

Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 13, 2021 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

- 1. COUNCIL-MANAGER BRIEFING**
 - A. 6:00 PM - Automated Metering
- 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**
 - a. Fairfield Chamber of Commerce Update
- 8. PUBLIC HEARING(S)**
- 9. APPROVAL OF MINUTES**
 - a. Regular Meeting held August 9, 2021
 - b. Special Meeting Minutes - August 18, 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

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 - Second Reading

G. FINANCE & BUDGET COMMITTEE

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

11. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

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

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 - First Reading
 - Set Joint Public Hearing Date - September 27, 2021
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 - First Reading
- Set Joint Public Hearing Date - September 27, 2021

C. PUBLIC SAFETY COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to accept the AFG Fire Prevention and Safety Grant in the amount of \$16,635.50
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC WORKS COMMITTEE

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

1. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. 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
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings

- Motion - Adoption

E. PUBLIC UTILITIES COMMITTEE

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

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

F. FINANCE & BUDGET COMMITTEE

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

1. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to 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 - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. 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.
 - 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." - Supplemental Appropriations
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

5. 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: \$150,000 for 2021 Headwall Replacement and Culvert Extension; \$295,000 for emergency repair of critical treatment equipment at sewer plant; \$103,539 for site improvement at 5742 River Road (various vendors); \$10,000 for sidewalk gap program (existing contract).

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

6. 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: \$16,636 for purchase of equipment for Fire Investigation Team; \$9,500 for general use laptops; \$8,400 for Route 4 BPS Pump Replacement; \$25,000 for Seward Tank asphalt improvements; \$22,700 for outfitting Ford F350 #643 Sewer; \$11,495 for outfitting Ford F350 #653 Parks; \$45,000 for Secondary Clarifier Lift Station repairs; \$10,000 for replacement copier for Fire Department; \$10,000 for Community Arts Center furniture, fixtures and equipment; \$60,000 for Parks Facilities Improvements (various vendors); \$35,000 for Oakwood Park Improvements; \$45,863 for Public Works repairs and upgrades; \$12,300 for Wet Well 1 cleaning.

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

12. 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

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
August 9, 2021**

Council-Manager Briefing

Major Construction

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, Jake Burton, Steve Maynard, Ben Mann, Carol Mayhall, Tiphonie Mays, Adam Sackenheim, and Greg Kathman.

Public Works Director Ben Mann presented the Major Construction update. 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 Woeste 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

Minutes Acceptance: Minutes of Aug 9, 2021 7:00 PM (Approval of Minutes)

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

- To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official;
 - To consider the purchase of property for public purposes;
 - To consider negotiations with other political subdivisions respecting requests for economic development assistance;
 - Pending or imminent court action;
 - Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- Roll call vote. Motion carried 7-0.

Special Presentations and Citizen Comments

Mayor Miller administered the ceremonial Oath of Office to four (4) new Firefighter/Paramedics and welcomed them to the city.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of July 12, 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

Public Utilities Committee

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

Finance & Budget Committee

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

Minutes Acceptance: Minutes of Aug 9, 2021 7:00 PM (Approval of Minutes)

NEW BUSINESS

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

Parks, Recreation and Environment Committee

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

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Leslie Besl, Council Member, 1st Ward
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to authorize the Acting City Manager to enter into an agreement with the Fairfield Community Foundation to establish a "Friends of the Parks" fund to capture charitable donations that will enhance the department's mission and declaring an emergency.

Recommendation:

It is recommended by the Parks and Recreation Board, through Resolution 2021-10 passed on July 20, 2021, that the City Council authorize the City Manager to enter into an agreement with the Fairfield Community Foundation to establish a "Friends of the Parks" fund to capture charitable donations that will enhance the departments mission.

ORDINANCE NO. 87-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to enter into a contract with Barry Brown Paving for the Harbin Park Pickleball Courts Project and declaring an emergency.

Recommendation:

The Parks and Recreation Board is recommending, through Resolution 2021-09 on July 20, 2021, that City Council authorize the City Manager to enter a contract with Barry Brown Paving (Fairfield, OH) in the amount of \$87,510.00 for the Harbin Park Pickleball Courts (8) Project. Rules suspension is being requested in order to expedite the project in an effort to coordinate and run simultaneously with the current construction projects

taking place.

ORDINANCE NO. 88-21. APPROVED 7-0.

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

Public 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 resolution.

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

Resolution to accept the material terms of the One Ohio Subdivision settlement pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement and authorize the Acting City Manager to execute the participation agreement for the settlement and declaring an emergency.

Recommendation:

It is recommended that Council adopt a resolution approving the proposed settlement with Amerisource Bergen, Cardinal Health and McKesson (the Distributors) through the One Ohio Consortium. The settlement is explained in the attached Exhibit 1.

RESOLUTION NO. 8-21. 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 Aug 9, 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 enter into a contract with Civil & Environmental Consultants, Inc. for Professional Safety Engineering Services for Fairfield Detention “A” and “C” Dams and Fairfield Golf Course Lake Dam

Recommendation:

It is recommended that the City Council authorize an appropriation of \$70,000.00 be made from the General Fund and that Council authorize the City Manager to enter into a contract with Civil & Environmental Consultants, Inc. for the engineering services to perform the above referenced engineering services.

ORDINANCE NO. 89-21. 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

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 first reading of this ordinance.

RESULT: FIRST READING Next: 9/13/2021 7:00 PM

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to enter into a contract with Prodigy Building Solutions for the replacement and upgrade of roofing and HVAC systems at the City's Water Treatment Plant and declaring an emergency.

Recommendation:

Minutes Acceptance: Minutes of Aug 9, 2021 7:00 PM (Approval of Minutes)

It is recommended that City Council authorize the City Manager to enter into a contract with Prodigy Building Solutions, West Chester, OH, and appropriate project funding in the amount of \$175,000.00 for the replacement and upgrade of roofing and HVAC systems at the City's Water Treatment Plant. Rules suspension is requested in order to expedite the project.

ORDINANCE NO. 90-21. APPROVED 7-0.

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

Finance & Budget Committee

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

An ordinance determining to reduce and recertify special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Recommendation:

It is necessary for the City Council to pass an ordinance to reduce special assessments levied for the purposes of constructing certain improvements at the Cincinnati Mall.

It is recommended that Council authorize and direct the preparation of legislation to reduce the special assessments levied for the purpose of constructing certain improvements at the parking garage located at the Cincinnati Mall. In order to meet the special assessment deadline of Butler County, a suspension of the rules and emergency are requested.

ORDINANCE NO. 91-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

Ordinance levying special assessments for the repair of sidewalks (including aprons) in the City of Fairfield, Ohio and declaring an emergency.

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation to levy the assessments for the repair of sidewalks against lands and lots benefited by such improvements. The legislation will require the emergency clause since unpaid assessments will be billed to the property owners to allow 30 days for payment before certifying the outstanding balance to the County Auditor and issuing bonds.

ORDINANCE NO. 92-21. 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." - Supplemental Appropriations

Recommendation:

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

ORDINANCE NO. 93-21. 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.

Minutes Acceptance: Minutes of Aug 9, 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.”

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. 94-21. 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.

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

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

Recommendation:

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

ORDINANCE NO. 95-21. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, September 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, September 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Tuesday, October 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:30 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 8:30 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Aug 9, 2021 7:00 PM (Approval of Minutes)

Fairfield Public Works - Upcoming Major Projects

*Council - Manager Briefing
Monday, August 9, 2021*

Construction Schedules

- ❖ Ramp Y - 275 - South Gilmore (Fall 2021)
- ❖ Route 4 - Michael - Camelot (Spring 2022)
- ❖ Route 4 - 275 to Seward Road (Summer 2023)
- ❖ South Gilmore - Mack to Resor (Spring 2025)
- ❖ Pleasant Avenue Paving - Entire Length (Summer 2026)
 - Widening for turn lanes at Calumet and South of Happy Valley (Fall 2022 or Summer 2023)

275 Ramp Y Project

- ▶ Coordinated with Butler County Transportation Improvement District
- ▶ Improvement was left out in 2012 (able to go forward now based on revised traffic analysis)
- ▶ Recommended in earlier traffic studies as well as an additional lane from Mack to Resor
- ▶ Relatively small project without right of way acquisitions or major utility relocations
- ▶ City will administer with ODOT oversight

Right turn into Omniplex will be a combination Thru/Right.

275 Ramp Y Improvements

Right lane traffic has to get on the interstate.
Ramp is about 2000' long, merge will be 500'.



Route 4-Michael-Camelot Intersection Project

- ▶ Coordinated with ODOT (HSIP Funding)
- ▶ Better aligned intersection will allow for better traffic flow (Michael-1948, Camelot-1974)
- ▶ Right of way acquisitions and utility relocations were an obstacle
- ▶ Similar to project at Holden and Route 4
- ▶ City will administer with ODOT oversight

SCALE IN FEET
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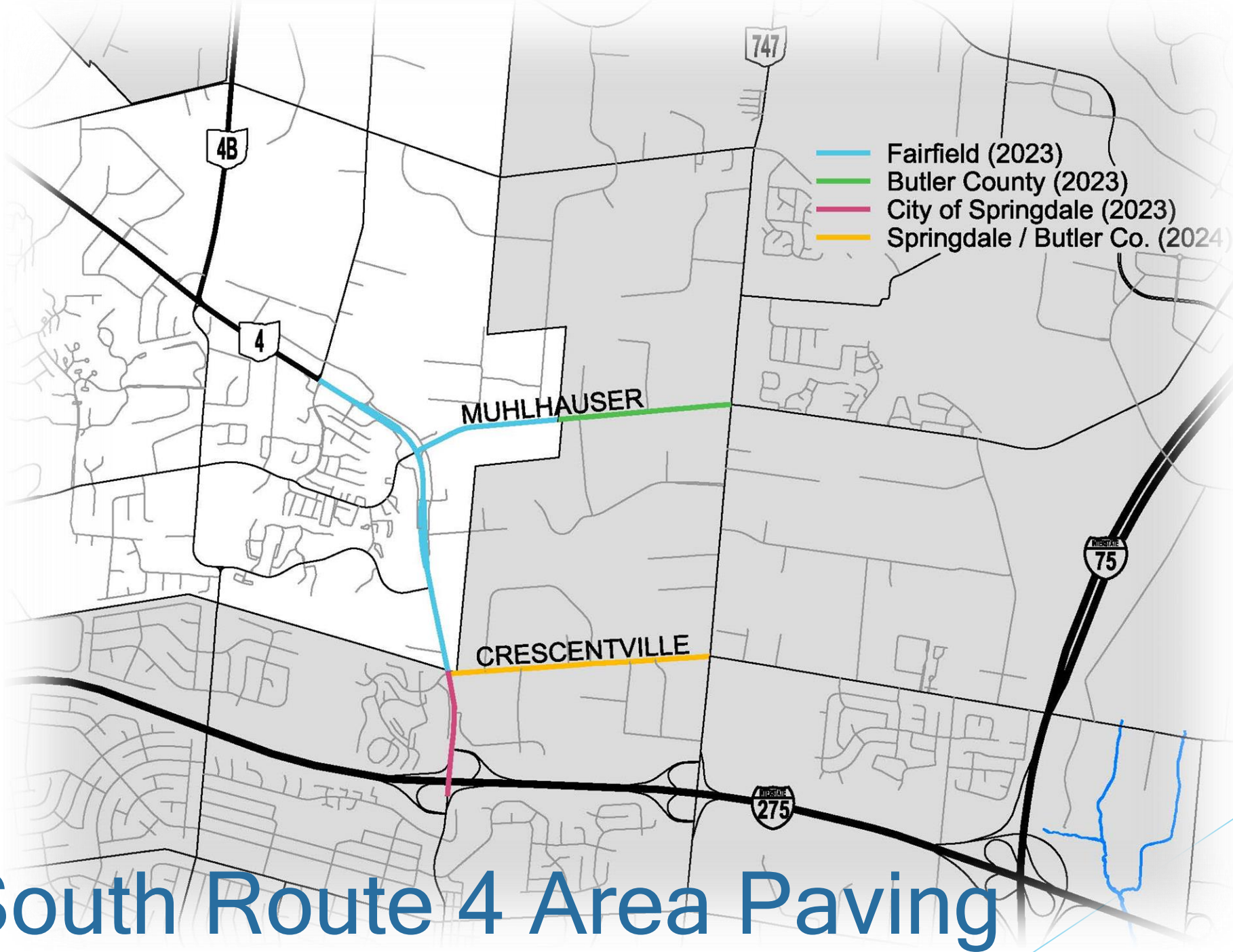
Will repave Papa John's lot and restripe.

Extended sidewalk to Jungle's Main Drive and kept 3-lanes wide.

Route 4 - Michael-Camelot Proposed Improvements

Route 4 Paving 275 to Seward Road

- ▶ Coordinated with ODOT for Funding
- ▶ Working with Springdale for 2023 Timing (North of Seward was paved in 2018)
- ▶ Fairfield will administer with Springdale's input and ODOT oversight
- ▶ BCEO and Fairfield paving Muhlhauser in 2023
- ▶ BCEO and Springdale paving Crescentville in 2024



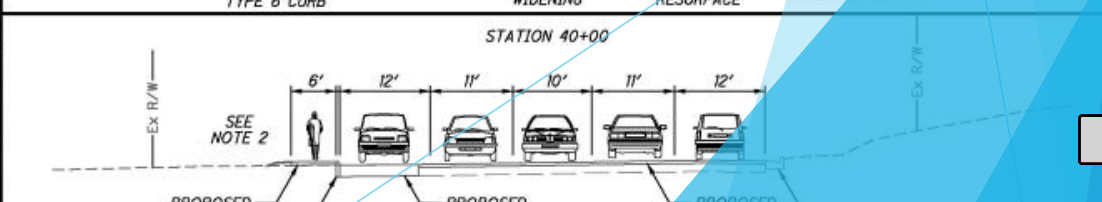
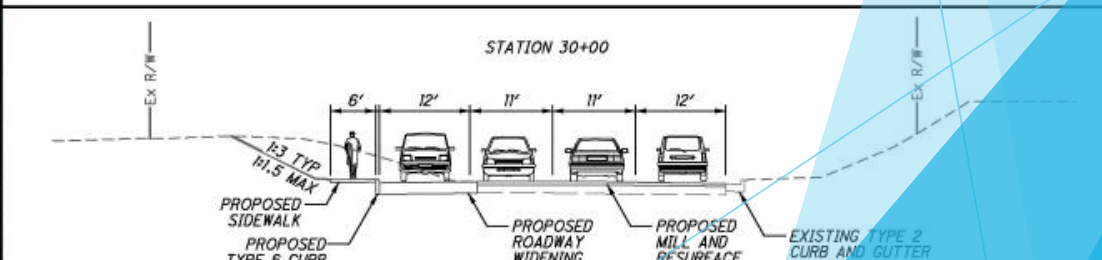
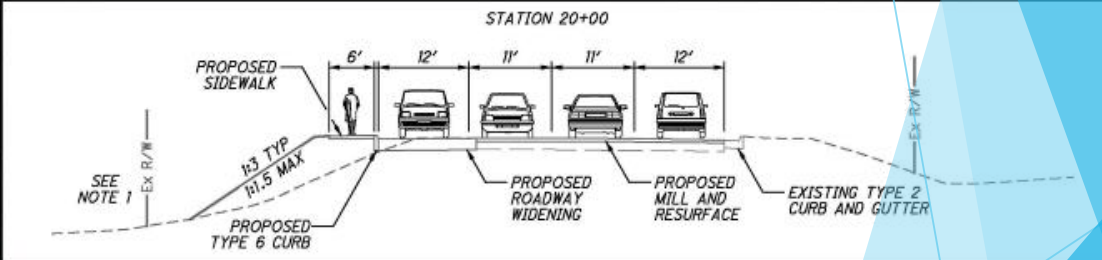
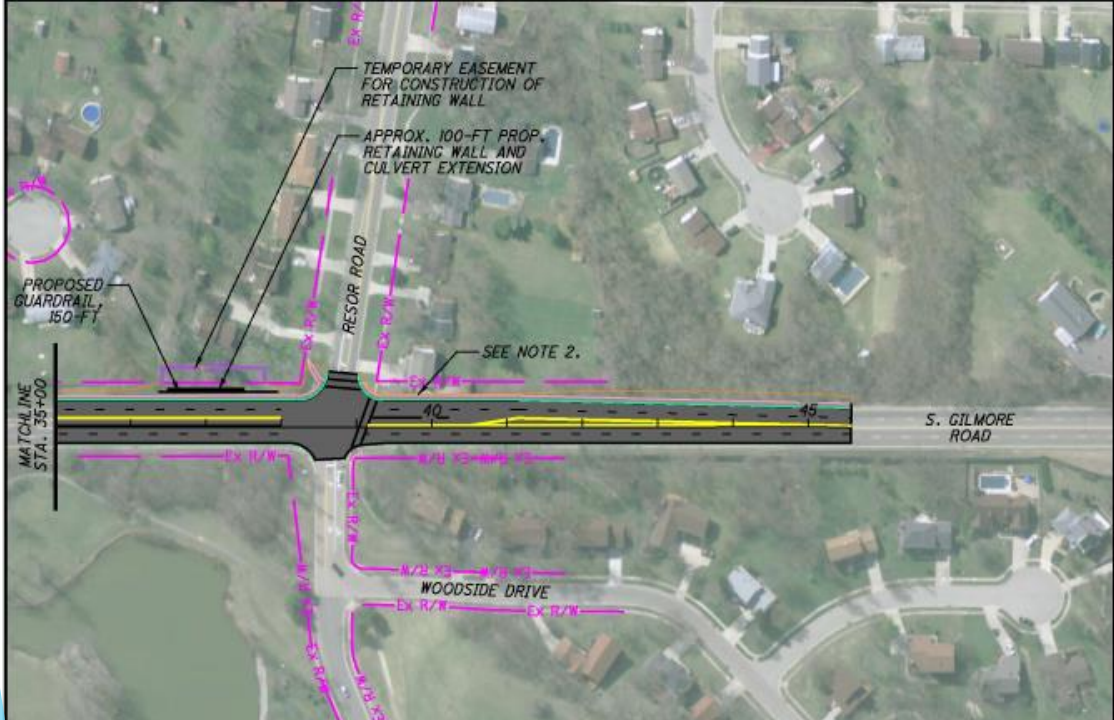
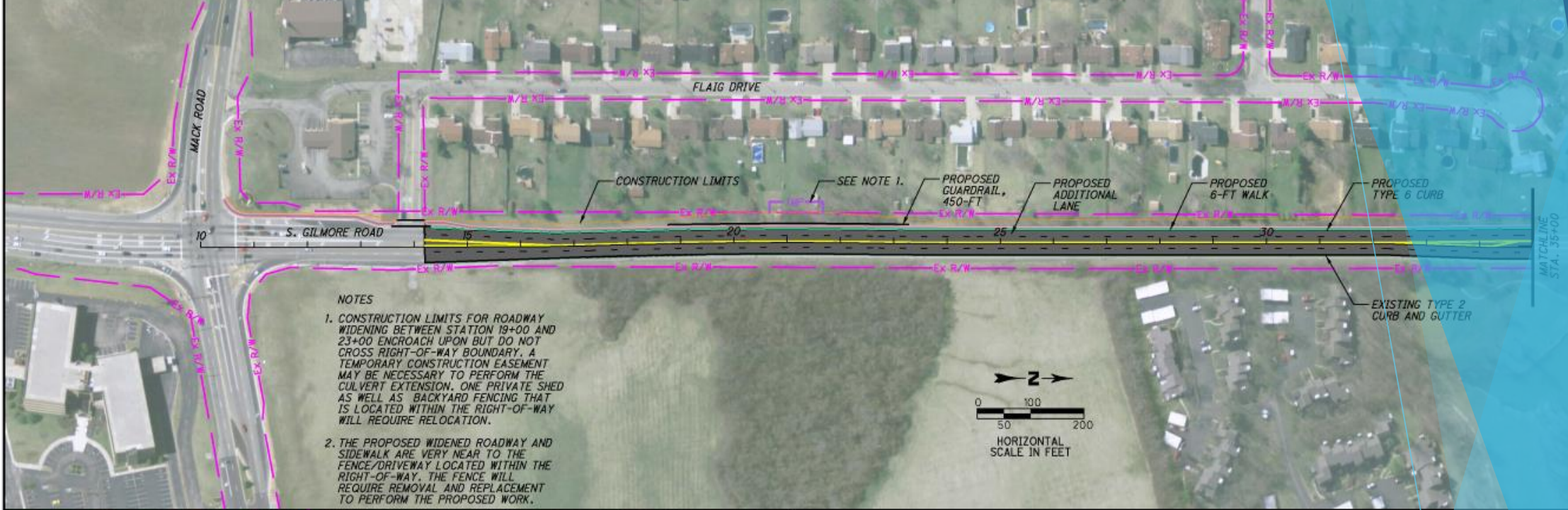
- Fairfield (2023)
- Butler County (2023)
- City of Springdale (2023)
- Springdale / Butler Co. (2024)

