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

CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 12, 2022 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014

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

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

1. COUNCIL-MANAGER BRIEFING

A. 6:30 PM - Incentive Districts

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

A. Councilmember Leslie Besl

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

a. Proclamation for Kert Radel, Fairfield Chamber of Commerce

b. Recognition of Service

8. CITIZEN COMMENTS

9. PUBLIC HEARING(S)

10. APPROVAL OF MINUTES

a. Regular Meeting held August 8, 2022

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Gwen Brill, Vice Chair; Adam Kraft, Member

B. DEVELOPMENT SERVICES COMMITTEE

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

D. PUBLIC SAFETY COMMITTEE

Dale Paullus, Chair; Adam Kraft, Vice Chair; Leslie Besl, Member

E. PUBLIC UTILITIES COMMITTEE

Adam Kraft, Chair; Gwen Brill, Vice Chair; Tim Meyers, Member

F. PUBLIC WORKS COMMITTEE

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

G. FINANCE & BUDGET COMMITTEE

Tim Meyers, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

12. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Gwen Brill, Vice Chair; Adam Kraft, Member

1. Resolution Amending Section 4, Paragraph 4.3 and Appendix B of the Rules of Council.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

B. DEVELOPMENT SERVICES COMMITTEE

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

1. Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement with AOZI-Fairfield Building V, LLC, for the expansion site, a Compensation Agreement with the Fairfield City School District and AOZI-Fairfield V, LLC for the expansion site at 9391 Seward Road and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

C. PUBLIC SAFETY COMMITTEE

Dale Paullus, Chair; Adam Kraft, Vice Chair; Leslie Besl, Member

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Kroger Limited Partnership 1, 5214 Pleasant Avenue, Fairfield, OH 45014 (Permit Class C1).

2. Ordinance to declare various pieces of fire equipment as surplus and authorize the City Manager to execute an agreement with GovDeals.com to sell the pieces of equipment.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

3. Ordinance to authorize the City Manager to execute the acceptance of an Assistance for Firefighters Grant (AFG) award for the purchase of medical equipment for the Fire Department and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

4. Ordinance to authorize the City Manager to enter into a Memorandum of Understanding with Sacred Heart of Jesus School to provide a resource officer for the 2022-2023 school year and declaring an emergency.
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

D. PUBLIC UTILITIES COMMITTEE

Adam Kraft, Chair; Gwen Brill, Vice Chair; Tim Meyers, Member

1. Ordinance to authorize the City Manager to enter into an intergovernmental agreement with the City of Dayton, Ohio for the purchase of lime and for services associated with lime residuals recycling
    - Legislation - First Reading
    - Motion - Suspend Second and Third Readings
    - Motion - Adoption

E. PUBLIC WORKS COMMITTEE

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

1. Ordinance to authorize the City Manager to execute and file the Ohio Public Works Commission (OPWC) Issue 1 - Grant Application and Agreement for 2024 Street Improvement Program and declaring an emergency.

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

2. Ordinance to authorize the City Manager to enter into a contract with Fierhrer Motors, Inc. for the purchase of two (2) GMC Acadias for the Police Department and declaring an emergency

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

F. FINANCE & BUDGET COMMITTEE

Tim Meyers, Chair; Gwen Brill, Vice Chair; Terry Senger, 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 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. 60-22 and all amendments thereto and declaring an emergency.

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

3. Ordinance providing for the issuance of $38,521.13 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

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

4. Ordinance to Amend Ordinance no. 148-21 Entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022 and ending December 31, 2022." - Supplemental Appropriations

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

5. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”
   Contractual Appropriations: $96,462 for the purchase and outfitting of two police vehicles
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

6. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”
   Non-Contractual Appropriations: $9,000 for Water Division Production Well Maintenance; $24,809 for Public Works Facility Upgrades; $45,000 for engineering services for Wastewater Treatment Plan project; $14,000 for Wastewater Division Concrete Improvements.
   - Legislation - First Reading
   - Motion - Suspend Second and Third Readings
   - Motion - Adoption

13. MEETING SCHEDULE

A. Monday, September 26 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

B. Monday, October 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, October 24 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

City of Fairfield
Minutes
Regular Meeting of City Council
August 8, 2022

Council-Manager Briefing

South Gilmore Road Project

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present: Dale Paullus, Terry Senger, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Laurie Murphy, Ben Mann, Nick Dill, Alisha Wilson, Steve Wolterman, Steve Maynard, Tiphanie Mays, Adam Sackenheim, Carol Mayhall, Greg Kathman, Kristina Cooper and Don Bennett.

Public Works Director Ben Mann presented the South Gilmore Road Project update. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Brill led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Councilmember Davidson, seconded by Councilmember Meyers, moved to excuse Councilmember Besl. Motion carried 5-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Senger, seconded by Councilmember Meyers, moved for Executive Session to discuss the status of collective bargaining with public employees regarding their compensation and other terms and conditions of their employment, as well as the purchase of property for public use and pending/imminent litigation. Roll call vote. Motion carried 5-0.

Special Presentations

a. Recognition of EMS Personnel

> Fire Chief Don Bennett, Deputy Fire Chief Tom Wagner and Deputy Fire Chief Randy McCreadie recognized EMS personnel that were involved in a call during which a young child had choked on a grape in her throat. The crew was instrumental in saving the child's life and the city recognized and thanked them for their quick action.

Citizen Comments

Rep. Jennifer Gross introduced herself to Council and stated that she is available to provide assistance to and advocate for the City at the state level.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of July 11, 2022 and Special Meeting Minutes of July 25 & 27, 2022 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Mayor Rhodus noted that the new Vice Mayor would be Councilmember Tim Meyers and he will also serve as Chair of Finance & Budget Committee. Councilmember Dale Paullus will move to the Chair of Public Safety Committee and the newly appointed Councilmember will be Chair of the Public Utilities Committee.

Community & Public Relations Committee

Leslie Besl, Chair; Gwen Brill, Vice Chair; Vacant, Member

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Parks, Recreation and Environment Committee

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

Public Safety Committee

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

Public Utilities Committee

Dale Paullus, Chair; Vacant, Vice Chair; Tim Meyers, Member

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Finance & Budget Committee

Gwen Brill, Chair; Vacant, Vice Chair; Terry Senger, Member

NEW BUSINESS

Councilmember Davidson, seconded by Councilmember Meyers, moved to read all New Business by title only. Motion carried 5-0.

Community & Public Relations Committee

Leslie Besl, Chair; Gwen Brill, Vice Chair; Vacant, Member

Simple Motion: To appoint a Fourth Ward Council Member to fill the vacancy in the membership of the Council for the unexpired term pursuant to Section 3.10 of the Charter of the City of Fairfield, Ohio, effective August 8, 2022.

Recommendation:
It is recommended that City Council appoint someone to the unexpired term of the Fourth Ward Council Member vacancy, effective August 8, 2022.

Motion to appoint Adam Kraft as Fourth Ward Councilmember to fill the vacancy for the unexpired term of office.

Judge Joyce Campbell administered the oath of office and Councilmember Kraft thanked City Council for appointing him to serve. He introduced his family and thanked them for their support of this new endeavor. Councilmember Kraft joined the meeting at the dais as a voting member of the body.

SIMPLE MOTION NO. 14-22. APPROVED 5-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Matt Davidson, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger
EXCUSED:	Besl

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the Building Superintendent to waive building permit fees related to the construction of a new facility for Promo Spark at 300 Osborne Drive and declaring an emergency

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

ORDINANCE NO. 98-22. APPROVED 6-0.

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

Public Safety Committee

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Guanacos LLC, 500 Kolb Drive Ste 4A, Fairfield, OH 45014 (Permit Class D5).

Recommendation:
It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Guanacos LLC, 500 Kolb Drive Ste 4A, Fairfield, OH 45014 (Permit Class D5).

SIMPLE MOTION NO. 15-22. APPROVED 6-0.

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of City Barbeque LLC dba City Barbeque, 6755 Dixie Highway, Fairfield, OH 45014 (Permit Class D1).

Recommendation:
It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of City Barbeque LLC dba City Barbeque, 6755 Dixie Highway, Fairfield, OH 45014 (Permit Class D1).

SIMPLE MOTION NO. 16-22. APPROVED 6-0.

Minutes Acceptance: Minutes of Aug 8, 2022 7:00 PM (Approval of Minutes)

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

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

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: Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED: Besl

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

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

ORDINANCE NO. 99-22. APPROVED 6-0.

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

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: Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED: Besl

Ordinance to authorize the City Manager to execute the Ohio Department of Transportation (ODOT) Local Public Agency (LPA) Agreement for BUT-TR 99-0.50 (PID 114393) South Gilmore Road Project and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute the LPA agreement with ODOT for the City to administer engineering and construction of the BUT-TR 99-0.50 (PID 114393) South Gilmore Road

project.

ORDINANCE NO. 100-22. APPROVED 6-0.

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

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:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to execute and file the Ohio Department of Transportation (ODOT) Safety Grant Application and Agreement for Route 4 / Seward Road Intersection 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 (if successful) enter into an agreement with ODOT for a grant to fund a major portion of the Route 4/Seward Road Improvement Project.

Councilmember Meyers commented that this will improve the corridor from a business standpoint.

ORDINANCE NO. 101-22. APPROVED 6-0.

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

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:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to enter into a contract with Acme Lock and Door for the replacement of three (3) Exterior Police Department Doors at the Justice Center with Ballistic Rated Doors and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $72,000 from the Capital Improvement Fund for this project. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Acme Lock and Door for this project.

ORDINANCE NO. 102-22. APPROVED 6-0.

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

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:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to enter into a contract with Civil & Environmental Consultants, Inc. for professional safety engineering services for Cobblestone Grove Apartment Dams – Woodridge Boulevard and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize an appropriation of $32,600.00 be made from the Capital 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. 103-22. APPROVED 6-0.

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

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:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to authorize the City Manager to execute and file the United States Department of Transportation (USDOT) Discretionary Grant Opportunity application and agreement for the Symmes Road Railroad Crossing Elimination (RCE) Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and (if successful) enter into an agreement with the USDOT for a grant to fund the Symmes Road Railroad Crossing Elimination Project.

Councilmember Senger commented that this project has been discussed for decades and everyone is looking forward to it coming to fruition. Councilmember Meyers commented that this is the best ordinance he has seen in a long time.

ORDINANCE NO. 104-22. APPROVED 6-0.

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

Finance & Budget Committee

Gwen Brill, Chair; Vacant, Vice Chair; Terry Senger, Member

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Aug 8, 2022 7:00 PM (Approval of Minutes)

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

Resolution levying a replacement and an additional tax totaling 9.25 mills to constitute a tax in excess of the ten mill limitation for the purpose of providing funds for the operational and capital expenses of the Fire Department of the City of Fairfield, Ohio and other purposes authorized under Ohio Revised Code Section 5705.19(I) and declaring an emergency.

Recommendation:
It is recommended that the Council adopt a resolution levying a tax of 9.25 mills for operational and capital expenses of the fire department as approved by the electors of the City.

Councilmember Davidson thanked Chief Bennett for a great job on the passage of the Fire levy.

RESOLUTION NO. 15-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

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 Mills 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 Mills Mall. In order to meet the special assessment deadline of Butler County, a suspension of the rules and emergency are requested.

ORDINANCE NO. 105-22. APPROVED 6-0.

Minutes Acceptance: Minutes of Aug 8, 2022 7:00 PM (Approval of Minutes)

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

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. 106-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

Resolution establishing the OneOhio Opioid Settlement Fund and declaring an emergency.

Recommendation:
It is necessary for City Council to pass a resolution in order to establish a OneOhio Opioid Settlement Fund for the separate accountability of the LG Share of the OneOhio Opioid Settlement Funds (OneOhio Funds).

RESOLUTION NO. 16-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."

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

ORDINANCE NO. 107-22. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."

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

ORDINANCE NO. 108-22. APPROVED 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gwen Brill, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Paullus, Senger, Kraft
EXCUSED:	Besl

Meeting Schedule

Clerk Wilson read the following meeting schedule:

A. Monday, September 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

B. Monday, September 26 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Tuesday, October 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:55 PM. Council reconvened open session at 8:45 PM.

Councilmember Brill, seconded by Councilmember Davidson made a motion to amend the agenda to consider the recommendation of the fact finder in negotiations with the FOP Lodge #166 bargaining unit. Motion carried 6-0.

Councilmember Brill, seconded by Councilmember Meyers, moved to reject the Fact Finding Report and Recommendation in 2002-MED-01-0065 and 2002-MED-01-0141 City of Fairfield and Fraternal Order of Police, Lodge #166, and directing the City Manager to submit the Employer Certification of Fact Finding Vote to SERB and the representative of the FOP bargaining unit. Motion carried 6-0.

SIMPLE MOTION NO. 17-22. APPROVED 6-0.

15. ADJOURNMENT

The Regular Meeting adjourned at 8:47 PM.

ATTEST:

____
Clerk of Council

____
Mayor's Approval

Date Approved___________________

FAIRFIELD
OHIO

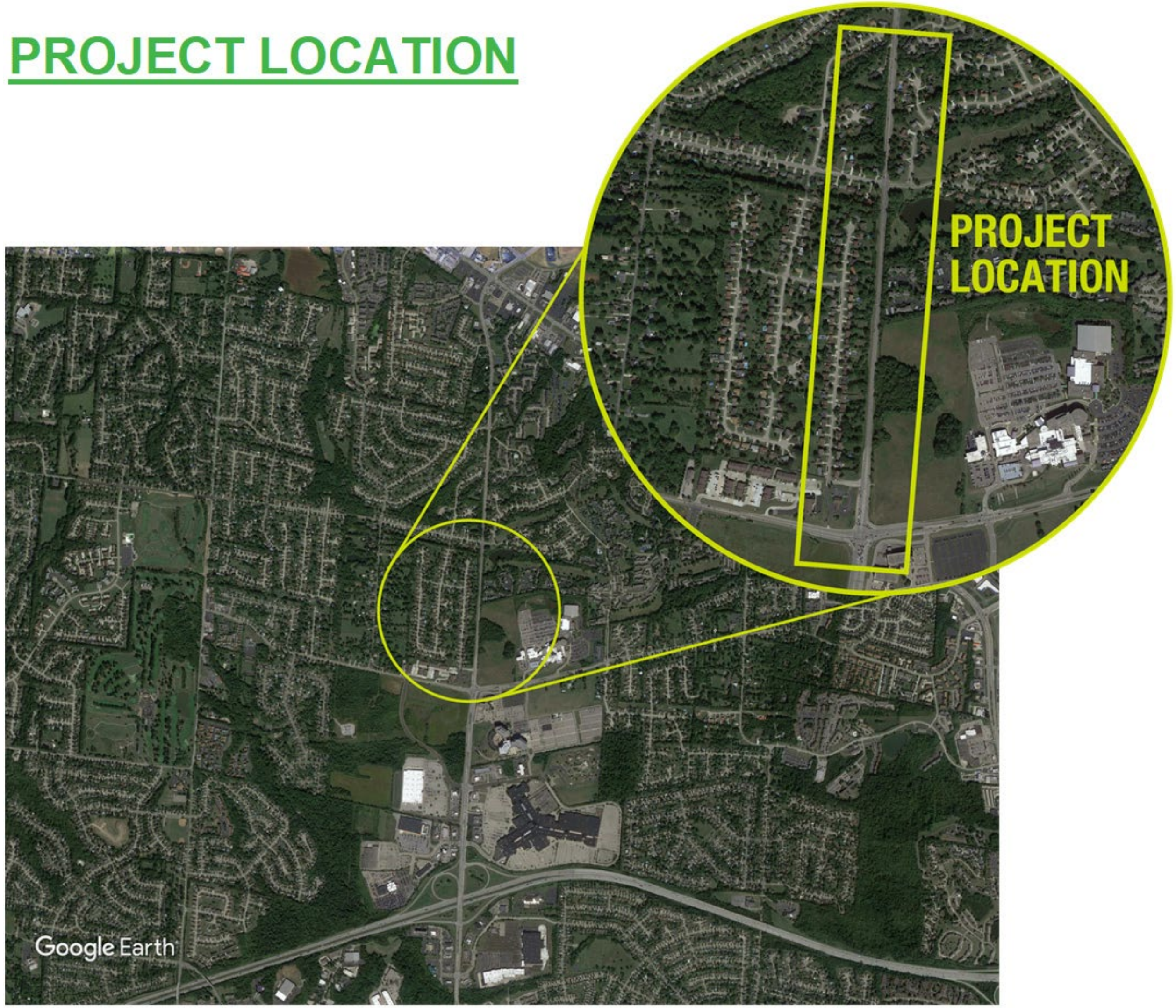
South Gilmore Road Project
BUT TR 99 0.50 (PID 114393)

Council-Manager Briefing
August 8, 2022

Topics

- Background
- Funding
- Public Involvement
- Construction Plans
- Schedule

PROJECT LOCATION



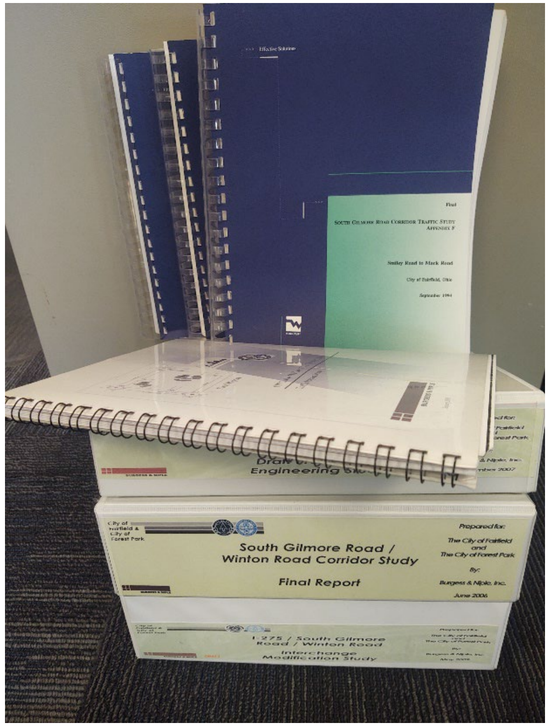
BACKGROUND

Corridor Studies

1990’s and 2000’s involved various Corridor and Interchange Studies

- The June 2006 Burgess & Niple South Gilmore Road / Winton Road Corridor Study recommended adding a SB thru lane from 800’ north of Resor Road to Mack Road as a short-term recommendation.

- It was presented to Council in November of 2008 along with other recommendations for the corridor.



Mack and South Gilmore

Last Intersection Improvement was in 2006
Approximately $1M in construction costs

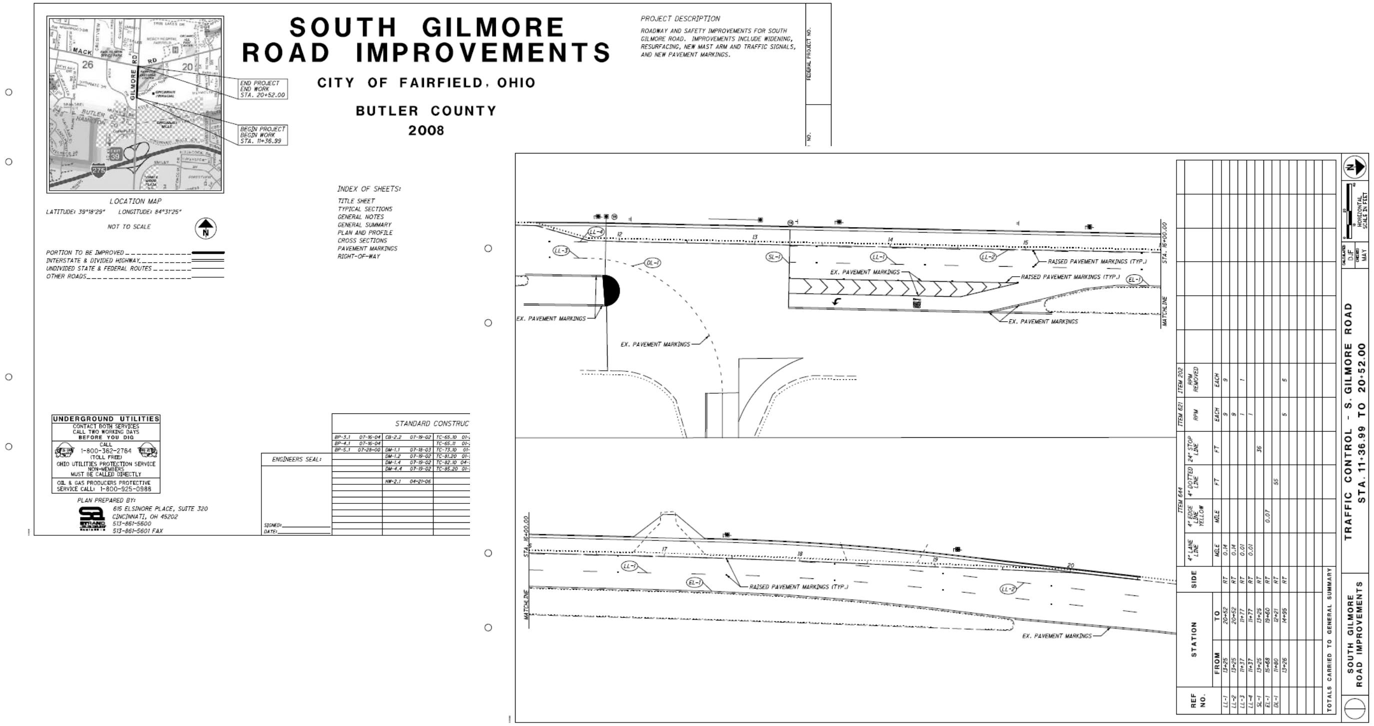
Before:

After:

South Gilmore Road Widening

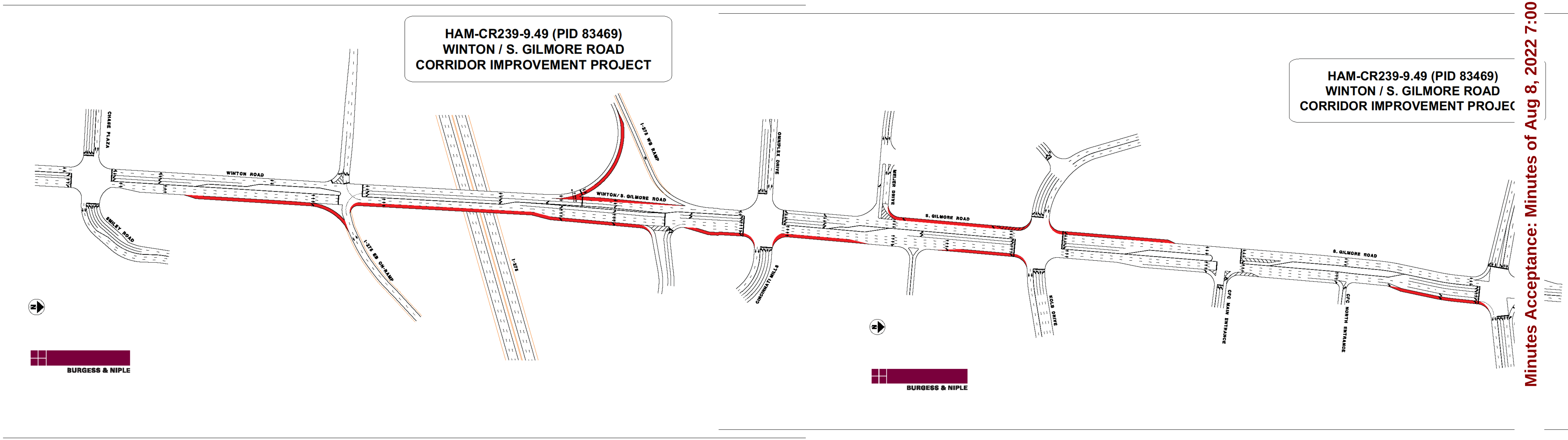
Widened Bottleneck in 2008

Approximately $1M in construction costs



Exit 39 Improvements

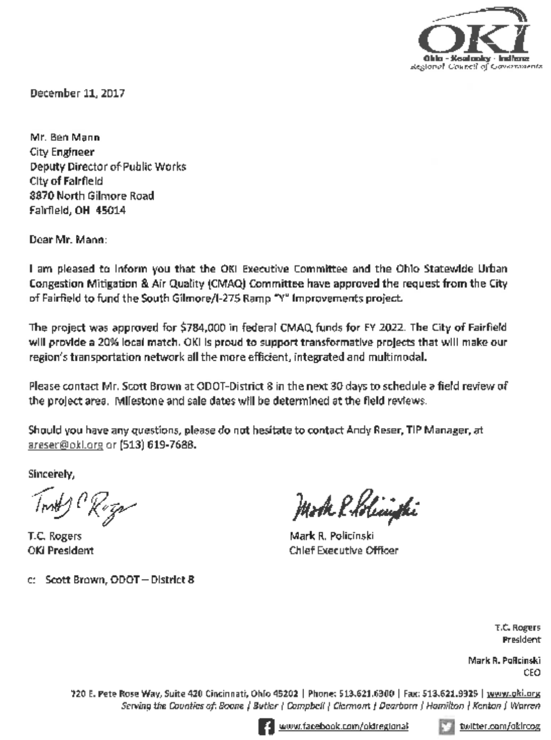
Major Improvement Project between 2012 and 2014
Construction Cost - $10.4M



Exit 39 Improvements

Ramp Y and South Gilmore

Completed in 2022
Construction cost approximately $1M



OKI
Ohio - Kentucky - Indiana
Regional Council of Governments

December 11, 2017

Mr. Ben Mann
City Engineer
Deputy Director of Public Works
City of Fairfield
3870 North Gilmore Road
Fairfield, OH 45014

Dear Mr. Mann:

I am pleased to inform you that the OKI Executive Committee and the Ohio Statewide Urban Congestion Mitigation & Air Quality (CMAQ) Committee have approved the request from the City of Fairfield to fund the South Gilmore/I-275 Ramp "Y" Improvements project.

