

Steve Miller
Mayor

Ron D'Epifanio
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Craig Keller
Council Member, 2nd Ward

Debbie Pennington
Council Member, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, AUGUST 12, 2019 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 - 2020 Census Preview

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

- a. Fire Lieutenant Oath of Office - Lt. Joe Byers
- b. Ron D'Epifanio's Scooby Doo's, Therapeutic Recreation Adult Softball League, Joe Nuxhall Miracle Fields
- c. Proclamation - Joshua Higgins & Greg Uhler
- d. YMCA Update - Ed O'Brien, Fairfield Family YMCA Branch Executive Director

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

- a. Regular Meeting held July 8, 2019

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Debbie Pennington, Vice Chair; Craig Keller, Member

B. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Craig Keller, Chair; Bill Woeste, Vice Chair; Debbie Pennington, Member

D. PUBLIC SAFETY COMMITTEE

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

E. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

F. PUBLIC UTILITIES COMMITTEE

Debbie Pennington, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

11. NEW BUSINESS

A. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

1. Resolution approving the Ward Boundary Review Commission Report and recommendation to make no changes to the boundaries of the four wards and amend the City Charter to require a decennial review.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
2. Ordinance to authorize the City Manager to execute the Cooperation Agreement for the Butler County CDBG Entitlement Program for the program years 2020-2022 and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PUBLIC SAFETY COMMITTEE

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Absana, LLC, 5059 Camelot Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

C. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

1. Ordinance to authorize an agreement with the Ohio Director of Transportation for Bridge Inspection Services and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Lebanon Ford, Inc. for the purchase of two (2) staff vehicles for the Police Department.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC UTILITIES COMMITTEE

Debbie Pennington, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

1. Ordinance to authorize the City Manager to enter into a contract with Mohon Blastings & Coatings to repaint WTP Clarifier #4 in 2019, with City option to contract with Mohon Blastings & Coatings to repaint Clarifier #3 in 2020.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Smithcorp, Inc. for the Seward Road Water Main Replacement Project and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into a contract with TOMCO2 Systems for the replacement and upgrade of the Carbon Dioxide Storage and Gas Feed System at the City's Water Treatment Plant and declaring an emergency.
 - Motion - Read by Title Only (Optional)

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

E. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

1. Ordinance to amend Section 163.01 of Chapter 163, Employee Provisions, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. An ordinance determining to reduce and recertify special assessments levied for the purpose of constructing certain improvements and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance levying special assessments for the repair of sidewalks (including aprons) in the City of Fairfield, Ohio and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to authorize the City Manager to enter into a services agreement with Creative Microsystems, Inc DBA Civica for an Authority Tax System for use by the Income Tax Division and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
5. Ordinance to Amend Ordinance no. 127-18 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, 2019 and ending December 31, 2019." - Supplemental Appropriations - Transfers of Monies
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

6. Ordinance to amend Ordinance No. 127-18 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, 2019, and ending December 31, 2019.”

Contractual Appropriations: \$475,000 for carbon dioxide storage and gas feed system replacement and upgrade; \$860,000 for Seward Road water main replacement project; \$200,000 for re-painting existing water treatment plant clarifier #4; \$79,422 for purchase of two (2) police vehicles; \$50,000 for Income Tax software.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

7. Ordinance to amend Ordinance No. 127-18 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, 2019, and ending December 31, 2019.”

Non-Contractual Appropriations: \$49,600 for 2019 Parking Lot Maintenance Program; \$57,670 for Information Technology Hardware Purchase (multiple vendors); \$19,978 for Kay Drive BPS electrical upgrades; \$7,820 for Lime Slaker SCADA Integration; \$5,400 for Mack Tank pressure washing; \$49,000 for Municipal and Municipal Annex Professional Architectural and Engineering Services; \$32,750 for Parks Facilities Renovations; \$23,000 for RAS Pump #3 Replacement; \$19,914 replace HVAC at Municipal Annex Building; \$4,215 for server cabinet; \$15,625 for Village Green WiFi; \$24,000 for Wastewater Division SCADA Upgrades; \$7,000 for Water Division Lab Autoclave replacement; \$15,253 for Water Treatment Plant SCADA Upgrades; \$11,250 for Golf Course Maintenance and Improvements; \$55,000 for Carbon Dioxide Storage and Gas Feed System (multiple vendors); \$20,000 Clarifier #4 Inspection Services.

- Motion - Read by Title Only (Optional)
- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

12. MEETING SCHEDULE

- A. Monday, September 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, September 23 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Tuesday, October 15 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
July 8, 2019**

Council-Manager Briefing

A. 6:00 PM - Municipal Building Security

Mayor Miller called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Craig Keller, Debbie Pennington, Tim Abbott, Ron D'Epifanio and Bill Woeste. Councilmember Chad Oberson arrived at 6:40 PM.

Staff members present: Mark Wendling, Dan Wendt, Scott Timmer, Carol Mayhall, Steve Wolterman, Dave Butsch, Brian Roase, Greg Kathman, Steve Maynard, Matt Young, Tiphannie Howard and Alisha Wilson.

City Manager Mark Wendling presented a brief overview of the building security update plan for the Municipal Building and Annex Building. He indicated that it would be a couple of years to finalize the plans, however, with Council approval, he would like to move forward on the first steps this year. Council agreed that the plan should move forward and the building security should be updated. The briefing moved to Council Chambers at 6:30 PM.

B. 6:30 PM - Animal Control Review

City Attorney Steve Wolterman gave an update on the proposed changes to the Animal Control Ordinance. The changes will bring the city's ordinance in line with the state revisions. Most notably, it will remove the breed-specific ban on pit bulls and replace it with a vicious dog definition.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Ron D'Epifanio led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Ron D'Epifanio	Council Member at Large	Present	
Chad Oberson	Council Member at Large	Present	
Bill Woeste	Council Member at Large	Present	
Leslie Besl	Council Member, 1st Ward	Present	
Craig W. Keller	Council Member, 2nd Ward	Present	
Debbie Pennington	Council Member, 3rd Ward	Present	
Tim Abbott	Council Member, 4th Ward	Present	
Steve Miller	Mayor	Present	

Agenda Modifications

None.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Pennington, moved for Executive Session to discuss employment of a public official, purchase of property and imminent court action. Motion carried 7-0.

Special Presentations and Citizen Comments

a. Oath of Office - Sergeants Michael Woodall and Kevin Harrington

Councilmember Ron D'Epifanio administered the Oath of Office for Sergeants Michael Woodall and Kevin Harrington.

Public Hearing(s)

2020 Tax Budget Public Hearing

The 2020 Tax Budget Public Hearing opened at 7:10 PM. There were no public comments. The hearing closed at 7:10 PM.

Approval of Minutes

a. The Regular Meeting Minutes of June 10, 2019 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Leslie Besl, Chair; Debbie Pennington, Vice Chair; Craig Keller, Member

Development Services Committee

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

Parks, Recreation and Environment Committee

Craig Keller, Chair; Bill Woeste, Vice Chair; Debbie Pennington, Member

Public Safety Committee

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

Public Works Committee

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

Public Utilities Committee

Debbie Pennington, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Finance & Budget Committee

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

Minutes Acceptance: Minutes of Jul 8, 2019 7:00 PM (Approval of Minutes)

NEW BUSINESS

Development Services Committee

Bill Woeste, Chair; Tim Abbott, Vice Chair; Ron D'Epifanio, Member

Motion to Read by Title Only

Motion to read two ordinances by title only.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement, which will provide property tax incentives for Palmer Grant Corporation and Calvary Industries, Inc., to include an expansion to its existing facility located at 9233 Seward Road, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 64-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to accept the Quitclaim deed for the acquisition of the property at 5137 Pleasant Avenue.

ORDINANCE NO. 65-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Craig W. Keller, Council Member, 2nd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Jul 8, 2019 7:00 PM (Approval of Minutes)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Leslie Besl, Council Member, 1st Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Public Safety Committee

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Mihir & Helly, Inc. dba Dixie Food Mart, 4825 Dixie Highway, Fairfield, OH 45014 (Permit Class C1, C2 & D6).

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 Mihir & Helly, Inc. dba Dixie Food Mart, 4825 Dixie Highway, Fairfield, OH 45014 (Permit Class C1, C2 & D6).

SIMPLE MOTION NO. 13-19. APPROVED 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Five Star Gas, Inc., 4600 Dixie Highway, Fairfield, OH 45014 (Permit Class C1 & C2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Five Star Gas, Inc., 4600 Dixie Highway, Fairfield, OH 45014 (Permit Class C1 & C2).

SIMPLE MOTION NO. 14-19. APPROVED 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Chad Oberson, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Public Works Committee

Chad Oberson, Chair; Ron D'Epifanio, Vice Chair; Bill Woeste, Member

Motion to Read by Title Only

Motion to read the following five ordinances by title only.

Minutes Acceptance: Minutes of Jul 8, 2019 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Chad Oberson, Council Member at Large
SECONDER: Debbie Pennington, Council Member, 3rd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a three (3) year contract with Geotechnology for Geotechnical and Testing Services and declaring an emergency.

Recommendation:

Based on staff review of the submitted fee structure and staff's quality based selection review of the firms submitting proposals, it is recommended that City Council authorize the City Manager to enter into a contract with Geotechnology for a period of three (3) years.

ORDINANCE NO. 66-19

RESULT: ADOPTED [UNANIMOUS]
MOVER: Chad Oberson, Council Member at Large
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Chad Oberson, Council Member at Large
SECONDER: Tim Abbott, Council Member, 4th Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a contract with Murphy Tractor and Equipment Company for the purchase of a John Deere 410L Backhoe Loader for the Street Division.

ORDINANCE NO. 67-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Chad Oberson, Council Member at Large
SECONDER: Tim Abbott, Council Member, 4th Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Chad Oberson, Council Member at Large
SECONDER: Bill Woeste, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a contract with Utility Truck Equipment, Inc. for the purchase of a Versalift Bucket Truck for the Street Division.

ORDINANCE NO. 68-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a contract with Henderson Products, Inc. for the outfitting of a 2020 International 7400 HV507 4x2 for the Street Division 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 \$78,814 from the Capital Improvement Fund for the outfitting of a International 7400 HV507 4X2 with a Henderson 10' stainless steel dump body, snow plow hitch, salt spreader, emergency lighting, and hydraulics to be used by the Street Division. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Henderson Products Inc., Bucyrus, Ohio for the purchase of this equipment.

ORDINANCE NO. 69-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a contract with Cargill, Incorporated for the 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 Cargill, Incorporated for the purchase of road salt.

Minutes Acceptance: Minutes of Jul 8, 2019 7:00 PM (Approval of Minutes)

ORDINANCE NO. 70-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Craig W. Keller, Council Member, 2nd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Public Utilities Committee

Debbie Pennington, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Motion to Read by Title Only

Motion to read one ordinance by title only.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Debbie Pennington, Council Member, 3rd Ward
SECONDER:	Craig W. Keller, Council Member, 2nd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Pennington presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Debbie Pennington, Council Member, 3rd Ward
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to enter into a one (1) year contract extension with City option for two (2) additional one (1)-year terms with LimeCorp, LTD for the transport and disposal of lime residuals from the City's Water Treatment Plant and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a one (1) year contract extension with City option for two (2) additional one (1)-year terms with LimeCorp, LTD for the transport and disposal of lime residuals from the City's Water Treatment Plant.

ORDINANCE NO. 71-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Debbie Pennington, Council Member, 3rd Ward
SECONDER: Chad Oberson, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Finance & Budget Committee

Tim Abbott, Chair; Leslie Besl, Vice Chair; Chad Oberson, Member

Motion to Read by Title Only

Motion to read the following resolution and four ordinances by title only.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Debbie Pennington, Council Member, 3rd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2020 and submitting the same to the Butler County Auditor and declaring an emergency.

Recommendation:

It is recommended that the City Council hold a Budget Hearing on July 8, 2019 to discuss the 2020 Tax Budget. It is recommended that City Council authorize and direct the preparation of a resolution, and pass the resolution approving the 2020 Tax Budget on July 8, 2019.

RESOLUTION NO. 5-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this resolution.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Debbie Pennington, Council Member, 3rd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to authorize the City Manager to execute a services agreement with CDWG, LLC for Information Technology Hardware Purchase and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to execute a services agreement with CDWG for the upgrade of City network data security and backup systems and declaring an emergency. Additionally, it is recommended to prepare the legislation for the a contractual appropriation of \$89,500 from the 2019-2023 Capital Improvement Fund and suspend the rules requiring the second and third reading.

ORDINANCE NO. 72-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 53-19 and all amendments thereto and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 73-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Craig W. Keller, Council Member, 2nd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to amend Ordinance No. 127-18 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, 2019, and ending December 31, 2019."

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. 74-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Craig W. Keller, Council Member, 2nd Ward
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Bill Woeste, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Ordinance to amend Ordinance No. 127-18 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, 2019, and ending December 31, 2019.” Non-Contractual Appropriations: \$40,000 for asphalt repairs following water system repair work; \$7,500 for asphalt repairs following sewer system repair work; \$40,000 purchase of Lucas Devices; \$15,280 for High Service Pump 9 repair; \$6,500 for Hunter Tank Coating System Repair; \$15,022 for Route 4 and Muskopf Pump Station SCADA Upgrades; \$33,022 for water meters; \$30,005 for meter reading equipment; \$40,000 for camera surveillance systems for City facilities; \$46,143 for purchase and outfitting of Police Patrol vehicle; \$54,962 for purchase and outfitting of K9 Police Patrol vehicle (multiple vendors); \$47,287 for purchase and outfitting of Park Ranger Patrol vehicle; \$19,828 for purchase of police vehicle equipment; \$20,500 for inspection services Winton Road Water Tank; \$30,810 for roof replacement at Sewer Admin Building; \$32,601 for Parks Maintenance Mower Replacement.

Recommendation:

Non-Contractual Appropriations: \$40,000 for asphalt repairs following water system repair work; \$7,500 for asphalt repairs following sewer system repair work; \$40,000 purchase of Lucas Devices; \$15,280 for High Service Pump 9 repair; \$6,500 for Hunter Tank Coating System Repair; \$15,022 for Route 4 and Muskopf Pump Station SCADA Upgrades; \$33,022 for water meters; \$30,005 for meter reading equipment; \$40,000 for camera surveillance systems for City facilities; \$46,143 for purchase and outfitting of Police Patrol vehicle; \$54,962 for purchase and outfitting of K9 Police Patrol vehicle (multiple vendors); \$47,287 for purchase and outfitting of Park Ranger Patrol vehicle; \$19,828 for purchase of police vehicle equipment; \$20,500 for inspection services Winton Road Water Tank; \$30,810 for roof replacement at Sewer Admin Building; \$32,601 for Parks Maintenance Mower Replacement.

ORDINANCE NO. 75-19. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Council Member, 4th Ward
SECONDER: Bill Woeste, Council Member at Large
AYES: D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Jul 8, 2019 7:00 PM (Approval of Minutes)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, August 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, September 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, September 23 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:35 PM. Council reconvened open session at 8:45 PM.

Public Safety Committee

Ron D'Epifanio, Chair; Craig Keller, Vice Chair; Tim Abbott, Member

Motion to Read by Title Only

Motion to read one resolution by title only.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Craig W. Keller, Council Member, 2nd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

Motion to Suspend Second and Third Readings

Councilmember D'Epifanio presented the first reading of this resolution.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Debbie Pennington, Council Member, 3rd Ward
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

A Resolution declaring that opiate abuse, addiction, morbidity and mortality is a serious public health crisis in the City of Fairfield and is a public nuisance and authorizing, approving and retaining certain law firms in litigation against contributors of opioid addiction crisis including but not limited to opioid manufacturers and distributors and declaring an emergency.

Recommendation:

Insert Recommendation

RESOLUTION NO. 6-19. APPROVED 7-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron D'Epifanio, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	D'Epifanio, Oberson, Woeste, Besl, Keller, Pennington, Abbott

15. ADJOURNMENT

The Regular Meeting adjourned at 8:52 PM.

The Regular Meeting adjourned at 8:52 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Jul 8, 2019 7:00 PM (Approval of Minutes)



City Council Resolution Regular Meeting - August 12, 2019

Submitted by: Erin Lynn,
Submitting Department: Development Services

Subject:

Ward Boundary Review Commission Report

Legislation Title:

Resolution approving the Ward Boundary Review Commission Report and recommendation to make no changes to the boundaries of the four wards and amend the City Charter to require a decennial review.

Recommendation:

A resolution approving the Ward Boundary Review Commission's report that recommends no changes be made to the political ward boundaries and that the City Charter be amended to require a decennial review.

It is recommended that City Council approve this report at the August 12, 2019 meeting.

Background/Synopsis:

Per Section 3.03(B) of the Charter, the Ward Boundary Review Commission is tasked to analyze the population of the four wards, review development of the past five years that added/removed population and recommend modification, if warranted, to the ward boundaries so that the population in each ward is substantially equal. The estimated 2019 population in the wards is as follows:

Ward	Population	Percent of total population
1	11,142	26.05%
2	10,477	24.50%
3	10,529	24.61%
4	10,628	24.85%

Minimal residential development occurred in the past five years. A total of 76 new single-family home permits were issued, including the Cove at Village Green (eight units), which was the only new single-family development approved. Thirteen houses were demolished due to fire damage or disrepair, resulting in only 63 new single-family units being added to the overall housing inventory. In addition, the city approved Fairfield Senior Apartments (119 units) on Patterson Drive.

New single-family home construction has decreased dramatically in the last ten years with an average of 17 new homes constructed annually compared to an average of 80 new homes annually

in the early 2000s. There have been no subdivision applications submitted for approval since 2007. The City has approximately 700 acres of undeveloped land zoned for single-family and no available land zoned for multi-family housing. Of the remaining land, roughly 20% is non-buildable due to site constraints. Per the draft comprehensive plan update, it is anticipated the city can accommodate up to 1,800 new single-family units.

Given the continued decline in new home construction and the limited amount of land available in the City, the Commission is also recommending that the ward boundaries be reviewed every ten years instead of five years. It is further recommended that the review should occur after the United States decennial census data is released.

Financial Impact:

None.

Emergency Provision Explanation: NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Ward Boundary Report_Council_8.12.19
2. Ward Boundary Review Commission-Res

Ward Boundary Review Commission Report

August 12, 2019

The Ward Boundary Review Commission was appointed by City Council to review and analyze the population in the four wards. Section 3.03(B) of the Fairfield Charter states that the population is to be reviewed every five years to determine substantially equal population in each ward. The last report for boundary review was submitted and approved by City Council in 2014. At that time it was recommended that no changes be made to the ward boundaries.

The objective of the Commission was to analyze the population of the four wards, review developments of the past five years that have added/removed population, and recommend modifications, if warranted, to the ward boundaries so that the population in each ward is substantially equal.

Exhibit 1 illustrates the number and type of housing units with 2014 population estimates and revised estimates taking into account the new home construction and demolition of housing units that occurred from 2014 to 2018. A net total of 63 new single-family housing units and 119 senior housing units were added to the overall housing inventory during this five year period. This added approximately 280 people to the population, less than a one percent increase from 2014.

New single-family home construction has decreased dramatically in the last ten years. There have been no subdivision applications submitted for approval since 2007. This can be attributed to two main factors: the economic downturn during 2008-2011 and the lack of available land for large-scale new construction. Fairfield is maturing with little land remaining for new development.

Based on the minimal increase in new housing units in the last ten years and the current housing trend in Fairfield, the Commission recommends the following:

1. That no changes be made to the existing ward boundary map as illustrated in Exhibit 2. Exhibit 3 is a written description of the ward boundaries.

The estimated population for each ward is as follows:

Ward 1	11,142 population	26.05% of the City
Ward 2	10,477 population	24.50% of the City
Ward 3	10,529 population	24.61% of the City
Ward 4	10,628 population	24.85% of the City

2. The City Charter be amended so that ward boundaries be reviewed every ten years instead of five years with the next review occurring after the 2030 Census data is released.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA
1	Exhibit 1																										
2	2019 Ward Boundary Review																										
3	2019 Calculations based on City's GIS																										
4																											
5																											
6			Vacancy	Vacancy Rate		Total				Vacancy	Vacancy Rate		Total				Vacancy	Vacancy Rate		Total				Vacancy	Vacancy Rate		Total
7	Existing	Units	Rate	Units	PP/HH	Population		Existing	Units	Rate	Units	PP/HH	Population		Existing	Units	Rate	Units	PP/HH	Population		Existing	Units	Rate	Units	PP/HH	Population
8	Ward 1							Ward 2							Ward 3							Ward 4					
9	Assisted Living	358	--	--	1.02	365		Assisted Living	539	--	--	1.02	550		Assisted Living	102	--	--	1.02	104		Assisted Living	120	--	--	1.02	121
10	Apartments	2,394	12.00%	2,107	2.22	4,677		Apartments	1,844	12.00%	1,623	2.22	3,602		Apartments	170	12.00%	150	2.22	332		Apartments	622	12.00%	547	2.22	1,211
11	Condominiums	1,543	12.00%	1,358	2.22	3,014		Condominiums	160	12.00%	141	2.22	313		Condominiums	839	12.00%	738	2.22	1,639		Condominiums	311	12.00%	274	2.22	606
12	Duplexes	0	1.70%	0	2.52	0		Duplexes	188	1.70%	185	2.52	466		Duplexes	0	1.70%	0	2.52	0		Duplexes	2	1.70%	2	2.52	
13	Mobile Homes	78	1.70%	77	2.52	193		Mobile Homes	293	1.70%	288	2.52	726		Mobile Homes	0	1.70%	0	2.52	0		Mobile Homes	0	1.70%	0	2.52	
14	Single-Family	1,158	1.70%	1,139	2.52	2,870		Single-Family	1,882	1.70%	1,850	2.52	4,662		Single-Family	3,398	1.70%	3,340	2.52	8,417		Single-Family	3,479	1.70%	3,420	2.52	8,616
15	Pre - 2014 Units					11,119		Pre - 2014 Units					10,319		Pre - 2014 Units					10,492		Pre - 2014 Units					10,561
16	New Units - SFD	12	1.70%	12	2.52	30		New Units - SFD	20	1.70%	20	2.52	50		New Units - SFD	20	1.70%	20	2.52	50		New Units - SFD	24	1.70%	24	2.52	60
17	SFD Demo	-3	--	--	2.52	-7		New Units - Assisted Living	119	--	--	1.02	121		SFD Demo	-5	--	--	2.52	-13		SFD Demo	0				
18								SFD Demo	-5	--	--	2.52	-13														
19	New Population					11,142		New Population					10,477		New Population					10,529		New Population					10,621
20	New Population as a % of City Population					26.05%		New Population as a % of City Population					24.50%		New Population as a % of City Population					24.61%		New Population as a % of City Population					24.85%
21																											
22																											
23																											
24	Total Population	42,776																									
25	2010 U.S. Census	42,510																									
26	difference	284																									
27																											
28																											
29																											
30																											
31	Vacancy Rates - 2010 U.S. Census																										
32	PP/HH = persons per household (2010 U.S. Census)																										
33	No vacancy rate applied to assisted living																										
34	Assisted Living includes: nursing home, assisted living, and senior apartments																										
35	New and demolished units based on 2014-2018																										

Exhibit 2: City of Fairfield Ward Boundary Map (2019)

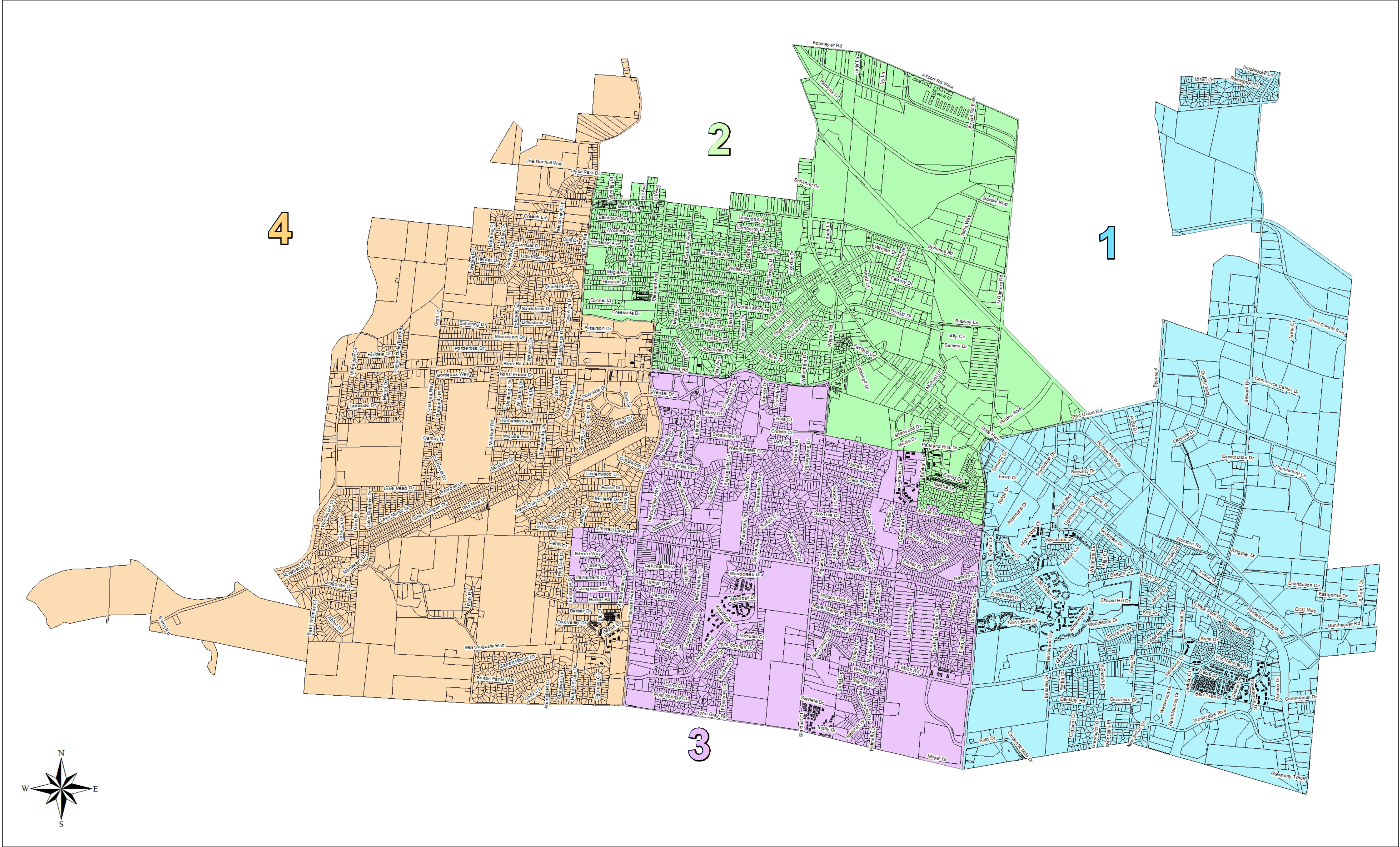


EXHIBIT "3"

FIRST WARD. The land within the following boundaries: Beginning at the south corporation line and South Gilmore Road and progressing north on South Gilmore Road to Dixie Highway. Then northeasterly across Dixie Highway to Port Union Road. Then along Port Union Road to By-Pass State Route 4. Then, following the corporation line, northward to Tylersville Road, continue east along Tylersville Road to Morris Road. Then north along the east side of Morris Road which is the west line of the Millers Run Subdivision to the northwest corner of Millers Run Subdivision. Then following the north line of Millers Run Subdivision, continue east along the corporation line to the northeast corner of said subdivision. Then continue south following the east subdivision line of "Millers Run" to Tylersville Road. Then continue west along Tylersville Road and the corporation line to Seward Road, thence continue to follow the corporation line southward along Seward Road and as it progresses along the east boundaries of the City of Fairfield to its south extremity near Dixie Highway and Crescentville Road. Then westward along the south corporation line to South Gilmore Road, at the point of beginning.

SECOND WARD: The land within the following boundaries: Beginning at the intersection of Pleasant Avenue and Nilles Road and progressing eastward along Nilles Road to Winton Road. Then south along Winton Road to the south line of lot 3888, a line which is immediately north of 5358 Winton Road. Then eastward along the south line of lot 3888 and continuing to the northeast corner of lot 9506, identified as 5345 Camelot Drive. Then east across the north property line of 5350 Camelot Drive. Then south to the southwest lot line of 99 Boehm Court. Then east along the south lines of lots 8759 and 8772 to the southwest corner of lot 10125, addressed as 2669 Saturn Drive. Then north 183.41 feet to the northwest corner of lot 10126. Then east 370 feet to the northeast corner lot 10127. Then south 183.41 feet to the southeastern corner of lot 10128, addressed as 2672 Saturn Drive. Then easterly across the north line of Starlight Estates Subdivision approximately 1185 feet to the northeast corner of lot 6267, addressed as 2826 Jupiter Drive. Then east along the rear lines of lots 6302 and 6303 South Gilmore Road. Then northward on South Gilmore Road to Dixie Highway. Then northeasterly across Dixie Highway to Port Union Road and along Port Union Road to

the corporation line at the Chessie System Railroad line. Then following the Chessie System line northwestward to North Gilmore Road. Then northward along North Gilmore Road to the north corporation line in Bobmeyer Road. Then westerly along the north corporation line in Bobmeyer Road to the Miami and Erie Canal. Then following the corporation line southward along said Canal and Dixie Highway and then westward along and near Symmes Road to Pleasant Avenue. Then continuing along the corporation line northward and westward, encompassing the properties north of Symmes Road to the southwest corner of lot 225, addressed as 456 Symmes Road. Then continue along the north side of Symmes Road to the southeastern corner of lot 26, addressed as 390 Symmes Road which is also the Corporation Line. Then continue along the Corporation Line north along lot 26, one hundred and forty feet (140') to the northeastern corner of lot 26. Then continue fifty-five feet (55') west along lot 26 to the northwestern corner of lot 26. Then continue north along the easterly line of Symmes Terrace subdivision to the northeastern corner of lot number 3938, addressed as 4528 Cavalier Court. Then continue along the north subdivision line of Symmes Terrace subdivision west along the north side of lot 24, addressed as 4330 River Road, to the northwestern corner of lot 24. Then leaving the Corporation Line, continue south along River Road to Pleasant Run Creek. Then easterly along Pleasant Run Creek to Pleasant Avenue. Then south on Pleasant Avenue to Nilles road, at the point of beginning.