South Route 4 Area Paving

South Gilmore

Mack to Resor Project

- ▶ OKI Regional Council of Governments Grant
- ▶ Recommended all the way back in 2006
- ▶ Project will give us Two SB Lanes from the High School to 275
- ▶ Remove existing bottleneck for SB traffic approaching Resor Road
- ▶ Early in design: options for sidewalks, lane widths, retaining walls, and right of way acquisition are being considered
- ▶ Public involvement and briefings to follow
- ▶ City will administer with ODOT oversight



SOUTH GILMORE ROAD
PROPOSED WIDENING EXHIBIT

Pleasant Avenue Paving

- ▶ Tentatively for 2026
- ▶ Paved end to end in 2009
- ▶ Working with ODOT for funding and timing
- ▶ Minor improvements already designed for
Turn lane improvements (OPWC Funding
anticipated for late 2022, early 2023)
- ▶ Coordination with possible improvements in
the Wessel to Patterson area (last briefing)

Happy Valley Drive /
Gelhot Drive

Calumet Way

Pleasant Avenue

9.a

Minutes Acceptance: Minutes of Aug 9, 2021 7:00 PM (Approval of Minutes)

Outside Funding

- ❖ Ramp Y - 275 - South Gilmore
 - Nearly 100% Engineering Funding through BCTID, Construction Funding 80% through OKI
- ❖ Route 4 - Michael - Camelot
 - Nearly 90% Funding of Engineering, Right of Way, and Construction through ODOT Highway Safety Program (Some additional Funding through CDBG for Road and Waterline)
- ❖ Route 4 - 275 to Seward Road (Summer 2023)
 - Approximately 50 - 60% Funding of Construction through ODOT Urban Paving Program
 - Will use matching funds from OPWC for Construction
- ❖ South Gilmore - Mack to Resor (Spring 2025)
 - Approximately 70% Funding of Right of Way and Construction through OKI
 - Received \$225,000 towards engineering from County Motor Vehicle Fund through Butler Co.
 - May use matching funds from OPWC for Construction
- ❖ Pleasant Avenue Paving - Entire Length (Summer 2026)
 - Probably 60 - 70% Funding of Construction through ODOT Urban Paving Program
 - 50 -60% Funding of Construction of turn lane project through OPWC

Questions?

MINUTES

**Fairfield City Council
Special Meeting of Council
August 18, 2021**

Call to Order

Vice Mayor Leslie Besl called the Special Meeting of August 18, 2021 to order at the Fairfield Municipal Building, 5350 Pleasant Avenue at 6:00 PM. Councilmembers present were Leslie Besl, Dale Paullus, Terry Senger, Tim Abbott, Mark Scharringhausen, and Bill Woeste. Councilmember Abbott, seconded by Councilmember Senger, moved to excuse Councilmember Oberson and Mayor Miller. Motion carried 6-0.

Executive Session

Vice Mayor Besl, seconded by Councilmember Senger, made a motion for Executive Session to consider the appointment, employment, dismissal, discipline, promotion or compensation of a public employee or official and to discuss the purchase of real estate for public use. Vice Mayor Besl took a roll call vote. Motion carried 6-0. Council recessed to executive session at 6:03 PM. Council resumed open session at 7:52 PM.

Adjournment

Councilmember Abbott, seconded by Councilmember Scharringhausen, moved to adjourn the meeting. Motion carried 6-0. The meeting adjourned at 7:52 PM.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date approved: _____

Attachment: Special Meeting Minute - CityManagerSearch.081821 (2961 : Special Meeting Minutes - August 18, 2021)



City Council Ordinance
Regular Meeting - September 13, 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 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 ~~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 1ST 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 Action Item
Regular Meeting - September 13, 2021

Submitted by: Alisha Wilson, Clerk

Submitting Department: Clerk

Subject:

City Manager Search Suspension

Legislation Title:

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

Recommendation:

Background/Synopsis:

Financial Impact:

Rule Suspension Requested:

Emergency Provision Needed:



City Council Ordinance
Regular Meeting - September 13, 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 vacant lot is outlined with a red border. The lot is mostly brown and tan, with some dark, dense trees on the left side. Surrounding the lot are various streets and other residential lots with houses and trees. Labels for streets include 'WHITNEY LN', 'GILMORE DR', 'FLAG DR', 'S GILMORE RD', 'TWIN LAKES DR', 'MACK RD', and 'CINCINNATI'. A large white box with red text is on the right, and two white boxes with black text are at the top and bottom.

11.B.1.a

Attachment:

Packet Pg. 43

Item	Revision Description	Date	Dwn: Chk:
1			
2			
3			
4			
5			
6			
7			
8			

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

Attachment: Site



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

1/1

Packet Pg. 44

Plot time: Aug 18, 2021 - 4:01pm
Drawing name: J:\2021\21-0113\CV

Plot time: Aug 18, 2021 - 4:01pm
Drawing name: J:\2021\21-0113\C\VDWG\21-0113 CC.dwg - Layout Tab: CC



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 13, 2021

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

Subject:

Amendment to Planning and Zoning Code

Legislation Title:

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

Recommendation:

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

Background/Synopsis:

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

Financial Impact:

There is no financial impact with this request.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

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

CHAPTER 1169
M-1 Industrial Park District

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

CROSS REFERENCES

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

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

Signs - see P. & Z. Ch. 1187

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

1169.01 PRINCIPAL PERMITTED USES.

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

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

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

1169.02 CONDITIONAL USES.

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

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

1169.03 ACCESSORY USES.

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

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

1169.04 REQUIRED CONDITIONS.

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

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

1169.05 PROHIBITED USES.

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

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

1169.06 LOT AREA, FRONTAGE AND YARD REQUIREMENTS.

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

(a) Nonresidential Use.

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

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

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

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

1169.07 HEIGHT REGULATIONS.

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

CHAPTER 1173 M-2 General Industrial District

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

CROSS REFERENCES

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

Signs - see P. & Z. Ch. 1187

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

1173.01 PRINCIPAL PERMITTED USES.

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

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

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

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

1173.02 CONDITIONAL USES.

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

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

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

Hogfarm.

Junkyards.

Livestock feeding yard.

~~Motor vehicle storage yard.~~

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

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

Slaughtering of animals or stockyards.

Smelting of ferrous or nonferrous ores.

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

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

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

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

1173.03 ACCESSORY USES.

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

1173.04 REQUIRED CONDITIONS.

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

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

1173.05 PROHIBITED USES.

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

1173.06 HEIGHT REGULATIONS.

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

1173.07 LOT AREA FRONTAGE AND YARD REQUIREMENTS.

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

(a) Nonresidential.

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

(b) Screening and Buffering.

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

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

CHAPTER 1133
Definitions

1133.01 Definitions.

CROSS REFERENCES

Subdivision regulations definitions - see P. & Z. 1105.01

Sign definitions - see P. & Z. 1187.02

Building Code definitions - see BLDG. Ch. 1303

1133.01 DEFINITIONS.

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

(1) – (63.1).....

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

(64) – (79)

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

ORDINANCE NO. _____

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

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

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

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

Passed _____ Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Don Bennett,
Submitting Department: Fire

Subject:

Acceptance of AFG Fire Prevention and Safety Grant

Legislation Title:

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

Recommendation:

As part of the 2020 AFG Grant the Fire Department applied for \$16,635.50 for the purchase of tools and equipment for the Fire Investigation Team. The equipment will range from cameras, recording equipment, combustible gas meters, and various evidence collection equipment.

An appropriation of \$16,635.50 will be required to support the purchase of the equipment with \$15,843.33 being reimbursed by the AFG grant. The total expense to the City will be \$792.17.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Attachments:

1. AFG Fire Prevention-Ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ACCEPT
THE AFG FIRE PREVENTION AND SAFETY GRANT IN THE AMOUNT OF
\$16,635.50.

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

Section 1. The Acting City Manager is hereby authorized to accept the AFG Fire Prevention and Safety Grant in the amount of \$16,635.50 in accordance with the grant agreement on file in the office of the Acting City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\AFG Fire Prevention Grant-Ord

Attachment: AFG Fire Prevention-Ord (2947 : Acceptance of AFG Fire Prevention and Safety Grant)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Ordinance to declare equipment as surplus.

Legislation Title:

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.

Recommendation:

Background/Synopsis:

Once an asset is declared as surplus by the city it can be sold at public auction. The city will place the items to be sold on the on-line auction site Govdeals.com which is open to the general public. Govdeals.com collects the sale price from the highest bidder and issues a check to the city for the sale price. Equipment may also be sold to another government entity, auctioned by another government entity, traded in, or sold to a scrap facility, if considered more beneficial to the City. Please see the attachment for specific equipment.

Financial Impact:

None

Emergency and Rules Suspension:

Rules Suspension is being requested to facilitate the sale.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. 23 Fleet surplus council letterSeptember 2021
2. Surplus Vehicles and Equipment-Ord

Surplus Items September 13th 2021

UNIT	YEAR	MAKE	MODEL	VIN/SERIAL	DEPARTMENT
26	2001	INTERNATIONAL	4900	1HTSDAAN11H356878	STREET
214	1989	HYSTER	FORK LIFT	A187V14081K	STREET
630	2007	CHEVROLET	SILVERADO 3500	1GBHK34U87E127513	STREET
634	2004	FORD	F-550	1FDAF56P04ED46395	STREET
637	2007	CHEVROLET	SILVERADO 3500	1GBHK34UX7E129778	STREET
644	2007	CHEVROLET	SILVERADO 3500	1GBJK34U57E132265	SEWER
649	2004	FORD	F-550 UTILITY	1FDAF57P94ED65168	SEWER
656	2007	CHEVROLET	SILVERADO 3500	1GCHK34U37E128371	PARKS
721	2014	FORD	EXPLORER	1FM5K8ARXEGB80139	POLICE
739	2015	FORD	EXPLORER	1FM5K8AR8FGA46389	POLICE
748	2015	FORD	EXPLORER	1FM5K8AR4FGA46390	POLICE
754	2009	GMC	SIERRA 2500	1GTHK49K19E153978	POLICE
777	2010	FORD	CROWN VICTORIA	2FABP7BV7AX102426	POLICE
6112	2004	GMC	CANYON	1GTDT196348201954	BUILDING
7022	2010	FORD	TAURUS	1FAHP2DWXAG124865	POLICE
7023	2010	FORD	TAURUS	1FAHP2DW1AG124866	POLICE
8-M33B	2013	INTERNATIONAL	AMBULANCE	1HTMNAAL4DH307828	FIRE

Attachment: 23 Fleet surplus council letter September 2021 (2955 : Ordinance to declare equipment as surplus.)

ORDINANCE NO. _____

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.

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

Section 1. Seventeen (17) City motor vehicles and pieces of City equipment, as shown on the list on file in the office of the Clerk of Council are hereby declared surplus and not needed for municipal purposes and the Acting City Manager is hereby authorized to execute the agreement on file in his office with Govdeals.com for sale of said motor vehicles and equipment.

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\Surplus Vehicles and Equipment-Ord

Attachment: Surplus Vehicles and Equipment-Ord (2955 : Ordinance to declare equipment as surplus.)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Construction Award for 2021 Headwall Replacement and Culvert Extension – Starlight Estates

Legislation Title:

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.

Background/Synopsis:

This item is for the construction of a culvert extension and headwall replacement. A preliminary study was commissioned last year and Fishbeck provided construction alternatives to the Public Works Department. This final engineering provided the City with the plans needed to bid this construction project.

The headwall failure was discovered by staff through routine inspections and is in need of replacement. The City will extend the existing pipe so that this type of failure will be less likely to occur in the future.

Funding has been programmed in the 2021-2025 Capital Improvements Program as 1PW51.

Public Works advertised this project and bids were opened on August 23, 2021 for the 2021 Starlight Estates Culvert Extension improvements Project. Five (5) bids were received. The complete bid results are attached.

Financial Impact:

The financial impact of the project is the requested funding of \$150,000.00 (\$127,293.17 base bid and a contingency of \$22,706.87) from the Capital Improvement Fund. This contingency is being requested due to the relative unknowns in subsurface conditions around the headwall failure.

Emergency Provision Explanation:

A suspension of rules, immediate adoption, and emergency provision are being requested in order to begin this project as soon as practical and take advantage of dry conditions if possible.

Rule Suspension Requested:

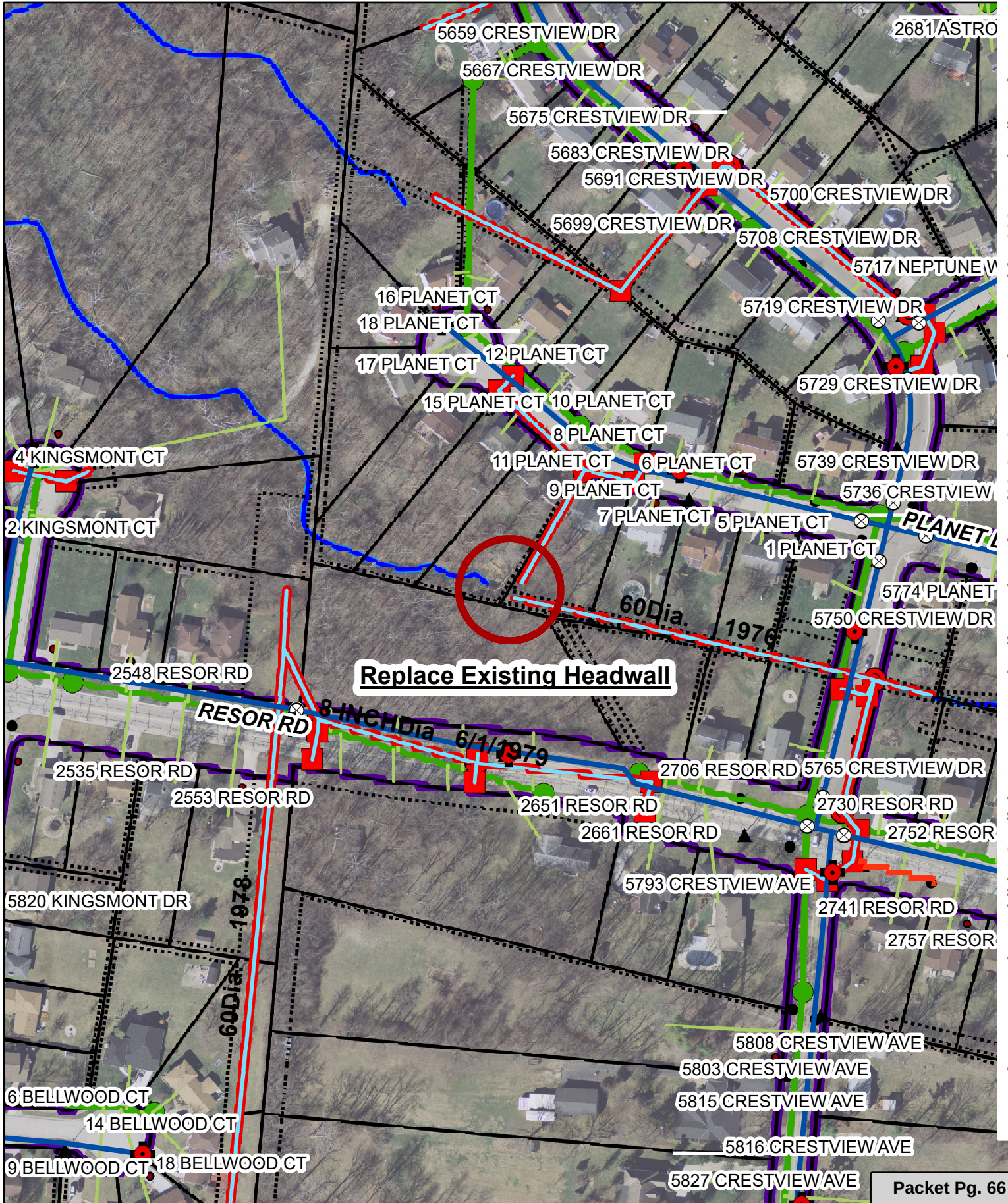
Yes

Emergency Provision Needed:

Yes

Attachments:

1. Location Exhibit - Starlight Estates Headwall Repair Project
2. Starlight Estates Headwall in need of Repair
3. Starlight Estates Culvert Extension Bid Results
4. Majors-Ord



Starlight Estates Headwall in need of Repair



City of Fairfield
 Bid Tabulation for
 Starlight Estates Culvert Extension
 Bid Opening: August 23, 2021
 Engineer's Estimate: \$163,585.00

