subsection 925.05(c) of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio is hereby amended to read as follows:

**925.05 CONNECTION TO PUBLIC SEWERS.**

*[No changes to this Section until paragraph (c).]*

(c) License Required for Construction.

(1) Sewer [tapper's] SERVICE license. A sewer service lateral and/or connection may only be made, built or repaired by a person, firm or corporation having a sewer [tapper's] **SERVICE** license issued by the Public Utilities Director. Application for such licenses must be made to the Public Utilities Director and a license fee of thirty dollars (\$30.00) shall accompany the application. ~~[The license shall be valid for one year, and must be renewed and an additional license fee paid each year.]~~ **THE LICENSE SHALL BE VALID WITHIN THE CALENDAR YEAR THAT IT WAS ISSUED, AND MUST BE RENEWED CYCLICAL ON JANUARY 1<sup>ST</sup> WITH AN ADDITIONAL FEE PAID EACH YEAR.** The license applicant shall be required to prove to the satisfaction of the Public Utilities Director that he/she possesses the qualifications necessary for a competent sewer builder. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the Public Utilities Director. **A LICENSE MAY BE REVOKED BY THE CITY MANAGER OR PUBLIC UTILITIES DIRECTOR IF THE LICENSEE VIOLATES ANY OF THE LAWS, ORDINANCES, BYLAWS AND REGULATIONS GOVERNING CONNECTION TO CITY SEWERS.**

(2) Bond. Before being granted a license to make sewer **SERVICE REPAIRS OR** connections, the applicant shall file with the City a bond in the amount of ~~[five thousand dollars (\$5,000)]~~ **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** which shall be a blanket bond covering all ~~[installations of the sewer builder]~~ **WORK PERFORMED BY THE SEWER SERVICER** for one year after the actual installation. The bond shall be conditioned so as to insure proper workmanship and materials in the installation **OR REPAIR** of any sewer for any property owner and to save the City harmless from claims arising as a result of damage to any person or property by reason of such sewer installations **OR REPAIRS**. The bond shall be approved by the Law Director as to form and surety. ~~[The license shall be signed by the Public Utilities Director and shall expire one year after its issuance. A license may be revoked by the City Manager or Public Utilities Director if the licensee violates any of the laws, ordinances, bylaws and regulations governing connection to~~

~~City sewers.]~~ **NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED TO AUTHORIZE ANY PERSON, FIRM OR CORPORATION TO WHOM A SEWER SERVICE LICENSE IS ISSUED UNDER THIS SECTION TO PERFORM ANY OTHER PLUMBING WORK IN THE CITY.**  
*[No further changes to this Section.]*

Section 3. This Ordinance shall take effect January 1, 2022.

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

ATTEST:

\_\_\_\_\_  
 Clerk of Council

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

\_\_\_\_\_  
 Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Amended 921 & 925-Ord

Attachment: Amend 921 925-Ord (2015 : Ordinance to update the City's licensing and bonding requirements for utility servicers)



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

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

**Subject:**

Police Officer Age Limit

**Legislation Title:**

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

**Recommendation:**

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

**Background/Synopsis:**

**Due to recruitment/staffing issues, the Police Chief requested that the Civil Service Commission consider extending the age limit for original appointment to the Fairfield Police Department as a Police Officer from age 35 up to the age of 45 provided the candidate has prior experience as a Police Officer.**

**At the August 12, 2021 Civil Service Commission meeting, the Commissioners discussed and approved the Police Chief's request. They established Ordinance 143.09 – Age Requirements for Police Personnel, attached hereto as Exhibit A. The minimum age requirement of 21 years of age remains the unchanged and no person shall be eligible to receive an original appointment on or after his or her 35<sup>th</sup> birthday. However, if the person has prior service credit as a Police Officer in the Ohio Police and Fire Pension Fund (OP&F) or service credit as a Police Officer transferable to OP&F, the age limit will be extended up to age 45 by adding the number of years of service credit to the of age 35 on a one-for-one basis.**

**Financial Impact:**

Funding is provided under the auspices of the approved 2021 Operating Budget.

**Emergency Provision Explanation:**

Emergency provision and rules suspension is not necessary at this time.

**Rule Suspension Requested:**

No

**Emergency Provision Needed:**

No



**Attachments:**

1. 143.09-Ord - Police Age Limit

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO ADOPT NEW SECTION 143.09 OF CHAPTER 143 OF  
ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD,  
OHIO RELATIVE TO AGE REQUIREMENTS FOR POLICE PERSONNEL.

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

Section 1. New Section 143.09 of Chapter 143 of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, is hereby adopted as shown in the attached Exhibit "A" which is incorporated herein by reference.

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

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\143.09-Ord

Attachment: 143.09-Ord - Police Age Limit [Revision 1] (102-21 : Police Officer Age Limit)

## EXHIBIT "A"

### 143.09 AGE REQUIREMENTS FOR POLICE PERSONNEL.

PURSUANT TO OHIO R.C. 124.41, NO PERSON SHALL BE ELIGIBLE TO RECEIVE AN ORIGINAL APPOINTMENT TO THE POLICE DEPARTMENT AS A POLICE OFFICER UNLESS THE PERSON HAS REACHED THE AGE OF TWENTY-ONE (21) ON OR PRIOR TO THE DATE OF EXAMINATION. NO PERSON SHALL BE ELIGIBLE TO RECEIVE AN ORIGINAL APPOINTMENT TO THE POLICE DEPARTMENT ON OR AFTER HIS/HER THIRTY-FIFTH (35<sup>th</sup>) BIRTHDAY UNLESS (i) THEY HAVE PRIOR SERVICE IN THE OHIO POLICE AND FIRE PENSION FUND, IN WHICH CASE, THE MAXIMUM AGE LIMIT SHALL BE INCREASED BY ONE (1) YEAR FOR EACH YEAR OF CREDIT FOR PREVIOUS SERVICE IN THE OHIO POLICE AND FIRE PENSION FUND, OR (ii) THEY HAVE PRIOR SERVICE AS A LAW ENFORCEMENT OFFICER WHICH IS ELIGIBLE FOR SERVICE CREDIT TRANSFER TO THE OHIO POLICE AND FIRE PENSION FUND, IN WHICH CASE, THE MAXIMUM AGE LIMIT SHALL BE INCREASED BY THE ELIGIBLE SERVICE CREDIT THE PERSON DEMONSTRATES THEY ARE ELIGIBLE TO RECEIVE IN THE OHIO POLICE AND FIRE PENSION FUND. THE PERSON SHALL PROVIDE DOCUMENTING EVIDENCE OF ELIGIBLE PRIOR SERVICE CREDIT TO THE CIVIL SERVICE COMMISSION OF THE CITY OF FAIRFIELD PRIOR TO EXAMINATION TO BE ELIGIBLE FOR THE INCREASED AGE LIMIT BASED ON SUCH SERVICE CREDIT. THE FOREGOING NOTWITHSTANDING, THE MAXIMUM AGE LIMIT OF THIRTY-FIVE (35) SHALL NOT BE INCREASED BY MORE THAN TEN (10) YEARS.



**City Council Action Item**  
**Regular Meeting - September 27, 2021**

Submitted by: Alisha Wilson, Clerk  
Submitting Department: Clerk

**Subject:**

Butler County TID Appointments

**Legislation Title:**

Simple Motion: Motion to re-appoint Ben Mann and Don Hassler to the Butler County Transportation Improvement District effective October 13, 2021 and expiring October 12, 2023.

**Recommendation:**

It is recommended that City Council, via simple motion, appoint Don Hassler and Public Works Director Ben Mann, to the Butler County Transportation Improvement District for terms of office commencing October 13, 2021 and expiring on October 12, 2023.

**Background/Synopsis:** The City of Fairfield is represented by two members of the community who serve as members of the Butler County Transportation Improvement District. The terms of office for the two current members, Don Hassler and Public Works Director Ben Mann expire effective October 12, 2021 and it is necessary for Council to fill these positions.

**Rule Suspension Requested:**

**Emergency Provision Needed:**





**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

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

**Subject:**

City Barbecue Final Development Plan

**Legislation Title:**

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

**Recommendation:**

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

**Background/Synopsis:**

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

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

**Financial Impact:**

None. This is a land use decision.

**Emergency Provision Explanation:**

NA

**Rule Suspension Requested:**

No

**Emergency Provision Needed:**

No

**Attachments:**

1. City BBQ\_aerial
2. City BBQ\_elevation
3. City BBQ\_site plan
4. City Barbecue-Ord



# Proposed City Barbeque - Final Development Plan

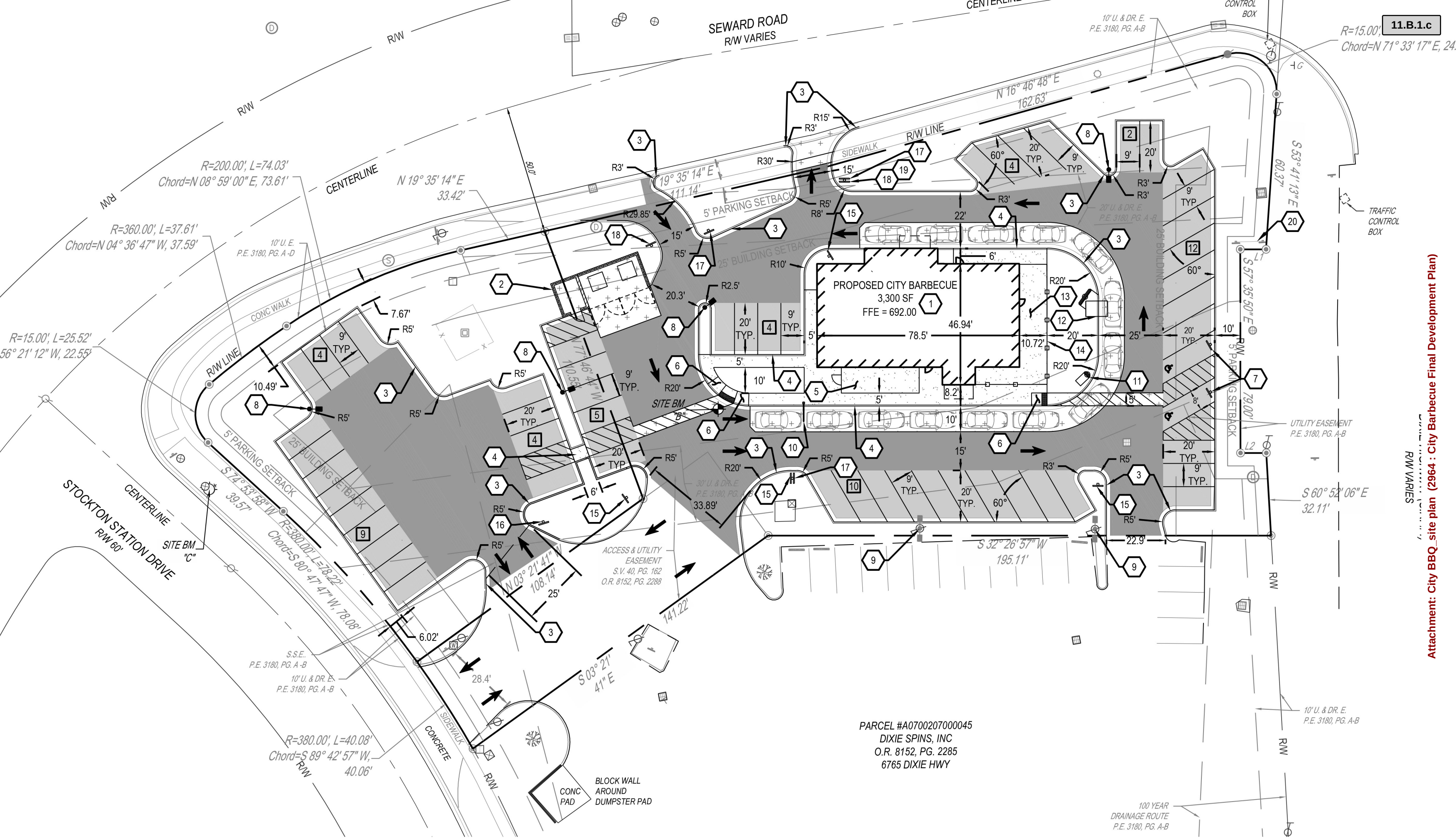


Attachment: City BBQ\_aerial (2964 : City Barbecue Final Development Plan)









11.B.1.c

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

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT AND FINAL DEVELOPMENT PLAN FOR THE CITY BARBEQUE RESTAURANT AS PART OF THE STOCKTON STATION PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of the 1.4 acres located at 6755 Dixie Highway by approving the concept and final development plan for the City Barbeque Restaurant as part of the Stockton Station Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

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

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

Passed \_\_\_\_\_ Mayor's Approval \_\_\_\_\_

Posted \_\_\_\_\_

First Reading \_\_\_\_\_ Rules Suspended \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

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

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Clerk of Council

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

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



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

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

**Subject:**

Development Agreement for Koch Foods

**Legislation Title:**

Ordinance to authorize the Acting City Manager to execute a Development Agreement with Koch Foods of Cincinnati, LLC, which will provide for municipal assistance and public utility improvement commitments to support expansion of the existing manufacturing campus of Koch Foods located on Commerce Center Drive and Port Union Road, and declaring an emergency.

**Recommendation:**

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

**Background/Synopsis:**

Koch Foods, a private company operating locally at 4100 Port Union Road, is a vertically integrated poultry products manufacturer. The company began operating in Fairfield in 1999 and has seen steady growth and multiple expansions, the largest of which was completed in 2016. The company is the city's largest public utilities user and the city's largest industrial employer. The current Koch Foods campus encompasses more than 45 acres and currently accommodates seven chicken production lines. Koch Foods now proposes to erect a second manufacturing building on an 18.1 acre parcel directly north of its existing campus at 635 Commerce Center Drive.

Initially, the expansion would accommodate two new production lines (Phase 1), with provisions for additional production lines in the future (Phase 2).

Should this project proceed, the total building investment for Phase 1 of the expansion is estimated at \$140 million. The company also estimates investment of \$80 million in new machinery and equipment for this phase. Koch Foods will retain 1,190 full-time existing jobs and will create at least 400 new full-time jobs within three years of completion of the Phase 1 construction, for a total of 1,590 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately \$60 million. Should Phase 2 proceed in the future, Koch Foods will create at least 200 additional new full-time jobs within three years of completion of Phase 2 construction, for a total of 1,790 full-time employees. Anticipated total future payroll with Phase 2 commitments included is expected to equal or exceed \$67 million.

Approval of the ordinance would authorize the Acting City Manager to enter into a Development Agreement with the company. The Agreement would provide for the following:



- The city will complete sanitary sewer improvements in the area of Commerce Center Drive, Iwata Drive, Union Centre Boulevard, and/or Seward Road, at an estimated cost of \$1.5 million, before December 31, 2022.
- The city will prepare for Phase 2 of the project by purchasing land and completing engineering work for construction of a new water tower, immediately following execution of the agreement.
- Should Koch Foods elect to move forward with Phase 2 of the project, the city will complete construction of a new water tower at an estimated cost of \$3.5 million, within 18 months of formal notification from Koch Foods.
- Koch Foods has agreed to pay a utility surcharge of 20% on new water usage at the new plant to partially offset the city's utility investment. This surcharge is expected to collect \$1 million over a ten year term.

Similar to other recently-approved incentive agreements, the Development Agreement has a performance-based compliance requirement that requires Koch Foods to make an underperformance payment if jobs and payroll commitments are not met from the project.

**Financial Impact:**

Koch Foods is planning to construct approximately 402,140 additional square foot to its manufacturing campus that will increase income and property tax revenue and create new jobs in the City of Fairfield. The company is already the city's largest utility user and this project would further increase water and sewer revenues for the city.

**Emergency Provision Explanation:**

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

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes

**Attachments:**

1. Koch Foods - Development Agreement Final - Council
2. Koch Foods-Ord

## **ECONOMIC DEVELOPMENT AGREEMENT**

### **KOCH FOODS EXPANSION**

\_\_\_\_\_

THIS Economic Development Agreement, “Agreement” effective \_\_\_\_\_, 2021, is entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation with its principal office located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “City”), and Koch Foods of Cincinnati, LLC, with its principal office located at 1300 Higgins Road, Park Ridge, Illinois 60068 (hereinafter referred to as “Koch”).

#### **WITNESSETH**

WHEREAS, Koch is desirous of purchasing an approximately 18.1 acre site at 635 Commerce Center Drive in the City of Fairfield, Ohio in order to expand its food preparation operations and create at least 400 new jobs (hereinafter referred to as the “Project”) provided that the appropriate development incentives are available to support the economic vitality of said Project; and

WHEREAS, the Project, as shown in a conceptual plan in Exhibit A, will be completed in multiple phases with the first phase encompassing construction of a building shell, installation of two production lines, and related improvements (hereafter referred to as “Phase 1”) and the second phase encompassing the installation of a third and, in the sole discretion of Koch, potentially a fourth and/or fifth production line (hereafter referred to as “Phase 2”); and

WHEREAS, Koch has operated in the City for more than two decades and been a good corporate partner and top employer in the City and region; and

WHEREAS, the City seeks to increase employment opportunities and to encourage the establishment of new jobs in the City, in order to improve the economic welfare of the City and its

citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution and Section 718.15 and 718.151 of the Ohio Revised Code; and

WHEREAS, the Project will cause a significant increase in the amount of water required for production and the amount of wastewater that will need sewer treatment, to be served by the City's Department of Public Utilities and the Butler County Water and Sewer Department; and

WHEREAS, Koch has requested that the City provide certain financial assistance to Koch to offset the costs of capital expenditures to renovate and provide for adequate water and sewer service at the site of the Project; and

WHEREAS, the City believes the provision of financial and other assistance to Koch as contemplated in this agreement will have a significant direct impact within the Fairfield community and a positive impact on the revenues of the City through the creation and maintenance of job opportunities; and

WHEREAS, Chapter 181 of the Codified Ordinances of the City ("Chapter 181") imposes income taxes, including, but not limited to, a tax on the compensation paid to employees whose primary work location is within the City, and on the net profits of businesses located in the City; and

WHEREAS, Chapter 921 of the Codified Ordinances of the City ("Chapter 921") imposes charges for water services provided by the City; and

WHEREAS, Chapter 925 of the Codified Ordinances of the City ("Chapter 925") imposes charges for sanitary sewer services provided by the City; and

WHEREAS, Koch has reported the number of employees and associated payroll at Koch's existing Fairfield facility to the City, reporting 1,190 jobs as of December 31, 2019 with a total 2019 payroll of \$46,127,462.

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

## **1. Jobs and Payroll**

(a) For the purposes of this agreement, the baseline of jobs and payroll will be based on Koch's operations in the City during calendar year 2019. New job creation and payroll will be measured against a 2019 baseline of 1,190 jobs and \$46,127,462 in aggregate payroll (hereinafter referred to as "Jobs and Payroll Baseline").

(b) Koch commits to the construction of Phase 1 of the Project and the creation and ongoing maintenance of 400 new jobs and associated new payroll of \$14,000,000 over and above the Jobs and Payroll Baseline within three years of receiving a provisional certificate of occupancy following construction of Phase 1 (hereafter referred to as "Phase 1 Commitments").

(c) Koch may trigger Phase 2 as provided in Section 4 of this Agreement and commit to the construction of Phase 2 and the creation and ongoing maintenance of 200 additional new jobs and associated payroll of \$7,000,000 that when combined with the Phase 1 Commitments brings Koch's total commitment to 600 new jobs and new payroll of \$21,000,000 over and above the Jobs and Payroll Baseline within three years of receiving a provisional certificate of occupancy following construction of Phase 2 (hereafter referred to as "Phase 2 Commitments").

(d) For the purposes of this Agreement, the commitment of jobs and payroll established in Section 1 (b-c) will be based on Koch's total employment in the City, and can include employment growth at the Project site and Koch's existing facility at 4100 Port Union Road in Fairfield.



## 2. Sanitary Sewer Improvements

(a) The City has evaluated the sewer demand anticipated to be created by the Project and the existing capacity of the municipal sanitary sewer system. This evaluation has identified several improvements that may be necessary, including improvements to an existing sewer lift station on Seward Road and enlarging and/or extending sewer mains on Commerce Center Drive, Iwata Drive, Union Centre Boulevard, and/or Seward Road (hereinafter referred to as “Sanitary Sewer Improvements”).

(b) The City estimates that the cost of the Sanitary Sewer Improvements will exceed \$1.5 million.

(c) The City, at its expense, will complete the Sanitary Sewer Improvements no later than December 31, 2022, in preparation for Phase 1.

## 3. Water System Improvements

(a) The City has evaluated the water demand anticipated to be created by the Project and the existing capacity of the municipal water system. This evaluation has identified several improvements that may be necessary, including installation of a water storage tank in close proximity to the Project site and/or a new large-diameter transmission main, as well as upgrades to an existing booster pump station on Route 4 (hereinafter referred to as “Water System Improvements”), to ensure necessary water pressures and flows if Phase 2 of the Project is undertaken.

(b) The City estimates that the cost of the Water System Improvements will exceed \$3.5 million in total cost.

(c) Following execution of this agreement, the City, at its expense, will complete design and engineering of the Water System Improvements and seek to acquire all necessary land and easements for the Water System Improvements, in preparation for Phase 2.