THIRD WARD: The land within the following boundaries: Beginning at the intersection of Pleasant Avenue and Nilles Road and progressing eastward along Nilles Road to Winton Road. Then south on Winton Road to the northwest corner of lot 2905, also identified as 5368 Winton Road. Then east to the northeast corner of Fairfield South Condominiums, addressed as 5350 Camelot Drive. Then south to the northwest corner of lot 6245, addressed as 2658 Jupiter Drive. Then east along the north property lines of lots 6246, 6247, 6248 and 6249 to the southwest corner of lot 10125, addressed as 2669 Saturn Drive. Then north 183.14 feet to the northwest corner of lot 10126. Then east 370 feet to the northeast corner of lot 10127. Then south 183.41 feet to the southeastern corner of lot 10128, addressed as 2672 Saturn Drive. Then easterly across the north line of Starlight Estates Subdivision approximately 1185 feet to the northeastern corner of lot

6267, addressed as 2826 Jupiter Court. Then east along the rear lines of lots 6302 and 6303 to South Gilmore Road. Then south on South Gilmore Road to the corporation line. Then west following the corporation line to Pleasant Avenue. Then north on Pleasant Avenue to Hunter Road. Then west down the center of Hunter Road to the southwest corner of lot 7269, addressed as 5995 Embassy Drive. Then north to the northwest corner of lot 528, known as Harbin Park. Then east to the centerline of Pleasant Avenue. Then north on Pleasant Avenue to Nilles Road, at the point of beginning.

FOURTH WARD: The land within the following boundaries: Beginning at the intersection of Pleasant Avenue and Nilles Road. Then southward on Pleasant Avenue to the north line of lot 525, immediately west of Resor Road. Then westward along this line to the west line of lot 525. Then southward along the west line of lot 525 and continuing southward along the rear line of the properties fronting Red Oak Drive to Hunter Road. Then eastward along Hunter Road to Pleasant Avenue. Then south along Pleasant Avenue to the Corporation Line. Then westward along the south corporation line and then progressing northward along the west corporation line and then progressing northward along the west corporation line as it proceeds northward along the Great Miami River and along and near River Road and continuing northward along the west corporation line to its north extremity across the north line of Lot No. 7, identified as 3225 River Road. Then southward along the corporation line along River Road. Then, leaving the corporation line, continue south along River Road to Pleasant Run Creek. Then eastward along Pleasant Run Creek to Pleasant Avenue. Then south on Pleasant Avenue to Nilles Road, the point of beginning.

RESOLUTION NO. _____

RESOLUTION APPROVING THE WARD BOUNDARY REVIEW COMMISSION REPORT AND RECOMMENDATION TO MAKE NO CHANGES TO THE BOUNDARIES OF THE FOUR WARDS AND AMEND THE CITY CHARTER TO REQUIRE A DECENNIAL REVIEW.

WHEREAS, pursuant to Section 3.03(B) and (C) of the Fairfield City Charter, the Ward Boundary Review Commission has recommended that no changes be made to the current four ward boundaries.

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

Section 1. The report of the Ward Boundary Review Commission and recommendation that no changes be made to the boundaries of the four wards and amend the City Charter to require a decennial review is hereby approved.

Section 2. Existing Section 105.02, Boundaries and Wards, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, shall remain unchanged.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\Ward Boundary Review Commission-Res

Attachment: Ward Boundary Review Commission-Res (1305 : Ward Boundary Review Commission Report)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Erin Lynn,
 Submitting Department: Development Services

Subject:

Cooperation Agreement for the Butler County Entitlement Program

Legislation Title:

Ordinance to authorize the City Manager to execute the Cooperation Agreement for the Butler County CDBG Entitlement Program for the program years 2020-2022 and declaring an emergency.

Recommendation:

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

Background/Synopsis:

Butler County is required to requalify with the United States Department of Housing and Urban Development (HUD) every three years as an Urban County Entitlement to directly receive Community Development Block Grant (CDBG) funds to assist Butler County communities.

As part of the requalification process the City is required to sign a Cooperation Agreement that outlines the duties and responsibilities of both the City and the County. Fairfield joined the Entitlement Program in 1999 when Butler County became an Entitlement County.

Financial Impact:

Per the Cooperation Agreement, the City is entitled to no less than 10% of the total CDBG funds Butler County receives from HUD.

Emergency Provision Explanation:

Butler County is awaiting ordinances and executed agreements from all communities they serve who receive funding in order to submit to HUD for compliance.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. CoopAgreement-FF-NEW_2020-2022
2. Cooperation Agreement-Ord

COOPERATION AGREEMENT

for the
BUTLER COUNTY ENTITLEMENT PROGRAM

Program Years 2020-2022

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

WITNESSETH:

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

- 1) The elimination of slums and blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income;
- 2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities;
- 3) The conservation and expansion of the Nation’s housing stock in order to provide a decent home and suitable living environment for all persons, but principally those of low and moderate income;
- 4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities;
- 5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, and other needed activity centers;
- 6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income;
- 7) The restoration and preservation of properties of special value for historic, architectural, or esthetic reasons;
- 8) The alleviation of physical and economic distress through the stimulation of private investment and downtown revitalization in Neighborhood Business Districts.

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

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

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

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

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

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

IT IS AGREED BETWEEN PARTIES THAT:

1. This Agreement covers Program Years 2020, 2021, and 2022 of both the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program. By executing this Agreement and participating in the Butler County Programs, the City understands that it may not apply for grants under the Small Cities or State CDBG Program, and that it may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
2. The County shall prepare and submit an application to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, as amended. These applications shall set forth a summary of a community development plan which identifies community development needs, demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conforms with Section 104 of the Act. The community development plan described above shall hereinafter be called the "Plan".
3. The City may prepare applications of recommended projects and activities for community development within its boundaries, of which the activities and objectives must be in accordance with the objectives of the Act. These applications shall be submitted to the Butler County Department of Development, which will be the reviewing agency for all proposed activities and objectives to be included in the Plan. The Butler County Department of Development shall make recommendations to the Board of County Commissioners for the contents of the plan and for recommended priorities among these various projects and activities which may be submitted. Final approval of projects and activities to be included in the plan is the responsibility of the Board of County Commissioners. It is also understood between the parties that the County has the authority and responsibility to make decisions concerning the contents of the applications, and that the projects and activities for which approval and urban county formula funding is sought under these applications shall be in conformance with the purposes of the Act and the Plan.
4. If projects or activities with the City are approved and funded, pursuant to the applications, the County will have the responsibility and authority for the overall implementation of the programs and for the proper use of the urban county formula funds and any and all program income generated from the expenditure of these funds in accordance with the requirements of the Act.

5. The County shall develop and maintain a uniform administrative procedure for the development of applications and the distribution of urban county formula funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the secretary may develop for the distribution and expenditure of urban county formula funds.

The annual allocation of CDBG funds to the City will be no less than 10% of the CDBG funds the County receives in Program Years 2020, 2021, and 2022. The City may apply to the County for additional CDBG funding in any of these same Program Years. The foregoing minimum allocation and opportunity for additional funding shall be null and void (a) if such procedures are contrary to the Act or contrary to present or future requirements or regulations of the Secretary of Housing and Urban Development, or (b) if the County receives no CDBG funds in any Program Year.

6. The City authorizes the County to do on behalf of the City, in accordance with the conditions of this agreement, all things which the City could do for itself in the making of the application for, and the expenditure of, urban county formula funds.
7. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
8. Pursuant to 24 CFR 570.501 (b), the City shall be subject to the same requirements as subrecipients, including the requirement of a written agreement, where applicable in accordance with 24 CFR 570.503.
9. If a City is a subrecipient, it must inform the County of any income generated by the expenditure of CDBG funds and return such income to the County within thirty (30) days of its receipt, unless other specific arrangements have been negotiated and agreed to by the City and the County. The City shall maintain and supply such records and supporting documentation to the County to assure program income is being accurately reported and correctly expended. Any program income that is on hand or received subsequent to close out of the activity shall be paid to the County within thirty (30) days.
10. For any real property acquired or improved in whole or in part using CDBG funds, the City agrees:
 - a) To notify the County within thirty (30) days of any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement including disposition.
 - b) To reimburse the County in an amount equal to the current Fair Market Value (less any portion thereof attributable to expenditures of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.
 - c) To return to the County (as provided in Section 8 and Section 9 above) all program income generated from the disposition, transfer, or rent of property acquired or improved with CDBG funds.
11. Both the County and City/Village agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age discrimination Act of 1975, and affirmatively furthering fair housing. Further, no funding shall be made for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the county's fair housing certification.
12. The City has adopted and is enforcing:

- a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
13. This agreement shall remain in effect for Program Years 2020, 2021, and 2022, and cannot be terminated, until CDBG and HOME funds, as well as any program income received are expended, and the funded activities are completed, and that the county and participating unit of local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
 14. Any amendments to the Housing and Community Development Act of 1974, as currently amended, necessitating a change to this agreement, shall be incorporated by a formal amendment to this agreement. Failure by either party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification is scheduled, shall automatically terminate the agreement following the expenditure of all CDBG funds allocated for use in the City's jurisdiction, and that such failure to comply will void the automatic renewal of such qualification period.
 15. This agreement shall be automatically renewed in successive three-year qualification periods unless either party exercised the option to terminate the agreement at the end of the urban county qualification period. If the City fails to exercise that option before the end of the urban county qualification period it will not have the opportunity to exercise that option until the end of the subsequent urban county qualification period. Such termination will be accepted only if it is submitted in writing before the end of each qualification period. Butler County will notify the City by the date specified in HUD's Urban County Qualification Notice, of its right to terminate the Agreement.
 16. The city/village may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

BUTLER COUNTY:

President

Witness

Vice-President

Member

CITY OF FAIRFIELD:

City Manager

Witness

LEGAL OPINION ATTACHED and made part of this Agreement.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE COOPERATION AGREEMENT FOR THE BUTLER COUNTY CDBG ENTITLEMENT PROGRAM FOR THE PROGRAM YEARS 2020-2022 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 Cooperation Agreement for the Butler County CDBG Entitlement Program for the program years 2020-2022 in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the agreement be executed in compliance with applicable time requirements; 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\2019\Cooperation Agreement-Ord

Attachment: Cooperation Agreement-Ord (1303 : Cooperation Agreement for the Butler County Entitlement Program)



City Council Action Item
Regular Meeting - August 12, 2019

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Absana Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Absana, LLC, 5059 Camelot Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Absana, LLC, 5059 Camelot Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

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

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Absana.LiquorReport
2. Absana.DSReport
3. Absana.PDReport

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



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

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 7/23/2019

Attached is a liquor permit application in the name of Absana, LLC, 5059 Camelot Drive, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, August 5, 2019.**

This item will be added to Council's Regular Meeting agenda of Monday, August 12, 2019.

Thank you for your assistance.

c: Mark Wendling, City Manager
File

Attachment: Absana.LiquorReport (1329 : Absana Liquor Permit)

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

TO

0031370		NEW	ABSANA LLC	
PERMIT NUMBER		TYPE	5059 CAMELOT DR	
ISSUE DATE		FAIRFIELD OH 45014		
07 05 2019				
FILING DATE				
C1 C2				
PERMIT CLASSES				
09	011	A	C40927	
TAX DISTRICT			RECEIPT NO.	

FROM 07/10/2019

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



MAILED 07/10/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN.

08/12/2019

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 0031370**

(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

Attachment: Absana.LiquorReport (1329 : Absana Liquor Permit)

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

To do another search, click the "Reset" button.

SEARCH CRITERIA	
Permit Number	0031370
Permit Name / DBA	
Member / Officer Name	

[Search](#)
[Reset](#)
[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 0031370; Name: ABSANA LLC; DBA: ; Address: 5059 CAMELOT DR FAIRFIELD 45014		
TARA BHANDARI	5% VOTING	CEO
KIRTI M ADHIKARI	MANAGE MEM	VICE PRES.

- Ohio.Gov
- Ohio Department of Commerce

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

**DEPARTMENTAL
CORRESPONDENCE****City
of
Fairfield**

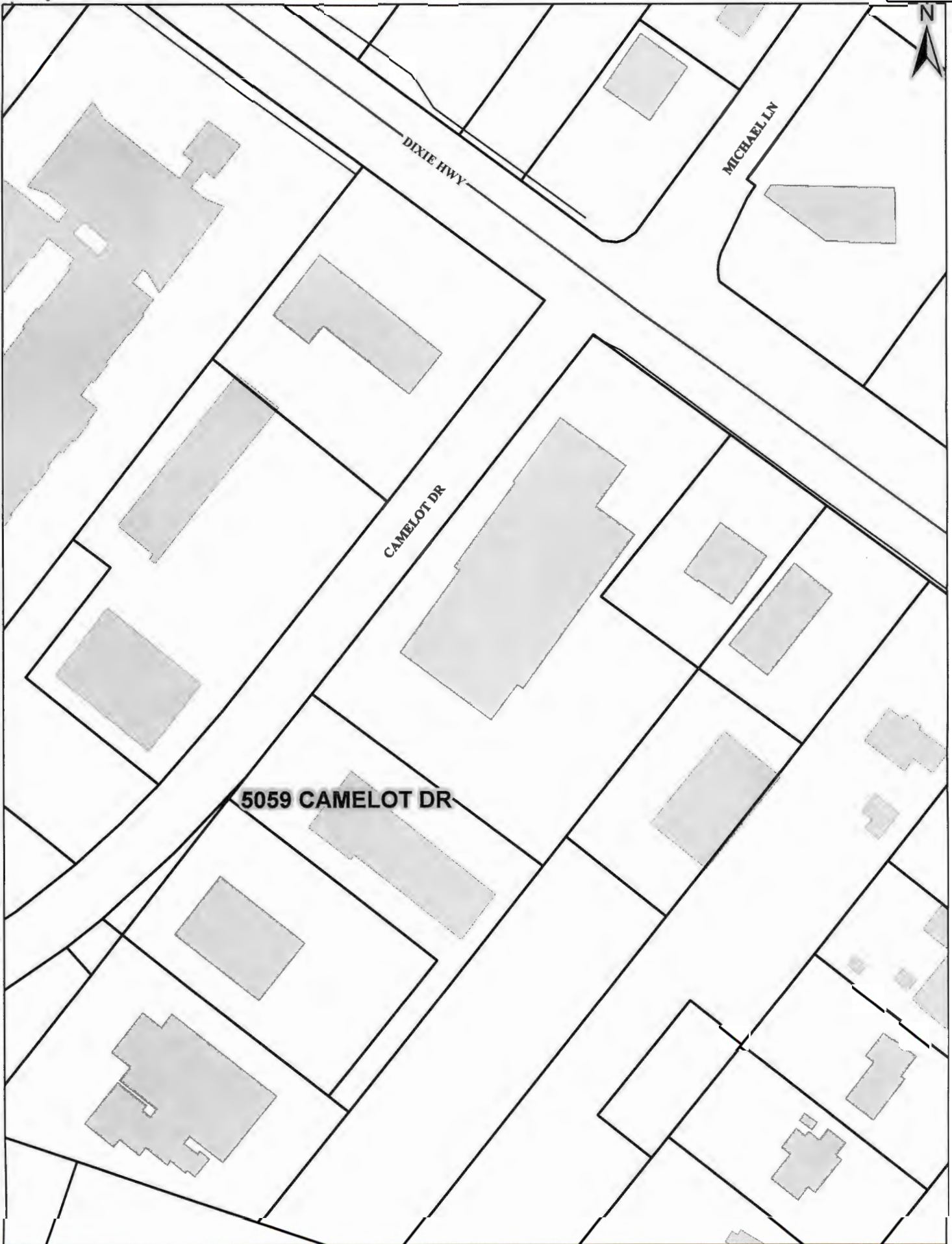
TO Alisha Wilson, Clerk of Council
FROM Greg Kathman, Development Services Director *GK*

SUBJECT Liquor Permit Application

DATE 7/23/19

The business at 5059 Camelot Dr. in the name of Absana, LLC is in the C-3A, General Business-Modified Zoning District and a retail store is a permitted use within the C-3A zoning district. The consumption of alcohol on-site would require a Conditional Use Permit from the Planning Commission.

Attachment: Absana.DSReport (1329 : Absana Liquor Permit)



Attachment: Absana.DSReport (1329 : Absana Liquor Permit)

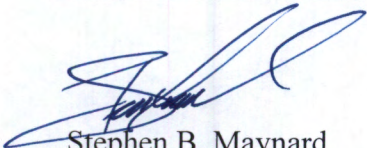
NAME OF ESTABLISHMENT Absana LLC

ADDRESS 5059 Camelot Dr.

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: July 1, 2019

Attachment: Absana.PDReport (1329 : Absana Liquor Permit)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Preliminary Legislation for Bridge Inspection Services

Legislation Title:

Ordinance to authorize an agreement with the Ohio Director of Transportation for Bridge Inspection Services and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into a preliminary legislation agreement with the Ohio Department of Transportation for Bridge Inspection Program Services.

Background/Synopsis:

The Ohio Department of Transportation will continue to perform bridge load rating calculations, scour assessments, bridge inspections and fracture critical plan development for all City bridges.

The Ohio Department of Transportation is letting a contract for Bridge Inspection Program Services to perform bridge load rating calculations, scour assessments, bridge inspections and fracture critical plan development. ODOT has kept an inventory of these activities for local bridges in the past, but had required the work be done by the governing jurisdiction up until relatively recent years. ODOT initially let a program to provide these services in 2014. This will be for 2020-2022.

This project will evaluate bridges in order to keep the City's bridge inventory in compliance with the National Bridge Inspection Standards. This inventory must be kept in compliance to be eligible for federal funding.

The City is responsible for 23 vehicular bridges that fall under this program. City staff has contracted this work out to consultants prior to 2014. There are three pedestrian bridges that the City is responsible for that are contracted yearly to a consultant.

Financial Impact:

None at this time.

Emergency Provision Explanation:

Emergency provision and rules suspension is being requested in order to return legislation to

ODOT on their timeline.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. PID109334_Municipal Bridge Inspection Services Consent Legislation
2. Bridge Ordinances

Consent

Ordinance/Resolution # :

County/Route/Section : _____

PID No.: 109334

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V Authority to Sign

I, _____ of said _____ is hereby empowered on behalf of the
(Contractual Agent) (LPA)
_____ to enter into contracts with the Director of Transportation which is necessary to
(LPA)
complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Attested: _____
(Title)

(President of Council)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No.: **109334**

**CERTIFICATE OF COPY
STATE OF OHIO**

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

_____ on the _____ day of _____, 2_____.
(LPA)

That the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

Law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in _____,
Page _____.
(Record No.) (Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2_____.

(Clerk)

(CITY SEAL)

_____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described.

For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

ORDINANCE TO AUTHORIZE AN AGREEMENT WITH THE OHIO
DIRECTOR OF TRANSPORTATION FOR BRIDGE INSPECTION
SERVICES AND DECLARING AN EMERGENCY.

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Ordinance/Resolution # : _____

PID No. : 109334

County/Route/Section : _____

The following is ~~a~~ an ordinance enacted by the City of Fairfield, Butler
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA) has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW THEREFORE, be it ordained by the Council of the City of Fairfield, Butler County, Ohio that:

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

Attachment: Bridge Ordinances (1321 : Preliminary Legislation for Bridge Inspection Services)

PID No.: 109334

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V Authority to Sign

I, _____ of said _____ is hereby empowered on behalf of the
(Contractual Agent) (LPA)
_____ to enter into contracts with the Director of Transportation which is necessary to
(LPA)
complete the above described project.

Passed: _____, 2019.
(Date)

Emergency _____

Rules Suspended_____

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Attested: _____
(Title)

(President of Council) Mayor

The ordinance is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution) **necessary for the urgent benefit and protection***
to promote highway safety. / Following appropriate legislative action, it shall take effect and be in force immediately
upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed
by law.

*of the City and its inhabitants.

PID No.: 109334

**CERTIFICATE OF COPY
STATE OF OHIO**

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

_____ on the _____ day of _____, 2_____.
(LPA)

That the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

Law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in _____,
Page _____ (Ordinance/Resolution)
(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____, 2_____.

(Clerk)

(CITY SEAL)

_____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described.

For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

Attachment: Bridge Ordinances (1321 : Preliminary Legislation for Bridge Inspection Services)



City Council Ordinance Regular Meeting - August 12, 2019

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:

Purchase of Staff Vehicles 701 & 7016 Police

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Lebanon Ford, Inc. for the purchase of two (2) staff vehicles for the Police Department.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$79,422 from the Capital Improvement Fund for the purchase of (2) staff vehicles for the Police Department. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Lebanon Ford Inc., Lebanon, Ohio for the purchase of these vehicles.

Background/Synopsis:

This request is for the replacement of (2) Staff vehicles including equipment outfitting to be used for Police department staff. The old units #7011 (2005 Chevrolet Impala) and unit #7018 (2007 Chevrolet Impala) are being replaced due to age and condition. These vehicles are being purchased through Lebanon Ford Inc., Lebanon, Ohio, listed under State of Ohio contract RS901519 and Index GDC050 authorizing the use by Municipal Corporations. Camps Safety was chosen to outfit these vehicles due to their specialized engineering skills and aptitude for this project, proximity to the city, and to standardize on the wiring practices to facilitate the mechanics during repairs.

Financial Impact:

\$79,422 (\$66,888 for the vehicles (\$33,444 each) + \$9,534 for outfitting + \$3,000 to be used for Police Fleet needs and contingencies for this project) from the Capital Improvement Fund. The vehicle is listed in the 2019 CIP as # 9FT74 Replacement of Staff Vehicles (PD) (\$80,000)

Emergency and Rules Suspension

Rules Suspension is being requested to facilitate the purchase of these vehicles.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Lebanon Ford
2. Camps Final Quote
3. Lebanon Ford Inc.-Ord

LEBANON FORD

COMMERCIAL VEHICLE CENTER

EXPLORER 4-
DOOR

2020 4DR AWD POLICE
3.3L V6 ENGINE
10-SPEED AUTO TRANSMISSION

Exterior

DARK TOREADOR RED/ MED TITANI

Interior

CHARCOAL BLACK INTERIORCLOTH
BUCKETS/VINYL REAR SEATS

EXTERIOR

- . 245/55R18 A/S POLICE TIRES
- . 18" H.D.STEEL WHEELS
- . 18" WHEEL HUB CAP
- . FULL SIZE 18" SPARE W/TPMS
- . DUAL POWER MIRRORS
- . INTEGRATED SPOTTER MIRRORS
- . HALOGEN HEADLAMPS
- . PRIVACY GLASS 2ND/3RD ROW
- . DUAL EXHAUST SYSTEM
- . GRILLE - BLACK
- . KEY LOCKS (DR/PASS/LFTGT)
- . EASY FUEL CAPLESS FILLER

INTERIOR

- . BLACK VINYL FLOOR COVERING
- . PWR DR SEAT/6-WAY/M LUMBAR
- . MANUAL PASS SEAT - 2-WAY
- . CLOTH BUCKET FRONT SEATS
- . 60/40 SPLIT VINYL REAR
- . TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
- . 1-TOUCH DOWN DRIVER WINDOW
- . A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
- . CERTIFIED SPEEDOMETER
- . ENGINE HOUR / IDLE METER
- . CONSOLE MOUNTING PLATE
- . UNIVERSAL TOP TRAY
- . RED / WHITE DOME LAMP

FUNCTIONAL

- . ALL WHEEL DRIVE SYSTEM
- . COLUMN MOUNTED SHIFTER
- . HEAVY DUTY 78-AMP BATTERY
- . 220 AMP ALTERNATOR
- . POLICE BRAKES: 4 WHL DISC
- . W/ ABS & TRACTION CONTROL
- . HEAVY DUTY SUSPENSION
- . POWER STEERING W/EPAS
- . ENGINE OIL COOLER
- . TRANSMISSION OIL COOLER
- . POWER LOCKS AND WINDOWS
- . AM/FM SINGLE CD/MP3, 6SPKR
- . ADJUST PEDALS, NON MEMORY
- . BATTERY SAVER FEATURE
- . POWERPOINTS (2)

SAFETY/SECURITY

- . 75 MPH REAR-CRASH TESTED
- . ADVANCETRAC WITH RSC
- . AIRBAGS - FRONT AND SIDE
- . AIRBAGS - SAFETY CANOPY
- . PERSONAL SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- . 3YR/36K MILE WARRANTY

Included on this Vehicle \$31,276

EQUIPMENT GROUP 500A

Optional Equipment

2020 MODEL YEAR

OXFORD WHITE

CHARCOAL CLT FRT/VINYL RR

3.3L V-6 ENGINE

10-SPEED AUTO TRANSMISSION

FRONT LICENSE PLATE BRACKET

REAR CAMERA STI

SYNC SYSTEM STI

DELETE BADGE N/C

HEATED MIRRORS \$59.1

HIDDEN DR/LK PLUNGER \$19.1

REMOTE KEYLESS ENTRY 4 \$20.0

REAR CARGO LAMP \$49.0

TRAILER TOW WIRING \$80.0

CAST ALUMINUM WHEELS \$695.0

INTERIOR UPGRADE \$395.0

REVERSE SENSING SYSTEM \$335.0

SPOT LIGHT DELETE

REAR VIEW CAMERAIN DASH

DELIVERY CHARGE 160.0

TOTAL STATE BID PRICE \$33,440.0

Attachment: Lebanon Ford (1283 : Purchase of Staff Vehicles 701 & 7016 Police)

LEBANON FORD
FRANK BEAVER 614-570-0702



Quote

8216 Blue Ash Road
Cincinnati, OH 45236
Phone : 513-984-4658 Toll Free: 888-273-7233
web: www.campsafetyinc.com

Date	Quote #
7/9/2019	FFCITYPDunm

Name / Address
Fairfield, City Police 5230 Pleasant Ave Fairfield Oh 45014

Contact
MR ROSE

VIN#	
------	--

Vehicle	P.O. No.	Terms	Rep	Project #
2020 FORD FIU Unmarked	1st draft	N30	DR	

Qty	Item	Description	Cost	Total
2	LTLMR6HMB	MR 6 HOOD MOUNT BLUE	141.00	282.00
2	LTLIONE	ION BLUE/WHITE	129.00	258.00
2	LTLHB6PAKPIB	HIDE A BLAST 6 PAK TWIST LOCK BLUE	99.50	199.00
1	VERLCS869	100W SIREN SMALL 9 BUTTON Concealed hand held	315.00	315.00
1	VESC3100PI	INTERCEPTOR SEDAN SPEAKER W/ MOUNT	185.39	185.39
1	LTL4****	DOMINATOR TIR3 4 LED A/B/R \$10 EA WH	280.00	280.00
1	MATERIAL	Whelen Headlight flasher	94.00	94.00
14	Labor- Public	Labor to install equipment at CSE	65.00	910.00
1	SHOP MATERIAL	INSTALLATION MATERIAL	75.00	75.00
1	MATERIAL	Basic warning light see upgrade	179.00	179.00
1	LTFIX34UFZ	INNER EDGE WITH TAKE DOWN, FIU	824.00	824.00
1	LTLENL160BL	NLINE RUNNING BOARD LIGHTS BLUE	596.00	596.00
1	LTLENL160BL	NLINE RUNNING BOARD LIGHTS BLUE	569.00	569.00

APPROVED BY: _____	DATE: _____	Total	\$4,766.39
--------------------	-------------	--------------	------------

* 1% DISCOUNT AVAILABLE IF EQUIPMENT IS PAID IN ADVANCE
** 2% DISCOUNT IF INVOICE ARE PAID WITHIN 10 DAYS
*** ADDITIONAL FEES MAY APPLY IF CHANGE ORDER OCCURS

Attachment: Camps Final Quote (1283 : Purchase of Staff Vehicles 701 & 7016 Police)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH LEBANON FORD, INC. FOR THE PURCHASE OF TWO (2)
STAFF VEHICLES FOR THE POLICE DEPARTMENT.

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 Lebanon Ford, Inc. for the purchase of two (2) staff vehicles for the police department in accordance with the bid 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\2019\Lebanon Ford, Inc.-Ord

Attachment: Lebanon Ford Inc.-Ord (1283 : Purchase of Staff Vehicles 701 & 7016 Police)



City Council Ordinance Regular Meeting - August 12, 2019

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:

Contract with Mohon Blastings & Coatings and necessary appropriations to repaint WTP clarifier #4

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Mohon Blastings & Coatings to repaint WTP Clarifier #4 in 2019, with City option to contract with Mohon Blastings & Coatings to repaint Clarifier #3 in 2020.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Mohon Blasting & Coating, LLC and appropriate project funding in the total amount of \$220,000.00 for the project known as 'Re-Paint Existing Water Treatment Plant Clarifier No. 4'. It is recommended that this authorization include the City option to contract with Mohon next year to rehabilitate clarifier No. 3.