The project was approved for $784,000 in federal CMAQ funds for FY 2022. The City of Fairfield will provide a 20% local match. OKI is proud to support transformative projects that will make our region's transportation network all the more efficient, integrated and multimodal.

Please contact Mr. Scott Brown at ODOT-District 8 in the next 30 days to schedule a field review of the project area. Milestone and sale dates will be determined at the field reviews.

Should you have any questions, please do not hesitate to contact Andy Reser, TIP Manager, at areser@oki.org or (513) 619-7688.

Sincerely,

T.C. Rogers
OKI President

Mark R. Policinski
Chief Executive Officer

c: Scott Brown, ODOT – District 8

T.C. Rogers
President

Mark R. Policinski
CEO

720 E. Pete Rose Way, Suite 420 Cincinnati, Ohio 45202 | Phone: 513.621.6300 | Fax: 513.621.9325 | www.oki.org
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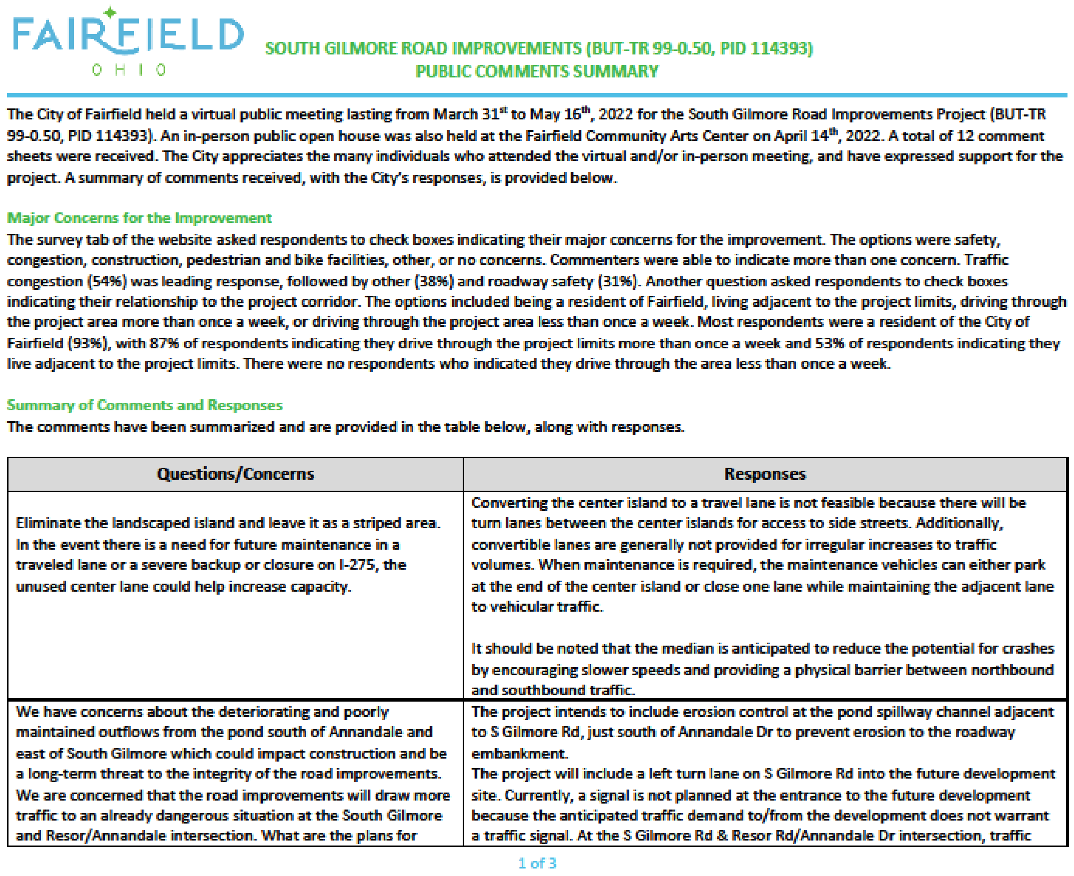
PUBLIC INVOLVEMENT

Public Meeting

In-person Public Meeting on April 14th
Website input from March 31 until May 16

[South Gilmore Road Improvements Project (BUT-TR99-0.50, PID 114393) - PublicInput.com]



SOUTH GILMORE ROAD IMPROVEMENTS (BUT-TR 99-0.50, PID 114393)
PUBLIC COMMENTS SUMMARY

The City of Fairfield held a virtual public meeting lasting from March 31st to May 16th, 2022 for the South Gilmore Road Improvements Project (BUT-TR 99-0.50, PID 114393). An in-person public open house was also held at the Fairfield Community Arts Center on April 14th, 2022. A total of 12 comment sheets were received. The City appreciates the many individuals who attended the virtual and/or in-person meeting, and have expressed support for the project. A summary of comments received, with the City's responses, is provided below.

Major Concerns for the Improvement

The survey tab of the website asked respondents to check boxes indicating their major concerns for the improvement. The options were safety, congestion, construction, pedestrian and bike facilities, other, or no concerns. Commenters were able to indicate more than one concern. Traffic congestion (54%) was leading response, followed by other (38%) and roadway safety (31%). Another question asked respondents to check boxes indicating their relationship to the project corridor. The options included being a resident of Fairfield, living adjacent to the project limits, driving through the project area more than once a week, or driving through the project area less than once a week. Most respondents were a resident of the City of Fairfield (93%), with 87% of respondents indicating they drive through the project limits more than once a week and 53% of respondents indicating they live adjacent to the project limits. There were no respondents who indicated they drive through the area less than once a week.

Summary of Comments and Responses

The comments have been summarized and are provided in the table below, along with responses.

Questions/Concerns	Responses
Eliminate the landscaped island and leave it as a striped area. In the event there is a need for future maintenance in a traveled lane or a severe backup or closure on I-275, the unused center lane could help increase capacity.	Converting the center island to a travel lane is not feasible because there will be turn lanes between the center islands for access to side streets. Additionally, convertible lanes are generally not provided for irregular increases to traffic volumes. When maintenance is required, the maintenance vehicles can either park at the end of the center island or close one lane while maintaining the adjacent lane to vehicular traffic. It should be noted that the median is anticipated to reduce the potential for crashes by encouraging slower speeds and providing a physical barrier between northbound and southbound traffic.
We have concerns about the deteriorating and poorly maintained outflows from the pond south of Annandale and east of South Gilmore which could impact construction and be a long-term threat to the integrity of the road improvements. We are concerned that the road improvements will draw more traffic to an already dangerous situation at the South Gilmore and Resor/Annandale intersection. What are the plans for	The project intends to include erosion control at the pond spillway channel adjacent to S Gilmore Rd, just south of Annandale Dr to prevent erosion to the roadway embankment. The project will include a left turn lane on S Gilmore Rd into the future development site. Currently, a signal is not planned at the entrance to the future development because the anticipated traffic demand to/from the development does not warrant a traffic signal. At the S Gilmore Rd & Resor Rd/Annandale Dr intersection, traffic

1 of 3

S. GILMORE ROAD IMPROVEMENTS

FAIRFIELD OHIO

SOUTH GILMORE ROAD IMPROVEMENTS
BUT-TR 99-0.50, PID 114393

WHAT IS THE PROJECT?

This project will widen South Gilmore Road between Flaig Drive and Resor Road to provide two travel lanes in each direction, and a center median/turn lane. The roadway will be widened through the intersection with Resor Road to eliminate the existing southbound merge that occurs to the north. The existing traffic signal infrastructure will be upgraded at the intersection, and signal timing will be optimized. New sidewalks will be provided with the project; these will be from Flaig Drive to Planet Drive on the west and from Mack Road to Resor Road on the east. Minor utility relocations will be required to accommodate the proposed improvements. Temporary easements are anticipated from approximately 17 parcels and permanent right-of-way is anticipated from approximately 2 parcels.

WHAT IS THE PURPOSE OF THE PROJECT?

To prepare for future development and investment along South Gilmore Road between SR 4 and I-275 by adding capacity, as identified in the *Fairfield Forward Comprehensive Plan*; to enhance safety by eliminating the southbound merge, installing a raised median to assist with speed control, and improving the existing traffic signal at Resor Road; and to improve pedestrian connectivity consistent with the *Fairfield Connects Plan*.

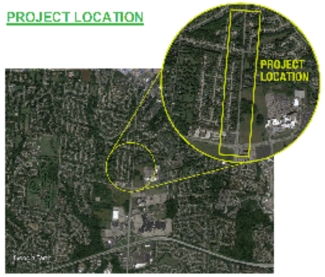
ENVIRONMENTAL RESOURCES

Environmental issues related to Regulated Materials, Waterways, Cultural Resources, and potential impacts to Environmental Justice communities are being investigated as part of the environmental studies.

HOW WILL THIS AFFECT MY COMMUTE?

Construction is tentatively scheduled to begin in March of 2024 and is anticipated to take 8-10 months. During all phases of construction, South Gilmore Road will be open with at least one lane northbound and one lane southbound.

PROJECT LOCATION



RIGHT-OF-WAY PURCHASES

Some right-of-way acquisition will be necessary in order to construct the project. This is expected to occur between November 2022 and August 2023, once the exact limits are known. Where acquisition of new right-of-way, temporary easements, etc. is required to accommodate the project, the City will coordinate with individual property owners.

PROJECT SCHEDULE

- Design Complete – Fall 2023
- Sale – Winter 2024
- Estimated Begin Construction – Spring 2024
- Estimated End of Construction – Fall 2024

CONSTRUCTION COST ESTIMATE

$3,370,000

POTENTIAL FUNDING SOURCES

Surface Transportation Block Grant
$2,241,806 (secured)

Ohio Public Works Commission
$900,000 (applying in Fall 2022)

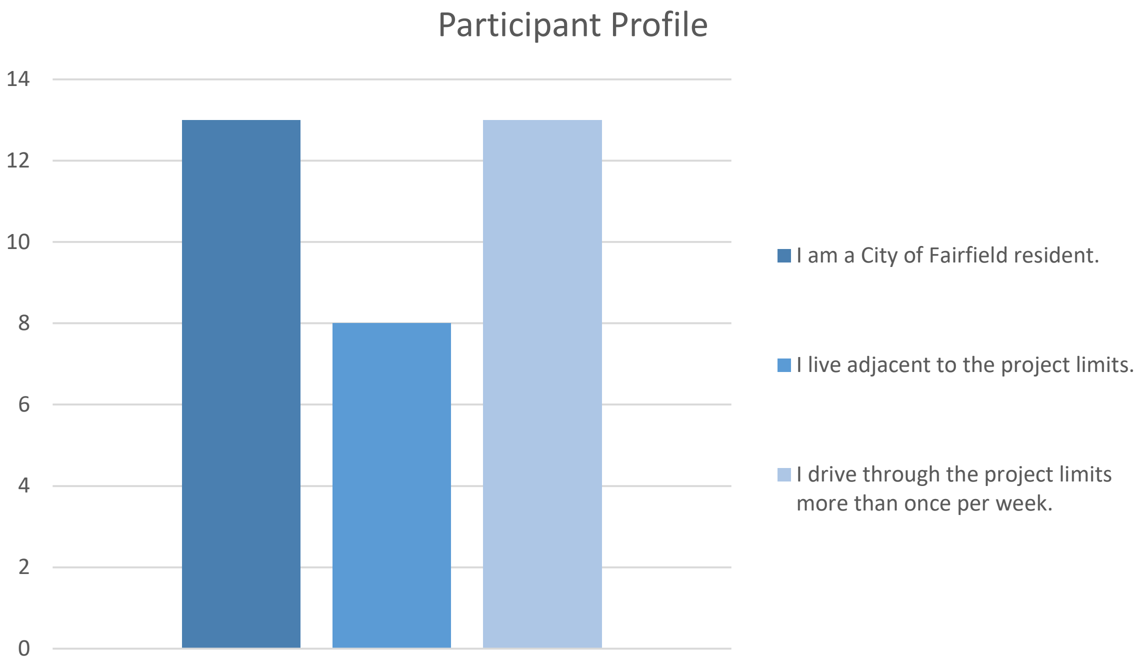
City of Fairfield
$228,194

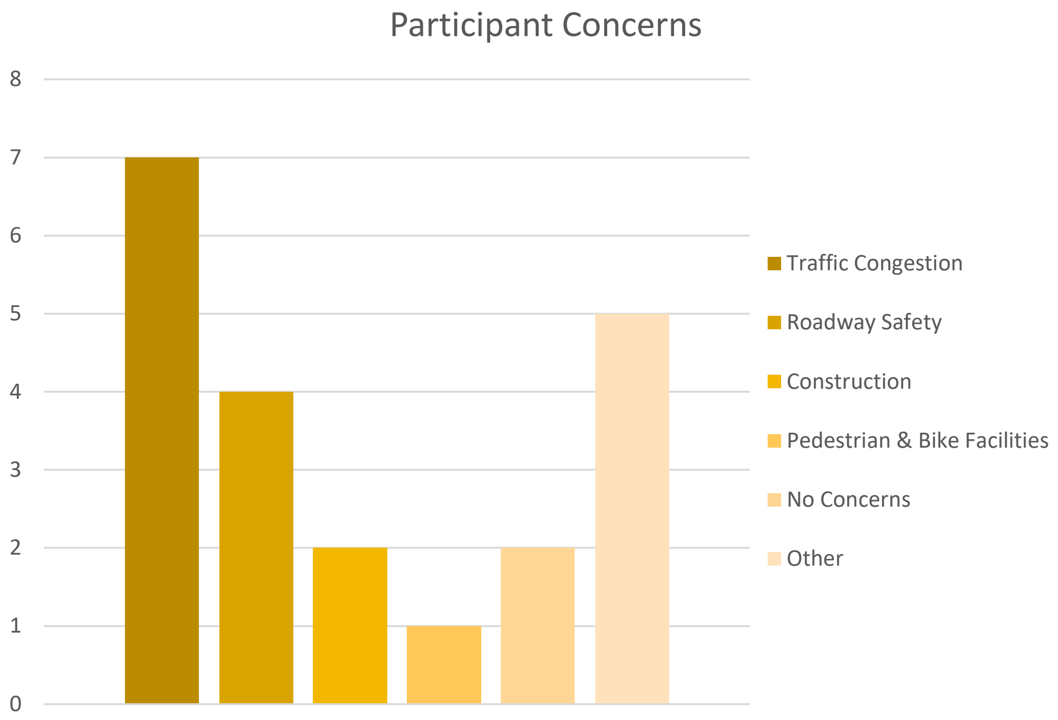
VIEWS
2,490

PARTICIPANTS
15
ⓘ Details

RESPONSES
71

COMMENTS
12





CONSTRUCTION PLANS

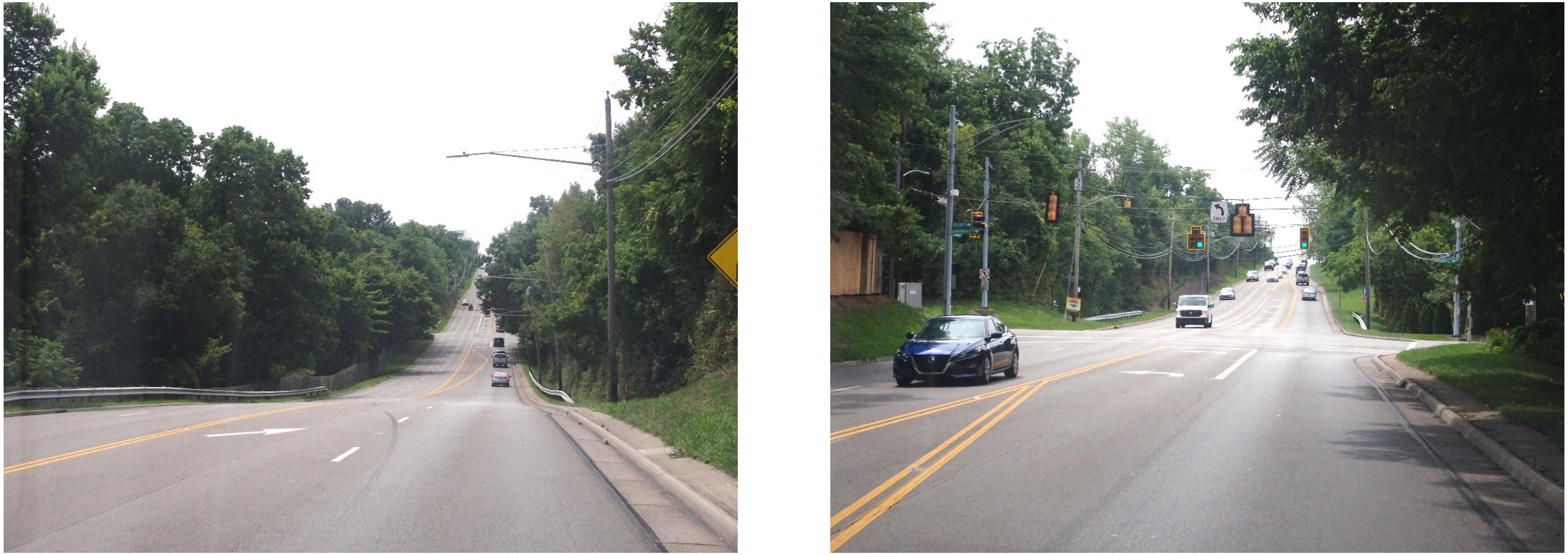
Existing Conditions

Area north of project lacks center turn lane. Speeding concerns. Substandard pedestrian facilities. Currently funding in the CIP to begin looking at this section next year.

Existing Conditions

Looking south (Route 4 towards Resor) improved sidewalk up to Planet. Wide existing lanes with curb and gutter. Limited sight distance for most of S. Gilmore from Route 4 to Mack.

Existing Conditions



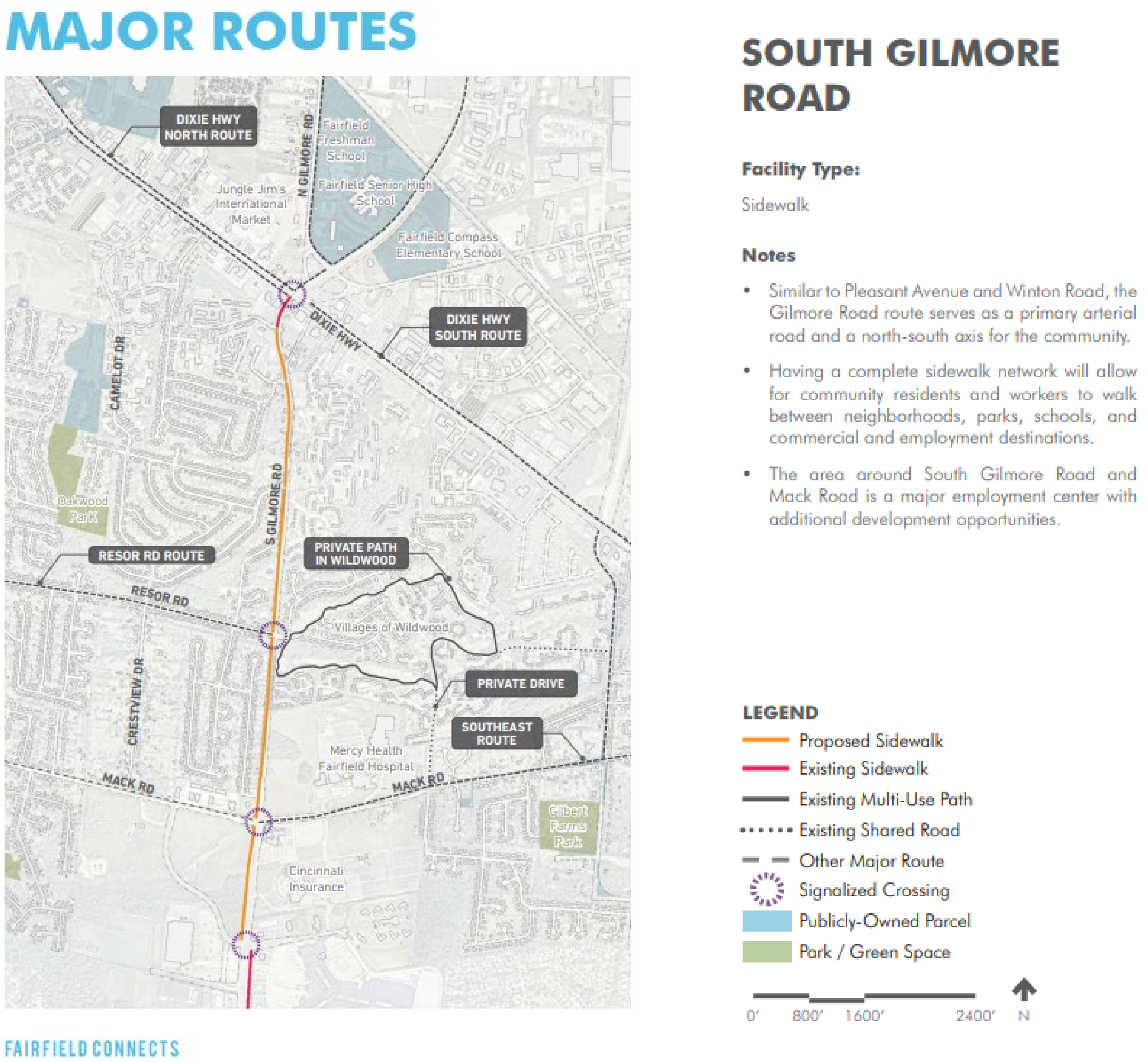
Looking south (Route 4 towards Resor) existing merge leads to congestion, ACD accidents, and aggressive driving. Trees on the west side approaching the intersection will be removed.

Existing Conditions

Looking south (Resor towards Mack) existing wall will be removed and poles moved back as needed. Proposed sidewalk on east side of the road between Resor and Mack.

Existing Conditions

Looking south (Resor towards Mack) grading difficulties on the west side of the road could lead to some walls. Intersection just north of Mack is already set up to meet the 5-lane section.



MAJOR ROUTES

SOUTH GILMORE ROAD

Facility Type:

Sidewalk

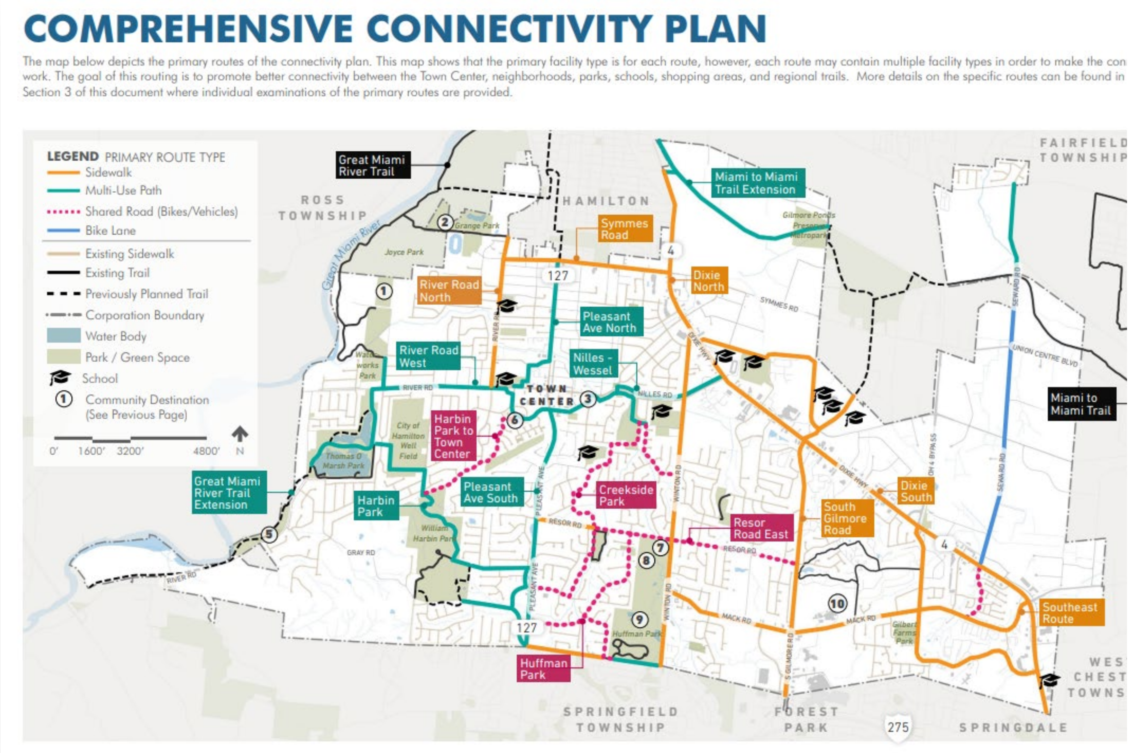
Notes

- Similar to Pleasant Avenue and Winton Road, the Gilmore Road route serves as a primary arterial road and a north-south axis for the community.
- Having a complete sidewalk network will allow for community residents and workers to walk between neighborhoods, parks, schools, and commercial and employment destinations.
- The area around South Gilmore Road and Mack Road is a major employment center with additional development opportunities.

LEGEND

- ━ Proposed Sidewalk
- ━ Existing Sidewalk
- ━ Existing Multi-Use Path
- ······ Existing Shared Road
- ‒ ‒ Other Major Route
- ◌ Signalized Crossing
- ▨ Publicly-Owned Parcel
- 🟩 Park / Green Space

FAIRFIELD CONNECTS



COMPREHENSIVE CONNECTIVITY PLAN

The map below depicts the primary routes of the connectivity plan. This map shows that the primary facility type is for each route, however, each route may contain multiple facility types in order to make the con work. The goal of this routing is to promote better connectivity between the Town Center, neighborhoods, parks, schools, shopping areas, and regional trails. More details on the specific routes can be found in Section 3 of this document where individual examinations of the primary routes are provided.