#### **4. Phase 2 Trigger**

(a) In order to provide the City sufficient time to finance, bid, and construct the Water System Improvements to serve Phase 2 of the Project, Koch shall provide notification to the City in the form of a written letter to the Fairfield City Manager signed by a duly authorized officer of Koch and stating the timeline for Phase 2 (hereinafter referred to as the “Phase 2 Notification”). The Phase 2 Notification shall include the anticipated dates of completing construction and commencing operation of the third production line and, if applicable, the fourth and/or fifth production line. The Phase 2 Notification shall be provided to the City not less than eighteen (18) months before the anticipated date of commencement of operation of the third production line.

(b) The Phase 2 Notification triggers Koch’s Phase 2 Commitments of jobs and payroll as provided in Section 1 of this Agreement.

(c) The City, upon receipt of the Phase 2 Notification and at its expense, will complete installation of the Water System Improvements within 18 months. The City will endeavor in good faith to complete the Water System Improvements in less than 18 months should Koch request, but the City cannot guarantee the Water System Improvements can be made in less than 18 months time.

#### **5. Utility Payment Surcharge**

(a) For a period of ten years (120 months), beginning the month following issuance of a provisional certificate of occupancy for construction of Phase 1, the City will apply and Koch will

pay a surcharge of twenty percent (20%) on new water usage resulting from the Project as described in this Section. This surcharge will partially offset the city's expense to complete the utility improvements described in Sections 2, 3, and 4 of this Agreement.

(b) The surcharge will be applied monthly on the charges for water supplied by the City and billed under Chapter 921.

(c) Koch will install new water meters to service the Project site at 635 Commerce Center Drive. These meters will not measure water usage at the existing Koch facility at 4100 Port Union Road.

(d) For each monthly utility invoice, the City will apply the 20% surcharge on the amount of the water charge that is metered at 635 Commerce Center Drive.

(e) The City will track surcharge payments paid by Koch in ten (10) consecutive twelve-month periods beginning with the first month the surcharge is applied (one period of which is hereinafter referred to as a "Surcharge Tracking Period"). The maximum surcharge to be charged to Koch under the terms of this Agreement during any Surcharge Tracking Period is \$100,000. When this maximum is reached in a Surcharge Tracking Period, the surcharge will not be charged until the subsequent Surcharge Tracking Period begins unless a shortfall exists under Section 5 (f) of this Agreement.

(f) For any Surcharge Tracking Period that Koch does not have sufficient water usage to generate surcharge billing equal to \$100,000, the difference will be added to a running shortfall balance that the City will collect from Koch in subsequent Surcharge Tracking Periods in which surcharge billing exceeds \$100,000 as provided in Section 5 (e) of this Agreement.

(g) Should Koch become more than sixty (60) days delinquent in making utility payments to the City, including the surcharge described in this Section, the City may employ all collection mechanisms and remedies to collect the surcharge as established for the collection of water service in Chapter 921.

## 6. Other Project Support and Cooperation

(a) Property Tax Abatement. The City anticipates providing additional support to the project through a partial abatement of property taxes on the value of improvements at the site of the Project. This property tax abatement is addressed in a separate Community Reinvestment Area agreement.

(b) Expedited Reviews. The City understands that the Project is on an accelerated timeline and will endeavor in good faith to expedite site, building, and utility plans reviews; permit applications; and construction inspections to help Koch advance the project on schedule.

## 7. Project Timeline and Completion

(a) Koch and the City anticipate completion of construction of Phase 1 of the Project within calendar year 2022.

(b) If Koch fails to complete construction of Phase 1 by the end of calendar year 2023, the City has the right to terminate or renegotiate this Agreement upon providing at least sixty (60) days prior written notice to Koch of its intent to do so.

(c) If Koch does not provide notification to the city as described in Section 4 (a-b) of this Agreement to trigger Phase 2 of the Project by the end of calendar year 2027, the City has the right to terminate or renegotiate this Agreement upon providing at least sixty (60) days prior notice to Koch of its intent to do so.

## 8. Reporting

(a) Koch shall submit an annual report to the City no later than March 15 of each year, beginning in calendar year 2023 and ending at the later date of either: (1) ten full years (at least 120 months) following receipt of a provisional certificate of occupancy for construction of Phase 1 or (2)



if Koch triggers Phase 2 of the Project with the Phase 2 Notification described in Section 4 of this Agreement, seven full years (at least 84 months) following receipt of a provisional certificate of occupancy for construction of Phase 2.

(b) The annual report shall detail the number of full-time equivalent jobs employed by Koch in the City and the total payroll that was paid during the previous calendar year to employees of Koch in the City. Such report, as submitted, must be certified as accurate and signed by an authorized representative of Koch.

(c) Should Koch already be reporting the items specified in Section 8 (b) of this Agreement to the City through annual reporting required for the property tax abatement provided by a Community Reinvestment Area agreement, Koch will not be required to submit a separate report to comply with the terms of this Agreement.

(d) The City may forward such report to the City's Income Tax Division for verification. The City shall have the right to reasonably review the books and records of Koch specifically relating to employment within the City if necessary. Any such records shall be made available at Koch's office and subject to confidentiality agreements as mutually acceptable to Koch and the City. If the report is not verified as accurate, the City will notify Koch in writing and Koch will have thirty (30) days to clarify any discrepancies.

## **9. Underperformance**

(a) In the event that Koch breaches any of its obligations under this Agreement related to the Phase 1 Commitments or Phase 2 Commitments (in the event that Phase 2 is triggered) and provided the City is not then in default of its obligations hereunder, Koch hereby agrees to make a payment (hereinafter referred to as "Underperformance Payment") to the City equal to the amount of income tax not received by the City under Chapter 181 on the difference of the actual payroll and the payroll

committed in the Phase 1 Commitments and, if applicable (i.e. if Phase 2 is triggered), Phase 2 Commitments for the calendar year. For instance, if the actual payroll for a calendar year was \$20 million (\$1 million less than the Phase 2 Commitment payroll), the Underperformance Payment would be \$1 million x 1.5% (or current income tax rate), or \$15,000.

(b) For each year that an annual report is required to be filed under Section 8 (a) of this Agreement, the City will determine if the previous calendar year's jobs and payroll met or exceeded the Phase 1 Commitments and, if applicable, Phase 2 Commitments. Should the Phase 1 Commitments and/or Phase 2 Commitments not be met for any year, the City will charge the Underperformance Payment.

(c) The Underperformance Payment may be assessed no more than once for each calendar year. If for any year during this period Koch is required to pay an Underperformance Payment, the City shall prepare and deliver a single invoice to Koch. Koch's payment shall be due within sixty (60) days after the date that Koch receives the invoice.

(d) In the event that Koch triggers Phase 2 as provided in Section 4 of this Agreement but fails to construct the third production line within one year (12 months) of the completion date outlined in the written letter to the Fairfield City Manager and provided the city is not then in default of its obligations hereunder, the amount of the utility payment surcharge described in Section 5 of this Agreement will increase from twenty percent (20%) to forty percent (40%). Accordingly, the maximum surcharge to be charged to Koch during any Surcharge Tracking Period, as provided in Section 5(e), will increase from \$100,000 to \$200,000. The city will apply and Koch will pay the increased surcharge until the earlier of (1) Koch completes construction and commences operation of the third production line or (2) the conclusion of the ten year period for which the utility payment surcharge is collected under Section 5 of this Agreement.

(e) Koch shall not be required to pay the Underperformance Payment required for a breach as described in Section 9 (a-c) for any year, or shall not be required to pay the increased utility payment surcharge described in Section 9 (d) for any month, in which such breach or default is due to restrictive acts of the federal, state or city government; orders of courts; fires, floods, epidemics, earthquake, or like natural disasters; quarantine restrictions; and strikes; and other causes which in the reasonable opinion of the Fairfield City Manager are beyond Koch's control and without Koch's fault or negligence. If Koch seeks the benefit of the provisions of this paragraph it shall, within sixty (60) days after the beginning of any such cause, notify the City thereof in writing to request relief.

## 10. Additional Terms

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be brought in any state or federal court of competent subject matter jurisdiction in Butler County, Ohio.

(c) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. Notwithstanding any representations to the contrary, or other facts, the parties are not bound to the provisions of this Agreement prior to full and final execution of this document by all parties.

(d) Severability. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(e) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Koch without the prior express written consent of City. Notwithstanding the foregoing, this Agreement may be assigned without prior consent of City, but upon prior written notice to City, in the following instance: by Koch in the event of the sale of all or substantially all of the assets of Koch, or to any successor of Koch by merger, consolidation, joint venture, reorganization or similar change, or to any entity which controls, is controlled by, or is under common control with Koch.

(f) Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only Koch, but to any and all successors and assigns.

(g) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as a party hereto may designate in written notice transmitted in accordance with this provision.

**City**

City Manager  
City of Fairfield  
5350 Pleasant Avenue  
Fairfield, Ohio 45014

**Koch**

Todd Jurek  
Koch Foods, Inc.  
1300 Higgins Road  
Park Ridge, Illinois 60068

(h) City makes the following representations and warranties: (i) City has the requisite authority to enter into this Agreement, (ii) no further approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by City.



IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2021 and Koch Foods of Cincinnati, LLC, by Todd Jurek, its Vice President Supply Chain has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

Witness:

City of Fairfield

\_\_\_\_\_

\_\_\_\_\_

Donald G. Bennett  
Acting City Manager

Witness:

Koch Foods of Cincinnati, LLC

\_\_\_\_\_

\_\_\_\_\_

Todd Jurek  
Vice President Supply Chain

Approved as to Form:

Approved as to Content:

\_\_\_\_\_

\_\_\_\_\_

John H. Clemmons  
Fairfield City Law Director

Gregory Kathman  
Fairfield Development Services Director

**FISCAL OFFICER'S CERTIFICATE**

As fiscal officer for the City of Fairfield, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 *et seq.*

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Jacob Burton, Director of Finance  
City of Fairfield, Ohio

# EXHIBIT A

## CONCEPTUAL PLAN



ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH KOCH FOODS OF CINCINNATI, LLC, WHICH WILL PROVIDE FOR MUNICIPAL ASSISTANCE AND PUBLIC UTILITY IMPROVEMENT COMMITMENTS TO SUPPORT EXPANSION OF THE EXISTING MANUFACTURING CAMPUS OF KOCH FOODS LOCATED ON COMMERCE CENTER DRIVE AND PORT UNION ROAD AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute a Development Agreement with Koch Foods of Cincinnati, LLC which will provide for municipal assistance and public utility improvement commitments to support expansion of the existing manufacturing campus of Koch Foods located on Commerce Center Drive and Port Union Road in accordance with the agreement on file in the office of the Acting City Manager.

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

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

Attachment: Koch Foods-Ord (2965 : Development Agreement for Koch Foods)



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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Koch Foods-Ord

Attachment: Koch Foods-Ord (2965 : Development Agreement for Koch Foods)



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

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

**Subject:**

CRA Tax Abatement for Koch Foods

**Legislation Title:**

Ordinance to authorize the Acting City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement, which will provide property tax incentives for Koch Foods of Cincinnati, LLC, to include an expansion to its campus located on Commerce Center Drive and Port Union Road and declaring an emergency.

**Recommendation:**

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

**Background/Synopsis:**

Koch Foods, a private company operating locally at 4100 Port Union Road, is a vertically integrated poultry products manufacturer. The company began operating in Fairfield in 1999 and has seen steady growth and multiple expansions, the largest of which was completed in 2016. The company is the city's largest public utilities user and the city's largest industrial employer. The current Koch Foods campus encompasses more than 45 acres and currently accommodates seven chicken production lines. Koch Foods proposes to erect a second manufacturing building on an 18.1 acre parcel directly north of its existing campus at 635 Commerce Center Drive.

Initially, the expansion would accommodate two new production lines (Phase 1), with provisions for additional production lines in the future (Phase 2). This CRA agreement supports the Phase 1 project scope.

Should this project proceed, the total building investment for the expansion is estimated at \$140 million. The company also estimates investment of \$80 million in new machinery and equipment. Koch Foods will retain 1,190 full-time existing jobs and will create at least 400 new full-time jobs within two years of completion of the building construction, for a total of 1,590 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately \$60 million.

Approval of the ordinance would authorize the Acting City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide an 10-year, 75% property tax incentive on the assessed value of the expansion. The second agreement is a four-party Compensation Agreement. Koch Foods has agreed to compensate the Fairfield City School District and Butler Tech annually in the amounts of 30% and 0.5%,

respectively, of the property tax abatement each year during the life of the tax exemption. The Board of Education of the Fairfield City School District considered the agreement at its meeting on September 16, 2021.

**Financial Impact:**

Koch Foods is planning to construct approximately 402,140 additional square foot to its manufacturing campus that will increase income and property tax revenue and create new jobs in the City of Fairfield.

**Emergency Provision Explanation:**

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

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes

**Attachments:**

1. CRA Agreement - Koch Foods Merged
2. School Comp Agreement - Koch Foods
3. Koch Foods-Community Reinvestment Agr-Ord

## COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “Fairfield”) and Koch Foods of Cincinnati, LLC, with its main office located at 1300 Higgins Road, Park Ridge, Illinois 60068 (hereinafter referred to as “Koch”).

WITNESSETH;

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

WHEREAS, Koch is desirous of purchasing an approximately 18.1 acre site located at 635 Commerce Center Drive and contiguous with Koch’s existing campus at 4100 Port Union Road, both in Fairfield, Ohio, in order to expand its food preparation operations by constructing a 402,140 square feet building, including an initial two production lines and other site improvements, within the boundaries of the City of Fairfield Community Reinvestment Area to begin construction in the Fall of 2021, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

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

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

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

WHEREAS, the Development Services Director of Fairfield as Housing Officer has investigated the application of Koch Foods and has recommended the same to the City Council of Fairfield on



the basis that Koch is qualified by financial responsibility and business experience to create and preserve employment opportunities in said City of Fairfield Community Reinvestment Area and improve the economic climate of the City of Fairfield; and

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

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

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

1. Koch shall construct an approximately 402,140 square foot building at 635 Commerce Center Drive and complete other site improvements to house additional food preparation operations of Koch. Said facility and site improvements shall be constructed on part of Parcels A0700151000013, A0700151000087, and A0700151000088 as the same is known and designated on the Auditor's revised list of lots in the City of Fairfield, Butler County, Ohio (as shown in Exhibit "B");

The PROJECT will involve an estimated total building investment of One Hundred Forty Million Dollars (\$140,000,000).

The PROJECT will begin on or before October 1, 2021 and all construction and installation shall be completed by December 31, 2022;

2. Koch estimates that it will retain 1,190 existing full time equivalent employees and create the equivalent of 400 new full time equivalent employees within a time period not exceeding thirty-six (36) months after completion of the construction of the PROJECT, and will maintain these employees for the remainder of the term of this AGREEMENT.
3. Koch shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.
4. Fairfield hereby grants Koch a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code for the following number of years and percentages:

| <u>Years of Tax Exemption</u> | <u>Tax Exemption Amount (Percentage)</u> |
|-------------------------------|------------------------------------------|
|-------------------------------|------------------------------------------|

10 years

75%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2033 (for tax year 2032).

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

5. Fairfield specifically agrees to waive the fee specified in Ohio Revised Code Section 3735.671 (D).
6. Koch, as part of this agreement, and as authorized in Section 3735.671 (A)(2)(c), shall enter into a Community Reinvestment Area Compensation Agreement with the Fairfield City School District and the Butler Technology and Career Development Schools providing for annual cash payments for each year it receives the above mentioned exemption.
7. Koch shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If Koch fail to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
8. Fairfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
9. If for any reason Fairfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Koch materially fails to fulfill its obligations under this agreement and Fairfield terminated or modifies the exemptions from taxation pursuant to this agreement.
10. If Koch materially fails to fulfill their obligations under this agreement or if Fairfield determines that the certification as to delinquent taxes required by this agreement is fraudulent, Fairfield may terminate or modify the exemptions from taxation granted under this agreement. Fairfield may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
11. Koch hereby certifies that at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapter 5733.,

5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, Koch currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Koch. For the purposes of the certification, delinquent taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the revised code governing payment of those taxes.

12. Koch and Fairfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Fairfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. Fairfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Koch is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Koch, any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.
15. This agreement is not transferable or assignable without the express written approval of Fairfield.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. \_\_\_\_\_ has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and Koch by Todd Jurek, its Vice President Supply Chain, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness:

CITY OF FAIRFIELD, OHIO

By \_\_\_\_\_  
Donald G. Bennett, Acting City Manager

KOCH FOODS OF CINCINNATI, LLC

By \_\_\_\_\_  
Todd Jurek, Vice President Supply Chain

Approved as to form:

Approved as to content:

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

\_\_\_\_\_  
Greg Kathman  
Fairfield Development Services Director

Attachment: CRA Agreement - Koch Foods Merged (2967 : CRA Tax Abatement for Koch Foods)



**Exhibit A****CRA APPLICATION**

Mike DeWine  
Governor

**OHIO DEPARTMENT OF DEVELOPMENT  
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM**

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

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

**Enterprise 1**

Koch Foods Inc.  
enterprise name

Todd Jurek  
contact person

847-292-7814  
telephone number

1300 Higgins Rd.  
Park Ridge, IL 60068  
address

Delaware

State that company was incorporated in

**Enterprise 2**

\_\_\_\_\_  
enterprise name

\_\_\_\_\_  
contact person

\_\_\_\_\_  
telephone number

\_\_\_\_\_  
address

\_\_\_\_\_  
State that company was incorporated in

- 1b.

Project site:

**Enterprise 1**

Brian Reisen  
contact person

513-874-3500 Ext. 2601  
telephone number

4100 Port Union Rd. Fairfield, Ohio 45014  
address

Attachment: CRA Agreement - Koch Foods Merged (2967 : CRA Tax Abatement for Koch Foods)

**Enterprise 2**\_\_\_\_\_  
contact person\_\_\_\_\_  
telephone number\_\_\_\_\_  
address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).  
Food Processing - Chicken
- 2b. List primary 6 digit NAICS # 311615  
Business may list other relevant SIC numbers.
- 2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)  
  
N/A
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).  
  
Corporation
3. Name of principal owner(s) or officers of the business (attach list if necessary).  
  
Joe Grendys, President/CEO  
Mark Kaminsky, COO
4. Is business seasonal in nature? Yes \_\_\_ No X
- 5a. State the enterprise's current employment level at the proposed project site:  
  
1,281 as of 2020
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact Ohio Department of Development early in the discussions.  
  
Yes \_\_\_\_\_ No X
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:  
  
\_\_\_\_\_
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and

permanent and temporary employees):

1,281 Yr. End 2020

- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: NA
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?  
NA
- 6a. Has the Enterprise previously entered into a tax incentive agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ☒ No ☐
- 6b. If yes, list the local legislative authorities, date, and term of the incentives for each tax incentive agreement: 1999: 60% Property Tax Abatement & 60% Abatement on Tangible Personal Property. 2012: 10-Year 75% Property Abatement.
7. Does the Enterprise owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes ☐ No ☒
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.  
Yes ☐ No ☒
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary). \_\_\_\_\_
8. Project Description (attach additional pages if necessary):  
402,140 Sq.Ft. Processing Plant to Begin With 2 Processing Lines With 2 Additional Lines For Expansion. Includes Freezer, Dry Storage, Cooler and Employee Welfare Areas.
9. Project will begin August 2021 and be completed Late 2022  
provided a tax exemption is provided.
- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 400 New Jobs  
\_\_\_\_\_  
\_\_\_\_\_
- 10b. State the time frame of this projected hiring: 3 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): 200 Year 1; 100 Year 2; 100 year 3

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

|               |                       |
|---------------|-----------------------|
| \$ 14,832,000 | Full Time (permanent) |
| \$ _____      | Part Time (temporary) |
| \$ _____      | Permanent             |
| \$ _____      | Temporary             |

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

\$ 46,000,000 (The annual payroll of existing Ohio jobs before expansion into a new facility in the City of Fairfield.)

12. Market value of the existing facility as determined for local property taxation.  
\$29,418,440 \_\_\_\_\_

13a. Business's total current investment in the facility as of the proposal's submission.  
\$192,086,995 \_\_\_\_\_

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average dollar value per most recent 12 month period) in which the agreement is entered into (baseline inventory):  
\$ NA

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

|    |                                      |                       |
|----|--------------------------------------|-----------------------|
| A. | Acquisition of Land/Buildings:       | \$ 300,000            |
| B. | Additions/New Construction:          | \$ 120,000,000        |
| C. | Improvements to existing buildings:  | \$ 20,000,000         |
| D. | Machinery & Equipment:               | \$ 80,000,000         |
| E. | Furniture & Fixtures:                | \$ _____              |
| F. | Inventory:                           | \$ _____              |
|    | <b>Total New Project Investment:</b> | <b>\$ 220,300,000</b> |

15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)  
Chicken Industry Is Very Competitive With Low Margins. Prefer Expansion in Fairfield  
But Getting Competitive Quotes From 3-4 Other States.



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

Applicant agrees to supply additional information upon request.