Background/Synopsis:

This project will rehabilitate all of the steel and concrete surfaces in the existing Clarifier No. 4. This Clarifier is one of the two “Upflow” Water Softening Clarifiers constructed in 2000 as part of the plant’s last major expansion. The steel surfaces in the clarifier have not been re-coated since construction. The steel surfaces are to be blast cleaned to white metal and then coating per the specifications. The concrete surfaces were painted in approximately 15 years ago for aesthetic purposes only. The concrete surfaces are to be prepared and coated per the specifications to seal them from water migration. These improvements will prevent deterioration of the steel and concrete structures, protect critical treatment system components, and extend the useful life of the clarifier.

The City’s Water Treatment Plant is one of the City’s most critical assets. The operation protects public health by providing safe drinking water and also adequate quantities of water to fight fires. The Water Softening Clarifiers (also known as reactor-clarifiers) are solids contact type treatment units that combine within a single tank the following processes: mixing, flocculation, recirculation, clarification, sludge concentration and removal. The raw water entering the Clarifier is very hard and the water leaving the treatment unit is about one-third of the original hardness.

The project was prepared for formal competitive bidding, with one (1) bid received on July 29, 2019. The bid form included a City option for the rehabilitation of WTP Clarifier No. 3 in 2020. Staff recommends that the bid be awarded to Mohon Blasting & Coating, LLC, with City option for additional specified work next year. Bid information is summarized on the attached sheet.

While only one bid was received, staff is satisfied to move forward with the project in part because:

- the project was publicly-advertised;
- the bid amount was below the engineer's estimate;
- the sole bidder has already successfully painted two (2) of Fairfield's clarifier tanks; and
- the specified painting protocol and required experience limits the number of bidders eligible and qualified to perform the work.

A contractual appropriation is requested for Mohon Blasting & Coating, LLC. in the amount of \$200,000.00.

Third-party inspection services for this project will be provided by Horizon QC Company per the attached proposal. A non-contractual appropriation is requested for Horizon QC for these professional services in the amount of \$20,000.00 (including contingency).

Financial Impact:

Funding for this project is included in the 2019-2023 Capital Improvement Program under project number 9WT04: 'Water Plant Painting / Re-Coating'. The funding source is the Water Surplus Fund.

Emergency Provision Explanation:

NA.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Bid Tab Repaint Existing Water Treatment Plant Clarifier No 4
2. Fairfield Clarifier Inspection Proposal 2019
3. Mohon Blastings-Ord

City of Fairfield

Bid Tabulation for "Repainting Existing Water Treatment Plant Clarifier No. 4"

Bid Opening: July 29, 2019

Engineer's Estimate: \$200,000.00

					BIDDER (Name/Address/Phone)	
					Mohon Blasting & Coatings 80 Harper Circle Beechmont, KY 42323 270-931-0016	
No.	Description	Est. Qty.	Unit	Unit Price	Total Price	
	General					
1	Blast clean (SSPC SP-10) and completely re-paint steel surfaces and appurtenances on WTP Clarifier Assembly No. 4	1	LS	\$ 78,000.00	\$ 78,000.00	
2	Concrete linear crack & joint repair on interior concrete surfaces on WTP Clarifier No. 4	550	LF	\$ 10.00	\$ 5,500.00	
3	Clean and apply waterproof coating to interior concrete walls (to top of tank) and floor on WTP Clarifier No. 4	1	LS	\$ 84,400.00	\$ 84,400.00	
4	Concrete crack and joint repair, and clean and apply waterproof coating to concrete walls and floor of effluent trough adjacent to WTP Clarifier No. 4	100	LF	\$ 75.00	\$ 7,500.00	
5	Polybrid application on concrete walls from top of tank to ~4" below radial troughs	1	LS	\$ 10,200.00	\$ 10,200.00	
6	Coating application on all handrails adjacent to tank	400	LF	\$ 10.00	\$ 4,000.00	
7	Construction site containment for dust, debris and paint	1	LS	\$ 10,000.00	\$ 10,000.00	
Total Base Bid Amount					\$ 199,600.00	

These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council.

There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.



City of Fairfield
Clarifier Repaint
Fairfield, OH
Attn: Adam Sackenheim

STANDARD INSPECTION

SCOPE OF WORK TO INCLUDE:

- Field inspections
- Blasting inspection on all prepared surfaces
- Coating inspection – mixing, application, testing
- Field reports
- Specification enforcement – including change orders.
- Final punch list inspection

Recommended Inspections

75% Inspection trips - surface preparation.

20% Inspection trips - coating application of intermediate and finish coat.

5% Inspection trip – final punch list inspection

Inspection Cost \$675.00 per day
Estimated number of trips **25**

30 July 2019

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOHON BLASTINGS & COATINGS TO REPAINT WTP CLARIFIER #4 IN 2019, WITH CITY OPTION TO CONTRACT WITH MOHON BLASTINGS & COATINGS TO REPAINT CLARIFIER #3 IN 2020.

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 Mohon Blastings & Coatings to repaint WTP clarifier #4 in 2019, with City option to Contract with Mohon Blastings & Coatings to repaint clarifier #3 in 2020 in accordance with the bid 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\2019\Mohon Blastings-Ord

Attachment: Mohon Blastings-Ord (1309 : Contract with Mohon Blastings & Coatings and necessary appropriations to repaint WTP clarifier #4)



City Council Ordinance Regular Meeting - August 12, 2019

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:

Contract with Smithcorp Inc. and necessary appropriations for Water Main Replacement Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Smithcorp, Inc. for the Seward Road Water Main Replacement Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with Smithcorp Inc., and appropriate project funding in the amount of \$860,000.00 for the Seward Road Water Main Replacement Project. Rules suspension is being requested in order to expedite the project.

Background/Synopsis:

This project will result in the replacement of about 4,500 feet of critical water main pipe on Seward Road between Symmes Road and Port Union Road.

This project will replace deteriorating 30+ year old iron piping, improving water service reliability and fire flows to critical industrial and commercial utility customers in the project area. This project was identified as a priority in the City's *Water Quality and Criticality Analysis* report (updated 2018), due to the likelihood and consequence of system failure, and the increasing number of water main breaks in the project area. The high number of main breaks in this area is attributed to pipe corrosion resulting from generally wet, corrosive, and low-resistivity soil. New water pipe will be wrapped in a special poly-ethylene encasement to prevent the direct contact of soil to pipe – in an effort to minimize the potential for corrosion and pipe failure. This project will be constructed in the Fall of 2019 with a substantial completion date of 12/31/2019.

The project was prepared for formal competitive bidding, with eight (8) bids received on July 29, 2019. Public Utilities staff recommends that the contract be awarded to Smithcorp Inc., the lowest and best bidder. Bids are summarized on the attached sheet. A contractual appropriation is requested for Smithcorp Inc. in the amount of \$860,000.00 (including contingency).

Financial Impact:

A contractual appropriation is requested for Smithcorp Inc. in the amount of \$860,000.00, which includes contingency. Funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project numbers 9WT11 – Distribution System Improvements, and 9WT10 – Small Water Line Improvements. The funding sources are the Water Replacement

and Improvement Fund and the Water Surplus Fund. The project will be partially debt-financed. This debt is accounted for in the current 4-year water rate structure that Council approved in January 2017, and is in accordance with the City's 'Water Utility Rate Study'(2016) prepared by GRW Engineers.

Emergency Provision Explanation:

Emergency provision is requested to expedite the project. The City's objective is to have the contractor commence water line work by September 2019 and complete the project by the end of the year. Preserving this construction schedule is critical to have the work completed before the coldest winter months – which historically create the most stress on the City's water distribution system and which often lead to water main breaks and service disruptions.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Copy of 2019 Seward Road Water Line Improvementsams
2. Smithcorp Inc.-Ord

City of Fairfield

Bid Tabulation for "2019 Seward Road Water Line Improvements"

Bid Opening: July 29, 2019

Engineer's Estimate: \$850,000.00

Ref. No.	Item No.	Description	Unit of Measure	Approx. Qty.	BIDDER (Name/Address/Phone)							
					JNT Excavating, LLC 2088 Hartland Boulevard Independence, KY 41051 513-200-3274		Sunesis Construction 2610 Crescentville Road West Chester, OH 45069 513-326-6000		JW Brennan Excavating, LLC PO Box 782 Ross, OH 45061 513-738-0360		Howell Contractors, Inc. 13310 Walton Verona Road Walton, KY 41094 859-331-5457	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	202	Removed, As Per Plan	Lump	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 6,733.35	\$ 6,733.35	\$ 1,500.00	\$ 1,500.00
2	202	Valve box removed	Each	23	\$ 150.00	\$ 3,450.00	\$ 100.00	\$ 2,300.00	\$ 516.00	\$ 11,868.00	\$ 150.00	\$ 3,450.00
3	301	Asphalt concrete base, PG64-22	CY	154	\$ 130.00	\$ 20,020.00	\$ 556.00	\$ 85,624.00	\$ 325.92	\$ 50,191.68	\$ 200.00	\$ 30,800.00
4	441	2" Asphalt concrete surface course, Type 1, PG 64-22	CY	33	\$ 300.00	\$ 9,900.00	\$ 162.00	\$ 5,346.00	\$ 526.66	\$ 17,379.78	\$ 350.00	\$ 11,550.00
5	452	9" Non-reinforced concrete pavement, as per plan	SY	202	\$ 99.00	\$ 19,998.00	\$ 86.00	\$ 17,372.00	\$ 105.36	\$ 21,282.72	\$ 100.00	\$ 20,200.00
6	609	Barrier curb replaced (in-kind)	Ft.	73	\$ 68.25	\$ 4,982.25	\$ 36.50	\$ 2,664.50	\$ 71.67	\$ 5,231.91	\$ 45.00	\$ 3,285.00
7	609	Curb and gutter replaced (in-kind)	Ft.	56	\$ 68.25	\$ 3,822.00	\$ 43.50	\$ 2,436.00	\$ 89.86	\$ 5,032.16	\$ 45.00	\$ 2,520.00
8	611	4" Conduit, Type B, 707.45, as per plan	Ft.	50	\$ 5.00	\$ 250.00	\$ 22.00	\$ 1,100.00	\$ 38.57	\$ 1,928.50	\$ 5.00	\$ 250.00
9	611	6" Conduit, Type B, 707.45, as per plan	Ft.	50	\$ 7.50	\$ 375.00	\$ 28.00	\$ 1,400.00	\$ 40.62	\$ 2,031.00	\$ 7.00	\$ 350.00
10	611	8" Conduit, Type B, 707.45, as per plan	Ft.	50	\$ 10.00	\$ 500.00	\$ 37.00	\$ 1,850.00	\$ 42.72	\$ 2,136.00	\$ 9.00	\$ 450.00
11	611	12" Conduit, Type B, 707.45, as per plan	Ft.	20	\$ 20.00	\$ 400.00	\$ 49.00	\$ 980.00	\$ 141.39	\$ 2,827.80	\$ 12.00	\$ 240.00
12	614	Maintaining traffic	Lump	1	\$ 9,500.00	\$ 9,500.00	\$ 7,443.00	\$ 7,443.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00
13	630	Removal of ground mounted sign and reerection	Each	3	\$ 100.00	\$ 300.00	\$ 65.50	\$ 196.50	\$ 382.00	\$ 1,146.00	\$ 25.00	\$ 75.00
14	630	Removal of ground mounted post support and reerection	Each	3	\$ 100.00	\$ 300.00	\$ 96.00	\$ 288.00	\$ 382.00	\$ 1,146.00	\$ 25.00	\$ 75.00
15	638	1" Water service branch, as per plan	Ft.	58	\$ 27.75	\$ 1,609.50	\$ 57.25	\$ 3,320.50	\$ 80.54	\$ 4,671.32	\$ 65.00	\$ 3,770.00
16	638	6" Ductile iron CL-53 water main, w/low strength mortar backfill, as per plan	Ft.	140	\$ 310.00	\$ 43,400.00	\$ 144.00	\$ 20,160.00	\$ 104.41	\$ 14,617.40	\$ 120.00	\$ 16,800.00
17	638	6" Ductile iron CL-53 water main, w/compacted native backfill, as per plan	Ft.	35	\$ 40.00	\$ 1,400.00	\$ 107.00	\$ 3,745.00	\$ 74.44	\$ 2,605.40	\$ 90.00	\$ 3,150.00
18	638	8" Ductile iron CL-53 water main, w/low strength mortar backfill, as per plan	Ft.	145	\$ 310.00	\$ 44,950.00	\$ 167.50	\$ 24,287.50	\$ 131.02	\$ 18,997.90	\$ 125.00	\$ 18,125.00
19	638	8" Ductile iron CL-53 water main, w/compacted native backfill, as per plan	Ft.	71	\$ 50.00	\$ 3,550.00	\$ 93.25	\$ 6,620.75	\$ 63.97	\$ 4,541.87	\$ 95.00	\$ 6,745.00
20	638	12" Ductile iron CL-53 water main, w/low strength mortar backfill, as per plan	Ft.	1,545	\$ 194.00	\$ 299,730.00	\$ 170.00	\$ 262,650.00	\$ 136.36	\$ 210,676.20	\$ 190.00	\$ 293,550.00
21	638	12" Ductile iron CL-53 water main, w/compacted native backfill, as per plan	Ft.	2,665	\$ 80.90	\$ 215,598.50	\$ 87.25	\$ 232,521.25	\$ 88.60	\$ 236,119.00	\$ 105.00	\$ 279,825.00
22	638	6" Gate valve	Each	4	\$ 800.00	\$ 3,200.00	\$ 1,122.00	\$ 4,488.00	\$ 1,124.15	\$ 4,496.60	\$ 850.00	\$ 3,400.00

Attachment: Copy of 2019 Seward Road Water Line Improvementsams (1308 : Contract with Smithcorp

City of Fairfield

Bid Tabulation for "2019 Seward Road Water Line Improvements"

Bid Opening: July 29, 2019

Engineer's Estimate: \$850,000.00

					BIDDER (Name/Address/Phone)							
					JNT Excavating, LLC 2088 Hartland Boulevard Independence, KY 41051 513-200-3274		Sunesis Construction 2610 Crescentville Road West Chester, OH 45069 513-326-6000		JW Brennan Excavating, LLC PO Box 782 Ross, OH 45061 513-738-0360		Howell Contractors, Inc. 13310 Walton Verona Road Walton, KY 41094 859-331-5457	
Ref. No.	Item No.	Description	Unit of Measure	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
23	638	8" Gate valve	Each	5	\$ 1,050.00	\$ 5,250.00	\$ 1,481.00	\$ 7,405.00	\$ 1,425.03	\$ 7,125.15	\$ 1,500.00	\$ 7,500.00
24	638	12" Gate valve	Each	16	\$ 1,800.00	\$ 28,800.00	\$ 3,050.00	\$ 48,800.00	\$ 2,405.25	\$ 38,484.00	\$ 2,100.00	\$ 33,600.00
25	638	Connect to ex. Water line, as per plan	Each	14	\$ 3,200.00	\$ 44,800.00	\$ 5,749.00	\$ 80,486.00	\$ 4,016.67	\$ 56,233.38	\$ 2,500.00	\$ 35,000.00
26	638	Fire hydrant removed	Each	6	\$ 500.00	\$ 3,000.00	\$ 455.00	\$ 2,730.00	\$ 325.00	\$ 1,950.00	\$ 200.00	\$ 1,200.00
27	638	6" Fire hydrant assembly, as per plan	Each	13	\$ 4,200.00	\$ 54,600.00	\$ 6,772.00	\$ 88,036.00	\$ 4,406.36	\$ 57,282.68	\$ 4,200.00	\$ 54,600.00
28	638	Cut and plug, type 3	Each	1	\$ 2,500.00	\$ 2,500.00	\$ 5,300.00	\$ 5,300.00	\$ 6,077.85	\$ 6,077.85	\$ 3,500.00	\$ 3,500.00
29	659	Seeding and mulching, as per plan	SY	4,500	\$ 3.00	\$ 13,500.00	\$ 2.80	\$ 12,600.00	\$ 3.25	\$ 14,625.00	\$ 2.00	\$ 9,000.00
Total Base Bid Amount						\$ 842,185.25		\$ 932,650.00		\$ 817,438.65		\$ 861,510.00

These bids will be reviewed by the Public Utilities Department, and a recommendation will be made to Council.

There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

Attachment: Copy of 2019 Seward Road Water Line Improvementsams (1308 : Contract with Smithcorp

BIDDER (Name/Address/Phone)

Larry Smith Incorporated 5737 Dry Fork Road Clevs, OH 45002 513-367-0218		Ford Development Corp 11148 Woodward Lane Cincinnati, OH 45241 513-772-1521		Lykins Contracting 12783 N State Road 101 Sunman, IN 47041 812-623-2244		Smithcorp Inc. 130 Novner Drive Cincinnati, OH 45215 513-782-8882	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
\$ 100.00	\$ 2,300.00	\$ 1.00	\$ 23.00	\$ 235.00	\$ 5,405.00	\$ 75.00	\$ 1,725.00
\$ 210.00	\$ 32,340.00	\$ 120.00	\$ 18,480.00	\$ 350.00	\$ 53,900.00	\$ 238.00	\$ 36,652.00
\$ 220.00	\$ 7,260.00	\$ 130.00	\$ 4,290.00	\$ 320.00	\$ 10,560.00	\$ 265.00	\$ 8,745.00
\$ 81.00	\$ 16,362.00	\$ 100.00	\$ 20,200.00	\$ 50.00	\$ 10,100.00	\$ 115.00	\$ 23,230.00
\$ 30.00	\$ 2,190.00	\$ 50.00	\$ 3,650.00	\$ 45.00	\$ 3,285.00	\$ 70.00	\$ 5,110.00
\$ 35.00	\$ 1,960.00	\$ 50.00	\$ 2,800.00	\$ 45.00	\$ 2,520.00	\$ 90.00	\$ 5,040.00
\$ 20.00	\$ 1,000.00	\$ 5.00	\$ 250.00	\$ 28.00	\$ 1,400.00	\$ 28.00	\$ 1,400.00
\$ 22.00	\$ 1,100.00	\$ 10.00	\$ 500.00	\$ 29.00	\$ 1,450.00	\$ 33.00	\$ 1,650.00
\$ 25.00	\$ 1,250.00	\$ 15.00	\$ 750.00	\$ 30.00	\$ 1,500.00	\$ 36.50	\$ 1,825.00
\$ 40.00	\$ 800.00	\$ 20.00	\$ 400.00	\$ 44.00	\$ 880.00	\$ 55.00	\$ 1,100.00
\$ 18,000.00	\$ 18,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,100.00	\$ 12,100.00	\$ 9,500.00	\$ 9,500.00
\$ 100.00	\$ 300.00	\$ 65.00	\$ 195.00	\$ 250.00	\$ 750.00	\$ 50.00	\$ 150.00
\$ 100.00	\$ 300.00	\$ 95.00	\$ 285.00	\$ 250.00	\$ 750.00	\$ 75.00	\$ 225.00
\$ 60.00	\$ 3,480.00	\$ 150.00	\$ 8,700.00	\$ 27.00	\$ 1,566.00	\$ 40.00	\$ 2,320.00
\$ 123.00	\$ 17,220.00	\$ 140.00	\$ 19,600.00	\$ 69.00	\$ 9,660.00	\$ 135.00	\$ 18,900.00
\$ 102.00	\$ 3,570.00	\$ 115.00	\$ 4,025.00	\$ 92.00	\$ 3,220.00	\$ 85.00	\$ 2,975.00
\$ 141.00	\$ 20,445.00	\$ 150.00	\$ 21,750.00	\$ 74.00	\$ 10,730.00	\$ 155.00	\$ 22,475.00
\$ 115.00	\$ 8,165.00	\$ 120.00	\$ 8,520.00	\$ 110.00	\$ 7,810.00	\$ 105.00	\$ 7,455.00
\$ 169.00	\$ 261,105.00	\$ 153.00	\$ 236,385.00	\$ 161.00	\$ 248,745.00	\$ 168.00	\$ 259,560.00
\$ 126.00	\$ 335,790.00	\$ 125.00	\$ 333,125.00	\$ 129.00	\$ 343,785.00	\$ 72.00	\$ 191,880.00
\$ 1,150.00	\$ 4,600.00	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 1,750.00	\$ 7,000.00

BIDDER (Name/Address/Phone)							
Larry Smith Incorporated 5737 Dry Fork Road Cleveland, OH 44102 513-367-0218		Ford Development Corp 11148 Woodward Lane Cincinnati, OH 45241 513-772-1521		Lykins Contracting 12783 N State Road 101 Sunman, IN 47041 812-623-2244		Smithcorp Inc. 130 Novner Drive Cincinnati, OH 45215 513-782-8882	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$ 1,400.00	\$ 7,000.00	\$ 800.00	\$ 4,000.00	\$ 1,110.00	\$ 5,550.00	\$ 1,750.00	\$ 8,750.00
\$ 2,300.00	\$ 36,800.00	\$ 1,500.00	\$ 24,000.00	\$ 2,010.00	\$ 32,160.00	\$ 3,000.00	\$ 48,000.00
\$ 2,000.00	\$ 28,000.00	\$ 8,000.00	\$ 112,000.00	\$ 4,000.00	\$ 56,000.00	\$ 5,675.00	\$ 79,450.00
\$ 500.00	\$ 3,000.00	\$ 100.00	\$ 600.00	\$ 315.00	\$ 1,890.00	\$ 100.00	\$ 600.00
\$ 4,750.00	\$ 61,750.00	\$ 3,000.00	\$ 39,000.00	\$ 3,950.00	\$ 51,350.00	\$ 4,900.00	\$ 63,700.00
\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,975.00	\$ 3,975.00	\$ 750.00	\$ 750.00
\$ 4.00	\$ 18,000.00	\$ 1.00	\$ 4,500.00	\$ 2.00	\$ 9,000.00	\$ 1.00	\$ 4,500.00
	\$ 898,187.00		\$ 888,128.00		\$ 896,741.00		\$ 816,167.00

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH SMITHCORP, INC. FOR THE SEWARD ROAD WATER MAIN
REPLACEMENT PROJECT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Smithcorp, Inc. for the Seward Road Water Main Replacement Project in accordance with the bid 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 project can be completed by the end of 2019; 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\2019\Smithcorp Inc.-Ord

Attachment: Smithcorp Inc.-Ord (1308 : Contract with Smithcorp Inc. and necessary appropriations for Water Main Replacement Project)



City Council Ordinance Regular Meeting - August 12, 2019

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:

Contract with TOMCO2 Systems and related appropriations for Carbon Dioxide System upgrades at WTP

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with TOMCO2 Systems for the replacement and upgrade of the Carbon Dioxide Storage and Gas Feed System at the City's Water Treatment Plant and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with TOMCO2 Systems, Loganville, GA, and appropriate total project funding in the amount of \$530,000.00 (\$475,000 contractual; \$55,000 non-contractual - various vendors) for the Carbon Dioxide System Improvement Project at the City's Water Treatment Plant. Rules suspension is requested in order to expedite the project.

Background/Synopsis:

This project includes the removal of outdated treatment plant equipment and the installation of two (2) new 30-ton horizontal Carbon Dioxide storage tanks and related gas feed control systems. The project also includes upgrades to associated programmable logic controllers (PLC's) in the Water Treatment Plant, as well as other IT hardware.

The City utilizes Carbon Dioxide gas in its water treatment process to control and adjust the pH of drinking water. After raising the pH to 10.8-11.0 S.U. during the lime softening process, the City must then lower the pH back to around 8.5 S.U. before pumping the water into the distribution system. pH control is critical in providing a stable, non-aggressive water supply that does not negatively affect home plumbing fixtures and pipes.

The City's existing Carbon Dioxide storage and feed system is at the end of its useful life. The storage tanks are approximately 40 years old and are showing signs of failure. The City intends to replace its existing TOMCO2 storage tanks and gas feed controllers with new, more efficient TOMCO2 tanks and controllers. The City desires to maintain consistency with the make and manufacturer of its Carbon Dioxide system to ensure compatibility with treatment processes and existing communications and control protocol. City staff and its independent design engineer GRW affirm the TOMCO2 system to be the best and most efficient Carbon Dioxide storage and feed option on the market for the municipal water treatment sector. A proposal for the upgraded equipment is attached for review, as well as a Sole Source Letter from TOMCO2, and a copy of recent purchase order amounts for comparable municipal systems.

While City staff will complete the project in-house at considerable savings versus a traditional contractor-managed approach, some limited technical contractor support will be necessary for the management of Carbon Dioxide gas during the transition to the new system, as well as for crane operation to remove the old tanks and to set the new tanks. This technical support will be provided by Signature CO2 Services per the attached proposal.

As part of this project, the City intends to upgrade and/or add various PLC's within the plant that are critical to the chemical treatment process. PLC's will be procured from PCS Technologies LLC, and related integration and communications work will be performed by PCS Technologies LLC, per the attached proposal.

Miscellaneous project-related materials, including but not limited to conduit, control and electrical wiring, instrumentation, electrical cabinets, and hardware, will also need to be procured for the successful completion of this project.

Requested appropriations are for the following:

TOMCO2 Systems / equipment supplier:	\$475,000.00 (contractual, pending)
Signature CO2 Services / contractor support:	\$15,500.00 (non-contractual)
PCS Technologies LLC / integration support:	\$15,000.00 (non-contractual)
Miscellaneous:	\$24,500.00 (non-contractual)

Financial Impact:

A contractual appropriation is requested for TOMCO2 Systems in the amount of \$475,000.00 – which includes contingency. Additional non-contractual appropriations for various other project-related materials and vendors are requested in the amount of \$55,000.00.

Funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP), under 9WT05 – ‘Replace Major Process Equipment’. Additional funding, if/as needed, will be re-directed from 9WT12. Funding source is the Water Replacement and Improvement Fund (604) for both projects.

Emergency Provision Explanation:

Emergency provision is needed to expedite the project in order to maintain adequate water treatment system redundancy and operation – so that the City can continue to provide a reliable supply of clean and safe drinking water to its customers. More specifically, the gas refrigeration units on the existing ~40-year old Carbon Dioxide storage tanks have experienced multiple failures and break-downs over the past several months, adding to the urgency of this replacement project.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Estimate_1173_from_Signature_CO2_Services_Inc
2. PCS proposal CO2 system programming services
3. FFWTP_ChemicalBldg_PLC_Upgrade_080119A
4. Fairfield OH TOMCO Bid Letter 08022019
5. Fairfield OH TOMCO system BID SCOPE detailed
6. Terms and Conditions TOMCO Sale and Limited Warranty 0818
7. Sole Source letter TOMCO Fairfield OH
8. Fairfield OH Sim Jobs 080619
9. Tomco2-Ord

Signature CO2 Services, Inc.
 118 W 350 S
 Valparaiso, IN 46385 US
 krisrushmore3@msn.com
 www.signatureco2services.com

Estimate

ADDRESS

Adam Sackenheim
 Fairfield OH
 5021 Groh Lane
 Fairfield, OH 45014

ESTIMATE #	DATE	
1173	07/17/2019	

ACTIVITY	QTY	RATE	AMOU
Service Labor to disconnect two 30-ton Co2 tanks for replacement and install two new Tomco tanks. Set up of portable Co2 tank for temporary usage during tank swap out. Installing new tanks with Stainless Steel but welded piping. Labor to purge, chill and fill new Co2 tanks with portable tank. Two techs on-site for five days.	5	1,040.00	5,200.
Parts Stainless Steel pipe, Welding equipment,	1	1,120.00	1,120.
Tank Rental 26-ton Co2 tank rental. Transportation cost delivery and pickup.	1	3,430.00	3,430.
crane fee 120 -ton Crane on-site 8 hours.	1	7,800.00	7,800.
Travel Time Travel time round trip.	8	60.00	480.
Milage Mileage round trip.	900	0.75	675.
Per Diem Four nights stay.	4	150.00	600.
Services Tank credit for two used 30-ton Tomco's. Will utilize cranes on-site for new tanks to remove old tanks.	2	-2,500.00	-5,000.
TOTAL			\$14,305.00

Accepted By

Accepted Date

Attachment: Estimate_1173 from_Signature_CO2_Services_Inc (1307 : Contract with TOMCO2 Systems and related appropriations for Carbon

PCS Technologies LLC

6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727 Fax: (513) 844-8727



PROPOSAL

To:	Mr. Jason Hunold	Date:	July 31, 2019
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WTP – Tomco CO2 Feed System SCADA Integration
		Document Reference:	Tomco Wiring Diagrams (Typical Piqua WTP project) Tomco PLC Program (Pending)
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-073119A

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below for adding the Tomco CO2 Feeds 1 & 2 to SCADA. Services include reviewing Tomco PLC (Rockwell 1769-L32E or similar) program logic as well as Tomco local OIT screen and integrating selected data with the Fairfield WTP SCADA System.

Services Included:

The scope of this proposal includes PLC modifications to the MCP ControlLogix PLC to read/write selected data from each of the CO2 Feed PLCs. The CO2 Feed PLC and OIT IP addresses will have to be modified so that they are on the same network as SCADA or routing will need to be added at the Stratix 5700 in the MCP. New displays and alarms will be added to the alarm summary page to emulate the local Magelis OIT graphics.

A network connection (ethernet cabling or fiber) to the SCADA network is required.

A documented copy of the CO2 Feed PLCs is required to efficiently determine I/O addresses (tagnames) that will be interfaced to SCADA. If a documented program is not available, there will be additional effort to reverse engineer the existing logic and document so that integration is possible. Two methods are available for interfacing (both would be handled more efficiently if documented programs are available):

Method 1: Direct communication with CO2 Feed PLCs with Plant SCADA (RSView). This will provide the most flexible communication options and minimal additional programming for CO2 Feed PLCs. This is the preferred method but may not be acceptable to Tomco (because it would provide unrestricted access to all data/functionality).

Method 2: The MCP ControlLogix PLC will read/write selected data from the each of the CO2 Feed PLCs. The existing CO2 Feed PLCs will require modification to compact selected data in continuous arrays (similar to a column of data in Excel that is incremental – Tag1, Tag2, Tag3 etc.).