20-0820-Fairfield-Connects-Final-Report---web (fairfield-city.org)

S. GILMORE ROAD IMPROVEMENTS

BUT-TR99-0.50
PID NO. 114393

FUNDING

CONSTRUCTION COST ESTIMATE

$3,370,000

POTENTIAL FUNDING SOURCES

Surface Transportation Block Grant
$2,241,806 (secured)

Ohio Public Works Commission
$900,000 (applying in Fall 2022)

City of Fairfield
$228,194

*Cost Estimate for Stage 2 is currently at $3,862,000

Potential for securing additional funding from OKI and for supplementing City funding with County Motor Vehicle funding.

City has funded 100% of engineering.

SCHEDULE

Next Steps

- Fall 2022 - Complete R/W Plans
- Winter 2022 thru Fall 2023 – R/W Acquisition
- Fall 2023 – Complete Design Plans
- Winter 2023 - Bid Project
- Spring 2024 thru Winter 2024 – Project Construction

THANK YOU

Ben Mann, PE
Public Works Director
bmann@fairfieldoh.gov
(513) 867-4213

Nick Dill, PE
City Engineer
ndill@fairfieldoh.gov
(513) 867-4221

City Council Resolution
Regular Meeting - September 12, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Amendment to Council Rules

Legislation Title:
Resolution Amending Section 4, Paragraph 4.3 and Appendix B of the Rules of Council.

Recommendation:
Recommendation that Council adopt an amendment to the Council Rules to eliminate committee assignments and appoint liaisons to various departments of the City.

Background/Synopsis: Council Rules previously provided for committees to interface with City Staff in various departments of the City. Council has determined that committees are no longer necessary for the efficient operation of the City. Council desires to appoint liaisons to the various departments of the City for the purpose of keeping Council informed.

Financial Impact: None.

Emergency Provision Explanation: Not applicable.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Rules of Order-Res
2. Appendix B

RESOLUTION NO. ____________

RESOLUTION AMENDING SECTION 4, PARAGRAPH 4.3 AND APPENDIX B OF THE RULES OF COUNCIL.

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

<u>Section 1.</u> In accordance with the Charter of the City of Fairfield, Section 4, Paragraph 4.3 of the Rules of Council is hereby revoked and amended to read as follows:

4.3 City Council Member Liaisons. The Mayor shall appoint a City Council Member as a liaison to interface with City Staff related to the following:

1. Community and Public Relations
2. Development Services
3. Finance and Budget
4. Parks, Recreation and Environment
5. Public Safety
6. Public Utilities
7. Public Works

No member of Council shall serve permanently as liaison for more than one of the above. In the absence or unavailability of a member of Council, such Member may appoint a Member of Council to serve as liaison to City staff for the matters to which such Member is appointed.

The responsibilities of the above liaison shall be as described in the attached Appendix B which is incorporated herein by reference.

<u>Section 2.</u> Appendix B of the Rules of Council is hereby revoked and amended to read as attached hereto as Appendix B.

<u>Section 3.</u> In all other respects, the Rules of Council are hereby ratified and adopted as the Rules of Council.

<u>Section 4.</u> This Resolution shall take effect at the earliest period allowed by law.

Passed ____________________ ________________________________

Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended ______________

Second Reading ____________________

Third Reading ____________________

ATTEST:

____

Clerk of Council

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

____

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Rules of Order-Res

APPENDIX B

City Council Liaison Responsibilities

Community and Public Relations

The Community and Public Relations Liaison shall advise Council about matters pertaining to citizen participation, information and liaison; board and commission appointment procedures; coordination of Council appointee performance review process; community input; planning special community-wide events; Charter amendments; intergovernmental relations; and amendments to the Rules of Council.

Development Services

The Development Services Liaison shall review and advise Council about matters pertaining to the Comprehensive Plan; zoning; subdivision; development review; building code and property maintenance regulations; City planning; and economic development. The Development Services Liaison shall also advise council about matters of annexation and redistricting. The Development Services Liaison shall represent the City Council on the Planning Commission.

Finance & Budget

The Finance & Budget Liaison shall review and advise Council about matters pertaining to municipal finance; budget; taxation; indebtedness; appropriations funds; accounts payable and receivable; lease and/or sale of real property; assessments; employee wage classifications, rates and benefits; and information technology.

Parks, Recreation & Environment

The Parks, Recreation & Environment Liaison shall review and advise Council about matters pertaining to parks and recreation, including cultural, arts and other leisure facilities and programs for senior citizens and youth. The Parks, Recreation & Environment Liaison shall also review and advise Council about the maintenance and operation of parks, trails, and recreation facilities and matters concerning the environment relative to air quality, noise abatement, and visual pollution. The Parks, Recreation & Environment Liaison shall represent the City Council on the Parks and Recreation Board.

Public Safety

The Public Safety Liaison shall review and advise Council about matters pertaining to the Police Department, Fire Department (including paramedic services); emergency operations; and homeland security.

Public Utilities

The Public Utilities Liaison shall review and advise Council about, public utilities including but not limited to policy matters pertaining to water and wastewater acquisition, treatment and distribution. The Public Utilities Liaison shall also review and advise Council about matters regarding cable television, including franchise agreements.

Public Works

The Public Works Liaison shall review and advise Council about policy matters pertaining to construction and maintenance of streets, highways, alleys and sidewalks; easements and rights-of-way; traffic control devices storm sewers, drainage and flood control; maintenance and repair of public buildings and property (except those covered as parks and recreation facilities); municipal fleet purchase; and solid waste management.

City Council Ordinance
Regular Meeting - September 12, 2022

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

Subject:
Fairfield Commerce Park Expansion CRA

Legislation Title:
Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement with AOZI-Fairfield Building V, LLC, for the expansion site, a Compensation Agreement with the Fairfield City School District and AOZI-Fairfield V, LLC for the expansion site at 9391 Seward Road and declaring an emergency.

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

Background/Synopsis:
Ambrose Property Group, a real estate development firm based in Indianapolis, Indiana, acquired the Liberty Mutual/Ohio Casualty property at 9450 Seward Road in December 2019. The following year, Ambrose began development of a major new speculative industrial park on the 137 +/- acre site, now known as Fairfield Commerce Park. The development included the construction of four new buildings and redevelopment of the former office building.

To date, Ambrose has completed construction of Buildings I, II, and III on the site. All three buildings are fully leased and occupied. Tenants in these buildings include Hilco Vision, BakeMark, National Distribution, Graybar, and Hit Promotional. Building IV is currently under construction and already two-thirds leased. Ambrose recently sold the former office building to an affiliated entity of Koch Foods.

Due to the strong success that Ambrose has seen at Fairfield Commerce Park, the company recently acquired 27 acres directly across the street at 9391 Seward Road to add a fifth building to the campus. Should this project proceed, Ambrose will construct a new warehouse/manufacturing building totaling approximately 204,000 square feet. The cost of construction for Building V is anticipated to exceed $19.1 million. Ambrose estimates more than 104 employees and greater than $3,893,760 in payroll will be created in the new building.

The City of Fairfield worked with Ambrose to establish a performance-based Community Reinvestment Area (CRA) property tax abatement on the initial Fairfield Commerce Park site. As approved by Fairfield City Council in June 2020, two CRA agreements provide 10-year, 75% property tax abatements for the initial site. Ambrose has requested comparable tax incentives for the expansion of Fairfield Commerce Park in order to offer competitive lease rates as well as to partially offset increased development costs caused by the challenging topographic conditions that limit development of the site.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 10-year, 75% property tax incentive on the assessed value of the new building. Similar to the CRA agreements for the initial Fairfield Commerce Park site, Ambrose has agreed to make payments to the City should building occupants not create jobs and payroll that generate income tax receipts that meet or exceed targets established in the agreements.

Additionally, there will be a three-party School Compensation Agreement. Ambrose has agreed to compensate the Fairfield City School District and Butler Tech annually in the amounts of 32% and 1%, respectively, of the property tax abatement each year during the life of the tax exemption. The Fairfield City School District Board of Education approved the agreements at its meeting on August 18, 2022.

Financial Impact:
Ambrose Property Group plans to expand Fairfield Commerce Park with the construction of a new warehouse and manufacturing building at 9391 Seward Road, increasing income and property tax revenue and creating new jobs for the City of Fairfield.

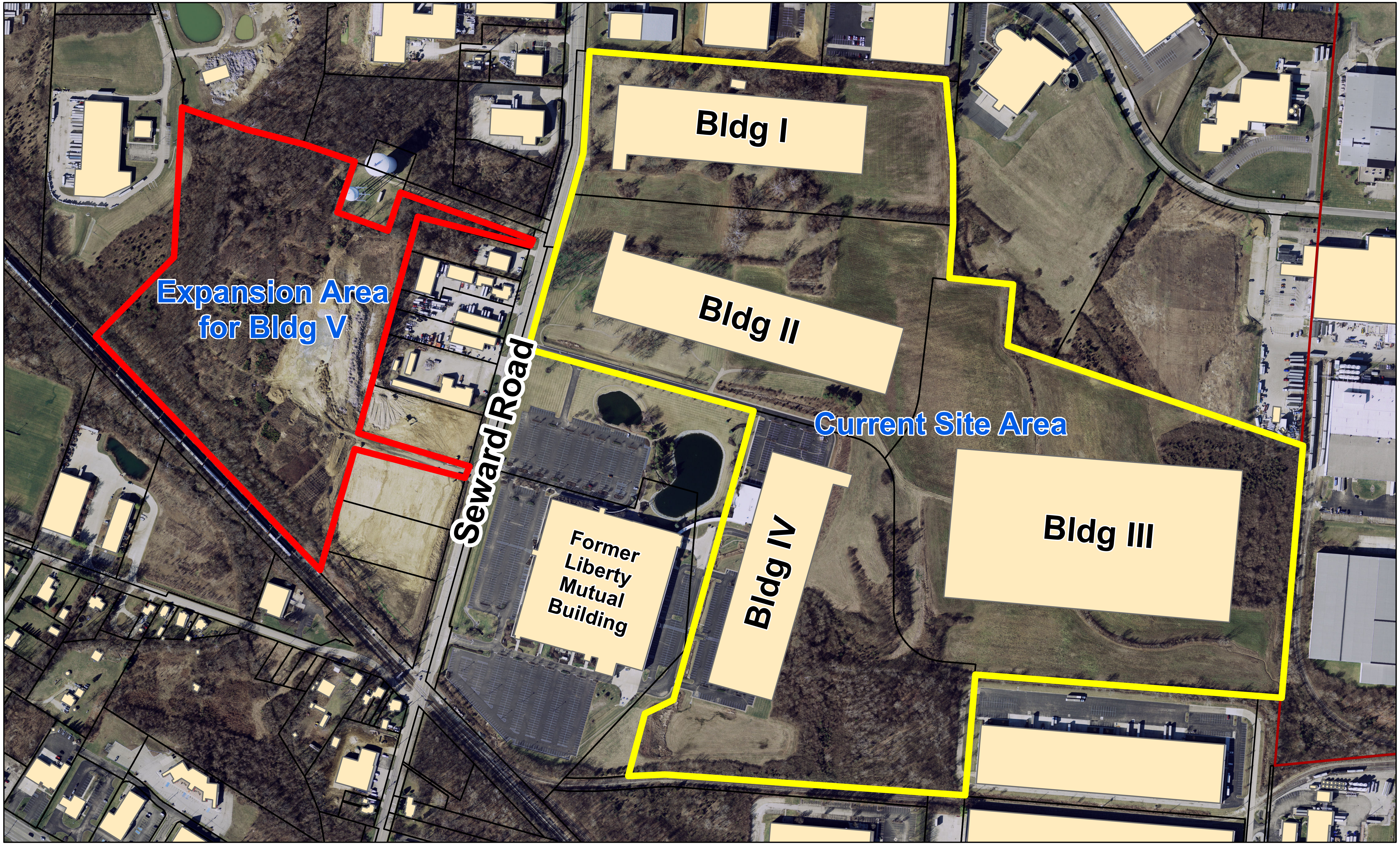
Emergency Provision Explanation:
Emergency approval of the ordinance is requested to ensure the developer can proceed with their aggressive development schedule, resulting in earlier job creation for the city.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. FCP Expansion - August 2022
2. CRA Agreement Merge for Council Packet - Ambrose CRA Expansion
3. AOZI-Fairfield-Community Reinvestment Agr-Ord

FAIRFIELD COMMERCE PARK
Proposed Expansion



DRAFT
Dated: 07/06/2022

COMMUNITY REINVESTMENT AREA AGREEMENT
(AMBROSE EXPANSION SITE)

This Community Reinvestment Area Agreement (the "Agreement"), is made and entered into as of September __, 2022 (the "Effective Date"), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City"), with offices at 5350 Pleasant Avenue, Fairfield, OH 45014, and AOZI-FAIRFIELD BUILDING V, LLC (together with any permitted successors, assigns or transferees, referred to herein collectively, or singly as the context requires, as the "Owner"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the List of Definitions, attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the City of Fairfield, Ohio Community Reinvestment Area (the "CRA" or the "Area", as more fully described below); and

WHEREAS, the Owner has acquired or intends to acquire the real property contained within the CRA described and depicted on Exhibit B, attached hereto (the "Project Site"), and intends to (i) construct or cause to be constructed on the Project Site one office/warehouse/manufacturing building and related site improvements (the "Building") and (ii) potentially remodel or cause to be remodeled the Building (collectively, the "Project"), with the square footage of the Building estimated to total approximately 204,000 square feet, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Fairfield City Council (the "City Council") by Ordinance No. 173-95 adopted November 27, 1995, created the "City of Fairfield Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code (the "Original Area") and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the "Area") and designated the entire Area the "City of Fairfield, Ohio Community Reinvestment Area"; and

WHEREAS, effective June 5, 2008, the Director of the Department of Development of the State of Ohio (predecessor to the Ohio Development Services Agency) determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a "Community Reinvestment Area" pursuant to that Section 3735.66; and

WHEREAS, the City, having the appropriate authority for the Project, desires to provide the Owner with the incentives set forth herein to support the development of the Project on the Project Site; and

WHEREAS, the City, subject to the terms of this Agreement, has agreed to provide the Owner with a ten year, 75% real property tax exemption applicable to the construction and remodeling of the Building (collectively, the "Exemptions")

WHEREAS, the Owner submitted to the City the agreement application attached hereto as Exhibit C (the "Agreement Application"); and

WHEREAS, the Owner has remitted the required State application fee of $750.00 made payable to the Ohio Department of Development (the "Agency") to be forwarded to that Agency with a copy of the final Agreement; and

WHEREAS, the City's Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement Application, and recommended the approval of the same to the City Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

WHEREAS, the Project Site is located in the Fairfield City School District (the "School District"), and the Board of Education of the School District and the Board of Education of Butler Tech have been notified in accordance with R.C. Sections 3735.67, 3735.671 and 5709.83, or such notice has been waived, and have been given a copy of this Agreement and the Agreement Application; and

WHEREAS, the Owner, in exchange for receiving the Exemptions, has agreed to make (i) an annual payment to the School District in the amount of thirty-two percent (32%) of the value of the Exemptions received by the Owner for the preceding tax year, and (ii) an annual payment to Butler Tech that is proportional to the payment to the School District based on the commercial effective millage for Butler Tech for the preceding tax year compared to the commercial effective millage for the School District for the preceding tax year (an annual payment amount that for tax year 2021/tax payment year 2022 would equal approximately one percent (1%) of the value of the Exemptions received by the Owner for the preceding tax year) (collectively, the "School District PILOT Payments"), , all in accordance with the School Compensation Agreement (Ambrose Expansion Site), attached hereto as Exhibit D (the "School Compensation Agreement"); and

WHEREAS, as required by Ohio Revised Code Section 3735.671(A), the Board of Education of the School District, pursuant to Resolution No. ________, adopted on __________, 2022 has approved this Agreement and the Exemptions granted herein; and

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

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

1. Project and Project Investment. The Owner purchased the Project Site composed of approximately 27 acres shown on Exhibit B. The approximate total cost of the construction of the Project is expected to exceed $19,100,000 and create approximately 204,000 square feet of office/warehouse/manufacturing space. The approximate expected value of machinery, equipment,

furniture, fixtures and inventory to be incorporated therein is unknown, but is expected to exceed $1,000,000 and to be up to $5,000,000 or more. The construction of the Project is currently scheduled to begin in approximately October of 2022 or possibly later and to be completed by approximately March 2024. At the time of execution of this Agreement, there are no existing commercial structures on the land and no machinery, equipment, furniture, fixtures or inventory of the Owner at the Project Site. There is also no machinery, equipment, furniture or fixtures used in another political subdivision in this State prior to the execution of this Agreement relocated or to be relocated from that political subdivision to the Project Site, and no inventory held at another political subdivision in this State prior to the execution of this Agreement and relocated or to be relocated from that political subdivision to the Project Site. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions.

2. Job Creation. The Owner currently estimates that there will be created at the Project Site by December 31, 2028 approximately 104 to 120 full-time permanent employee positions and 0 part-time or temporary positions. The aggregate annual payroll of the aforementioned employees is estimated to be between $3,893,760 and $4,500,000. Hiring of such employees is estimated to commence in approximately 2024 and to continue incrementally over the succeeding years. There are no employees of the Owner currently located at the Project Site, and therefore, there will be no retained employees of the Owner at the Project Site due to the construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions (as defined in Section 4 of this Agreement). The parties to this Agreement also recognize that the employees at the Project Site may be employed by (i) the Owner, (ii) one or more entities that control the Owner, are controlled by the Owner, or are under common control with the Owner (each an "Affiliate," and collectively, the "Affiliates"), (iii) one or more tenants of the Owner or one or more of its Affiliates, or (iv) a permitted successor or assignee of the Owner, who will also qualify as an Owner under this Agreement. The Owner currently has zero (0) employees in full-time, permanent positions at other sites in the State of Ohio (and zero (0) employees in part-time or temporary positions).

3. Tax Incentive Review Council. The Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council.

4. Real Property Tax Exemption. The Owner acknowledges that the Exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall promptly certify the Exemption to the Butler County Auditor.

The City hereby grants the Exemptions -- a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of the Building at the Project Site and a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in the assessed value after remodeling at the Project Site. For each separately identifiable real property improvement, the Exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No Exemption shall commence after tax year 2029 (*i.e.*, tax lien date January 1, 2029) nor extend beyond tax year 2038 (*i.e.*, tax lien date January 1, 2038). Although each Exemption under this Agreement for any separately identifiable real property improvement lasts for only ten (10) years at the most, the real property exemption period for the Project as a whole is expected to last more than ten (10) years.

5. Shortfall Payments. Notwithstanding Section 4 hereof, if the Building Revenue Target shall exceed Actual Revenue as of the Initial Compliance Date or any Compliance Date thereafter, and except as otherwise set forth in this Section, the Owner thereof hereby agrees to make a payment (the "Shortfall Payment") to the City equal to the lesser of (i) the PILOT Amount with respect to that year, or (ii) an amount equal to property taxes exempted pursuant to this Agreement for the Building for that year, net of any School District PILOT Payments made or to be made for that year.

The Shortfall Payment may be assessed no more than once for each calendar year during which the Building is subject to an Exemption (the "Shortfall Assessment Period"). If for any year during the Shortfall Assessment Period the Owner is required to pay a Shortfall Payment pursuant to this Section, the City shall prepare and deliver a single invoice to the Owner (the "Shortfall Invoice"). The Owner's payment of the Shortfall Payment shall be due within sixty (60) days after the date the Owner receives the Shortfall Invoice.

If the Building has been occupied and an occupant leaves the Building and therefore impacts the Annual Revenue, the Shortfall Payment may be avoided by the Owner by providing written notice to the City within thirty (30) days after the Owner receives the Shortfall Invoice. This choice to avoid the Shortfall Payment may be exercised no more than one time.

If there are any disagreements among the parties regarding the Shortfall Payment, including, but not limited to, its application, calculation or payment, the parties shall (i) meet and confer with one another, and (ii) work together cooperatively to resolve their differences.

In the unlikely event of an overpayment or underpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, the Owner shall provide notice to the City of the overpayment or underpayment within thirty (30) days after values are finally determined and all applicable appeal periods have expired. The parties shall work together to confirm the amount of the overpayment or underpayment and to provide for a refund or credit to the Owner or for an additional payment to the City as soon as reasonably practicable. Except as set forth in this paragraph with respect to overpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, Shortfall Payments are not refundable.

6. Impact Fee to City. The Owner shall pay to the City an initial impact fee of two thousand five hundred dollars ($2,500.00), to be deposited in the city's Transformative Economic Development Fund (414), and shall not be required to pay any annual fees under Ohio Revised Code Section 3735.671(D).

7. Payment of Other Taxes. The Owner shall pay such real property taxes as are not exempted under this Agreement and are charged against any part of the Project Site, and shall file

all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, the Exemptions are rescinded beginning with the year for which such failure to pay taxes or file such reports as required occurs and thereafter until such taxes are paid and such reports are properly filed.

8. City Cooperation to Claim and Maintain Exemption. The City shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain Exemptions from taxation granted under this Agreement including without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Exemptions.

9. Continuation of Exemption under Certain Circumstances. If for any reason the CRA designation expires, the Director of the Ohio Department of Development revokes certification of the Area or the City revokes the designation of the Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement beyond all applicable notice and cure periods and the City terminates or modifies the Exemptions from taxation granted herein pursuant to Section 10 of this Agreement.

10. Modification of Exemption for Material Failure. If the Owner materially fails to fulfill its material obligations under this Agreement and the Owner does not cure such failure within the periods specified in this Section following delivery to it of written notice by the City describing such failure in reasonable detail, or if it is finally adjudicated that the Owner's certification as to delinquent taxes required by Sections 11 and 12 of this Agreement is fraudulent, the City may terminate or modify the Exemptions granted under this Agreement; provided, however, that, except as provided in Sections 16 and 17 of this Agreement, the City shall not terminate or modify an Exemption if the City has timely received all amounts required under Section 5 of this Agreement. For any written notice from the City to the Owner describing in reasonable detail the Owner's material failure to fulfill any of its obligations under this Agreement, the Owner shall have ninety (90) days to correct that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof. Prior to the City undertaking any action to terminate or modify the Exemption afforded to the Owner under this Agreement, the City and the Owner shall work together in good faith to modify this Agreement so that the Owner is afforded the benefits intended hereunder. An example of such modification could be the suspension (but not cancellation) of the Exemption provided in Section 4 in order to allow the Owner time to find a user(s) for the Project. Except in a circumstance in which the Owner's certification as to delinquent taxes as described in this Section is finally adjudicated to be fraudulent, the Owners shall have the option of curing any material failure to fulfill its obligations by making a payment equal to the Shortfall Payment for the applicable year.

11. Certification of No Delinquent Taxes. The Owner hereby certifies that at the time this Agreement is executed, the Owner (i) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe any delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality

thereof, (ii) has not filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, and (iii) is not aware of any such petition having been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. If the Owner is the owner of properties where tenants are responsible for the payment of taxes, and may not have knowledge of tax payment delinquencies resulting from the failure of tenants to make tax payments and for which notice has not yet been sent to the Owner, the Owner is not in violation of this section. To the best of its knowledge, the Owner has not received such a notice.

12. Further Representations. The Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due.

13. Assignment and Transfer; Release from Liability.

A. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Owner, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Owner or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to Affiliates); and/or (iii) any successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive the Exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the City an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit E.1 and Exhibit E.2, wherein such Permitted Transferee (i) assumes all obligations of the Owner under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the City of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to Exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The City agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the City of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

14. City Council Approval. The Owner and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Ordinance No.___ adopted by the City Council on _____________, 2022.

15. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Owner commits to follow non-discriminatory hiring practices with respect to their respective operation of the Project and acknowledges that no individual may be denied employment at the Project solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation for Violation of Ohio Revised Code 3735.671 or 5709.62. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Owner, any successor or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. No False Statements. The Owner affirmatively covenants that it has made no false statements to the State or City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Owner has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).

18. Estoppel Certificate. Upon request of the Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee of the Project site a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

19. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Fairfield
Attn: City Manager
5350 Pleasant Ave.
Fairfield, Ohio 45014

With a copy to:

City of Fairfield
Attn: Law Director
5350 Pleasant Ave.
Fairfield, Ohio 45014

If to the Owner, to:

AOZI-FAIRFIELD BUILDING V, LLC
Attn: Aasif Bade, Manager
8888 Keystone Crossing, Suite 1150
Indianapolis, IN 46240

With a copy to:

Scott J. Ziance
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

21. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

22. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

23. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other

provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

24. Forum and Venue. Unless otherwise required by law, any legal action by any Party for claims arising under or related to this Agreement must be instituted in the state or federal courts of appropriate jurisdiction for Butler County, Ohio, or any appellate courts therefrom.

[This Space Intentionally Left Blank – Signature Pages To Follow]

IN WITNESS WHEREOF, the City of Fairfield, Ohio by its City Manager and pursuant to Ordinance No. ______ adopted ______________, 2022 has caused this instrument to be executed as of this _______ day of ________, 2022, and AOZI-FAIRFIELD BUILDING V, LLC has caused this instrument to be executed as of this ________ day of ___________, 2022, with the Agreement to be effective as of the Effective Date.

AOZI-FAIRFIELD BUILDING V, LLC

By: ________________________________

Name: ________________________________

Title: ________________________________

CITY OF FAIRFIELD, OHIO

By: ____________________________

Scott W. Timmer, City Manager

Approved as to form:

____

John Clemmons, Law Director

Approved as to content:

____

Greg Kathman, Development Services Director

Exhibit A

List of Definitions

"Actual Revenue" means, as determined on the Initial Compliance Date or on each applicable Compliance Date, the income tax withholding collected by the City for that calendar year from all persons employed in the Building. For all purposes of this Agreement, Actual Revenue shall be determined by the amount of income tax withholdings retained by the City after the annual deadline for tax returns for the taxable year (usually April 15th) in order to account for the net reduction in income taxes received as a result of income tax withholdings refunds issued to persons employed in the Building but performing some portion of their duties offsite. The City's tax administrator shall be permitted to report aggregate income tax received per building to the City and the Owner exclusively for the purposes of revenue tracking.