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

|                                                         |                                                                                         |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <p><u>Koch Foods Inc.</u></p> <p>Name of Enterprise</p> | <p><u>July 28, 2021</u></p> <p>Date</p>                                                 |
| <p><u>[Signature]</u></p> <p>Signature</p>              | <p><u>R. Todd Jurek</u></p> <p>Typed Name and Title</p> <p><u>V.P. Supply Chain</u></p> |

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

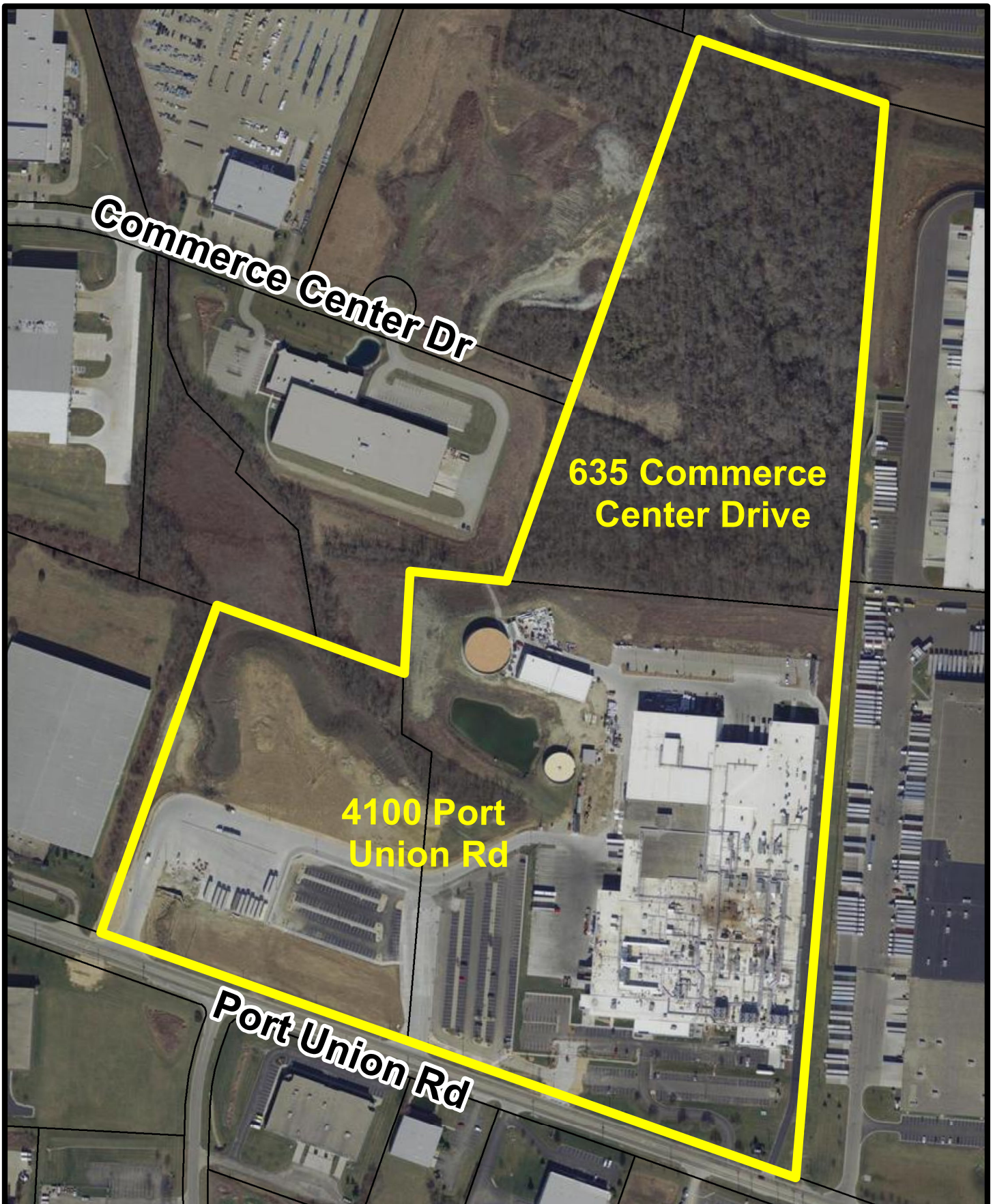
\*\* Attach to final CRA Agreement as Exhibit A

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

Attachment: CRA Agreement - Koch Foods Merged (2967 : CRA Tax Abatement for Koch Foods)

# EXHIBIT B

635 Commerce Center Drive & 4100 Port Union Road



Attachment: CRA Agreement - Koch Foods Merged (2967 : CRA Tax Abatement for Koch Foods)

## COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “Schools”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), and Koch Foods of Cincinnati, LLC, with its main office located at 1300 Higgins Road, Park Ridge, Illinois 60068 (hereinafter referred to as “Koch”), specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Koch Foods Community Reinvestment Area project.

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

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

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

**Whereas**, City provided Schools and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the Schools approved the exemption pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2021;

**Whereas**, City has elected, pursuant to Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2021, to grant a tax exemption to Koch and enter into a formal Community Reinvestment Area Agreement; and

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

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

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



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

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

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

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

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

|              |                                                                                |
|--------------|--------------------------------------------------------------------------------|
| City:        | City Manager<br>5350 Pleasant Avenue, Fairfield, Ohio 45014                    |
| Schools:     | Treasurer<br>4641 Bach Lane, Fairfield, Ohio 45014                             |
| Butler Tech: | Chief Financial Officer<br>3603 Hamilton Middletown Road, Hamilton, Ohio 45011 |
| Koch:        | Chief Financial Officer<br>1300 Higgins Road, Park Ridge, Illinois, 60068      |

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

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



**In witness thereof**, the City of Fairfield by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and Koch Foods of Cincinnati, LLC by Todd Jurek, its Vice President Supply Chain, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness:

FAIRFIELD CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_  
Nancy Lane, Treasurer

KOCH FOODS OF CINCINNATI, LLC

By \_\_\_\_\_  
Todd Jurek, Vice President Supply Chain

BUTLER TECHNOLOGY AND CAREER  
DEVELOPMENT BOARD OF  
EDUCATION

By \_\_\_\_\_  
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By \_\_\_\_\_  
Donald G. Bennett, Acting City Manager

Approved as to content:

\_\_\_\_\_  
Greg Kathman  
Fairfield Director of Development Services

Approved as to form:

\_\_\_\_\_  
John H. Clemmons  
City of Fairfield Law Director

Attachment: School Comp Agreement - Koch Foods (2967 : CRA Tax Abatement for Koch Foods)

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR KOCH FOODS OF CINCINNATI, LLC TO INCLUDE AN EXPANSION TO ITS CAMPUS LOCATED ON COMMERCE CENTER DRIVE AND PORT UNION ROAD AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement which will provide property tax incentives for Koch Foods of Cincinnati, LLC, to include an expansion to its campus located on Commerce Center Drive and Port Union Road in accordance with the agreements on file in the office of the Acting City Manager.

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

Passed \_\_\_\_\_  
 \_\_\_\_\_ Mayor's Approval

Posted \_\_\_\_\_

First Reading \_\_\_\_\_ Rules Suspended \_\_\_\_\_

Second Reading \_\_\_\_\_ Emergency \_\_\_\_\_

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Koch Foods-Community Reinvestment Agr-Ord

Attachment: Koch Foods-Community Reinvestment Agr-Ord (2967 : CRA Tax Abatement for Koch Foods)



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Tiphannie Mays,  
 Submitting Department: Parks

**Subject:**

Harbin Park Overlook Pavilion Structure

**Legislation Title:**

Ordinance to authorize the Acting City Manager to enter into a contract with Gametime for the purchase of a custom built ICON pavilion for Harbin Park and declaring an emergency.

**Recommendation:**

It is recommended that City Council authorize an appropriation in the amount of \$220,495.00 for the purchase of the 31'x51' custom built pavilion. Rules suspension is being requested in order to expedite the purchase due to the 30-day price quote and to coordinate delivery with the construction. The purchase of this equipment is programmed in the 2021 CIP as 1PR10 through the Federal Purchasing Contract with OMNIA Partners.

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

In response to the growing tourism in the county, this project will be an effective and coordinated response to the region's needs by attracting regional and national events in partnership with the Butler County Visitor's Bureau. Economically, the renovations will also benefit our retention and attraction efforts for seeking a quality mix of businesses and residents in an effort to sustain our financial base. Master planning done by the Fairfield Parks and Recreation Department with the assistance of Brandstetter Carroll, Inc. identified several areas of Harbin Park that would benefit from improvements and renovations with current and meaningful amenities to meet the needs of our demanding patronage.

In the 2021 Capital Improvement Program the purchase of a pavilion structure for the overlook renovation project was identified as a key component to the renovation. The specifications and quote for these items are attached. It is necessary for City Council to authorize an appropriation for the purchase of the pavilion in order to time the production of the pavilion with the reconstruction of the area. The equipment is being purchased from ICON Shelters and Pavilions, through the Federal Purchasing Contract with OMNIA Partners.

The Parks and Recreation Board reviewed this project at their meeting of September 21, 2021, and passed Resolution 2021-11 in support of this project and is included as reference.



**FINANCIAL IMPACT:** An appropriation of \$220,495.00 will be needed to purchase the structure.

**EMERGENCY PROVISION EXPLANATION:**

In order to take advantage of the 30-day price quote and to coordinate the delivery of the structure in a coordinated fashion with the construction, a suspension of rules and emergency provision is being requested.

**RULE SUSPENSION REQUESTED:** Yes

**EMERGENCY PROVISION NEEDED:** Yes

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes

**Attachments:**

1. Ansley Pavilion 1
2. Harbin Shelter Drawings IN31x51TM-P12-20-90-150\_71409 (1)
3. Harbin Shelter Quote#1015309142021
4. Resolution 2021-11 Harbin Pavilion
5. ICON Shelters and Pavilions-Ord



Attachment: Ansley Pavilion 1 (2970 : Harbin Park Overlook Pavilion Structure)

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1455 LINCOLN AVE.  
HOLLAND MI, 49423  
  
616.396.0919  
800.748.0985  
616.396.0944 FX

Elevation

DRAWN BY:  
ACP

DATE:  
6/4/2021

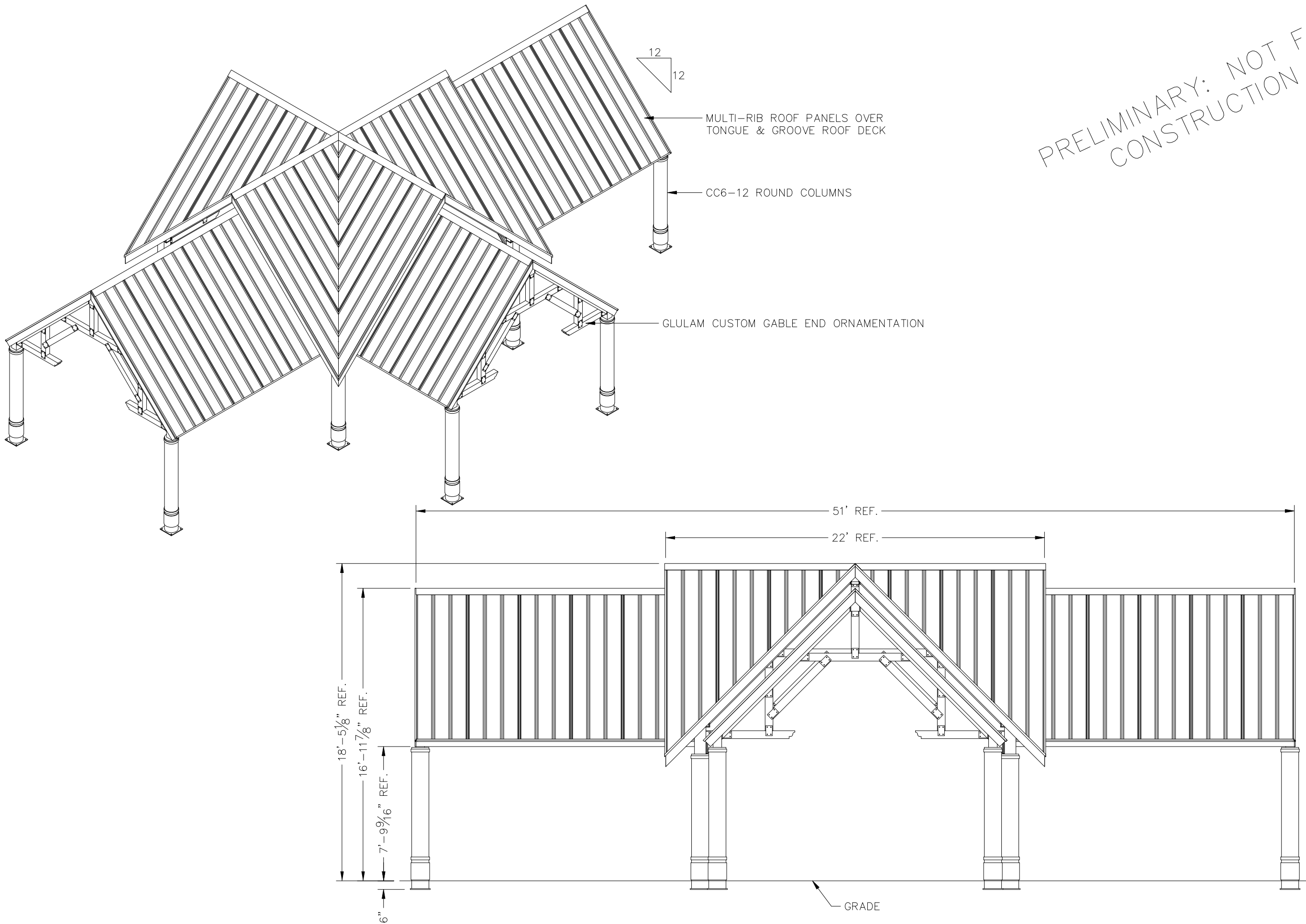
PRELIMINARY ID:  
71409

REVISION:  
A

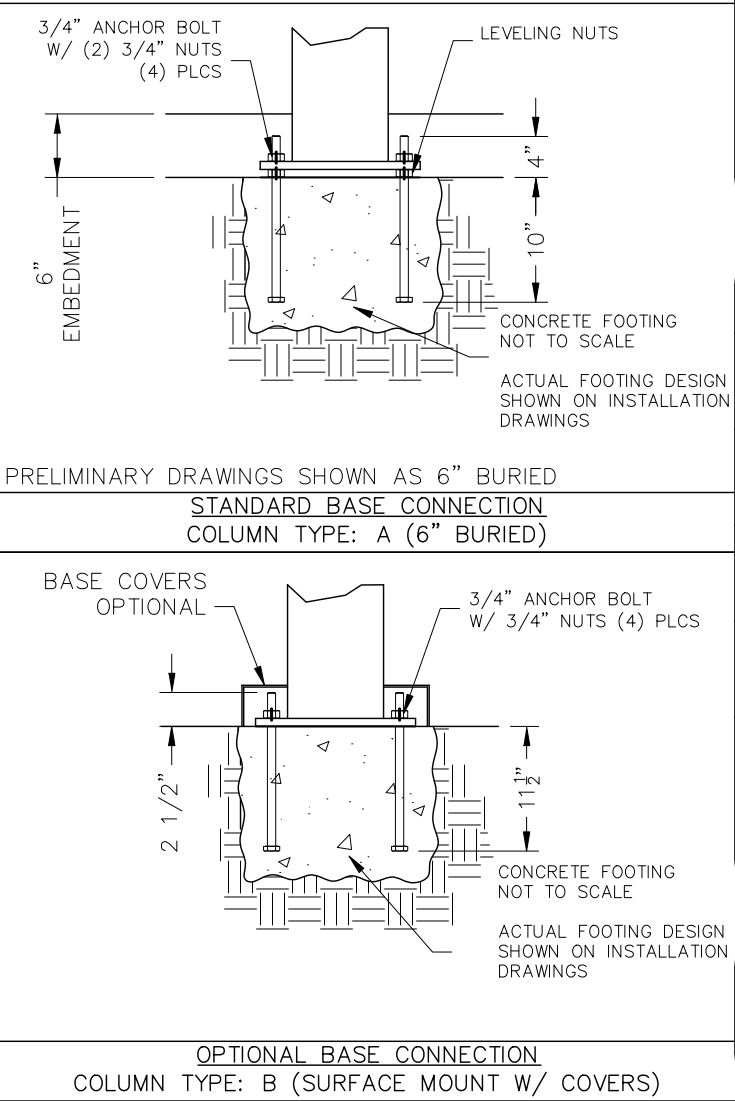
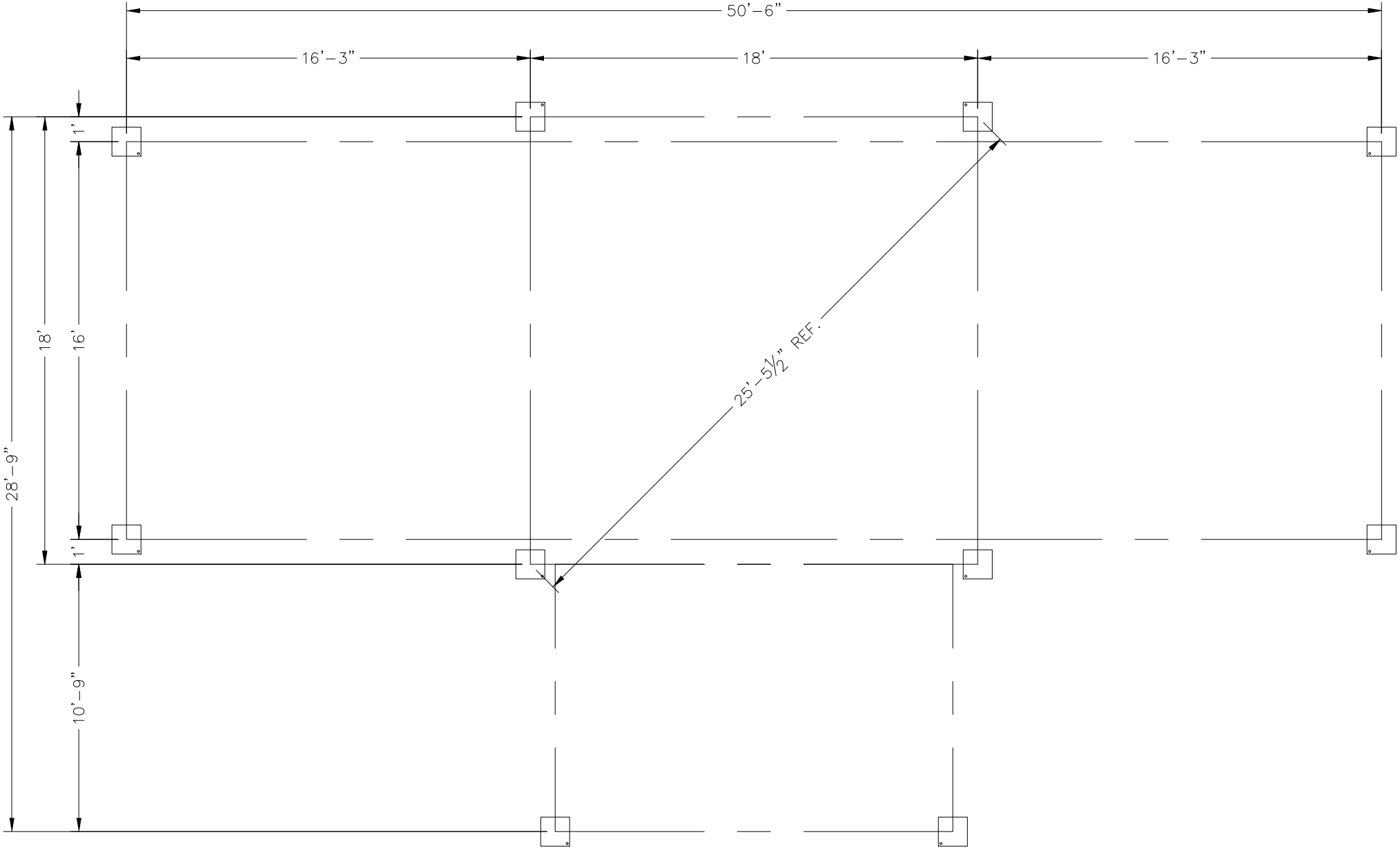
BUILDING TYPE:  
IN31X51TM-P12

PROJECT NAME:

SHEET  
1.0







11.C.1.b

ICON

Shelter Systems Inc

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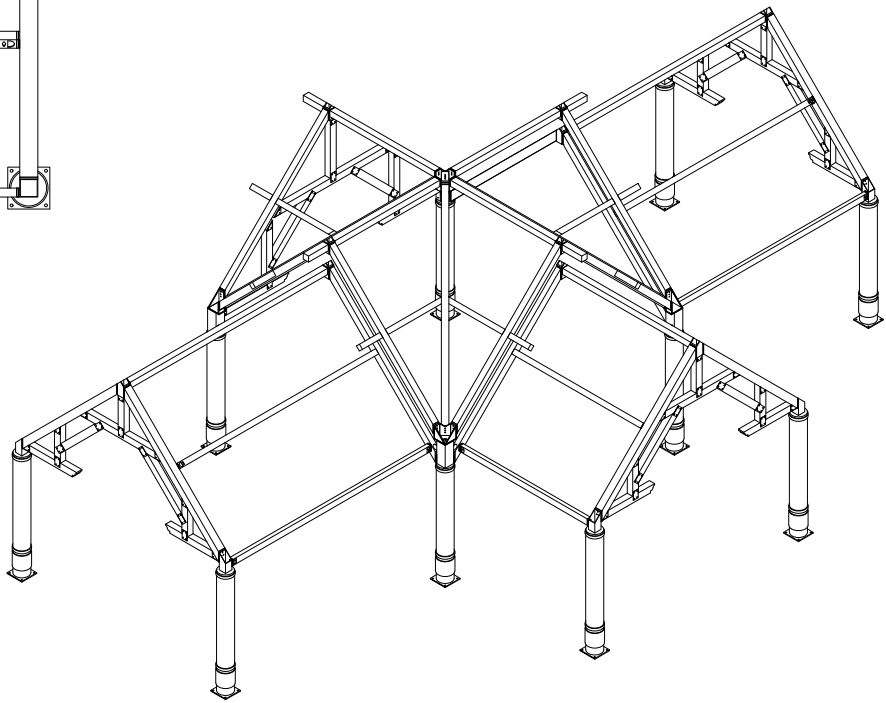
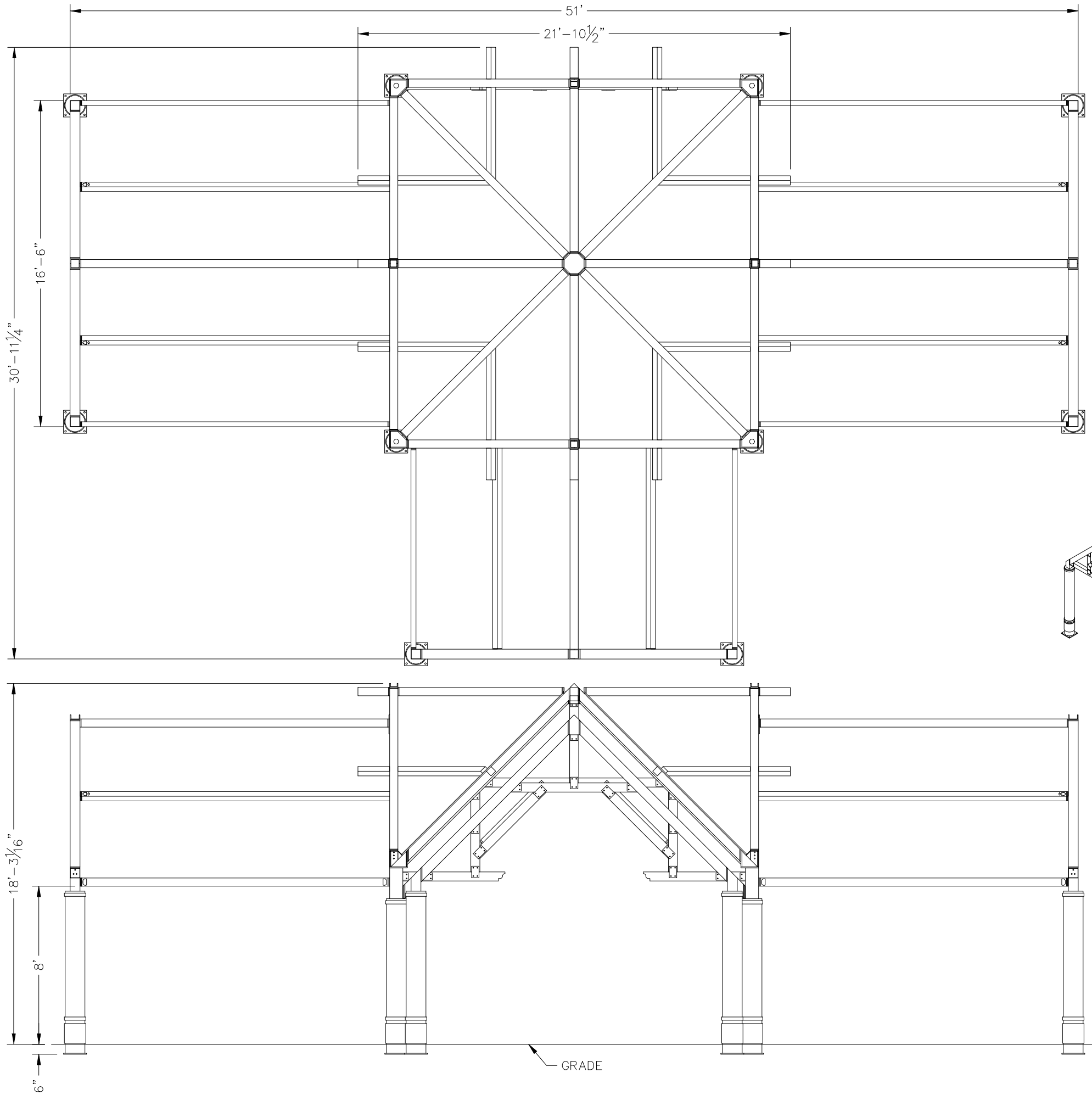
616.396.0919  
800.748.0985  
616.396.0944 FX

PRELIMINARY: NOT FOR  
CONSTRUCTION

Anchor Bolt Layout

|                 |
|-----------------|
| DRAWN BY:       |
| ACP             |
| DATE:           |
| 6/4/2021        |
| PRELIMINARY ID: |
| 71409           |
| REVISION:       |
| A               |
| BUILDING TYPE:  |
| IN31X51TM-P12   |
| PROJECT NAME:   |





PRELIMINARY: NOT FOR CONSTRUCTION

ALL STRUCTURAL COMPONENTS WILL BE:  
TUBE: ASTM A500 GRADE B  
PLATE: ASTM A36  
BOLTS: ASTM A325  
NUTS: ASTM A563  
WELDING: GMAW

NOTE:  
COLUMN SIZE: CC6-12 WELDMENT

11.C.1.b

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616.396.0919  
800.748.0985  
616.396.0944 FX

Frame

DRAWN BY:

ACP

DATE:

6/4/2021

PRELIMINARY ID:

71409

REVISION:

A

BUILDING TYPE:

IN31X51TM-P12

PROJECT NAME:

SHEET

3.0

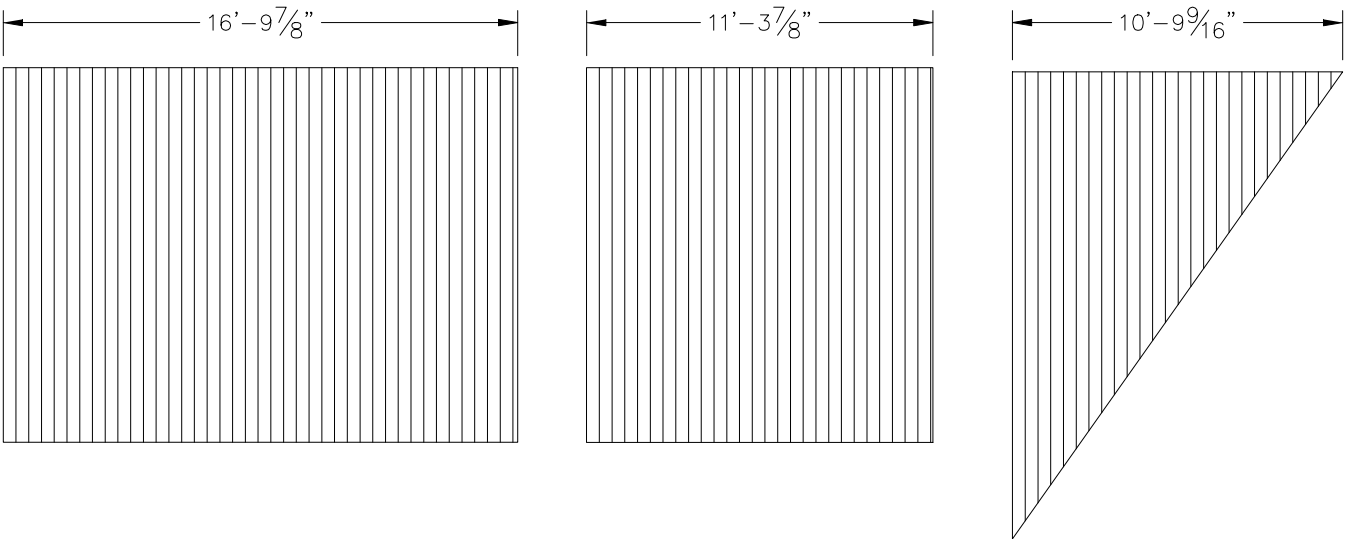
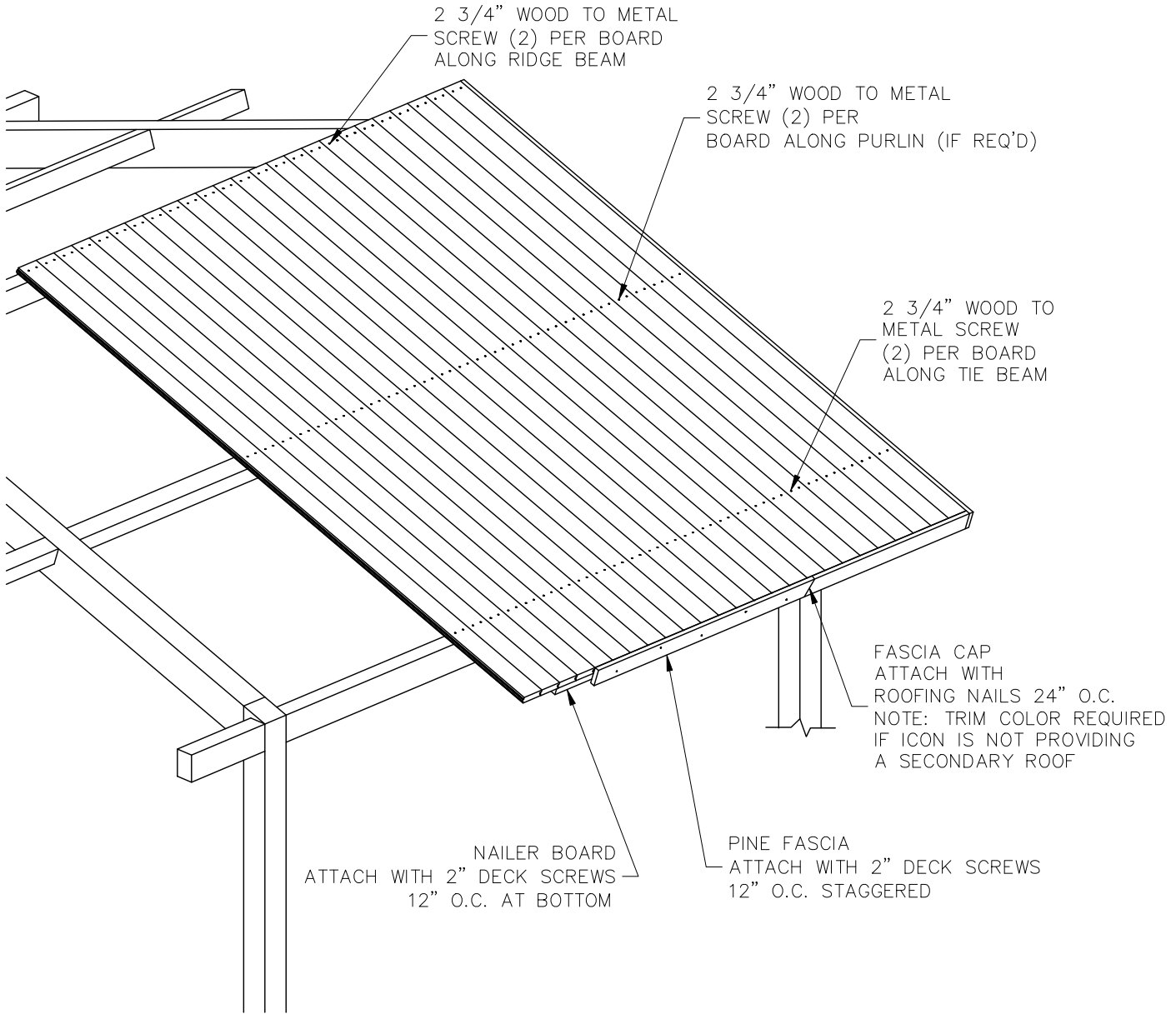
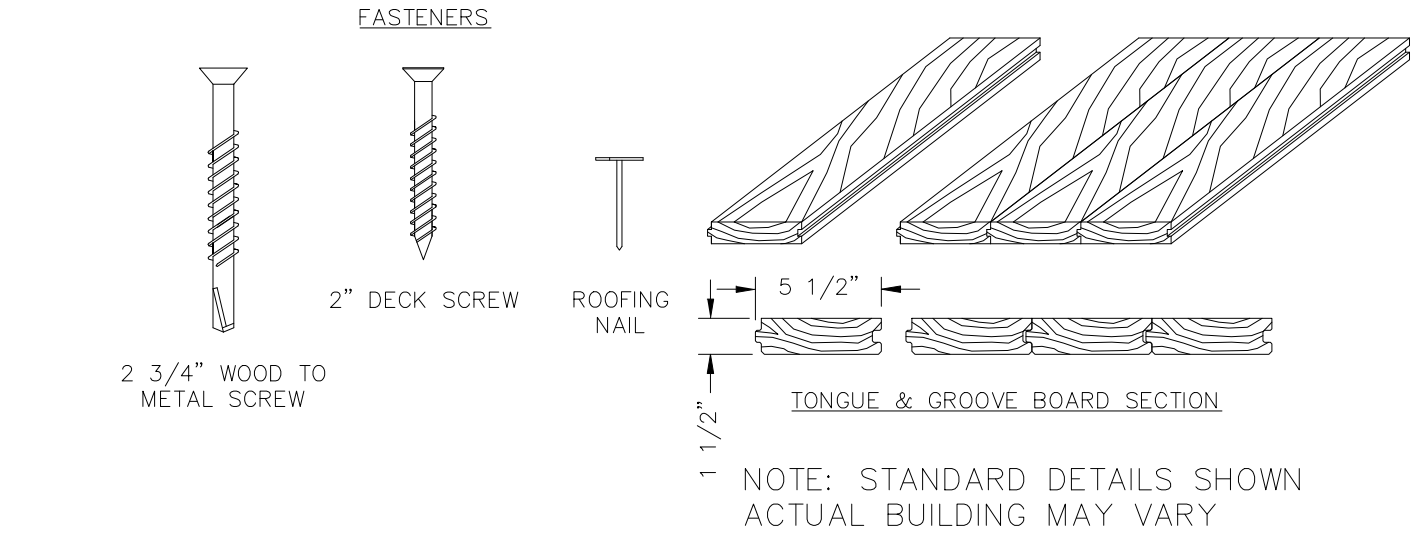
Engineering\AcadStandard\Blocks\Titles\ICONPRETB QF-73-01-42

Packet Pg. 133

Attachment: Harbin Shelter Drawings IN31x51TM-P12-20-90-150\_71409 (1) (2970 : Harbin Park Overlook Pavilion Structure)

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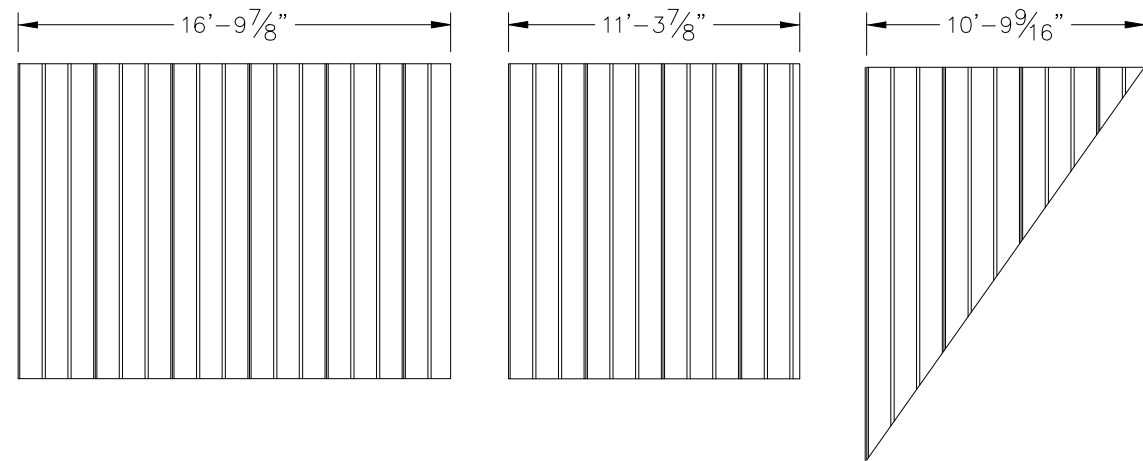
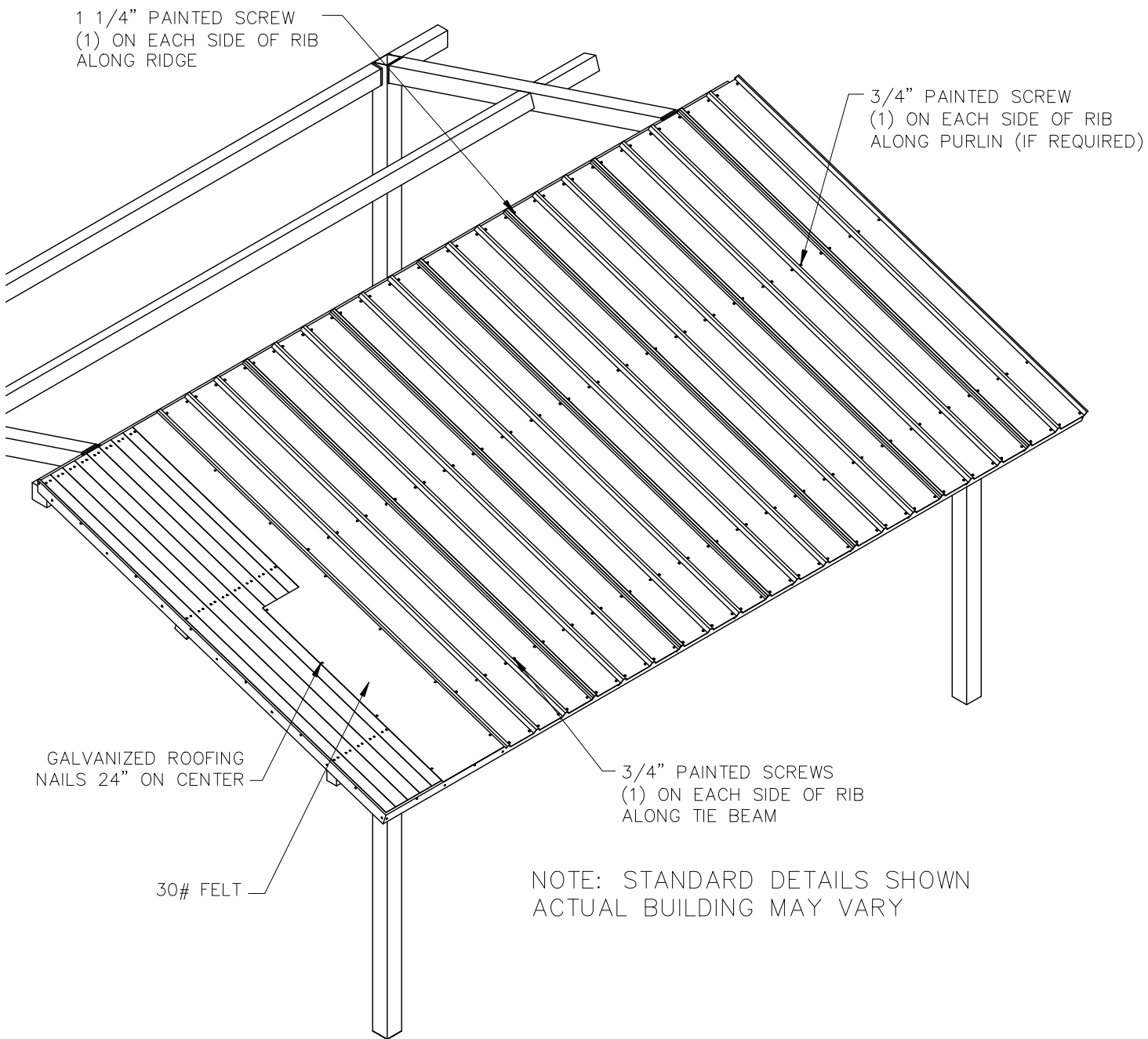
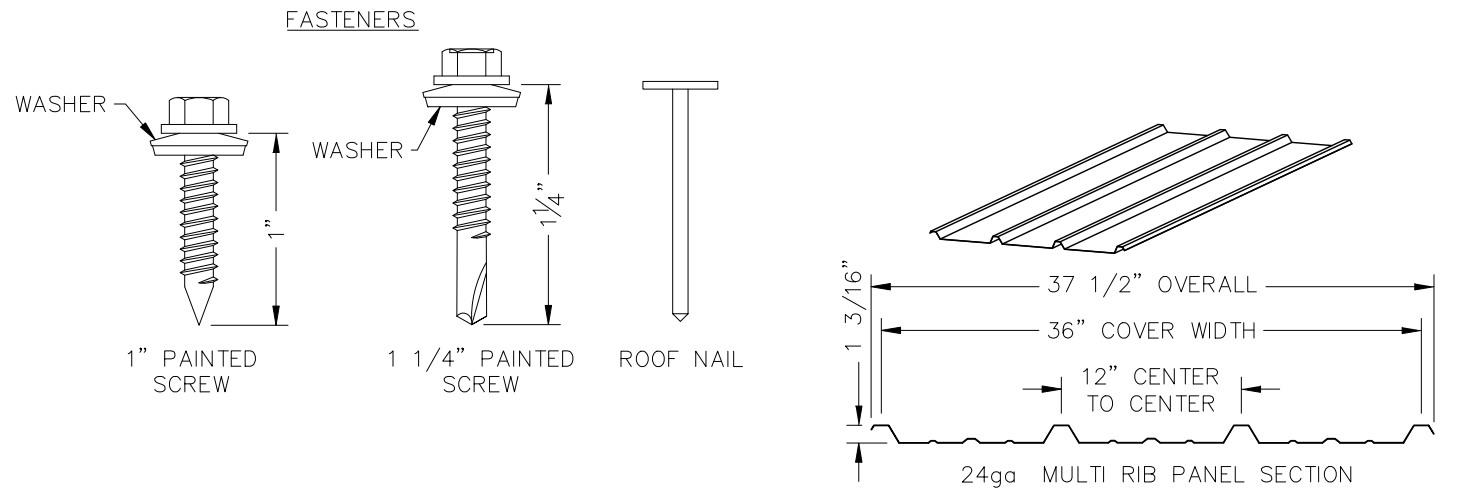
PRELIMINARY: NOT FOR  
CONSTRUCTION