Services Included:

1. Review of existing CO2 Feed PLC programs to determine data available for SCADA interface
2. Coordination with Tomco to determine network addressing for new PLCs/OITs for compatibility with existing SCADA network.
3. PLC communication logic for MCP ControlLogix PLC to CO2 Feed PLCs.

4. HMI/SCADA modifications to interface with CO2 Feed 1 and 2
5. Operator training

No additional hardware is anticipated for integration to CO2 Feed systems unless the two CO2 Feed systems have identical IP addresses. In that case, routers are required in each of the CO2 Feed panels to segregate the networks Pricing for routers, if needed, is not included in our proposal).

Estimate of Services:

1. CO2 Feed PLC Programming Review and modification (documented program)
2. Additional time to Item #1 above. CO2 Feed PLC Programming reverse engineering and documentation (convert undocumented program)
3. HMI programming – Add CO2 Feed Screen to SCADA to emulate local OITs
4. Modifications to Stratix 5700 network switch
5. Operator Training

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware or software. PCS will use internal license for development purposes.
2. Special communication modules, media converters, adapters or software for communication with CO2 Feed PLCs
3. Fiber Patch panels or patch cables.
4. Magelis OIT - Vijeo Programming Software

Fee/Expenses:

Integration Services for CO2 Feed system with WTP SCADA (NTE Basis).....\$ 5,600

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 60 days.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,



Peter Constantinides

PCS Technologies LLC

(513) 868-8727

peterc@pcs-technologies.com

PCS Technologies LLC

6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727 Fax: (513) 844-8727



PROPOSAL

To:	Mr. Jason Hunold	Date:	August 1, 2019
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WTP – Chemical Building Area PLC Upgrade
		Document Reference:	Existing PLC drawings Existing PLC program
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-080119A

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below. This proposal includes conversion of legacy hardware PLC (SLC-5/04) with new Micrologix 1400 PLC and direct ethernet communications with the Fairfield WTP SCADA System. The physical I/O will be re-mapped and existing logic will be duplicated. Data to the SCADA system will be identical to current configuration. The proposal includes new wiring schematics and fabrication drawings of hardware (to be provided under this proposal) for installation by Fairfield Utilities staff.

Services Included:

The scope of this proposal includes PLC modifications to convert SLC-5/04 PLC to Micrologix 1400 PLC, I/O configuration, conversion of communication to SCADA using ethernet (to replace legacy DH+). The existing discrete and analog I/O for respective device will be re-mapped from existing SLC hardware to new Micrologix 1400 hardware and integrated with existing control logic. The existing HMI graphics will be modified as needed to accurately reflect data available for respective device. Alarming and graphics will be identical to existing unless directed otherwise by Fairfield staff. The existing enclosure, terminals, surge suppressors will be re-used. A new Micrologix 1400, I/O modules, 5-port unmanaged ethernet switch, 24 DC power supply as well as 120 VAC convenience receptacle will be mounted on small Backpanel in place of existing hardware (PLC, I/O modules, etc.).

Services Included:

1. Wiring/installation diagrams for new Micrologix 1400 to replace existing SLC-5/04 PLC (AutoCad and PDF format)
2. Conversion of existing PLC logic to Micrologix including I/O configuration conversion
3. Communication modifications from DH+ to ethernet.
4. Configuration and PLC communication logic for MCP ControlLogix.
5. HMI/SCADA modifications as needed
6. Operator training (refresher)

Hardware for Chemical Building PLC Modifications:

The following Rockwell Automation (Allen-Bradley) hardware will need to be purchased and installed (by others) in existing Chemical Building SLC-5/04 enclosure.

Hardware included in quotation:

QTY	DESCRIPTION	MNFR	PART No.
1	MICROLOGIX PLC, 20 - AC INPUT, 12 - RELAY OUTPUT	ALLEN-BRADLEY	1766-L32AWA
1	ANALOG INPUT MODULE - 4-CHANNEL 4-20mA	ALLEN-BRADLEY	1762-IF4
2	ANALOG OUTPUT MODULE - 4-CHANNEL 4-20mA	ALLEN-BRADLEY	1762-OF4
1	STRATIX 2000, 5 PORT UNMANAGED SWITCH	ALLEN-BRADLEY	1783-US5T
1	SUBPANEL 17 x 09	HOFFMAN ENG	A-20P12
2	FUSE HOLDER WITH FUSE, 24 VDC AND INDICATOR	ALLEN-BRADLEY	1492-H5
2	FUSE HOLDER BARRIERS	ALLEN-BRADLEY	1492-N37
1	DUPLEX RECEPTACLE	PHOENIX-CONTACT	5600461
2	DIN RAIL, ALUMINUM 1M	ALLEN-BRADLEY	1492-DR5
1	DIN RAIL, ALUMINUM RAISED 1M	ALLEN-BRADLEY	1492-DR6
10	TERMINALS	ALLEN-BRADLEY	1492-W3
2	TERMINAL BLOCK BARRIERS	ALLEN-BRADLEY	1492-EB3
1	TERMINAL MARKER 1 - 100	ALLEN-BRADLEY	1492-M6X10
6	TERMINAL END BARRIERS	ALLEN-BRADLEY	1492-EAJ35
2	CAT-6 SHIELDED CABLE, 7 FT	BELKIN	
12	1.5 x 3 WIREWAY	PANDUIT	F1.5X3LG6
12	1.5 x 3 WIREWAY COVER	PANDUIT	C1.5LG6
1	CIRCUIT BREAKER, 10 A, TRIP CURVE B	SQUARE-D	QOU110
1	GROUND BAR, 7-POLE	SQUARE-D	PK7GTA
1	UPS, 120 VAC/120VAC, 750 VA	TRIPP-LITE	ECO750UPS
2	FUSE, TIME DELAY, 1.0A	EATON	MDA-1-R
2	FUSE, TIME DELAY, 2.5A	EATON	MDA-2-1-2-R
2	FUSE, TIME DELAY, 2.5A	EATON	MDA-3-R
1	TEMPERATURE/RH TRANSMITTER (4-20mA/0-10VDC), LCD DISPLAY	DWYER	RHP-2N44-LCD
1	RTD TEMPERATURE TRANSMITTER	ACROMAG	ST131-0610
1	RTD TEMPERATURE SS PROBE IN N4X HOUSING	OMEGA	PR-12-3-100-1/4-4-E-SL

Note: Temperature/humidity sensors (mounted inside enclosure) and temperature sensor (building/room temperature) are optional and may be omitted.

Estimate of Services:

CAD Drawings – Schematics/fabrication drawings - Convert existing PLC to Micrologix 1400 PLC and associated hardware

PLC Programming – Convert from SLC-5/04 to Micrologix 1400 PLC

Programming and communications at MCP ControlLogix PLC

HMI programming - Change from SLC based addressing to Logix Tag based registers

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware or software. PCS will use internal license for development purposes.
2. Special communication modules, media converters, adapters or software for communication with Fioptics media other than an ethernet (Copper media) switch.
3. Fiber Patch panels or patch cables (other than installed inside PLC panel).
4. Installation of PLC and associated h/w at Chem Building PLC panel.

NOTE: An ethernet connection to WTP SCADA network is required. This can be fiber (additional h/w required) or copper media (CAT6, shielded).

Fee/Expenses:

Integration Services at Chemical Building Panel.....	\$ 4,200
Hardware per BOM listed above (Cost + 10%):	\$ 3,840
Delete Optional Internal/External Temperature Sensors.....	\$ -420

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 60 days. Please note that Rockwell Automation typically has an annual price increase in August.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,



Peter Constantinides
PCS Technologies LLC
 (513) 868-8727
peterc@pcs-technologies.com

Attachment: FFWTP_ChemicalBldg_PLC_Upgrade_080119A (1307 : Contract with TOMCO2 Systems and related appropriations for Carbon

August 2, 2019

Mr. Adam Sackenheim
Public Utilities Director
4799 Groh Lane
Fairfield, OH 45014

RE: TOMCO₂ Proposal #2324-R2 Carbon Dioxide Storage and Feed Equipment for the Fairfield, OH Water Treatment Plant.

TOMCO₂ Systems is pleased to submit, our proposal #2324-R2 covering the two new 30 ton capacity horizontal carbon dioxide storage systems, 150 lb/hr dual train carbon dioxide gas feed panel, PLC master control panel, two pH transmitters and gas diffuser assemblies to be located at the Fairfield, OH Water Treatment Plant. The storage tanks will be complete with I-beam frames suitable for installation at grade elevation. The refrigeration unit, vaporizer, vapor heater and first stage pressure regulator will be pre-installed in the front cabinet of each tank. We have attached our equipment scope to this proposal. Please read our scope carefully to be certain as to what TOMCO₂ is proposing to supply.

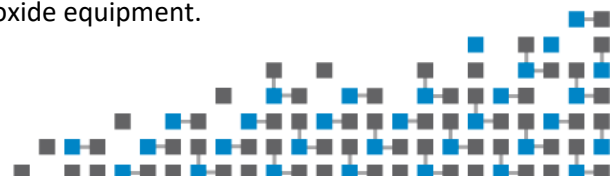
We can send shop drawings and submittals for your review eight (8) weeks after our receipt of your purchase order. Shipment of the equipment can be fourteen - sixteen (14-16) weeks after our receipt of approved submittals and notice to proceed.

TOMCO₂ Systems will warrant the equipment supplied, as described in the attached specification, for a period of one (1) year from the date of start-up or eighteen (18) months from the date of shipment, whichever occurs first.

Please note that under no circumstances shall the CO₂ gas feed piping be hydrostatically tested. Hydrostatic testing may void the warranty. All pressure testing of the CO₂ field piping shall be pneumatic per ASME B31.3.

Field installation will require the following, not provided by TOMCO₂:

- 1) Concrete foundation for the CO₂ storage tanks.
- 2) Anchor bolts for the equipment.
- 3) Interconnecting CO₂ pipe between the CO₂ storage system, Dual CO₂ feed panel, and diffuser assemblies. This pipe can be 1 inch schedule 40 stainless steel or black steel, welded, or schedule 80 stainless steel or black steel, threaded, with 2000 lb fittings or 1 inch type K copper with silver soldered joints.
- 4) Electrical power to each CO₂ storage tank. This will be a single 480 volt, three phase, 60 Hz 50 amp connection each.
- 5) Electrical power to the Dual CO₂ gas feed panel and PLC master control panel. This will be 120 volt, single phase each panel.
- 6) Electrical power to the two pH transmitters.
- 7) Any control or signal wiring required between our system and the plant process control system or other control panels or components.
- 8) Liquid CO₂ to fill the storage tanks.
- 9) Crane service and rigging to unload the carbon dioxide equipment.



- 10) Installation of the diffusers, pH electrodes and transmitters and other loose components.

The price for our equipment, as proposed in the attached TOMCO₂ Scope of Work, is Four Hundred Fifty-Four Thousand Six-Hundred and Fifty-Five Dollars (\$454,655.00). The TOMCO₂ representative for this project is Mr. Peter Herlihy of Pelton Environmental. Mr. Herlihy can be reached at 440-838-1221 or cell: 513-476-5600.

Our purchase price includes the following:

- 1) Equipment as specified.
- 2) Submittals and shop drawings.
- 3) Programming
- 4) Freight to the jobsite
- 5) Start-up and training
- 6) Operating and Maintenance Manuals
- 7) One Year Warranty

Payment terms are Net 30 days from the date of invoice, which will be the date of completion and availability with approved credit. Please note that a thirty percent (30%) deposit will be required and seventy percent (70%) balance due thirty (30) days from the date of invoice.

Our price does not include Federal, State or local taxes.

This proposal is firm for sixty (60) days and subject to the attached Terms and Conditions of Sale.

It is understood by your acceptance of the TOMCO₂ terms and conditions of this letter, retainage is to be paid in full no longer than 30 days from the date of start-up of our equipment. Payment of the full invoiced amount less retainage is due after shipment and prior to start-up and commissioning of the system.

At TOMCO₂ we stand by our state-of-the-art CO₂ products and solutions with certified technicians that are available 24/7 to ensure your CO₂ equipment delivers maximum efficiency. Our team of experts consistently goes above and beyond, not just because it sets us apart, but because it's the right thing to do.

If you have any questions, please do not hesitate to call me or Mr. Herlihy.

Sincerely,

Michael A. Dirth

Michael Dirth

Municipal Water Manager

TOMCO₂ Systems

Water Technologies Division

Customer Acknowledgement of TOMCO₂ Terms and Conditions:

Customer Name: _____

Authorized Signature: _____

Date: _____

CC: Peter Herlihy

Attachments: TOMCO₂ scope #2324-R2, Terms and Conditions, Similar priced jobs, Sole source letter



TF 1-800-832-4262

PH 770-979-8000

FX 770-985-9179

TOMCOsystems.com

3340 Rosebud Road

Loganville, GA 30052 USA

CARBON DIOXIDE FEED AND STORAGE EQUIPMENT

FINAL SPECIFICATIONS

FAIRFIELD, OH WTP

TOMCO₂ Quotation # 2324-R2

August 2, 2019

SCOPE

- A. Work Included: This section covers the work necessary to furnish the equipment and materials required for the carbon dioxide storage and feed system and PLC master control panel as specified herein. The system, shall be furnished by one supplier, with at least 30 years of prior experience in supplying carbon dioxide systems of the type specified.
- B. The basic system consists of the following equipment and materials:
 - 1. Two (2) TOMCO₂ model 3075CA 30 ton capacity Liquid Carbon Dioxide storage tanks complete with refrigeration units.
 - 2. Two (2) TOMCO₂ model M-259CI, 12 kW electric vaporizers.
 - 3. Two (2) TOMCO₂ model CVH-4ss CO₂ vapor heaters.
 - 4. Two (2) First stage CO₂ pressure regulators.
 - 5. One (1) TOMCO₂ Dual train Carbon Dioxide pH control panel.
 - 6. One (1) TOMCO₂ PLC Master Control Panel.
 - 7. Two (2) TOMCO₂ Carbon Dioxide gas diffuser assemblies.
 - 8. Two (2) Hach pH Analyzer/transmitters and pH electrodes.
 - 9. Instrumentation and control equipment, as specified herein.

MANUFACTURER

The Manufacturer certifies it meets or exceeds the following qualifications:

The Manufacturer is the actual manufacturer of the equipment being supplied.

The Manufacturer has successfully designed and manufactured hundreds of similar equipment for the proposed application for at least 30 years.

The Manufacturer maintains a list of hundreds of references who are current successful users of similar systems designed, fabricated, and assembled by the Manufacturer.

The Manufacturer has the required financial capability.

The Manufacturer maintains a qualified technical engineering staff and design office.

The Manufacturer operates a physical plant and employs fabricating personnel to complete the work specified.

The Manufacturer operates an ASME Pressure Vessel Shop and employs certified welders to produce the pressure vessel to ASME standards, inspection and testing as required.

The Manufacturer employs and will maintain competent service personnel to service the equipment furnished and provide post commissioning assistance.

The Manufacturer is an active member of CGA (Compressed Gas Association).

The Manufacturer of the carbon dioxide system shall be TOMCO₂ Systems, Loganville, GA, USA.

QUALITY ASSURANCE

The Specifications and applicable Drawings are based on equipment, products, and services offered by TOMCO₂ Systems, Loganville, Georgia. Changes in the dimensions, layout, or location of equipment or accessories, or type of accessories required to accommodate alternate carbon dioxide feed system manufacturers and models shall be at the Contractor's expense. Design changes shall be performed by discipline engineers registered in the State of Ohio, at Contractor's expense. This includes all civil, structural, mechanical, electrical, or instrumentation and controls changes that may be determined necessary to accommodate the system(s) of other manufacturers. The Contractor shall also be solely responsible for all permit modifications necessary to accommodate an alternate manufacturer's design.

STATEMENT OF CONFORMANCE

The manufacturer of the carbon dioxide feed system and carbon dioxide storage equipment shall inspect the completed installation and provide written certification that the system will operate as designed and specified herein.

LIQUID CARBON DIOXIDE STORAGE TANKS (2)

Two storage tanks shall be provided for independent operation and consist of a welded steel pressure vessel designed and constructed in accordance with Section VIII, Division 1 of the ASME "Code for Unfired Pressure Vessels". The Manufacturer shall fabricate the pressure vessels in its own ASME pressure vessel shop. Pressure vessels manufactured by a different manufacturer from the tank supplier will not be accepted. It is the intention for the complete storage tanks, pressure vessels, vaporizers and vapor heaters to be fabricated by the same manufacturer in the same facility.

The storage tanks shall be horizontal C-Series with I-beam frame and capable of holding 60,000 pounds each of liquid carbon dioxide at 300 psig and 0°F. Each tank shall have an elliptical manway installed on the rear head for cleaning access and inspection of the pressure vessel. Installation including foundation, elevation, piping, wiring, and instrumentation must be performed and strictly adhered to TOMCO₂ recommendations and specifications.

The tanks shall be insulated with a minimum of 4 inches of urethane foam insulation, which shall be covered with a 0.063" factory painted white aluminum shell. The ends are to be covered with aluminum performed flanged and dished heads. The thermal conductivity (overall U-factor) for the insulated tank wall shall not be greater than 0.040 Btu per hour per square foot per °F.

Each tank shall be complete with a liquid level gauge calibrated to read in pounds, 0 to 600 psig pressure gauge, liquid level and pressure transmitters (Foxboro), and all necessary Schedule 80 pipe connections for filling and withdrawal of CO₂ from the storage tanks. Truck unloading capability consisting of CGA forged brass liquid fill and vapor balance fittings will be provided.

A complete environmentally safe R-404A refrigeration system shall be provided with each storage tank that will automatically maintain the storage tank at 0°F and 300 psig. The evaporator coil of the refrigeration unit shall be located inside of the top portion of the storage tank, with the compressor and air-cooled condensing coil mounted on the frame at the end of the tank. Each refrigeration unit shall be equipped with a condensing unit driven by a 4 HP, 480 volt, 60 cycle, 3-phase scroll compressor and provided with a circuit breaker with operating handle, motor starter, and a 120-volt control voltage transformer in a NEMA 4X type 304 stainless steel electrical enclosure. Each condensing unit will include a sight glass, refrigerant line, solenoid valve, expansion valve and a refrigeration coil mounted internally in the storage tank. Automatic controls shall be

provided to start and stop the compressor, thereby controlling the temperature of the CO₂ in order to maintain the proper operating pressure.

Each storage tank shall be protected from being subjected to pressures greater than the maximum allowable working pressure of 350 psig by means of two ASME approved, spring actuated safety relief valves and two bleeder type relief valves, complete with three way switching valves. The main safety relief valve assembly will be shipped loose for installation by others.

Each tank shall be provided with a pressure switch to sound an alarm automatically in the event of excessive high or low pressure in the tank. The alarm horn and indicating lights shall be mounted on the refrigeration control panel located on the storage tank. Each panel shall be complete with an alarm silence circuit to shut off the audible alarm. Contacts shall be provided for remote indication of high and low tank pressure alarm as well as 4-20 mA analog outputs for tank level and pressure.

Each storage tank shall be provided with an enclosure at one end, which shall provide weather protection for the refrigeration unit, vaporizer, vapor heater, electrical panels and fill valves. The enclosure shall consist of a structural frame, which shall be covered with aluminum sheet, minimum thickness 0.04 inches (1 mm). The storage tank, enclosure, frame, and other exposed metal surfaces shall be painted according to Manufacturers' Standards.

All nozzles on the vessels shall be schedule 80 stainless steel. All piping and fittings provided internal to the storage tank system shall be Schedule 80 carbon steel. All piping and fittings provided external to the vessels and supplied as part of the storage system shall be Schedule 80 carbon steel, with 2,000 psi rated threaded fittings. Type 316 stainless steel ball valves shall be provided where the connections for the liquid fill, vapor return and process lines connect to the tank, and where needed to remove and service the vaporizers, vapor heaters, etc., without emptying the tanks. 1-1/2" liquid CO₂ and 1" vapor balance fill couplings shall be standard CGA brass threaded connections for CO₂ service pre-piped inside the enclosures with type 304 stainless steel piping and 2000 lb fittings.

Adequate vent area shall be provided to allow cooling air circulation for the refrigeration system. Three lockable, hinged doors to provide access to each enclosure shall be provided.

The approximate overall tank dimensions are 36' long x 7'-6" wide x 8'-10" high. The shipping weight (empty) is approximately 30,000 lbs.

The storage tanks shall be **Model No. 3075CA** as manufactured by TOMCO₂ Systems of Loganville, Georgia.

CARBON DIOXIDE ELECTRIC VAPORIZERS (2)

Each tank shall be provided with one complete electric vaporizer unit, capable of vaporizing 325 lbs of liquid carbon dioxide per hour at 300 psig. Automatic controls shall be provided to control the vaporizer to maintain the tank pressure above 245 psig. An adjustable differential pressure switch shall activate the vaporizer at 245 psig and shall deactivate the unit at 255 psig. Liquid carbon dioxide shall be drawn off of the bottom tank, with the resulting vapor returning to the top of the tank. A purging valve for easy removal of accumulated impurities, safety controls consisting of a safety relief valve, a thermostat for overheat protection and a fused control circuit for coil protection shall be provided. Electrical requirements shall be 480-volt, 3-phase, 60-Hz, and shall be provided with a circuit breaker disconnect switch and contactor located in a type 304 stainless steel NEMA 4X electrical enclosure. Each vaporizer shall be supplied as an integral part of the storage tank; pre-piped, pre-wired and pre-insulated and located in the storage tank equipment enclosure.

The vaporizers shall be **Model No. M-259CI** as manufactured by TOMCO₂ Systems of Loganville, Georgia.

CARBON DIOXIDE VAPOR HEATERS (2)

A 4 kW carbon dioxide vapor heater shall be provided with each storage tank to heat the 0°F CO₂ gas to near room temperature. Each vapor heater shall be rated for operation at 480 volts, single-phase, 60 Hz. Each vapor heater shall be supplied complete with electronic temperature control. Operating control range shall be adjustable from 30° to 110°F. Solid high conductivity aluminum pressure castings containing the electrical resistance heaters and aluminum castings containing the stainless steel tubing for the CO₂ vapor shall be provided. An overheat device shall be supplied to shut off the heating element should the temperature reach 200°F. A manual reset button shall be supplied for restarting each heater after the overheat temperature controller has tripped out. Each vapor heater shall be pre-piped and pre-wired with a thru-the-door disconnect switch and NEMA 12 type 304 stainless steel cover inside the storage tank aluminum control house with a separate cabinet door for access.

Vapor heaters shall be **Model No. CVH-4SS** as manufactured by TOMCO₂ Systems of Loganville, Georgia.

FIRST STAGE PRESSURE REGULATORS (2)

- A. A carbon dioxide pressure reducing regulator will be supplied, and pre-installed in the CO₂ pipeline after each carbon dioxide vapor heater. The regulator shall be used to reduce the pressure from approximately 300 psig to 100 psig. The outlet pressure of the regulator shall be easily adjusted through the use of an adjustment screw.

- B. A pressure gauge, 2-1/2" dial, 0 to 400 psig range, complete with isolation valve, shall be provided for indication of the CO₂ pressure downstream of each regulator.
- C. A pressure relief valve shall be provided installed in the pipeline prior to the pressure regulator. Relief valve shall be set for 450 psig.

CARBON DIOXIDE FEED PANEL

One (1) TOMCO₂ Carbon Dioxide, automatic, dual train feed panel will be provided. All CO₂ piping and fittings will be Type 304 stainless steel. The panel will be a open style suitable for wall or frame mounting and constructed of type 304 stainless steel. The feed panel dimensions shall be approximately 72 inches wide x 54 inches high x 30 inches deep. The rate of CO₂ gas fed to the two recarbonation basins shall be adjusted via two electrically actuated control valves receiving a 4-20 mA control signal from the PLC master control panel. Maximum CO₂ flow capacity shall be 150 lb/hour per train. Electrical supply to the feed panel shall be 120 volt AC, 60 Hertz. The feed control panel will contain the following:

One (1) stainless steel "Y" strainer will be provided on the inlet side of the CO₂ feed panel to remove any debris that might pass through the CO₂ vapor line from the storage tank.

One (1) pressure gauge, 2-1/2" dial, complete with isolation valve, shall be provided for indication of the CO₂ pressure entering the gas feed panel prior to the second stage pressure regulators.

Two (2) second stage pressure regulators will be supplied. Each regulator will reduce the CO₂ pressure from the first stage regulator to the desired interim operating pressure of 60 psig (75 psig max.). Each regulator will have an aluminum body, spring case and lower case, valve stem and valve stem guide; EPDM valve disc and holder and diaphragm, and zinc plated control spring seat. The outlet pressure of the regulator will be easily adjusted through the use of an adjustment screw. Regulator shall be designed specifically for CO₂ service; C-1680M Series by Rego.

Two (2) pressure gauges, 2-1/2" dials, complete with isolation valves, shall be provided for indication of the CO₂ pressure downstream of the second stage regulators.

Two (2) indicating electronic thermal-mass type CO₂ flow meter/transmitters shall be provided. The body and wetted parts will be 316 stainless steel. The meter will be designed for mass flow and will transmit an analog (4-20 mA dc) flow and temperature signal to the master control panel PLC. Accuracy of the meter will be two percent of full scale. The flow meter shall be sized to correspond with the design rate of carbon dioxide per hour. A local LCD display shall provide readout of local flow rate or total flow. The meter housing shall be rated NEMA 4X. The meter shall be ST-100 Series by FCI.

Two (2) Electronic, microprocessor based, linear actuated CO₂ flow control valves will be provided. The electric motor operated actuator is controlled via an electronic, proportional 4-20 mA D.C. signal from the master control panel PLC. The valve body will be type-316 stainless steel with stainless steel internal trim. Valve and actuator shall be Badger EVA Series.

Two (2) manually operated CO₂ flow control by-pass valves will be supplied. The valves will be stainless steel construction and designed for positive control of CO₂ flow.

Two (2) glass tube-type indicating CO₂ flow meters shall be provided on the manual by-pass line. The frame will be stainless steel with stainless steel end fittings. Accuracy of the meter will be two percent of full scale. The flow meters shall be sized to correspond with the design rate of carbon dioxide per hour.

Three (3) pressure relief valves shall be provided for protection of the feed panel components. The valves shall have a brass body and stainless steel spring. Safety relief valves shall be set to relieve at 150 psig.

Two (2) electrically actuated CO₂ solenoid valves will be provided for shutting off the CO₂ flow with a signal from the master control system via the master control panel PLC. The solenoid valves shall have a brass body and a 120-volt solenoid coil. Solenoid valves shall be provided for initiating or stopping CO₂ flow to the PSF panel. The valves shall be normally closed (energize to open - fail closed). In case of loss of power, the CO₂ solenoid will stop CO₂ flow to the panel.

Nine (9) CO₂ isolation ball valves will be supplied. Two for isolation each train, one at the panel inlet, two for the solenoid valves by-pass and four for isolation of the control valves. The valve bodies will be of Type-316 stainless steel construction with stainless steel trim. The valves will be designed specifically for CO₂ service.

pH GEAR

Two (2) insertion type pH electrode assemblies will be provided for field installation in the recarbonation basins. Each electrode assembly shall include a pH glass electrode, a reference electrode, a thermo-compensator and a pre-amplifier, all enclosed in a corrosion resistant PEEK body. Two of the pH electrode assemblies will be located approximately 180 seconds downstream of the carbon dioxide application point for measurement of the pH and transmitting the pH measurement signal to the pH transmitter. Each electrode assembly will be complete with 10 meters of cable and submersion assembly for mounting in the basin. The pH electrodes shall be Hach model DPD1P1.

Two (2) pH indicating analyzer/transmitters will be provided for installation near the electrode assemblies. Each pH analyzer will be complete with output indication, remote

pH transmission, and hi/low pH alarm. Each pH analyzer will transmit one 4-20 mA D.C. signal to the PSF master control panel PLC. The pH analyzers shall be Hach model SC-200.

All necessary feed panel valves, safeties, gauges, pipe, pipe fittings, etc. will be included as part of the Carbon Dioxide feed system panel. The above components will be factory assembled and all field connections clearly marked. The entire assembly shall be shop tested and calibrated.

CARBON DIOXIDE DIFFUSER ASSEMBLIES

Two (2) CO₂ gas diffuser assemblies with ceramic, 2-inch diameter tube type, fine bubble diffusers will be supplied to input carbon dioxide into the recarbonation basins. The diffuser metal parts will be constructed of stainless steel. The diffusers tubes will come complete with 3/4-inch pipe threaded connections. A type 304 stainless steel mounting assembly suitable for mounting in the recarbonation basins will be provided. The diffuser assemblies are to be installed into the recarbonation basin by others.

MASTER CONTROL PANEL

The Gas Feed Systems shall be controlled by a single Master Control Panel. The control panel shall control the functions of each carbon dioxide feed train. The controls shall be housed in a NEMA 4X type 304 stainless steel enclosure mounted on the wall near the gas feed panel. The panel shall be sized to incorporate controls to the gas feed system as follows:

The control panel shall provide a flow-paced control with pH trim function based on an initial operator set point for CO₂ concentration. The PLC will be complete with all necessary software and operating interface to make a complete control system.

The master control panel shall include the following components:

- One (1) Master PLC, which shall communicate with the owners plant control system over a 100BASE-T Ethernet connection then transmit a PID analog control signal to the CO₂ control valve actuators. The processor shall provide flow-paced control with pH trim based on an operator set point for CO₂ concentration and pH set point or an operator CO₂ flow rate set point. The processor will be complete with all necessary I/O modules, switches, software and operating interface to make a complete control system. PLC shall be Allen-Bradley Compact Logix Series 1769-L33ER. Applications software shall be RSLogix 5000 Version 30.
- One (1) Touch-screen operator interface mounted on the face of the control panel for local control and monitoring of the carbon dioxide feed equipment and storage tank. Touch-screen shall be Allen-Bradley Panel View Plus 1500 Series.