"Building Completion Date" means the date on which the certificate of occupancy for the Building was issued.

"Building Revenue Target" means, as of the Initial Compliance Date or any Compliance Date thereafter, $0.281 (twenty-eight and one-tenth cents) of income tax withholding per each C.S.F. payable for the calendar year of the Initial Compliance Date or any Compliance Date thereafter during the period in which the Building is subject to an Exemption; provided, for purposes of this definition all calculations shall at all times be based upon an assumed City municipal income tax rate of 1.5% (one and one-half percent).

"C.S.F." or "Calculated Square Footage" is the square footage of a Building, determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012),* the Exterior Wall Methodology (Method A).

"Completion Certificate" means that certificate filed by an Owner with the City within ninety (90) days of substantial completion for the Building certifying the facts (including, but not limited to, the Building's C.S.F.) regarding the Building Requirement.

"Compliance Date" means each December 31st after the Initial Compliance Date during the period in which the Building is subject to an Exemption.

"Force Majeure" means,

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions (other than discretionary acts of the City and any entity under the direct legal control of the City) or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts and other weather conditions adversely affecting construction; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

Attachment: CRA Agreement Merge for Council Packet - Ambrose CRA Expansion (3300 : Fairfield Commerce Park Expansion CRA)

(ii) any cause, circumstance or event not reasonably within the control of the City or an Owner, as applicable.

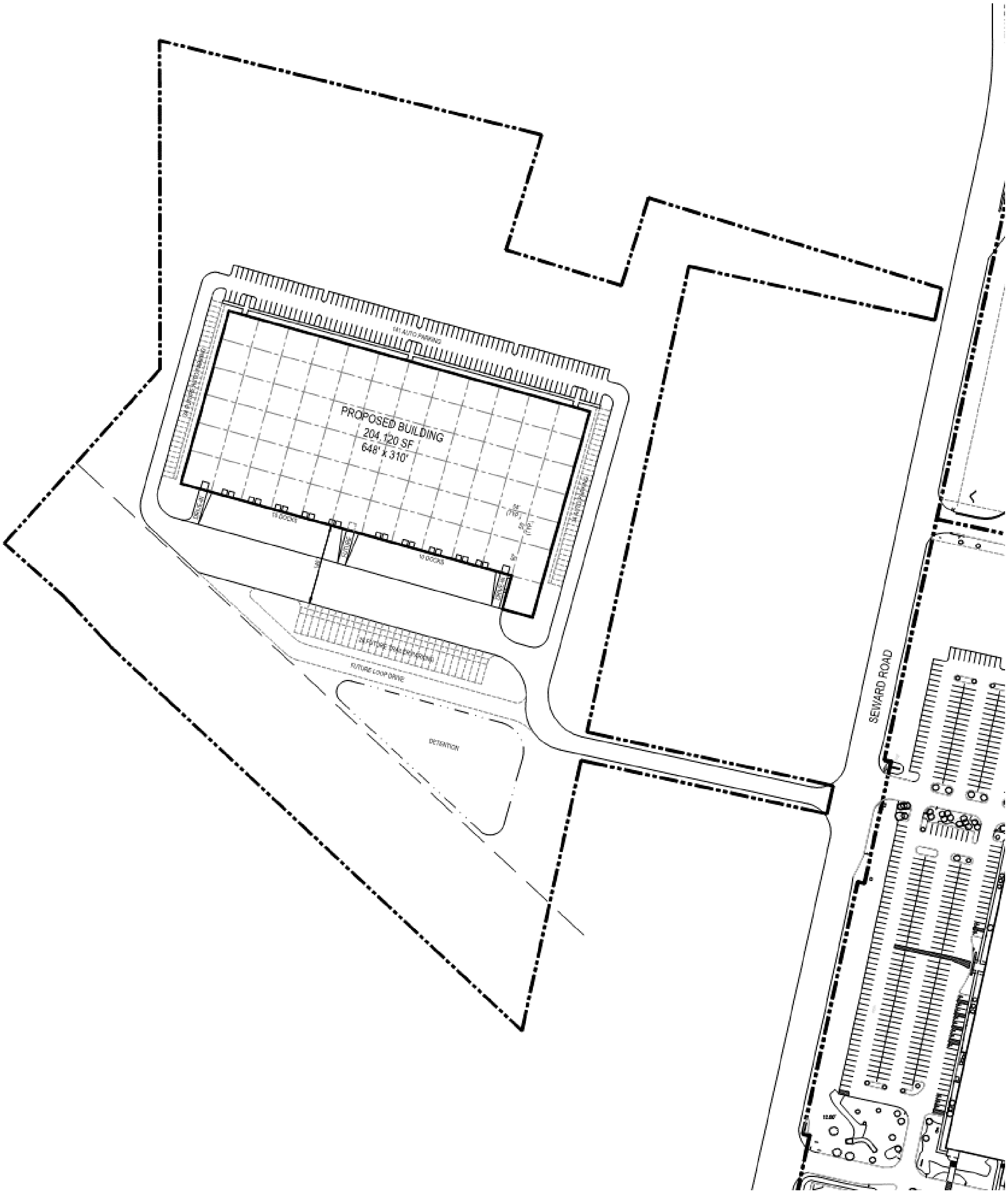
"Initial Compliance Date" means the earlier to occur of (i) the first December 31st for which the Actual Revenue of the Building equals or exceeds the Building Revenue Target or (ii) the first December 31st occurring 36 months after the Building Completion Date. Alternatively, the Initial Compliance Date may be any later date as determined by ordinance of the City Council.

"Owner" means the applicant and/or any transferees, assignees, or successors in interest, all pursuant to the terms of the Agreement.

"PILOT Amount" means an amount equal to the difference between the Building Revenue Target and the Actual Revenue.

Exhibit B

Description of Project Site



(Attached Hereto)

Exhibit C

Agreement Application

(Attached Hereto)

OHIO DEVELOPMENT SERVICES AGENCY

Mike DeWine
Governor

OHIO DEVELOPMENT SERVICES AGENCY
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

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

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

Enterprise 1

AOZI–FAIRFIELD BUILDING V, LLC
enterprise name

Eric Seamands
contact person

317.573.4600
telephone number

8888 KEYSTONE CROSSING, SUITE 1150
Indianapolis, IN 46240
address

Indiana
State that company was incorporated in

Enterprise 2

enterprise name

contact person

telephone number

address

State that company was incorporated in

1b. Project site:

Enterprise 1

Eric Seamands
contact person

317.573.4600
telephone number

9391 Seward Road
Fairfield, OH 45014
address

Enterprise 2

contact person ____________ telephone number ____________

address ____________

2a. Nature of business (manufacturing, distribution, wholesale or other).

Development, construction and management of real estate projects

2b. List primary 6 digit NAICS # 531312 - Nonresidential Property Managers
Business may list other relevant SIC numbers.

2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)

N/A

2d Form of business of enterprise (corporation, partnership, proprietorship, or other).

limited liability company

3. Name of principal owner(s) or officers of the business (attach list if necessary).

AOZI-Fairfield Building V, LLC is wholly owned by Ambrose QOZB Industrial I, LLC "The Fund", and managed by Ambrose Property Group, LLC.

4. Is business seasonal in nature? Yes ___ No X

5a. State the enterprise's current employment level at the proposed project site:

0

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Development Services Agency is available for special limited circumstances. The business and local jurisdiction should contact Ohio Development Services Agency early in the discussions.

Yes______ No X

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
0

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 0

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
N/A

6a. Has the Enterprise previously entered into a tax incentive agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ______ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each tax incentive agreement: N/A

7. Does the Enterprise owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ______ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ____ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes _____ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary). N/A

8. Project Description (attach additional pages if necessary):
To construct one office/warehouse/manufacturing building on the Project Site and potentially remodel one building with the square footage of such building expected to be approximately 204,000 square feet provided incentives are made available

9. Project will begin approximately October 2022 and be completed approximately March 2024 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):
The Enterprise currently estimates that there will be created at the Project Site by December 31, 2028 approximately 104 full-time permanent employee positions and 0 part-time or temporary positions. The aggregate annual payroll of the aforementioned employees is estimated to be between $3,893,760.

10b. State the time frame of this projected hiring: The hiring is expected to begin in approximately 2024 and continue incrementally.

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): See answer above - hiring schedule for spec development project will vary.

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

$ estimated to be between $3,893,760	Full Time (permanent)
$ N/A	Part Time (temporary)
$ N/A	Permanent
$ N/A	Temporary

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

12. Market value of the existing facility as determined for local property taxation.
N/A

13a. Business's total current investment in the facility as of the proposal's submission.
0

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

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

A.	Acquisition of Land/Buildings:	$ 1,600,000
B.	Additions/New Construction:	$ 19,100,000+
C.	Improvements to existing buildings:	$ N/A
D.	Machinery & Equipment:	$ variable as spec project
E.	Furniture & Fixtures:	$ variable as spec project
F.	Inventory:	$ variable as spec project
	Total New Project Investment:	$ 20,700,000+

15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)
The Enterprise has requested the tax incentives to support the construction and potentially the renovation of one building at the project site for a spec development project in to order to make the project competitive with alternatives in the region.

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

Applicant agrees to supply additional information upon request.

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

AOZI-FAIRFIELD BUILDING V, LLC	August 8, 2022
Name of Enterprise	Date
DocuSigned by: Grant Goldman 82ECCD781D69416...	Grant Goldman, Authorized Representative
Signature	Typed Name and Title

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

** Attach to final CRA Agreement as Exhibit A

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

Attachment: CRA Agreement Merge for Council Packet - Ambrose CRA Expansion (3300 : Fairfield Commerce Park Expansion CRA)

Exhibit D

School Compensation Agreement

(Attached Hereto)

DRAFT
Dated: 06/28/2022

SCHOOL COMPENSATION AGREEMENT
(AMBROSE EXPANSION SITE)

THIS SCHOOL COMPENSATION AGREEMENT (the "Agreement"), is made and entered into as of the ___ day of September, 2022 (the "Effective Date"), by and between the CITY OF FAIRFIELD, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (the "City"), the FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (the "School District"), and AOZI-FAIRFIELD BUILDING V, LLC, an Indiana limited liability company authorized to transact business in the State of Ohio (the "Owner", or collectively, with the City, and the School District, the "Parties") and their respective successors and assigns.

WITNESSETH:

WHEREAS, the Fairfield City Council (the "City Council") by Ordinance No. 173-95 adopted November 27, 1995, created the "City of Fairfield Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code (the "Original Area") and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the "Area") and designated the entire Area the "City of Fairfield, Ohio Community Reinvestment Area"; and

WHEREAS, effective June 5, 2008, the Director of the Department of Development of the State of Ohio determined that the aforementioned Area contains the characteristics set forth in Ohio Revised Code ("R.C.") Section 3735.66 and certified that Area as a "Community Reinvestment Area"; and

WHEREAS, in accordance with R.C. Sections 3735.65 – 3735.70, municipalities are authorized to grant certain real property tax exemptions on eligible new structures and remodeling in a Community Reinvestment Area; and

WHEREAS, the Owner has acquired or intends to acquire the real property contained within the CRA described and depicted on Exhibit A, attached hereto (the "Project Site"), and intends to (i) construct or cause to be constructed on the Project Site one office/warehouse/manufacturing building and related site improvements (collectively, the "Building") and (ii) potentially remodel or cause to be remodeled the Building (collectively, the "Project"), with the square footage of the Building estimated to total approximately 204,000 square feet, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the City is proposing to provide the Owner with (i) a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 applicable to the construction and remodeling of the Building at the Project Site (collectively, the "CRA Exemption"); and

WHEREAS, in order to establish the CRA Exemption, the City and the Owner anticipate entering into a Community Reinvestment Area Agreement in accordance with R.C. Section 3735.671 (the "CRA Agreement"); and

Attachment: CRA Agreement Merge for Council Packet - Ambrose CRA Expansion (3300 : Fairfield Commerce Park Expansion CRA)

WHEREAS, the Owner submitted to the City the agreement application attached to the CRA Agreement (the "Agreement Application"); and

WHEREAS, the Project Site is located in the School District, and the City, prior to taking any action to formally approve the CRA Agreement, has provided the School District and Butler Tech, with notice of the proposed CRA Exemption and a copy of the proposed CRA Agreement and Agreement Application, with such notice having been provided in accordance with Ohio Revised Code Sections 3735.671(A)(1) and 5709.83, or having been waived as set forth herein; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, to help ensure that the School District and Butler Tech will benefit from the Project to be undertaken by the Owner, the City has requested, and the Owner has agreed, to make certain payments to the School District and Butler Tech through this Agreement; and

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its students, and by its Resolution No. ___________, adopted ____________, 2022, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the "School District Resolution");

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the Parties agree as follows:

1. <u>Approval of the CRA Exemption; Compensation to School District and Butler Tech Following a CRA Exemption Year.</u>

(a) As provided in the School District Resolution, the School District approves the CRA Exemption and the CRA Agreement.

(b) The Parties agree that each annual payment described in this Agreement shall be due (the "Payment Deadline") May 1 in the year following the applicable tax year. Unless otherwise agreed in writing by the applicable Parties, each payment shall be made pursuant to a check delivered to the applicable notice address specified under Section 4.

(c) On or before the Payment Deadline, after any tax year for which the Owner has received a CRA Exemption, the Owner shall:

(i) make a payment to the School District in the amount of thirty-two percent (32%) of the total value of the CRA Exemption received by the Owner for the preceding tax year (the "School District PILOT Payment"). If the Owner fails to make the School District PILOT Payment by the Payment Deadline, that failure shall be subject to the notice and cure periods set forth in Section 5 of this Agreement; and

(ii) make a payment to Butler Tech in the amount that is proportional to the payment to the School District based on the commercial effective millage for Butler Tech for the preceding tax year compared to the commercial effective millage for the School District for the preceding tax year (an annual payment amount that for tax year 2021/tax payment year 2022 would equal approximately one percent (1%) of the value of the CRA Exemptions received by the Owner for the preceding tax year)(the “Butler Tech PILOT Payment”). If the Owner fails to make the Butler Tech PILOT Payment by the Payment Deadline, that failure is subject to the notice and cure periods set forth in Section 5 of this Agreement. The Butler Tech PILOT Payment is the only compensation Butler Tech shall be entitled to receive with respect of the CRA Exemption.

(d) In the event the value for the Project Site or the Building is finally determined (i.e., after the final resolution of any complaints or appeals) to be different than the value used in determining one or more payments under this Agreement, the Owner shall notify the School District and Butler Tech in writing within thirty (30) days after the expiration of all appeal periods related thereto and provide the School District and Butler Tech with calculations describing any overpayments or underpayments resulting from previous payments having been made based on a value different than the finally determined value (it being the objective of the Parties to have all finally determined payments under this Agreement to be based on finally determined values). Within thirty (30) days after the School District’s receipt of that notice, the School District shall refund to the Owner any overpayments, and the Owner shall pay to the School District any underpayments. To the extent there is an overpayment or underpayment of the Butler Tech PILOT Payment, the Owner shall decrease or increase the next Butler Tech PILOT Payment to account for the overpayment or underpayment, and if there are no remaining Butler Tech PILOT Payments, the Owner shall pay Butler Tech any underpayment within thirty (30) days after its notice to the School District and Butler Tech, and the School District shall request that Butler Tech refund to the Owner any overpayment within thirty (30) days after the Owner’s notice to the School District and Butler Tech.

(e) The School District agrees that the only compensation the School District will receive with respect to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from the Owner or the City, unless otherwise mutually agreed to in writing signed by all Parties.

(f) If for any reason the CRA Agreement or the Owner’s right to receive the CRA Exemption is terminated or denied, the payment obligations of the Owner under this Agreement shall terminate after payments are made for the final tax year for which the CRA Exemption was in effect.

(g) If the School District questions or disputes the amount of any payment calculated and made by the Owner under this Agreement, the Owner and the School District shall promptly work together in good faith to attempt to resolve any questions or disputes.

2. Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

3. School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement and Agreement Application. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

4. Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

FAIRFIELD CITY SCHOOL DISTRICT:

Fairfield City School District
Attn: Treasurer
4641 Bach Lane
Fairfield, Ohio 45014

BUTLER TECH:

Butler Technology and Career Development Schools
Attn: Chief Financial Officer
3603 Hamilton Middletown Road
Hamilton, Ohio 45011

CITY OF FAIRFIELD:

City of Fairfield
Attn: City Manager
5350 Pleasant Ave.
Fairfield, Ohio 45014

With a copy to:

City of Fairfield
Attn: Law Director
5350 Pleasant Ave.
Fairfield, Ohio 45014

OWNER:

AOZI-FAIRFIELD BUILDING V, LLC
Attn: Aasif Bade, Manager
8888 Keystone Crossing, Suite 1150
Indianapolis, IN 46240

With a copy to:

Scott J. Ziance
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

or to any such other addresses as may be specified by any Party, from time to time, by prior written notification to the other Parties.

5. Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

6. Limitation on Damages. No Party shall be liable for more than the sum of all payments, including interest, owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

7. Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the Project Site. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

8. Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

9. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

10. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties, and their respective successors and assigns. No Party

shall assign this Agreement without the written consent of the other Parties, except that the Owner may assign in whole or in part its rights and obligations under this Agreement without the written consent of the other Parties. Provided the assignee accepts in writing all the rights and obligations of the Owner, including, but not limited to, payments to the School District and Butler Tech, the Owner shall be released from those rights and obligations on the effective date of the assignment.

11. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

13. Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

14. Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

15. Forum and Venue. Unless otherwise required by law, any legal action by any Party for claims arising under or related to this Agreement must be instituted in the state or federal courts of appropriate jurisdiction for Butler County, Ohio, or any appellate courts therefrom.

16. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District, the City, and the Owner have caused this Agreement to be executed in their respective names by their duly authorized officers to be effective as of the Effective Date.

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By:____________________________________
Printed Name:___________________________
Title: ___________________________________

Authorized by Board Resolution No. ____
Approved __________________, 2022

CITY OF FAIRFIELD, OHIO

By: ____________________________________
Printed Name: Scott W. Timmer
Title: City Manager

Authorized by Ordinance No. _____
Approved __________________, 2022

Approved as to Form:
____
Law Director, John Clemmons

Approved as to Content:

____
Development Services Director, Greg Kathman

AOZI-FAIRFIELD BUILDING V, LLC

By:____________________________________
Printed Name:___________________________
Title: ___________________________________

Attachment: CRA Agreement Merge for Council Packet - Ambrose CRA Expansion (3300 : Fairfield Commerce Park Expansion CRA)

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

(Attached)

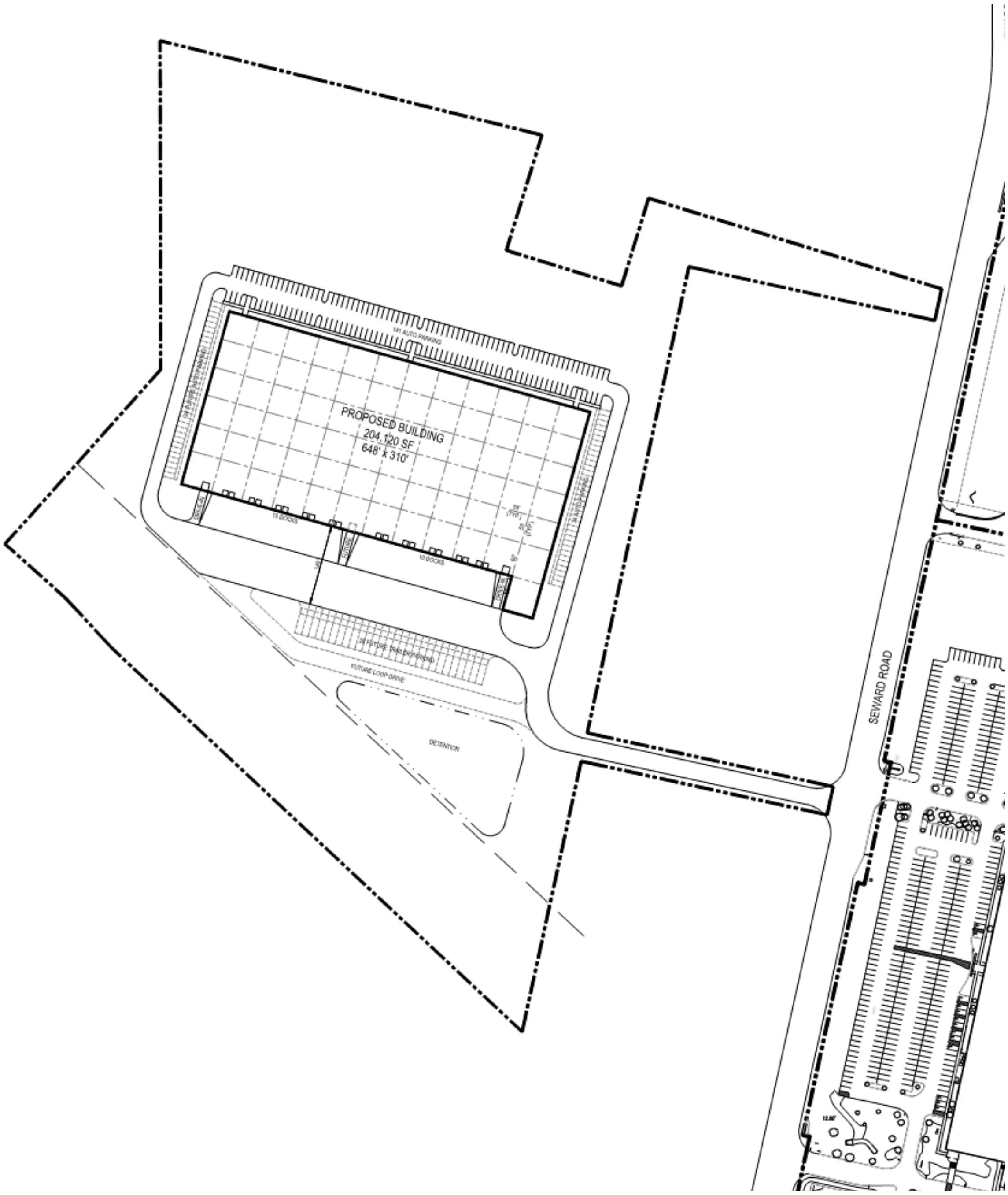


EXHIBIT B

SCHOOL DISTRICT RESOLUTION

(Attached)

EXHIBIT E.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Initial Assignment]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City"), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104; AOZI-FAIRFIELD BUILDING V, LLC, an Indiana limited liability company (the "Company") and ______________________________, a _________________________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Company and the City, made effective _________________ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the Fairfield City Council (the "City Council") by Ordinance No. 173-95 adopted November 27, 1995, created the "City of Fairfield Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code (the "Original Area") and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the "Area") and designated the entire Area the "City of Fairfield, Ohio Community Reinvestment Area"; and

WHEREAS, the City Council, by ______, adopted ___________, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on________________, the Company and the City entered into the CRA Agreement, concerning the Project Site as defined in the CRA Agreement (as particularly described in Exhibit B to the CRA Agreement); and

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit B, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the "Transfer Date"), and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 13 of the CRA Agreement; and

WHEREAS, in connection with the CRA Agreement, the Owner entered into the School Compensation Agreement, which provides for School District PILOT Payments and, for a period of time, potential School District Supplemental Payments;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 3 ("Tax Incentive Review Council"), Section 7 ("Payment of Other Taxes"), Section 11 ("Certification of No Delinquent Taxes"), and Section 17 ("No False Statements").

2. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 13(B) of the CRA Agreement, the Company is released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. The Company and the Successor acknowledge the obligations set forth in the School Compensation Agreement, which the Company and the Successor have addressed or will address in a separate partial assignment and assumption agreement.

7. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 19 thereof, addressed as follows:

____
____
____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _______________, 20__.

CITY OF FAIRFIELD, OHIO

By: ____________________________

Scott W. Timmer, City Manager

Approved as to form:

____

John Clemmons, Law Director

COMPANY

______________, a _____________

By:_______________________________________

Print Name: ________________________________

Title:______________________________________

SUCCESSOR

_____________, a ____________________

By:_______________________________________

Print Name: ________________________________

Title:_______________________________________

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

The Transferred Property

(attached hereto)

EXHIBIT E.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Subsequent Assignment]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City"), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104; ___________, a ____________________ (the "Company") and ______________________________, a _________________________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between AOZI-Fairfield LLC ("AOZI ____") and the City, made effective _________________ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the Fairfield City Council (the "City Council") by Ordinance No. 173-95 adopted November 27, 1995, created the "City of Fairfield Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code (the "Original Area") and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the "Area") and designated the entire Area the "City of Fairfield, Ohio Community Reinvestment Area"; and

WHEREAS, the City Council, by ______, adopted ___________, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on________________, AOZI Land and the City entered into the CRA Agreement, concerning the Project Site as defined in the CRA Agreement (as particularly described in Exhibit B to the CRA Agreement); and

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit C hereto, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____________, 20__ (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded to the interest of ____ in and to the CRA Agreement with respect to the Transferred Property; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the "Transfer Date"), and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 13 of the CRA Agreement; and

WHEREAS, in connection with the CRA Agreement, AOZI Land entered into the School Compensation Agreement, which provides for School District PILOT Payments and, for a period of time, potential School District Supplemental Payments;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 3 ("Tax Incentive Review Council"), Section 7 ("Payment of Other Taxes"), Section 11 ("Certification of No Delinquent Taxes"), and Section 17 ("No False Statements").

2. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, ________ or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing

clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 13(B) of the CRA Agreement, the Company and ___ are released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. The Company and the Successor acknowledge the obligations set forth in the School Compensation Agreement, which the Company and the Successor have addressed or will address in a separate partial assignment and assumption agreement.

7. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 19 thereof, addressed as follows:

____
____
____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _______________, 20__.

CITY OF FAIRFIELD, OHIO

By: _____________________________

Scott W. Timmer, City Manager

Approved as to form:

____

John Clemmons, Law Director

COMPANY

______________, a _____________

By:_______________________________________

Print Name: _________________________________

Title:____

SUCCESSOR

_____________, a _____________________

By:_______________________________________

Print Name: _________________________________

Title:____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSUMPTION AGREEMENT

The Transferred Property

(attached hereto)

ORDINANCE NO. __________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT WITH AOZI-FAIRFIELD BUILDING V, LLC FOR THE EXPANSION SITE, A COMPENSATION AGREEMENT WITH THE FAIRFIELD CITY SCHOOL DISTRICT AND AOZI-FAIRFIELD BUILDING V, LLC FOR THE EXPANSION SITE AT 9391 SEWARD ROAD, AND DECLARING AN EMERGENCY

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

Section 1.

The City Manager is hereby authorized to execute a Community Reinvestment Area Agreement with AOZI-Fairfield Building V, LLC for the expansion site at 9391 Seward Road, and a Compensation Agreement with the Fairfield City School District and AOZI-Fairfield Building V, LLC for the expansion site, with each such agreement substantially in the form on file in the office of the City Manager, and with such changes therein not inconsistent with this Ordinance and not substantially adverse to this City. The approval of any changes, and that such changes are not substantially adverse to the City, shall be conclusively evidenced by the execution of each agreement by the City Manager.

Section 2.

The City Manager is hereby authorized to take such actions as are necessary or appropriate to implement the transactions contemplated by this Ordinance, including but not limited to (i) delivering executed copies of each agreement to any counterparty, and (ii) forwarding a copy of the Community Reinvestment Area Agreement, within fifteen (15) days after its execution, to the Director of the Ohio Department of Development.

Section 3.

All formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any decision making bodies of the City which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4.

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

PASSED: ______________________ ____________________________

Mayor's Approval

POSTED: ______________________

FIRST READING: ________________ RULES SUSPENDED: ________________

SECOND READING: ______________ EMERGENCY: ________________

THIRD READING: ________________

ATTEST:

____

Clerk of Council

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

____

Clerk of Council

City Council Action Item

Regular Meeting - September 12, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Kroger Liquor Permit

Legislation Title:
Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Kroger Limited Partnership 1, 5214 Pleasant Avenue, Fairfield, OH 45014 (Permit Class C1).

Recommendation:
It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Kroger Limited Partnership 1, 5214 Pleasant Avenue, Fairfield, OH 45014 (Permit Class C1).

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

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Kroger.LiquorPermit

DEPARTMENTAL CORRESPONDENCE

FAIRFIELD
OHIO

TO: Steve Maynard, Police Chief

Greg Kathman, Development Services Director

FROM: Alisha Wilson, Clerk of Council

DATE: August 23, 2022

SUBJECT: REQUEST FOR BACKGROUND CHECK – LIQUOR PERMIT

Attached is a liquor permit application in the name of Kroger Limited Partnership 1, 5214 Pleasant Avenue, Fairfield, OH 45014 (Permit Classes: C1).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Wednesday, September 7, 2022** for the item to be added to Council's Regular Meeting agenda of Monday, September 12, 2022. If you are unable to meet this deadline, please let me know as soon as possible so that I may request a 30-day extension.

Thank you for your assistance.

c: Scott Timmer, City Manager
File

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

48888887096 PERMIT NUMBER	NEW TYPE	KROGER LIMITED PARTNERSHIP 1 5214 PLEASANT AVE FAIRFIELD OH 45014
ISSUE DATE		
07 27 2022 FILING DATE		
C1 PERMIT CLASSES		
09 011 A TAX DISTRICT	D48653 RECEIPT NO.	

FROM 08/12/2022

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

MAILED 08/12/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/12/2022

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 4888888-7096
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014

DLC 4052

Rev 2/10/2021

Ohio | Department of Commerce

Division of Liquor Control
Sheryl Maxfield, Director

Mike DeWine, Governor
Jon Husted, Lt. Governor

Dear Local Legislative Authority Official:

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

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

To be considered **timely**, your above response must be:

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

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

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

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

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

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or

- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

FAIRFIELD
OHIO

DEPARTMENTAL CORRESPONDENCE

Date: 8/25/2022

To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director

Subject: Liquor Permit Application

The business at 5214 Pleasant Ave. in the name of Kroger Limited Partnership 1, is in the D-1, Downtown zoning district. A convenience store is a permitted use within the D-1 zoning district, a motor vehicle fuel dispensing facility is a conditional use. The consumption of alcohol on-site would require a Conditional Use permit from the Planning Commission.

Date: 8/25/2022

NAME OF ESTABLISHMENT Kroger Limited Partnership 1

ADDRESS 5214 Pleasant Ave
Fairfield, OH 45014

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

REMARKS:

Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: August 24, 2022

Attachment: Kroger.LiquorPermit (3315 : Kroger Liquor Permit)

City Council Ordinance

Regular Meeting - September 12, 2022

Submitted by: Don Bennett,
Submitting Department: Fire

Subject:
Declaration of Surplus Equipment

Legislation Title:
Ordinance to declare various pieces of fire equipment as surplus and authorize the City Manager to execute an agreement with GovDeals.com to sell the pieces of equipment.

Recommendation:

The Fire Department has accumulated several self contained breathing apparatus and related accessory items as well as radio equipment and accessories that are no longer in service, or compatible with the operations of the fire department. It is requested that City Council approve legislation declaring this equipment as surplus to allow the department initiate disposal of this equipment through GovDeals, Inc. A list of the equipment is attached to this request.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Surplus Radio Equipment
2. Surplus Equipment-Ord

Surplus Radio Equipment

A. 1 power supply (Astron)

- Used to provide power to a station radio and/or alerting system

B. 6 headset adaptors model C6008 (David Clark)

- Used to connect portable radio to a headset.

C. 5 headset adaptors model C6035 (David Clark)

- Used to connect portable radio to a headset.

D. 1 vehicle headset model H6090 (David Clark)

- Headset used in a fire apparatus

E. 2 personal headsets model Commander M3 (Klein)

- For use with a portable radio

F. 1 personal headset model Crew Chief M2 (Klein)

- For use with a portable radio

G. 2 desk chargers model AA16740 (Motorola)

- Used to charge a single portable radio

H. 18 desk chargers model WPLN4114AR (Motorola)

- Used to charge a single portable radio

I. 7 portable radio bank chargers model WPLN4121BR (Motorola)

- Used to charge 6 portable radios at the same time

J. 9 vehicle chargers with brackets model WPLN4207D (Motorola)

- Used to charge a single portable radio in a vehicle

K. 7 vehicle chargers with brackets model WPLN4208B (Motorola)

- Used to charge a single portable radio in a vehicle

L. 3 vehicle chargers with brackets model WPLN4208C (Motorola)

- Used to charge a single portable radio in a vehicle

Surplus Radio Equipment (cont.)

M. 2 vehicle headsets model UH10S (Fire Com)

- Headset used in a fire apparatus

N. 3 vehicle headsets model UH10 (Fire Com)

- Headset used in a fire apparatus

O. 1 headset control box with 2 plug-in ports model 3010R (Fire Com)

- Controls volume and power to fire apparatus headsets

P. 1 portable radio with charger model HT 1000 (Motorla)

- Old portable radio no longer supported or serviced by Motorola

Q. 1 radio base station with microphone model D43MJA7DA5CK (Motorla)

- Old radio base station no longer serviceable by the manufacturer

ORDINANCE NO. __________

ORDINANCE TO DECLARE VARIOUS PIECES OF FIRE EQUIPMENT AS SURPLUS AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GOVDEALS.COM TO SELL THE PIECES OF EQUIPMENT.

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

Section 1. Various pieces of fire 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 City Manager is hereby authorized to execute the agreement on file in his office with Govdeals.com for sale of said 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.

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Surplus Equipment-Ord

FAIRFIELD
OHIO

City Council Ordinance

Regular Meeting - September 12, 2022

Submitted by: Tom Wagner,
Submitting Department: Fire

Subject:
Acceptance of AFG Grant for the purchase of Medical Equipment

Legislation Title:
Ordinance to authorize the City Manager to execute the acceptance of an Assistance for Firefighters Grant (AFG) award for the purchase of medical equipment for the Fire Department and declaring an emergency.

Recommendation:

Background/Synopsis:

The Fire Department applied in November 2021 for an Assistance for Firefighters Grant (AFG) through FEMA for funding to purchase (3) cardiac monitor/defibrillators and (3) automatic chest compression devices. These devices will further enhance the department's advanced life support capabilities. The new equipment will go in-service on the (3) primary medic transport units and the existing older model cardiac monitor/defibrillators will be placed on Q32, E33 and M34.

Financial Impact:

This grant does require expenditure of the funds and the city will be reimbursed 90% of the cost. The final cost to the city will be approximately $17,534.34.

The project code for this is 2FD01. This project was not specifically for the items received but based on the funding level provided by AFG it will be my recommendation from Council that Fund 402 can sustain the increase.

Emergency Provision Explanation:

Rule suspension and emergency are requested due to the timeline of the grant.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. AFG Grant-Ord

ORDINANCE NO. __________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE ACCEPTANCE OF AN ASSISTANCE FOR FIREFIGHTERS GRANT (AFG) AWARD FOR THE PURCHASE OF MEDICAL EQUIPMENT FOR THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the acceptance of an AFG Grant award for the purchase of medical equipment for the Fire Department in accordance with the grant agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants in order to meet the timeline of the grant; wherefore, this ordinance shall take effect immediately upon its passage.

Passed ____________________ ________________________________
Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended _______________

Second Reading ____________________ Emergency _______________

Third Reading ____________________

ATTEST:

____
Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\AFG Grant-Ord

City Council Ordinance
Regular Meeting - September 12, 2022

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:
School Resource Officer Contract, Sacred Heart School

Legislation Title:
Ordinance to authorize the City Manager to enter into a Memorandum of Understanding with Sacred Heart of Jesus School to provide a resource officer for the 2022-2023 school year and declaring an emergency.

Recommendation:
It is recommended that Council authorize the City Manager to enter into a contract with the Sacred Heart of Jesus School to provide a resource officer. The proposed agreement would provide for one officer.

Background/Synopsis: Sacred Heart of Jesus School has requested that the City assign a school resource officer to the school. In turn, the school would reimburse the City for 50% of the officer's yearly pay and benefits. When not providing services to the school, the officer would be assigned to traditional services provided by the police department.

Financial Impact: It is recommended that the City hire an additional police officer to fill the vacancy created by the transfer of an officer to the resource officer position.

Emergency Provision Explanation: To address security concerns, Sacred Heart has requested that the officer be available for the 2022-23 school year, which has already commenced.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Sacred Heart SRO MOU - 08-17-2022
2. Sacred Heart-Ord

Memorandum of Understanding Between
Sacred Heart of Jesus School, Fairfield &
City of Fairfield Police Department

This Memorandum of Understanding (MOU) is being executed on (DATE) by the below listed entities:

Sacred Heart of Jesus School, Fairfield
City of Fairfield, Ohio

This MOU will serve as the written agreement between the Sacred Heart of Jesus School, Fairfield and the City of Fairfield, Ohio. This agreement establishes the commitment and support needed from both parties. This agreement shall be reviewed and updated, as needed, to fulfill the purpose of the School Resource Officer Program. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This agreement clarifies the purpose of and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between police officers and school staff and students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The SRO Program is based on input from school administrators, teachers and faculty. The mission of the SRO Program is to promote school safety by building a positive climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community and accomplishes this mission by supporting safe, secure and orderly learning environments for students, teachers and staff. The School Resource Officer (SRO) will endeavor to establish a relationship of trust and effective communication with students, parents and teachers. The role of the SRO is not to enforce school discipline or punish students. Rather, SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students and a sincere concern for the school community. SROs will provide information on community resources which are available to students and parents.

III. Goals

SRO Program goals include:

1. Ensuring a safe environment for all children and adults who enter school buildings.
2. Preventing and reducing school violence and the potential for harm related to incidents of school violence.
3. Fostering a positive climate based on respect for all children and adults in the schools.
4. Creating partnerships with behavioral health and other care providers in the community for student and family referrals.

IV. Roles

School Resource Officers serve three primary roles:

1. Law Enforcement
2. Fostering Positive School Climate /Crime Prevention
3. Education

Law Enforcement Role: SROs are responsible for much of law enforcement activities occurring at the school during school hours but do not take part in the general discipline of students. The determination of whether or not activity requires law enforcement intervention will be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee instead of an SRO.

Alternatives to arrest should be used whenever possible; the arrest of students should be a measure of last resort. SRO discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate /Crime Prevention: SROs will strive to foster a positive school climate through relationship building and crime prevention efforts. They will work to build a culture of open communication and trust between and among students and adults by focusing on getting to know students, serving as role models and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention. Crime prevention activities include foot patrols, monitoring locations where criminal activity has previously taken place, speaking to teachers about reducing the opportunity for criminal activity, analyzing crime patterns, investigating crime and patrolling parking lots. SROs may also complete security surveys analyzing the physical safety of school property and facilities.

Education: SROs will participate in the school community by becoming a member of the educational team when appropriate and by representing the law enforcement community to build positive relationships with youth, their families and school staff.

Whether talking to students in the hallway or delivering a presentation in a classroom, SROs are embedded in the educational fabric of the schools. They are expected to be proactive in creating and taking advantage of educational situations. School administrators are encouraged to leverage this resource.

V. Organizational Structure

The SRO Program will be staffed by One (1) full time Fairfield Police Department law enforcement officer certified as a peace officer through the State of Ohio who meets all requirements as set forth by the Sacred Heart of Jesus School, Fairfield and Fairfield Police Department. During periods when school is not in session (i.e. Fall, Spring and Summer Break), the Chief of Police may assign the responsibilities of the SRO to details or other police responsibilities outside of the school system consistent with the needs of the school to satisfy the purpose, mission and goals of this Agreement. School officials and the Chief of Police will agree on guidelines for the selection and staffing of the SRO. The ultimate authority for selecting and appointing the SRO rests with the Chief of Police.

SROs should meet three general criteria:

1. **College or degree coursework:** SROs will be in elementary, middle and junior high school classrooms. Because they will be in an academic setting, a college degree or post-secondary coursework would be beneficial and is preferred.

2. **Experience as a police officer and commitment to student well-being:** Candidates must have a minimum of three years' experience as a patrol officer, have experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate.

3. **Successful performance:** Candidates must have an established record of being competent officers as reflected by performance evaluations and should not have been subject to recent significant disciplinary action.

VI. Training Requirements

Officers selected to become a SRO will complete a basic SRO training program approved by the Ohio Peace Officer Training Commission within one year after their appointment as an SRO. The training should cover the responsibilities and limitations of SROs, Ohio school laws, memorandums of understanding, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. It is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, age appropriate practices for conflict resolution, developmentally informed de-escalation and crisis intervention methods, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, school safety and cultural competency.

VII. Operational Procedures

SROs are ultimately accountable to the Fairfield Police Department chain of command. They are expected to cooperate with all school officials, including administrators and faculty, will abide by school policy and will respond to requests from school officials.

The primary function of the SRO is to help provide a safe and secure learning environment, foster a positive climate, reduce/prevent crime and serve as an educational resource and liaison between the school and the police department. Specific daily assignments will vary by school. The SRO and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. In accordance with the law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

The basic responsibilities of the SRO will include but will not be limited to:

1. Enforcing criminal law and protecting students, staff and the public against criminal activity.
2. Fostering mutually respectful relationships with students and staff.
3. Providing information to students and staff concerning questions about law enforcement topics.
4. Providing classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership and life skills.
5. Coordinating investigative procedures between police and school administrators.
6. Handling initial investigations of crimes reported on campus.
7. Taking enforcement action on criminal matters when appropriate and after consultation with school administrators, recognizing that the ultimate decision regarding enforcement action is at the discretion of the SRO.
8. Attending special school events as needed.
9. Preparing lesson plans as necessary.
10. Collecting data on SRO activities (arrests, citations, etc.)

SROs normally wear their police uniform. Exceptions may be made with the approval of the administration of the Fairfield Police Department.

Daily schedules for SROs and their attendance at special school events will be determined by the appropriate Fairfield Police Department division commander and school administrators, consistent with this MOU.

VIII. Role in Responding to Criminal Activity

One role of SROs is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. However, SROs perform their duties while being mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. School staff should contact SROs to inform them of criminal activity occurring on school property that creates a safety risk. SROs and school officials will discuss what levels of criminal activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, SROs should inform school administration of all criminal activity they observe on the school campus.

2. For misdemeanor criminal offenses on school property, the SRO, working cooperatively with school administration, will seek to avoid arresting a student. Certain criminal offenses, such as sex offenses, weapons offenses, offenses of violence and felony offenses, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

3. The SRO and school officials will attempt to utilize de-escalation techniques and conflict resolution and restorative justice practices as alternatives to arrest.

IX. Role in School Policy Violations

SROs are not part of the school disciplinary process. Violations of the student code of conduct or school rules that are not criminal matters will be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation creates an imminent threat to the health, safety and security of students or other people in the school and will employ de-escalation techniques as appropriate.

School discipline is the responsibility of the appropriate school administrators, who should develop and distribute to school staff information regarding when a SRO should be contacted. SROs will report school policy violations through the proper channels. It is the responsibility of the SRO to become familiar with the **Student Handbook or Student Code of Conduct**, but it is not the responsibility of the SRO to enforce the rules in these documents.

X. Sharing of Information

Good communication and information sharing are essential to the success of the SRO program. The sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law and relevant City of Fairfield Police Department and Sacred Heart of Jesus School Fairfield policies.

XI. Role in Locker, Vehicle, Personal and Other Searches

SROs may participate in a search of a student's person, possessions, locker or vehicle in accordance with Ohio law. SROs will not ask school employees to conduct searches for law enforcement purposes.

Unless there is a serious and immediate threat to the safety of students, staff or school facilities the school principal shall have final authority over school property in school buildings.

XII. Limits on Interrogations and Arrests

SROs may participate in the questioning of a student about conduct that could result in criminal charges as permitted under Ohio law. Incidents involving disorderly conduct, profanity and fighting will, when possible, be considered disciplinary issues to be handled by school officials. SROs have the discretion to either refer matters to the Fairfield Police Department Juvenile Diversion Program or proceed with criminal charges.

Building principals or the Superintendent or his designee will, when practical, be consulted prior to the arrest of a student.

A student's parent or guardian should be notified of the student's arrest as soon as it is practical to do so.

XIII. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual and procedures of the Sacred Heart of Jesus School, Fairfield. During critical incidents occurring when an SRO is present, the SRO will, when practical, act as a liaison between school administration, police personnel and other emergency resources.

XIV. Role in Truancy Issues

Incidents of truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary.

XV. Crisis Planning

The Sacred Heart of Jesus School, Fairfield and the City of Fairfield Police and Fire Departments will coordinate crisis planning and will be involved in updates to and the creation of crisis plans. Lockdown drills will be included as part of the school's preparedness plan. The City of Fairfield Police Department will be included in the creation of lockdown procedures.

XVI. School Responsibilities

The Sacred Heart of Jesus School, Fairfield shall pay to the City of Fairfield, Ohio (i) one-half (1/2) the amount of the salary and benefits of the SRO including, but not limited to, wages, health insurance coverage, contributions to employee pension and paid leave, and (ii) the cost of all SRO training, update training and reasonable reimbursement of travel, hotel and food costs during training. City shall submit to the School each month a statement (the "Statement") showing the School's share of the salary and benefits paid and expenses for training and travel reimbursement incurred for the preceding month. School shall pay its share of the expenses within thirty (30) days of such Statement. The Sacred Heart of Jesus School, Fairfield will provide the SRO facilities necessary to perform their duties. The School will also encourage attendance by appropriate administrators at NASRO Basic SRO training and will provide training to teachers, administrators and staff about when to directly involve SROs with student misconduct and the available alternatives to arrest.

XVII. Reviewing the MOU and SRO Program

The assigned parties shall review this MOU and the SRO Program as needed. Any revisions will be reflected in an updated MOU.

Complaints against SROs will follow the normal complaint process of the Fairfield Police Department. Upon the completion of its investigation, the Fairfield Police Department agrees to notify appropriate school administrators of any complaints received regarding an SRO. This process will be made known to parents and students by the Fairfield Police Department.

XVIII. Problem Resolution

Unforeseen difficulties or questions will be resolved by negotiation between the Sacred Heart of Jesus School, Fairfield and the Chief of Police of the City of Fairfield Police Department or their designees.

XIX. Termination

This Agreement shall remain in continuous effect from the date this MOU has been executed by all Parties until terminated. Either Party may terminate this MOU by giving advance written notice delivered on or before the 1st day of December that the school will no longer require an SRO at the beginning of the next upcoming school year or that the City cannot provide an SRO at the beginning of the next upcoming school year. After a notice as described herein is delivered by either Party, the Parties may agree earlier than the beginning of the next upcoming school year to discontinue providing and SRO by the City and the cost for SRO services upon mutual agreement signed by the Parties.

SIGNATURE OF PARTIES & SIGNATURE DATE

SACRED HEART OF JESUS SCHOOL, FAIRFIELD

_______________________________________ Date: ____________________

By:
Its: Pastor

CITY OF FAIRFIELD, OHIO

_______________________________________ Date: ____________________

By: Scott W, Timmer
Its: City Manager

APPROVED AS TO FORM:

_______________________________________ Date: ____________________

By: John H. Clemmons
Its: Law Director

ORDINANCE NO. ___________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SACRED HEART OF JESUS SCHOOL TO PROVIDE A RESOURCE OFFICER FOR THE 2022-2023 SCHOOL YEAR AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a memorandum of understanding with Sacred Heart of Jesus School to provide a resource officer for the 2022-2023 school year in accordance with the memorandum of understanding on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the school year has already begun; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____________________ ____________________________________
Mayor's Approval

Posted _____________________

First Reading _____________________ Rules Suspended ________________

Second Reading _____________________ Emergency ________________

Third Reading _____________________

ATTEST:

____
Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Sacred Heart-Ord

City Council Ordinance

Regular Meeting - September 12, 2022

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Intergovernmental Agreement with City of Dayton Ohio

Legislation Title:
Ordinance to authorize the City Manager to enter into an intergovernmental agreement with the City of Dayton, Ohio for the purchase of lime and for services associated with lime residuals recycling

Recommendation:
It is recommended that City Council authorize the City Manager to execute an intergovernmental agreement with the City of Dayton, Ohio for the purchase of lime and for services associated with lime residuals recycling, for a 5-year period ending 1/1/2028, with 3 additional 5-year option periods.

Background/Synopsis:

The City's Water Division currently purchases pebble lime, or calcium oxide, from Greer Lime Company, a mining facility in West Virginia. The pebble lime is used to soften and treat water at the City's water plant. The City currently works with a contractor, Synagro, to regularly remove lime-softening residuals, or lime sludge, from its storage lagoons on Groh Lane. The contractor then transports the materials to a coal-fired power plant on the Ohio River. The residuals are used to neutralize acidic air emissions from the power plant through a process called flue gas de-sulfurization. The annual cost for lime procurement and lime sludge removal is around $530,000. This is one of the largest line items in the operating budget for the Water Division.

The City's Public Utilities Department is recommending that Fairfield enter into an intergovernmental agreement with the City of Dayton for <u>lime procurement and lime sludge recycling services</u>, to start in 2023. The City of Dayton, Ohio, operates a lime recalcination kiln which is used to regenerate high-purity calcium oxide (CaO) from lime-softening residuals, or calcium carbonate (CaCO3). The kiln is sized so that Dayton can process all of its own residuals as well as residuals from several other municipal customers. Dayton currently processes residuals from, and sells re-calcinated lime to, Hamilton, Troy, and Molson-Coors.

In 2019 Fairfield completed a pilot project for two weeks testing the effectiveness of using Dayton re-calcinated lime at the Fairfield water plant. The pilot was successful. In 2019, however, Dayton did not have sufficient kiln capacity to take on Fairfield as a full-time municipal customer for lime services. Today, Dayton has the capacity to provide all the lime Fairfield requires on an annual basis, as well as the capacity to receive and process a proportional amount of Fairfield's lime-softening residuals.

The Intergovernmental agreement for lime procurement and lime sludge re-calcination services, which is attached for Council review, would authorize a 5-year initial term with the option for 3 additional 5-year extensions. The annual cost for lime procurement and lime sludge removal under this agreement would be about $346,000. This could represent an annual savings - over current processes - of around $184,000.

In addition to cost savings, City staff believes this agreement will result in significant environmental benefit - primarily through the reduction of truck traffic and associated fuel usage and carbon emissions. A current delivery of calcium oxide from West Virginia requires ~800 miles of trucking, round-trip. A future delivery of calcium oxide from Dayton will require less than 100 miles of trucking, round-trip. Additionally, staff believes this agreement will improve the operational sustainability of the City's water treatment processes. More specifically, the long-term viability of the City's current lime residuals disposal outlet – flue gas de-sulfurization – is limited due to pending plans to shutter many coal-fired power plants in the region.