Roof Layout

|                 |
|-----------------|
| DRAWN BY:       |
| ACP             |
| DATE:           |
| 6/4/2021        |
| PRELIMINARY ID: |
| 71409           |
| REVISION:       |
| A               |
| BUILDING TYPE:  |
| IN31X51TM-P12   |
| PROJECT NAME:   |

SHEET  
4.0



PRELIMINARY: NOT FOR  
CONSTRUCTION

11.C.1.b

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800.748.0985  
616.396.0944 FX

Roof Layout

|                 |
|-----------------|
| DRAWN BY:       |
| ACP             |
| DATE:           |
| 6/4/2021        |
| PRELIMINARY ID: |
| 71409           |
| REVISION:       |
| A               |
| BUILDING TYPE:  |
| IN31X51TM-P12   |
| PROJECT NAME:   |

SHEET  
4.1

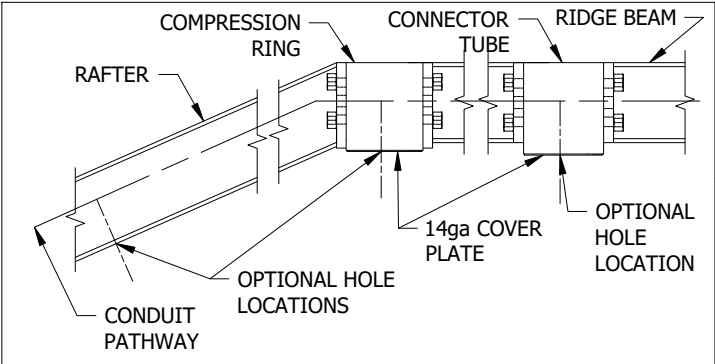
# ELECTRICAL INFORMATION - INTERVAL

ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE Ø1/2" CONDUIT WITH A Ø3" INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

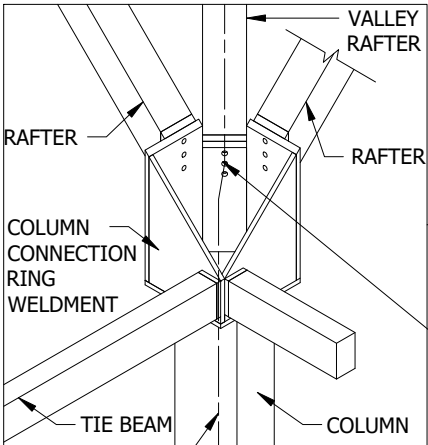
PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

**OPTIONAL EXIT HOLES**  
IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE RIDGE BEAM AND/OR CONNECTOR TUBE WITH 14ga COVER PLATE AS SHOWN (CHARGES APPLY) USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.



DETAIL B



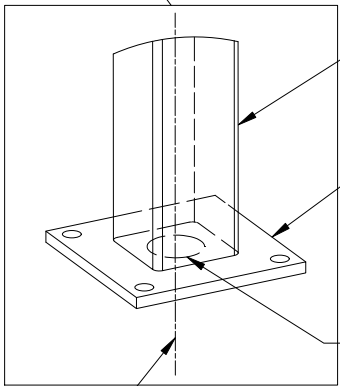
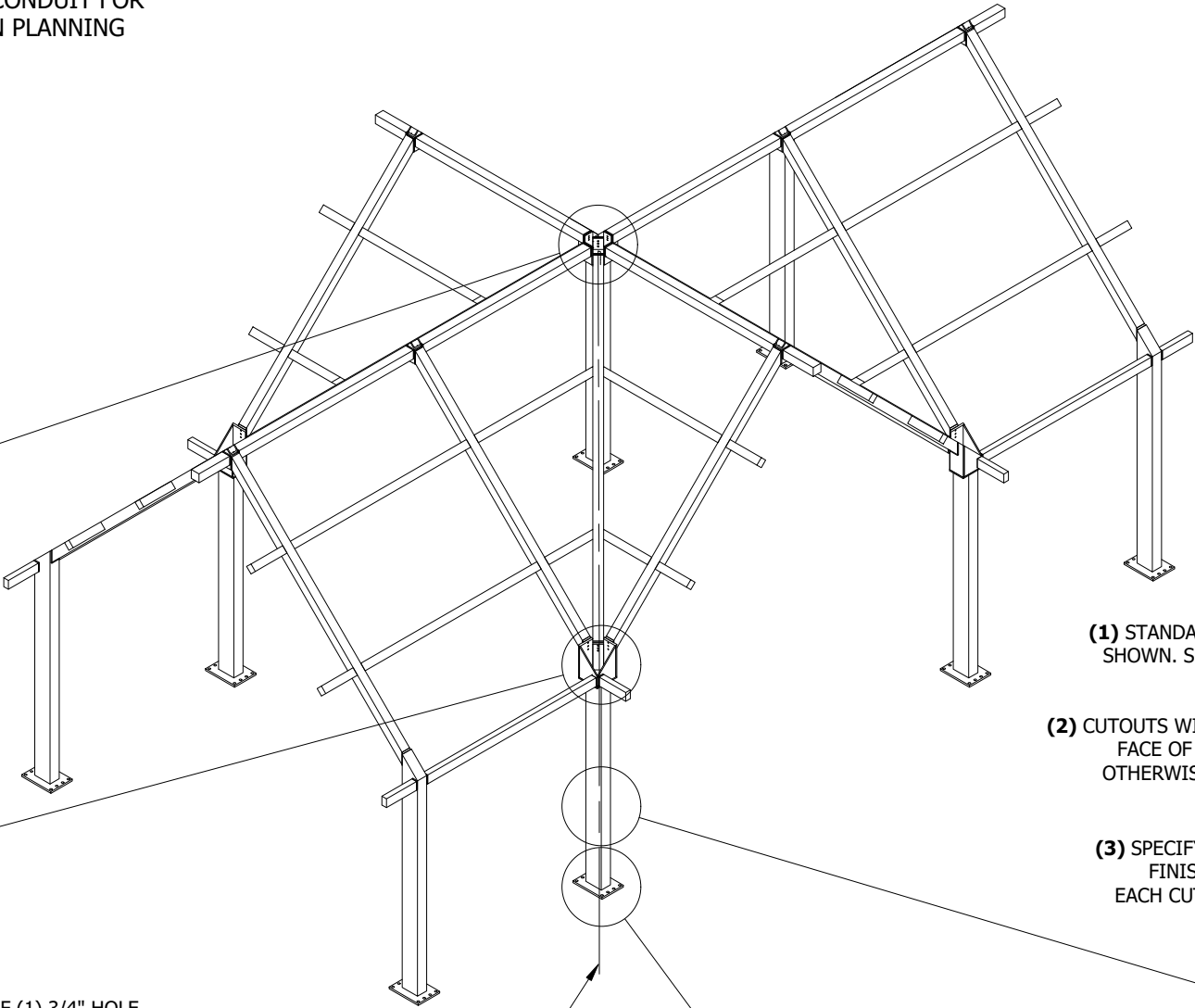
DETAIL A

ICON PROVIDES A MINIMUM OF (1) 3/4" HOLE AT EACH CONNECTION FOR 1/2" CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE: (CHARGES APPLY)

- ☐ 3/4" CONDUIT (1" HOLES)
- ☐ 1" CONDUIT (1 1/4" HOLES)
- ☐ OTHER (PLEASE SPECIFY)

NOTE: BUILDING DEPICTED ON THIS SHEET FOR ILLUSTRATION PURPOSES ONLY. ACTUAL LAYOUT AND FRAME MEMBER QUANTITIES VARY BY DESIGN. PLEASE REFER TO ELEVATION AND FRAME SHEETS IN THIS PRELIMINARY FOR ORDER-SPECIFIC CONFIGURATION.

PRELIMINARY: NOT FOR CONSTRUCTION

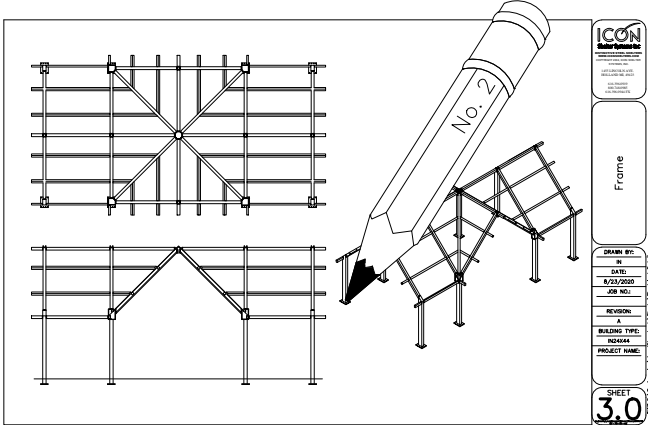


CONDUIT (NOT BY ICON)

BASE DETAIL

- STEPS:**
1. CONDUIT HOLE SIZE (DETAIL A)
  2. ELECTRICAL EXIT HOLES (DETAIL B)
  3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
  4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

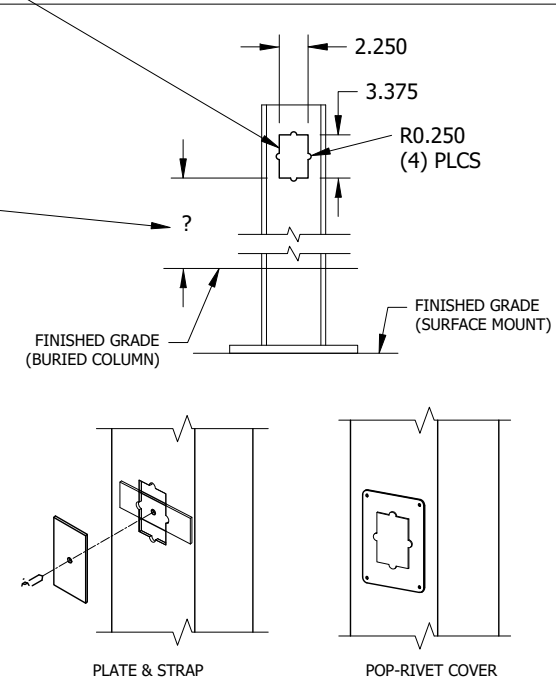
IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.



DETAIL D

**OPTIONAL CUTOUTS**  
USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY) SEE REQUIRED INFO BELOW

- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.
- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.
- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN



DETAIL C

- (4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY)  
PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:
- ☐ PLATE & STRAP
  - ☐ POP-RIVET COVER PLATE
- HOW MANY REQUIRED? \_\_\_\_\_

11.C.1.b

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800.748.0985  
616.396.0944 FX

Electrical

DRAWN BY:

ACP

DATE:

6/4/2021

PRELIMINARY ID:

71409

REVISION:

A

BUILDING TYPE:

IN31X51TM-P12

PROJECT NAME:

SHEET

5.0

Packet Pg. 136

Attachment: Harbin Shelter Drawings IN31x51TM-P12-20-90-150\_71409 (1) (2970 : Harbin Park Overlook Pavilion Structure)







P.O. Box 208 Harrison, OH 45030  
Toll Free 800-762-7936  
Fax 330-821-4505  
www.dwarec.com  
info@dwarec.com

09/11  
11.C.1.c  
Quote #101534-01-07

## Harbin Park, Fairfield Ohio - ICON Interval Shelter, 31' x 51' - Roof Pitch Updated

### Comments

#### ADD-ON ( electrical Cut-Outs in Columns )

Please indicate the quantity of electrical cut-outs needed and **ADD \$ 65.00 per each**  
initial below to accept this add-on

Quantity; \_\_\_\_\_ Initial here to accept add-on: \_\_\_\_\_

Additional Installation Fees for installer to run conduit up thru footers during installtion of footers ..... **ADD \$ 350.00**

initial here to accept Add-On: \_\_\_\_\_

PRICING SHOWN INCLUDES FREIGHT

### Install Terms/Conditions

The above pricing is based on installation over existing natural earth and does not include any site work. Acceptance of delivery, unloading of materials, and inventory will be done by the installer. Any existing wood chips, asphalt, or equipment in the area where the new structure will be located must be removed by the owner. The area site would need to be relatively level prior to installation. Also, an area would need to be provided for the disposal of excess dirt created when augering holes. IF spoils are to be hauled offsite by the installer there will be additional charges. The above pricing is based on prevailing wage rates.

Please note you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two-week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

**NOTE: Rock, poor soil conditions or water encountered in excavation may incur additional charges. Pricing is based on manufacturers standard footing detail. if this changes price may also change.**

**Pricing is valid for 30 days. Please request a new price after that time.** Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

**Payment terms: 50% deposit due at time of order with remaining balance due net 30 Days.** A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

**OMNIA Partners Contract Number: 2017001134**

**To order:** Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

**This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Omnia Partners Purchase Orders** must be made out to:

GameTime  
c/o DWA Recreation, Inc.  
P.O. Box 208  
Harrison, OH 45030

**ICON Shipping Time:** Anchor Bolts ship 2-3 weeks, Shelter 8-10 weeks, After Receipt of Approved Submittal Drawings. Please verify current lead times when placing order. Allow 3-5 days for actual transit time.

**Short Ship Claims:** Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

Attachment: Harbin Shelter Quote#1015309142021 (2970 : Harbin Park Overlook Pavilion Structure)



P.O. Box 208 Harrison, OH 45030  
Toll Free 800-762-7936  
Fax 330-821-4505  
www.dwarec.com  
info@dwarec.com

09/11.C.1.c  
Quote #101534-01-07

## Harbin Park, Fairfield Ohio - ICON Interval Shelter, 31' x 51' - Roof Pitch Updated

**We are NOT responsible for building permits and/or any other fees**  
**Order Information:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

eMail: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

Project/Site Location: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

Coordinates or Description of Location: \_\_\_\_\_

### Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. No: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Purchase Amount: **\$199,840.00**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Customer Signature

Quote prepared by: Sally Gansel

**Sales Representative: Bob Greiwe**

Attachment: Harbin Shelter Quote#1015309142021 (2970 : Harbin Park Overlook Pavilion Structure)

# FAIRFIELD PARKS AND RECREATION BOARD

**BE IT RESOLVED** by the Fairfield Parks and Recreation Board that the Acting City Manager is authorized to enter into an agreement with ICON Shelters and Pavilion for the purchase of a custom-built structure for the Harbin Park Overlook Renovation Project through the Federal Purchasing Contract with OMNIO Partners.

| ROLL CALL     | YES                                 | NO                       |
|---------------|-------------------------------------|--------------------------|
| Douglas Meece | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Gwen Ritchie  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Leslie Besl   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Paul Assum    | <input type="checkbox"/>            | <input type="checkbox"/> |
| Scott Clark   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dan Prior     | <input type="checkbox"/>            | <input type="checkbox"/> |

*Doug Meece*, Chairman / Doug Meece

*Molly McGraw*, Secretary / Molly McGraw

**Resolution:** \_\_\_\_\_ 2021-11 Harbin Park Pavilion Contract \_\_\_\_\_

**Date:** \_\_\_\_\_ 09/21/2021 \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH GAMETIME FOR THE PURCHASE OF A CUSTOM BUILT ICON PAVILION FOR HARBIN PARK AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to enter into a contract with Gametime for the purchase of a custom built ICON pavilion for Harbin Park in accordance with the contract on file in the office of the Acting City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City is able to accept the thirty (30) day price quote; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Brad Williams,  
 Submitting Department: Parks

**Subject:**

Golf Cart Lease Agreement

**Legislation Title:**

Ordinance to authorize the Acting City Manager to enter into agreements with Mid Ohio Golf Car, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses and Vantage Tag Systems for golf cart GPS trackers and declaring an emergency.

**Recommendation:**

**Background/Synopsis:** It is necessary for the City Council to authorize the City Manager to enter into agreement with Mid Ohio Golf Car, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses and Vantage Tag Systems for the golf cart GPS trackers.

The City of Fairfield's current lease agreement for golf carts at the Fairfield Greens Golf Courses is set to expire on December 31, 2021. The City of Fairfield maintains a fleet of 70 golf carts at the Fairfield Greens South Trace and a fleet of 25 golf carts at the Fairfield Greens North Trace. The golf courses will have 3 utility carts for use as part of the agreement.

The proposed golf cart agreement with Mid Ohio Golf Car, Inc. would be a flat lease of **\$76,320.00** per year; paid in six (6) payments per year, with the initial payment beginning May 2021 (**\$12,720.00 month**). The agreement would be for three years, but the City may extend the agreement after three years with replacement of 2022 model golf carts with 2025 model golf carts.

The proposed golf cart GPS tracker agreement with Vantage Tag Systems would be a 5-year lease-service of **\$41,043.00** per year; paid monthly (**\$3,420.25 month**). Vantage agrees to provide a complete fleet swap out during the term of agreement for no charge. The agreement has an option for a sixth year.

Mid Ohio Golf Car, Inc. would provide ninety-five (95) 2022 EFI gasoline golf carts and three (3) 2022 UMax utility gasoline golf carts for the Fairfield Greens Golf Courses. Said 2022 golf carts will be delivered to the Fairfield Greens Golf Courses on or before March 1, 2022.

Vantage Tag Systems would provide 95 Vantage Tag 12" Infinity System GPS Tracker Systems for each of the ninety-five (95) golf carts, ten (10) Vantage Tag Utility Tracker Systems for use on golf maintenance equipment. Plus, an additional ten (10) Tag Trackers for utility carts and golf maintenance equipment at no charge.

At the September 21, 2021 meeting of the Fairfield Parks and Recreation Board, the Board passed Resolution 2021-12 in support of the Golf Cart Lease Agreement with Mid Ohio Golf Car, Inc. and Golf Cart GPS Tracker with Vantage Tag Systems in accordance with the proposals on file in the City Manager's office.

**RECOMMENDATION:** It is recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into agreements with Mid Ohio Golf Car, Inc. and Vantage Tag Systems, for the lease of golf carts and GPS tracker service at the Fairfield Greens Golf Courses in accordance with the proposals on file in the office of the City Manager.

**Financial Impact:** The proposed agreements would be a flat lease of **\$117,363.00** per year. The cart agreement would be for three years and the GPS tracker for 5 years, but the City may extend the golf cart agreement after three years with replacement of 2022 model golf carts with 2025 model golf carts.

**EMERGENCY PROVISION EXPLANATION:** The suspension of rules, adoption and emergency provisions are requested in order for delivery of golf carts prior to the start of 2022 season.

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes

**Attachments:**

1. MidOhioGolfCar
2. VantageTagSystems
3. Resolution 2021-12 Golf Cart Lease
4. Mid Ohio Golf Car-Ord



2333 Hebron Rd. - Heath Ohio 43056

(740)-929-4633 - Fax (740)-929-4627

## Fairfield Greens North and South Trace Golf Course

### Gas Lease Proposal

Yamaha Golf Cars are the **#1 gas golf car brand** in the world with more than **50% market share doubling since 2007** due to our best-in-class. quality, comfort, engines **built by Yamaha exclusively for golf cars**, cost of operation and leasing options for both EFI and Carburetted models. Yamaha golf car enjoy's the highest customer satisfaction and owner retention rates of 97% and over **1,654 facilities switched to Yamaha** in the last 6 years. Yamaha's 357 cc, 11.4 hp **Electric Fuel Injection** engines provide best in class 44.8 mpg and 38.7 in carburetted cars.

| Quantity               | Year | Model | Term     | Payment Per Car | Payment Per Month  |
|------------------------|------|-------|----------|-----------------|--------------------|
| 95 - Green             | 2022 | EFI   | 36 Month | \$126.00        | \$11,970.00        |
| 3 - Green              | 2022 | Umax  | 36 Month | \$250.00        | \$750.00           |
| Total Monthly payment: |      |       |          |                 | <b>\$12,720.00</b> |

| Standard Options                     | Optional Accessories Included |
|--------------------------------------|-------------------------------|
| Sweater Basket                       | Number decals                 |
| Climaguard Sun Top With Dual Gutters | Split Windshields             |
| Set-Up And Delivery                  | Information Holder            |
| Fairfield Greens Logo                | Sand Bottle                   |

#### Exclusions Includes:

- 1) If Mid Ohio Golf Car wins the golf car and utility bid they will negotiate section 7 and 8.
- 2) All seats in the proposal will be a stone color

#### Price Includes:

- 1) 36 Month Bumper to Bumper full service contract with weekly stops during the golf season.
- 2) 10% discount on all time & material.