- One (1) 24-volt power supply shall be provided for supplying the loop power required to transmit the analog signals from the feed panel to the plant control system. Power supply shall be Allen-Bradley 1769-PA4.
- One (1) on/off switch and power light will be provided on the control panel door. The switch will provide 120 Volt AC power to the electronics in the panel. Switch and light module shall be NEMA 4X rated.
- Ethernet I/P module – N-Tron.
- One uninterruptible power supply – Sola HD SDU850.
- McLean cabinet cooler with air-to-air heat exchanger for removing heat build up from the PLC processor and electronics in the panel.
- Cutler Hammer circuit breaker.
- Acromag loop isolators for all incoming and outgoing 4-20 mA analog signals.
- IDEC 2-pole interposing relays.
- Marathon terminal blocks.
- All necessary Allen-Bradley 1769 Series analog and digital I/O required to communicate as described herein.

The following signals shall be exchanged between the master control panel, feed panel, storage tank and plant control system:

I/O SIGNALS

From the plant control system to the PLC master control panel via Ethernet:

- o Feed panel selected (on/off) x2
- o Plant water flow rate (mgd)
- o pH set-point x2
- o CO₂ Dose (mg/l) x2

From each pH transmitter to the PLC master control panel:

- o pH signal (4-20 mA) x2

From each CO₂ storage tank to the PLC Master Control Panel:

- o CO₂ tank level signal (4-20 mA) x2
- o CO₂ tank pressure signal (4-20 mA) x2
- o CO₂ tank low pressure alarm x2
- o CO₂ tank high pressure alarm x2

From the feed panel to the PLC Master Control Panel:

- o CO₂ flow rate (4-20 mA) x2

From the PLC master control panel to the feed panel:

- o Feed panel solenoid valve enabled x2
- o Control valve position (4-20mA) x2

From the PLC master control panel to the plant control system via Ethernet:

- o CO₂ flow rate x2
- o Feed panel enabled x2
- o Feed panel Auto/Remote mode x2
- o Process pH x2
- o CO₂ tank level signal (in pounds) x2
- o CO₂ tank pressure (psig) x 2
- o CO₂ tank low pressure alarm
- o CO₂ tank high pressure alarm

FIELD SERVICE

The above components will be factory assembled and all field connections clearly marked. The entire assembly shall be programmed, shop tested and calibrated and shipped to the job-site. Commissioning, start-up and training of the system by a TOMCO₂ factory technician will be provided in two trips of two days each on site. Detailed drawings, parts list, operating manuals and 1 year warranty from date of start-up are provided as part of the equipment package.

ITEMS NOT INCLUDED WITH PROPOSED EQUIPMENT

- a) Foundation, concrete pad or anchor bolts for the equipment.
- b) Electrical wire, junction boxes, main disconnects or conduit for the equipment.
- c) Erection and installation; however, complete erection and installation drawings will be provided.
- d) Interconnecting piping and valves between the CO₂ storage tanks and the feed panel.
- e) Interconnecting piping and valves between the feed panel and the gas diffuser assemblies.
- f) Crane and rigging to unload the equipment at the jobsite.
- g) Piping supports or wall sleeves for field piping.
- h) Liquid CO₂ to fill the storage tanks.
- i) Interconnecting communication wiring or cable between the storage tank, PLC master control panel, feed panel, pH transmitters, CO₂ monitor and the plant control system.
- j) Piping of all pressure relief devices to the outdoors.
- k) Any special fill connections required by the CO₂ supplier.

- l) Spare Parts.
- m) CO₂ gas monitor if located indoors.
- n) Third pH probe and transmitter for additional downstream pH monitoring.
- o) Canopy or shade for the feed panel and master control panel (if installed outdoors).
- p) Presence of a TOMCO₂ technician for extended operational field testing.
- q) Taxes, fees, duties, licenses or any other fees.
- r) Bid bond, supply bond or any other type of bonds.
- s) Any specific requirements not listed herein.

XXXX END OF SECTION XXXX

TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY

SUPERSEDES ALL PREVIOUS TERMS AND CONDITIONS OF SALE

These terms and conditions form a part of and are incorporated into that certain proposal for purchase of goods submitted by TOMCO2 Systems® Company ("Seller") to Buyer dated as of the date set forth in the proposal. NO TERMS OR CONDITIONS OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, IN ANY WAY PURPORTING TO MODIFY THESE TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S PURCHASE OR SHIPPING RELEASE FORMS, OR ELSEWHERE, SHALL BE BINDING ON SELLER WITHOUT SELLER'S EXPRESS WRITTEN CONSENT, ANY SUCH ATTEMPTED MODIFICATIONS ARE HEREBY REJECTED BY SELLER. ALL PROPOSALS, NEGOTIATIONS AND REPRESENTATIONS, IF ANY, MADE PRIOR TO OR CONTEMPORANEOUSLY HERewith AND WITH REFERENCE HERETO, ARE MERGED HEREIN. NO MODIFICATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING UPON SELLER WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER.

ACCEPTANCE OF TERMS AND CONDITIONS

The acceptance of the Terms and Conditions contained herein is an essential prerequisite to any contract of sale made by Seller. Any offer or acceptance by Seller is made subject to the terms and conditions contained herein and no additional or different terms offered by Buyer shall become apart of the Agreement of Sale between Seller and Buyer unless such terms have been expressly approved in writing by an authorized agent of Seller. If this document is an offer, acceptance of this offer is expressly limited to the terms hereof, and Seller reserves the right to withdraw this offer at any time before its acceptance by Buyer. If this document has been issued by Seller in response to a written offer made by Buyer, Seller's acceptance of Buyer's offer is expressly conditioned on Buyer's assent to the additional or different terms contained herein. If these terms and conditions are not acceptable, Buyer shall notify Seller in writing at once. Buyer's action in (a) accepting any goods manufactured and delivered hereunder, or (b) receiving this document without disaffirmance within three (3) business days of receipt shall constitute an unqualified acceptance by Buyer of the Terms and Conditions contained herein.

PRICES AND PAYMENT TERMS

All prices are subject to change without notice, until the order is accepted by Seller. All prices are EXWORKS (Incoterms 2010) Seller's facility in Loganville, Georgia. Prices do not include applicable local, state, federal or international taxes, tariffs or duties. Taxes are for the account of the Buyer. Prices quoted are valid for thirty (30) days from the date of quote. Such purchase price must be paid in accordance with the terms on the face hereof without deductions, set-offs, counterclaims, back charges, or any other charges of whatever nature, unless agreed in writing by Seller. Buyer shall notify Seller of any items disputed in good faith relating to an invoice within fifteen (15) days after the invoice date in writing specifying the nature of the disputed item. Payment for any agreed upon holdbacks must be paid upon competition of goods, but in no event later than nine (9) months after completion.

Payment of shipping costs will be in accordance with the provisions on the face hereof. Payment terms appear on the face of Seller's invoice. All orders are subject to credit approval. Buyer agrees that if any invoice or part thereof is not paid when due, a finance charge in the amount of 1.5% per month (but not exceeding the maximum

interest rate permitted by law) may be imposed by Seller on all amounts past due. If Seller is required to institute legal proceedings or assign the collection to a collection agency for collection of any invoice or part thereof Buyer shall be liable for all collection costs including legal fees incurred. Seller retains a purchase money security interest in all goods sold to Buyer until the purchase price is paid in full.

CHANGE ORDERS

Buyers may modify a Purchase Order only if approved by Seller in writing. Buyer shall submit a written change order request to Seller to reflect changes in specifications, delivery date, delivery location or quantity goods. A minimum of \$100 will be charged for each change order processed. Change orders requiring engineering changes will be assessed a minimum of \$200. Change order requests must be made through Seller's commercial sales department. Change order requests require review and approval by Seller's engineering, material control, manufacturing and credit departments. Change orders may be subject to price and/or schedule adjustment. Other change order terms may be set forth in the proposal.

DELIVERY

Seller shall use its best efforts to adhere to the delivery schedule specified on the order acknowledgment, but delivery may be subject to change. Delivery of all goods is EXWORKS Seller's Loganville, GA factory. If Seller believes it will be unable to comply with the delivery schedule, Seller will promptly notify Buyer of the probable length of any anticipated delay and the reason for it, and shall continue to notify Buyer of any material change in the delivery. Seller shall not be liable for any damage caused by a delay in delivery, irrespective of the cause of delay. If Seller is unable to comply with the delivery schedule, Seller will exercise reasonable efforts to expedite routing to minimize such a delay. Any changes in the method of shipment (such as by air freight) will be at Buyer's written direction and expense. Seller shall not be liable for damages for delays in delivery.

CANCELLATION

Cancellation of order or portions thereof will not be accepted after material has been purchased or fabrication has been started and will subject Buyer to special, direct, indirect and consequential damages.

CLAIMS

The Seller will not be responsible for handling, storage, demurrage or any other transportation or accessorial service on orders for shipment outside the United States.

TOLERANCE & VARIATIONS

Unless otherwise specified by Buyer in writing on front of these Terms of Sale, all goods will be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and will also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

FILINGS

Buyer, upon request of the Seller, will execute any documents necessary, including UCC statements, to evidence Buyer's



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indebtedness to Seller. Buyer authorizes Seller to file UCC-1 financing statements to perfect Seller's security interest.

DELAY

Seller Will not be responsible for any delay in performance due to acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, plant machinery breakdowns, differences with workmen, delays in transportation, shortage of cars, fuel, labor, or materials, or any cause beyond the reasonable control of the Seller.

LIMITED WARRANTY

Seller warrants to the original purchaser, or end user of all equipment sold by Seller that such equipment will be free from defects in materials and workmanship and will perform in accordance with Seller's standard specifications under normal use for a period of twelve (12) months from invoice, or hour usage (2,000 hours) for the following equipment: Pelletizer, Block Presses, Reformers and CM-35 Pump, if used, operated and maintained according to Seller's written instructions.

This limited warranty does not cover damage caused by 1) improper installation or operation; 2) misuse or negligence; 3) shipping damage; 4) repairs or attempted repairs by any person other than an authorized service technician; 5) repairs using spare parts not provided by Seller; 6) failure of Buyer or its end user to conduct normal and routine maintenance on goods or components in accordance with the operations manual; 6) improper or unauthorized modifications to goods or components; or 7) accident, catastrophe, or act of God. Further, this limited warranty does not cover or apply to any product, accessory, part or attachment which is manufactured by someone other than Seller, except to the extent a manufacturer's limited warranty is passed through to the original Buyer, or end user. The valves and related fittings, regulators, gauging devices, hoses and hose-end connections and similar equipment which may be sold with Seller's product are manufactured by others and are not covered by this limited warranty.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR OTHER COSTS, EXPENSES OR DAMAGE, INCLUDING HARM TO OTHERS OR LOSS OF PROFITS, RESULTING FROM THE DELIVERY, USE OR FAILURE OF THE PRODUCT (INCLUDING LOSS OF ANY MATERIALS STORED IN PRODUCT), OR FROM ANY OTHER CAUSE WHATSOEVER INCLUDING NEGLIGENCE. BY ACCEPTING DELIVERY OF THE PRODUCT SOLD HEREUNDER, THE BUYER ACCEPTS THIS LIMITATION OF REMEDIES AS REASONABLE AND ENFORCEABLE IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCT.

THE ABOVE EXPRESS LIMITED WARRANTY IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS.

This limited warranty gives Buyer specific legal rights, and you may also have other rights which vary from state to state.

Unless expressly permitted in writing by Seller, this limited warranty is not assignable. Any transfer of the goods by Buyer during the limited warranty period, voids this limited warranty.

STORAGE FEES

Seller is responsible for all storage fees incurred to store completed goods or in-process goods that are delayed by Buyer at the then current rate for monthly storage. Extended storage will not be allowed without a temporary storage agreement wherein Buyer acknowledges, (i) the storage rate, (ii) length of storage and (iii) that Seller has no obligation or responsibility for goods other than to keep said goods segregated for Buyer. Payment of goods pursuant to the original purchase order, along with the first month's storage fees, must be provided by Buyer upon signing the storage agreement. Storage is subject to availability. If Buyer breaches such temporary storage agreement, Seller may exercise all rights and purchase money or storage liens it may have under the law. Buyer will be responsible for all insurance on the goods and property tax. The Limited Warranty period is as defined in this document and is NOT extended while the goods are in storage.

BUYER'S REMEDIES

No claims for damages for goods that do not conform to specifications or are otherwise defective will be allowed unless Seller is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed should not be returned, repaired or discarded without Seller's written consent. TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER'S EXCLUSIVE REMEDY AGAINST SELLER AND SELLER'S SOLE OBLIGATION FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO SELLER'S WARRANTY HEREIN AND REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR ARE OTHERWISE DEFECTIVE, OR ARE OTHERWISE DEFECTIVE OR, AT SELLER'S OPTION, REPAIRING SUCH GOODS OR REFUNDING THE PURCHASE PRICE.

WARRANTY CLAIMS

To make a claim under the limited warranty, the Buyer must 1) give Seller written notice within three (3) business days after discovery of a claimed defect; 2) immediately discontinue use of the product; and 3) return such product freight prepaid within twenty (20) days to the location specified by Seller for evaluation to validate the warranty claim. Seller's sole liability under this limited warranty shall be limited to the repair, or at its option, replacement or refund of the purchase price, of such equipment which proves to be defective.

Prior to returning goods to Seller, a returned good authorization number (RGA) must be obtained from the Parts and Service Department. Goods must be returned with prepaid transportation charges to:

TOMCO₂ SYSTEMS COMPANY
3340 Rosebud Road
Loganville, GA 30052 USA

Returned goods packages must include the following information: 1) Company Name; 2) Company address; 3) Contact name; 4) Contact telephone number/email; 5) Quantity, description, model number and, if applicable, a serial number of each item being returned; 6)

TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY

SUPERSEDES ALL PREVIOUS TERMS AND CONDITIONS OF SALE

reason for return; 7) original Seller sales order number, invoice number or Buyer purchase order number; and 8) RGA number must appear on the shipping label and packing slip.

INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide ("IP Rights") associated with or relating to the goods shall belong solely and exclusively to Seller. Seller will retain all IP Rights used to create, embodied in, used in and otherwise relating to the goods and any of their component parts manufactured by Buyer, and Buyer shall not acquire any ownership interest in any of Seller's IP Rights. Buyer shall use Seller's IP Rights only in accordance with these terms and conditions of sale and any instructions of Seller. If Buyer acquires any IP Rights in or relating to any goods by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller without further action. Buyer shall, at Seller's expense, execute such documents and do such things as are necessary to enable Seller to protect its IP Rights.

COMPLIANCE WITH LAWS

Buyer agrees to abide by all federal, state and local laws, ordinances and regulations, licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement, including but not limited to Section 1502 of the Dodd-Frank Act relating to conflict minerals; all provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874, as supplemented by the Department of Labor's regulations, 29 C.F.R. part 3; the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78 and other similar anti-bribery laws, including without limitations, the OECD Antibribery Convention and the UK Bribery Act. Buyer warrants and represents that it is familiar with the requirements of the aforementioned laws, that it has not and will not violate those laws as may be amended from time to time, and that it neither has nor will it offer, make or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Buyer agrees to indemnify and hold Seller harmless from and against any and all damages and expenses, including attorneys' fees, resulting from Buyer's violation of the requirements referenced in this section.

Moreover, to the extent where applicable, the parties agree to comply with the following: Federal Labor Standard Act of 1938, as amended; Executive Order 11246; EEO-1 Reporting; Vietnam Era's Veterans Readjustment Assistance Act; Affirmative Action and Equal Opportunity for Workers with Disabilities, 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.5 and Utilization of Small Business Concerns, 48 C.F.R. § 52.219-8 et. seq.

IMPORT AND EXPORT

The parties have and shall maintain in effect all the licenses, permissions, authorizations, consents and permits needed to carry out their obligations under the purchase order. The parties shall comply with all export and import laws of all countries involved in the sale and transportation of goods under this purchase order.

NOTICE

Notice required hereunder shall be deemed properly made if in writing and delivered personally or sent by email, facsimile, regular mail or overnight courier to the addresses, facsimile or email address set forth in the Purchase Order.

JURISDICTION AND VENUE

The validity, performance and interpretations of this Agreement shall be governed by the laws of the State of Georgia and of the United States except for such law which incorporates the United Nations Convention on Contracts for the International Sale of Goods or any other International Law. The parties agree that any controversy arising under this Agreement may be determined by the federal or state courts situated in the State of Georgia, and both parties hereby submit and consent to the jurisdiction and venue of said courts.

FORCE MAJEURE

In the event of any delay in Seller's performance or Seller's inability to perform due to fire, explosion, strike, shortage of utility, facility material or labor, delay in transportation, breakdown or accident, compliance with any other action taken to carry out the intent or purpose of any law or regulation, or other causes beyond Seller's control, Seller shall not be liable for any direct or indirect damages or loss due to any such causes. In the event of any of the foregoing, Seller may apportion its production and all the materials among its customers as Seller, in its sole discretion, considers equitable.

ENTIRE AGREEMENT

These terms and conditions of sale constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations and warranties, if any, relating to the goods or services covered hereby.

July 30, 2019

Mr. Adam Sackenheim
Public Utilities Director
4799 Groh Lane
Fairfield, OH 45014
Subject: Sole Source Representative

Dear Mr. Sackenheim:

This letter is to confirm that TOMCO₂ Systems, with offices in Loganville, Georgia, is the sole manufacturer of TOMCO₂'s Municipal Water Treatment Equipment and the sole provider of TOMCO₂ water treatment OEM repair parts and TOMCO₂ water treatment service.

Pelton Environmental Products, with offices in Lewis Center, OH is the sole, exclusive representative/distributor for TOMCO₂ Municipal Water Treatment Products in the state of Ohio.

Please feel free to contact me if I can be of further assistance.

Sincerely,

Michael A. Dirth

Michael A. Dirth
Municipal Water Manager
TOMCO₂ Systems
Water Technologies Division

cc: Peter Herlihy – Pelton Environmental



TOMCO2 SIMILAR EQUIPMENT BIDS (CONFIDENTIAL)

CUSTOMER	EQUIPMENT	JOB #	ORDER DATE	PURCHASE PRICE
Fairfield, OH	(2) 150 lb/hr gas feed Panels, MC Panel, (2) 30 ton tanks			\$454,655.00
Southeast Palm Beach County, FL Utility	(2) 150 lb/hr PSF Panels, and (2) 18 ton tanks	WT-1563	May-18	\$582,000.00
Northeast Miami-Dade County, FL Utility	(2) 200 lb/hr PSF Panels, (1) 30 ton tank	WT-1551	Jan-18	\$476,110.00
South Central Broward County, FL Utility	(4) 40 lb/hr PSF Panels, (4) pump skids, (1) 26 ton tank	WT-1549	Mar-17	\$540,125.00
Eastern Maricopa County, AZ Utility	(1) 120 lb/hr PSF Panel, pump skid, 30 ton Tank	WT-1544	Oct-17	\$399,900.00
Northeast Broward County, FL Utility	(1) 110 lb/hr PSF Panel (2) 26 ton tanks	WT-1525	Feb-17	\$435,000.00

Attachment: Fairfield OH Sim Jobs 080619 (1307 : Contract with TOMCO2 Systems and related

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TOMCO2 SYSTEMS FOR THE REPLACEMENT AND UPGRADE OF THE CARBON DIOXIDE STORAGE AND GAS FEED SYSTEM AT THE CITY'S WATER TREATMENT PLANT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with TOMCO2 Systems for the replacement and upgrade of the carbon dioxide storage and gas feed system at the City's Water Treatment Plant in accordance with the proposal on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding because of the immediate need to replace the existing system which has experienced recent failures in order to provide adequate drinking water supply.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City maintain adequate water treatment system redundancy and operation; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\TOMCO2-Ord

Attachment: Tomco2-Ord (1307 : Contract with TOMCO2 Systems and related appropriations for Carbon Dioxide System upgrades at WTP)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Dan Wendt,
 Submitting Department: City Manager's Office

Subject:

Amendment to Codified Ordinance 163.01

Legislation Title:

Ordinance to amend Section 163.01 of Chapter 163, Employee Provisions, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.

Recommendation:

It is recommended that City Council adopt an amendment to Codified Ordinance 163.01 on *Vacations*.

Background/Synopsis:

The proposed amendment limits annual vacation accrual to 200 hours for non-union employees hired after 1/1/2020 and who have 29 years or more of continuous service to the City. This change affects only future employees in the Unclassified Service Pay Plan and more closely aligns with the practices of peer employers. The amendment clarifies limits to employee vacation accruals by capping such accruals at a three-year equivalent as determined on December 31 of each year. The final change allows employees in the Unclassified Service Pay Plan hired after 1/1/2020 to accrue vacation time during each calendar month until their first anniversary date of hire. After one year of service, accrual stops and employees hired after 1/1/2020 will receive the same annual benefit schedule as current employees on January 1 of each year. This type of change is supported by human resources organizations as an attractive no-cost recruitment tool that makes employment with the City more desirable to candidates without affecting the organization financially. The total number of vacation benefit hours is unchanged for future employees during their first 29 years of service; however, the benefit is thereafter reduced at a rate of 40 hours per five-year period.

Financial Impact:

There is no financial impact to the City of Fairfield.

Emergency Provision Explanation:

An emergency declaration is requested in order to provide sufficient time to calibrate the City's financial software to account for the change to new employee accruals at the start of 2020.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. AMENDMENT TO FAIRFIELD CODIFIED ORDINANCE 163
2. 163.01

PROPOSED AMENDMENT TO FAIRFIELD CODIFIED ORDINANCE 163.01

163.01 VACATIONS.

(a) Each full time employee of the City, including full time hourly rate employees, who are hired after January 1, 2020 shall immediately accrue vacation benefit hours at the rate of six and two-thirds hours per calendar month until a total of 80 hours have been accrued. On January 1 after service of one year with the City not including prior employment with the State of Ohio or any other political subdivision of the State, each full time employee shall have earned and will be due ~~upon the completion of said first year of employment with the City, and~~ annually thereafter, eighty hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after completing six months ~~one completed year~~ of service with the City or with permission from the Appointing Authority or their designee.

(b) A full time City employee with seven or more years of service with the City shall have earned and is entitled to 120 hours of vacation leave with full pay.

(c) A full time City employee with fourteen or more years of service with the City shall have earned and is entitled to 160 hours of vacation leave with full pay.

(d) A full time City employee with twenty-four or more years of service with the City shall have earned and is entitled to 200 hours of vacation leave with full pay.

(e) For each additional five years of service after twenty-four years, a full time City employee hired on or before January 1, 2020 shall have earned and be entitled to an increase of forty hours in his/her annual accrual of vacation with full pay. Annual vacation benefit hours for employees hired after January 1, 2020 shall be limited to 200 hours.

(f) After one year of service as set forth in subsection (a) hereof, annual vacation leave shall be credited to each employee on January 1, of each year. If during the calendar year, an employee attains enough years of service to entitle him/her to an additional forty hours of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date.

(g) Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of three years on December 31 of each year. Such excess leave shall be eliminated from each employee's leave balance.

(h) Upon separation from City service, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of the separation ~~up to three years~~.

(i) An employee who was previously employed by the State of Ohio or any political subdivision of the State, earning vacation credits currently, is entitled to have his/her prior service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State or any political subdivision of the State may not be counted ~~toward-until after~~ the completion of the first year of employment with the City ~~which is a requirement for an employee to be eligible for vacation leave as set forth in subsections (a) through (e) hereof~~. The anniversary date of his/her employment for the purpose of computing the amount of his/her vacation leave, unless deferred pursuant to the appropriate law, ordinance or regulation, is the anniversary date of such prior service.

(Ord. 99-05. Passed 5-9-05. Amended 8-12-19)

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTION 163.01 OF CHAPTER 163, EMPLOYEE PROVISIONS, OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO AND DECLARING AN EMERGENCY.

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

Section 1. Section 163.01 of Chapter 163, Employee Provisions, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio is hereby amended to read as follows:

See attached Exhibit "A" which is incorporated herein by reference.

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 it provide adequate time to calibrate the City's financial software to account for the change to the new employee accruals at the start of 2020; 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\2019\Codified Ordinance Section 163.01-Ord

Attachment: 163.01 (1304 : Amendment to Codified Ordinance 163.01)

PROPOSED AMENDMENT TO FAIRFIELD CODIFIED ORDINANCE 163.01

163.01 VACATIONS.

(a) Each full time employee of the City, including full time hourly rate employees, who are hired after January 1, 2020 shall immediately accrue vacation benefit hours at the rate of six and two-thirds hours per calendar month until a total of 80 hours have been accrued. On January 1 after service of one year with the City not including prior employment with the State of Ohio or any other political subdivision of the State, each full time employee shall have earned and will be due upon the completion of said first year of employment with the City, and annually thereafter, eighty hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after completing six months one completed year of service with the City or with permission from the Appointing Authority or their designee.

(b) A full time City employee with seven or more years of service with the City shall have earned and is entitled to 120 hours of vacation leave with full pay.

(c) A full time City employee with fourteen or more years of service with the City shall have earned and is entitled to 160 hours of vacation leave with full pay.

(d) A full time City employee with twenty-four or more years of service with the City shall have earned and is entitled to 200 hours of vacation leave with full pay.

(e) For each additional five years of service after twenty-four years, a full time City employee hired on or before January 1, 2020 shall have earned and be entitled to an increase of forty hours in his/her annual accrual of vacation with full pay. Annual vacation benefit hours for employees hired after January 1, 2020 shall be limited to 200 hours.

(f) After one year of service as set forth in subsection (a) hereof, annual vacation leave shall be credited to each employee on January 1, of each year. If during the calendar year, an employee attains enough years of service to entitle him/her to an additional forty hours of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date.

(g) Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of three years on December 31 of each year. Such excess leave shall be eliminated from each employee's leave balance.

(h) Upon separation from City service, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of the separation up to three years.

(i) An employee who was previously employed by the State of Ohio or any political subdivision of the State, earning vacation credits currently, is entitled to have his/her prior service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State or any political subdivision of the State may not be counted toward until after the completion of the first year of employment with the City which is a requirement for an employee to be eligible for vacation leave as set forth in subsections (a) through (e) hereof. The anniversary date of his/her employment for the purpose of computing the amount of his/her vacation leave, unless deferred pursuant to the appropriate law, ordinance or regulation, is the anniversary date of such prior service.

(Ord. 99-05. Passed 5-9-05. Amended 8-12-19)

EXHIBIT "A"

Attachment: 163.01 (1304 : Amendment to Codified Ordinance 163.01)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Scott Timmer,
 Submitting Department: Finance

Subject:

Reduce and Recertify Special Assessments Levied for the Purpose of Constructing Certain Improvements

Legislation Title:

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

Recommendation:

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

It is recommended that Council authorize and direct the preparation of legislation to reduce the special assessments levied for the purpose of constructing certain improvements at the parking garage located at the Cincinnati Mall. In order to meet the special assessment deadline of September 9, 2019 by Butler County, a suspension of the rules and emergency are requested.

Background/Synopsis:

The cooperative agreement entered into by the City and the Port Authority of Greater Cincinnati dated February 1, 2004 requires the reduction and recertification of special assessments levied for the purpose of certain improvements at the Cincinnati Mills Parking Garage based on funds made available during 2018 and 2019. The City has received the report of the Administrator of the Cooperative Agreement detailing the amount of the debt service payments in lieu of taxes and other funds being made available and it has been determined that the amount of assessments needed to be certified to cover the debt service payment per Exhibit B.

Financial Impact:

The reduction in the assessment will be certified by the Butler County Auditor for collection in order to pay debt services on bonds issued for the construction of improvements that occurred at the Cincinnati Mall parking garage. The City is the pass-through entity for the special assessments and the amounts are already appropriated in the 2019 Operating Budget.