				Rack & Ballauer 11321 Paddy's Run Road Hamilton, OH 45013 513-738-7000		DIX Construction 5005 Winton Road Cincinnati, OH 45232 513-577-2323		W. G. Stang 2403 Jacksonburg Road Hamilton, OH 45011 513-863-6924		Majors Enterprises 6393 Hamilton Lebanon Road Monroe, OH 45050 513-464-6777	
Item	Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Miscellaneous											
201	Clearing and grubbing	1	Lump	\$ 5,000.00	\$ 5,000.00	\$ 27,700.00	\$ 27,700.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
201	Headwall removed, as per plan	1	Each	\$ 8,500.00	\$ 8,500.00	\$ 1,340.00	\$ 1,340.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
613	Low strength mortar backfill, as per plan	100	CY	\$ 90.00	\$ 9,000.00	\$ 143.00	\$ 14,300.00	\$ 175.00	\$ 17,500.00	\$ 125.00	\$ 12,500.00
SPEC	Dumped recycled concrete, as per plan	930	CY	\$ 20.00	\$ 18,600.00	\$ 26.35	\$ 24,505.50	\$ 7.50	\$ 6,975.00	\$ 15.00	\$ 13,950.00
SPEC	Trucking dumped rock fill, as per plan	1	Lump	\$ 26,000.00	\$ 26,000.00	\$ 7,415.00	\$ 7,415.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00
SPEC	Construction access road, as per plan	1	Lump	\$ 8,000.00	\$ 8,000.00	\$ 16,025.00	\$ 16,025.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
Erosion Control											
659	Topsoil (4")	56	CY	\$ 60.00	\$ 3,360.00	\$ 54.15	\$ 3,032.40	\$ 50.00	\$ 2,800.00	\$ 75.00	\$ 4,200.00
659	Seeding and mulching	500	SY	\$ 5.00	\$ 2,500.00	\$ 3.36	\$ 1,680.00	\$ 5.00	\$ 2,500.00	\$ 2.00	\$ 1,000.00
659	Repair seeding and mulching	25	SY	\$ 2.00	\$ 50.00	\$ 2.87	\$ 71.75	\$ 5.00	\$ 125.00	\$ 2.00	\$ 50.00
659	Commercial fertilizer	0.07	Ton	\$ -	\$ -	\$ 906.00	\$ 63.42	\$ 500.00	\$ 35.00	\$ 1.00	\$ 0.07
659	Lime	0.10	Acre	\$ -	\$ -	\$ 1,074.00	\$ 107.40	\$ 250.00	\$ 25.00	\$ 1.00	\$ 0.10
659	Water	3	M Gal	\$ -	\$ -	\$ 125.00	\$ 375.00	\$ 10.00	\$ 30.00	\$ 100.00	\$ 300.00
832	Erosion Control	1,000	Each	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
Drainage											
601	Rock channel protection, type B w/geotextile fabric	12	CY	\$ 200.00	\$ 2,400.00	\$ 198.00	\$ 2,376.00	\$ 200.00	\$ 2,400.00	\$ 175.00	\$ 2,100.00
601	Paved gutter, type 1-6	10	LF	\$ 1,000.00	\$ 10,000.00	\$ 211.00	\$ 2,110.00	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00
602	Concrete masonry, as per plan	4	CY	\$ 6,000.00	\$ 22,500.00	\$ 739.00	\$ 2,771.25	\$ 2,000.00	\$ 7,500.00	\$ 2,000.00	\$ 7,500.00
611	60" HDPE N-12, as per plan	79	LF	\$ 1,250.00	\$ 98,750.00	\$ 725.10	\$ 57,282.90	\$ 750.00	\$ 59,250.00	\$ 425.00	\$ 33,575.00
690	Special geotextile fabric	103.0	SY	\$ 10.00	\$ 1,030.00	\$ 4.43	\$ 456.29	\$ 5.00	\$ 515.00	\$ 6.00	\$ 618.00
Incidentals											
623	Construction layout stakes and surveying	1	Lump	\$ 2,300.00	\$ 2,300.00	\$ 1,465.00	\$ 1,465.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
624	Mobilization	1	Lump	\$ 10,000.00	\$ 10,000.00	\$ 15,400.09	\$ 15,400.09	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00
Total				Total Base Bid Amount							

City of Fairfield
 Bid Tabulation for
 Starlight Estates Culvert Extension
 Bid Opening: August 23, 2021
 Engineer's Estimate: \$163,585.00

Performance Site Development LLC
 1342 Spanger Road
 Fairborn, OH 45324
 937-410-4645

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
Miscellaneous					
201	Clearing and grubbing	1	Lump	\$ 6,995.00	\$ 6,995.00
201	Headwall removed, as per plan	1	Each	\$ 1,950.00	\$ 1,950.00
613	Low strength mortar backfill, as per plan	100	CY	\$ 139.00	\$ 13,900.00
SPEC	Dumped recycled concrete, as per plan	930	CY	\$ 9.75	\$ 9,067.50
SPEC	Trucking dumped rock fill, as per plan	1	Lump	\$ 12,100.00	\$ 12,100.00
SPEC	Construction access road, as per plan	1	Lump	\$ 4,225.00	\$ 4,225.00
Erosion Control					
659	Topsoil (4")	56	CY	\$ 69.00	\$ 3,864.00
659	Seeding and mulching	500	SY	\$ 4.20	\$ 2,100.00
659	Repair seeding and mulching	25	SY	\$ 1.00	\$ 25.00
659	Commercial fertilizer	0.07	Ton	\$ 545.00	\$ 38.15
659	Lime	0.10	Acre	\$ 1,150.00	\$ 115.00
659	Water	3	M Gal	\$ 1.25	\$ 3.75
832	Erosion Control	1,000	Each	\$ 1.00	\$ 1,000.00
Drainage					
601	Rock channel protection, type B w/geotextile fabric	12	CY	\$ 215.00	\$ 2,580.00
601	Paved gutter, type 1-6	10	LF	\$ 325.00	\$ 3,250.00
602	Concrete masonry, as per plan	4	CY	\$ 1,645.00	\$ 6,168.75
611	60" HDPE N-12, as per plan	79	LF	\$ 795.00	\$ 62,805.00
690	Special geotextile fabric	103.0	SY	\$ 5.50	\$ 566.50
Incidentals					
623	Construction layout stakes and surveying	1	Lump	\$ 2,750.00	\$ 2,750.00
624	Mobilization	1	Lump	\$ 3,200.00	\$ 3,200.00
Total				Total Base Bid Amount	\$ 136,703.65

These bids will be reviewed by the Public Works Department.
 There is no guarantee that the contract will be awarded to
 bidder deemed to be the best and the lowest.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH MAJORS ENTERPRISES OF MONROE, OHIO FOR THE 2021 HEADWELL REPLACEMENT AND CULVERT EXTENSION – STARLIGHT ESTATES 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 Majors Enterprises of Monroe, Ohio for the 2021 Headwell Replacement and Culvert Extension – Starlight Estate in accordance with the bid on file in the office of the Acting City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

OPWC Grant Application for 2022 Pleasant Avenue Improvement Project

Legislation Title:

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.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute a grant application with OPWC for financial assistance for the 2022 Pleasant Avenue Improvement Project. This project is for the widening of Pleasant Avenue in two locations to accommodate turn lanes. The first location is to widen pavement to extend the two-way center left turn lane on Pleasant Avenue south of Happy Valley Drive. The second location is to widen pavement to allow for a left turn lane (southbound) into Calumet Drive.

This project includes pavement widening, grading, reconstructing portions of curb, curb ramps, storm sewer improvements, milling, overlay, etc.

This project is scheduled to bid in the summer of 2022 and construction will begin in late summer/early fall of 2022.

This project is programmed in the current 2021-2025 CIP as 3PW36. The plan had been to apply for the funding and if awarded in summer of 2022, wait until spring 2023 to bid. Public Works would like to program this to accelerate this to the fall of 2022 as we should have the staff availability to complete it ahead of that original schedule. If approved, OPWC District 10 would be funding \$300,000 of the project. The City share would be approximately 52% of this \$627,055 project.

Financial Impact:

No immediate financial impact.

Emergency Provision Explanation:

The final application is due to Butler County by October 1; therefore a suspension of the rules and emergency provision are being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

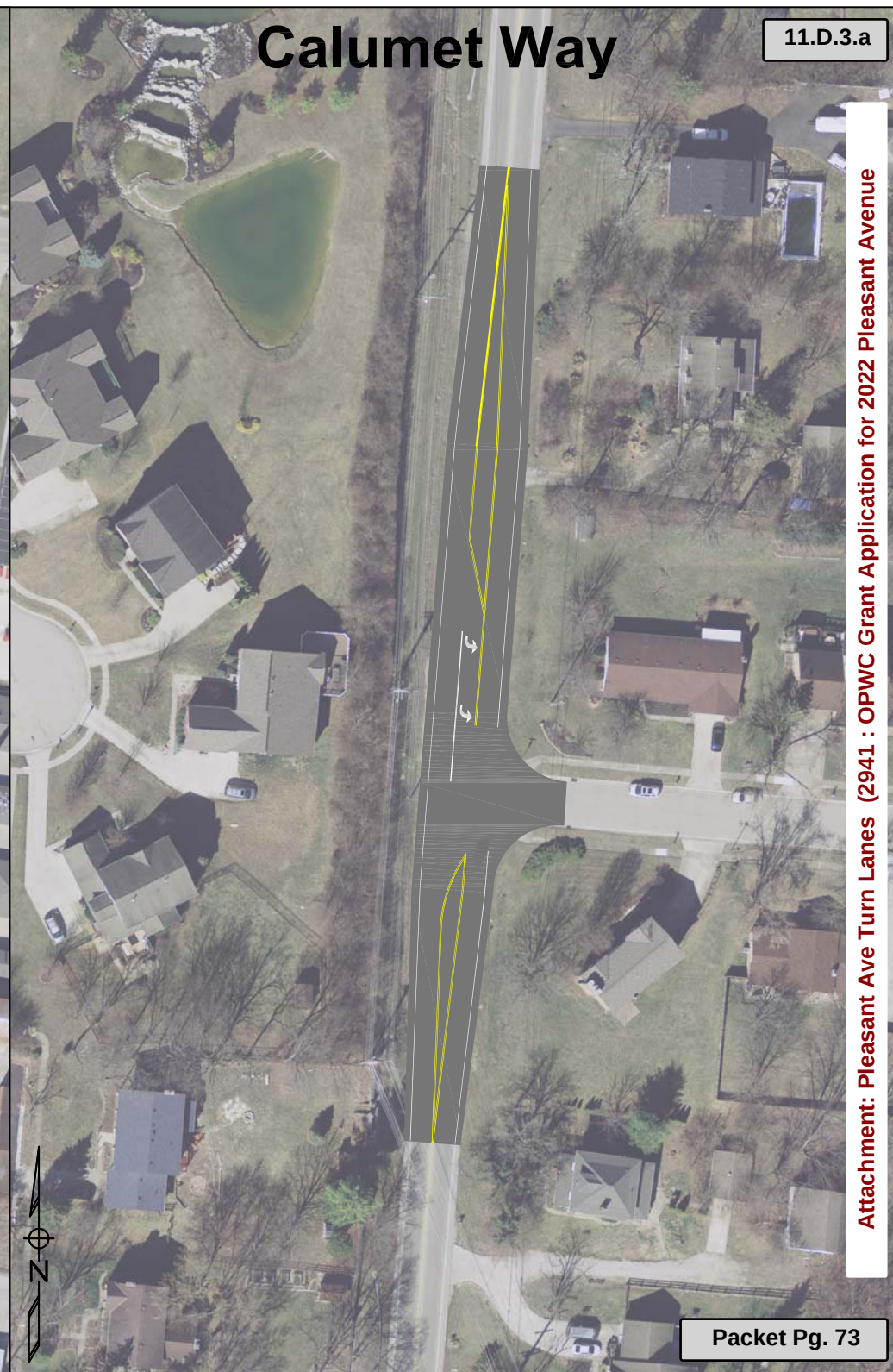
1. Pleasant Ave Turn Lanes
2. OPWC-Ord

Happy Valley Drive / Gelhot Drive



Calumet Way

11.D.3.a



Attachment: Pleasant Ave Turn Lanes (2941 : OPWC Grant Application for 2022 Pleasant Avenue

ORDINANCE NO. _____

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.

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

Section 1. The Acting City Manager is hereby authorized 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 in accordance with the application and agreement on file in the office of the Acting City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the final application is due to Butler County by October 1, 2021; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

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

Attachment: OPWC-Ord (2941 : OPWC Grant Application for 2022 Pleasant Avenue Improvement Project)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

OPWC Grant Application for 2023 Route 4 Urban Paving Improvement Project

Legislation Title:

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.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute a grant application with OPWC for financial assistance for the 2023 Route 4 Urban Paving Improvement Project.

The work will include the milling of the existing pavement, asphalt surface course, pavement markings, concrete curb replacement, and any needed adjustments to sanitary manholes and water valves. The City of Fairfield will act as the lead agency for this contract. The City of Springdale will reimburse the City of Fairfield for the work done within the City of Springdale corporation limits. This project has ODOT funding and eligible construction costs will be reimbursed at eighty percent (80%) of the total. Some items are not eligible for ODOT funding such as curb, guardrail, sidewalk, etc. and will be funded by the cities with local funds.

This project is programmed in the 2021-2025 CIP under 1PW28 for engineering and 2PW28 for construction. The construction will be designed in 2021, bid in late 2022 and constructed primarily in 2023.

If approved, OPWC District 10 would be funding \$600,000 of the project. The City/ODOT share would be approximately 65% of the project.

Financial Impact:

No immediate financial impact.

Emergency Provision Explanation:

The final application is due to Butler County by October 1; therefore a suspension of the rules and emergency provision are being requested.

Rule Suspension Requested:

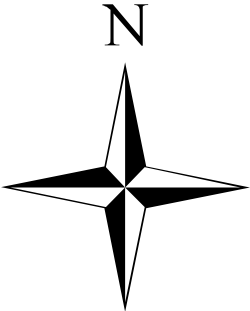
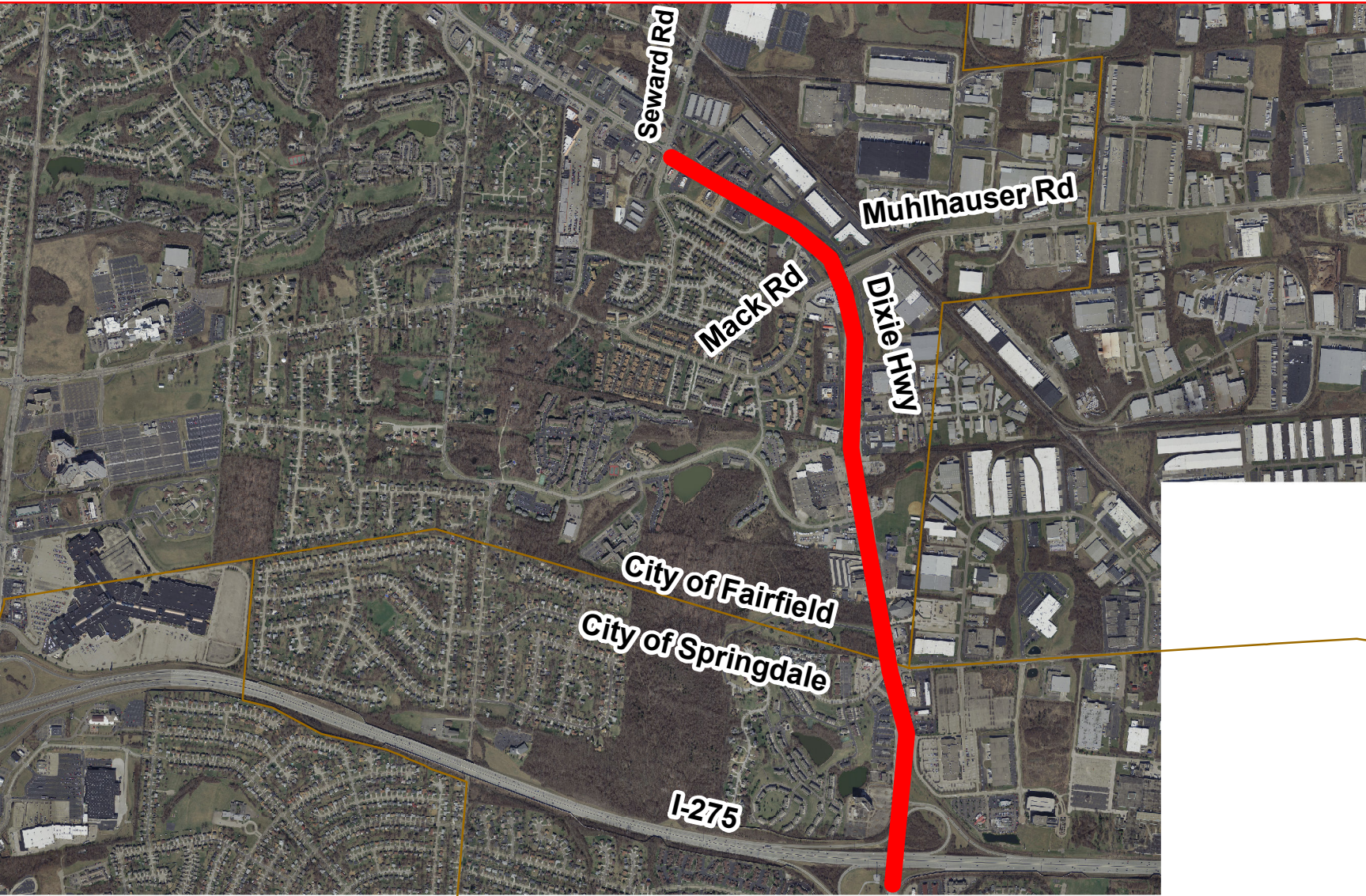
Yes

Emergency Provision Needed:

Yes

Attachments:

1. South Route 4 Improvement
2. OPWC-Ord 2



**Dixie Hwy Paving from Seward Rd
to 400' North of I-275 EB Off Ramp**



ORDINANCE NO. _____

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.

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

Section 1. The Acting City Manager is hereby authorized 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 in accordance with the application and agreement on file in the office of the Acting City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the final application is due to Butler County by October 1, 2021; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\OPWC-Ord 2

Attachment: OPWC-Ord 2 (2940 : OPWC Grant Application for 2023 Route 4 Urban Paving Improvement Project)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract with Ovivo USA, LLC for emergency sewer plant repairs

Legislation Title:

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.

Background/Synopsis:

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

The plant's two clarifier tanks were installed 35 years ago, and last rehabilitated over 15 years ago. In mid-August, clarifier #1 suffered a catastrophic structural failure which rendered the tank inoperable. Simply stated, the structural steel center support column broke at the water line, causing damage to tank piping, steel supports, and a motor and drive mechanism. This failure immediately limited by half the treatment capabilities of the sewer plant.

Ovivo USA, the manufacturer of the clarifier, performed an emergency field inspection to assess the damage and provide a proposal for repairs. That proposal is attached for review. Due to the emergency nature of the situation and the urgent need for resolution, competitive bidding protocol was not administered.

City staff recommends that City Council authorize the Acting City Manager to enter into a contract with Ovivo USA, LLC, for emergency structural repairs and equipment improvements as related to

clarifier #1 at the City's sewer plant. A contractual appropriation, including contingency, is requested in the amount of \$295,000.