Jason Miller  
Account Manager  
Cell 740-404-9816  
[jason@midohiogolfcar.com](mailto:jason@midohiogolfcar.com)

Estimated Delivery: Jan-22  
Payment Schedule: Seasonal

First Payment: 5/1/2022  
Payment Months: May-October

The above quotation does not include any applicable taxes and is subject to the credit approval the financing company. This proposal is valid for 30 days. This agreement constitutes the entire understanding and agreement among the parties hereto relative to the subject matter hereof and supersedes all prior agreements and understandings between the parties whether oral or in writing. Either party has made no other representations or promises to the other with respect to the subject matter of this agreement except as forth in this agreement. If this proposal is acceptable under the terms please sign and date.

Approved By: \_\_\_\_\_  
Title: Account Manager  
Date: \_\_\_\_\_  
Mid Ohio Golf Car Inc.

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
**Fairfield Greens North and South Trace**







## LEASE -SERVICE AGREEMENT

| <b>Customer Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------|----------------|------------------------|------------------|--|--|--|--|-----------------|-----------------|----------------|------------------------|---------------------------------|----|---------|------|------------|------------------------------------|----|---------|--|----------|------------------------------------|--|--|--|-------------------|
| Full Legal Name (the "Customer")<br><b>Fairfield Greens South Trace</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               | Federal Tax ID:                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| Customer Name and Location (Shipping Address, City, State/Province, Zip/Postal Code, Country)<br><b>Fairfield Greens South Trace 2200 John Gray Road Fairfield, OH 45014</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| Billing Address (if different than above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| Contact Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Title:<br><b>General Manager</b>              | Phone:<br><b>(513) 858-7750</b>                            | E-mail:        |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| <b>Course Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| # Holes<br><b>27</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | # Monthly Payments During Season<br><b>12</b> | Jan; Feb; Mar; Apr; May; Jun; Jul; Aug; Sep; Oct; Nov; Dec |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| <table border="1"> <thead> <tr> <th></th> <th colspan="3">EQUIPMENT LEASE*</th> <th></th> </tr> <tr> <th></th> <th><u>Quantity</u></th> <th><u>Hardware</u></th> <th><u>Service</u></th> <th><u>Monthly Payment</u></th> </tr> </thead> <tbody> <tr> <td>VANTAGE TAG 12" INFINITY SYSTEM</td> <td>95</td> <td>\$34.95</td> <td>INCL</td> <td>\$3,320.25</td> </tr> <tr> <td>VANTAGE TAG UTILITY TRACKER SYSTEM</td> <td>10</td> <td>\$10.00</td> <td></td> <td>\$100.00</td> </tr> <tr> <td><b>TOTAL MONTHLY LEASE PAYMENT</b></td> <td></td> <td></td> <td></td> <td><b>\$3,420.25</b></td> </tr> </tbody> </table> |                                               |                                                            |                |                        | EQUIPMENT LEASE* |  |  |  |  | <u>Quantity</u> | <u>Hardware</u> | <u>Service</u> | <u>Monthly Payment</u> | VANTAGE TAG 12" INFINITY SYSTEM | 95 | \$34.95 | INCL | \$3,320.25 | VANTAGE TAG UTILITY TRACKER SYSTEM | 10 | \$10.00 |  | \$100.00 | <b>TOTAL MONTHLY LEASE PAYMENT</b> |  |  |  | <b>\$3,420.25</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | EQUIPMENT LEASE*                              |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <u>Quantity</u>                               | <u>Hardware</u>                                            | <u>Service</u> | <u>Monthly Payment</u> |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| VANTAGE TAG 12" INFINITY SYSTEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 95                                            | \$34.95                                                    | INCL           | \$3,320.25             |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| VANTAGE TAG UTILITY TRACKER SYSTEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10                                            | \$10.00                                                    |                | \$100.00               |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| <b>TOTAL MONTHLY LEASE PAYMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |                                                            |                | <b>\$3,420.25</b>      |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| *Additional credit information to be provided if financing is required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| <p>Special Notes: VANTAGE TAG SYSTEMS VTS Agrees to provide one complete fleet swap out during the term of this agreement for no charge (\$7,500.00 Value) plus provide 10 additional TAG Trackers to be used on F&amp;B or turf equipment at no charge. This agreement is a standard equipment 60+12/24/36-month lease. Course has option to extend 12/24/36 months at the original lease maturity with applied discounts. Years 1-5 \$34.95 per unit per month, Year 6 \$25.95 (1 year ext.), Years 6-7 \$23.95 (2-year ext.) and years 6-8 \$21.95 (3-year ext.)</p>                                              |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY VTS. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED.                                                                                                                                                                                                                                           |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| <b>VANTAGE TAG SYSTEMS INC. ("VTS")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               | <b>Customer</b>                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| Authorized Signatory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                               | Authorized Signatory                                       |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               | X                                                          |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
| Print Name and Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Effective Date                                | Print Name and Title                                       | Effective Date |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               |                                                            |                |                        |                  |  |  |  |  |                 |                 |                |                        |                                 |    |         |      |            |                                    |    |         |  |          |                                    |  |  |  |                   |

Attachment: VantageTagSystems (2930 : Golf Cart Lease Agreement)

## LEASE -SERVICE AGREEMENT

### TERMS AND CONDITIONS (Continued from page 1)

**1. Term.** The Initial Term of this Agreement (including any extensions hereto, the "Term") shall commence on the Effective Date and run for a term of 5+ Years from the Effective Date.

**2. Payments.** Customer agrees that all payments due to the VTS are net of any taxes or withholding. All payments due to VTS for hardware purchases as well as monthly hardware lease, service, support and access fees shall be made when due. Customer acknowledges that all payments due are accurate and undisputed. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE OF ANY KIND. Further, Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the System or for its use or operation. VTS reserves the right to suspend service should the Customer fail to pay service fees by their due date. The fees are due monthly, in advance for every month of operation. If System is used outside the months of operation indicated above, VTS will charge additional fees for each month of extra usage at the rates indicated above for service fees. VTS will charge additional processing fees on credit card payments for amounts in excess of USD 5,000.00.

**3. Software License.** Customer understands that VTS does not sell its software. For the Term, VTS grants Customer a non-transferable, non-exclusive license to use the software only in conjunction with the System and only as expressly authorized in this Agreement. "System Software" means standard system software included with the System provided to Customer. Customer shall (i) hold System Software in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with Customer's use of the System and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer System Software, (iii) not remove any VTS copyright, trademark or other proprietary notice from System Software and shall reproduce all such notices on copies made by Customer, and (iv) not transfer System Software or assign any license or rights regarding the System Software.

**4. Force Majeure.** VTS shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of VTS or the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or commercial carrier shortages.

**5. Service.** To facilitate service, Customer agrees to provide (a) Access to all areas of the site where equipment is to be installed; (b) dedicated unrestricted broadband Internet connection for the duration of this Agreement for System installation, monitoring and maintenance service; and (c) battery power to the vehicle-mounted units at all times. Customer shall designate one employee to act as the liaison between VTS and Customer ("Customer Rep"). Customer Rep is responsible for facilitating all Customer obligations as required under this Agreement.

## LEASE -SERVICE AGREEMENT

**6. Product Warranty.** Company warrants all Product to be free from defects in material or workmanship under normal use and service for the duration of this Agreement. The terms and conditions for warranty are detailed in the VANTAGE TAG Service Plan Terms and Conditions included as Exhibit "A" attached hereto and incorporated herein by reference.

**7. Usage.**

**7.1.** VTS shall allow Customer/Customer shall allow VTS to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow VTS to reference it in a press release or other media announcing it as a new location for its System.

**8. Customer Responsibilities.** Customer hereby agrees to the following responsibilities as a part of this Agreement:

**9. General**

**9.1. Assignment.** Customer acknowledges that VTS may assign to a successor all or any part of its right, title and interest in this Agreement, and hereby consents to such assignments provided such assignee assumes all obligations of VTS under this Agreement. In case of such assignment, Customer agrees to continue to perform all its obligations under this Agreement.

**9.2. Events of Default and Remedies.** In the event that the Customer violates any provision of this Agreement and VTS believes the System or any property or rights of VTS to be threatened, VTS may immediately disable the System. In addition, in the event that Customer violates any provision of this Agreement and such violation continues for a period of at least twenty (20) days after notice in writing of such default from VTS, Customer shall be deemed to be in default and VTS may (at its sole election) remove or disable the System, pursue such other and further remedies as it may have at law or in equity, or any combination of the foregoing.

**9.3. Arbitration.** The parties each hereby irrevocably consent to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), for the resolution of all disputes arising under or in connection with this Agreement. Any such arbitration shall be conducted by one arbitrator selected by the AAA. The parties waive any all rights to discovery, including without limitation the taking of depositions. The arbitrator shall not have subpoena power. The arbitrator shall use their best efforts to conclude such arbitration and issue a decision within 30 days after the selection of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties, and judgment in accordance with the decision may be entered in any court having jurisdiction thereof.

**For Lease and Finance agreement only**

**Agreement.** For business purposes only, Customer has requested financing and payment terms for the system and system software together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, all as described on this Agreement ("System") and the following pages. Customer agrees to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the System ("Agreement") and which supersedes any purchase order, product agreement, order, invoice, request for proposal, response, or other related document. The terms of this Agreement may be modified and supplemented only by a written instrument signed by Customer and VTS. This Agreement becomes valid upon

## LEASE -SERVICE AGREEMENT

execution by VTS. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. Customer certifies all actions required to authorize the execution of this agreement, including Customer's authority have been fulfilled. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER THE AGREEMENT.

**Ownership; Security Interest.** VTS will own the System during the term of this Agreement. Customer grants VTS or its assignee a security interest in the System to secure all amounts Customer owes VTS or its assignee under the Agreement with Customer. Customer authorizes VTS or its assignee to file a financing statement (UCC-1). VTS may charge Customer a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to VTS or its assignees so that they may amend or file a new UCC-1. Customer will notify VTS or its assignee within 5 business days if Customer's state of organization revokes or terminates Customer's existence.

**Insurance; Indemnity; Loss or Damage.** Customer agrees to keep the System fully insured against risk and loss, with VTS or its assignee as lender's loss payee, in an amount not less than the original total Purchase Price until this Agreement has been paid in full. Customer agrees to provide VTS or its assignee certificates or other evidence of insurance acceptable to VTS or its assignee. VTS and its assignee are not responsible for, and Customer agrees to hold VTS and its assignee harmless and reimburse them for and to defend on VTS's or its assignee's behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the System. Customer is responsible for the risk of loss or for any destruction of or damage to the System. Customer agrees to promptly notify VTS and its assignee in writing of any loss or damage. If the System is destroyed and VTS or its assignee have not otherwise agreed in writing, Customer will pay to VTS or its assignee the unpaid balance of this Agreement. Any proceeds of insurance will be paid to VTS or its assignee and credited, at its option, against any loss or damage. All indemnities will survive the expiration or termination of this Agreement.

**Use; Maintenance; Location of Product.** Customer shall allow VTS to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow VTS to reference it in a press release or other media announcing it as a new location for its System. VTS shall provide maintenance and support service based on the Service Terms and Conditions, set forth in Exhibit A, for a period beginning with the Date of Installation and ending at the conclusion of the Term. VTS agrees that so long as no Event of Default has occurred, and is occurring, under the Agreement, Customer may quietly possess the System subject to and in accordance with the rights and obligations of the Agreement. At its expense, Customer shall: (i) use the System in accordance with the terms of the Agreement, and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the System in retail re-saleable condition, full working order, and complete repair; (iii) not permit any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon the payments or the System; (iv) not assign any of its rights or obligations without the prior written consent of VTS or its assignee under the Agreement; (v) pay when due or reimburse VTS or its assignee on demand for all costs of collection of any of the payments and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by VTS or its assignee, including expenses incurred in any litigation or bankruptcy or insolvency proceedings; and (vi) keep the System at Customer's address shown on the Agreement, and Customer agrees not to move it unless VTS agrees in writing.

**Renewal; Return of Product.** Provided that no Event of Default under the Agreement has occurred and is continuing, Customer will have the option at the end of the initial term to extend or return equipment. Customer must send VTS



## LEASE -SERVICE AGREEMENT

written notice between 62 and 90 days before the end of any term that Customer will return the System to VTS. If Customer does not give VTS such written notice, this Agreement will automatically renew for 1 (one) year terms until Customer provides written notice. VTS may require Customer deliver to VTS documentation executed by Customer's duly authorized officer certifying that Customer has complied with the above requirements, has ceased its use of the System, and has not retained the System in any form.

**Inspections; Reports.** VTS will have the right, at any reasonable time, to inspect the System and any documents relating to its use, maintenance and repair. With reasonable promptness, Customer shall furnish VTS or its assignee with such information, financial or otherwise, relating to Customer or the System.

**Assignment.** Customer agrees that VTS or its assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under this Agreement, including the payments and the right to collect the payments, without notice or consent of the Customer. Customer agrees that an assignee will have the same rights and benefits that VTS has now and will not have to perform any of VTS's obligations. Customer shall cooperate with VTS in executing any documentation reasonably required by VTS or an assignee to effectuate any such assignment. CUSTOMER HAS NO RIGHT TO SELL, ASSIGN, TRANSFER, SUBLEASE, OR IN ANY WAY DISPOSE OF ALL OR ANY OF CUSTOMER'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

### EXHIBIT A - Service Plan Terms and Conditions

#### 1. Scope of Service.

1.1. **Defective Components.** VANTAGE TAG shall provide maintenance service as provided for in paragraph 2.3 and 2.4, to repair, modify or replace as necessary System components that are defective in workmanship during the first 24 months of System operation and for any period thereafter covered by an Extended Warranty Package. VANTAGE TAG does not warrant that the operation of the System shall be uninterrupted or completely error-free. DSG shall provide maintenance service as provided for in paragraph 2.3 and 2.4 contained in Exhibit A, to repair, modify or replace as necessary System components that are defective in workmanship during the first 12 months of System operation and for any period thereafter covered by an Extended Warranty Package. VTS does not warrant that the operation of the System shall be uninterrupted or completely error-free. CUSTOMER ACKNOWLEDGES AND AGREES THAT DEFECTIVE COMPONENTS DO NOT RELIEVE IT OF ITS PAYMENT OBLIGATIONS AND EACH PAYMENT SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE OF ANY KIND.

1.2. **Exclusions.** The Service Plan does not cover System damage due to external causes, including: accident, abuse, misuse, theft, vandalism, weather, acts of God, defects or failure of electrical power, intentional destruction of hardware, and any software damage caused by unauthorized use including the introduction of malicious programs, adware or viruses.

#### 2. Customer Responsibilities

2.1. **Problem Notification.** Customer agrees to promptly notify VANTAGE TAG Customer Support or DISTRIBUTOR in the event of any System or component failure and provide diagnostic assistance to support VANTAGE TAG's maintenance service efforts.

## LEASE -SERVICE AGREEMENT

2.2. To Contact Customer Support. Customer shall have reasonable access to VANTAGE TAG Customer Support and DISTRIBUTOR during business hours. VANTAGE TAG Customer Support and DISTRIBUTOR provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting VANTAGE TAG service.

a. For all routine requests and status inquiries, contact Customer Support via email to support@VANTAGE-TAG.com. and DISTRIBUTOR contact info is \_\_\_\_\_

b. To report emergency or critical system issues contact Customer Support by calling VANTAGE TAG's toll-free Customer Support hotline at 1-877-589-8806. Or DISTRIBUTOR @ \_\_\_\_\_

2.3. Component Replacement. Customer agrees to perform the task of changing out replacement components provided by VANTAGE TAG. Customer will be billed for repair or replacement of returned components that have been damaged due to causes not covered by the Service Plan as described in paragraph 1.3.

2.4. Returning Defective Product. A Return Materials Authorization (RMA) number is required for the return of any defective component. To obtain an RMA, Customer must contact VANTAGE TAG's Customer Support at 1-877-589-8806. If Customer Support determines that the component needs to be returned for repair, the Customer Support representative will issue an RMA number. Customer is then responsible for properly following VANTAGE TAG's procedures for returning components as provided by Customer Support upon issuance of an RMA number. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. VANTAGE TAG will pay for return shipment to Customer and Customer agrees to pay for shipment of components returned to VANTAGE TAG. Normal turn-around time for factory repairs is 14 days but can vary depending upon seasonal workload.

2.5. Advance Replacement. Customer may request replacement of defective products before the defective products have been returned to VANTAGE TAG. In situations like this, VANTAGE TAG will send the replacement components and issue an invoice for the price of respective components. Should the Customer fail to return the defective products within 30 days, the invoice will become due and payable until the defective products are received by VANTAGE TAG. VANTAGE TAG reserves the right to refuse Advanced Replacement to any Customer that has outstanding service invoices.

### 3. Definition of Service Plan Elements

3.1. Remote Diagnostics. VANTAGE TAG and or DISTRIBUTOR accesses the course installed equipment via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.

3.2. On-line and Phone Support. VANTAGE TAG will provide free on-line training on the use of the System at the time of System installation and commissioning. Additionally, VANTAGE TAG and or DISTRIBUTOR will provide unlimited on-line and phone support for any issues arising from a malfunctioning or defect of the System.

3.3. Software Upgrades and Enhancements. VANTAGE TAG shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, upgrades and enhancements as available. Software upgrades do not include new software features or hardware product offerings that are priced separately.

## LEASE -SERVICE AGREEMENT

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3.4. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, VANTAGE TAG or DISTRIBUTOR may dispatch a technician to Customer's site to address the problem; travel expenses associated with site visits are chargeable to Customer if the problem is not covered under the service agreement and shall be quoted on a case-by-case basis.

3.5. Fleet Change Out. A fleet change out may require on-site labor by a VANTAGE TAG representative. DISTRIBUTOR, additional cart mounting hardware or both and services and materials therefore are billable at \$5000 per 18 holes, plus the appropriate travel and expenses. Customer shall notify VANTAGE TAG or DISTRIBUTOR 90 days in advance of receiving a new cart fleet.

#### 4. Pricing of Additional Services

- a. Phone and On-Line Support Included for the life of the lease
- b. On-site service for items not covered under Service (due to external causes, vandalism, or at customer's requests for additional services) Travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.
- c. Repair of the TAG unit for damage not covered under Service. Reasonable cost; plus, any applicable material charges.
- d. Changes in the System (such as mapping or graphics) required by changes in the buildings or customer facility at cost plus T&E.

## FAIRFIELD PARKS AND RECREATION BOARD

**BE IT RESOLVED** by the Fairfield Parks and Recreation Board that the Acting City Manager is authorized to enter into an agreement with Mid-Ohio Golf Car, Inc. for the 2022-2024 (with option to renew in 2025-2027) golf cart lease and Vantage Tag Systems for the GPS trackers at the Fairfield Greens Golf Courses in accordance with the proposals on file in the office of the City Manager.

| ROLL CALL     | YES         | NO          |
|---------------|-------------|-------------|
| Douglas Meece | <u>✓</u>    | <u>    </u> |
| Gwen Ritchie  | <u>✓</u>    | <u>    </u> |
| Leslie Besl   | <u>✓</u>    | <u>    </u> |
| Paul Assum    | <u>    </u> | <u>    </u> |
| Scott Clark   | <u>✓</u>    | <u>    </u> |
| Dan Prior     | <u>    </u> | <u>    </u> |

Doug Meece, Chairman / Doug Meece

Molly McGraw Secretary / Molly McGraw

**Resolution:** 2021-12 (Golf Cart Lease Agreement)

**Date:** 09/21/2021

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO AGREEMENTS WITH MID OHIO GOLF CAR, INC. FOR THE LEASE OF GOLF CARTS AT THE FAIRFIELD GREENS GOLF COURSES AND VANTAGE TAG SYSTEMS FOR GOLF CART GPS TRACKERS AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to enter into agreements with Mid Ohio Golf Car, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses and Vantage Tag Systems for the golf cart GPS trackers in accordance with the agreements on file in the office of the Acting City Manager. These agreements are authorized as an emergency without competitive bidding in order to secure the carts and trackers for the 2022 season.

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 order for golf carts is made prior to the start of the 2022 season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council





**City Council Action Item**  
**Regular Meeting - September 27, 2021**

Submitted by: Alisha Wilson, Clerk  
Submitting Department: Clerk

**Subject:**

Doordash Essentials Liquor Permit

**Legislation Title:**

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Doordash Essentials LLC, 6370 Pleasant Avenue, Fairfield, OH 45014 (Permit Class C1 and C2).

**Recommendation:**

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Doordash Essentials LLC, 6370 Pleasant Avenue, Fairfield, OH 45014 (Permit Class C1 and C2).