Emergency Provision Explanation:

In order to meet deadlines established by the Butler County Auditor's Office.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. City of Fairfield Mills SA reduction 2019

CITY OF FAIRFIELD, OHIO

ORDINANCE NO. _____

AN ORDINANCE DETERMINING TO REDUCE AND
RECERTIFY SPECIAL ASSESSMENTS LEVIED FOR THE
PURPOSE OF CONSTRUCTING CERTAIN IMPROVEMENTS
AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to a petition filed by the owners of benefited properties dated December 30, 2003, (the "Petition") this City Council ("Council") of the City of Fairfield, Butler County, Ohio (herein the "City") by Resolution No. 2-04 adopted January 12, 2004, has declared the necessity of acquiring and constructing the improvements described in such Resolution and has adopted the assessments with respect to such improvements prepared and filed with the Clerk of Council and by Ordinance No. 5-04 adopted on January 12, 2004, determined to proceed with said improvements; and

WHEREAS, in accordance with the Petition, the improvements identified in such Resolution and Ordinance (hereinafter called the "Improvements") were acquired and constructed on behalf of the City and the City of Forest Park, Hamilton County, Ohio (herein, "Forest Park"), acting jointly and in cooperation with the Port of Greater Cincinnati Development Authority (the "Port Authority"); and

WHEREAS, this Council by Ordinance No. 6-04 adopted January 12, 2004 levied special assessments for the Improvements against benefited properties in the City and certified said assessments to the Butler County Auditor for collection; and

WHEREAS, pursuant to the Petition, the assessments to be certified for collection in each year are to be adjusted in accordance with the Tax Increment Service and Cooperative Agreement (the "Cooperative Agreement") entered into by and among the City, Forest Park, the property owner and the Port Authority, dated February 1, 2004, the Trust Indenture (the "Trust Indenture") by and between the Port Authority and U.S. Bank National Association, dated February 1, 2004 and an annual report to be prepared and provided to the City and others by the Administrator, as defined in the Cooperative Agreement; and

WHEREAS, the Cooperative Agreement and Trust Indenture require the Administrator to determine and include in its annual report: (A) the Fairfield City Gross Annual Assessments and Forest Park Gross Annual Assessments for the following collection year, (B) the Aggregate Annual Required Assessments for the applicable year, as reduced by (i) the amount of service payments in lieu of taxes collected and estimated to be collected pursuant to section 5709.42 of the Ohio Revised Code and the Cooperative Agreement and (ii) other available amounts, as set forth in the Trust Indenture, and (C) the net amounts of the special assessments to be certified for collection that year by the City (the "Fairfield City Net Annual Assessments" referred to therein) and by Forest Park (the "Forest Park Net Annual Assessments" referred to therein); and

WHEREAS, original tax parcel A0700017000078 (including both Part 1 and Part 2) has been subdivided and new tax parcel A0700017000103 has been created with a portion of the

acreage originally included in the original tax parcel A0700017000078, and the Petition and the Cooperative Agreement provide that the Special Assessments shall be apportioned and charged on a proportionate basis (based on a formula included in the Petition) to any new tax parcels and the remaining parcels as determined by the Administrator; and

WHEREAS, the City has previously received and accepted the report of the Administrator on the reapportionment of the Special Assessment to and between tax parcels A0700017000078 and A0700017000103; and

WHEREAS, the City has received the 2019 annual report of the Administrator, detailing calculations of the amounts identified in the several preceding recitals to this ordinance, including the allocations of the special assessments among affected tax parcels, estimates of the amount of service payments in lieu of taxes and other funds to be available during 2019 and 2020 for the purpose of making debt service and related payments, and indicating the reduction percentages and amounts to be applied in order to reduce the Fairfield City Gross Annual Assessments to the Fairfield City Net Annual Assessments to be collected for the 2020 collection year (with the related Forest Park determinations made on the same basis); and

WHEREAS, this Council determines that the assessments previously levied and certified to the County Auditor shall be reduced for collection year 2020, shall be allocated pursuant to and in accordance with the Administrator's report and shall be reduced and re-certified in accordance herewith;

NOW, THEREFORE, the Council of the City of Fairfield, County of Butler, Ohio hereby ordains:

SECTION 1. That the assessments of the cost and expense of the Improvements plus Administrative Expenses, which were previously certified by this Council to the Butler County Auditor's Office for parcel numbers and in the amounts as set forth in Exhibit A attached hereto, and which were thereafter reapportioned to and between tax parcels A0700017000078 and A0700017000103 in the amounts identified in Exhibit B attached hereto and certified to the County Auditor, shall, pursuant to and in accordance with the Administrator's report, be reduced for collection year 2020 and shall be allocated and re-certified for collection year 2020 in the amounts set forth on Exhibit B attached hereto.

SECTION 2. That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within twenty (20) days after its adoption.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of this City, and for the further reason that the immediate adoption of said Ordinance is necessary for the orderly certification of the assessments; therefore, this Ordinance shall be in full force and effect from and immediately after its adoption.

ADOPTED August 12, 2019.

Presiding Officer

Attest:

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of an Ordinance adopted on the 12th day of August, 2019, and that on the ____ day of August, 2019, a date within twenty (20) days of the adoption of the foregoing Ordinance, a true and correct copy of such Ordinance was filed with the County Auditor.

Clerk of Council

RECEIPT

The undersigned hereby acknowledges receipt of the foregoing Ordinance.

County Auditor

Dated: _____

EXHIBIT A

Cincinnati Mills
Allocation of Assessments to Parcels

Tax Parcel Butler County	Acreage	Property Use	Assessable Acreage	Assessable SF	Principal	
					Portion of Special Assessment	Total Special Assessment
A07000170000078 (Part 1)	14.872	Kohls, mall, parking and garage	14.872	283,144	\$3,483,923	\$7,905,748
A07000170000078 (Part 2)	0.415	Residual parcel	0.415		\$14,802	\$33,590
A07000170000097 Exempt	5.711	Garage				\$0
A07000170000098 Exempt	0.729	Ring road				\$0
A07000170000087 Exempt	1.054	Detention pond				\$0
	22.781	Total	15.287	283,144	\$3,498,725	\$7,939,338

EXHIBIT B

**Port of Greater Cincinnati Development Authority
Cooperative Public Parking and Infrastructure Project**

Special Assessments

Parcel Number	Principal Portion of the Special Assessment	Total Special Assessment	Gross Annual Assessments	2020 Reduction Amount	Net Annual Assessments to be Collected in 2020
Butler County					
A0700017000078	\$1,977,344.79	\$4,487,008.04	\$165,676.23	\$13,526.05	\$152,150.18
A0700017000103	1,521,380.52	3,452,329.95	127,472.25	10,407.02	117,065.23
<i>Subtotal:</i>	\$3,498,725.31	\$7,939,337.99	\$293,148.48	\$23,933.07	\$269,215.41



City Council Ordinance Regular Meeting - August 12, 2019

Submitted by: Scott Timmer,
Submitting Department: Finance

Subject:

Special Assessments for the Repair of Sidewalks

Legislation Title:

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.

Background/Synopsis:

This is the first step in assessing the properties for sidewalk repairs. In accordance with State law, City Council must now pass an ordinance to levy assessments at this time for all unpaid accounts. If after 30 days accounts have not been paid then Council will authorize the issuance of assessment bonds and certify the debt service to the County Auditor for collection.

The 2018 Sidewalk Program required that property owners repair sidewalks that were marked for replacement. Resolution 2-18 passed by Council on February 12, 2018 declared the necessity to make sidewalk repairs. Invoices totaling \$263,336.88 for sidewalk repairs were sent out to property owners that benefited from the repairs. As of August 5, 2019, assessments outstanding were \$86,207.70

Letters will be sent to property owners stating that all outstanding assessments are to be paid by a specified date to be determined or the County Auditor will place the assessment on the tax bills over the next 5 years for collection.

Financial Impact:

Assessments remaining unpaid will be certified to the County Auditor for Collection in order to pay debt service on special assessment bonds.

Emergency Provision Explanation:

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.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 20190805_Sidewalk
2. SidewalkOrdinance
3. Sidewalk Levying-Ord

2018 SIDEWALK INVOICES - AMOUNT OUTSTANDING

Year	Invoice Number	Address	Billed Amount	Unpaid Amount
2019	3	6 GILMORE CT	\$350.00	\$150.00
2019	4	7 GILMORE CT	\$700.00	\$700.00
2019	9	5565 S. GILMORE RD	\$153.13	\$153.13
2019	11	5606 PLANET DR	\$148.50	\$148.50
2019	11	5606 PLANET DR	\$157.50	\$157.50
2019	12	5654 PLANET DR	\$2,205.00	\$2,205.00
2019	16	2760 RESOR RD	\$2,611.88	\$2,611.88
2019	19	2850 RESOR RD	\$363.00	\$363.00
2019	19	2850 RESOR RD	\$1,015.00	\$1,015.00
2019	22	55 BOEHM CT	\$346.50	\$346.50
2019	22	55 BOEHM CT	\$280.00	\$280.00
2019	25	5257 BOEHM DR	\$148.50	\$148.50
2019	30	5361 BOEHM DR	\$148.50	\$148.50
2019	30	5361 BOEHM DR	\$455.00	\$455.00
2019	35	5418 BOEHM DR	\$1,058.75	\$708.75
2019	44	5545 BOEHM DR	\$165.00	\$165.00
2019	47	5595 BOEHM DR	\$148.50	\$148.50
2019	48	5603 BOEHM DR	\$148.50	\$148.50
2019	53	5667 BOEHM DR	\$148.50	\$148.50
2019	53	5667 BOEHM DR	\$551.25	\$551.25
2019	62	112 EWING DR	\$1,207.50	\$1,207.50
2019	73	220 EWING DR	\$165.00	\$165.00
2019	73	220 EWING DR	\$1,312.50	\$1,312.50
2019	86	163 MARTHA LN	\$60.00	\$60.00
2019	98	2611 ASTRO PL	\$60.00	\$60.00
2019	99	2630 ASTRO PL	\$175.00	\$175.00
2019	101	2676 ASTRO PL	\$1,400.00	\$1,400.00
2019	104	5727 BARKLEY CT	\$971.25	\$331.25
2019	105	5 CAMELOT CT	\$2,315.00	\$2,315.00
2019	109	5441 CAMELOT DR	\$1,995.00	\$1,995.00
2019	120	5727 CHESTERFIELD CT	\$437.50	\$437.50
2019	121	5761 CHESTERFIELD CT	\$330.00	\$330.00
2019	121	5761 CHESTERFIELD CT	\$1,505.00	\$1,505.00
2019	128	2405 CLARA BEA LN	\$165.00	\$165.00
2019	134	5636 CRESTVIEW DR	\$181.50	\$181.50
2019	135	5637 CRESTVIEW DR	\$1,575.00	\$1,575.00
2019	136	5651 CRESTVIEW DR	\$350.00	\$350.00
2019	145	5403 HANNAH VIEW DR	\$495.00	\$495.00
2019	145	5403 HANNAH VIEW DR	\$210.00	\$210.00
2019	145	5403 HANNAH VIEW DR	\$60.00	\$60.00
2019	146	5411 HANNAH VIEW DR	\$132.00	\$132.00
2019	154	1 JUPITER CT	\$60.00	\$0.50
2019	159	2580 JUPITER DR	\$181.50	\$181.50
2019	163	2690 JUPITER DR	\$165.00	\$165.00
2019	163	2690 JUPITER DR	\$192.50	\$192.50
2019	165	2758 JUPITER DR	\$551.25	\$551.25
2019	165	2758 JUPITER DR	\$60.00	\$60.00
2019	168	2790 JUPITER DR	\$1,443.75	\$1,443.75
2019	169	2816 JUPITER DR	\$1,671.25	\$1,671.25
2019	177	5562 MONICA DR	\$412.50	\$412.50
2019	181	5578 MONICA DR	\$495.00	\$495.00
2019	184	5589 MONICA DR	\$330.00	\$330.00

Attachment: 20190805_Sidewalk (1322 : Special Assessments for the Repair of Sidewalks)

2019	184	5589 MONICA DR	\$280.00	\$280.00
2019	190	5642 MONICA DR	\$165.00	\$165.00
2019	190	5642 MONICA DR	\$60.00	\$60.00
2019	200	5609 NEPTUNE WAY	\$148.50	\$148.50
2019	200	5609 NEPTUNE WAY	\$332.50	\$332.50
2019	201	5624 NEPTUNE WAY	\$525.00	\$525.00
2019	202	5665 NEPTUNE WAY	\$495.00	\$495.00
2019	202	5665 NEPTUNE WAY	\$1,732.50	\$1,732.50
2019	202	5665 NEPTUNE WAY	\$1,014.00	\$1,014.00
2019	204	5705 NEPTUNE WAY	\$455.00	\$355.00
2019	211	13 PLANET CT	\$165.00	\$165.00
2019	211	13 PLANET CT	\$192.50	\$192.50
2019	212	18 PLANET CT	\$280.00	\$280.00
2019	213	5529 PLANET DR	\$787.50	\$787.50
2019	219	5494 RANDY DR	\$132.00	\$132.00
2019	219	5494 RANDY DR	\$120.00	\$120.00
2019	224	5589 RANDY DR	\$60.00	\$60.00
2019	228	2538 RESOR RD	\$6,516.56	\$6,516.56
2019	228	2538 RESOR RD	\$1,092.00	\$1,092.00
2019	229	2548 RESOR RD	\$148.50	\$148.50
2019	230	2706 RESOR RD	\$60.00	\$60.00
2019	231	5703 RESWIN DR	\$99.00	\$99.00
2019	232	5708 RESWIN DR	\$165.00	\$165.00
2019	233	5713 RESWIN DR	\$516.25	\$516.25
2019	234	5723 RESWIN DR	\$210.00	\$210.00
2019	237	2702 SATURN DR	\$157.50	\$157.50
2019	240	2733 SATURN DR	\$1,653.75	\$1,653.75
2019	241	2760 SATURN DR	\$826.88	\$826.88
2019	242	2768 SATURN DR	\$115.50	\$115.50
2019	243	2790 SATURN DR	\$2,038.75	\$2,038.75
2019	251	5741 SIGMON WAY	\$165.00	\$165.00
2019	251	5741 SIGMON WAY	\$192.50	\$192.50
2019	251	5741 SIGMON WAY	\$60.00	\$60.00
2019	256	35 STABLEGATE CT	\$132.00	\$132.00
2019	258	60 STABLEGATE CT	\$132.00	\$132.00
2019	258	60 STABLEGATE CT	\$1,785.00	\$1,785.00
2019	258	60 STABLEGATE CT	\$60.00	\$60.00
2019	258	60 STABLEGATE CT	\$975.00	\$975.00
2019	263	5540 WALTHER DR	\$1,627.50	\$1,627.50
2019	263	5540 WALTHER DR	\$60.00	\$60.00
2019	263	5540 WALTHER DR	\$1,209.00	\$1,209.00
2019	269	5586 WINTON RD	\$455.00	\$455.00
2019	271	2330 OAK TREE DR	\$280.00	\$280.00
2019	272	800 ABBOT DR	\$60.00	\$60.00
2019	285	5657 BORDEAUX WAY	\$1,242.50	\$1,242.50
2019	286	5270 BURGUNDY PL	\$60.00	\$60.00
2019	290	5248 CHATEAU WAY	\$551.25	\$551.25
2019	297	5598 CHATEAU WAY	\$577.50	\$577.50
2019	300	5630 CHATEAU WAY	\$122.50	\$122.50
2019	307	5212 CONCORD MILL PL	\$60.00	\$60.00
2019	308	5222 CONCORD MILL PL	\$60.00	\$60.00
2019	309	5262 CONCORD MILL PL	\$60.00	\$60.00
2019	314	5680 GAMAY LN	\$60.00	\$60.00
2019	316	12 GLENWOOD CT	\$148.50	\$148.50
2019	316	12 GLENWOOD CT	\$60.00	\$60.00

2019	318	5657 GRAY RD	\$560.00	\$560.00
2019	318	5657 GRAY RD	\$60.00	\$60.00
2019	319	5706 GRAY RD	\$120.00	\$120.00
2019	322	5792 GRAY RD	\$60.00	\$60.00
2019	337	465 GREGORIAN DR	\$132.00	\$132.00
2019	342	5201 HUBER TRACE CT	\$115.50	\$115.50
2019	349	5247 HUBER TRACE CT	\$280.00	\$280.00
2019	350	5263 HUBER TRACE CT	\$165.00	\$165.00
2019	351	5268 HUBER TRACE CT	\$330.00	\$330.00
2019	351	5268 HUBER TRACE CT	\$60.00	\$60.00
2019	358	5856 LAKE CIRCLE DR	\$120.00	\$120.00
2019	359	5864 LAKE CIRCLE DR	\$60.00	\$60.00
2019	360	5869 LAKE CIRCLE DR	\$60.00	\$60.00
2019	362	5912 LAKE CIRCLE DR	\$60.00	\$60.00
2019	365	4 LAKE CUMBERLAND DR	\$165.00	\$165.00
2019	366	5 LAKE CUMBERLAND DR	\$60.00	\$60.00
2019	367	14 LAKE CUMBERLAND DR	\$60.00	\$60.00
2019	371	5736 LAKE ERIE DR	\$120.00	\$120.00
2019	372	5754 LAKE ERIE DR	\$132.00	\$132.00
2019	373	5772 LAKE ERIE DR	\$120.00	\$120.00
2019	378	5609 LAKE MANOR DR	\$330.00	\$330.00
2019	378	5609 LAKE MANOR DR	\$1,942.50	\$1,942.50
2019	378	5609 LAKE MANOR DR	\$858.00	\$858.00
2019	381	5657 LAKE MANOR DR	\$875.00	\$875.00
2019	383	5711 LAKE MANOR DR	\$132.00	\$132.00
2019	384	5717 LAKE MANOR DR	\$1,881.25	\$1,881.25
2019	386	5656 LAKE MEAD DR	\$60.00	\$60.00
2019	387	5686 LAKE MEAD DR	\$60.00	\$60.00
2019	388	5725 LAKE MEAD DR	\$132.00	\$132.00
2019	390	5450 LAKE MICHIGAN DR	\$120.00	\$120.00
2019	394	5471 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	397	5483 LAKE MICHIGAN DR	\$132.00	\$132.00
2019	402	5528 LAKE MICHIGAN DR	\$264.00	\$264.00
2019	403	5531 LAKE MICHIGAN DR	\$120.00	\$120.00
2019	408	5565 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	411	5577 LAKE MICHIGAN DR	\$132.00	\$132.00
2019	411	5577 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	412	5583 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	415	5619 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	425	5728 LAKE MICHIGAN DR	\$330.00	\$330.00
2019	426	5729 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	430	5784 LAKE MICHIGAN DR	\$544.50	\$544.50
2019	431	5785 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	432	5790 LAKE MICHIGAN DR	\$165.00	\$165.00
2019	432	5790 LAKE MICHIGAN DR	\$140.00	\$140.00
2019	434	5797 LAKE MICHIGAN DR	\$60.00	\$60.00
2019	435	5802 LAKE MICHIGAN DR	\$165.00	\$165.00
2019	437	5728 LAKE SUPERIOR DR	\$280.50	\$280.50
2019	438	5744 LAKE SUPERIOR DR	\$132.00	\$132.00
2019	439	5756 LAKE SUPERIOR DR	\$60.00	\$60.00
2019	440	5759 LAKE SUPERIOR DR	\$120.00	\$120.00
2019	441	5770 LAKE SUPERIOR DR	\$148.50	\$148.50
2019	445	5303 LAKESIDE DR	\$297.00	\$297.00
2019	450	5372 LAKESIDE DR	\$132.00	\$132.00
2019	450	5372 LAKESIDE DR	\$60.00	\$60.00

2019	454	5436 LAKESIDE DR	\$120.00	\$120.00
2019	459	5535 LAKESIDE DR	\$495.00	\$495.00
2019	464	5615 LAKESIDE DR	\$148.50	\$148.50
2019	464	5615 LAKESIDE DR	\$60.00	\$60.00
2019	468	5639 LAKESIDE DR	\$165.00	\$165.00
2019	469	5647 LAKESIDE DR	\$165.00	\$165.00
2019	470	5655 LAKESIDE DR	\$60.00	\$60.00
2019	473	5738 LEVY DR	\$165.00	\$165.00
2019	478	225 MILLBROOK CT	\$132.00	\$132.00
2019	482	6002 MONASTERY DR	\$511.50	\$511.50
2019	482	6002 MONASTERY DR	\$60.00	\$60.00
2019	487	6029 MONASTERY DR	\$132.00	\$132.00
2019	491	6050 MONASTERY DR	\$120.00	\$120.00
2019	494	6072 MONASTERY DR	\$148.50	\$148.50
2019	494	6072 MONASTERY DR	\$157.50	\$157.50
2019	494	6072 MONASTERY DR	\$180.00	\$180.00
2019	502	20 PRIMROSE CT	\$132.00	\$132.00
2019	502	20 PRIMROSE CT	\$60.00	\$60.00
2019	506	6110 PRIMROSE LN	\$297.00	\$297.00
2019	507	6116 PRIMROSE LN	\$437.50	\$437.50
2019	509	6125 PRIMROSE LN	\$157.50	\$157.50
2019	516	4467 RITA MAE DR	\$1,050.00	\$1,050.00
2019	521	4504 RITA MAE DR	\$396.00	\$396.00
2019	521	4504 RITA MAE DR	\$120.00	\$120.00
2019	523	4510 RITA MAE DR	\$157.50	\$157.50
2019	524	4519 RITA MAE DR	\$120.00	\$120.00
2019	531	6516 RIVER RD	\$60.00	\$60.00
2019	532	6524 RIVER RD	\$148.50	\$148.50
2019	533	6608 RIVER RD	\$1,942.50	\$1,942.50
2019	536	6698 RIVER RD	\$120.00	\$120.00
2019	540	550 RIVERBEND CT	\$120.00	\$120.00
2019	543	605 RIVERBEND CT	\$60.00	\$60.00
2019	545	345 RIVER VALLEY CT	\$60.00	\$60.00
2019	548	424 ST. THOMAS CT	\$132.00	\$132.00
2019	551	448 ST. THOMAS CT	\$60.00	\$60.00
2019	554	472 ST. THOMAS CT	\$122.50	\$122.50
2019	559	555 ST. THOMAS CT	\$181.50	\$181.50
2019	559	555 ST. THOMAS CT	\$60.00	\$60.00
2019	562	65 STONE MEADOW CT	\$148.50	\$148.50
2019	562	65 STONE MEADOW CT	\$60.00	\$60.00
2019	564	100 STONE MEADOW CT	\$140.00	\$140.00
2019	569	4 WOODBROOK CT	\$148.50	\$148.50
2019	569	4 WOODBROOK CT	\$420.00	\$420.00
2019	570	5 WOODBROOK CT	\$165.00	\$165.00
2019	571	6 WOODBROOK CT	\$315.00	\$315.00
2019	574	11 WOODBROOK CT	\$60.00	\$60.00
2019	577	7 WOODMONT CT	\$1,365.00	\$1,365.00
2019	578	11 WOODMONT CT	\$148.50	\$148.50
2019	579	22 WOODMONT CT	\$132.00	\$132.00
			\$87,557.20	\$86,207.70

ORDINANCE NO. _____

ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE
REPAIR OF SIDEWALKS (INCLUDING APRONS) IN THE
CITY OF FAIRFIELD, OHIO AND DECLARING AN
EMERGENCY.

WHEREAS, this Council did, on the 12th day of February, 2018 duly adopt Resolution No. 2-18 declaring the necessity of repairing certain designated sidewalks (including aprons); and

WHEREAS, the City of Fairfield has subsequently repaired that portion of such sidewalks (including aprons) which were not repaired by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said repair has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, this Council has received no objections filed with respect to said estimated assessments;

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

- Section 1. The list of estimated assessments of the cost of repairing certain sidewalks (including aprons) in the City of Fairfield, Ohio, reported to this Council and now on file in the office of the Clerk of Council and aggregating \$263,337 of which \$86,207.70 remains unpaid, is adopted and confirmed.
- Section 2. The several amounts of the assessments are hereby assessed and levied on the lots and lands bounding and abutting the improvement.
- Section 3. It is determined that the assessments do not exceed the special benefits resulting from the improvement, and do not exceed any statutory limitation.
- Section 4. The Clerk of Council is directed to continue on file in her office a list of the assessments and the description of the lots and lands.
- Section 5. The total assessment against each lot and parcel of land shall be payable in cash to the Finance Director of the City of Fairfield within thirty days after the passage of this ordinance or, at the option of the property owner assessed, in five (5) annual installments with interest at the same rate as the bonds issued in anticipation of the collection thereof.

All assessments and installments which have not been paid at the expiration of the thirty-day period shall be certified by the Clerk of Council to the County Auditor, to be placed on the tax duplicate and collected the same as other taxes, as provided by law.

- Section 6. The Clerk of Council is directed to cause notice of the passage of this ordinance to be published as provided by law.
- Section 7. The Clerk of this Council is directed to cause notice of the levy of the assessments herein to be filed with the County Auditor within twenty days following the passage of this ordinance.
- Section 8. 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 these assessments must be effective before being certified to the Butler County Auditor in accordance with law; 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

ORDINANCE NO. _____

ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE REPAIR
OF SIDEWALKS (INCLUDING APRONS) IN THE CITY OF FAIRFIELD,
OHIO AND DECLARING AN EMERGENCY.

WHEREAS, this Council did, on the 12th day of February, 2018 duly adopt Resolution No. 2-18 declaring the necessity of repairing certain designated sidewalks (including aprons); and

WHEREAS, the City of Fairfield has subsequently repaired that portion of such sidewalks (including aprons) which were not repaired by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said repair has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, this Council has received no objections filed with respect to said estimated assessments;

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

- Section 1. The list of estimated assessments of the cost of repairing certain sidewalks (including aprons) in the City of Fairfield, Ohio, reported to this Council and now on file in the office of the Clerk of Council and aggregating \$263,336.88 of which \$86,207.70 remains unpaid, is adopted and confirmed.
- Section 2. The several amounts of the assessments are hereby assessed and levied on the lots and lands bounding and abutting the improvement.
- Section 3. It is determined that the assessments do not exceed the special benefits resulting from the improvement, and do not exceed any statutory limitation.
- Section 4. The Clerk of Council is directed to continue on file in her office a list of the assessments and the description of the lots and lands.
- Section 5. The total assessment against each lot and parcel of land shall be payable in cash to the Finance Director of the City of Fairfield within thirty days after the passage of this ordinance or, at the option of the property owner assessed, in five (5) annual installments with interest at the same rate as the bonds issued in anticipation of the collection thereof.

All assessments and installments which have not been paid at the expiration of the thirty-day period shall be certified by the Clerk of Council to the County Auditor, to be placed on the tax duplicate and collected the same as other taxes, as provided by law.

Section 6. The Clerk of Council is directed to cause notice of the passage of this ordinance to be published as provided by law.

Section 7. The Clerk of this Council is directed to cause notice of the levy of the assessments herein to be filed with the County Auditor within twenty days following the passage of this ordinance.

Section 8. 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 these assessments must be effective before being certified to the Butler County Auditor in accordance with law; 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\2019\Sidewalk Levying-Ord

Attachment: Sidewalk Levying-Ord (1322 : Special Assessments for the Repair of Sidewalks)



City Council Ordinance Regular Meeting - August 12, 2019

Submitted by: Scott Timmer,
Submitting Department: Finance

Subject:

Income Tax Software

Legislation Title:

Ordinance to authorize the City Manager to enter into a services agreement with Creative Microsystems, Inc DBA Civica for an Authority Tax System for use by the Income Tax Division and declaring an emergency.

Recommendation:

Ordinance to authorize the City Manager to enter into a services agreement with Creative Microsystems, Inc DBA Civica Authority Tax System for use by the Income Tax Division for comprehensive income tax operations as well as additional features for online tax filings and payments and declaring an emergency.

Background/Synopsis:

Civica Authority Tax strives to provide an innovative approach the the day-to-day operations of municipal income tax. Currently, the City's income tax software is antiquated and does not allow for innovative features such as e-filing or e-payments. After discussion with the City's current provider, in order to implement those features the City would have to utilize multiple third parties that the software provider acknowledged were unreliable.

After reviewing various other software providers, Civica Authority Tax was invited to provide a demo of their software package. This demo proved superior than multiple other options including the City's current provider.

Furthermore, the addition of the online platform for residents and taxpayers will allow for a multitude of user enhancements. At this time, residents and taxpayers are only able to file their returns on paper and make payments either in person or through the mail. These enhancements are what you would typically find in other taxing jurisdictions throughout the State of Ohio.

Financial Impact:

The costs are:

Civica Authority Tax Software	\$125,695
Civica Authority Tax Connect Software	\$ 27,400
Civica Authority DocuScan Software	\$ 23,700
Sub Total Software	\$176,795

First Year Annual Fees	\$ 18,700
Data Conversion	\$ 20,000

Sub Total Software and Services	\$215,495
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\$50,000 due upon contract execution. Remainder of Project Invoices to occur after January 1, 2020. The funding source for this project is 9CM02 – Various Software Maintenance from the City's General Fund.