Financial Impact:

As this project was not included in the City's current Capital Improvement Program (CIP), funding will be provided via cash reserves from the Sewer Surplus Fund. A contractual appropriation, including contingency, is requested in the amount of \$295,000.

Emergency Provision:

Emergency provision is needed to expedite the project in order to maintain adequate wastewater treatment system redundancy and operation, and to restore critical treatment system capacity. The emergency work will enable the City to continue to properly collect and treat sewage from residents and industries, effectively protecting human health and the environment in compliance with state and federal environmental mandates.

Rule Suspension Requested:

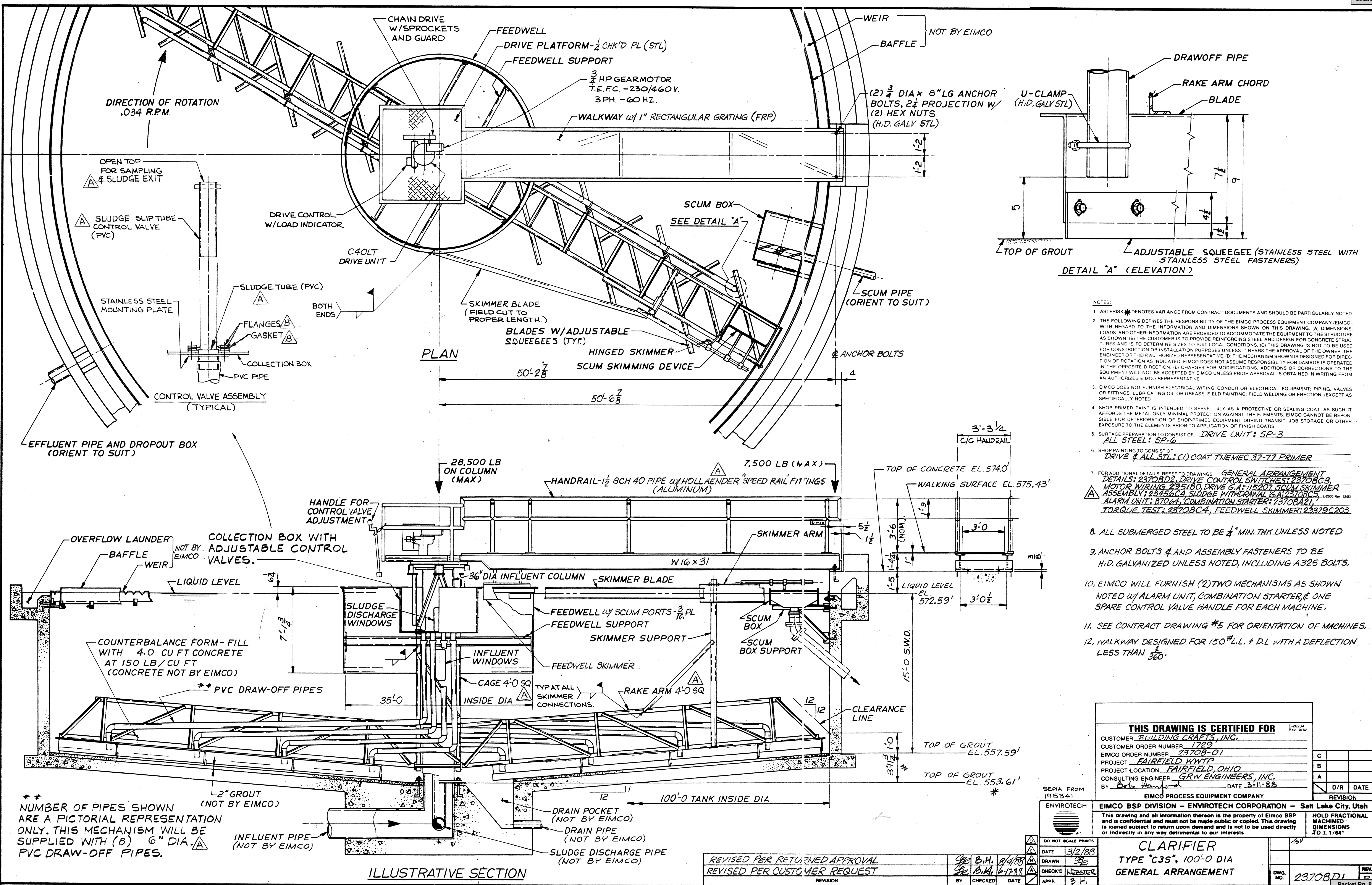
Yes

Emergency Provision Needed:

Yes

Attachments:

1. Secondary Clarifier plan and profile
2. Fairfield, OH WWTP 100' C3S Components - Ovivo Proposal ACJ081721R1 (with PW)
3. Ovivo-Ord





PROPOSAL

#ACJ081721R1 (Prevailing Wage Update)

24 AUGUST 2021

**FAIRFIELD WWTP
FAIRFIELD, OHIO**

ATTENTION: ADAM SACKENHEIM

PROJECT

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

AREA REPRESENTATIVE

Sullivan Environmental
Jameson King
(502) 718-6404
jameson@sullivanenvtec.com

PREPARED BY

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

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

Attachment: Fairfield, OH WWTP 100' C3S Components - Ovivo Proposal ACJ081721R1 (with PW) (2944 : Contract with Ovivo USA, LLC for

PROJECT SUMMARY:

Ovivo USA, LLC is pleased to offer the following proposal to provide one (1) lot of selected replacement submerged components, and optional add items, for the Owner's existing 100' dia. Suction-Type Secondary Clarifier, S/N 23708-01.

Base Scope: Replacement Submerged Components

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

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

Supply of the above components and field service.....\$121,100

Clarifier disassembly (largest sections possible) and reassembly with new replacement components described above *at prevailing wages*.....\$98,875

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

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

Installation schedule will be coordinated with the plant site and Ovivo's installing contractor. It is anticipated that the installing contractor will be available during the timeframe that components arrive on site. Disassembly and reassembly/installation duration is anticipated to be 2-3 weeks.

Add Option 1: Replacement Drive Unit

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

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

Supply of new drive unit.....\$37,400

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

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

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

Add Option 2: Replacement Skimming Components

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

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

Supply of new skimming components.....\$16,700

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

No additional supply leadtime is required for the skimming components.

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

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

DISCOUNT if all items above are purchased as a package.....<\$4,750>

**Total cost including both options:
\$281,985.00**

Items Not Included

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

****PURCHASE ORDER SUBMISSION****

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

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road - Suite 300,
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
Tel. #: 801-931-3240
adam.jacobsen@ovivowater.com

**** CORONAVIRUS ADVISORY ****

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

DELIVERY

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

PRICING TERMS AND VALIDITY

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

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

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by September 17, 2021.

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

COMMODITIES PRICE ESCALATION

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

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

Any price increase or additional payment to Ovivo due to an increase in Labor and Material prices shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase. The resulting cost impact shall be disclosed to the Buyer prior to fabrication.

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

PAYMENT TERMS

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

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

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work

shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

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

BACKCHARGES

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

ADDITIONAL FIELD SERVICE

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

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

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

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

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

GENERAL ITEMS NOT INCLUDED

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

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

MANUALS

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

WARRANTY AND CONDITIONS

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

PROCESS PERFORMANCE STATEMENT

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

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

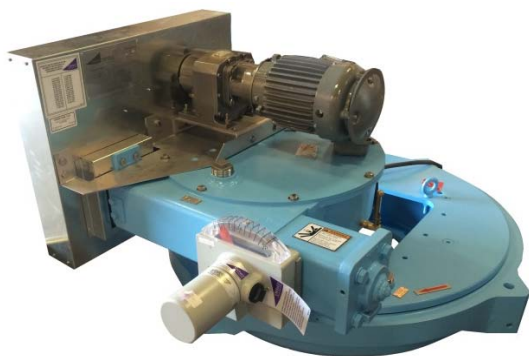
Sincerely,



Adam Jacobsen, PE
Ovivo USA, LLC
(801) 664-8854
adam.jacobsen@ovivowater.com

Attachments: Ovivo Type C40HT Drive Unit Data Sheet
Ovivo Terms and Conditions of Sale

C40HT Drive Information



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

Ratios:

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

Drive Specification

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

Drive Features:

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

TERMS AND CONDITIONS OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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.

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 Ovivo USA, LLC for emergency repair of critical treatment equipment at the City's sewer plant in accordance with the proposal 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 expedited in order to maintain adequate wastewater treatment system redundancy and operation, and to restore critical treatment system capacity; 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 Resolution
Regular Meeting - September 13, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

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

Legislation Title:

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

Recommendation:

The resolution would authorize the necessary tax levies to be collected for tax year 2021 collected during budget year 2022 to the Butler County Auditor.

Background/Synopsis:

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

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

Financial Impact:

The Butler County Budget Commission has estimated the tax collections that the City will receive for tax year 2021 collected during budget year 2022. These are estimates as the total assessed valuation will not be available until later this year. The General Fund currently has 1.29 mills which is estimated to generate \$1,530,000 for 2021 compared to \$1,328,000 for 2020. The Fire/EMS Levy fund currently has 7.15 mills which is estimated to generate \$6,770,000 for 2021 compared to \$6,630,000 for 2020. 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.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. 2022 Amounts and Rates

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

Rev. Code, Secs. 5705.34, 5705.35

The Council of the City of **FAIRFIELD**, Butler County, Ohio, met in _____
(regular or special)
session on the _____ day of _____, 20_____, at the office of _____
_____ with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax
Budget for the next succeeding fiscal year commencing January 1, 2022; and
WHEREAS, the Budget Commission of Butler County, Ohio has certified its action thereon to the City
Council together with an estimate by the County Auditor of the rate of each tax necessary to be
levied by this Council, and what part thereof is without, and what part within the ten mill tax
limitation; therefore be it
RESOLVED, By the Council of the **CITY OF FAIRFIELD**, Butler County, Ohio, that the amounts
and rates, as determined by the Budget Commission in its certification, be and the same are hereby
accepted; and be it further
RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of
each tax necessary to be levied within and without the ten mill limitation as follows:

=====

SCHEDULE A

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

FUND	AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
GENERAL FUND	1,180,000.00		0.99	
POLICE PENSION	350,000.00		0.30	
PARK FUND				
RECREATION FUND				
PARAMEDICS				
FIRE/EMS		6,770,000.00		7.15
TOTAL	1,530,000.00	6,770,000.00	1.29	7.15

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A)	MAXIMUM RATE AUTHORIZED TO BE LEVIED
GENERAL FUND:		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	0.00	0.00
SPECIAL LEVY FUNDS:		
Levy authorized 03/19,1996 Terminated by Resolution 09-00 not to exceed 5 years. 91-N, 96-R (EMS 96/2000)		0.00
Levy authorized by voters on 03/07 ,2000 not to exceed IND years. 83-N (FIRE) 2000 REI	4,280,000.00	4.65
Levy authorized by voters on ,2016 not to exceed years. (FIRE) CONT	2,490,000.00	2.50
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		

and be it further

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

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

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

Adopted the _____ day of _____, 20____.

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

=====

CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Butler County, ss.

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

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

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

CLERK OF COUNCIL

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

=====

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

ADOPTED _____, 20____

FILED _____ 20, _____

CLERK OF COUNCIL

COUNTY AUDITOR

DEPUTY AUDITOR

=====



City Council Ordinance
Regular Meeting - September 13, 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 35th 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] (2937 : 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 (35th) 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 Ordinance
Regular Meeting - September 13, 2021

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

Subject:

Hourly Wage Ordinance

Legislation Title:

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 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.

Background/Synopsis:

It is recommended that wage range for the Part-Time Clerk of Council be increased by 3% (from \$29,175 to \$36,410 per annum to \$30,050 to \$37,502 per annum.

Financial Impact:

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

Emergency Provision Explanation:

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.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Hourly Ord 9-13-2021

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 78-21 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 78-21 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 78-21 are shown in bold, with deletions in brackets.

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

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

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

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

A. Civil Service Commission

One (1) Clerk of Commission (PT)		12.00-22.00 per hour
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B. Special Appropriations

One (1) Clerk I		21.03-24.71 per hour
Two (2) Clerks (PT)		8.80-18.63 per hour

C. City Council

One (1) Clerk of Council (PT)	[29,175-36,410]	30,050-37,502 PER ANNUM
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Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		35.60-37.06 per hour
One (1) Heating Inspector*		35.60-37.06 per hour
One (1) Electrical Inspector*		35.60-37.06 per hour
One (1) Clerk II		25.44-27.03 per hour
One (1) Clerk I		21.03-24.71 per hour
Three (3) Zoning Inspector/Clerks		25.44-27.03 per hour
One (1) Zoning Inspector/Clerk (PT)		8.80-18.63 per hour
One (1) Plans Reviewer (PT)		8.80-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)		8.80-37.07 per hour

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

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

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		25.44-27.03 per hour
Four (4) Account Clerk I		21.03-23.69 per hour
Three (3) Clerk (PT)		8.80-18.63 per hour

B. Income Tax

One (1) Account Clerk II*		25.44-27.03 per hour
Four (4) Account Clerk I		21.03-23.69 per hour
One (1) Clerks (PT)		8.80-18.63 per hour

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

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

Ten (10) Sergeants		45.60-49.24 per hour
Forty-Nine (49) Police Officers*		28.49-43.76 per hour
Ten (16) Dispatchers **/****		23.69-27.60 per hour
Eight (8) Dispatchers (PT)		23.69-27.60 per hour
Four (4) Clerk II***		25.44-27.03 per hour
Four (4) Clerk I		21.03-24.71 per hour
One (1) Body Camera Analyst (PT)		12.00-24.60 per hour
One (1) Animal Control Officer		21.55-25.25 per hour
One (1) Animal Control Officer (PT)		21.55-25.25 per hour
One (1) Park Ranger****		26.25-28.48 per hour
Five (5) Park Rangers (PT)		26.25-28.48 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)		8.80-18.63 per hour

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

** Dispatchers assigned training responsibilities will be paid an additional \$.50 per hour for the duration of the assignment.

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

**** Appointed Dispatch Foreman will be paid \$33.12 per hour.

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

Three (3) Captains***		36.40-38.68 per hour
Nine (9) Lieutenants**/****(See note below)		32.71-35.80 per hour
Thirty (30) Firefighter/Paramedics*/** (See note below)		21.08-33.24 per hour
Three (3) Captains (PT)		12.00-21.56 per hour
One (1) Lieutenant (PT)		12.00-19.58 per hour
One (1) Training Coordinator (PT)		12.00-25.17 per hour
One (1) Asst. Training Coordinator (PT)		8.80-19.58 per hour
Seventy-Five (75) Firefighter/EMT (PT)****		17.49-19.80 per hour
Two (2) Safety Inspectors (PT)		12.00-20.06 per hour
One (1) Clerk II		25.44-27.03 per hour

* Additional \$1.75 per hour paid when serving as Station Supervisor.

** Additional \$2.00 per hour paid when serving as Acting Captain.

*** Includes eligibility for a \$.50 merit bonus.

**** Additional \$.50 per hour when assigned to Medic Unit.

Note – The number of Fire personnel for these two (2) positions together will increase by twelve (12) provided the City is awarded a SAFER Grant in 2021. If not, the number of Fire personnel in these two positions together will increase by nine (9).

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

A. Construction Services

One (1) Clerk II		25.44-27.03 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)		8.80-18.63 per hour

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

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

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst		34.08-35.44 per hour
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C. Municipal Building Maintenance

One (1) Custodial Worker*		22.48-24.96 per hour
One (1) Maintenance Worker/Laborer**		23.75-33.04 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour

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

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

D. Division of Streets and Transportation

Twenty-Two (22) Maintenance Worker/Laborers **/**		23.75-33.04 per hour
Four (4) Laborers (Temp/PT)		8.80-18.63 per hour
One (1) Clerk II		25.44-27.03 per hour

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

***Traffic Signal Technician appointed by management to receive an additional \$1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*		26.56-31.17 per hour
One (1) Clerk II		25.44-27.03 per hour

* Mechanic Foreman position to receive an additional \$1.45 per hour and Crew Leader position to receive an additional \$.50 per hour.

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

A. Administration and Recreation

One (1) Clerk II**		25.44-27.03 per hour
One (1) Clerk I		21.03-24.71 per hour
Five (5) Clerks (PT)		8.80-18.63 per hour
Six (6) Recreation Programmers (PT)		8.80-21.42 per hour
One (1) Farmer's Market Supervisor (PT)		8.80-21.42 per hour
Four (4) Facility Attendants (PT)		8.80-18.63 per hour
Five (5) Cashiers (PT)		8.80-18.63 per hour
Forty (40) Recreation Leaders (PT)		8.80-18.63 per hour

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

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		23.75-33.04 per hour
Sixteen (16) Laborers (Temp/PT)		8.80-18.63 per hour

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

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)		8.80-21.42 per hour
Eight (8) Cashiers (PT)		8.80-18.63 per hour

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)		8.80-21.42 per hour
Two (2) Senior Lifeguards (Temp)		8.80-18.63 per hour
Forty-Four (44) Lifeguards (Temp)		8.80-18.63 per hour
Two (2) Cashiers (PT)		8.80-18.63 per hour

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		25.21-31.32 per hour
One (1) Greenskeeper*		29.32-32.04 per hour
Seventeen (17) Laborers (Temp/PT)		8.80-18.63 per hour
Four (4) Pro Shop Supervisors (PT)		8.80-21.42 per hour
Fifty (50) Cashiers (PT)		8.80-18.63 per hour

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

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

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

A. Wastewater Division

One (1) Clerk II		25.44-27.03 per hour
Two (2) Laboratory Technicians **** (55% of wages charged to Sewer Fund; 45% charged to Water Fund.)		23.89-34.91 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Sixteen (16) Operator/Maintenance Workers */***		24.19-33.79 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		8.80-18.63 per hour

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

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

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

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

B. Water Division

One (1) Clerk II		25.44-27.03 per hour
Three (3) Meter Readers**/**** (55% of wages charged to Water Fund; 45% charged to Sewer Fund.)		26.63-28.04 per hour
Fifteen (15) Operator/Maintenance Workers */****		25.21-34.43 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		8.80-18.63 per hour

*Chief Operator and Foreman positions to receive \$1.45 over their regular rate of pay.

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

***An employee in the Meter Reader classification in the Water Division shall be compensated for one Water Supply License and/or one Water Distribution License as follows, unless one license should supersede the other, then the employee's hourly rate will only reflect the license(s) that are current.

Class I Water Supply	\$0.50	Class I Water Distribution	\$.25
Class II Water Supply	\$1.00	Class II Water Distribution	\$.50
Class III Water Supply	\$1.50		

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

Twenty-Five (25) Employees (Temp or PT)		8.80-18.63 per hour
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Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee

under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.

- Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized in this Ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.
- Sec. 16 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner, wherefore this Ordinance shall take effect immediately upon its passage.