Financial Impact:

Lime procurement and lime sludge removal expenditures are paid from Council-approved annual operating budgets.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. City of Fairfield - As Approved By Law
2. City of Dayton-Ord

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____________, 2022, by and between the City of Dayton, Ohio ("Dayton"), and the City of Fairfield, Ohio ("Fairfield"). For purposes of this Agreement, Dayton and Fairfield are collectively hereinafter referred to as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Dayton desires to supply bulk pebble lime ("Product") to Fairfield from its Lime Reclamation Facility and to accept lime softening Residuals ("Residuals") from Fairfield. ("Facility"); and,

WHEREAS, Fairfield desires to supply lime softening Residuals ("Residuals") to Dayton and to procure the Product from Dayton.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in accordance with Section 715.02 of the Ohio Revised Code, Dayton and Fairfield agree as follows:

ARTICLE I. SCOPE OF SERVICES

Dayton shall provide and supply Fairfield with a minimum amount of Product (the "Product Minimum") from its Facility. Product shall meet NSF60 and NSF61 and American Water Works Association ("AWWA") Specifications B202-93 and B202a-97. Dayton shall include analytical results for all Product shipped. All analysis submittals will be based on AWWA testing procedures for Quick Lime. Product shall be supplied in lump form diameter ¼" – ½". The Product shall be of the best quality freshly burned and shall be substantially free of core, ash, dirt, hard, or unburned stone or other foreign matter. Product shall contain a minimum of 90% available calcium oxide and less than 5% magnesium oxide. Dayton, at its sole cost and expense, shall provide the trucking/hauling of Product from Dayton to Fairfield and the trucking/hauling of Residuals from Fairfield to Dayton. All testing shall be performed by Dayton, at its sole cost and expense.

Dayton and Fairfield shall coordinate delivery dates and times for Product and the loading dates and terms for Residuals. Dayton shall pick up Residuals at Fairfield's lime lagoons located at 5021 Groh Lane, Fairfield, Ohio (the "Lagoon Site"). Dayton shall deliver Product to Fairfield's facility located at the Fairfield Water Treatment Plant, 5021 Groh Lane, Fairfield, Ohio (the "Receiving Site").

Dayton shall invoice Fairfield on a monthly basis based on weight tickets for Product delivered to the Receiving Site. Nothing in this Agreement will prevent Dayton from contracting, at its sole cost and expense, with private companies for hauling and/or trucking of Product and/or Residuals.

Dayton shall provide their own method of removing the Residuals from the Lagoon Site in a manner that is acceptable to Fairfield and in a manner which will not damage the lagoons or related improvements. No work will be permitted on Sundays and holidays except upon specific authorization of Fairfield. Dayton shall take all necessary precautions to assure that there will be no spillage of Residuals or Product at the Lagoon Site or the Receiving Site or while they are in transit. Dayton, at its sole cost and expense, shall clean up spillage resulting from the loading, unloading or transport of Residuals and Product. In addition, Dayton must comply with Fairfield's Source Water Protection Program as they may apply to the work being performed to protect the sensitive drinking water supply located at the site.

ARTICLE II. PROVISION OF RESIDUAL

Fairfield shall provide, and Dayton shall take, a minimum amount of Residuals (the "Residuals Minimum") in accordance with the schedule outlined in Exhibit A, attached hereto and incorporated herein by reference. Residuals shall be received at a rate of 2.5 times the Product purchased, in accordance with the schedule in Exhibit A. Dayton, at its sole cost and expense, shall remove the Residual from the Lagoon Site and transport the Residuals to the Facility at 1048 Ottawa Street, Dayton, Ohio. Fairfield may request Dayton to remove additional residuals;. Fairfield shall pay $65.62 per dry ton for the removal of Residuals in excess of the Residuals Minimum. The cost for removal of Residuals in excess of the Residuals Minimum shall increase 3% per year or such other amount as may be agreed to by the parties. The City of Fairfield shall be billed for the additional removal within 30 days of the completion of the removal. Nothing in the Agreement shall prohibit Fairfield from contracting with other entities for the removal of Residuals in excess of the Residuals Minimum.

Title to the Residuals and risk of loss with respect to the Residuals shall pass to Dayton when the Residuals are loaded onto the transport at the Lagoon Site. Dayton shall not dispose of Residuals except as provided for in this Agreement.

ARTICLE III. PURCHASE OF PRODUCT

Fairfield shall purchase minimum amounts (the "Product Minimum") of the Product in accordance with the schedule in Exhibit B attached hereto and incorporated herein by reference. Fairfield shall pay Two Hundred Three Dollars and Eighty One Cents ($203.81) per ton of the Product ("Purchase Price"). Nothing in this Agreement shall prohibit Fairfield from purchasing Product in excess of the Product Minimum from other sources. The Purchase Price includes the cost to transport the Product to the Receiving Site. Title to the Product and risk of loss with respect to the Product shall pass to Fairfield when the Product is unloaded at the Receiving Site.

The Parties acknowledge that operation of the Facility and production of the Product is subject to cost inflation over time. There are two circumstances under which Dayton may increase the Purchase Price to Fairfield under this Agreement:

(1) Beginning on January 1, 2023, the Purchase Price may be increased annually based on an increase the Producer's Price Index for Lime Manufacturing, Product Code 327410-O (the "Index"), as published by the United States Department of Labor, Bureau of Labor Statistics. The Purchase Price adjustment will be calculated on the simple percentage method as follows:

Escalation Factor = (latest Index at time of calculation) / (Index 12 months prior to latest Index).

By way of example, assume the following:

Current Index (October, 2022)	105
Prior Year's Index (October, 2021)	100
Escalation Factor = (105/100)	1.05

This calculation indicates that the Purchase Price could increase by 5% beginning January 1, 2023.

(2) In the event the spot price of natural gas, as reflected in the NYMEX Henry Hub Natural Gas index, remains at or above the price range per million British thermal units as stated in Column A below for a period of three (3) consecutive months, then the Purchase Price shall be adjusted in the following month to the corresponding price in Column B below ("Adjusted Purchase Price")

Column A Price Natural Gas/Millions BTU	Column B Price Product/Ton
$5.49 or less	$203.81
$5.50 or more	$209.92
$6.00 or more	$216.22
$6.50 or more	$222.70
$7.00 or more	$229.39

The Purchase Price may be increased once per calendar year by either of the methods specifically detailed above, but not both, in any given year. Dayton will provide at least fifteen (15) calendar days' prior written notice to Fairfield of any change in Purchase Price and the methodology used to calculate said change. Fairfield shall pay the Adjusted Purchase Price, if any, in effect at the time of delivery of the Product.

ARTICLE IV. TERM

This Agreement shall commence on the Effective Date and terminate on January 1, 2028, unless terminated earlier pursuant to Article V herein. The Parties may extend the term of this Agreement for three (3) additional periods of five (5) years each upon mutual agreement regarding terms and conditions, including prices. Any extension shall be by written amendment to this Agreement pursuant to Article XIV herein.

ARTICLE V. TERMINATION

Fairfield may terminate this Agreement upon written notice given to Dayton in the event of Dayton's substantial failure to perform its duties and responsibilities as set forth herein. Dayton shall have thirty (30) calendar days from the date of the notice of termination in which to cure any breach or to submit a plan to cure acceptable to Fairfield.

Dayton may terminate this Agreement in the event of substantial failure by Fairfield to perform its duties and responsibilities as set forth herein. Fairfield shall have thirty (30) calendar days from the date of notice of termination which has been given to Fairfield in which to cure any breach or to submit a plan to cure acceptable to Dayton. Dayton may also terminate this agreement for its convenience upon thirty (30) calendar days written notice to Fairfield.

Notwithstanding any other provision contained in this Agreement, Fairfield may terminate this Agreement, without cause and without liability, on at least ninety (90) calendar days' prior written notice given to Dayton.

ARTICLE VI. DELAYS

No Party shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; flood; earthquake; fire; epidemic; war, riot, or other civil disturbance; strike, lockout, work slowdown, or other labor disturbance; sabotage; judicial restraint; and inability to procure any permit, license, or authorization from any local, state, or federal agency for any required supplies, materials, accesses, or services.

In the event any of the circumstances in the preceding paragraph occurs, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. In the event such delay continues unabated for thirty (30) calendar days, then the Party whose performance has not been affected by the delay shall have the right to terminate this Agreement on the date set forth in the written notice of termination given to the other Party.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

Neither Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling either Party to terminate this Agreement at its option.

ARTICLE VIII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either Party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

ARTICLE IX. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally or sent by overnight delivery service or certified mail, postage prepaid, to the appropriate address below:

Dayton:
City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Mr. Michael Powell
Director, Department of Water

Fairfield:
City of Fairfield - Public Utilities
5021 Groh Land
Fairfield, Ohio 45014
Attention: Mr. Adam M. Sackenheim,
Public Utilities Director

Such notice, if delivered personally or by overnight courier service, shall be deemed given and delivered at the time of delivery or refusal of delivery; or, if sent by certified mail, shall be deemed given and delivered three (3) calendar days after the time of mailing with appropriate postage attached thereto.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Parties.

ARTICLE X. WAIVER

A waiver by any of the Parties of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving Party's rights with respect to any other or further breach.

ARTICLE XI. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this

Agreement did not contain the particular portion or provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

ARTICLE XII. ASSIGNMENT

Neither Party shall assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Dayton from employing independent contractors to assist in the performance of its duties and responsibilities hereunder.

ARTICLE XIII. THIRD-PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

ARTICLE XIV. AMENDMENT

The Parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing which references this Agreement and which is executed by a duly authorized representative of each of the Parties and, if applicable or required, approved by the legislative authority of any of the Parties.

ARTICLE XV. INTEGRATION

This Agreement, together with the Exhibits and Purchase Order attached to it, represent the entire and integrated agreement the Parties and supersede all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. For purposes of this Agreement, the term “Effective Date” shall be the date that this Agreement is signed by Fairfield, which date shall be set forth in the first paragraph of this Agreement.

ARTICLE XVI. POLITICAL CONTRIBUTIONS

The Parties affirm and certify that they comply with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE XVII. COMPLIANCE WITH LAWS

The activities taken by Dayton in connection with the performance of its duties under this Agreement shall comply with all applicable laws, rules and regulations.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO	**CITY OF FAIRFIELD, OHIO**
By: ______________________	By: ______________________
Date: ______________________	Title: City Manager______________

APPROVAL AS TO FORM:

____

Fairfield Law Director

APPROVED AS TO FORM AND CORRECTNESS:

8/23/2022

X John Musto for

Dayton City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

______________________________, 2022

Min./Bk. ______ Pg. _______

____

Clerk of Commission

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT

PROVISION OF MINIMUM AMOUNTS OF RESIDUALS

This table defines the amount of Residuals that Dayton may remove from the Lagoon Site. The quantity of the Residuals Minimum to be removed from the Lagoon Site shall be a minimum of 2.5 times the amount of Product purchased by Fairfield annually. The timing of residuals removal shall be at the sole discretion of the City of Dayton. Any proposed deviation from this table will require advanced written approval signed by Dayton and Fairfield.

Annual Dry Tons Residuals	4,000-5,000

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT

PURCHASE OF MINIMUM AMOUNTS OF PRODUCT

This table defines the anticipated quantities of Product to be purchased by Fairfield from Dayton. All parties will endeavor to schedule purchases and deliveries in a manner that promotes Fairfield purchasing 100% of their pebble lime needs from Dayton. Should circumstances prohibit this from being possible, Fairfield will purchase pebble lime from a third party provider.

Annual Quantity, Tons	1,700

ORDINANCE NO. ___________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF DAYTON, OHIO FOR THE PURCHASE OF LIME AND FOR SERVICES ASSOCIATED WITH LIME RESIDUALS RECYCLING.

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

Section 1. The City Manager is hereby authorized to enter into an intergovernmental agreement with the City of Dayton, Ohio for the purchase of lime and for services associated with lime residuals recycling in accordance with the agreement on file in the office of the 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\2022\Dayton, Ohio-Ord

City Council Ordinance

Regular Meeting - September 12, 2022

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Ohio Public Works Commission Grant Application for 2024 Street Improvement Program

Legislation Title:
Ordinance to authorize the City Manager to execute and file the Ohio Public Works Commission (OPWC) Issue 1 - Grant Application and Agreement for 2024 Street Improvement Program 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 2024 Street Improvement Program.

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 2024 Street Improvement Program including asphalt and concrete contracts. This project is for a portion of the rehabilitation of approximately 23.9 lane miles of City streets with the 2024 program.

This project includes reconstructing portions of curb, curb ramps, casting adjustments for multiple utilities, base failure repairs, milling, overlay, etc. The project will address deficient asphalt and concrete on many streets throughout the City.

This project is scheduled to bid in the winter of 2023 and construction will begin in early 2024.

This project is programmed in the current 2022-2026 CIP as 4PW06 and 4PW07. If approved, OPWC District 10 would be funding $950,000 of the project. The City share would be well over 50% of this project. Asphalt and concrete for street improvements next year will approach $3 million.

Public Works staff evaluated applying for additional funding for the South Gilmore Road project in 2024 and determined that this project would score better for this particular grant program.

Financial Impact:

No immediate financial impact.

Emergency Provision Explanation:

The final application is due by October 4th, therefore a suspension of the rules and emergency provision are being requested.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. OPWC-Ord

ORDINANCE NO. ___________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND FILE THE OHIO PUBLIC WORKS COMMISSION (OPWC) ISSUE 1 – GRANT APPLICATION AND AGREEMENT FOR THE 2024 STREET IMPROVEMENT PROGRAM AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute and file the Ohio Public Works Commission (OPWC) Issue 1 – Grant Application and Agreement for the 2024 Street Improvement Program in accordance with the application and agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the final application is due by October 4, 2022; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____________________ ___________________________________

Mayor's Approval

Posted _____________________

First Reading _____________________ Rules Suspended ________________

Second Reading _____________________ Emergency ________________

Third Reading _____________________

ATTEST:

____

Clerk of Council

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

____

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\OPWC-Ord

City Council Ordinance
Regular Meeting - September 12, 2022

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
Purchase of (2) staff vehicles #7030 and 7031(Police)

Legislation Title:
Ordinance to authorize the City Manager to enter into a contract with Fierhrer Motors, Inc. for the purchase of two (2) GMC Acadias for the Police Department and declaring an emergency

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $89,612 from the Capital improvement Fund for the purchase of a two (2) GMC Acadia's. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Fiehrer Motors, Inc. for the purchase of these vehicles.

Background/Synopsis:
This request is for the purchase of two (2) 2023 GMC Acadia’s to be used by the Police Department as staff vehicles. This request was originally approved by council on 5-9-2022 but due to supply constraints these vehicles were not capable of being ordered. These vehicles will replace Unit #706 and #7012, a 2010 Honda Accord and a 2011 Chevrolet Impala respectfully. These vehicles are being purchased through Fiehrer Motors Inc., Hamilton, Ohio, for $36,426/vehicle which includes a $6,800 GMC fleet discount per vehicle. These vehicles will be outfitted with emergency lighting by Mobilcomm Inc. for $3,425/vehicle.

Financial Impact:
$89,612 ($80,762 {$40,381 for each vehicle} + $6,850 {$3,425 for the outfitting of each vehicle} + $2,000 for Police fleet needs and contingencies) from the Capital Improvement Fund.

These vehicles are listed in the 2022 CIP as # 2FT74 Replacement of Staff Vehicles (PD) ($90,000)

Emergency Provision Explanation:
Rules suspension and Emergency Provisions are being requested to facilitate this purchase due to supply constraints.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Mobilcomm outfitting
2. FIEHER EMAIL QUOTE
3. City of Fairfield Acadia AWD V6 SLT 2023
4. Fiehrer Motors-Ord

Mobilcomm
Sales 513.595.5800 Service 513.742.5555 Fax 513.595.5919
1211 W. Sharon Road Cincinnati, OH 45240

FAIRFIELD CITY POLICE DEPT

FAIFIELD, OH 45014
Attn: BECKY IRVIN
Email:

Quote: 980-297-2022
Issued: 4/22/2022
Expires: 5/22/2022
Phone:
Fax:

Reference: UNDERCOVER DETECTIVES CAR

Item	*Product Description*	*Quantity*	*Unit Price*	*Amount*
1	GRILLE LEDS - BLUE	4	$88.00	$352.00
1.5	VISOR LEDS - BLUE	4	$125.00	$500.00
2	REAR LEDS W/ BRACKETS - BLUE	4	$99.00	$396.00
3	GUN LOCK VAULT/SAFE IN REAR CARGO AREA SECURED	2	$1,500.00	$3,000.00
4	HAND HELD REMOTE SIREN CONTROLLER W 100 WATT SPEAKER & BRACKET	2	$475.00	$950.00
5	INSTALL LABOR OF ABOVE ITEMS	2	$750.00	$1,500.00
6	MISC INSTALL SUPPLIES	2	$76.00	$152.00

Notes:

QUOTE IS FOR THE PURCHASE AND INSTALLTION OF EMERGENCY LIGHTING, SIREN & SPEAKER INTO (2) GMC ACADIA'S AT MOBILCOMM SHOP LOCATION.

price includes shipping*

SubTotal:	**$6,850.00**
Tax:	$0.00
Total:	**$6,850.00**

Mobilcomm™ Sales 513.595.5800 Service 513.742.5555 Fax 513.595.5919
1211 W. Sharon Road Cincinnati, OH 45240

Quote Terms and Conditions

1. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
2. Purchaser will be responsible for shipping costs (unless specifically included), which will be added to the invoice.
3. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
4. Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged in its original packaging within thirty (30) days after shipment.
5. Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of this quote.
6. Unless otherwise stated, payment will be due within 30 days after invoice date items as shipped. Shipping time is subject to supply chain reliability.
7. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment.
8. MOBILCOMM DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. MOBILCOMM'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOBILCOMM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
10. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.

If the quoted price meets with your approval, sign and return a copy to the attention of the preparer. Also list your PO number if applicable. Additional charges will be made for any deviations from the above at the prevailing time plus material rates.

Prepared by: ______________________________
Richie Gorsuch

Accepted by: ______________________________ *Date:* ______________

Attachment: Mobilcomm outfitting (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Brian Rose

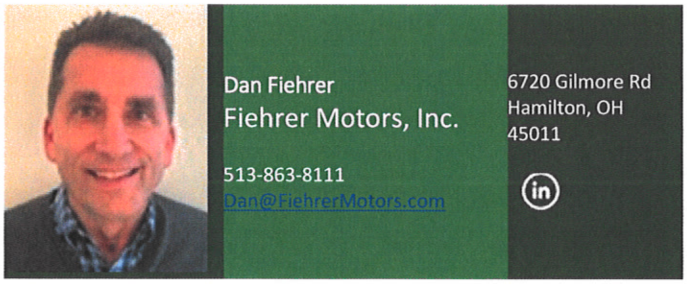
From:	Daniel A. Fiehrer <dan@fiehrermotors.com>
Sent:	Monday, August 08, 2022 4:24 PM
To:	Brian Rose
Subject:	2023 GMC Acadia pricing
Attachments:	City of Fairfield Acadia AWD V6 SLT 2023.pdf

Hi Brian,

I have attached the specifications for your review.

MSRP	45,140.00
Fleet price	40,340.00
Title fee	41.00
Total price	40,381.00

Thanks,



Dan Fiehrer
Fiehrer Motors, Inc.

513-863-8111
Dan@FiehrerMotors.com

6720 Gilmore Rd
Hamilton, OH
45011

Attachment: FIEHER EMAIL QUOTE (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$41,600.00
Total Options	$2,145.00
Vehicle Subtotal	$43,745.00
Destination Charge	$1,395.00
Grand Total	**$45,140.00**

Attachment: City of Fairfield Acadia AWD V6 SLT 2023 (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Technical Specifications

Attachment: City of Fairfield Acadia AWD V6 SLT 2023 (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
TNL26	2023 GMC Acadia AWD 4dr SLT	$41,600.00

COLORS

CODE	DESCRIPTION
GNT	Volcanic Red Tintcoat (Available at extra charge.)

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI with Variable Valve Timing (VVT) (228 hp [171 kW] @ 5000 rpm, 258 lb-ft of torque [349.8 N-m]) @ 1500 - 4000 rpm (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
M3G	Transmission, 9-speed automatic, electronically-controlled with 2.0L Turbo engine (Standard with (LSY) 2.0L Turbo engine only.) (STD)	$0.00

AXLE

CODE	DESCRIPTION	MSRP
FHB	Axle, 3.47 final drive ratio (Standard with (LSY) 2.0L Turbo engine only.)	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
4SA	SLT Preferred Equipment Group includes standard equipment	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RQJ	Wheels, 18" (45.7 cm) aluminum (STD)	$0.00

Attachment: City of Fairfield Acadia AWD V6 SLT 2023 (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

TIRES

CODE	DESCRIPTION	MSRP
QMX	Tires, P235/65R18 all-season blackwall (STD)	$0.00

PAINT

CODE	DESCRIPTION	MSRP
GNT	Volcanic Red Tintcoat (Available at extra charge.)	$645.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0Y	Jet Black, Perforated Leather-appointed seat trim	$0.00

SEATING ARRANGEMENT

CODE	DESCRIPTION	MSRP
ABB	Seating, 6-passenger (2-2-2 seating configuration) with 2nd row flat-folding captain's chairs with Smart Slide and 3rd row manual-folding 50/50 split-bench seat (STD)	$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOU	Audio system, 8" diagonal GMC Infotainment System with Navigation includes multi-touch display, AM/FM/SiriusXM stereo, Bluetooth streaming audio for music and most phones, Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	$0.00

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
R9M	3 years of OnStar & Connected Services Plan see onstar.com for information. Access the entire suite of OnStar Safety & Security Services and Connected Services. For retail customers, this includes the OnStar Guardian app, connectivity for available In-Vehicle Apps, In-Vehicle Wi-Fi Hotspot data and Remote Access through the myGMC mobile app. Fleet customers will receive OnStar Vehicle Insights instead of Remote Access. (Available with Fleet or Government order types. Beginning with June production, most Retail and Sold (TRE/SRE) orders will require option (R9M) 3 years of OnStar & Connected Services Plan. Eligible vehicles receive 3-years of the OnStar and Connected Services Premium Plan, including the Connected Vehicle Plan and the OnStar Safety & Security Plan. Connected Vehicle Plan includes connectivity for available in-vehicle apps, Remote Access Plan (excluding Fleet vehicles, which will receive OnStar Vehicle Insights) and In-Vehicle Wi-Fi Hotspot data. OnStar Safety & Security Plan includes access to the OnStar Guardian App, Automatic Crash Response, Emergency Services, Crisis Assist, Roadside Assistance and Stolen Vehicle Assistance.)	$1,500.00
	Options Total	**$2,145.00**

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Standard Equipment

Package

Driver Convenience Package includes (A2X) 8-way power driver seat adjuster, (KA1) driver and front passenge heated seats, (AL9) power driver lumbar control, (BTV) Remote Start, (TC2) hands-free power programmable liftgate and (KI6) 120-volt power outlet (Includes (V64) brushed aluminum roof rails.)

Infotainment Package includes (IOU) 8" diagonal GMC Infotainment System with Navigation and (UQA) Bose premium 8-speaker system

GMC Pro Safety Plus includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam headlamps, (UD5) Front and Rear Park Assist, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator and (UEU) Forward Collision Alert; in addition to standard (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Certain vehicles will be force to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. Se dealer for details or the window label for the features on a specific vehicle.)

Mechanical

Engine, 2.0L Turbo, 4-cylinder, SIDI with Variable Valve Timing (VVT) (228 hp [171 kW] @ 5000 rpm, 258 lb-ft of torque [349.8 N-m]) @ 1500 - 4000 rpm (STD)

Transmission, 9-speed automatic, electronically-controlled with 2.0L Turbo engine (Standard with (LSY) 2.0L Turbo engine only.) (STD)

Axle, 3.47 final drive ratio (Standard with (LSY) 2.0L Turbo engine only.)

E10 Fuel capable

Automatic Stop/Start

Engine control, stop/start system disable switch

GVWR, 6001 lbs. (2722 kg)

Chassis, All-Wheel Drive System with All-Wheel Drive Disconnect (Included and only available with AWD models.)

Alternator, 220 amps (Standard with (LSY) 2.0L Turbo engine only.)

Traction Select FWD models feature Normal, Snow, Sport and Trailer/Tow (if equipped); AWD models feature 4x4 (AWD), 2x4 (AWD Disconnect), Sport, Off-Road and Trailer/Tow (if equipped)

Suspension, Ride and Handling MacPherson struts for front and independent 5-link rear

Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear

Brakes, front and rear, electric (Standard with (LSY) 2.0L Turbo engine only.)

Exhaust, dual outlet with bright tips

Tool kit, road emergency

Exterior

Wheels, 18" (45.7 cm) aluminum (STD)

Attachment: City of Fairfield Acadia AWD V6 SLT 2023 (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Exterior

- Tires, P235/65R18 all-season blackwall (STD)
- Wheel, spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel
- Tire, compact spare, T135/70R18, blackwall
- Roof rails, brushed aluminum
- Headlamps, LED
- Headlamps, IntelliBeam, automatic high-beam
- Fog lamps, front projector type, LED
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Mirrors, outside heated, power-adjustable, manual-folding, body-color with integrated turn signal indicators
- Wipers, front intermittent with washers
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, power programmable, hands free with emblem projection
- Antenna, body-color, roof-mounted shark fin

Entertainment

- Audio system, 8" diagonal GMC Infotainment System with Navigation includes multi-touch display, AM/FM/SiriusXM stereo, Bluetooth streaming audio for music and most phones, Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles fo infotainment and vehicle settings (STD)
- SiriusXM Radio
- SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the ful 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan, you can also enjoy your favorites everywhere you go, with the SiriusXM app online and at home on compatible connected devices (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged accordin to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)
- Wireless Apple CarPlay/Wireless Android Auto
- Audio system feature, Bose premium 8-speaker system with subwoofer
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Active Noise Cancellation

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Interior

- Seats, front bucket (STD)
- Seating, 6-passenger (2-2-2 seating configuration) with 2nd row flat-folding captain's chairs with Smart Slide ar 3rd row manual-folding 50/50 split-bench seat (STD)
- Perforated Leather-Appointed seat trim
- Seat adjuster, driver 8-way power
- Seat adjuster, passenger 4-way manual
- Seat adjuster, power driver lumbar control
- Seats, heated driver and front passenger
- Console, front center with 2 cup holders and storage, includes rear storage drawer
- Floor mats, carpeted front and second row (Deleted when LPO floor mats or LPO floor liners are ordered.)
- Electronic Precision Shift button and trigger based transmission interface
- Steering wheel, wrapped with mounted audio and cruise controls
- Steering column, tilt and telescopic
- Display, driver instrument information, 4.2" multi-color
- Sensor, humidity and windshield temperature
- Engine air filtration monitor
- Compass display
- Windows, power with driver Express-Up/Down and front passenger Express-Down
- Door locks, power programmable with lockout protection
- Remote Keyless Entry, extended range with lock and unlock feature
- Remote start
- Keyless Open and Start
- Universal Home Remote includes garage door opener, 3-channel programmable
- Cruise control, electronic with set and resume speed
- Power outlet, 120-volt, 3-prong household style located on the rear of center console
- Power outlets one located in the center stack under the climate controls and one located in the rear cargo area
- USB ports, 2 in front (type-A and type-C), 2 in second row (type-A and type-C) and 1 in third row (type-A)
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passeng and rear seat occupants
- Air conditioning, rear
- Heater, electric, heating/defroster (Standard with (LSY) 2.0L Turbo engine only.)