Emergency Provision Explanation:

In order to begin implementation of the system for full operation of the 2020 tax season.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Contract July 23 City of Fairfield Ohio Authority Tax
2. Civica Authority-Ord

		CREATIVE MICROSYSTEMS, INC, DBA, Civica 52 Hillside Court Englewood, OH 45322 Tel: (800) 686-9313 Fax: (937) 836-1036 Email: sales@civicacmi.com															
ACCOUNT MANAGER		ORDER #	6140 190628														
Mark VanHoose		DATE	July 17, 2019														
800-686-9313		<i>Pricing Valid Through August 31, 2019</i>															
CUSTOMER		CUSTOMER #	6140														
City of Fairfield 5350 Pleasant Ave. Fairfield, Ohio 45014		CONTACT:	Mark T. Wendling														
		TELEPHONE:	1-513-867-5350														
		FAX:															
		EMAIL:	mwendling@fairfield-city.org														
Software <table style="width: 100%;"> <tr> <td>Civica Authority Tax Software</td> <td style="text-align: right;">\$ 125,695</td> </tr> <tr> <td>Civica Authority Tax Connect Software</td> <td style="text-align: right;">\$ 27,400</td> </tr> <tr> <td>Civica Authority DocuScan Software</td> <td style="text-align: right;">\$ <u>23,700</u></td> </tr> <tr> <td style="text-align: right;">Sub Total Software</td> <td style="text-align: right;">\$ 176,795</td> </tr> <tr> <td>First Year Annual Fees</td> <td style="text-align: right;">\$ 18,700</td> </tr> <tr> <td>Data Conversion</td> <td style="text-align: right;">\$ <u>20,000</u></td> </tr> <tr> <td style="text-align: right;">Sub Total Software and Services</td> <td style="text-align: right;">\$215,495</td> </tr> </table>				Civica Authority Tax Software	\$ 125,695	Civica Authority Tax Connect Software	\$ 27,400	Civica Authority DocuScan Software	\$ <u>23,700</u>	Sub Total Software	\$ 176,795	First Year Annual Fees	\$ 18,700	Data Conversion	\$ <u>20,000</u>	Sub Total Software and Services	\$215,495
Civica Authority Tax Software	\$ 125,695																
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Data Conversion	\$ <u>20,000</u>																
Sub Total Software and Services	\$215,495																
Hardware & Managed Services <table style="width: 100%;"> <tr> <td>Hardware</td> <td style="text-align: right;">3rd Party</td> </tr> <tr> <td>3rd Party Software</td> <td style="text-align: right;">3rd Party</td> </tr> <tr> <td>Managed Services</td> <td style="text-align: right;">\$ <u>240</u></td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$ 215,735</td> </tr> </table>				Hardware	3rd Party	3rd Party Software	3rd Party	Managed Services	\$ <u>240</u>	Total	\$ 215,735						
Hardware	3rd Party																
3rd Party Software	3rd Party																
Managed Services	\$ <u>240</u>																
Total	\$ 215,735																
Civica Standard Terms and Conditions Apply – See Attached Terms of Payment: 100% Due Upon Invoice 50% down payment requirement waived, alternatively \$50,000 due upon contract execution. Remainder of Project Invoices to occur after January 1, 2020																	
Our mutual signatures make this a binding contractual agreement. Please mail, fax or email signature pages to Civica. Our fax # is 937-836-1036 and the email address is sales@civicacmi.com.																	
FOR City of Fairfield: Mark T. Wendling, City Manager Date Purchase Order Number Amount		FOR Civica: Lin Malott, Managing Director Date															

Attachment: Contract July 23 City of Fairfield Ohio Authority Tax (1325 : Income Tax Software)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH CREATIVE MICROSYSTEMS, INC., DBA CIVICA FOR AN AUTHORITY TAX SYSTEM FOR USE BY THE INCOME TAX DIVISION 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 services agreement with Creative Microsystems, Inc. dba Civica for an Authority Tax System for use by the Income Tax Division in accordance with the agreement on file in the office of the City Manager. This ordinance is authorized as an emergency without competitive bidding for the reason that the system be implemented for full operation in the 2020 tax season.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the system can be implemented for full operation of the 2020 tax season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\Civica Authority-Ord

Attachment: Civica Authority-Ord (1325 : Income Tax Software)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Scott Timmer,
 Submitting Department: Finance

Subject:

Supplemental Appropriations - Transfers of Monies

Legislation Title:

Ordinance to Amend Ordinance no. 127-18 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, 2019 and ending December 31, 2019." - Supplemental Appropriations - Transfers of Monies

Recommendation:

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

Background/Synopsis:

Additional General Fund appropriations are necessary to cover refunds for Income Tax.

From: Unappropriated General Fund **\$700,000**

To: 10012527-275000 Refunds \$700,000

Financial Impact:

Supplemental appropriations are required in the amount of \$700,000. These monies will be used as needed to cover additional municipal income tax refunds. Various large refunds have caused the original budgeted amount to require supplemental appropriations.

Emergency Provision Explanation:

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Attachments:

1. Transfer of Monies-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 127-18 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, 2019, AND ENDING DECEMBER 31, 2019."

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

Section 1. Ordinance No. 127-18, the 2019 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$700,000
To:	10012527-275000 Refunds	\$700,000

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\2019\Transfer of Monies-Ord

Attachment: Transfer of Monies-Ord (1324 : Supplemental Appropriations - Transfers of Monies)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 127-18 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, 2019, and ending December 31, 2019.”

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.

\$475,000 for carbon dioxide storage and gas feed system replacement and upgrade;
 \$860,000 for Seward Road water main replacement project;
 \$200,000 for re-painting existing water treatment plant clarifier #4;
 \$79,422 for purchase of two (2) police vehicles;
 \$50,000 for Income Tax software.

Financial Impact: \$1,664,422 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 8-12-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 127-18 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, 2019, AND ENDING DECEMBER 31, 2019."

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

Section 1. Ordinance No. 127-18, the 2019 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$50,000
To:	10016025-253400 Computer Equipment <i>(Income Tax Software Replacement 9CM02)</i>	\$50,000
From:	Unappropriated Capital Improvement Fund	\$79,422
To:	40216025-253100 Automotive Equipment <i>(Purchase Staff Vehicles - Police 9FT74)</i>	\$79,422
From:	Unappropriated Water Replacement & Improvement Fund	\$1,237,500
To:	60416025-252000 Improvements Other Than Building <i>(Seward Road Water Main Replacement 9WT11 (\$762,500) & Carbon Dioxide Storage and Gas Feed System 9WT05 (\$475,000))</i>	\$1,237,500
From:	Unappropriated Water Surplus Fund	\$297,500
To:	60516025-252000 Improvements Other Than Building <i>(Re-painting of Clarifier #4 9WT04 (\$200,000) & Seward Road Water Main Replacement 9WT10 (\$97,500))</i>	\$297,500

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

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

Attachment: Contractual 8-12-Ord (1327 : Contractual Appropriations)

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\2019\Contractual 8-12-Ord

Attachment: Contractual 8-12-Ord (1327 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 127-18 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, 2019, and ending December 31, 2019.”

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.

\$49,600 for 2019 Parking Lot Maintenance Program;
 \$57,670 for Information Technology Hardware Purchase (multiple vendors);
 \$19,978 for Kay Drive BPS electrical upgrades;
 \$7,820 for Lime Slaker SCADA Integration;
 \$5,400 for Mack Tank pressure washing;
 \$49,000 for Municipal and Municipal Annex Professional Architectural and Engineering Services;
 \$32,750 for Parks Facilities Renovations;
 \$23,000 for RAS Pump #3 Replacement;
 \$19,914 replace HVAC at Municipal Annex Building;
 \$4,215 for server cabinet;
 \$15,625 for Village Green WiFi;
 \$24,000 for Wastewater Division SCADA Upgrades;
 \$7,000 for Water Division Lab Autoclave replacement;
 \$15,253 for Water Treatment Plant SCADA Upgrades;
 \$11,250 for Golf Course Maintenance and Improvements;
 \$55,000 for Carbon Dioxide Storage and Gas Feed System (multiple vendors);
 \$20,000 Clarifier #4 Inspection Services.

Financial Impact: \$417,475.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Non-ContractualAppropriations.081219
2. Non-ContractualAppropriations.081219-2
3. Non Contractual 8-12-Ord



City Council Ordinance
Regular Meeting - August 12, 2019

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

2019 Parking Lot Maintenance Program (Paving Repairs) Award

Legislation Title:

2019 Parking Lot Maintenance Program (Paving Repairs) Award

Recommendation:

It is recommended that City Council authorize an appropriation of \$49,600 from Capital Funding for parking lot maintenance through a purchase order. Funding is being requested at this time in order to perform the work ahead of inclement weather.

Background/Synopsis:

This project is for parking lot asphalt repairs to be performed by outside contractors. The intent of this project is to continue the maintenance of various City parking lots under one comprehensive program. Parking lot repairs will be made at the Community Arts Center, Fire Training Facility, and the South Trace Golf Course. These repairs will be a combination of full depth and partial depth parking lot repairs.

This project is a maintenance item that asphalt repairs and pavement markings for various parking lots throughout the City. This project is managed and inspected by Public Works staff. Municipal lots under this program are made up of over 40 distinct locations totaling more than 1,500,000 square feet.

Public Works solicited multiple proposals for the asphalt repair portion of this project. The complete results for the parking lot sealing are:

Julius Howe	\$65,285.00
Mt. Pleasant Blacktopping	\$55,066.00
Barry Brown Paving	\$44,646.00

Funding has been programmed in the 2019-2023 Capital Improvements Program under 9PW12.

Financial Impact:

\$49,600.00 (\$44,646.00 plus a contingency of \$4,954) from Capital Funding for parking lot repairs for Barry L. Brown Paving, LLC.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

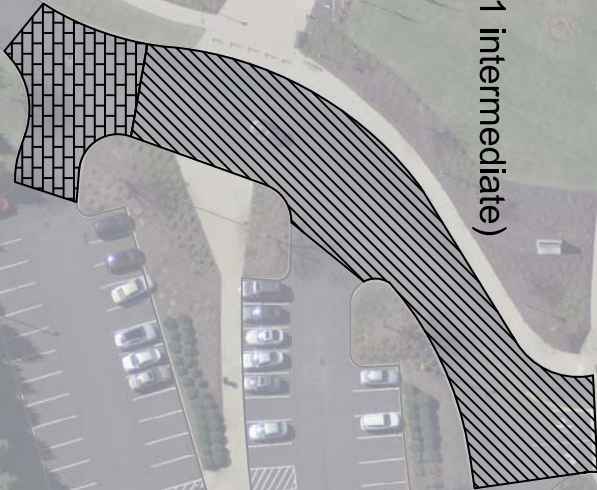
1. 2019 Municipal Pavement Repair



Mill 1.5"
Fill 1.5", (441 surface)
278 sq. yds.



Mill 4"
Fill 4", (1.5" 441 surface, 2.5" 441 intermediate)
989 sq. yds.

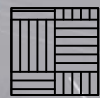


Community Arts Center
411 Wessel Drive
81,052 sq ft

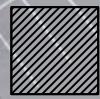
 Fill 1.5" (441 surface)
*Pave to attain positive drainage.
213 sq. yds.

 Mill 2"
Fill 2" (441 surface)
*Pave to attain positive drainage.
295 sq. yds.

Fire Training Facility - 5021 Groh Lane



Mill 1"
Fill, Variable Depth [2" avg], (441 surface)
*Pave to attain positive drainage
501 sq. yds.



Mill 4"
Fill 4", (1.5" 441 surface, 2.5" 441 intermediate)
27 sq. yds.

South Trace Golf Course - 2200 John Gray Road



City Council Information Item Regular Meeting - August 12, 2019

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

Subject:

Information Technology Hardware Purchase

Legislation Title:

Information Technology Hardware Purchase Appropriation in the amount of \$57,670 is being requested for computer hardware: Tax server; large volume multi-function printer, scanner, copiers; and laptops.

Background/Synopsis:

Replacement of the copier/printer/scanners in the main buildings at Public Works and the Water Treatment Plant has become necessary as the existing devices are well outside of their warranty lifecycle, and ongoing maintenance of the existing devices has become cost prohibitive.

Replacement of the server that operates the City's tax software is scheduled, and budgeted for in the 2019-2023 Capital Improvement Program (CIP) as the existing server has reached end-of-life in 2019.

Replacement of City computing equipment is necessary to maintain computer hardware that is compatible with, and capable of efficiently operating the software required by City employees. A few of the City's mobile computers that are past end of lifecycle are in need of replacement.

Additional laptops are needed for Police Department School Resource Officers to allow for private, remote access to the City's network in order to utilize the City's Computer-Aided Dispatch (CAD) system. Due to requirements set forth by state and federal agencies, a dedicated computer for this level of access is required. Based on work flow evaluation and input from Police Department personnel, laptops will most effectively meet School Resource Officer needs.

Due to method employed by Apple for the configuration of iOS devices in an enterprise environment, a MacOS device is required to apply private network profiles and other enterprise level options. A MacBook Air was determined to be the most cost-effective device to meet this need.

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation for the appropriation of **\$57,670** from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

Financial Impact:

An appropriation in the amount of **\$57,670** (including 5% contingency) is being requested for the

replacement of City computing equipment as is necessary for the continued operation of the City's overall computing systems. Funding for these efforts was included in the 2019-2023 Capital Improvement Program (CIP) under project 9CM03 'Scheduled Hardware Maintenance'.

Emergency Provision Explanation:

An emergency provision is necessary without competitive bidding in order to avoid unnecessary renewal fees for the existing obsolete equipment and so that purchases and replacements can be made immediately.

Attachments:

1. 20190812 - 9CM03 - KTFT754 - Authority Tax Server
2. 20190812 - ComDoc Sales Order CITY OF FAIRFIELD Water 8070 & Utility 8070
3. 20190812 - 9CM03 - KTMQ387 - Mobile Computers Quote
4. 20190812 - 9CM03 - KTMF662 - SRO Laptops
5. 20190812 - KSQJ812 - Macbook Air

QUOTE CONFIRMATION



DEAR LANCE KENNEDY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KTFT754	7/24/2019	KTFT754	6636447	\$10,042.95

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL380 Gen10 - rack-mountable - Xeon Gold 5218 2.3 GHz - 64 GB Mfg. Part#: P02465-B21 UNSPSC: 43211501 Contract: MARKET	1	5531735	\$4,899.00	\$4,899.00
HPE Mixed Use - solid state drive - 480 GB - SATA 6Gb/s Mfg. Part#: P07922-B21 UNSPSC: 43201830 Contract: MARKET	2	5293124	\$364.08	\$728.16
HPE Mixed Use - solid state drive - 960 GB - SATA 6Gb/s Mfg. Part#: P09716-B21 UNSPSC: 43201830 Contract: MARKET	5	5387648	\$574.55	\$2,872.75
MS EA SQL STD LIC/SA SLG YR1 Mfg. Part#: 228-04437-1-SLG Electronic distribution - NO MEDIA Contract: MARKET	1	2263897	\$712.22	\$712.22
MS EA WIN SRV STD LIC/SA 2PROC Y1 Mfg. Part#: P73-05897-1-SLG Electronic distribution - NO MEDIA Contract: MARKET	1	2840057	\$740.14	\$740.14

PURCHASER BILLING INFO	SUBTOTAL	\$9,952.27
Billing Address: CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 Phone: (513) 867-5315 Payment Terms: NET 30-VERBAL	SHIPPING	\$90.68
	SALES TAX	\$0.00
	GRAND TOTAL	\$10,042.95
DELIVER TO	Please remit payments to:	
Shipping Address: CITY OF FAIRFIELD 701 WESSEL DR FAIRFIELD, OH 45014-3611 Shipping Method: UPS Ground (1- 2 day)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Bautista

|

(877) 810-5987

|

johnbau@cdwg.com

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Attachment: Non-ContractualAppropriations.081219 (1328 : Non-Contractual Appropriations)

TERMS AND CONDITIONS

Buyer hereby agrees to the following terms and conditions:

1. This order shall become binding once approved and accepted by Seller at its home office.
2. This order may not be cancelled or altered after acceptance without Seller's consent.
3. Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitations, strikes, non-delivery or delays by shippers, carriers, or others, accidents, or government acts.
4. This is a binding agreement, and not a sale on approval or trial basis. Provisions of this agreement, once accepted by Seller, constitute the entire agreement between purchaser and Seller and supersede all other written or oral communications between the parties. The Seller is specifically not bound by any oral or written representation made by its employees or salesperson to Buyer, which do not appear herein in writing.
5. All rights, title or interest to the equipment or supplies described herein shall remain the property of ComDoc (or its Leasing Agent) until paid in full.
6. Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby irrevocably appoint us (or our agents) as your true and lawful attorney in fact to affix your signature to UCC financing statements prepared and filed on behalf by us (or our agent) and authorize us (or our agents) to file at any time and from time to time all appropriate or desirable financing statements, amendments and continuation statements with the same force and effect as is you had signed such financing statements. If we request, you agree to sign the financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such in any jurisdiction in order to perfect such security interest. You hereby agree to furnish to us all information that is necessary or desirable to enable us to make such filings promptly upon request.



ComDoc Connect

Customer Information and Requested Services

Customer: City of Fairfield
 Address: 701 Wessel Dr
 Fairfield, OH 45014-3611

Billing Phone Number: (513) 896-8109

Network Administrator: Lance Kennedy

Admin. Phone Number: (513) 896-8109

Admin. Email Address: Lance Kennedy <lkennedy@fairfield-city.org>

Alternate Contact: _____

Alt. Contact Phone Nbr: _____

Authorized Signer: _____

Authorized Signer Phone Nbr: _____

ComDoc Prof. Services Engineer: _____

List Equipment or Xerox Model Numbers: (Attach separate sheet for additional locations.)

(2) 8070

Sales Rep: sconnor

Covered services (check ALL that apply)

☐ Standard Network Print Connection
 Number of Workstations: _____
 Operating System: _____

☐ Standard Scanning Option
 Number of Workstations: _____
 Operating System: _____

☐ Scan to Email ☐ Scan to Folder

☐ Fax Option (PC Fax) ☐ Internet Fax

Support Services

1. The equipment listed above is covered under **ComDoc Connect**, ComDoc's Connectivity Remote Support agreement. This agreement covers the services of our Professional Service Engineers in supporting the connectivity of the office equipment purchased or leased from ComDoc and listed above.
2. **ComDoc Connect** remote services provide continued support for the printing, scanning and connectivity functions of multi-functional products originally installed under ComDoc's Installation.
3. ComDoc will provide our highest level resources to support your individual connectivity requirements. Our Professional Services Team will assist your Network Administrator, IT Support Staff and office personnel to resolve any issues with connectivity, printing, scanning and/or faxing for the equipment covered under this agreement. Our Team's goal is to help resolve any problems promptly to help your staff be more productive and operate more efficiently.
4. It is the responsibility of the customer to perform all necessary operating system and application updates to the computers and/or servers. The customer is also responsible for performing system and data backups of all computers and servers. ComDoc bears no responsibility for any damage done to, or for information lost from said PC's, servers, or other network hardware.
5. **ComDoc Connect** remote services do not include equipment relocation or reinstallation. Also not included under **ComDoc Connect** are equipment failures, maintenance or malfunctions, which are covered under a separate agreement. Support for document management software, EIP solutions (Scan to PC, ScanFlowStore, Docushare, etc.), scanning software, forms management applications, computers, servers and networks is also not included under **ComDoc Connect**.
6. **ComDoc Connect** remote services are provided during normal business hours, 8 am to 5 pm, Monday through Friday, except on holidays.
7. **ComDoc Connect** remote services provided after hours, or on weekends or holidays, if available, will be billed at the standard rates in effect at the time the service call is performed.

ComDoc Connect 12-28-2016

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

ComDoc Agreement Clarifications

On-going ComDoc Connect support includes:

Remote support for printing and scanning issues *

Replacement of corrupted print and/or scan drivers

Installation of firmware updates for connected product

New version releases of print and/or scan drivers

Support for configuration of multi-functional systems

Installation and testing of system upgrades & software **

* Onsite support may incur further costs

** System upgrades and software must have been purchased from ComDoc to be installed and tested under this agreement

Customer Responsibilities:

Maintain proper power and telephone line, if applicable

Provide active network connection near equipment

Provide all network cables

Provide proper credentials for print/scan setup

All computer & server data backups completed

All updates and service packs to computers completed

Covered Operating Systems and Applications

Workstation Operating Systems: Win XP, Win 7, Win 8.1, Win 10, MAC 10.5, 10.6, 10.7, 10.8, 10.9

Networking Operating Systems: Win 2003 (32 or 64 bit), Win 2008 (32 or 64 bit), Win 2011 (32 or 64 bit), Win 2012 (32 or 64 bit), MAC OSX

Miscellaneous Terms and Conditions

All third party application support is provided on a billable, best effort basis. Best effort is based upon ComDoc's experience, ability to contact the customer's vendor support, and customer knowledge. ComDoc makes no representation of any ability to support best effort applications. In support of software applications and other ancillary products, customer may incur third party vendor technical support charges. This agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. ComDoc may withhold service or support or terminate this Agreement if customer fails to comply with any of the items or conditions of this agreement, or is thirty days past due on any ComDoc invoice. This Agreement is not transferable, nor refundable. Contract is subject to an annual increase. The Effective Date of this contract will be the 1st day of the month following the equipment delivery or contract signature date. This agreement may be prorated to run coterminous with your current contracted equipment.

Confidentiality

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to ComDoc by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by ComDoc. Such confidential disclosures that are made or such confidential information that become available to ComDoc are subject to the confidentiality clause.

ComDoc Connect Fees

ComDoc Connect Support Services rate

1st to 20th MFP Units	2	@	\$100 per unit per year	=	\$200
21st to 40th MFP Units	0	@	\$90 per unit per year	=	\$0
Additional MFP units at 41st +	0	@	\$50 per unit per year	=	\$0
TOTAL				=	\$200

Conclusion

Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.

Approved X

Date _____

Declined X

Date _____

ComDoc Connect has been explained and I/we understand the limitations of this agreement

ComDoc Officer Approval:

Date _____

QUOTE CONFIRMATION



DEAR LANCE KENNEDY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KTMQ387	7/30/2019	KTMQ387	6636447	\$6,030.98

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Laptop 2 - 13.5" - Core i7 8650U - 16 GB RAM - 512 GB SSD Mfg. Part#: JKR-00066 UNSPSC: 43211503 Contract: MARKET	1	5298688	\$1,899.23	\$1,899.23
Microsoft Surface Laptop 2 13.5" Core i5 16GB RAM 256GB SSD - Platinum Mfg. Part#: PHW-00001 UNSPSC: 43211503 Contract: MARKET	2	5411472	\$1,322.68	\$2,645.36
Microsoft Surface Pro 6 - 12.3" - Core i5 8350U - 16 GB RAM - 256 GB SSD - Mfg. Part#: P6G-00001 UNSPSC: 43211509 Contract: MARKET	1	5426852	\$1,315.69	\$1,315.69
Microsoft Surface Pro Type Cover (M1725) - keyboard - with trackpad, accede Mfg. Part#: FMN-00001 UNSPSC: 43211706 Contract: MARKET	1	4634736	\$115.70	\$115.70

PURCHASER BILLING INFO		SUBTOTAL	\$5,975.98
Billing Address: CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 Phone: (513) 867-5315 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$55.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$6,030.98
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF FAIRFIELD 701 WESSEL DR FAIRFIELD, OH 45014-3611 Shipping Method: UPS Ground (1- 2 day)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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John Bautista

(877) 810-5987

johnbau@cdwg.com

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

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QUOTE CONFIRMATION



DEAR MIKE FELERSKI,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KTMF662	7/30/2019	KTMF662	6636447	\$1,714.34

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP ProBook 430 G6 - 13.3" - Core i5 8265U - 8 GB RAM - 256 GB SSD - QWERTY	2	5375342	\$845.87	\$1,691.74
Mfg. Part#: 5VD75UT#ABA UNSPSC: 43211503 Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$1,691.74
Billing Address: CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 Phone: (513) 867-5315 Payment Terms: NET 30-VERBAL		SHIPPING	\$22.60
		SALES TAX	\$0.00
		GRAND TOTAL	\$1,714.34
DELIVER TO	Please remit payments to:		
Shipping Address: CITY OF FAIRFIELD 701 WESSEL DR FAIRFIELD, OH 45014-3611 Shipping Method: UPS Ground (1- 2 day)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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QUOTE CONFIRMATION



DEAR MIKE FELERSKI,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KSQJ812	7/11/2019	KSQJ812	6636447	\$1,104.16

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple MacBook Air with Retina display - 13.3" - Core i5 - 8 GB RAM - 128 GB Mfg. Part#: MRE82LL/A UNSPSC: 43211503 Contract: MARKET	1	5337559	\$1,061.33	\$1,061.33
Proline Lightning cable - Lightning / USB 3.1 - 3.3 ft Mfg. Part#: USBC2LGT1MW-PRO UNSPSC: 26121604 Contract: MARKET	1	4862501	\$16.95	\$16.95

PURCHASER BILLING INFO		SUBTOTAL	\$1,078.28
Billing Address: CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 Phone: (513) 867-5315 Payment Terms: NET 30-VERBAL		SHIPPING	\$25.88
		SALES TAX	\$0.00
		GRAND TOTAL	\$1,104.16
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF FAIRFIELD 701 WESSEL DR FAIRFIELD, OH 45014-3611 Shipping Method: UPS Ground (1- 2 day)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Bautista

(877) 810-5987

johnbau@cdwg.com

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Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Kay Drive BPS Electrical Upgrades

Legislation Title:

Kay Drive BPS Electrical Upgrades

Background/Synopsis: Electrical upgrades and the installation of variable-frequency drives are necessary at the Kay Drive Booster Pump Station to better regulate static water pressure and optimize the operation of the City's Water Distribution System.

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS); the stations are utilized to distribute water to designated pressure zones and elevated storage tanks. The Kay Drive BPS is utilized to pump water from the Seward pressure zone to the Hunter/Mack pressure zone. Kay Drive is typically operated the most in the summer months when water demand is at its peak. A variable-frequency drive (VFD) is a device which allows speed adjustment of an AC (electrical) motor. The installation of VFDs on the pump motors at the Kay Drive BPS will enable Plant Operations to better regulate static pressure, avoid 'water hammer' stress on underground infrastructure, and avoid costly water main breaks in the Distribution System.

Two itemized proposals with the required parts/equipment to upgrade the BPS are attached for review. It is recommended the equipment be purchased from F.D. Lawrence Electric Co. - the vendor who provided the lowest and best proposal. Public Utilities staff will perform all electrical upgrades and the installation of the VFDs in house.

Financial Impact: An appropriation in the amount of \$19,978.00 is being requested for electrical upgrades and the installation of variable-frequency drives at the Kay Drive Booster Pump Station.

Funding for this project is included in the 2019-2023 Capital Improvement Program under project number 9WT08, Booster Station Improvements. The funding source is the Water Replacement & Improvement Fund.

It is recommended that City Council authorize an appropriation in the amount of \$19,978.00 from the Water Replacement & Improvement Fund for electrical upgrades and variable-frequency drives at the Kay Drive Booster Pump Station. Rules suspension is requested to expedite the work.

Attachments:

1. Kay Drive Electrical Components - Becker
2. Kay Drive Electrical Components - FDL

THE JOHN A BECKER COMPANY
11310 MOSTELLER RD
CINCINNATI, OH 45241
USA
513-771-2550

Order Number	
5185579	
Order Date	Page
7/11/2019 09:15:11	1 of 4

Bill To:
CITY OF FAIRFIELD
PURCHASING DEPT
5350 PLEASANT AVE
FAIRFIELD, OH 45014-5358

513-867-5358

Ship To:
CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014-5358

Customer ID: 5720

PO Number					Ship Route	Taker		
					HOUSE	JZWICK		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
6.00	0.00	6.00	EA		HOFF AS100	EA	16.4500	98.70
			1.0		HOFF AS100 1-IN OT KO SEAL 78351059730	1.0		
Ordered As: AS100								
6.00	0.00	6.00	EA		HOFF AS125	EA	18.2000	109.20
			1.0		HOFF AS125 1-1/4 OT KO SEAL 78351059740	1.0		
Ordered As: AS125								
6.00	0.00	6.00	EA		HOFF AS150	EA	20.8833	125.30
			1.0		HOFF AS150 1-1/2 OT KO SEAL 78351059750	1.0		
Ordered As: AS150								
6.00	0.00	6.00	EA		HOFF AS200	EA	22.8667	137.20
			1.0		HOFF AS200 2-IN OT KO SEAL 78351059760	1.0		
Ordered As: AS200								
8.00	0.00	8.00	EA		CRS-H ST6	EA	24.5204	196.16
			1.0		CCHM ST6 2-IN ZINC INS HUB 78473110008	1.0		
Ordered As: ST6								
220.00	0.00	220.00	EA		THHN 0-THHN-BLACK	M	2,011.4833	442.53
			1.0		THHN 0-THHN 1/0AWG BLACK STRANDED WIRE	1000.0		
60.00	0.00	60.00	EA		THHN 0-THHN-BLACK	M	2,011.4833	120.69
			1.0		THHN 0-THHN 1/0AWG BLACK STRANDED WIRE	1000.0		
75.00	0.00	75.00	EA		THHN 2-THHN-GREEN	M	1,262.5199	94.69
			1.0		THHN 2-THHN-GREEN 2AWG GREEN STRANDED	1000.0		
130.00	0.00	130.00	EA		ALUM 200A	C	614.0545	798.27
			1.0		ALUM 200A 2-IN ALUMINUM CONDUIT	100.0		

THE JOHN A BECKER COMPANY
11310 MOSTELLER RD
CINCINNATI, OH 45241
USA
513-771-2550

Order Number	
5185579	
Order Date	Page
7/11/2019 09:15:11	2 of 4

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
10.00	0.00	10.00 EA	1.0		ALUM-ELBOW 20090A ALUM-ELBOW 20090A 2-IN 90D ALUM ELBOW 78217201166	EA 1.0	42.6140	426.14
24.00	0.00	24.00 EA	1.0		ALUM-CPLG 200ACP ALUM-CPLG 200ACP 2-IN ALUM COUPLING 78217201136	EA 1.0	7.2308	173.54
4.00	0.00	4.00 EA	1.0		CRS-H LT200 CCHC LT200 2-IN STR L/T CONN 78456430200	EA 1.0	24.8737	99.49
Ordered As: LT200								
5.00	0.00	5.00 EA	1.0		E-FLEX LA16-GRY-2IN-100FT-CUTS E-FLEX LA16-GRY-2IN-100FT-CUTS	EA 1.0	9.7524	48.76
80.00	0.00	80.00 EA	1.0		ALUM 100A ALUM 100A 1-IN ALUMINUM CONDUIT	C 100.0	281.8966	225.52
8.00	0.00	8.00 EA	1.0		ALUM-ELBOW 10090A ALUM-ELBOW 10090A 1-IN 90D ALUM ELBOW 78217201163	EA 1.0	17.1729	137.38
10.00	0.00	10.00 EA	1.0		ALUM-CPLG 100ACP ALUM-CPLG 100ACP 1-IN ALUM COUPLING 78217201133	EA 1.0	5.1080	51.08
5.00	0.00	5.00 EA	1.0		COOP ST3 WEL ST3 1/8 SOLDERING IRON TIP 03710347251	EA 1.0	0.0000	0.00
Ordered As: ST3								
2.00	0.00	2.00 EA	1.0		CRS-H LB35CGN CCHC LB35CGN 1-IN AL LB CONDBDY 78456474371	EA 1.0	12.5914	25.18
10.00	0.00	10.00 EA	1.0		B-LINE B2013AL BLINE1 B2013AL 2IN PIPE CLMP 78101160144	EA 1.0	5.0910	50.91
10.00	0.00	10.00 EA	1.0		B-LINE B2010AL BLINE1 B2010AL 1IN PIPE CLMP 78101160114	EA 1.0	3.4972	34.97
20.00	0.00	20.00 EA	1.0		B-LINE B22SH-120AL BLINE1 B22SH-120AL 1-5/8X1-5/8 CHNL 78101121340	EA 1.0	13.6651	273.30
20.00	0.00	20.00 EA	1.0		B-LINE B54SH-120AL BLINE1 B54SH-120AL 13/16X1-5/8 CHNL 78101125740	EA 1.0	12.2347	244.69
2.00	0.00	2.00 EA	1.0		SQD ATV630D75N4 SQD ATV630D75N4 ATV630 TYPE1 460V 78590197444	EA 1.0	8,137.0693	16,274.14
2.00	0.00	2.00 EA	1.0		SQD VW3A3720 SQD VW3A3720 ATV630 COMMS MODULE 78590100564	EA 1.0	269.4074	538.81