Passed_____	_____
	Mayor's Approval
Posted_____	
First Reading_____	Rules Suspended_____
Second Reading_____	Emergency_____
Third Reading_____	

ATTEST:

Clerk of Council

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

Clerk of Council

Attachment: Hourly Ord 9-13-2021 [Revision 1] (2933 : Hourly Wage Ordinance)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

Supplemental Appropriation

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." - Supplemental Appropriations

Recommendation:

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

Background/Synopsis:

From: Unappropriated General Fund	\$5,000
To: 10053024-242800 – Concessions	\$5,000

This line item is used to purchase items for our concession and banquet rental operations for the Community Arts Center to replenish our stock of snacks, beverages and food items for weddings and theatre productions. The additional funds will be used to prevent disruption in availability of products and services through the end of the year.

Financial Impact:

Supplemental appropriations are required in the amount of \$5,000. \$5,000 from the General Fund to cover Community Arts Center concessions for the remainder of the year.

Emergency Provision Explanation:

Concession operations would need to be closed, or limited drastically, throughout the remainder of the year without additional funding.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Community Arts Center Concessions Supplemental Appropriations-Ord
2. Supplemental App-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 General Fund	\$5,000
To:	10053024-242800 Concessions	\$5,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Attachment: Community Arts Center Concessions Supplemental Appropriations-Ord (2956 : Supplemental Appropriation)

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 General Fund	\$5,000
To:	10053024-242800 - Concessions	\$5,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - September 13, 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.

\$150,000 for 2021 Headwall Replacement and Culvert Extension;
 \$295,000 for emergency repair of critical treatment equipment at sewer plant;
 \$103,539 for site improvement at 5742 River Road (various vendors);
 \$10,000 for sidewalk gap program (existing contract).

Financial Impact: \$558,539.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriations.091321
2. Contractual 9-13-Ord



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation for the Site Improvements for 5742 River Road Property

Legislation Title:

Appropriation for the Site Improvements for 5742 River Road Property

Recommendation:

It is recommended that City Council authorize the appropriation of \$103,539 from the Capital Fund to be reimbursed in part by the OPWC Clean Ohio Grant for this property.

Background/Synopsis:

It is necessary for City Council to authorize an appropriation for the improvements of the residential property at 5742 River Road. This project is for purchase of approximately 1 acre adjacent to the existing Water Works Park property (funded earlier this year).

This property location will be a useful addition to the existing park area and will provide a nice entryway area off of River Road for the park and future multi-use trail.

OPWC District 10 will be funding up to \$129,937.50 of the acquisition expenses and 75% (\$76,529.25) of the remaining project expenses for a total reimbursement of up to \$206,466.75.

This item is in the current 2021-2025 Capital Improvement Plan under 1PR20.

Financial Impact:

\$103,539 for the site improvements, and contingencies from the Capital Fund. Individual Purchase Orders will be used for each planning, demolition, and construction item.

Emergency Provision Explanation:

Not Applicable.

Rule Suspension Requested:

No

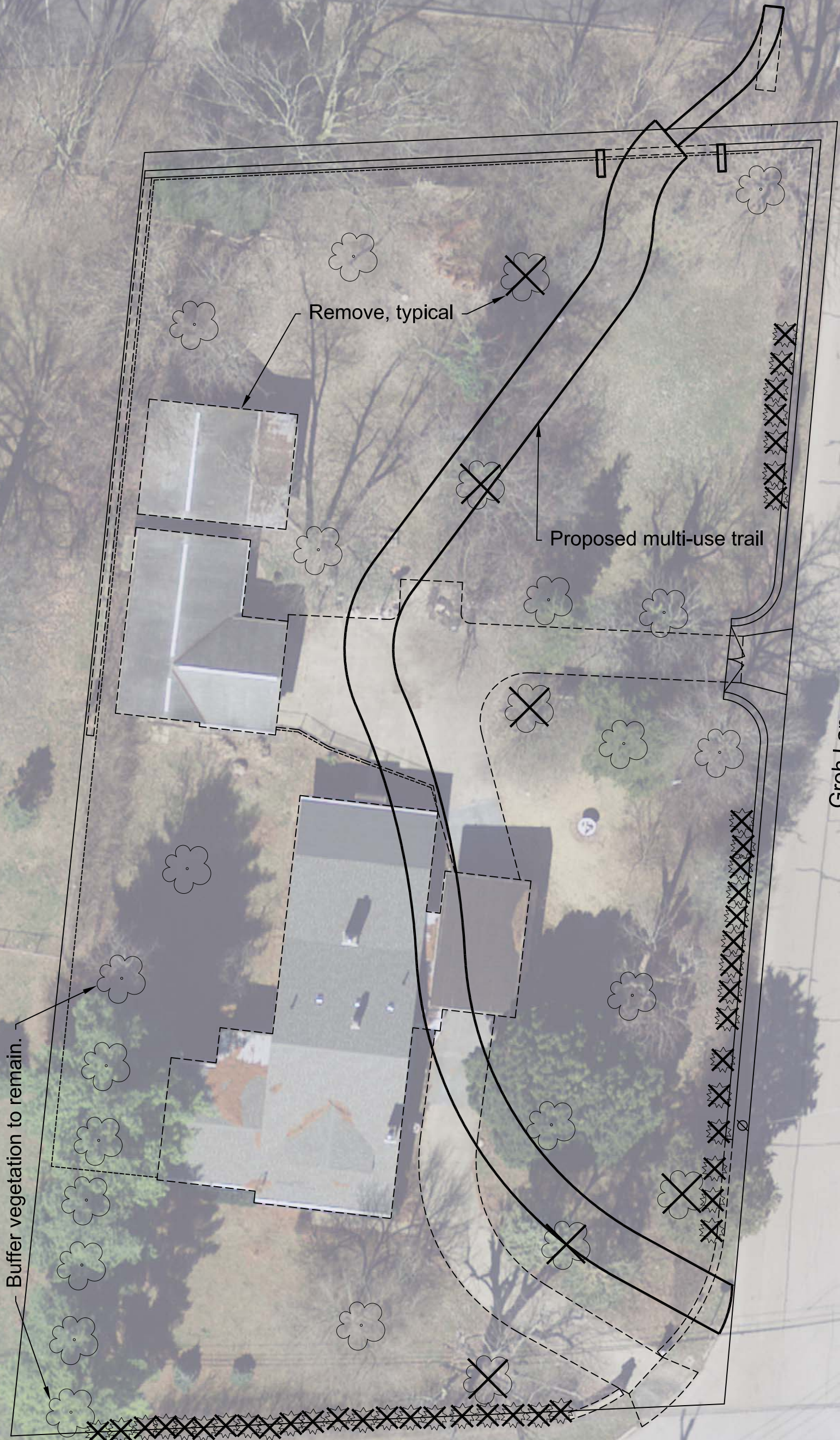
Emergency Provision Needed:

No

Attachment: Contractual Appropriations.091321 (2958 : Contractual Appropriations)

Attachments:

1. 5742 River Road 11 x 17 (Site Plan)



All other vegetation: Assess for health and appearance and remove as necessary.

River Road

Groh Lane



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Sidewalk Gap Program – Various Locations

Legislation Title:

Sidewalk Gap Program – Various Locations

Recommendation:

It is recommended that City Council authorize an appropriation of \$10,000.00 to be used with Prus Construction under existing contract for the concrete program from the General Fund for this project.

Background/Synopsis:

This project is to install sidewalk in various locations using Prus Construction under the existing sidewalk contract with the City. One location identified for 2021 is a 175 foot long gap on Roesch Boulevard. This is the only gap in the entire Roesch, Lighthouse, Whitmore subdivision area.

This project is in the proposed Capital Improvements Program and is included in the 2021-2025 CIP as 1PW01.

This project is to install sidewalk and/or upgraded curb ramps in areas where connections are missing or substandard. Typically, this has been for instances when sidewalk was not installed at the time the property was developed or if most of the property around it has been developed with an undeveloped property leaving a missing connection. In this case, it is a missing connection

Financial Impact:

\$10,000.00 from the General Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: Contractual Appropriations.091321 (2958 : Contractual Appropriations)

Attachments:

1. 2021 Sidewalk Gap Exhibit



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 General Fund	\$10,000
To:	10012523-233900 Other Professional Services (2021 Sidewalk/GAP Program 1PW01)	\$10,000
From:	Unappropriated Capital Improvement Fund	\$253,539
To:	40216025-252100 Park Improvements (5742 River Rd - Water Works Park Improvements 1PR20)	\$103,539
To:	40216025-252000 Improvements Other Than Building (Headwall Replacement and Culvert Extension - Starlight Estates 1PW51)	\$150,000
From:	Unappropriated Sewer Surplus Fund	\$295,000
To:	62416025-252000 Improvements Other Than Building (Emergency Wastewater Treatment Plant Repairs)	\$295,000

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

Passed _____

Posted _____

Mayor's Approval

Attachment: Contractual 9-13-Ord (2958 : Contractual Appropriations)

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\Contractual 9-13-Ord

Attachment: Contractual 9-13-Ord (2958 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - September 13, 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.

\$16,636 for purchase of equipment for Fire Investigation Team;
 \$9,500 for general use laptops;
 \$8,400 for Route 4 BPS Pump Replacement;
 \$25,000 for Seward Tank asphalt improvements;
 \$22,700 for outfitting Ford F350 #643 Sewer;
 \$11,495 for outfitting Ford F350 #653 Parks;
 \$45,000 for Secondary Clarifier Lift Station repairs;
 \$10,000 for replacement copier for Fire Department;
 \$10,000 for Community Arts Center furniture, fixtures and equipment;
 \$60,000 for Parks Facilities Improvements (various vendors);
 \$35,000 for Oakwood Park Improvements;
 \$45,863 for Public Works repairs and upgrades;
 \$12,300 for Wet Well 1 cleaning.

Financial Impact: \$311,894.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.091321
2. Non Contractual 9-13-Ord



City Council Information Item
Regular Meeting - September 13, 2021

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

Subject:

1CM03 - Laptops

Legislation Title:

1CM03 - Laptops Appropriation in the amount of \$9,500 is being requested to purchase and ship computer hardware: General usage laptops

Background/Synopsis:

Scheduled replacement of laptop hardware is planned for, and was approved of in the 2021–2025 Capital Improvement Program under project 1CM03. Ohio State bid pricing is used when state bid pricing is the lower cost option.

The City replaces computing equipment on an anticipated schedule to maintain computer hardware that is compatible with, and capable of efficiently operating the software required by City employees.

Financial Impact:

An appropriation in the amount of **\$9,500** is being requested for the upgrade or replacement of city laptop computing equipment for the continued operation of the city's computing systems. Pricing and quantities of equipment will be based on current pricing and availability at the time of purchase due to ongoing equipment shortages and rapid price fluctuations. Funding for these purchases was included in the 2021-2025 Capital Improvement Program (CIP) under project **1CM03** 'Computer and Server Equipment'.

Emergency Provision Explanation:

An emergency provision is necessary without competitive bidding in order to help reduce availability issues and price fluctuation so that purchases and replacements can be made immediately.

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Route 4 BPS Pump Replacement

Legislation Title:

Route 4 BPS Pump Replacement

Background/Synopsis:

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks. These stations have been constructed with pumps, controls and various pumping components, valves, check valves, etc.

One of the Primary Pumps at the Route 4 Booster Pump Station currently isn't pumping at capacity, is showing signs of failure and is in need of replacement. Water Division Staff desires to procure an identical-model Weinman pump for system compatibility purposes. A cost estimate for replacement is attached for review. City staff will perform the replacement of the pump in house.

Financial Impact:

An appropriation in the amount of \$8,400.00 is being requested to purchase a replacement pump for the City's Route 4 Booster Pump Station.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT04, Pump Overhaul/Replacement Program. The funding source is the Water Surplus Fund.

Attachments:

1. CFWTP RFQ Weinman 6L1 Split Case Pump End Only 072921



M & E Pump and Equipment Co.
6064 Kells Ln.
Milford, OH 45150

www.mepump.com

513-528-7000 Phone
513-528-4973 Fax
cmitchell@mepump.com

QUOTATION

WW072921-4

TO: City of Fairfield – Water Treatment Plant
ATTN: Brian Tarter
FROM: Robert Weed
DATE: 07/29/2021
PH: (513) 460-5435
RE: RFQ: Weinman 6L1 Split Case Pump End Only 072921

Hi Brian,

Thank you for your inquiry. We are pleased to quote as follows.
Quote is valid for 30 days.

<u>Qty.</u>	<u>Part#</u>	<u>Item</u>	<u>Lead</u>	<u>Price ea.</u>	<u>Total</u>
1	125964-MBM	Weinman Series 1200 Split Case Pump Pump End Only, Model 6L1, Trim 12.875, Flange 125, Wear Ring Single BZ, CW Rotation, Shaft Seal Type Sleeveless, Shaft 416SS, Seal Collar BZ, Seal C/NR/B-SS, Flush Piping Brass, 1760RPM	5-7 weeks	\$7931.00	\$7931.00

TERMS: NET 30 DAYS
MINIMUM ORDER: \$50.00
SHIP: APPROX WEEKS A.R.O.
IB & OB FREIGHT: PREPAID AND ADD / COLLECT
FAC: SHIPPING POINT

*Please note that this quotation may not include any applicable taxes or freight charges, including inbound freight. Prices are net each, valid for 30 days. **Please note that you may be responsible for inbound freight charges. We will not process any purchase orders with payment and/or shipping terms other than those specified herein this quotation.** If different shipping or payment terms are desired, they must be agreed upon by M&E Pump and Equipment Co. in writing prior to the receipt of a purchase order. All M&E Pump and Equipment Co. standard terms and conditions apply.*

Regards,
Robert Weed
M & E Pump and Equipment Co.
Phone (513) 528-7000
Fax (513) 528-4973
Email rweed@mepump.com



Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



M & E Pump and Equipment Co.
6064 Kells Ln.
Milford, OH 45150

www.mepump.com

513-528-7000 Phone
513-528-4973 Fax
cmitchell@mepump.com

M&E PUMP AND EQUIPMENT STANDARD TERMS AND CONDITIONS

CONDITIONS

Unless agreed upon in writing, no terms and conditions in any order placed with M&E Pump and Equipment Company, Inc. other than those stated herein shall be binding on M&E Pump and Equipment Company, Inc.

PRICING

All prices quoted herein are subject to the prices in effect at the time of shipment. All pricing is subject to change without notice. M&E Pump and Equipment Company, Inc. is not responsible for any typographical errors. Pricing may not include any additional inbound or outbound freight charges that may apply.

PAYMENT TERMS

Payment terms are Net 30 days unless otherwise specified in writing and approved by M&E Pump and Equipment Company, Inc. All orders are subject to credit approval, and payment must be made in US Dollars. All quotations are for immediate acceptance of pricing. Pricing will be valid for 30 days from the issuing date of the quotation, unless otherwise specified in writing. Past due balances are subject to a finance charge (Periodic rate 1.5 % per month, 18% annually). **Payments made via credit card are subject to a 3% surcharge applied to the total invoice amount.**

SHIPPING TERMS

Acceptance of the material from a common carrier constitutes a waiver of any claim against M&E Pump and Equipment Company, Inc. for any delay or damages in transit. Shipment quoted is effective as of the quotation date and will be confirmed upon receipt of order. Shipment will be subject to availability of materials and/or the manufacturer's proposed shipping date. M&E Pump and Equipment Company, Inc. shall not be held responsible for delays due to causes beyond M&E Pump and Equipment Company, Inc.'s control such as strikes, riots, carrier delays, etc. All freight charges including inbound and outbound freight are billed to purchaser. All merchandise becomes the property of the Purchaser upon delivery to the carrier. Delivery terms are F.O.B. shipping point, unless otherwise noted. Unless specific shipping instructions are given, we will use our judgment to determine the most satisfactory routing. M&E Pump and Equipment Company, Inc. will strive to accommodate customers' requested method of shipment, but cannot guarantee that the customers' method of shipment can or will be honored. In the event a package becomes lost or damaged in shipment, please make appropriate notations on your delivery receipt before signing. If the carrier is a truck line, obtain an inspection report immediately. Contact M&E Pump and Equipment Company, Inc. for additional information.

TAXES

The Purchaser shall pay to M&E Pump and Equipment Company, Inc., in addition to the purchase price, the amount of all Sales, Use, Privilege, Occupation, Excise or other taxes, Federal, State, local or foreign, which M&E Pump and Equipment Company, Inc. is required to pay in connection with furnishing goods or services to the Purchaser.

WARRANTY

All standard manufacturer's warranty applies. M&E Pump and Equipment Company, Inc. makes no warranty of any kind, expressed or implied. All transactions are an "As Is" Sale. No agent, employee, or representative of M&E Pump and Equipment Company, Inc. has the authority to bind M&E Pump and Equipment Company, Inc. to any affirmation, representation, or warranty concerning the goods that are sold by M&E Pump and Equipment Company, Inc. beyond that which is specifically included in writing from the manufacturer.

LIABILITY

M&E Pump and Equipment Company, Inc. shall not be held responsible for any failures of purchased items and/or damage to property, injury, or death resulting from the operation of equipment purchased from M&E Pump and Equipment Company, Inc. It is the responsibility of the purchaser to ensure any equipment purchased from M&E Pump and Equipment Company, Inc. is applied properly and operated safely in accordance with the manufacture's guidelines. M&E Pump and Equipment Company, Inc. shall not be responsible for exemplary consequential, special, indirect compensatory or consequential damages. Additionally, the maximum liability for claims will not exceed the purchase price paid to M&E Pump and Equipment Company, Inc.

OTHER

All orders are subject to a \$50.00 minimum. All returned items are subject the manufacturer's guidelines for returning items. Upon acceptance by the manufacturer of the returned item(s), the order is subject to a 25% restocking charge. No refund or credit will be given for any freight charges that were incurred. All returns must be authorized prior to shipment back to M&E Pump and Equipment.



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Seward Tank Asphalt Improvements

Legislation Title:

Seward Tank Asphalt Improvements

Background/Synopsis:

The request is for appropriations necessary to pay for the installation of permanent asphalt for the private roadway leading to the City's Seward Road Water Towers. The existing gravel roadway is difficult to maintain and is susceptible to "washout" during storm events.

Three proposals have been attached for review. Staff recommends the asphalt work be performed by Barry Brown Paving, which is the vendor who provided the lowest and best proposal. Public Works' inspectors will measure/mark the location of the new asphalt; inspectors will also oversee contractor performance to verify installation is performed in accordance with City standards.

Financial Impact:

An appropriation in the amount of \$25,000.00 (\$5,000 contingency for potential additional grading) is being requested to install permanent asphalt for the roadway leading to Seward Water Towers.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT14, Asphalt/Concrete Replacement. The funding source is the Water Surplus Fund.