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Interior

- Defogger, rear-window electric
- Cup holders 2 in front center console, 2 in front door panel, 2 bottle holders in front door panel, 2 in 2nd row an 2 in 3rd row, 10 total
- Mirror, inside rearview auto-dimming
- Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature
- Lamp Package, interior, deluxe
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- StabiliTrak, stability control system with Traction Control
- Electronic parking brake

Safety-Exterior

- Daytime Running Lamps, LED

Safety-Interior

- Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Alway use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Airbags, frontal and side-impact for driver and front passenger; driver inboard seat-mounted side-impact; driver side knee; and roof-rail mounted head-curtain for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar and GMC connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- HD Rear Vision Camera
- Seat belts, front, height-adjustable
- Front and Rear Park Assist (Certain vehicles will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)
- Following Distance Indicator
- Lane Keep Assist with Lane Departure Warning
- Forward Collision Alert
- Front Pedestrian Braking
- Lane Change Alert with Side Blind Zone Alert

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Safety-Interior

Rear Cross Traffic Alert

Door locks, rear child security

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Rear Seat Reminder

Safety Alert Seat

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and help you to continue to coach your new driver

Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommende tire pressure

Tire Pressure Monitor System

Horn, dual-note

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

Attachment: City of Fairfield Acadia AWD V6 SLT 2023 (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Window Sticker

SUMMARY

[Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT	MSRP:$41,600.0

Interior:Jet Black, Perforated Leather-appointed seat trim

Exterior 1:Volcanic Red Tintcoat

Exterior 2:No color has been selected.

Engine, 2.0L Turbo, 4-cylinder, SIDI

Transmission, 9-speed automatic, electronically-controlled

OPTIONS

CODE	MODEL	MSR
TNL26	[Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT	$41,600.0
	OPTIONS	
4SA	SLT Preferred Equipment Group	$0.0
ABB	Seating, 6-passenger (2-2-2 seating configuration)	$0.0
AR9	Seats, front bucket	$0.0
FE9	Emissions, Federal requirements	$0.0
FHB	Axle, 3.47 final drive ratio	$0.0
GNT	Volcanic Red Tintcoat	$645.0
H0Y	Jet Black, Perforated Leather-appointed seat trim	$0.0
IOU	Audio system, 8" diagonal GMC Infotainment System with Navigation	$0.0
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI	$0.0
M3G	Transmission, 9-speed automatic, electronically-controlled	$0.0
QMX	Tires, P235/65R18 all-season blackwall	$0.0
R9M	3 years of OnStar & Connected Services Plan	$1,500.0
RQJ	Wheels, 18" (45.7 cm) aluminum	$0.0
	SUBTOTAL	**$43,745.0**
	Adjustments Total	$0.0
	Destination Charge	$1,395.0
	TOTAL PRICE	**$45,140.0**

FUEL ECONOMY

Data Version: 17145. Data Updated: Aug 7, 2022 6:56:00 PM PDT.

Vehicle: [Retail] 2023 GMC Acadia (TNL26) AWD 4dr SLT (✓ Complete)

Est City:22 MPG

Est Highway:27 MPG

Est Highway Cruising Range:585.90 mi

Attachment: City of Fairfield Acadia AWD V6 SLT 2023 (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

ORDINANCE NO. __________

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIEHRER MOTORS, INC. FOR THE PURCHASE OF TWO (2) GMC ACADIAS FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Fiehrer Motors, Inc. for the purchase of two (2) GMC Acadias for the police department in accordance with the contract on file in the office of the City Manager. This ordinance is authorized as an emergency without competitive bidding due to the need to obtain the vehicles while available.

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 purchase be facilitated due to supply constraints; wherefore, this ordinance shall take effect immediately upon its passage.

Passed ____________________ ________________________________
Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended ______________

Second Reading ____________________ Emergency ______________

Third Reading ____________________

ATTEST:

____
Clerk of Council

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

____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Fiehrer Motors-Ord

Attachment: Fiehrer Motors-Ord (3295 : Purchase of (2) staff vehicles #7030 and 7031(Police))

City Council Resolution

Regular Meeting - September 12, 2022

Submitted by: Kristina Cooper,
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 2022 collected during budget year 2023 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 2022 collected during budget year 2023. 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 $1,540,000 for 2022 compared to $1,530,000 for 2021. The Fire/EMS Levy fund currently has 9.25 mills which is estimated to generate $11,150,000 for 2022 compared to $6,770,000 for 2021. The resolution would authorize the necessary tax levies to be collected for tax year 2022 collected during budget year 2023 to the Butler County Auditor.

Emergency Provision Explanation:
N/A

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. 2023 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, 2023; 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	360,000.00		0.30	
PARK FUND				
RECREATION FUND				
PARAMEDICS				
FIRE/EMS		11,150,000.00		9.25
TOTAL	1,540,000.00	11,150,000.00	1.29	9.25

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A)	MAXIMUM RATE AUTHORIZED TO BE LEVIED
GENERAL FUND:		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	0.00	0.00
SPECIAL LEVY FUNDS:		
Levy authorized 03/19,1996 Terminated by Resolution 09-00 not to exceed 5 years. 91-N, 96-R (EMS 96/2000)		0.00
Levy authorized by voters on 03/07 ,2000 not to exceed IND years. 83-N (FIRE) 2000 REI	5,600,000.00	4.65
Levy authorized by voters on ,2016 not to exceed years. (FIRE) CONT	3,000,000.00	2.50
Levy authorized by voters on ,2022 not to exceed years. (FIRE) CONT	2,550,000.00	2.10
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		
Levy authorized by voters on ,20 not to exceed years.		

and be it further

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

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

________________________________,________

________________________________,________

________________________________,________

________________________________,________

________________________________,________

________________________________,________

________________________________,_________

Adopted the ________ day of ____________________, 20____.

_____________________ ___________________ ______
PRESIDENT OF COUNCIL

____
CLERK OF COUNCIL

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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.

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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

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City Council Ordinance

Regular Meeting - September 12, 2022

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

Subject:
Hourly Classified Staffing 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. 60-22 and all amendments thereto and declaring an emergency.

Recommendation:
It is recommended that City Council approve this Ordinance for additional staff in the Fire Department, suspending the rules and declaring an emergency.

SYNOPSIS/ BACKGROUND:

City Council previously approved a multi-year plan for the Fairfield Fire Department to expand to an all-full-time staff. This change to the staffing ordinance allows for the ultimate goal of 42 full-time Firefighter/Paramedic positions, 9 Lieutenants and 3 Captains, which would equate to 14 full-time career Fire personnel per unit day. This is a gradual transition and it is expected that this staffing level will not be reached until 2026.

FINANCIAL IMPACT:

Funding for six (6) additional Firefighter/Paramedic positions was under the auspices of the 2022 budget. Necessary funding for additional positions in future years will be made through the annual budget process.

RECOMMENDATION:

It is recommended that City Council approve this Ordinance for additional staff in the Fire Department, suspending the rules and declaring an emergency.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. Hourly Ord 9-12-2022

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. 60-22 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. 60-22 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. 60-22 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

B. Special Appropriations

One (1) Clerk I		21.45-25.20 per hour
Two (2) Clerks (PT)		9.30-19.75 per hour

C. City Council

One (1) Clerk of Council (PT)		30,050-37,502 per annum

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*		36.31-37.80 per hour
One (1) Heating Inspector*		36.31-37.80 per hour
One (1) Electrical Inspector*		36.31-37.80 per hour
One (1) Clerk II		25.95-27.57 per hour
One (1) Clerk I		21.45-25.20 per hour
Three (3) Zoning Inspector/Clerks		25.95-27.57 per hour
One (1) Zoning Inspector/Clerk (PT)		9.30 -19.75 per hour
One (1) Plans Reviewer (PT)		9.30-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)		9.30-37.07 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*		25.95-27.57 per hour
Four (4) Account Clerk I		21.45-25.20 per hour
Three (3) Clerk (PT)		9.30-19.75 per hour

B. Income Tax

One (1) Account Clerk II*		25.95-27.57 per hour
Four (4) Account Clerk I		21.45-25.20 per hour
One (1) Clerks (PT)		9.30-19.75 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
Fifty-One (51) Police Officers*		28.49-43.76 per hour
Ten (16) Dispatchers **/****		24.16-28.15 per hour
Eight (8) Dispatchers (PT)		24.16-28.15 per hour
Four (4) Clerk II***		25.95-27.57 per hour
Four (4) Clerk I		21.45-25.20 per hour
One (1) Body Camera Analyst (PT)		12.00-27.84 per hour
One (1) Animal Control Officer		21.98-25.76 per hour
One (1) Animal Control Officer (PT)		21.98-25.76 per hour
One (1) Park Ranger***		26.77-29.05 per hour
Five (5) Park Rangers (PT)		26.77-29.05 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)		9.30-19.75 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***		37.13-39.46 per hour
Nine (9) Lieutenants**/***(See note below)		33.36-36.52 per hour
FORTY-TWO (42) ~~Thirty (30)~~ Firefighter/Paramedics*/** (See note below)		21.50-33.91 per hour
Seventy-Five (75) Firefighter/EMT (PT)****		17.84-20.20 per hour
Two (2) Safety Inspectors (PT)		12.00-22.00 per hour
One (1) Clerk II		25.95-27.57 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**FIGHTER/PARAMEDIC** ~~personnel for these two (2)~~ positions ~~together~~ will increase by twelve (12) **THROUGH THE YEAR 2026.**~~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		25.95-27.57 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)		9.30-19.75 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

C. Municipal Building Maintenance

One (1) Custodial Worker*		22.93-25.46 per hour
One (1) Maintenance Worker/Laborer**		24.23-33.70 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 **/***		24.23-33.70 per hour
Four (4) Laborers (Temp/PT)		9.30-19.75 per hour
One (1) Clerk II		25.95-27.57 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*		26.82-31.48 per hour
One (1) Clerk II		25.95-27.57 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**		25.95-27.57 per hour
One (1) Clerk I		21.45-25.20 per hour
Five (5) Clerks (PT)		9.30-19.75 per hour
Six (6) Recreation Programmers (PT)		9.30-22.70 per hour
One (1) Farmer's Market Supervisor (PT)		9.30-22.70 per hour
Four (4) Facility Attendants (PT)		9.30 19.75 per hour
Five (5) Cashiers (PT)		9.30-19.75 per hour
Forty (40) Recreation Leaders (PT)		9.30-19.75 per hour

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

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		24.23-33.70 per hour
Sixteen (16) Laborers (Temp/PT)		9.30-19.75 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)		9.30-22.70 per hour
Eight (8) Cashiers (PT)		9.30-19.75 per hour

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)		9.30-22.70 per hour
Two (2) Senior Lifeguards (Temp)		9.30-19.75 per hour
Forty-Four (44) Lifeguards (Temp)		9.30-19.75 per hour
Two (2) Cashiers (PT)		9.30-19.75 per hour

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		25.71-31.94 per hour
One (1) Greenskeeper*		29.90-32.69 per hour
Seventeen (17) Laborers (Temp/PT)		9.30-19.75 per hour
Four (4) Pro Shop Supervisors (PT)		9.30-22.70 per hour
Fifty (50) Cashiers (PT)		9.30-19.75 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		25.95-27.57 per hour
Two (2) Laboratory Technicians ****		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)		9.30-19.75 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		25.95-27.57 per hour
Seventeen (17) Operator/Maintenance Workers*		25.71-35.12 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		9.30-19.75 per hour

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

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)		9.30-19.75 per hour

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

City Council Ordinance
Regular Meeting - September 12, 2022

Submitted by: Kristina Cooper,
Submitting Department: Finance

Subject:
Sidewalk Special Assessment Bond

Legislation Title:
Ordinance providing for the issuance of $38,521.13 of bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

Recommendation:
It is necessary for Council to authorize the issuance of Sidewalk Special Assessment bonds for 2021.
It is recommended that City Council authorize and direct preparation of legislation to authorize the issuance of bonds for the repair of sidewalks against lots that benefited from the improvements. The legislation will require the emergency clause as unpaid assessments were certified to the County Auditor.

Background/Synopsis:
The annual Sidewalk Program required property owners repair sidewalks/aprons that were marked for replacement. Council passed a resolution to authorize the repairs. Invoices were then sent out to the property owners. The outstanding balances will be certified to the County Auditor to be collected with the real estate taxes.
In accordance with State law, the City Council must pass an ordinance to issue bonds for outstanding assessments. The bonds to be issued will be purchased by the City treasury and will carry an interest rate of 3.00%.

Financial Impact:
The sidewalk bonds will be purchased by the City treasury, which is permissible under State law. Debt service payments will be repaid from special assessments placed on the properties for sidewalk and apron repaired by the City and collected with the real estate taxes

Emergency Provision Explanation:
Unpaid sidewalk assessments were certified to the County Auditor and are in the process of being collected with the real estate tax.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. City of Fairfield Fairfield Sidewalk $___________ Legislation (2022 Sidewalk Program)

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, Butler County, Ohio, hereby certifies that the following were the officers and members of council during the period when proceedings were taken authorizing the issuance of $38,521.13 Sidewalk Special Assessment Bonds (2022 Sidewalk Program), dated as of October 1, 2022:

Mayor	Mitch Rhodus
Acting Finance Director	Kristina Cooper
City Manager	Scott Timer
Clerk of Council	Alisha Wilson
Member of Council	Leslie Besl
Member of Council	Tim Meyers
Member of Council	Dale Paullus
Member of Council	Matt Davidson
Member of Council	Gwen Brill
Member of Council	Terry Senger
Member of Council	Adam Kraft
Law Director	John H. Clemmons

Acting Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, clerk of council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified obligation.

Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

The undersigned, being the fiscal officer of the City of Fairfield, County of Butler, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life or period of usefulness of the improvement financed with the proceeds of the sale of $38,521.13 of bonds, for the purpose of providing funds to pay the property owner's share of the cost of sidewalk repair in the City is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is five (5) years pursuant to the special assessment proceedings.

IN WITNESS THEREOF, I have hereunto set my hand this 12th day of September, 2022.

____

Acting Finance Director

ORDINANCE NO. ___-22

PROVIDING FOR THE ISSUANCE OF $38,521.13 OF BONDS BY THE CITY OF FAIRFIELD, OHIO, TO PAY PART OF THE COST OF SIDEWALK REPAIR IN THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, in order to provide for the safety and welfare of the citizens of the City, the City has made certain sidewalk improvements; and

WHEREAS, the fiscal officer of the City has estimated the life of the improvements hereinafter described as at least five (5) years and certified the maximum maturity of bonds as five (5) years pursuant to the special assessment proceedings;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield (herein the "City"), County of Butler, Ohio:

SECTION 1. That it is necessary to issue a bond of the City, in the principal sum of $38,521.13, for the purpose of providing funds to pay the property owner's share of the cost of sidewalk repair in the City under the authority of the provisions of the Ohio Revised Code and the Uniform Public Securities Law thereof.

SECTION 2. That said bond shall be in fully registered form, numbered R-1, shall be dated as of its date of issuance, and bear interest on the outstanding principal amount at the rates per annum set forth on Exhibit A attached hereto and incorporated herein, which the Acting Finance Director has certified to be not in excess of a fair market rate of interest, payable annually on December 1 each year, commencing December 1, 2023, until the principal sum is paid. Said bond shall mature in installments as set forth on Exhibit A on December 1 of each year from 2023 through 2027, inclusive. The principal and interest on said bond shall be payable by check or draft to the registered holder thereof. Said bond shall be designated "Sidewalk Special Assessment Bonds (2022 Sidewalk Program)."

SECTION 3. That said bond shall be executed by the City Manager and Acting Finance Director and shall bear the corporate seal of the City. Said bond shall be payable at the office of the Finance Director, City of Fairfield, Ohio, and shall express upon its face the purpose for which it is issued and that it is issued in pursuance of this ordinance.

SECTION 4. That said bond shall be sold by the Acting Finance Director at par and accrued interest to the Special Assessment Fund of the City, and the proceeds from such sale, except any premium or accrued interest thereon, shall be paid into the proper fund and used for the purpose aforesaid and for no other purpose. Premium and accrued interest, if any, shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on said bond in the manner provided by law.

SECTION 5. That said bond shall be the full general obligation of this City, and the full faith, credit and revenue of this City are hereby pledged for the prompt payment of the same. Any excess funds resulting from the issuance of said bond, shall, to the extent necessary, be used only for the retirement of said bond at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 6. That during the period while the bond runs there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the bond, when and as the same fall due; provided, however, to the extent other City monies, including monies from the levy and collection of special assessments, are available and appropriated for such purpose said tax shall not be levied therefor.

SECTION 7. This council hereby finds and determines that all formal actions relative to the adoption of this ordinance were taken in an open meeting of this council, and that all deliberations of this council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in compliance with the law.

SECTION 8. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such closing certificates, financing statements and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 9. That the firm of Dinsmore & Shohl LLP ("Dinsmore"), is hereby engaged as the City's "bond counsel" pursuant to the engagement letter of Dinsmore on file with the City.

SECTION 10. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said bonds is necessary to provide funds for payment for the improvements hereinabove described, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the "Charter").

SECTION 11. That the Clerk of Council is hereby directed to forward a certified copy of this ordinance to the County Auditor of Butler County, Ohio.

SECTION 12. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED September __, 2022.

____
Clerk of Council

____
Mayor

EXHIBIT A

Date	Principal	Coupon	Interest	Period Total
12/01/23	$7,255.63	3.00%	$1,348.24	$8,603.87
12/01/24	7,473.30	3.00	937.97	8,411.27
12/01/25	7,697.50	3.00	713.77	8,411.27
12/01/26	7,928.42	3.00	482.84	8,411.26
12/01/27	8,166.28	3.00	244.09	8,411.27
Total	$38,521.13		$3,727.81	$42,248.94

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ______ adopted September __, 2022.

____
Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. _____ was filed with the County Auditor of Butler County, Ohio, on _________________, 2022.

____
Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. _______ of the City of Fairfield, Ohio, on _________________, 2022.

____
County Auditor

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Fairfield, Ohio, met in regular session, at _____ _.m., on the ___ day of September, 2022, at 5350 Pleasant Avenue, Fairfield, Ohio, with the following members present:

There was presented and read to Council Ordinance No. _______, entitled:

PROVIDING FOR THE ISSUANCE OF $38,521.13 OF BONDS BY THE CITY OF FAIRFIELD, OHIO, TO PAY PART OF THE COST OF SIDEWALK REPAIR IN THE CITY, AND DECLARING AN EMERGENCY.

M__ __________________ moved to suspend the rule requiring each ordinance or resolution to be read on three different days. M__ _____________________ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

M__ __________________ then moved that Ordinance No. ______ be adopted. M__ _____________________ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted __________________.

CERTIFICATE

The undersigned, clerk of council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the ___ day of September, 2022, to the extent pertinent to consideration and adoption of the above-entitled legislation.

____
Clerk of Council

City Council Ordinance
Regular Meeting - September 12, 2022

Submitted by: Kristina Cooper,
Submitting Department: Finance

Subject:
Supplemental Appropriations

Legislation Title:
Ordinance to Amend Ordinance no. 148-21 Entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022 and ending December 31, 2022." - 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 Capital Improvement Fund	$30,000
To:	40216025-252500-Drainage Improvements	$30,000
From:	Water Revenue Fund	$30,000
To:	60121227-275000-Refunds	$30,000
From:	Unappropriated General Fund	$ 2,850
To:	10011522-221000 – Travel & Training	$ 2,000
To:	10011524-241000 – Office Supplies	$ 850

Financial Impact:
Supplemental appropriations are required in the amount of $62,850. $30,000 from the Unappropriated Capital Improvement fund to correct the account number for the appropriations passed at the August 8, 2022 meeting for the Annual Drainage Program submitted by the Public Works Department. $30,000 from the Water Revenue fund to cover additional refunds to water customers. Various large refunds caused a need for an increase to that line item. $2,850 from the Unappropriated General Fund to cover additional expenses for the Mayor’s Office.

Emergency Provision Explanation:
These supplemental appropriations will allow for water refunds be paid timely.

Rule Suspension Requested:
Yes

Emergency Provision Needed:

Yes

Attachments:

1. Supplemental Appropriations-Ord

ORDINANCE NO. ___________

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

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

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

From:	**Unappropriated General Fund**	**$2,850**
To:	10011522-221000 Travel & Training	$2,000
To:	10011524-241000 Office Supplies	$850
From:	**Unappropriated Capital Improvement Fund**	**$30,000**
To:	40216025-252500 Drainage Improvements *(Annual Drainage Program 2PW04)*	$30,000
From:	**Water Revenue Fund**	**$30,000**
To:	60121227-275000 Refunds	$30,000

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

Passed ____________________ ___________________________________

Mayor's Approval

Posted ____________________

First Reading ____________________ Rules Suspended ________________

Second Reading ____________________

Third Reading ____________________

ATTEST:

____

Clerk of Council

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

____

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Non-Contractual 9-12-Ord

FAIRFIELD
OHIO

City Council Ordinance
Regular Meeting - September 12, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."

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

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

$96,462 for the purchase and outfitting of two police vehicles

Financial Impact: $96,462.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Contractual 9-12-Ord

ORDINANCE NO. ___________

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

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

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

From:	**Unappropriated Capital Improvement Fund**	**$96,462**
To:	40216025-253100 Automotive Equipment *Replacement of Staff Vehicles (2FT74)*	$96,462

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\2022\Contractual 9-12-Ord

City Council Ordinance
Regular Meeting - September 12, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Non-Contractual Appropriations

Legislation Title:
Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."

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

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

$9,000 for Water Division Production Well Maintenance;
$24,809 for Public Works Facility Upgrades;
$45,000 for engineering services for Wastewater Treatment Plan project;
$14,000 for Wastewater Division Concrete Improvements.

Financial Impact: $92,809.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.091222
2. NonContractual 9-12-Ord

City Council Information Item

Regular Meeting - September 12, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Water Division Production Well Maintenance

Legislation Title:
Water Division Production Well Maintenance

Background/Synopsis:

Fairfield’s Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six raw water / ground water production wells to supply water to its Water Treatment Plant.

This funding request is to perform flow testing of the production wells and for the replacement of a drain back valve for Well #4. Flow testing is performed to measure pumping efficiency of the production wells in order to forecast preventative maintenance. A drain back valve is utilized to drain a production well when the well is not in use. The drain back valve for Well #4 has failed and is need of replacement.

Water Division Staff recommends using National Water Services to perform the work per the attached cost estimates.

Financial Impact:

An appropriation in the amount of $9,000.00 is being requested for flow testing of the City’s 6 production wells and for the replacement of a drain back valve for Well #4.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project number 2WT01, Maintain Raw Water Production Wells. The funding source is the Water Surplus Fund (605).

Attachments:
1. 07262234_Fairfield 2022 Well Field Flow Testing (07.27.22)
2. 08052210_Fairfield Well 4 DrainBack Valve (08.05.22)

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

July 26, 2022

City of Fairfield
5021 Groh Lane
Fairfield, OH. 45014
Attn: Jason Hunold

Subject: 2022 Well Field Flow Testing Quote #: 072622-34

Mr. Hunold

National Water Services, LLC (NWS) is pleased to provide the following proposal for the 2022 flow testing for your well field consisting of 6 wells (#2, #4, #5, #6, #7, #8). The following scope of work is as follows:

General Assumptions

- The Owner Will Assist with Any Necessary Isolating Valve Operation
- The Owner Will Assist with Any Necessary Lockout Tagout Procedures (LOTO)
- The Owner Will Coordinate Discharge Points For Flow Testing Water
- The Owner Will Coordinate Flow Testing Schedule With Baseball League For Well #8
- The Owner Will Coordinate Electrical Support If Necessary For Amperage Readings

Scope of Work

- Mobilize Men & Equipment
- Stage Necessary Equipment & Materials for Flow Testing
- Perform 1-hr Step Draw Down Test At Three (3) Increasing Rates Held At 20 Minutes Each
- Stage Splash Pad Materials
- Compile Field Data Information
- Demobilize Men & Equipment
- Issue Final Maintenance Recommendations Reports

To complete the provided scope of work the sum of $4,200.00 is provided for your consideration. National Water Services, LLC appreciates the opportunity to provide the City of Fairfield with this proposal. Should you have any questions, please feel free to contact me at a time of your convenience on my cell phone at (513) 910-2630.

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

Sincerely,

National Water Services, LLC

Matt Barnes

Matt Barnes, Operations Manager

Attachments

- Site Map
- Site Photographs
- Preventative Maintenance Service Flyer

ACCEPTANCE

The work as described and the stated price(s) are satisfactory and payment will be made according to the terms. This quotation/proposal is hereby accepted and the work is authorized. Pricing Valid for 30 Days.