**Background/Synopsis:** The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 and C2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

**Financial Impact:** No financial impact.

**Rule Suspension Requested:**

**Emergency Provision Needed:**

**Attachments:**

1. DoordashEssentials.LiquorPermit

# DEPARTMENTAL CORRESPONDENCE

City  
of  
Fairfield



TO Steve Maynard, Police Chief  
Greg Kathman, Development Services Director

FROM Alisha Wilson, Clerk of Council

SUBJECT Request for Background Check – Liquor Permit

DATE 8/23/21

Attached is a liquor permit application in the name of Doordash Essentials LLC, 6370 Pleasant Avenue, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me no later than 11:00 AM on Thursday, September 2, 2021.

This item will be added to Council's Regular Meeting agenda of Monday, September 13, 2021.

Thank you for your assistance.

c: Don Bennett, Acting City Manager  
File

Attachment: DoordashEssentials.LiquorPermit [Revision 1] (2959 : Doordash Essentials Liquor Permit)

NOTICE TO LEGISLATIVE  
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

|               |     |                    |                         |  |
|---------------|-----|--------------------|-------------------------|--|
| 22625050040   |     | NEW                | DOORDASH ESSENTIALS LLC |  |
| PERMIT NUMBER |     | TYPE               | 6370 PLEASANT AVE       |  |
| 08 09 2021    |     | FAIRFIELD OH 45014 |                         |  |
| ISSUE DATE    |     |                    |                         |  |
| FILING DATE   |     |                    |                         |  |
| C1 C2         |     | PERMIT CLASSES     |                         |  |
| 09            | 011 | A                  | D10768                  |  |
| TAX DISTRICT  |     | RECEIPT NO.        |                         |  |

FROM 08/13/2021

|                |  |             |
|----------------|--|-------------|
| PERMIT NUMBER  |  | TYPE        |
| ISSUE DATE     |  |             |
| FILING DATE    |  |             |
| PERMIT CLASSES |  |             |
| TAX DISTRICT   |  | RECEIPT NO. |



MAILED 08/13/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/13/2021

**IMPORTANT NOTICE**PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 2262505-0040

(TRANSACTION &amp; NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF FAIRFIELD CITY COUNCIL  
5350 PLEASANT AV  
FAIRFIELD OHIO 45014

Attachment: DoordashEssentials.LiquorPermit [Revision 1] (2959 : Doordash Essentials Liquor Permit)

Rev 2/10/2021



## Department of Commerce

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Division of Liquor Control

Sheryl Maxfield, Director

**Dear Local Legislative Authority Official:**

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You must, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered timely, your above response must be:

**FAXED** to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 – 3166

**EMAILED** to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: [LiquorLicensingMailUnit@com.state.oh.us](mailto:LiquorLicensingMailUnit@com.state.oh.us)

**POSTMARKED**, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to [https://www.comapps.ohio.gov/lqr/lqr\\_apps/PermitLookup/PermitHolderOwnership.aspx](https://www.comapps.ohio.gov/lqr/lqr_apps/PermitLookup/PermitHolderOwnership.aspx) and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Attachment: DoordashEssentials.LiquorPermit [Revision 1] (2959 : Doordash Essentials Liquor Permit)

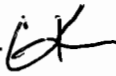


## DEPARTMENTAL CORRESPONDENCE

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Date: 8/23/2021

To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director 

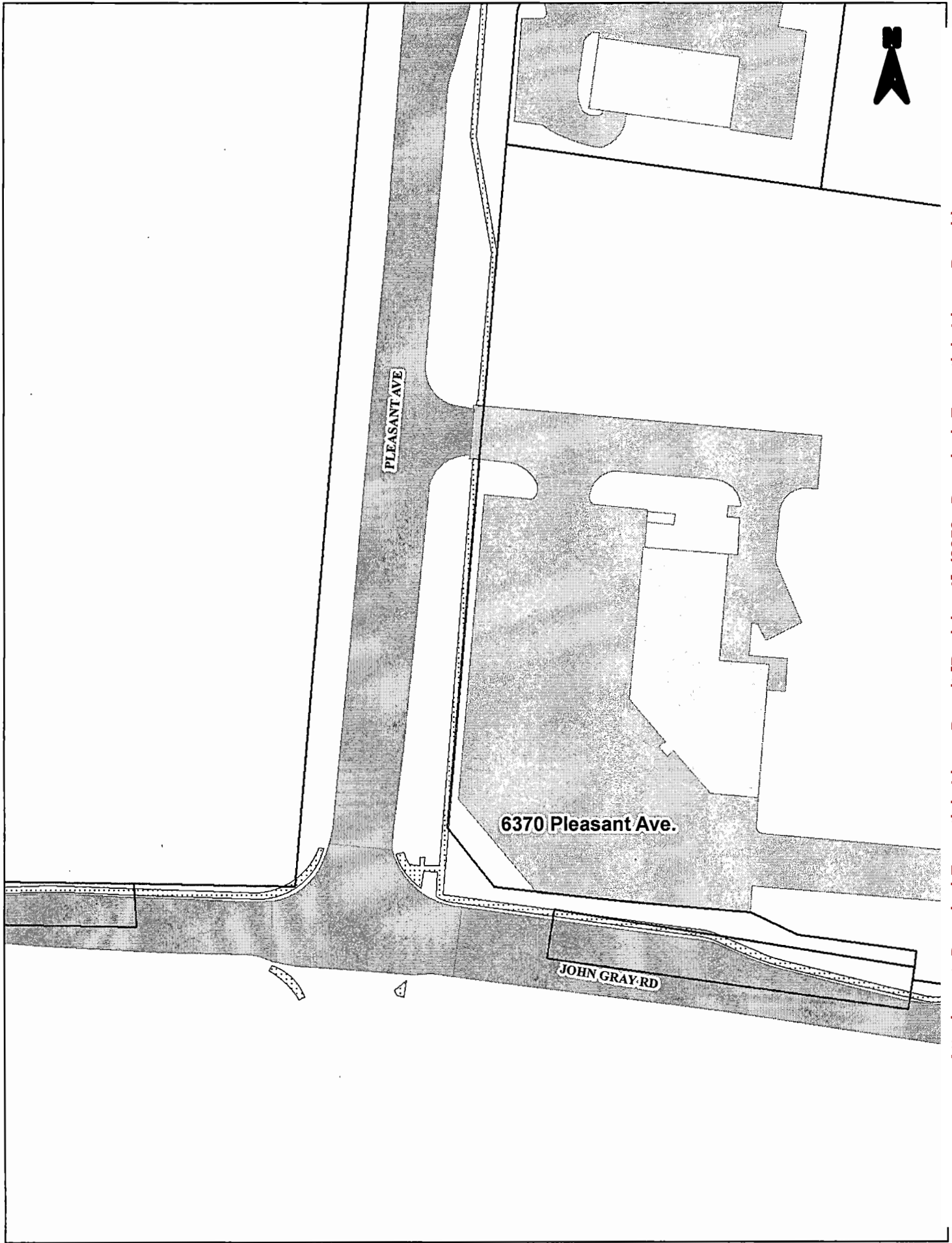
Subject: Liquor Permit Application

---

The business at 6370 Pleasant Avenue in the name of Doordash Essentials LLC, is in the C-1, Neighborhood Business zoning district. It is our understanding that a limited access convenience store will be operating at this location. This is a permitted use within the C-1 zoning district. The consumption of alcohol on-site would require Conditional Use approval from the Planning Commission.

Attachment: DoordashEssentials.LiquorPermit [Revision 1] (2959 : Doordash Essentials Liquor Permit)





PLEASANT AVE

6370 Pleasant Ave.

JOHN GRAY RD



September 8, 2021

Ohio Division of Liquor Control  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, OH 43068-9005

RE: Liquor Permit No. 22625050040

Dear Sir/Madam:

I am writing to request an extension on this liquor permit application. Our Police Department has been unable to make contact with the business owner to complete the necessary background check and we are unable to meet the September 13 postmark date. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alisha Wilson".

Alisha Wilson  
Clerk of Council

NAME OF ESTABLISHMENT Doordash Essentials LLC

ADDRESS 6370 Pleasant Ave

Fairfield, OH 45014

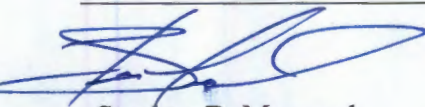
\_\_\_\_\_

YES

NO

1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? ☐ YES ☒ NO
2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? ☐ YES ☒ NO
3. Is there misrepresentation of material fact by applicant in making application to the Department? ☐ YES ☒ NO
4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? ☐ YES ☒ NO
5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? ☐ YES ☒ NO
6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? ☐ YES ☒ NO
7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? ☐ YES ☒ NO
8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? ☐ YES ☒ NO

REMARKS:

  
 Stephen B. Maynard  
 Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: September 14, 2021

Attachment: DoordashEssentials.LiquorPermit [Revision 1] (2959 : Doordash Essentials Liquor Permit)





**City Council Action Item**  
**Regular Meeting - September 27, 2021**

Submitted by: Alisha Wilson, Clerk  
Submitting Department: Clerk

**Subject:**

Namaste Curry House Liquor Permit

**Legislation Title:**

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Namaste Curry House LLC, 6679 Dixie Highway, Suite G, Fairfield, OH 45014 (Permit Class C1 and C2).

**Recommendation:**

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Namaste Curry House LLC, 6679 Dixie Highway, Suite G, Fairfield, OH 45014 (Permit Class C1 and C2).

**Background/Synopsis:** The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 and C2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

**Financial Impact:** No financial impact.

**Rule Suspension Requested:**

**Emergency Provision Needed:**

**Attachments:**

1. NamasteCurryHouse.LiquorPermit

# DEPARTMENTAL CORRESPONDENCE

11.D.2.a

City  
of  
Fairfield



TO Steve Maynard, Police Chief  
Greg Kathman, Development Services Director

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 9/8/21

Attached is a liquor permit application in the name of Namaste Curry House LLC, 6679 Dixie Highway, Suite G, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me no later than 11:00 AM on Monday, September 20, 2021.

This item will be added to Council's Regular Meeting agenda of Monday, September 27, 2021.

Thank you for your assistance.

c: Don Bennett, Acting City Manager  
File

Attachment: NamasteCurryHouse.LiquorPermit (2974 : Namaste Curry House Liquor Permit)



NOTICE TO LEGISLATIVE  
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

|                |     |      |  |                         |  |
|----------------|-----|------|--|-------------------------|--|
| 6297155        |     | N    |  | NAMASTE CURRY HOUSE LLC |  |
| PERMIT NUMBER  |     | TYPE |  | 6679 DIXIE HWY SUITE G  |  |
| 08 30 2021     |     |      |  | FAIRFIELD OH 45014      |  |
| ISSUE DATE     |     |      |  |                         |  |
| 08 30 2021     |     |      |  |                         |  |
| FILING DATE    |     |      |  |                         |  |
| C1 C2          |     |      |  |                         |  |
| PERMIT CLASSES |     |      |  |                         |  |
| 09             | 011 | A    |  | D12089                  |  |
| TAX DISTRICT   |     |      |  | RECEIPT NO.             |  |

FROM 09/01/2021

|                |  |             |  |
|----------------|--|-------------|--|
| PERMIT NUMBER  |  | TYPE        |  |
| ISSUE DATE     |  |             |  |
| FILING DATE    |  |             |  |
| PERMIT CLASSES |  |             |  |
| TAX DISTRICT   |  | RECEIPT NO. |  |



MAILED 09/01/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/04/2021

**IMPORTANT NOTICE**PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A N 6297155

(TRANSACTION &amp; NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF FAIRFIELD CITY COUNCIL  
5350 PLEASANT AV  
FAIRFIELD OHIO 45014

Attachment: NamasteCurryHouse.LiquorPermit (2974 : Namaste Curry House Liquor Permit)



## Department of Commerce

Division of Liquor Control

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be:

**FAXED** to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 – 3166

**EMAILED** to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: [LiquorLicensingMailUnit@com.state.oh.us](mailto:LiquorLicensingMailUnit@com.state.oh.us)

**POSTMARKED**, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to [https://www.comapps.ohio.gov/liqr/liqr\\_apps/PermitLookup/PermitHolderOwnership.aspx](https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx) and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section  
6606 Tussing Road  
Reynoldsburg, OH 43068-9009

Fax 614-728-128  
TTY/TDD 800-750-075  
[com.ohio.gov](http://com.ohio.gov)

An Equal Opportunity Employer and Service Provider



## DEPARTMENTAL CORRESPONDENCE

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Date: 9/15/2021

To: Alisha Wilson, Clerk of Council

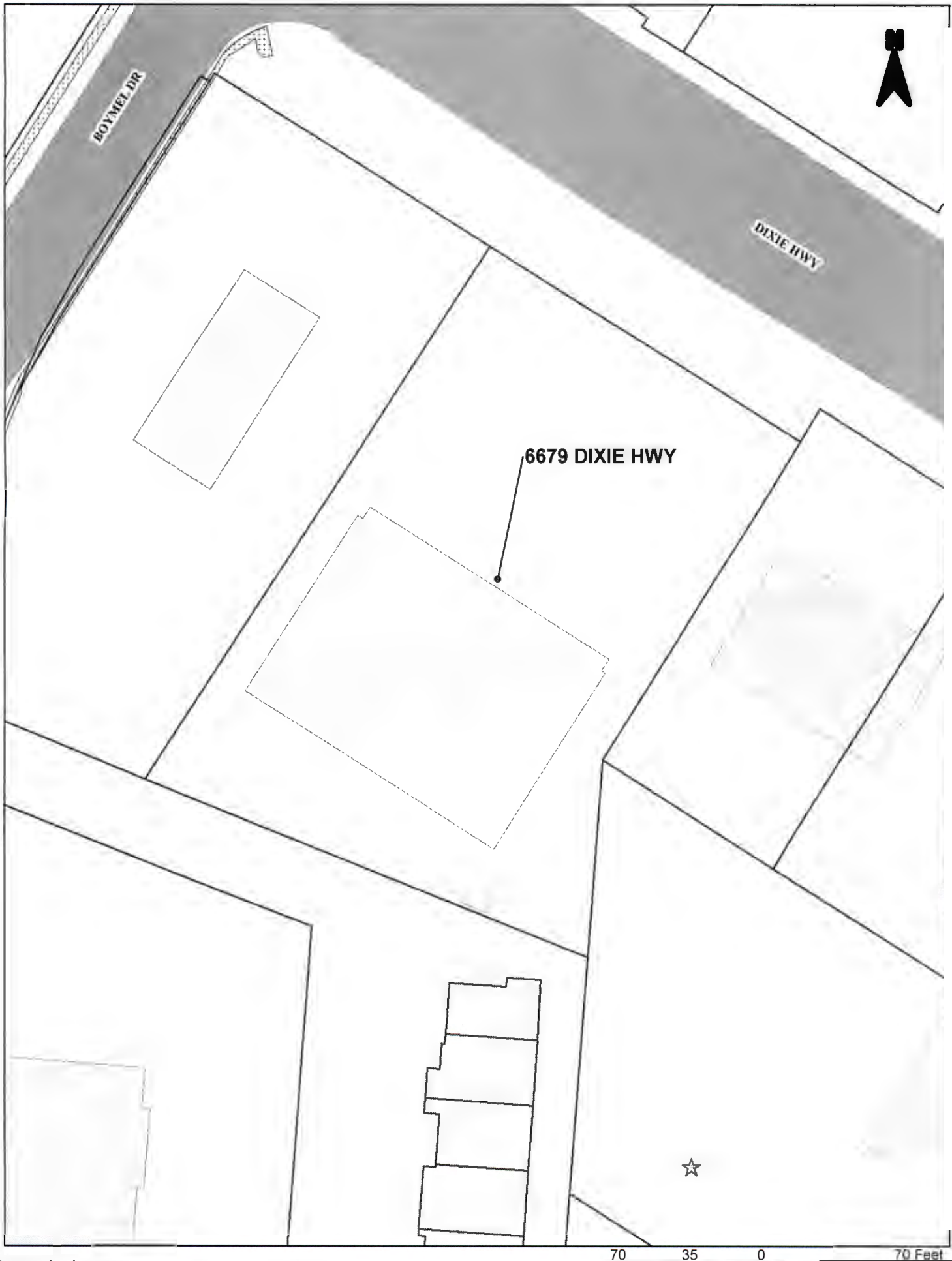
From: Greg Kathman, Development Services Director *CK*

Subject: Liquor Permit Application

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The business located at 6679 Dixie Highway, Suite G, in the name of Namaste Curry House, LLC, is in a C-3, General Business District and is a permitted use as a restaurant. Should the applicant wish to operate this facility as a tavern, night club or entertainment facility solely or in conjunction with the restaurant, a Conditional Use Permit must be secured through the Planning Commission.

Attachment: NamasteCurryHouse.LiquorPermit (2974 : Namaste Curry House Liquor Permit)



Attachment: NamasteCurryHouse.LiquorPermit (2974 : Namaste Curry House Liquor Permit)

NAME OF ESTABLISHMENT Namaste Curry House LLC

ADDRESS 6679 Dixie Hwy Suite G

Fairfield, OH 45014

- |                                                                                                                                                                                                                                                                             | YES                      | NO                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment?                         | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances?                                                                                                                                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department?                                                                                                                                                                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located?                                                                                                                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park?                                                                                                                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public?                                                                                                                                                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area?                                                                                                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

REMARKS:

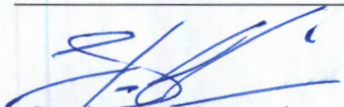
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 Stephen B. Maynard  
 Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: September 14, 2021

Attachment: NamasteCurryHouse.LiquorPermit (2974 : Namaste Curry House Liquor Permit)





**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: John Clemmons,  
 Submitting Department: Legal

**Subject:**

Purchase of Real Estate at 6760 Dixie Highway

**Legislation Title:**

Ordinance to authorize the Acting City Manager to execute a purchase agreement with Diane Capobianco, Trustee for the purchase of the property at 6760 Dixie Highway, Fairfield, Ohio and declaring an emergency.

**Recommendation:**

It is recommended that Council adopt an ordinance as described in the formal title above with rules suspension and emergency clause.

**Background/Synopsis:**

This property contains the former Head Shed building which will be razed to clear the property for possible future widening of Route 4 and Seward Road at the intersection. The property consists of the building and related improvements and 0.2997 acres of land.

**Financial Impact:**

The cost of this purchase of real estate \$250,000.00. An appropriation of funds in the amount of \$255,000.00 is also requested to complete the closing and environmental study.

**Emergency Provision Explanation:**

Rules suspension and the emergency clause are requested in order to complete the purchase and demolition of the vacant building before inclement weather.

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes

**Attachments:**

1. Capobianco-Ord

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH DIANE CAPOBIANCO, TRUSTEE FOR THE PURCHASE OF THE PROPERTY AT 6760 DIXIE HIGHWAY, FAIRFIELD, OHIO AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute a Purchase Agreement with Diane Capobianco, Trustee for the purchase of the property at 6760 Dixie Highway, Fairfield, Ohio in accordance with the agreement on file in the office of the Acting City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the purchase be completed as soon as possible for the removal of the vacant building; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Jake Burton,  
 Submitting Department: Finance

**Subject:**

Acting City Manager Stipend

**Legislation Title:**

Ordinance to approve additional compensation to Donald G. Bennett for additional duties performed as Acting City Manager and declaring an emergency.

**Recommendation:**

**Background/Synopsis:**

Council hereby authorizes a stipend of Four-Thousand Two Hundred Sixty-Nine (\$4,269) per month retroactive to June 2021 for Donald G. Bennett for performing duties as Acting City Manager. Said stipend is in addition to his current salary as Fire Chief, and shall be in effect until said additional duties are removed from his responsibility.

**Financial Impact:**

Funding is provided under the auspices of the approved 2021 Operating Budget. \$4,269 monthly equates to \$51,228 annually. Chief Bennet was previously receiving a stipend of \$2,000 per month. He will receive \$9,076 retroactive for the months of June-September, and then will begin receiving \$4,269 per month beginning in October until the expiration of his Acting City Manager duties.

**Emergency Provision Explanation:**

It is recommended that City Council approve this Ordinance, suspending the rules and declaring an emergency to allow for expeditious implementation.

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes

**Attachments:**

1. D Bennett-Ord

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO APPROVE ADDITIONAL COMPENSATION TO DONALD G. BENNETT FOR ADDITIONAL DUTIES PERFORMED AS ACTING CITY MANAGER AND DECLARING AN EMERGENCY.

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

Section 1. Additional compensation above his regular salary is hereby approved for Donald G. Bennett for additional duties performed as Acting City Manager in an amount of \$4,269.00 per month effective June, 2021, said monthly amount to include any additional compensation previously received. Said monthly compensation will continue during the performance of duties as Acting City Manager by Donald G. Bennett.

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 additional compensation be paid while such duties are being performed; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Jake Burton,  
 Submitting Department: Finance

**Subject:**

Sidewalk Special Assessment Bond

**Legislation Title:**

Ordinance providing for the issuance of \$41,226.00 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

**Recommendation:**

It is necessary for Council to authorize the issuance of Sidewalk Special Assessment bonds for 2020 in the amount of \$41,226.00.

It is recommended that City Council authorize and direct preparation of legislation to authorize the issuance of bonds for the repair of sidewalks against lots that benefited from the improvements.

The legislation will require the emergency clause as unpaid assessments were certified to the County Auditor.

**Background/Synopsis:**

The annual Sidewalk Program required property owners repair sidewalks/aprons that were marked for replacement. Council passed a resolution to authorize the repairs. Invoices were then sent out to the property owners. The outstanding balances were certified to the County Auditor to be collected with the real estate taxes.