Attachments:

1. Berry Brown
2. Barrett Paving
3. MPB Water Tower_08042021111604

Proposal

Barry L Brown Paving
 3210 Homeward Way
 Fairfield, OH 45014
 513-874-1588

Date: 8/3/2021

Proposal Submitted To:
 Fairfield Water Dept

Job Name and Location:
 Groh Ln Water Plant

We hereby submit specifications and estimates for:

new pad at water plant approx 115 sy pave with 3" 301 base course 1 1/2" asphalt surface course	\$7,000.00
excavate and install 6" 304 gravel	\$2,000.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ dollars _____

Chad Brown

 Authorized Signature

8/3/2021

 Date

 Acceptance of Proposal

 Date

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

Proposal

Barry L Brown Paving
 3210 Homeward Way
 Fairfield, OH 45014
 513-874-1588

Date: 8/3/2021

Proposal Submitted To:
 Fairfield Water Dept

Job Name and Location:
 Seward Rd Water Tower

We hereby submit specifications and estimates for:

grade existing gravel driveway approx 625'x10' and 40'x7'

pave with 3" 301 base course
 1 1/2" asphalt surface course

We Propose hereby to furnish material and labor - complete in accordance with above specifications,
 for the sum of:

twenty thousand

dollars

\$20,000

Chad Brown
 Authorized Signature

8/3/2021
 Date

Acceptance of Proposal

Date

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



PROPOSAL

Proposal Submitted to: _____ Fax: _____ Proposal Date: 7/1/21

Job Name: Fairfield Date of Plans: _____
Water Towers
Attn: Matthew Yunger Page: 1 of 1

We hereby submit specifications and estimates for:

Ref#	Description	Units	Quantity	U.P.	Total
1	Groh Lane(3" 301 & 1.5" Surface)	SY	115	\$105.00	\$12,075.00
2	Seward Dr(3" 301 & 1.5" Surface)	SY	726	\$36.00	\$26,136.00
Asphalt placement only					

1 mobilization(s) One day of work
any additional mobilizations will be negotiated prior to work taking place.

Paving operations to be conducted on General Contractors prepared, to-grade, stable subgrade and/or subbase.

Price based on: 5-10 hour work week in daylight hours - no Saturday, Sunday or Holidays. Two weeks notice is required for scheduling of work.

Priced for 11/12/2021 Completion

EXCLUSIONS: Bond, layout/staking, cleaning, prepwork, sawcutting, excavation, patching, striping, casting adjustments, edge seal, butt joints traffic control devices, site or material testing, trench restoration, fine grading, import/export of aggregate base material, wedging, Prime

Barrett Paving shall NOT be held to requirements of any document not furnished prior to bid submittal.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$0.00

Payment to be made as follows: WITHIN 30 DAYS OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from, above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

→ *Authorized Signature*

Bill Wohlford

This Proposal may be withdrawn by us if not accepted within
and must be confirmed with a signature within this time period

15 days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

→ *Signature*

Date of Acceptance:

→ *Signature*

CORPORATE OFFICE: THREE BECKER FARM ROAD • ROSELAND, NJ 07068

MANUFACTURERS AND SUPPLIERS OF BITUMINOUS CONCRETE, AGGREGATE, CONSTRUCTION CONTRACTORS

EQUAL OPPORTUNITY EMPLOYER

Attachment: Non Contractual Appropriations.091321 (2957 : Non-Contractual Appropriations)

Mt. Pleasant Blacktopping Company, Inc.



We propose the following:

PROPOSAL

City of Fairfield
 8870 N. Gilmore Road
 Fairfield, Ohio 45014
 Attn: Matt Yunger P.S.

04-Aug-21

9291 Seward Rd Water Tower

City of Fairfield

Description	QTY	Unit	Unit Price	Extended Total
Install on prepared subgrade ready for asphalt				
3" 301 Asphalt 1.5" 448 Type 1 Finish	91	CY	\$325.00	\$29,575.00
				=====
		Total		\$29,575.00

Notes:

Unit Prices will prevail.

Payment due in full at completion of job, no retainer to be held.

This Proposal is Valid for 10 Days.

Backfilling edges, seed & straw is not included.

Accepted By:

Proposed by:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above proposal incv extra cost will be executed at an extra cost, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyon control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Acceptance of Proposal (sign and return a copy)

The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made monthly.

Unit prices will prevail. **Proposal valid for thirty days.****Mt. Pleasant Blacktopping Company, Inc.**

3199 Production Drive
 Phone (513) 874-3777

Fairfield, Ohio 45014
 Fax (513) 874-3796

Equal Opportunity Employer

Packet Pg. 133

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Outfitting of Ford F350 #643 Sewer

Legislation Title:

Outfitting of Ford F350 #643 Sewer

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$22,700 from the Sewer Surplus Fund for this project.

Background/Synopsis:

This request is to outfit a Ford F-350 (#643) with a Reading Utility truck body and emergency lighting. The Ford F-350 was approved by City Council under a separate request. K.E. Rose was chosen to outfit this vehicle due to their specialized engineering skills and aptitude for this project, sole sourcing in this area of the Reading body, and to standardize on the wiring practices to facilitate the mechanics during repairs.

Financial Impact:

\$22,700 (\$22,700 for the outfitting)

This vehicle is listed in the 2021 CIP as #1FT41 Replacement of Trucks (Sewer) (\$140,000)

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Outfitting 643

643



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

7/23/2021

21-34730

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description

Qty

Cost

Total

Truck 1 F350 reg cab DW 60 CA

Furnish and install Reading 108ADW Classic II service body, all galvanneal steel construction including floor, all standard Reading features including hidden hinges with stainless hinge pins, shelves, stainless latches, lights per FMVSS108, 6 year warranty. Electrochemical immersion primer, powdercoated white throughout, recess lighting LED type, alum fuel full, slam action tailgate, gas prop door holders, 6 year warranty, mounted on your supplied 60" CA dual wheel chassis. Install 15" deep recessed step bumper with curbside vice plate.

1

22,700.00

22,700.00T

Furnish and install Ctech full height drawer unit, aluminum construction, 300 lb roller bearing slides, finger tip ez latch on drawers, (1) 6", (2) 5", (4) 3" drawers with dividers. Locate in roadside front compartment.

1

0.00T

Furnish and install Ecco 5585 amber LED mini bar permanent mount on cab with 3rd

1

0.00T

Install Ecco ED3777AA 180 degree "V" style LED 4 corner strobe system switched in cab, includes 2 in grille and 2 on rear of body

1

0.00T

Furnish and install Betts 325003 aluminum housing swivel work lights with switch on each light, locate on each rear corner

2

0.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

Total

Signature

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

7/23/2021

21-34730

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
Install grab handles at rear of body, one each side of tailgate	1		0.00T
Apply Linex spray on liner in cargo area and bumper	1		0.00T
Install bright treadplate aluminum on top of compartments each side and bottom of front corners to serve as stone shields	1		0.00T
Install 20000 lb capacity receiver hitch, ball mount combination pintle with 2" ball and adjustable plate	1		0.00T
Install 7 way trailer plug	1		0.00T
Furnish and install RUBC retractable utility bed cover with tailgate lock, electric operation via key fob	1		0.00T
Install OEM supplied backup camera	1		0.00T
Furnish and install Phoenix stainless steel simulator wheel covers	1		0.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

\$0.00

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

Total

\$22,700.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Outfitting of Ford F350 #653 Parks

Legislation Title:

Outfitting of Ford F350 #653 Parks

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$11,495 from the Capital Improvement Fund for this project.

Background/Synopsis:

This request is to outfit a Ford F-350 (#653) with a Tommygate Lift gate, Toolbox, winch, and emergency lighting. The Ford F-350 was approved by City Council under a separate request. K.E. Rose was chosen to outfit this vehicle due to their specialized engineering skills and aptitude for this project, and to standardize on the wiring practices to facilitate the mechanics during repairs.

Financial Impact:

\$11,495 (\$11,495 for the outfitting)

This vehicle is listed in the 2021 CIP as #1FT51 Replacement of Trucks (Parks) (\$50,000) from the Capital Improvement Fund

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Outfitting 653



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Estimate

Date

Estimate #

7/23/2021

21-34729

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
Truck 2 F350 crew cab pickup Install Tommygate G2-60-1542EA27 liftgate, 1500 lb capacity, 49x27+6" taper aluminum platform, galvanized frame, winter grade hydraulic oil. Install on your F350 2021 pickup. Install your supplied backup camera and sensors into liftgate panel	1	11,495.00	11,495.00T
Furnish and install Warn M12 winch with transformer kit which includes hidden kit and bumper skirting for your Ford pickup. 12000 lb winch. 125 ft of 3/8 wired rope, roller fairlead, 3 stage planetary gear winch. This setup retains use of factory pickup bumper and extends out to accommodate winch.	1		0.00T
Furnish and install 4 corner LED strobe kit switched in cab	1		0.00T
Furnish and install Ecco 5585 amber LED mini bar permanent mount on cab with 3rd brake light No drill bracket, switched in dash	1		0.00T
Install Weatherguard 127-0-02LB toolbox	1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
Sales Tax (0.0%)			\$0.00
Total			\$11,495.00

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

Signature _____

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Secondary Clarifier Lift Station Repairs

Legislation Title:

Secondary Clarifier Lift Station Repairs

Background/Synopsis:

The City of Fairfield Wastewater Division utilizes the Conventional Activated Sludge Treatment Process to treat collected wastewater. The final step in the process is solids separation, known as “Clarification”. Treated wastewater makes its way to the Wastewater Plant’s Secondary Clarifiers where solids, containing microbiology, within the wastewater flocculate and settle producing a clean effluent. The clarifiers are used to separate/thicken solids, which are then recycled in the wastewater treatment process.

The Wastewater Plant’s Secondary Clarifiers accumulate scum periodically; scum includes grease, septic sludge, algae, and de-nitrified sludge. The scum must be removed from the surface water of the clarifiers. Scum removal is accomplished with use of the clarifiers scum-skimming device which diverts collected surface scum to the Wastewater Plant’s Secondary Clarifier Lift Station. The Lift Station then pumps the scum to the beginning of the treatment process for full treatment.

The Wastewater Plant’s Secondary Clarifier Lift Station has failed and requires emergency repairs. The repairs will include the purchase and installation of new pumps, pump bases, supports, guides, valves, check valves, etc. A proposal for the emergency repairs is attached for review.

Due to the emergency nature of the project and the urgent necessity of the equipment, the Wastewater Division recommends utilizing Beckman Environmental to perform all work. Beckman is a local contractor with experience in the installation and repair of Lift Stations.

Financial Impact:

An appropriation in the total amount of \$45,000.00 is being requested for the emergency repair of the Wastewater Treatment Plant’s Secondary Clarifier Lift Station. The requested appropriation includes \$7,500.00 for miscellaneous and necessary electrical upgrades, which will be performed in-house.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) as a 2022 project, under project number 2WW19, Secondary Clarifier Lift Station. As the project cannot be delayed for another year, immediate funding should be secured from 1WW12,

Attachment: Non Contractual Appropriations.091321 (2957 : Non-Contractual Appropriations)

Sanitary Sewer flow Modeling, and 1WW06, Pump Overhaul/Replacement Program. Any additional required funding in excess of these two projects can be redirected as needed from 1WW04, Primary System Tank Overhaul. The funding source is the Sewer Surplus Fund.

Attachments:

1. Secondary Clarifier Lift Station Rehab

Jason Hunold

From: john@bescosales.com
Sent: Friday, August 20, 2021 1:47 PM
To: Jason Hunold
Subject: PS Rehab
Attachments: 100DLMKFU67_5 10 hp Submittal Data.pdf

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

Jason,

See below. I have attached submittal data on the pumps.

(2) Ebara 100DLMKFU67.54, 10 HP Submersible pumps, 460/3/60
 (2) LL-100 QDC with 4" Discharge Elbow
 (2) 1/4" SS Lifting Chain
 (2) EPMR4A Seal Leak/Overtemp Relay
 (2) Set 1-1/2" SS Guide Rails with Brackets
 (1) Lot 6" Fittings Needed to Change Base Elbows
 (2) 6" Dezurik Plug Valves
 (2) 6" APCO OW&L Check valve
 (1) Lot SS Fasteners for Wet Well
 (1) Lot SS Fasteners to Replace Fasteners in Valve Chamber
 (1) Confined Space Entry
 (1) Lot Labor to Install Above
 Total.....\$ 37,500.00

Not included.

- Electrical modifications to control panel, Installation of EPMR4A Relays
- By-Pass pumping
- Vac out of wet well

Due to the volatility of the current market, we can only hold pricing for 10 days. We will need to order everything right away to hold the pricing.

Estimated delivery on the pumps is 16-18 Weeks.

Please give me a call to discuss when you have a chance.

Thank you,

John Beckman
 Beckman Environmental
 513-752-3570
 John@Bescosales.com

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Action Item
Regular Meeting - September 13, 2021

Submitted by: Don Bennett,
Submitting Department: Fire

Subject:

Replacement Copier - Fire Department

Legislation Title:

Non Contractual appropriation in the amount of \$10,000 for the purchase of a replacement copier for the Fire Department.

Recommendation:

The current copier utilized at fire headquarters is approaching ten years of service life. During the past year and a half the department has invested considerable money attempting to repair the unit in an effort to keep it in service. Recently the estimated repair cost to correct the current issue is equal to approximately 50% of the cost of a replacement unit. Since the unit is also used as a networked printer, it is imperative the unit maintain a reasonable level of dependability.

The IT Department has recommended the purchase of a Xerox Altalink CB 145 copier as being the most cost effective solution to the needs of the Fire Department. Cost of the replacement unit is \$9,899.00

Rule Suspension Requested:

Emergency Provision Needed:

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Community Arts Center Furniture, Fixtures and Equipment

Legislation Title:

Community Arts Center Furniture, Fixtures and Equipment

BACKGROUND/SYNOPSIS: The appropriation of funds for miscellaneous improvements and repairs at the Fairfield Community Arts Center is an annual expenditure that is funded under the Capital Improvement Program (CIP). The funds are needed to purchase a commercial cold storage unit and coffee brewer for use with our Food & Beverage Operation. The cost for these pieces of equipment is \$10,000 and will be purchased from Webstaurant Store. These items are programmed in the 2021 CIP as 1PR01.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$10,000 for the purchase of equipment.

FINANCIAL IMPACT: An appropriation of \$10,000 will be needed to purchase the necessary equipment.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for the necessary equipment in order to remain seamless with our operations and customer service.

Attachments:

1. dualtempreachin
2. coffeebrewer

- Restaurant Equipment
- Commercial Refrigeration
- Smallwares
- Storage & Transport
- Tabletop
- Disposables
- Furniture
- Restaurant Dinnerware
- Food & Beverage
- Janitorial Supplies
- Business Type

WebstaurantStore > Refrigeration Equipment > Reach-In Refrigerators and Freezers > Commercial Combination Refrigerators / Freezers > Hoshizaki DT2A-FS 55" Solid Door Dual Temperature Reach-In

Hoshizaki DT2A-FS 55" Solid Door Dual Temperature Reach-In

Item #: 415DT2AFS MFR #: DT2A-FS



Free Shipping ?

Custom Quote for City Of Fairfield, Ohio
\$7,629.00/Each

Ships free with **plus**

What We Offer

Protect Your Product

Coverage starting at \$137.85 ?

Add Protection

1

Add to Cart

Rewards

VISA

Earn up to \$257.52 back (25,752 points)
with a Webstaurant Rewards Visa® Credit Card

Wish List ▼

Rapid Reorder

- ✓ Store frozen and refrigerated product in the same footprint
- ✓ Durable stainless steel construction with foamed-in-place insulation
- ✓ Self-closing, stay open doors with a stepped edge design and locks
- ✓ Solid state digital controller with an LED display and temperature alarms
- ✓ Uses eco-friendly R-290 refrigerant; 115V, 1/4 hp and 3/4 hp

Shipping:
Usually Ships In 8 Weeks

Restaurant
Equipment

Commercial
Refrigeration

Smallwares

Storage &
Transport

Tabletop

Disposables

Furniture

Restaurant
Dinnerware

Food &
Beverage

Janitorial
Supplies

Business
Type

WebstaurantStore > Restaurant Equipment > Beverage Equipment > Commercial Coffee Makers / Brewers > Commercial Coffee Makers / Brewers, Automatic > Bunn 51200.0103 ICB Infusion Series WiFi Capable Stainless Steel Twin Coffee Brewer - 120/240V

Bunn 51200.0103 ICB Infusion Series WiFi Capable Stainless Steel Twin Coffee Brewer - 120/240V

Item #: 234512000103 MFR #: 51200.0103



Note: Servers sold separately

Free Shipping ?

Only

\$1,579.00/Each

Ships free with **plus**

Available in Scratch & Dent for **\$1,184.25** >

What We Offer



Protect Your Product

Coverage starting at \$43.65 ?

Add Protection

1

Add to Cart



Earn up to \$47.37 back (4,737 points)
with a Webstaurant Rewards Visa® Credit Card

Wish List ▼

Rapid Reorder

- ✓ Brews directly into Soft Heat servers (sold separately)
- ✓ Six brew buttons and three batch sizes
- ✓ Exclusive Peak Extraction sprayhead for ultimate uniformity of extraction
- ✓ Durable stainless steel construction
- ✓ Dashboard shows the age of the coffee; USB programmable
- ✓ Connects with devices with WiFi; password protected to prevent unauthorized access
- ✓ Energy-saver mode reduces tank t Idle periods

Packet Pg. 145

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



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Print page

Ask a question



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Parks Facilities Improvements

Legislation Title:

Parks Facilities Improvements

BACKGROUND/SYNOPSIS: The appropriation of funds for miscellaneous improvements and repairs at Parks and Recreation Facilities is an annual expenditure that is funded under the Capital Improvement Program (CIP). These funds are needed to purchase outdoor tables and chairs for the Elisha Morgan Mansion Patio (Amazon/\$10,000), exterior painting of the CAC Balcony (BPI Painting/\$15,600), a walk-in freezer unit at North Trace (Kent Refrigeration/\$15,712), replacement of an exterior door at CAC (Scofield/\$3,258), installation of awning for exterior door (Queen City Awning/\$5,250) and landscaping at CAC and Elisha Morgan Mansion (Various/\$10,000). The total cost for these projects is \$60,000. These items are programmed in the 2021 CIP as 1PR21.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$60,000 for the purchase of equipment.

FINANCIAL IMPACT: An appropriation of \$60,000 will be needed to purchase materials and services.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary projects without delay in order to reduce service interruption to our residents/customers.

Attachments:

1. cityoffairfieldwiri821
2. sidedoor
3. awningdoor
4. City of Fairfield - Misc Exterior



KENT REFRIGERATION COMPANY

A Division of Westside Development, Inc.

221 East 19th Street • P.O. Box 2110 • Covington, KY • 41012

KY Lic# MO1667 • OH Lic# 32100

(859) 431-4252 • Fax: (859) 431-1980

8/9/2021

City Of Fairfield
5350 Pleasant Ave
Fairfield, Oh 45014
Att: Rodney Jones

RE: Walk-in box

Dear Mr. Jones,

The following information concerns requested pricing for the small walk-in freezer and dual temperature reach-in box equipment. I have priced two brands of the reach-ins below.