Sign ____________________ Position ____________________

Print ____________________ Date ____________________

P O # ____________________

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

Project Site Maps

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

Project Photographs

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

Preventative Maintenance Service

Annual Preventative Maintenance Programs (PMP's) are a low-cost effective way to help manage a water system's assets and ensure efficient operation. PMPs help avoid unwanted costly emergency repairs and aid in maintenance planning. National Water Services has the tools and technical expertise to help design and manage a PMP tailored to meet your facility's needs.

PUMP PREVENTATIVE MAINTENANCE PROGRAMS

To effectively convey water, it is imperative to keep pumping equipment operating efficiently. PMP checks establish baseline data for equipment maintenance evaluations. This data allows for asset management evaluations to be made on the pumping unit's current operating condition. This allows for evaluations to be made against historical trends, helping avoid total equipment failure, resulting in lower maintenance repair costs, unwanted equipment outages and assists in maintenance coordinating.

WELL PREVENTATIVE MAINTENANCE PROGRAMS

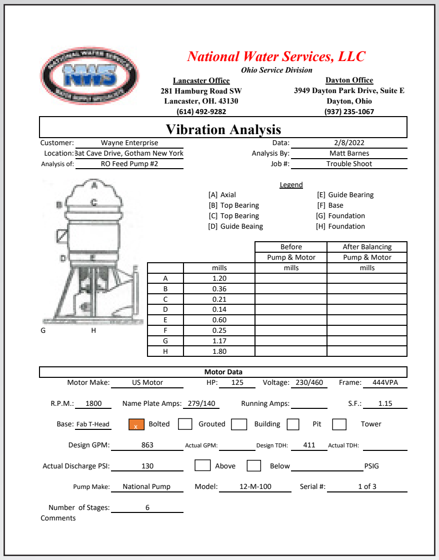
Water wells are the foundation of many systems. Unlike mechanical equipment there are chemical and biological factors in addition to physical wear experienced throughout a well's service life. By compiling annual data, it will help extend the service life not only structurally, but the water quality it supplies. Well PMP's can help avoid costly structural repairs, lengthens rehabilitation cycles, and aids in maintenance budgeting/planning.

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

Preventative Maintenance Service

ANALYTICS & DATA COLLECTION

- Vibration Analysis
- Pressure Check Evaluations
- Amperage & Voltage Readings
- Lubrication Checks & Recording
- Pump Performance Curve Evaluation
- Overboard & Inline Flow Testing (Wells & Pumps)
- Rossum Sand Testing
- Water Quality Analysis & Interpretation
- Downhole Color Camera Inspections



National Water Services, LLC

Ohio Service Division

Lancaster Office
281 Hamburg Road SW
Lancaster, OH. 43130
(614) 492-9282

Dayton Office
3949 Dayton Park Drive, Suite E
Dayton, Ohio
(937) 235-1067

Vibration Analysis

Customer: Wayne Enterprise
Location: Bat Cave Drive, Gotham New York
Analysis of: RO Feed Pump #2
Data: 2/8/2022
Analysis By: Matt Barnes
Job #: Trouble Shoot

Legend

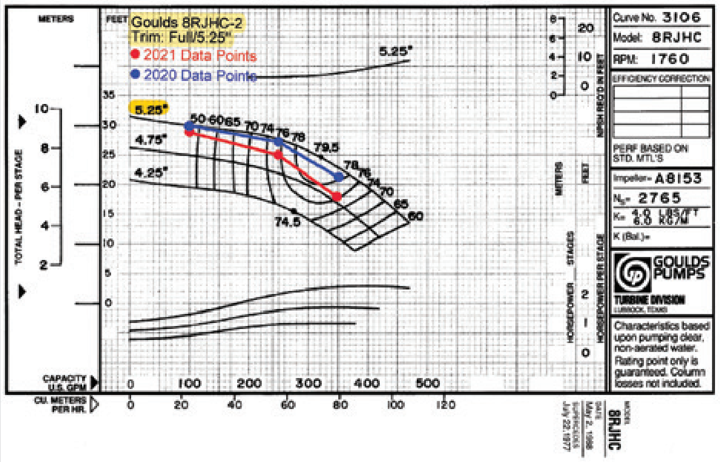
[A] Axial
[B] Top Bearing
[C] Top Bearing
[D] Guide Beaing
[E] Guide Bearing
[F] Base
[G] Foundation
[H] Foundation

		Before	After Balancing
		Pump & Motor	Pump & Motor
	mills	mills	mills
A	1.20		
B	0.36		
C	0.21		
D	0.14		
E	0.60		
F	0.25		
G	1.17		
H	1.80		

Motor Data

Motor Make: US Motor
HP: 125
Voltage: 230/460
Frame: 444VPA
R.P.M.: 1800
Name Plate Amps: 279/140
Running Amps: ______
S.F.: 1.15
Base: Fab T-Head ☒ Bolted ☐ Grouted ☐ Building ☐ Pit ☐ Tower
Design GPM: 863
Actual GPM: ______
Design TDH: 411
Actual TDH: ______
Actual Discharge PSI: 130 ☐ Above ☐ Below ______ PSIG
Pump Make: National Pump
Model: 12-M-100
Serial #: 1 of 3
Number of Stages: 6
Comments

**NWS will provide professional reports outlining annual findings, historical data comparisons along with recommendations for each asset in the PMP.*



Continued Growth Built on Solutions

Corporate Office
524 NE Third Street
Paoli, IN 47454
(812) 723-2108

Dayton Office
3949 Dayton Park Drive
Suite E
Dayton, OH 45414
(937) 235-1030

Lancaster Office
281 Hamburg Road SW
Lancaster, OH 43130
(614) 492-9282

Lawrenceburg Office
107 Helton Drive
Lawrenceburg, TN 38464
(931) 762-7548

Louisville Office
3954 ½ Cane Run Road
Louisville, KY 40211
(502) 893-4405

Westover Office
10092 Highway 280
Westover, AL 35147
(205) 678-0990

www.national-water.com

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

August 5, 2022

City of Fairfield
5021 Groh Lane
Fairfield, OH. 45014
Attn: Jason Hunold

Subject: Well #4 Drain Back Valve Replacement Quote #: 080522-10

Mr. Hunold

National Water Services, LLC (NWS) is pleased to provide the following proposal for the replacement for the drain back valve on Well #4. The following assumptions and scope of work are as follow:

General Assumptions

- The Owner Will Assist with Any Necessary Isolating Valve Operation
- The Owner Will Assist with Any Necessary Lockout Tagout Procedures (LOTO)
- The Owner Will Provide Necessary Excavation Support Services
- The Owner Will Provide Any Necessary Shoring If The Excavation Cannot Be Benched Back Safely
- The Owner Is Responsible For Any Necessary Site Restoration

Scope of Work

- Mobilize Men & Equipment
- Expose Drain Back Line with Support From Owner
- Locate Drain Back Line & Confirm Pipe Size & Necessary Fittings
- Install New ¾-Inch Drain Back Valve & Adaptor Fittings
- Confirm Operation/Leak Test with Support From Owner
- Demobilize Men & Equipment

To complete the provided scope of work the sum of **$4,595.00** is provided for your consideration. National Water Services, LLC appreciates the opportunity to provide the City of Fairfield with this proposal. Should you have any questions, please feel free to contact me at a time of your convenience on my cell phone at (513) 910-2630.

Sincerely,

National Water Services, LLC

Matt Barnes

Matt Barnes, Operations Manager

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

ACCEPTANCE

The work as described and the stated price(s) are satisfactory and payment will be made according to the terms. This quotation/proposal is hereby accepted and the work is authorized. Pricing Valid for 14 Days.

Sign ____________________ Position ____________________

Print ____________________ Date ____________________

P O # ____________________

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

City Council Ordinance

Regular Meeting - September 12, 2022

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
Public Works Facility Upgrades

Legislation Title:
Public Works Facility 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 $24,809 from the Capital Improvement Fund for this project.

Background/Synopsis:
This request is for the exterior pressure washing and painting of the high bay south wall of the Public Works Facility due to paint peeling and spalling . This request also includes necessary repairs to the truck wash and truck barn 3 overhead doors.

Financial Impact:
$24,809 ($10,015 for painting of the high bay south wall + $4,794 for the repairs to the overhead doors + $10,000 for Public Works Facility repairs and upgrades and contingencies) from the Capital Improvement Fund.

This project is listed in the 2022 CIP as # 2PW54 Public Works Facility Upgrades ($50,000).

Emergency Provision Explanation:
N/A

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. City of Fairfield ops 08-01-22 Overhead Door
2. Est_1084_from_CDA_PROPERTIES_LLC_10816
3. Est_1085_from_CDA_PROPERTIES_LLC_10816

Overhead Door Company Of Greater Cincinnati
Overhead Door of Greater Cincinnati
9345 Princeton-Glendale Road
Hamilton, Ohio 45011
Phone (513) 645-1261
Fax: (513)645-1250

The Genuine. The Original.
OVERHEAD DOOR®

Proposal #: 1-4827
Q 5309

PROPOSAL SUBMITTED TO: City of FF			Date 8/1/2022	Attention Brian
STREET 8870 N Gilmore			Job Name City of FF	
City FF	State OH	ZipCode	Job Location FF	
Phone Number 404-2405	Fax Number		Job Phone 404-2405	

ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	MOUNTING	JAMB TYPE
1	1	RSX-J	14	14			115V 1/2HP		
2	1	RHX	14	14			3/4HP 3PH		

FURNISH AND INSTALL:
RSX models are available in RSX Trolley, Center-mount Trolley and Dual Trolley for Sectional, and RSX Jackshaft with and without hoist for Rolling Steel.

All RSX Standard Duty models are available in Single phase 115vac, 208vac, 230vac, Three phase 208vac, 230vac, 460vac, and Three phase 575vac; 1/2, 3/4 and 1 Hp, Open, Drip Proof (ODP) continuous duty (60 cycles per hour at peak usage), Totally Enclosed Non Ventilated Motor (TENV), Totally Enclosed Fan Cooled Motor (TEFC), and NEMA 4 and 4X with enclosed brake and sealed electrical box.

Trolley models are available with or without brake on ½ hp models. Sidemount and Centermount direct couple to the door shaft with or without hoist. Hoist models are left hand or right hand. The RSX Trolley will operate Standard Lift Doors, and the Sidemount series will operate Lift Clearance and Vertical Lift Sectional Doors up to 24' high with a maximum weight of 1120 lbs for 1/2hp, 1370 lbs for 3/4 hp, and 1620 lbs for 1 hp. Trolley Rails for door heights up to 12' are standard.

Rolling Steel models are available with or without hoist, front of hood, top of hood, wall- mount. Hoist models are left hand or right hand. The Rolling Steel series will operate Rolling Steel doors up to 24' high and with a maximum weight of 998 lbs for 1/2hp, 1220 lbs for 3/4 hp, and 1440 lbs for 1 hp

New electrical and mechanical features for all models include:

Easy limit setting with Limit Lock™ - a patent pending electro/mechanical limit sensor that makes it easy to set and maintain limits.
Voltage freedom with Voltamatic™ - one unit for single phase voltages (115/208/230V), one unit for three phase voltages (208/230/460V) and one unit for three phase 575V.
Extra door system durability with Progressive Braking - DC brake system brings the door to a soft stop for less wear and tear on the system.
Control system features a delay on reverse operating protocol
Easy installation and trouble-shooting with Einstein Logic™ - intelligent menu structure and expanded self-diagnostics
Extra safety and security with Advanced Radio Receiver System – stores up to 250 CodeDodger® transmitters including the new commercial dual frequency cycle versions
Primary reduction is Super Belt™ with automatic tensioning (secondary reduction is by chain and sprocket)
RSX operator comes with a Two Year Limited Warranty

RHX models are available in RHX Trolley, Center-mount Trolley and Dual Trolley for Sectional, and RHX

Jackshaft with hoist for Rolling Steel.

All RHX Heavy Duty models are available in Single phase 115vac, 208vac, 230vac, Three phase 208vac, 230vac, 460vac, and Three phase 575vac; 1/2, 3/4 and 1 Hp, Open, Drip Proof (ODP) continuous duty (60 cycles per hour at constant usage), Totally Enclosed Non Ventilated Motor (TENV), Totally Enclosed Fan Cooled Motor (TEFC), and NEMA 4 and 4X with enclosed brake and sealed electrical box.

Some of the exciting new Ribbon exclusive RHX features you will want to promote:

16 Character Display – an intelligent menu structure and expanded self-diagnostics that goes far beyond just an LED light indicating system status.

Voltamatic™ – another industry exclusive technology which combines all single phase voltages into one single phase unit; all three phase voltages into one three phase unit and a separate three phase 575 V unit.

DC Disc Progressive Braking – an exclusive technology that brings the door system to a smooth stop for less wear and tear on the system.

Limit Lock™ - a patent pending electro/mechanical limit sensor that makes it easy to set and maintains limits – even from the floor!

True gear head system – this system's primary drive reduction is via worm gear running in oil bath, which provides reliable operation.

And finally, an on-board Radio Receiver System that allows up to 250 CodeDodger® Transmitters. These transmitters can be tracked by the menu system, letting the facility manager know which transmitter has last operated the door. Transmitters can be added or removed individually via the 16 character display.

PROPOSAL TO INCLUDE THE FOLLOWING:
Item 1 above to feature the following: $2,111.00 for the barn door
- (1) Photo eye NEMA 4X Commercial Thru Beam (OPAKPEN4GX.S).

Item 2 above to feature the following: $2,683.00 truck wash
- (1) Photo eye NEMA 4X Commercial Thru Beam (OPAKPEN4GX.S).
- (1) Ext operator cover. Prime Steel, mnt instr for bench, wall, front/top of ho.

Pat seems to think that the existing drawbar operator will be sufficient. We can adjust the springs so it can be easily picked up once disconnected. He also said to put a new drawbar operator up would need a chain hoist with disconnect on the side. He said this set up can tear doors up if not done right costing more money. We don't use these at all because of that fact.

Figured as tax exempt.

Thank you.

We hereby propose to complete in accordance with above specification, for the sum of:

Four Thousand Seven Hundred Ninety Four Dollars and No Cents 4,794.00

Signature ______________________________
J. Gregory Smith Commercial Service/Sales Direct Dial: (513)645-1261

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included.Purchaser agrees that doors shall remain in Seller's posession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. There shall be a 1 1/2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: ______________________________

Signature ______________________ Title ______________ Date of Acceptance ______________

CDA PROPERTIES.
P.O. BOX 415
Seven Mile OH 45062
513-523-4088

Estimate

Date	Estimate #
8/10/2022	1084

Name / Address

City of Fairfield
Attn: Brian Rose
8870 North Gilmore Rd.
Fairfield, OH 45014

Description	Total
PUBLIC WORKS BUILDING EXTERIOR MAINTENANCE ON UPPER END WALL 1) Pressure Wash and Scrape Peeling Are's in Designated Area by Mr. Rose. (Next to Smoke Stack) 2) Paint Affected Area's with Color to Match PLEASE NOTE: 60 ft. Articulating Lift Truck will be Necessary and Provided by CDA Properties.	4,300.00

Thank you for this opportunity to service the City of Fairfield!	**Total**	$4,300.00

Phone #
513-523-4088

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

CDA PROPERTIES.

P.O. BOX 415
Seven Mile OH 45062
513-523-4088

Estimate

Date	Estimate #
8/10/2022	1085

Name / Address
City of Fairfield Attn: Brian Rose 8870 North Gilmore Rd. Fairfield, OH 45014

Description	Total
PUBLIC WORKS BUILDING	
	5,850.00
EXTERIOR MAINTENANCE ON LOWER END WALL	
1) Pressure Wash to Remove Surface Dirt	
2) Paint Corner to Corner with Matching Paint	
3) Paint Letters/Words on Sign	
4) Paint Down Spouts	
PLEASE NOTE: A 60 ft Articulating Lift Truck Stop will be Provided by CDA Properties to Complete Job for 1 Week	

Thank you for this opportunity to service the City of Fairfield!

Total $5,850.00

Phone #
513-523-4088

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

City Council Information Item

Regular Meeting - September 12, 2022

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Appropriation for engineering services for wastewater treatment plant project

Legislation Title:
Appropriation for engineering services for wastewater treatment plant project

Background/Synopsis:

The City's Wastewater Treatment Plant (WWTP) discharges into a narrow channel adjacent and parallel to the Great Miami River, which ultimately flows into the Great Miami River approximately 2,500 ft south of the WWTP. At one time the plant discharged directly into the main channel of the Great Miami River. Due to the west-ward movement of the river channel over time, the City abandoned the original outfall in the 1970's and established the current WWTP discharge location.

The city's largest raw water supply production wells are located adjacent to the narrow channel receiving the wastewater discharge. Due to concerns with potential residual compounds in the wastewater effluent impacting existing / future production wells, as well as changing regulatory requirements, City staff is interested in evaluating alternative configurations and discharge points for the WWTP outfall.

Engineering support services are needed to assess the current discharge location relative to the wellfield and develop potential alternatives, and to evaluate any applicable federal and state permitting/regulatory challenges associated with the situation.

City staff recommends HDR Engineers be used to provide the technical and engineering services necessary for this project. A proposal for the work is attached for Council review.

Financial Impact:

An appropriation in the amount of $45,000.00 is being requested for engineering services for this Wastewater Treatment Plant study. Funding for this project is included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WW15 – Effluent Pipeline. The funding source is the Sewer Replacement and Improvement Fund. Additional funds, as needed, may be redirected from project 2WW01.

Attachments:

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

1. Proposal_Fairfield WWTP Outfall Alternatives Evaluation_2022.05.25

Proposal for Engineering Services

Wastewater Treatment Plant Outfall Improvements Alternatives Evaluation

City of Fairfield, Ohio

May 25, 2022

May 25, 2022

Mr. Adam Sackenheim
Public Utilities Director
City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Subject: Project and Scope Fee
Wastewater Treatment Plant Outfall Improvements Alternatives Evaluation
City of Fairfield
Proposal for Engineering Services

Dear Mr. Sackenheim:

In response to our discussion on May 6, 2022, HDR Engineering, Inc. (HDR) is pleased to submit the following proposal to provide a screening evaluation for improvements to the City of Fairfield wastewater treatment plant (WWTP) outfall. The project considers WWTP effluent relative to the well field, evaluates effluent discharge options, documents key issues, and provides recommendations in a phased approach. The following proposal contains the proposed services, schedule, and fee estimate.

Project Approach and Basis of Proposal

The plant currently discharges into a narrow channel adjacent and parallel to the Great Miami River, that is within the overall river channel, and ultimately discharges to the Great Miami River approximately 2,500 ft south of the WWTP. The river is shifting west away from the WWTP. At one time the plant discharged directly into the main channel of the Great Miami River. Concrete within the river channel and west of the plant suggest an abandoned WWTP discharge location directly west of the plant. The plant discharge permit shows Great Miami River. The abandoned outfall and river movement resulted in the current WWTP discharge location.

The city's largest production wells are located adjacent to the narrow channel receiving the wastewater discharge. See graphic below. Potential residual pollutants in the wastewater effluent may create a future risk to these production wells.

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

Description of Tasks

This evaluation provides an assessment of the current discharge location relative to the wellfield and development of potential alternatives through four tasks as listed below.

- Task 1: Site assessment
- Task 2: Alternatives development
- Task 3: Permit needs
- Task 4: Deliverables

This memorandum details the tasks and includes associated schedule and budget estimates.

TASK 1: SITE ASSESSMENT

Task one provides for a review of flow rates and pollutants for both the WWTP discharge and the production wells. The city will provide flow and water quality data for both the wastewater treatment plant effluent and the nearby production wells. The city participates in a regional monitoring network of 48 monitoring wells. The assessment will review the monitoring well locations and sampling data relative to the wellfield and the effluent flows.

In conjunction with the data review, HDR will review ODNR and city provided detail on the wellfield capture zone and depth of groundwater intake. ODNR provides the following for the wells nearest to the WWTP.

Well 389524 [ODNR Water Wells (ohiodnr.gov)]

Well 577833 [ODNR Water Wells (ohiodnr.gov)]

Lithology appears to be sand and gravel to the ground surface, which is highly permeable and subject to effluent entering the aquifer. The capture zone from the wells is most likely beneath the WWTP outfall channel, and considering the length of the channel, there is opportunity for effluent to infiltrate into the aquifer through the highly permeable sand and gravel.

To evaluate this risk, HDR will:

1. Confirm production wells are within an aquifer that is hydrologically connected to the narrow channel.
2. Assess the potential for impact to the wells.
3. Review sample data from the production wells for PFAS and other pollutants of concern.
4. Review the subsurface conditions, seasonal drawdown, and recharge of the aquifer.

TASK 2: ALTERNATIVES DEVELOPMENT

HDR will develop a minimum of two alternatives to address the risk of effluent discharge infiltration into the aquifer. Alternatives include:

1. New alignment – Revise the WWTP outfall to discharge more directly into the main channel. Design considerations include reconstruction of the outfall through the gravel/sand bar along the river bank and related deposition and erosion along the bank.
2. Current discharge alignment – Keep the outfall alignment similar to the current location and provide for protection of infiltration. Design considerations include piping, channel lining, or other means of creating an impermeable barrier.

HDR will summarize the concepts developed with graphics, description, and challenges/benefits for each alternative. HDR will include a class 5 cost estimate of each alternative. This task does not include site survey or geotechnical investigation (borings) but will identify the need for future activities related to each alternative.

TASK 3: PERMIT NEEDS

The City of Fairfield WWTP outfall reconstruction requires a desktop review of the potential permitting requirements for the project. Potential required permits and evaluations include but are not limited to, floodplain construction permitting, wetland identification, threatened and endangered species evaluation, and existing NPDES permit modification. A desktop review of the potential for the outfall relocation to impact the existing wellfield, including a review of existing wellfield capture models for the new outfall location will also be performed. The desktop review will also include research of potential permitting and notification requirements for local, state, and federal agencies regarding potential permitting requirements, including the Ohio EPA, Ohio Department of Natural Resources, Miami Conservation District, Butler County Soil and Water Conservation District, Butler County Health Department, and the US Army Corp of Engineers Louisville District.

TASK 4: DELIVERABLES

Deliverables for this project include a limited risk-informed feasibility workshop to review the findings of Tasks 1 through 3 and consider risks associated with each of the alternatives. The workshop participants will include subject matter experts from various disciplines. A minimum of three HDR technical staff will attend this workshop in person and others will join virtually as needed. The objective of the workshop will be to identify risk drivers (risk register) and also opportunities for improvements to the considered alternatives. HDR will document the

Attachment: NonContractualAppropriations.091222 (3313 : Non-Contractual Appropriations)

workshop findings and make necessary modifications to the considered alternatives. HDR will document and summarize the findings of the project within a technical memorandum.

HDR will develop Class 5 opinions of construction cost for each of the alternatives, including long term operation and maintenance cost estimates for a life cycle cost analysis.

Technical Documents – HDR will provide the City of Fairfield with electronic versions of a technical documents detailing the results of this task. Technical documents may include memoranda, emails, slides, or presentations of the following information:

- Initial assessment of problem areas and potential issues in the vicinity
- Summary of baseline conditions
- Overview of potential alternatives
- Summary of recommendations specific to the area
- Planning level cost estimates
- Technical Memorandum – draft and final

Additional Services

The following tasks are not included in the current scope of work. If requested, HDR can prepare a proposal for additional tasks including:

- Site survey and geotechnical borings
- Outfall structural analysis and design
- Detailed design
- Hazardous materials analysis

City of Fairfield Responsibilities

- Provide record plans for the existing wastewater treatment plant
- Provide flow and water quality data

Schedule and budget estimate

HDR proposals is schedule of 10 weeks and an effort of about 250 hours of HDR staff time. We propose a lump sum price of $45,000.

We are excited to work with you to evaluate improvements to the plant outfall and bring a wide rand of related expertise as the project evolves. Please contact me with any questions or need for further discussion.

Sincerely,
HDR Engineering, Inc.

Gregory L. Stacy, PE, PMP
Project Manager
513-908-1723

FAIRFIELD
OHIO

City Council Information Item

Regular Meeting - September 12, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Wastewater Division Concrete Improvements

Legislation Title:
Wastewater Division Concrete Improvements

Background/Synopsis:

The request is for an appropriation necessary to make miscellaneous concrete repairs and improvements at the City's Wastewater Treatment Plant and Wastewater Collection Broadview Pump Station.

Concrete work will be performed by Prus Construction under the existing City contract and administered by Fairfield's Public Works Department. Public Works' inspectors will oversee contractor performance to verify concrete work is performed in accordance with City standards.

Financial Impact:

An appropriation in the amount of $14,000.00 is being requested for miscellaneous concrete repair work for the City's Wastewater Division.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WW07, Wastewater Div. Concrete/Masonry. The funding source is the Sewer Replacement Fund, 623.

ORDINANCE NO. ___________

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

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

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

From:	**Unappropriated Capital Improvement Fund**	**$24,809**
To:	40116025-252000 Improvements Other Than Building *(Public Works Facility Upgrades 2PW54)*	$24,809
From:	**Unappropriated Capital Improvement Fund**	**$17,534**
To:	40216025-253200 Capital Equipment *(Capital Equipment 2FD01)*	$17,534
From:	**Unappropriated Water Surplus Fund**	**$9,000**
To:	60516025-252000 Improvements Other Than Building *(Maintain Raw Water Production Wells 2WT01)*	$9,000
From:	**Unappropriated Sewer Replacement & Improvement Fund**	**$59,000**
To:	62316025-252000 Improvements Other Than Building *(Effluent Pipeline Project 2WW15 ($45,000); Miscellaneous Concrete Repair Work 2WW07($14,000))*	$59,000

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:

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Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Non-Contractual 9-12-Ord