In accordance with State law, the City Council must pass an ordinance to issue bonds for outstanding assessments. The bonds to be issued will be purchased by the City treasury and will carry an interest rate of 1.30%.

**Financial Impact:**

The sidewalk bonds will be purchased by the City treasury, which is permissible under State law. Debt service payments will be repaid from special assessments placed on the properties for sidewalk and apron repaired by the City and collected with the real estate taxes

**Emergency Provision Explanation:**

Unpaid sidewalk assessments were certified to the County Auditor and are in the process of being collected with the real estate tax.

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

Yes



**Attachments:**

1. City of Fairfield Fairfield Sidewalk \$41226 Legislation (2021 Sidewalk Program)

### **CERTIFICATE OF MEMBERSHIP**

The undersigned, Finance Director of the City of Fairfield, Butler County, Ohio, hereby certifies that the following were the officers and members of council during the period when proceedings were taken authorizing the issuance of \$41,226 Sidewalk Special Assessment Bonds (2021 Sidewalk Program), dated as of October 1, 2021:

|                   |                             |
|-------------------|-----------------------------|
| Mayor             | <u>Steve Miller</u>         |
| Finance Director  | <u>Jacob Burton</u>         |
| City Manager      | <u>Don Bennett</u>          |
| Clerk of Council  | <u>Alisha Wilson</u>        |
| Member of Council | <u>Leslie Besl</u>          |
| Member of Council | <u>Mark Scharringhausen</u> |
| Member of Council | <u>Dale Paullus</u>         |
| Member of Council | <u>Tim Abbott</u>           |
| Member of Council | <u>Chad Oberson</u>         |
| Member of Council | <u>Terry Senger</u>         |
| Member of Council | <u>Bill Woeste</u>          |
| Law Director      | <u>John H. Clemmons</u>     |

\_\_\_\_\_  
Finance Director

### **TRANSCRIPT CERTIFICATE**

The undersigned, clerk of council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified obligation.

\_\_\_\_\_  
Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS**

The undersigned, being the fiscal officer of the City of Fairfield, County of Butler, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life or period of usefulness of the improvement financed with the proceeds of the sale of \$41,226 of bonds, for the purpose of providing funds to pay the property owner's share of the cost of sidewalk repair in the City is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is five (5) years pursuant to the special assessment proceedings.

IN WITNESS THEREOF, I have hereunto set my hand this 27<sup>th</sup> day of September, 2021.

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Finance Director

**ORDINANCE NO. \_\_\_\_\_****PROVIDING FOR THE ISSUANCE OF \$41,226 OF BONDS  
BY THE CITY OF FAIRFIELD, OHIO, TO PAY PART OF  
THE COST OF SIDEWALK REPAIR IN THE CITY, AND  
DECLARING AN EMERGENCY.**

WHEREAS, in order to provide for the safety and welfare of the citizens of the City, the City has made certain sidewalk improvements; and

WHEREAS, the fiscal officer of the City has estimated the life of the improvements hereinafter described as at least five (5) years and certified the maximum maturity of bonds as five (5) years pursuant to the special assessment proceedings;

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

SECTION 1. That it is necessary to issue a bond of the City, in the principal sum of \$41,226, for the purpose of providing funds to pay the property owner’s share of the cost of sidewalk repair in the City under the authority of the provisions of the Ohio Revised Code and the Uniform Public Securities Law thereof.

SECTION 2. That said bond shall be in fully registered form, numbered R-1, shall be dated as of its date of issuance, and bear interest on the outstanding principal amount at the rates per annum set forth on Exhibit A attached hereto and incorporated herein, which the Finance Director has certified to be not in excess of a fair market rate of interest, payable annually on December 1 each year, commencing December 1, 2022, until the principal sum is paid. Said bond shall mature in installments as set forth on Exhibit A on December 1 of each year from 2022 through 2026, inclusive. The principal and interest on said bond shall be payable by check or draft to the registered holder thereof. Said bond shall be designated “Sidewalk Special Assessment Bonds (2021 Sidewalk Program).”

SECTION 3. That said bond shall be executed by the City Manager and Finance Director and shall bear the corporate seal of the City. Said bond shall be payable at the office of the Finance Director, City of Fairfield, Ohio, and shall express upon its face the purpose for which it is issued and that it is issued in pursuance of this ordinance.

SECTION 4. That said bond shall be sold by the Finance Director at par and accrued interest to the Special Assessment Fund of the City, and the proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper fund and used for the purpose aforesaid and for no other purpose. Premium and accrued interest, if any, shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on said bond in the manner provided by law.

SECTION 5. That said bond shall be the full general obligation of this City, and the full faith, credit and revenue of this City are hereby pledged for the prompt payment of the same. Any excess funds resulting from the issuance of said bond, shall, to the extent necessary, be used only

for the retirement of said bond at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 6. That during the period while the bond runs there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the bond, when and as the same fall due; provided, however, to the extent other City monies, including monies from the levy and collection of special assessments, are available and appropriated for such purpose said tax shall not be levied therefor.

SECTION 7. This council hereby finds and determines that all formal actions relative to the adoption of this ordinance were taken in an open meeting of this council, and that all deliberations of this council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in compliance with the law.

SECTION 8. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such closing certificates, financing statements and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 9. That the firm of Dinsmore & Shohl LLP (“Dinsmore”), is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter of Dinsmore on file with the City.

SECTION 10. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said bonds is necessary to provide funds for payment for the improvements hereinabove described, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the “Charter”).

SECTION 11. That the Clerk of Council is hereby directed to forward a certified copy of this ordinance to the County Auditor of Butler County, Ohio.



SECTION 12. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED September \_\_, 2021.

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Clerk of Council

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Mayor

**EXHIBIT A**

| <u>Date</u> | <u>Principal</u> | <u>Coupon</u> | <u>Interest</u> | Period<br><u>Total</u> |
|-------------|------------------|---------------|-----------------|------------------------|
| 12/01/22    | \$8,033.59       | 1.30%         | \$625.26        | \$8,658.85             |
| 12/01/23    | 8,138.03         | 1.30          | 431.50          | 8,569.53               |
| 12/01/24    | 8,243.83         | 1.30          | 325.71          | 8,569.54               |
| 12/01/25    | 8,350.99         | 1.30          | 218.54          | 8,569.53               |
| 12/01/26    | <u>8,459.56</u>  | 1.30          | <u>109.97</u>   | <u>8,569.53</u>        |
| Total       | \$41,226.00      |               | \$1,710.98      | \$42,936.98            |

**CERTIFICATE**

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. \_\_\_\_\_ adopted September \_\_, 2021.

\_\_\_\_\_  
Clerk of Council

**CERTIFICATE**

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. \_\_\_\_\_ was filed with the County Auditor of Butler County, Ohio, on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Finance Director

**RECEIPT**

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. \_\_\_\_\_ of the City of Fairfield, Ohio, on \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor

### **EXTRACT FROM MINUTES OF MEETING**

The Council of the City of Fairfield, Ohio, met in regular session, at \_\_\_\_\_.m., on the \_\_\_\_ day of September, 2021, at 5350 Pleasant Avenue, Fairfield, Ohio, with the following members present:

There was presented and read to Council Ordinance No. \_\_\_\_\_, entitled:

**PROVIDING FOR THE ISSUANCE OF \$41,226 OF BONDS  
BY THE CITY OF FAIRFIELD, OHIO, TO PAY PART OF  
THE COST OF SIDEWALK REPAIR IN THE CITY, AND  
DECLARING AN EMERGENCY.**

M\_\_\_\_ moved to suspend the rule requiring each ordinance or resolution to be read on three different days. M\_\_\_\_ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

M\_\_\_\_ then moved that Ordinance No. \_\_\_\_\_ be adopted. M\_\_\_\_ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted \_\_\_\_\_.

### **CERTIFICATE**

The undersigned, clerk of council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the \_\_\_\_ day of September, 2021, to the extent pertinent to consideration and adoption of the above-entitled legislation.

\_\_\_\_\_  
Clerk of Council



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Alisha Wilson, Clerk  
Submitting Department: Clerk

**Subject:**

Contractual Appropriations

**Legislation Title:**

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

**Recommendation:**

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

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

\$220,495 for purchase of Harbin Park pavilion;  
\$255,000 for purchase of property 6760 Dixie Highway.

**Financial Impact:** \$475,495.00 from noted funding source.

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

No

**Attachments:**

1. Contractual 9-97-Ord



ORDINANCE NO. \_\_\_\_\_

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

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

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

**From: Unappropriated Capital Improvement Fund \$255,000**

To: 40216025-251000 Land \$255,000  
(Purchase of 6760 Dixie Highway)

**From: Unappropriated Park Development Fund \$220,495**

To: 41316025-252100 Park Improvements \$220,495  
(Harbin Park Overlook Pavilion Structure 1PR10)

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

Attachment: Contractual 9-97-Ord (2976 : Contractual Appropriations)

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Contractual 9-27-Ord

Attachment: Contractual 9-97-Ord (2976 : Contractual Appropriations)



**City Council Ordinance**  
**Regular Meeting - September 27, 2021**

Submitted by: Alisha Wilson, Clerk  
 Submitting Department: Clerk

**Subject:**

Non-Contractual Appropriations

**Legislation Title:**

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

**Recommendation:**

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

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

\$23,000 for purchase of Parks Utility Cart;  
 \$14,500 for Water Treatment Plant - System Improvements.

**Financial Impact:** \$37,500.00 from noted funding source.

**Rule Suspension Requested:**

Yes

**Emergency Provision Needed:**

No

**Attachments:**

1. NonContractualAppropriations.092721
2. Non Contractual 9-27-Ord



**City Council Information Item**  
**Regular Meeting - September 27, 2021**

Submitted by: Bob Schappacher,  
 Submitting Department: Parks

**Subject:**

Parks Utility Cart

**Legislation Title:**

Parks Utility Cart

**FAIRFIELD PARKS – UTILITY CART – 09/17/21**

**BACKGROUND/SYNOPSIS:** The appropriation of funds for Parks Equipment and upgrades to the Fairfield Parks system is an annual expenditure that is funded under the Capital Improvement Program (CIP). The funds are needed to replace a 15 years old utility cart with a new utility cart which is utilized for maintenance and projects throughout the parks. This is an annual expenditure, funded under the Capital Improvement Program and listed in the 2021 CIP as 01PR13 Parks Equipment. The funds are needed to purchase the item that is listed below.

**RECOMMENDATION:** It is recommended that City Council authorize an appropriation of funding in the amount of \$23,000.00 for all necessary items that are listed.

**FINANCIAL IMPACT:** An appropriation of \$23,000.00 will be needed to address the replacement of a 15 years old utility cart. The funding will address the following replacement of amenities:

- Replacement of one Club Car Utility Cart with a Bobcat Utility cart at a price of: \$22,418.78

**EMERGENCY PROVISION EXPLANATION:** It is recommended that City Council authorize an appropriation of funding for Parks Equipment for the Parks and Recreation Department. Suspension of Rules and Adoption is requested in order that the equipment could be added to the parks system before the winter months.

**RULE SUSPENSION REQUESTED:** Yes

**EMERGENCY PROVISION NEEDED:** Yes

**Attachments:**

1. Bobcat Quote for Utility Cart



# Bobcat

## Product Quotation

Quotation Number: HMM-27518

Date: 2021-09-01 15:20:19

| Customer Name/Location                                                                                                                                                 | Bobcat Delivering Dealer                                                                                                                                                                                                                       | ORDERS TO BE PLACED WITH:<br>Contract Holder/Manufacturer                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CITY OF FAIRFIELD G00224</b><br><b>Attn: BRIAN ROSE</b><br><b>Street</b><br><b>8870 NORTH GILMORE</b><br><b>Fairfield, OH 45014</b><br><b>Phone: (513) 867-4209</b> | <b>Scott</b><br><b>Bobcat Enterprises, Hamilton, OH</b><br><b>BOBCAT ENTERPRISES, INC.</b><br><b>9605 PRINCETON GLENDALE</b><br><b>ROAD</b><br><b>WEST CHESTER OH 45011-9787</b><br><b>Phone: (513) 874-8945</b><br><b>Fax: (513) 874-4227</b> | <b>Clark Equipment Company</b><br><b>dba Bobcat Company</b><br><b>PO Box 6000, 250 E Beaton Dr</b><br><b>West Fargo, ND 58078</b><br><b>Ph# 701-241-8719</b><br><b>Fax# 855.608.0681</b><br><b>Heather.Messmer@doosan.com</b> |

| Description                                                                                                                                                                                                                                                                                                                                 | Part No                                                                                                                                                                                                                                                                                                          | Qty      | Price Ea.          | Total              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|--------------------|
| <b>UV34 Gas</b>                                                                                                                                                                                                                                                                                                                             | <b>M1503</b>                                                                                                                                                                                                                                                                                                     | <b>1</b> | <b>\$11,949.00</b> | <b>\$11,949.00</b> |
| <b>Engine</b>                                                                                                                                                                                                                                                                                                                               | <b>Operator Compartment</b>                                                                                                                                                                                                                                                                                      |          |                    |                    |
| <ul style="list-style-type: none"> <li>Liquid Cooled Engine</li> <li>40 HP Gas EFI Engine</li> <li>Pressurized Oiling System with Spin On Filter</li> <li>Engine Protection Oil Pressure &amp; Water Temp</li> <li>High Capacity Air Filter</li> <li>49 State Emission Compliant</li> </ul>                                                 | <ul style="list-style-type: none"> <li>Beverage Holder (4)</li> <li>60/40 Split Bench Seats (3 Occupants)</li> <li>Under Seat, Upper &amp; Lower Dash Storage</li> <li>Sealed Glove Box Storage</li> <li>3 Seat Belts with 3 Point Restraint</li> </ul>                                                          |          |                    |                    |
| <b>Drive System</b>                                                                                                                                                                                                                                                                                                                         | <b>Tires</b>                                                                                                                                                                                                                                                                                                     |          |                    |                    |
| <ul style="list-style-type: none"> <li>CVT (Continuous Variable Transmission)</li> <li>Sealed CVT Cover w/remote intake &amp; exhaust</li> <li>Four Wheel Drive 3 Drive Modes</li> <li>Forward Travel, Two Range (H/L)</li> <li>Integrated In-Transmission Park (P)</li> <li>Brakes &amp; 4 Wheel, Hydraulic Disc with Dual-Bore</li> </ul> | <ul style="list-style-type: none"> <li>All Terrain Industrial (8 ply)</li> <li>Front/Rear, 26x10 12</li> </ul>                                                                                                                                                                                                   |          |                    |                    |
| <b>Front Calipers</b>                                                                                                                                                                                                                                                                                                                       | <b>Wheels</b>                                                                                                                                                                                                                                                                                                    |          |                    |                    |
| <ul style="list-style-type: none"> <li>CV Guard, Front</li> <li>Shaft Drive with CV Joints</li> </ul>                                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>Front/Rear, 12x6 Orange Steel Rim</li> </ul>                                                                                                                                                                                                                              |          |                    |                    |
| <b>Suspension &amp; Steering</b>                                                                                                                                                                                                                                                                                                            | <b>Electrical</b>                                                                                                                                                                                                                                                                                                |          |                    |                    |
| <ul style="list-style-type: none"> <li>Front &amp; Independent, Dual A Arm</li> <li>Rear &amp; Independent, Dual A Arm</li> <li>Adjustable Front and Rear Coil Over Shocks</li> <li>Rack &amp; Pinion w/ Electric Power Steering Assist</li> <li>Tilt Steering Column</li> </ul>                                                            | <ul style="list-style-type: none"> <li>Headlights, High &amp; Low Beams 4-35 Watts</li> <li>LED Tail &amp; Brake Lights</li> <li>6 Outlet Accessory Pwr Bar</li> <li>75 Amp/900W Stator</li> <li>575 CCA Battery</li> </ul>                                                                                      |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <b>Instrumentation Panel</b>                                                                                                                                                                                                                                                                                     |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <ul style="list-style-type: none"> <li>Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder, High Beam On, Engine Oil Pressure</li> </ul>                                                                                                                                                               |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <b>(Diesel only), Engine Temp High, Service Power Steering and Service Engine.</b>                                                                                                                                                                                                                               |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <ul style="list-style-type: none"> <li>LCD Display: Speedo, Engine Temp, Engine RPM, Volt,</li> </ul>                                                                                                                                                                                                            |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <b>Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position.</b>                                                                                                                                                                                             |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <b>Cargo Box and Frame</b>                                                                                                                                                                                                                                                                                       |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <ul style="list-style-type: none"> <li>Composite Cargo Box w/ Cylinder Lift Assist</li> <li>Quick Latch Tailgate w/ Single Latch</li> <li>Integrated Box Accessory System</li> <li>Rear Receiver Hitch &amp; 2 in.</li> <li>Full Chassis Skid Plates</li> <li>ROPS (Roller Over Protective Structure)</li> </ul> |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <b>Warranty</b>                                                                                                                                                                                                                                                                                                  |          |                    |                    |
|                                                                                                                                                                                                                                                                                                                                             | <ul style="list-style-type: none"> <li>1 year/1000 hours</li> </ul>                                                                                                                                                                                                                                              |          |                    |                    |
| <b>MY21 UV34 GAS</b>                                                                                                                                                                                                                                                                                                                        | <b>M1503-R00-Y21</b>                                                                                                                                                                                                                                                                                             | <b>1</b> | <b>\$0.00</b>      | <b>\$0.00</b>      |
| <b>Doors, Premium Poly w/Roll Down Glass</b>                                                                                                                                                                                                                                                                                                | <b>7360116</b>                                                                                                                                                                                                                                                                                                   | <b>1</b> | <b>\$3,133.35</b>  | <b>\$3,133.35</b>  |
| <b>Roof, Sport</b>                                                                                                                                                                                                                                                                                                                          | <b>7340670</b>                                                                                                                                                                                                                                                                                                   | <b>1</b> | <b>\$391.77</b>    | <b>\$391.77</b>    |

Attachment: NonContractualAppropriations.092721 (2975 : Non-Contractual Appropriations)



|                                  |         |   |            |            |
|----------------------------------|---------|---|------------|------------|
| Windshield, Tip-Out Glass        | 7360057 | 1 | \$1,391.41 | \$1,391.41 |
| Windshield Wiper and Washer      | 7434448 | 1 | \$529.20   | \$529.20   |
| Heater Deluxe Kit                | 7368504 | 1 | \$946.40   | \$946.40   |
| Electrical, Power Cargo Box Lift | 7360318 | 1 | \$659.40   | \$659.40   |
| Winch, Multi Mount 4500 lb       | 7385765 | 1 | \$825.59   | \$825.59   |
| Snow Plow Kit                    | 7233193 | 1 | \$1,572.66 | \$1,572.66 |

|                                 |                    |
|---------------------------------|--------------------|
| <b>Total of Items Quoted</b>    | <b>\$21,398.78</b> |
| <b>Dealer Assembly Charges</b>  | <b>\$1,020.00</b>  |
| <b>Quote Total - US dollars</b> | <b>\$22,418.78</b> |

## Notes:

*\*Prices per the Ohio STS – 800863*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Destination within the 48 Contiguous States.*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with placed order.*  
*\*TID# 38-0425350*  
*\*ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales,*  
*PO Box 6000, 250 E. Beaton Drive, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

## ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATED\_\_\_\_\_  
PRINT NAME AND TITLE\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_





**City Council Information Item**  
**Regular Meeting - September 27, 2021**

Submitted by: Adam Sackenheim,  
Submitting Department: Public Utilities

**Subject:**

Water Treatment Plant - System Improvements

**Legislation Title:**

Water Treatment Plant - System Improvements

**Background/Synopsis:**

The City's Water Division replaced and upgraded the carbon dioxide gas storage and feed system at the City's Water Treatment Plant in 2020. While the system is operational and working well, minor programming and integration improvements are still needed. These improvements will expand the redundancy and operational flexibility of the system. This appropriation will cover the costs associated with programming and integration work. Work will be performed by various City-approved vendors, including but not limited to the system manufacturer.

**Financial Impact:**

An appropriation in the amount of \$14,500.00 is being requested to cover the costs associated with integration work and system programming and improvements for the carbon dioxide gas feed system at the City's Water Treatment Plant. 2021 Funding for this project was included in the approved 2021-2025 CIP, under project 1WT05: Replace major process equipment. The funding source is the Water Replacement and Improvement Fund.

ORDINANCE NO. \_\_\_\_\_

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

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

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

|              |                                                                                                        |                 |
|--------------|--------------------------------------------------------------------------------------------------------|-----------------|
| <b>From:</b> | <b>Unappropriated Capital Improvement Fund</b>                                                         | <b>\$23,000</b> |
| To:          | 40216025-253200 Capital Equipment<br>(Parks Equipment - Utility Cart 1PR13)                            | \$23,000        |
| <b>From:</b> | <b>Unappropriated Water Replacement &amp; Improvement Fund</b>                                         | <b>\$14,500</b> |
| To:          | 60416025-252000 Improvements Other Than Building<br>(Carbon Dioxide Storage and Gas Feed System 1WT05) | \$14,500        |

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

Attachment: Non Contractual 9-27-Ord (2975 : Non-Contractual Appropriations)

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Non Contractual 9-27-Ord

Attachment: Non Contractual 9-27-Ord (2975 : Non-Contractual Appropriations)