Walk-in Freezer: 6' x 8' x 7'6" high

WSF - Series IV Walk-In Storage Freezer

SIZE 6' x 8' x 7'-6"H

Cabinet Features Include

4" thick PPC© (Premium Panel Construction) high-density extruded insulation freezer panels; exceeds EISA energy standards. PPC© eliminates need for perimeter wood framing providing higher R-value

Panels include National approvals - UL-NSF Approved / Smoke & Flame Spread per ASTM E84 testing

Premium white metal finish in/out (no extra charge)

4 1/4" thick reinforced insulated floor in freezer; Stainless steel finish with Integrated NSF Stainless Steel Coving and cam locked walls to floor

Internal cam locking ceiling to wall system for a moisture proof tight seal - helpful with tight overhead installations

1 36"x78" UL approved heavy duty entry door package (freezer door with heat).

34" net opening

UL approved Energy saving vapor proof CFL lamp pre-wired to exterior indicator light switch

Easy to read dial thermometer

Heavy duty chrome cam lift self-closing hinges, with additional self-actuating door closure

Dart mount magnetic door seal gaskets for a firm tight door seal

Aluminum diamond tread kick plates on lower portion of door (interior & exterior)

Heated pressure relief port

2" x 3" vertical wall trim strips (seals box to adjacent walls)



KENT REFRIGERATION COMPANY

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KY Lic# MO1667 • OH Lic# 32100

(859) 431-4252 • Fax: (859) 431-1980

Refrigeration Systems Include

1 Model PT0069LBNEMSA packaged low temp electric-defrost R448A pre-charged top-mount indoor refrigeration system, aluminum housing, flush air discharge, no drain required, electronic temperature and defrost control. High-efficiency 2-speed Electronically Commutated (EC) fan motors included. Fully compliant with current Federal EISA energy standards. No power cord supplied.

Note: This refrigeration system is a completely self-contained system that is mounted on top over a factory cut out. It draws air from inside the box and discharges it back down to it to cool the box. No condensate drain is required either.

Equipment Cost: \$13,212.00 plus tax, installation and permits, if applicable. Installation varies depending on site conditions but typically is in the range of \$1,500.00 to \$2,500.00 depending on site conditions. This estimate is for the box set up and refrigeration installation and start up. It does not include site preparation or other trades, such as electric.

Reach-in Equipment:

Hoshizaki Brand:

DT1A-HS dual temperature cooler/freezer, single door space ½ doors
\$6,900.00ea

DT2A-FS dual temperature cooler/freezer, double door space, full length doors
\$9,095.00

Continental Brand:

1RFNHD dual temperature cooler/freezer, single door space ½ doors
\$7,156.00

2RFN dual temperature cooler/freezer, double door space, full length doors
\$8,762.00

Reach-in equipment pricing includes freight. Installation would be additional.

If you have any questions or would like to move forward with the equipment, please let me know.

Sincerely,

Daniel T. Boone
Kent Refrigeration

Good afternoon , Updated quote for Side Theatre Door old quote was for \$2988.00 looks like it is about \$300.00 more .

From: scowindow@aol.com <scowindow@aol.com>

Sent: Wednesday, August 18, 2021 2:17 PM

To: Rodney Jones <RJones@fairfield-city.org>

Subject: Updated Estimate For Community Art Center Door

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

Rodney:

Here is the updated estimate, as of 8-18-2021.

Estimate for Door Opposite the Theatre Door at Fairfield Community Art Center

Scofield Window and Door will remove the existing door and frame. We will then furnish and install one (1) 36" primed hollow metal steel door, frame and transom. Door to be out-swinging. Door to be solid - no glass - with weather-stripping, heavy duty door closer, threshold and door sweep. Transom to be a solid metal panel.

NOTE: We will reuse existing mortise box hardware.

Total Installed is \$3,258.00



**Queen City
Awning**

Quality custom awnings since 1877

Queen City Awning
7225 East Kemper Rd
Cincinnati OH 45249

Visit the Design Center

11.F.6.a



Cincinnati
(513) 530-9660

Nationwide
(800) 611-2800

Fax
(513) 530-0662

Andrew's Mobile
513-659-9466

Website
QueenCityAwning.com

Fairfield Community Art Center
411 Wessel Dr
Fairfield OH 45014

Rodney Jones

Quote ID 140610-C
Date August 10, 2021
Email andrew@queencityawning.co

Proposal

We, Queen City Awning, are pleased to quote on the following:

Furnish and install: (1) Armor-Clad Awning complete

The item(s) listed above will be constructed to the following specifications:

Width	Drop	Projection	Sides
14' 6"	3' 0"	4' 0"	open

Material - MP-100 standing seam panel, 12" wide

Price \$5,250

Color - choice of standard color

Frame - welded, painted to patch panel color

Additional - move (x1) 6' 0" wide awning to new location = included

[Click to add comments to accompany this quote](#)

Terms and Conditions

Advance payments are not refundable. If the purchaser cancels the order, purchaser agrees to pay for cost incurred in manufacturing the order. All cancellations must be in writing.

This proposal forms the entire agreement. Any changes, deletions or additions must be made and agreed to in writing by both parties.

It is the sole responsibility of the purchaser to determine the suitability of the item(s) being purchased.

All work to be completed in a professional manner according to standard practices. Any questions concerning workmanship must be reported within 10 days after completion of work or will be subject to a service charge.

Time estimates for the delivery/installation of this order are subject to change and are not considered binding. All agreements contingent upon strikes, accidents or delays beyond our control.

Storage charges will apply to orders which have not been picked up, delivered or installed within 30 days of notification.

Unless specifically noted, existing awning frames are assumed to be as-is. Any repairs, replacements or modifications necessary to install the cover will be an additional charge.

Our workers are fully covered by liability and worker's compensation insurance.

Purchaser agrees to pay all fees, including legal fees, to collect past due amounts.

WARRANTY: Queen City Awning warrants fabric, framework and installation of their awnings to be free from defects for a period of one year from date of installation. See warranty for details. For fabric warranty, see supplier's certificate.

Company Authorization

Authorized by Andrew Angelo

Acceptance of Proposal

Payment Terms: **Net 30 days**

[Click to accept this quote and place an order](#)

VALID ONLY IF ACCEPTED BY THURSDAY, SEPTEMBER 9, 2021

(A service charge of 1-1/2% per month will be charged on all past due accounts.)

942 Saratoga Street
Newport, KY 41071
Mobile 859-409-5545
Office 859-491-9800
Email aaron@bpipainting.net

April 19, 2021

Proposal #7480

City of Fairfield, Ohio
Attn: **Rodney Jones**
411 Wessel Drive
Fairfield, OH

Project: Exterior Painting

Hello Rodney:

We hereby propose to complete the painting, at the above referenced project, according to the following specifications:

- ▶ High-pressure water clean as necessary using up to 3,000 psi in order to remove any loose paint, dirt and oxidation
- ▶ Hand prepare necessary areas by hand scraping, sanding and wire brush.
- ▶ Prime all bare and necessary areas of masonry with Sherwin Williams SuperPaint.
- ▶ Finish paint all masonry with Sherwin Williams SuperPaint matching existing.
- ▶ Prime bare and necessary areas of metal surfaces with Sherwin Williams Pro-Cryl Primer.
- ▶ Finish paint metal surfaces with Sherwin Williams Sher-Cryl High Performance Acrylic matching existing.

All work will be done in a professional manner.

All employees are trained in accordance with all O.S.H.A. and Hazcom Safety Rules and Regulations.

All employees of BPI Painting are covered by Liability and Workmen's Compensation Insurance against any damage or injury on property during the contract period.

Any and all problems, additional work, or questions are to be discussed with the painting supervisor.

BPI Painting will be responsible for protecting all areas and surfaces not to be painted, by taping and covering as needed.

Cost includes all labor, liabilities and equipment. (Scaffolds, pressure cleaners, safety equipment, etc.)

Total Cost Labor, Material & Equipment:

Balcony Hand Railing and Under Balcony: - - - - - \$15,600.00

Pressure Wash Only Entrance Sign / Paint Entrance Ceiling: - - - - - \$5,990.00

SIGNED:  DATED: 04/19/2021
Aaron Holland

SIGNED: _____ DATED: _____

AH/bd



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Bob Schappacher,
 Submitting Department: Parks

Subject:

Oakwood Park Improvements

Legislation Title:

Oakwood Park Improvements

BACKGROUND/SYNOPSIS: The appropriation of funds from the Connectivity and Overlay Program to the Fairfield Parks system is an annual expenditure that is funded under the Capital Improvement Program (CIP). The funds are needed to provide 1,200 feet of additional walking path and a color coat sealant of the tennis court and basketball court at Oakwood Park. This is an annual expenditure, funded under the Capital Improvement Program and listed in the 2021 CIP as 01PR04. The funds are needed to purchase these items that are listed above.

RECOMMENDATION: It is recommended that City Council authorize an appropriation of funding in the amount of \$35,000.00 for all necessary items that are listed.

FINANCIAL IMPACT: An appropriation of \$35,000.00 will be needed to address adding 1200 feet of a paved walking trail and the color coating of the tennis court and basketball court at Oakwood Park. The funding will address the following amenities:

- 1200 feet of walking trail 6 ft wide 4" of gravel base and 3" of 404 asphalt. They will seed and straw disturbed areas: \$28,000.00 Total
- Clean, install 2 coats of green color coat sealant and stripe lines to the tennis court and the basketball court. Add pickleball lines to the tennis court: \$ 6,900.00 Total

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all amenities for the Parks and Recreation Department. Suspension of Rules and Adoption is requested in order that the amenities could be added to the parks system during the summer/fall months for the residents to enjoy prior to the winter.

Attachments:

1. Oakwood Park Proposal

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

Proposal

Barry L Brown Paving
3210 Homeward Way
Fairfield, OH 45014
513-874-1588

Date: 8/24/2021

Proposal Submitted To:
 Fairfield Parks

Job Name and Location:
 Oakwood Park

We hereby submit specifications and estimates for:

install approx 1190 ft of new walking path	
excavate	
4" ODOT 304 gravel base, 3" ODOT 404 asphalt	
restore disturbed areas with seed and straw	
	\$28,000.00

Tennis and Basketball courts	
clean, install 2 coat green colorcoat sealant	
stripe	
add pickleball court striping to tennis court	
	\$6,900.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

thirty four thousand nine hundred	dollars	\$34,900
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Chad Brown	8/24/2021
Authorized Signature	Date

Acceptance of Proposal	Date
------------------------	------

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - September 13, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Public Works Repairs and Upgrades

Legislation Title:

Public Works Repairs and Upgrades

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$45,863 from the Capital Improvement Fund for the repairs and upgrades to the Public Works, Justice Center, and Annex Buildings and other City buildings as needed.

Background/Synopsis:

This request is for the following projects:

\$30,445	Install Fire Alarms systems in Truck Storage Barns 3, 4, and 5 at Public Works. The City currently has no fire protection in these buildings. A fire in any one of these buildings could destroy millions of dollars of equipment and leave us unable to provide emergency services. Three quotes were received for this project, one from Silco Fire and Security for \$30,445, one from Integrated Protection Services for \$40,295, and one from Protegis Fire Safety for \$49,915. Silco was chosen due to cost.
\$5,418	Recent inspections of the clean agent fire suppression systems protecting our server rooms at the Municipal Annex and Justice Center resulted in the need to change out the Inergen chemical hoses due to age to meet NFPA standards. The total cost for both building is \$5,418
\$35,863	Total for both projects

Financial Impact:

\$45,863 (\$35,863 for the projects listed above + \$10,000 for contingencies and repairs and upgrades to all City buildings) from the Capital Improvement Fund.

These repairs are listed in the CIP as # 1FC61, Public Works Repairs and Upgrades (\$60,000).

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Silco Fire Alarm
2. IPS Fire Alarm
3. Protegis Fire Alarm
4. Protegis Justice Center Inergen
5. Protegis Annex Inergen

- QUOTATION -



Silco Fire & Security

10765 Medallion Dr
Cincinnati, Ohio 45241

(513) 733-5655 (800) 966-7452

FAX: (513) 483-3787

TO: Brain Rose

JOB: *Transportation Garages*

DATE: July 16, 2021

QTY.	MANUFACTURER	CATALOG NUMBER & DESCRIPTION
------	--------------	------------------------------

Garage Building 5
SK-6700 Panel and Cellular Communicator
Batteries (2)
4 -Pull station
1- Smoke Detector in office area
13- Heat Detectors
4- Horn / Strobe Ceiling mount
1- Fire Document Cabinet
Installation
Drawing
Submittals
Programming

Total: \$11,075.15

Garage Building 4
SK-6700 Panel and Cellular Communicator
Batteries (2)
2 -Pull station
6- Heat Detectors
2- Horn / Strobe Ceiling mount
1- Fire Document Cabinet
Installation
Drawing
Submittals
Programming

Total : \$9,684.71

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

Garage Building 3

SK-6700 Panel and Cellular Communicator

Batteries (2)

2 -Pull station

6- Heat Detectors

2- Horn / Strobe Ceiling mount

1- Fire Document Cabinet

Installation

Drawing

Submittals

Programming

Total : \$9,684.71

Total all 3 buildings: \$30,386.57

Notes: No Tax

Panel is expandable. Panel is fully addressable.

Includes: Lift rental

Plenum rated cable – FPL

Pull station will have stub up conduit

Clarification:

120v power for each panel will be provided by others. This breaker should be dedicated

Prevailing wage is not included

There will be 3 monitoring contracts, one per building at the cost of \$60 each

No Patch no Paint. Customer will provide the board the panel will mount on.

Customer will take out the permit.

Attached you will find a clarifications page to help simplify our scope of work.

If you have any questions, or if I can be of any further assistance, please don't hesitate to call on me at 733-5655.

Sincerely,

Julie Noland

Systems Design Engineer

513-733-5655

jnoland@silcofs.com

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

Silco Fire & Security –

Terms & Conditions

1. Payment Terms:
 - 50% down payment with order (Must be received before equipment is ordered)
 - 50% upon completion (Must be received before final test)
2. The quoted price is valid for 30 days and **does not include** tax and permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. For water based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
4. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
5. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
6. Regarding signal strength surveys performed for Bi-Directional Amplifier Systems (BDAs), survey results only reflect the conditions at the time of the survey. Signal strength is likely to change over time for various reasons. BDA systems may need to be modified as these changes occur. Any modifications or additional surveys are outside the scope of services proposed by Silco.
7. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.
8. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers. If phone lines are going to be used for monitoring, they need to be POTS phone lines (not VOIP). Customer is required to install RJ31X jack(s) upstream from any phone system in compliance with NFPA 72 and extend phone line(s) from DMARC to the fire alarm communicator location.
9. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
10. Installation will start upon approval of plans by authority having jurisdiction. Silco will notify the customer when permit has been issued.
11. Revisions to original approved design will be billed separately, including any AHJ required changes.
12. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
13. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA. For Ansul clean agent fire suppression systems, see Ansul's terms and conditions regarding Ansul's Environmental and Evergreen Warranties.
14. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
15. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may

be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.

- 16. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
- 17. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
- 18. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
- 19. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
- 20. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)	(Date)
(Printed Name/ Title)	

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



PROJECT INVESTMENT

Fairfield Public Works Fire Alarm
 Proposal: 33658-1
 Date: August 31, 2020

Customer: City Of Fairfield

Site: City Of Fairfield
 Attn: Accounts Payable, 5350
 Pleasant Ave.
 Fairfield, OH 45014

Billing: City Of Fairfield
 Attn: Accounts Payable, 5350
 Pleasant Ave.
 Fairfield, OH 45014

Contact:

SCOPE OF WORK

IPS, Inc. is pleased to provide you with fire alarm system pricing for the Fairfield Public Works Building. Our price includes the devices as requested by the owner. Proposal is based off of a site visit conducted on 8/27/21. IPS will provide the design, permitting, submittal drawings, fire system equipment, installation, panel terminations for the Main FACP, panel programming, system pre-test, system final test and training on the operation of the system with the end user. Permitting, inspections, conduit stubs, device boxes, related hardware, and lift is included.

In the event the permit submittal package is rejected by the local plan's examiner, IPS will review the rejection letter and address required changes / modifications. Based on the extent of the required changes / modifications, IPS may charge for additional labor. Additional labor charges for engineering services may be addressed in the form of a change order.

Installation of the system: This includes all wire, conduit, wire pathways, installation materials and labor for the installation. During the installation of the fire alarm system, IPS will provide technical assistance and support as needed. IPS will coordinate and attend on site job meetings as needed during the installation.

Our pricing includes one final acceptance test. Additional final tests / testing that may be required due to delays or circumstances caused by others may be addressed in the form of a change order.

Wiring to be open air with stub ups on walls.

All work to be performed during normal business hours, M-F (8:00AM - 5:00PM)

NOTES:

Drawings will be completed 4 weeks after we receive CAD files from the owner.

We will require a minimum of two week's notice to schedule the pre-test and final tests.

We have included (1) Site Visit Pre-Test and (1) Site Visit Final Test in this proposal.

We will need the tax-exempt certificate prior to booking this project if the project is tax exempt.

Owner responsible for providing and installing conduit between buildings.

Electrical work not included.

SYSTEM NOTES.

Cell dialer is included in this proposal. Monitoring fees will be \$70/month, billed annually. Monitoring agreement will be coordinated upon signed contract.

Protecting You and Your Family
 Where You Live - Where You Work - Where You Play



PROJECT INVESTMENT

Fairfield Public Works Fire Alarm
 Proposal: 33658-1
 Date: August 31, 2018

Proposal does not include patching or painting.

Proposal does not include sales tax.

Fire

QTY	Manufacturer	Part #	Description
1	Honeywell	SK-6808	198 point addressable fire alarm panel
5	Honeywell	SK-PULLDA	addr pull station dual action
1	POWER-SONIC	PS-1270	Power Sonic 12V, 7AH Sealed Lead Acid Battery
56	Honeywell	SK-FIRECOW	fire/co detector
56	Honeywell	FL-B200SWH	addressable sounder base
8	Honeywell	BK-P2RL	Horn strobe 2W
2	Power Sonic Corp	PS-12180-F2	Battery, 12 Volt, 18Ah, F2Terminal, Sealed, Lead Acid *
1	Honeywell	O6-E12OVGT	Eclips 120V SPD @5000AMPS UL
2	Honeywell	O6-T24DG	T Series 24v term spud
1	Telular Corporation	TG7LVF	Commercial primary/backup or sole path fire cellular alarm communicator for Verizon LTE network
1	Honeywell	SK-SKFSL	FBR Card
1	Honeywell	SK-SKNICKIT	NTWK INTFC CARD CAB
1	Honeywell	0H-HPTCOVER	UL PLUG IN TRANSFORMER COVER

Supplies & Materials for: Fire

QTY	Description
1.00	Shipping
1.00	Equipment - Miscellaneous - Installation
1.00	Subcontract Labor - Installation

Project Labor Schedule

Description
Fire Alarm Technician
Engineering and Design Tier 2

Financial Summary

Total Proposal Amount: **\$40,295.00**

Note: The above price does not include sales tax.

Exclusions and Clarifications

FINAL NOTES: IF THIS PROJECT REQUIRES PAYMENT OF PREVAILING WAGES UNDER STATE OR FEDERAL GUIDELINES, THIS QUOTATION MAY REQUIRE AN ADDITIONAL CHARGE FOR INCREASED WAGE REQUIREMENTS. UNLESS SPECIFICALLY LISTED, THIS QUOTATION DOES NOT INCLUDE SALES TAX, INSTALLATION, PERMITS, BONDS, OR FEES. ORDINARY SHIPPING & HANDLING IS INCLUDED. EXPEDITE SHIPPING REQUIRES ADDITIONAL CHARGES. ALL EQUIPMENT IS WARRANTED FOR A PERIOD OF (1) YEAR FROM FINAL CHECK-OUT OR FIRST BENEFICIAL USE. WHEN LISTED, TECHNICIAN PROGRAMMING START-UP INCLUDES ONE (1) COMPLETE SYSTEM CHECK-OUT. UNLESS OTHERWISE NOTED, ON-SITE TECHNICAL SUPPORT REQUIRES TWO (2) WEEKS NOTICE FOR SCHEDULING. UNLESS NOTED, ALL

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 Where You Live - Where You Work - Where You Play



PROJECT INVESTMENT

Fairfield Public Works Fire Alarm

Proposal: 33658-1

Date: August 31, 2018

TECHNICIAN WORK SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS M-F, 7:30AM-4PM. IF REQUIRED, TECHNICIAN TROUBLESHOOTING FOR WIRING DEFECTS SUCH AS GROUND FAULTS, MIS-WIRED, SHORTED, AND OPEN CIRCUITS ON WIRING INSTALLED BY OTHERS WILL BE INVOICED AT STANDARD IPS SERVICE RATES.

PAYMENT TERMS:

1. IPS WILL INVOICE FOR START-UP AND ENGINEERING UPON RECEIPT OF PURCHASE ORDER
2. IPS WILL INVOICE FOR ALL EQUIPMENT UPON RECEIPT BY IPS
3. IPS MAY REQUIRE A DEPOSIT FROM CUSTOMER IF MANUFACTURER REQUIRES A DOWN PAYMENT FOR SPECIAL ORDER OR LONG LEAD TIME EQUIPMENT
4. IPS WILL PROGRESS INVOICE FOR ALL LABOR DURING THE PROJECT
5. ALL PAYMENTS ARE DUE NET 20.

Accepted By: Integrated Protection Services

Name: Donald Edgington

Signature: _____

Title: _____

Date: _____

Accepted By:

Name: _____

Signature: _____

Title: _____

Date: _____

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



June 22, 2021

City of Fairfield OH
Attn: Brian Rose

Quote: #202106DH-05

Project:	Fire Alarm Systems for Garages 3, 4 and 5 at the 8870 North Gilmore Road Facility.
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Scope of Work

PROTEGIS FIRE & SAFETY will facilitate the installation of a Fire System. A dedicated 120v circuit must be installed at the new panel location (by others). Contacts will be provided at panel for auxiliary functions (BMS and HVAC Interlocks), wiring by others. An addressable fire alarm panel shall be installed with beam smoke detectors. Ceiling mount notification devices and fire pull stations at each exit door. Submittal drawings and AHJ testing included in this scope. Taxes and Permit Fees not included in this scope. Monitoring for the systems shown in a separate line item. Cellular communicator to be supplied with each panel.

Garage 3, \$13,460.00

Garage 4, \$13,460.00

Garage 5, \$22,995.00

Monitoring for each cellular communicator, \$741.50

Included in Project:

- Programming start up and commissioning of new system
- Installation labor
- Design and submittal drawings
- AHJ testing
- All work noted in the scope above. Any additional labor or equipment will require further pricing from PROTEGIS FIRE & SAFETY.
- Cell Dialer in leu of POTS lines.
 - If PROTEGIS FIRE & SAFETY is unable to obtain a strong cell signal at the location, other means of communication may be required by the customer.

Not Included in Project:

- Installation of phones lines / communication circuits to panel or wiring to facility alarm system (VOIP lines **DO NOT** meet code requirements and cannot be used).
- Installation of dedicated 120v circuit to new panel location
- Painting and patching of any walls or surfaces
- Security/intrusion devices and/or monitoring


Project Clarifications:

- Dedicated 120v circuit with lockout to panel, by others. Source shall not be de-energized in alarm condition
- Temporary heat, lighting, and/or power to be provided by others
- Required dampers and HVAC control wiring by others, contacts will be provided
- DWG format drawings must be supplied to PROTEGIS FIRE & SAFETY to design system
 - if unavailable additional design cost will be added to recreate drawing set
- Drawings available 2-3 weeks after PO# is issued to PROTEGIS FIRE & SAFETY
- Specific site safety training and/or employee badging is not included and would require additional pricing
- Price valid for 30 days
- Schedule is to be mutually agreed upon between customer and PROTEGIS FIRE & SAFETY, equipment lead time may affect schedule
- This quote is based on a fluent construction schedule. Any delays or phasing of the project that will require multiple site visits will be at an additional cost
- Work to be performed during normal business hours
- Prevailing wages not included
- The pricing above reflects current supplier pricing. In the event of significant delay or supplier price increase occurring during the performance of the work through no fault of the Contractor, the contract sum, time of performance, and/or contract requirements shall be equitably adjusted by a change order.
- Our terms and conditions can be found at this location
<https://www.protegis.com/termsconditions>

Thank you again for allowing PROTEGIS FIRE & SAFETY the opportunity to propose this project. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Dan Holiday

PROTEGIS FIRE & SAFETY
 Engineered Systems Estimator
 Special Hazards | Fire Alarm
 C 513.498.5315

To accept this quote and terms contained within, please sign below and email to dholiday@protegis.com

Accepted: _____

Date: _____ PO#: _____

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)



510 West Benson Street
Cincinnati OH 45215
513.948.1030
<https://www.protegis.com/>
Visit our website to sign up
for customer portal access
We do it right. We make it
easy.

Quote No. 1882047
Type Repair
Prepared By DANIEL HOLIDAY
Created On 08/30/2021
Valid Until 09/30/2021

Quote For City of Fairfield
City of Fairfield Justice
Center
5230 Pleasant Ave
Fairfield OH 45014-3555

Description of Work

A Protegis Fire & Safety technician recently inspected the fire system at your location. On the inspection report, were noted deficiencies that require the following corrective action: 6 hoses on Inergen tanks due for testing. Dated 2015

Scope of Work: Replace existing hoses with new

GRAND TOTAL \$3,846.78

****Please Note:** **This quote is valid for 30 days from the date of this document. Price assumes work to be performed during normal business hours (unless otherwise stated in the body of the quote). These prices do not reflect any sales tax, unless stated as a line item on the quote. If applicable, sales tax will be added at time of billing. This price does not include any unforeseen repairs, maintenance, parts or fees unless stated above. Anything additional will be billed or quoted at current rates.

The pricing below reflects current supplier pricing. In the event of significant delay or supplier price increase occurring during the performance of the work through no fault of the Contractor, the contract sum, time of performance, and/or contract requirements shall be equitably adjusted by a change order.

Service provided is subject to Standard Terms & Conditions which can be viewed at <http://www.protegis.com/terms-conditions.html>

Dan Holiday **ESTIMATOR ** **PROTEGIS FIRE & SAFETY** Cincinnati, Ohio

513.498.5315 CELL

Services to be completed

[Clean Agent Suppression] Clean Agent Suppression - ANSUL INERGEN, CLEAN AGENT INERGEN

6 hoses on Inergen tanks due for testing. Dated 2015. - repair

Parts, labor, and fees	Quantity	Unit Price	Total
Flex Loop	6	\$512.00	\$3,072.00
Clean Agent Labor - Regular Hours	4	\$135.00	\$540.00
GRAND TOTAL			\$3,612.00

Terms and Conditions

****Terms & Conditions:** **Service provided is subject to Standard Terms & Conditions which can be viewed at <http://www.protegis.com/terms-conditions.html>

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



510 West Benson Street

Cincinnati OH 45215

513.948.1030

<https://www.protegis.com/>Visit our website to sign up
for customer portal accessWe do it right. We make it
easy.**Quote No. 1882070**

Type Repair
Prepared By DANIEL HOLIDAY
Created On 08/30/2021
Valid Until 09/30/2021

Quote For City of Fairfield

Fairfield Annex
701 Wessel Dr
Fairfield OH 45014

Description of Work

A Protegis Fire & Safety technician recently inspected the fire system at your location. On the inspection report, were noted deficiencies that require the following corrective action: 3 hoses for Inergen tanks dated 2005, due for testing

Scope of Work: Replace Existing Hoses

GRAND TOTAL \$1,923.39

****Please Note:** **This quote is valid for 30 days from the date of this document. Price assumes work to be performed during normal business hours (unless otherwise stated in the body of the quote). These prices do not reflect any sales tax, unless stated as a line item on the quote. If applicable, sales tax will be added at time of billing. This price does not include any unforeseen repairs, maintenance, parts or fees unless stated above. Anything additional will be billed or quoted at current rates.

The pricing below reflects current supplier pricing. In the event of significant delay or supplier price increase occurring during the performance of the work through no fault of the Contractor, the contract sum, time of performance, and/or contract requirements shall be equitably adjusted by a change order.

Service provided is subject to Standard Terms & Conditions which can be viewed at <http://www.protegis.com/terms-conditions.html>

Dan Holiday **ESTIMATOR ** **PROTEGIS FIRE & SAFETY** Cincinnati, Ohio

513.498.5315 CELL

Services to be completed

[Clean Agent Suppression] Clean Agent Suppression - Ansul Inergen Data room

3 hoses for Inergen tanks dated 2005, due for testing. - repair

Parts, labor, and fees	Quantity	Unit Price	Total
Flex Loop	3	\$512.00	\$1,536.00
Clean Agent Labor - Regular Hours	2	\$135.00	\$270.00
GRAND TOTAL			\$1,806.00

Terms and Conditions

****Terms & Conditions:** **[Service provided is subject to Standard Terms & Conditions which can be viewed at http://www.protegis.com/terms-conditions.html](http://www.protegis.com/terms-conditions.html)

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



City Council Information Item
Regular Meeting - September 13, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Wet Well 1 Cleaning

Legislation Title:

Wet Well 1 Cleaning

Background/Synopsis:

The City of Fairfield's wastewater is collected in a network of piping referred to as a Collection System. The Collection System conveys wastewater to the City's Wastewater Treatment Plant where it flows into one of the Plant's two raw sewage Wet Wells. From the Wet Wells, the sewage is then pumped to various treatment processes.

The request is for an appropriation necessary to hire an outside contractor to remove accumulated grit, sand and various inorganics from the treatment plant's Wet Well #1. The accumulated material needs to be removed to protect the Treatment Plant's Raw Sewage Pumps and other downstream treatment equipment. Due to hazardous conditions and the necessary confined space entry, an outside contractor will be hired to complete the task. The City proposes to use Allied Technical Services for this work. Estimated job completion is three days; a cost estimate is attached for review.

Financial Impact:

An appropriation in the amount of \$12,300.00 is being requested to hire an outside contractor to remove accumulated debris and material from the Wastewater Treatment Plant's Wet Well #1.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project number 1WW06, Pump Overhaul/Replacement Program. The funding source is the Sewer Surplus Fund.

Attachments:

1. Pump Station Clean Up

Allied

Technical Services, Inc.
Pump Rentals
Underwater Services

Service Proposal Estimate

Client Name: City Of Fairfield Ohio

Date: 12 July 2021

Contact Name: Randy Hassler

Prepared By: Curtis Maynard

Phone No.: 513-858-7760

Phone No. 513-233-5606

Email: rhassler@fairfieldoh.gov

Email curtis.maynard@alliedunderwaterservices.com

Invoice To: Above

Project Name: Pump Station Cleaning

Scope of Supply

3 Man Crew to clean grit and debris from pump station wet well. Allied will provide labor and confined space equipment to enter and clean pump station wet well. City of Fairfield to provide Vac Truck, Blowers, Additional Labor to assist in removal of material. Allied Underwater will install (2) 24x48" sewer plugs upstream of the wet well influent chamber. These plugs will remain in place throughout the cleaning process and are included in the day rate. If these sewer plugs are needed by the City Of Fairfield after the wet well cleaning they will be subject to additional charges listed below.

Item No.	Item Description	Qty	UOM	Total
001	Labor 3 Man 10 Hours Per Day	U/K	Ea	3060.00
002	CSE Equipment	U/K	Ea	300.00
003	Consumables	U/K	Ea	100.00
004	(2) 24x48" Sewer Plugs	U/K	Ea	250.00
005	Mobilization/ Demobilization & Service Truck	U/K	Ea	383.40

Estimated Proposal Price

Total Price \$ 4093.40 Per 10 Hour Day

Total Price is based on our best, good faith evaluation of the effort required to complete the scope of work given the information available, information you provided, as well as correspondence between yourself and AUS at the time of the proposal. We reserve the right to adjust prices due to changes in the work scope, and errors or omission of information. If you find that this proposal does not fully address your needs, please let us know, so we may provide a revised proposal.

Signature of Acceptance:

PO/Job No:

Thank you for your request for proposal. Should you have any questions, please feel free to contact us.

Federal, State, Local or other applicable taxes are not included in this pricing. This estimate is valid for 60 days. Please sign this acknowledgement, note the PO number for this job and the taxable/non-taxable status and email back to me at: curtis.maynard@alliedunderwaterservices.com

Main Office: 3460 Mustafa Dr. – Cincinnati, OH – 45241
Toll Free: 877-98-PUMPS | Fax: 513-793-0665 | www.alliedpumprentals.com

OHIO | KENTUCKY | INDIANA

Allied

Technical Services, Inc.
Pump Rentals
Underwater Services

Proposal Terms & Conditions

1. Unless otherwise stated, Allied Underwater Services (AUS) quoted prices are valid for 60 days.
2. Service Quote is contingent upon availability of personnel and equipment.
3. Standard payment terms are Net 30 days.
4. AUS accepts Visa and MasterCard for invoice payment. A 3% processing fee will be added to the total amount invoiced for all payments made using a credit or purchase card.
5. Scope of work will be meet all American Water Works Association (AWWA) requirements and OSHA 29 CFR specifications, including AWWA current standards (ANSI/AWWA c652-92) regarding disinfection procedures when conducting underwater activities in potable water storage facilities. All equipment used will be for potable water only.
6. Water access hatches must have dimensions of 24" x 24" or greater for diver entry. Tank entry ladder must be present and in safe condition for diver entry.
7. Client is responsible for coordinating the turning off all radio frequency (RF) antennas/transmitters which could create an unsafe work environment. AUS will charge \$300.00 per hour for all downtime caused by delays related to unsafe RF activity.
8. In order to efficiently complete work, AUS requires 10 hours access to tank sites per day. If tanks are not accessible for at least the 10-hour minimum, Client may be subject to additional fees and/or mobilization charges. Client must have tanks full prior to arrival of the dive team. Additional onsite delays not caused by AUS will be subject to an hourly charge of \$300.00. This includes but is not limited to waiting on Client to arrive, waiting for keys, insect infestations, tanks not being full and baffle walls not revealed to AUS prior to agreement in scope of work. Baffle walls create a larger scope of work; please disclose prior to mobilization if tank has baffle walls so that AUS may adjust the proposal accordingly for correct scope of supply.
9. Project Supervisor will consult with the Client representative on the final decision regarding safe working conditions.
10. If additional mobilization is required to complete a project caused by customer related downtime, AUS will invoice additional mobilization fees. Should contractor be inhibited or denied access to a facility to perform a dive or ROV inspection, contractor will complete a standard exterior inspection checklist and client will be billed for full quoted inspection price.
11. Inspection reports will include a proposal of recommendations for compliance with all applicable AWWA, OSHA, or state standards/requirements.
12. Unless otherwise specified, AUS will provide digital copies of the completed report. Paper copies of the report can be obtained but may be subject to a processing/mailling fee.
13. Pressure Tank Clause, if applicable:
A full internal (if accessible) and external inspection will be conducted. Client understands tanks must be drained, de-pressurized and opened prior to inspection. Client is responsible for resealing hatches and drains as well as replacing gaskets.
14. Water level indicator repairs/component replacements are not warrantied unless the entire system is replaced and installed by AUS.
15. If Client requires a third party onsite for the project, it is the responsibility of the Client to pre-arrange said party's arrival to coincide with the commencement of the work. Any delays caused waiting on a Client-required third party [i.e., health department, engineering firm, management company] will be billed at a standby rate of \$300.00 per hour.
16. If tax exempt, a tax-exempt certificate must be provided.
17. Allied Technical Services, Inc. (ATS) General Terms and Condition Apply.

Attachment: NonContractualAppropriations.091321 (2957 : Non-Contractual Appropriations)

ORDINANCE NO. _____

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

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

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

From:	Unappropriated Fire Levy Fund	\$16,636
To:	20332024-241200 Non Capital Equip/Furnishing (2020 AFG Fire Prevention and Safety Grant)	\$16,636
From:	Unappropriated Capital Improvement Fund	\$181,858
To:	40216025-252000 Improvements Other Than Building (Repairs and Upgrades - Storage Barns/Justice Ctr/Annex 1FC61 (\$45,863); Connectivity and Overly Program - Oakwood Park 1PR04 (35,000); Park Facilities Upgrades 1PR21 (multiple vendors) (\$60,000))	\$140,863
To:	40216025-253100 Automotive Equipment (Outfitting of Ford F-350 Truck (Parks) 1FT51)	\$11,495
To:	40216025-253200 Capital Equipment (Community Arts Center Furniture, Fixtures and Equipment 1PR01 (\$10,000); Fire Department Replacement Copier (\$10,000))	\$20,000
To:	40216025-253400 Computer Equipment (Upgrade and Replacement of Laptops 1CM03)	\$9,500

Attachment: Non Contractual 9-13-Ord (2957 : Non-Contractual Appropriations)

From: Unappropriated Water Surplus Fund \$33,400

To: 60516025-252000 Improvements Other Than Building \$33,400
(Asphalt / Concrete Replacement 1WT14 (\$25,000); Pump Overhaul & Replacement Program 1WT04 (\$8,400))

From: Unappropriated Sewer Surplus Fund \$80,000

To: 62416025-252000 Improvements Other Than Building \$57,300
(Pump Overhaul Replacement Program 1WW06 (\$12,300); Secondary Clarifier Lift Station 1WW06 (\$26,300); Secondary Clarifier Lift Station 1WW12 (\$15,000); Secondary Clarifier Lift Station 1WW04 (\$3,700))

To: 62416025-253100 Automotive Equipment \$22,700
(Outfitting of Ford F350 #643 Sewer 1FT41)

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 9-13-Ord (2957 : Non-Contractual Appropriations)

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\Non Contractual 9-13-Ord

Attachment: Non Contractual 9-13-Ord (2957 : Non-Contractual Appropriations)