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

THE JOHN A BECKER COMPANY
11310 MOSTELLER RD
CINCINNATI, OH 45241
USA
513-771-2550

Order Number	
5185579	
Order Date	Page
7/11/2019 09:15:11	3 of 4

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
1.00	0.00	1.00 EA	1.0		SQD VW3A1111 SQD VW3A1111 GRAPHIC KEYPAD 78590156119	EA 1.0	171.4444	171.44
2.00	0.00	2.00 EA	1.0		SQD VW3A1112 SQD VW3A1112 DOOR MOUNTING KIT 78590162381	EA 1.0	73.3267	146.65
2.00	0.00	2.00 EA	1.0		HOFF A60P24F1 HOFF A60P24F1 FULL PANEL ONLY 78351021260	EA 1.0	438.2523	876.50
2.00	0.00	2.00 EA	1.0		HOFF AFK1218 HOFF AFK1218 ENCL FLOOR STAND-SET2 78351025740	EA 1.0	368.9600	737.92
Ordered As:					AFK1218			
2.00	0.00	2.00 EA	1.0		SQD 9001KS43BH13 SQD 9001KS43BH13 SELECTOR SWITCH 78590182133	EA 1.0	90.6769	181.35
2.00	0.00	2.00 EA	1.0		SQD 9001KT38LRR31 SQD 9001KT38LRR31 PILOT LIGHT 78590103619	EA 1.0	243.9455	487.89
2.00	0.00	2.00 EA	1.0		SQD 9001KT38LWW31 SQD 9001KT38LWW31 PILOT LIGHT 78590179465	EA 1.0	182.1538	364.31
2.00	0.00	2.00 EA	1.0		SQD 9001KT38LGG31 SQD 9001KT38LGG31 PILOT LIGHT 78590103617	EA 1.0	182.1538	364.31
1.00	0.00	1.00 EA	1.0		SQD 9070TF250D1 SQD 9070TF250D1 TRANSFORMER CONTROL 78590190486	EA 1.0	464.6450	464.65
4.00	0.00	4.00 EA	1.0		BUSS FNQ-R-1-6/10 BUSS FNQ-R-1-6/10 600 MIDGET TD FUS 05171249696	EA 1.0	47.2059	188.82
2.00	0.00	2.00 EA	1.0		SQD 9001K2106 SQD 9001K2106 30MM OPERATOR WITH 78590152850	EA 1.0	226.0615	452.12
4.00	0.00	4.00 EA	1.0		HOFF AVK44 HOFF AVK44 LOUVER PLATE 78351024940	EA 1.0	41.2150	164.86
Ordered As:					AVK44			
4.00	0.00	4.00 EA	1.0		SQD LADN31 SQD LADN31 CONTACTOR AUXILIARY 78590121371	EA 1.0	57.2745	229.10
Ordered As:					LADN31			
10.00	0.00	10.00 EA	1.0		SQD RXM3AB2F7 SQD RXM3AB2F7 PLUG-IN RELAY 250V 78590164607	EA 1.0	10.8105	108.11

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

THE JOHN A BECKER COMPANY
11310 MOSTELLER RD
CINCINNATI, OH 45241
USA
513-771-2550

Order Number	
5185579	
Order Date	Page
7/11/2019 09:15:11	4 of 4

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
10.00	0.00	10.00	EA	1.0	SQD RXZE2S111M SQD RXZE2S111M RELAY SOCKET 300V 78590175807	EA 1.0	8.1904	81.90
2.00	0.00	2.00	EA	1.0	BUSS 16371-3 BUSS 16371-3 TERM BLOCK 05171227139	EA 1.0	209.2721	418.54
2.00	0.00	2.00	EA	1.0	BUSS CPDB-3 BUSS CPDB-3 DIST BLOCK COVER 05171224702	EA 1.0	15.1544	30.31
2.00	0.00	2.00	EA	1.0	HOFF A602418FSG HOFF A602418FSG	EA 1.0	1,376.0000	2,752.00
2.00	0.00	2.00	EA	1.0	BUSS FNQ-R-2 BUSS FNQ-R-2 600V MIDGET TD FUSE 05171214706	EA 1.0	34.6819	69.36
1.00	0.00	1.00	EA	1.0	SQD 9001KR1U SQD 9001KR1U 30MM PUSH BUTTON FULL 78590187470	EA 1.0	37.8923	37.89
Total Lines: 44						SUB-TOTAL:		29,054.68
						TAX:		0.00
						AMOUNT DUE:		29,054.68
								U.S. Dollars

Attachment: Non-ContractualAppropriations.081219 (1328 : Non-Contractual Appropriations)

F.D. LAWRENCE ELECTRIC CO.

ELECTRICAL DISTRIBUTION, AUTOMATION AND LIGHTING EQUIPMENT

THE F.D. LAWRENCE ELECTRIC CO.
 5582 LIMABURG ROAD
 BURLINGTON, KY 41005
 Phone 859-283-5550
 Fax 859-283-2137

QUOTE TO:

CITY OF FAIRFIELD
 ATTN FINANCE DEPT
 5350 PLEASANT AVE
 FAIRFIELD, OH 45014

SHIP TO:

CITY OF FAIRFIELD
 ATTN FINANCE DEPT
 5350 PLEASANT AVE
 FAIRFIELD, OH 45014



11.E.7.a

Quotation

EXPIRATION DATE	QUOTE NUMBER
07/08/2019	S100573363
THE F.D. LAWRENCE ELECTRIC CO. 5582 LIMABURG ROAD BURLINGTON, KY 41005 Phone 859-283-5550 Fax 859-283-2137	PAGE NO.
	1 of 3

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1137	Q-100HP VFD/REACTOR	Q-100HP VFD/REACTOR	Greg Basler	
WRITER		SHIP VIA	TERMS	SHIP DATE
BRIAN GUTHRIE		OT OUR TRUCK	PASS ALONG 10TH	07/09/2019
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	SQD ATV630D75N4 ATV630 IP21/TYPE1 460V 100HP NORMAL DUTY / 75HP HEAVY DUTY		5472.691/ea	10945.38
2ea	SQD VW3A3720 ATV630 COMMS MODULE ETHERNET IP		175.787/ea	351.57
2ea	SQD VW3A3203 VW3A1111 - Keypad comes with each VFD. No need to order unless you want extras.		110.786/ea	221.57
2ea	SQD VW3A1112 REMOTE MTG KIT		53.187/ea	106.37
2ea	SQD VFD-PLC STARTUP SERVICE Nonstock Item at FDL		300.000/ea	600.00
2ea	SQD 9001KS43BH13 1NO-1NC 3 POS SW		97.159/ea	194.32
2ea	SQD 9001KT38LRR31 PILOT LIGHT Nonstock Item at FDL		186.942/ea	373.88
2ea	SQD 9001KT38LGG31 PILOT LIGHT Nonstock Item at FDL		186.942/ea	373.88
2ea	SQD 9001KR1UH13 ALL COLORS PB		84.770/ea	169.54
2ea	SQD 9070TF250D1		205.276/ea	410.55
4ea	BUSS FNQ-R-1-6/10 CLASS CC TIME DEL Nonstock Item at FDL		28.306/ea	113.22
2ea	BUSS FNQ-R-2-1/4 CLASS CC TIME DELA Nonstock Item at FDL		29.861/ea	59.72
2ea	SQD 9001K2106 2W 2.5K OHM POT OPER Nonstock Item at FDL		288.675/ea	577.35
4ea	HOFF-E AVK44 Nonstock Item at FDL		32.772/ea	131.09
4ea	SQD LADN31 CONTACTOR AUXILIARY CONTACT BLOCK IEC		38.989/ea	155.96

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
07/08/2019	S100573363	2 of 3

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
10ea	TELE RXM3AB2F7 RELAY	8.428/ea	84.28
10ea	TELE RXZE2S111M RELAY SOCKET	6.461/ea	64.61
2ea	TCI KDR12H	498.545/ea	997.09
	Nonstock Item at FDL		
2ea	TCI SLK10	49.522/ea	99.04
	Nonstock Item at FDL		
6ea	HOFF AS100 1-IN OT KO SEAL	12.573/ea	75.44
6ea	HOFF AS125 1-1/4IN OT KO SEAL	13.911/ea	83.46
6ea	HOFF AS150 1-1/2IN OT KO SEAL	15.962/ea	95.77
6ea	HOFF AS200 2-IN OT KO SEAL	17.478/ea	104.87
8ea	MYERS ST6 2-IN ZINC INS HUB	1524.898/c	121.99
220ea	THHN 1/0 STRD CU WIRE	1760.563/m	387.32
60FT	MTW 1/0 BLACK	3571.429/m	214.29
	Nonstock Item at FDL		
75ea	THHN 2 GREEN CU STRD WIRE CUT REEL	1147.887/m	86.09
130ea	ALUM 2 IN. COND. (450ft LIFT)	407.540/c	529.80
10ea	ALUM EL 2 90 DEG	3945.519/c	394.55
24ea	ALUM CPLG 2 IN.	913.905/c	219.34
5ea	SEALTITE LA 2 CUT REEL	490.833/c	24.54
20ea	B-LINE B24SH-120AL CHANNEL, 1 5/8-I	649.373/c	129.87
	Nonstock Item at FDL		
20ea	BLINE B54SH-120AL	640.655/C	128.13
	Nonstock Item at FDL		
10ea	BLINE B2013AL 2 ALUM COND CLAMP	438.798/c	43.88
10ea	BLINE B2010AL 1 ALUM COND CLAMP	301.388/c	30.14
80ea	ALUM 1 IN. COND. (2000ft LIFT)	187.434/c	149.95
8ea	ALUM EL 1 90 DEG	1331.369/c	106.51
10ea	ALUM CPLG 1 IN.	455.677/c	45.57
5ea	MYERS ST3 1-IN ZINC INS HUB	824.043/c	41.20
2ea	KLRK OT-3 1-IN AL T CONDUIT BODY	12.079/ea	24.16
2ea	KLRK OL-30 1-IN AL BLANK COVER	2.956/ea	5.91
2ea	KLRK OLK3-RG 1-IN NEO GASKET	2.956/ea	5.91
2ea	BUSS 16371-3 PWR DIST BLOCK	131.764/ea	263.53
	Nonstock Item at FDL		
2ea	BUSS CPDB3 PWR DST BLOCK COVER	9.542/ea	19.08
2ea	INT-MAT UWZ52E-120U AC Hour Meters	45.948/ea	91.90
	Round 52mm Flush Mount, Combo		
	Terminals, 120V, 60Hz		
2ea	HOFF-E A602418FSG TYPE 12 ENCL 60.0	1196.522/ea	2393.04
	Nonstock Item at FDL		
2ea	HOFF-E A60P24F1 FULL PANEL 48.00X20	299.732/ea	599.46
	Nonstock Item at FDL		

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

** Continued on Next Page **

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
07/08/2019	S100573363	3 of 3

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	HOFF AFK1218 Nonstock Item at FDL	319.463/ea	638.93
2ea	CRS-H LT200 2 LT CONN	2196.276/c	43.93
Taxes not included, they will be included on invoices when applicable!		Subtotal	23127.98
		S&H Charges	0.00
		Amount Due	23127.98

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Lime Slaker SCADA Integration

Legislation Title:

Lime Slaker SCADA Integration

Background/Synopsis: Integrations services are needed for adding the Water Treatment Plants Chemco Lime Slakers 1 & 2 to the Divisions Supervisory Control And Data Acquisition (SCADA) network. Integrating the Lime Slakers with the SCADA network will enable Plant Operations to better monitor/operate the treatment process and optimize chemical consumption.

The scope of this project includes Programmable Logic Controller (PLC) modifications to the ControlLogix PLC to read/write selected data from each of the Lime Slaker PLCs. The Lime Slaker PLC and Operator Interface Terminal (OIT) Internal Protocol (IP) addresses will have to be modified so that they are on the same network as SCADA. New displays and alarms will be added to the alarm summary page to emulate the local Magelis OIT graphics.

The Water Treatment Plants Chemco Lime Slakers are used to produce a lime slurry consisting of slaked lime and water. The slurry is directed to the treatment plants clarifiers where through coagulation, calcium and magnesium are removed resulting in the softening of water. The slurry is also used for pH adjustment and chemical stabilization.

Financial Impact: An appropriation in the amount of \$7,820.00 is being requested for professional services for Lime Slaker System SCADA Integration.

Funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP), under 9WT05 – ‘Replace Major Process Equipment’. Funding source is the Water Replacement and Improvement Fund (604).

It is recommended that City Council authorize an appropriation in the amount of \$7,820.00 from the Water Replacement & Improvement Fund for professional services for Lime Slaker System SCADA Integration.

Attachments:

1. FFWTP_LimeSlaker_Additions_061179A

PCS Technologies LLC

6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727 Fax: (513) 844-8727



PROPOSAL

To:	Mr. Jason Hunold	Date:	June 17, 2019
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WTP – Chemco Lime Slaker System SCADA Integration
		Document Reference:	Chemco Wiring Diagrams Chemco PLC Program (Pending)
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-061719A

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below for adding the Chemco Lime Slakers 1 & 2 to SCADA. Services include reviewing existing PLC (Rockwell 1769-L32E) program logic as well as existing OIT (Schneider Electric Magelis) screen bitmaps (we do not have software for the Magelis OIT) and integrate selected data with the Fairfield WTP SCADA System.

Services Included:

The scope of this proposal includes PLC modifications to the MCP ControlLogix PLC to read/write selected data from each of the Lime Slaker PLCs. The Lime Slaker PLC and OIT IP addresses will have to be modified so that they are on the same network as SCADA or routing will need to be added at the Stratix 5700 in the MCP. New displays and alarms will be added to the alarm summary page to emulate the local Magelis OIT graphics.

A network connection (ethernet cabling or fiber) to the SCADA network is required.

A documented copy of the Lime Slaker PLCs is required to efficiently determine I/O addresses (tagnames) that will be interfaced to SCADA. If a documented program is not available, there will be additional effort to reverse engineer the existing logic and document so that integration is possible. Two methods are available for interfacing (both would be handled more efficiently if documented programs are available):

Method 1: Direct communication with Lime Slaker PLCs with Plant SCADA (RSView). This will provide the most flexible communication options and minimal additional programming for Lime Slaker PLCs. This is the preferred method but may not be acceptable to Chemco (because it would provide unrestricted access to all data/functionality).

Method 2: The MCP ControlLogix PLC will read/write selected data from each of the Lime Slaker PLCs. The existing Lime Slaker PLCs will require modification to compact selected data in continuous arrays (similar to a column of data in Excel that is incremental – Tag1, Tag2, Tag3 etc.).

Services Included:

1. Review of existing Lime Slaker PLC programs to determine data available for SCADA interface
2. Communication modifications to Stratix 5700 to allow routing of Lime Slaker PLCs with the SCADA network. NOTE: If Lime Slaker PLCs use same PLC addresses (at Slaker 1 and 2), these will need to be modified before placing on same network.

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

3. PLC communication logic for MCP ControlLogix PLC to Lime Slaker PLCs.
4. HMI/SCADA modifications to interface with Lime Slaker 1 and 2
5. Operator training

No additional hardware is anticipated for integration to Lime Slaker systems unless the two Lime Slaker systems have identical IP addresses. In that case, routers are required in each of the Slaker panels to segregate the networks.

Estimate of Services:

1. Lime Slaker PLC Programming Review and modification (documented program)4 hrs.
2. Additional time to Item #1 above. Lime Slaker PLC Programming reverse engineering and documentation (convert undocumented program)8 hrs.
3. HMI programming – Add Lime Slaker Screen to SCADA to emulate local Magelis OITs.....16 hrs.
4. Modifications to Stratix 5700 network switch2 hrs.
5. Operator Training2 hrs.

Optional items, if required:

- (2) Stratix 5700 Switches
- (2) Fiber Optic Converter modules for Stratix 5700 (if fiber optic instead of CAT6 cabling is used to connect with MCP Stratix 5700 switch).

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware or software. PCS will use internal license for development purposes.
2. Special communication modules, media converters, adapters or software for communication with Lime Slaker PLCs
3. Fiber Patch panels or patch cables.
4. Magelis OIT - Vijeo Programming Software

Fee/Expenses:

Integration Services for Lime Slaker system with WTP SCADA (NTE Basis).....	\$ 4,640
(2) Stratix 5700 Routers (P/N 1783-BMS06SA).....	\$ 2,484
(2) Fiber Converter Modules for Stratix 5700 (P/N 1783-SFP100LX)	\$ 696

Note: Hardware cost is based on cost plus 10% markup. These may not be required but are provided for budgeting.

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 60 days. Please note that Rockwell Automation typically has an annual price increase in August.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,



Peter Constantinides

[PCS Technologies LLC](#)

(513) 868-8727

peterc@pcs-technologies.com

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Mack Tank Pressure Washing

Legislation Title:

Mack Tank Pressure Washing

Background/Synopsis: The City's Mack Road Water Storage Tank provides water to customers in the Distributions System's Pressure Zone #2. The tank has accumulated some algae and mold on its exterior surfaces and is in need of cleaning. A contractor needs to be secured to power wash the entire exterior of the tank. A proposal has been attached for review.

Financial Impact: An appropriation in the amount of \$5,400.00 is being requested to power wash the exterior of the City's Mack Water Tank.

Funding for this project is included in the 2019-2023 Capital Improvement Program under project number 9WT12, Water Tank/Tower Maintenance. The funding source is the Water Replacement and Improvement Fund.

It is recommended that City Council authorize an appropriation in the amount of \$5,400.00 from the Water Replacement and Improvement Fund to power wash the City's Mack Water Tank.

Attachments:

1. Est_1848_from_H2O_Towers_LLC_1964



H2O Towers LLC
PO Box 398
Saline, MI 48176

Proposal

Date	Proposal #
7/31/2019	1848

Name / Address

City of Fairfield
5021 Groh Lane
Fairfield, OH 45014
Adam Sackenheim 513-896-8153
ASackenheim@fairfield-city.org

		Work Performed At:	Terms
Description	Qty	Rate	Total
H2O Towers will supply all labor and materials necessary, in order to: Clean the exterior of the City of Fairfield's 500,000 gallon, 120' high (Mack Tower) Sphere Water Tower.		0.00	
Apply fungicide		0.00	
The Tank will be cleaned (high water level to the ground) using United Weather-Zyme 727 cleaner in order to kill mildew spores and remove atmospheric carbons. (1 part United Weather-Zyme 727, 3 part chlorine and 1 part water).		5,400.00	5,400.00
The Tank will be rinsed with water.		0.00	
Our 15 story man-lift will be used to clean the water tower.		0.00	
Owner to supply water.		0.00	
		Total	\$5,400.00

All material is guaranteed to be as specified and the above work to be performed in a workmanlike manner for the sum above. Any additional work involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond control. Precautions will be taken to protect landscaping, but not liable for. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Liability Insurance on above work is to be taken out by H2O Towers, LLC.

Signature _____

Phone #	Fax #	E-mail	Web Site
866-426-8693	734-944-0127	bob@h2otowers.com	www.h2otowers.com



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:

Municipal and Municipal Annex Professional Services

Legislation Title:

Municipal and Municipal Annex Professional Architectural and Engineering Services

Background/Synopsis:

In October 2018, the City of Fairfield issued a Request for Qualifications (RFQ) for Architectural and Engineering services to be performed for security upgrades and architectural changes to the Municipal and Municipal Annex buildings. Ten (10) architectural firms were selected for solicitation due to their size and capabilities. Two firms submitted proposals for this project. Both firms were evaluated for their applicable skills and then a personal interview was conducted. Tony Ravagnani Architects, LLC located in Cincinnati, Ohio was chosen as lowest and best qualified.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$49,000 from the Capital Improvement Fund for this project.

Financial Impact:

\$49,000 (\$44,000 for Architectural and Engineering Services + \$5,000 for contingencies) from the Capital Improvement Fund

This project is listed in the 2019 CIP as # 9FC01 Municipal Building and Annex Repairs \$90,000

Attachments:

1. TRA Architectural Quote
2. TRA Engineering Quote



November 7th, 2018

Mr. Mark Wendling
City of Fairfield
5350 Pleasant Ave
Fairfield, Ohio 45014

Dear Mark:

Thank you for allowing TRA Design the opportunity to submit a proposal for: design and construction drawings of the interior office renovations for the City of Fairfield offices located at 5350 Pleasant Ave, Fairfield, Ohio 45014. The proposal is for Architecture/Interior Design only and is based on our meeting on October 31st and the attached plans. It is assumed that no MEP engineering, no structural engineering, nor civil engineering is required, and that no site plan will be required.

Enclosed please find a proposal for the professional services we discussed. The attached scope of service (Attachment A) outlines the proposed tasks. If this agreement is acceptable, please sign and return one copy to our office.

Please feel free to call if you have any questions. Thanks again.

Sincerely,

TRA Design
36 East 7th Street Suite 2430
Cincinnati, Ohio 45202

A handwritten signature in black ink that reads 'Tony Ravagnani'.

Tony Ravagnani, AIA, LEED AP

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

IV. MISCELLANEOUS PROVISIONS

Terms in this Agreement except as defined herein, shall have the same meaning as those in AIA Document A201 - 2007, General Conditions of the Contract for Construction, current as of the date of this Agreement.

- A. This Agreement shall be governed by the laws of the State of Ohio.
- B. The CLIENT and TRA, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor TRA shall assign this Agreement without the written consent of the other, except that the CLIENT may assign this Agreement to an institutional lender providing financing for the Project upon written notice to TRA. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, provided however that such assignment shall not release the original named CLIENT from its obligations and such CLIENT shall remain liable for complete and timely performance of the obligations under this Agreement as and when the same are due. TRA shall execute all consents reasonably required to facilitate such assignment.
- C. This Agreement represents the entire and integrated agreement between the CLIENT and TRA, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and TRA.
- D. TRA shall not be held responsible for work required by and/or costs resulting from inaccuracies on documents provided by CLIENT or hidden field conditions encountered during construction. As to any content supplied by CLIENT for TRA's use in connection with the Project, CLIENT represents and warrants to TRA that neither the provided content nor TRA's use of the provided content in connection with the Project infringe the rights of any third party. CLIENT agrees to indemnify, save, and hold harmless TRA from any and all damages, liabilities, costs, or expenses from any claim or allegation that such provided content, or TRA's use thereof for the Project, infringes a third party's intellectual property or other proprietary rights.
- E. Evaluations of the CLIENT'S Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by TRA represent TRA's judgment as a design professional familiar with the construction industry. It is recognized that neither TRA nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractors methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, TRA cannot and does not warrant or represent that bids or negotiated prices will not vary from the CLIENT'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by TRA.
- F. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto.
- G. Drawings, specifications and other documents, including those in electronic form, prepared by TRA and TRA's consultants are Instruments of Service which are designed for use solely with respect to this Project. TRA and TRA's consultants shall be deemed the authors and owners of their respective Instruments of Service and such parties shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT is permitted to use the final version of such Instruments of Service, as a licensee, for the purpose of constructing, implementing, and maintaining the Project. The license granted by this section shall be contingent upon CLIENT's compliance with all obligations of this Agreement, including prompt payment of all invoices, and cannot be assigned, delegated, sublicensed, pledged, or otherwise transferred without TRA's prior written consent.
- H. CLIENT acknowledges and agrees that any drawings, reports, specifications, and data on any form of print or electronic media generated and provided by TRA has been designed specifically for this Project and CLIENT's use shall be subject to the license described in Section G above. Any use of such instruments for purposes other than for the Project shall be at CLIENT's sole risk and without liability to TRA or its consultants. The CLIENT agrees not to transfer these instruments to others without the prior written consent of TRA. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRA harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone, other than TRA, or from any reuse of the instruments or electronic files for purposes beyond the Project or without prior written consent of TRA.
- I. In accepting and utilizing any drawings, reprints and data on any form of electronic media generated by the CLIENT, the CLIENT agrees, to the fullest extent of the law, to indemnify and hold TRA harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from (i) any error or omissions associated with their provision of such files in electronic format (it being expressly acknowledged and agreed that the final printed rendering provided by TRA shall be the basis for any construction or implementation of TRA's work); (ii) any information not field verified by TRA; or (iii) modification of design data, reuse, reformatting, retransmission and premature use of information. Incapability of software or hardware that result in failed transmission attributable to CLIENT'S equipment or procedures are also CLIENT'S responsibility.
- J. CLIENT understands that there may be misinterpretations of TRA's plans and specifications during construction which may lead to errors and subsequent damage. To guard against such misinterpretations, TRA can provide construction review services which would be specified in a separate written agreement by and among the parties. Inasmuch as the CLIENT has elected to proceed with the work without engaging TRA to provide construction review services, CLIENT agrees to indemnify and hold harmless TRA against any and all claims, damages, awards and costs of defense, which may arise out of the acts of the Contractor performing work not in compliance with the intent of the design documents.
- K. TRA shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Such materials or substances may result in an increase in the Construction Cost estimates.
- L. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Arbitration which, unless the parties mutually agree otherwise, shall

- be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any mediation, arbitration, or legal or equitable proceeding shall take place in Cincinnati, Ohio.
- M. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents, provided however that the foregoing shall not relieve CLIENT from making payments as and when due under the Agreement.
- N. In recognition of the relative risks and benefits of the Project to both the CLIENT and TRA, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in the Agreement, to limit the liability of TRA to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of TRA to the CLIENT shall not exceed TRA's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. To the fullest extent permitted by law, TRA shall not be liable for any incidental, indirect, or consequential damages, which shall include but not be limited to a waiver of any loss of use, loss of profit, loss of business or income, or any other consequential damages.
- O. TRA shall have the right to include photographic or artistic representation of the design of the Project among TRA's promotional and professional materials. TRA shall be given reasonable access to the completed Project to make such representations. Following completion of the Project, TRA reserves the right to refer to the Project and CLIENT, using CLIENT's name, for portfolio purposes.
- P. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, provided however that TRA shall be compensated for all costs and expenses incurred in connection with the Project through the effective date of termination.
- Q. It is understood and agreed that TRA's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against TRA that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRA, its officers, directors, employees and sub-consultants (collectively, "TRA Parties") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the TRA Parties. If the Client requests in writing that TRA provide any specific construction phase services, and if TRA agrees in writing to provide such services, then TRA shall be compensated for such Additional Services.
- R. If REVIT is used the following section shall apply. TRA acknowledges the intent is for BIM to be used as a tool for design, construction and management of this project to incorporate three-dimensional digital modeling (from Revit platform) of exterior and interior spaces to communicate design intent and to share 3D information with the construction team. The BIM requirements provided below are defined to outline the shared goal of project success and to provide framework for communication in design, preconstruction, and construction. The design team shall develop the contract documentation in the most recent version of Autodesk Revit. The design team members required to create the design in Revit include the Architect, Mechanical Engineer, Plumbing Engineer, Electrical Engineer, Fire Protection Engineer and Structural Engineer. The design team shall provide the current Revit models of the design to the owner and the construction manager at each deliverable phase of the project to be reviewed along with the design documents by the ownership's BIM project manager to improve communication among parties. The design team shall develop Revit Model(s) to a level of development equivalent to the requirements of the AIA Level of Development 300. The model shall be suitable for the create of contract documents. Model elements shall be graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, location, or orientation. This information can be measured directly from the model without referring to non-modeled information such as notes or dimension call-outs. This information shall not include supports, intricate connections, or the like. The design shall coordinate the design in 3D. The focus of 3D coordination and clash detection will be to deliver a responsible, coordinated design at a contract document level. Finer shop drawing / fabrication level coordination shall be completed by the construction team. The design team shall turnover the final contract document model(s) to the construction team incorporating all addenda for coordination and construction purposes. As-built documentation shall be completed by the construction team.

ATTACHMENT A

I. PRE-DESIGN

- A. Field measure the affected spaces
- B. Meet with Client to discuss program (space and adjacency requirements)
- C. Perform code review per Ohio Building Code of the proposed.

II. SCHEMATIC DESIGN

- A. Prepare initial preliminary Plans (2 options) and email to Client.
- B. Client to meet with TRA to review comments or email PDF markups.
- C. Revise preliminary plans. Hone in on one option if possible. Email this to Client. Follow up with face to face meeting if possible.
- D. Select and present interior finishes to Client.
- E. Revise finish and present final interior scheme (possibly with some minor choices) to Client.
- F. Get sign off on plan and interior finishes.

III. DESIGN DEVELOPMENT

- A. Perform a 2nd field measure to double check plan, get ceiling information, and existing power/data locations.
- B. Prepare detailed DD drawings including: floor plan, power/data locator plan, reflected ceiling plan, finish plans, and interior elevations.
- C. Help Client with limited furniture selections in conference room only.
- D. Client to meet with TRA to go over comments and DD set and furniture or email PDF markups.
- E. Revise and resend DD set. Get Client sign off on DD set

IV. CONSTRUCTION DOCUMENTS AND BIDDING

- A. Prepare construction drawings adequate for bidding, construction and permitting.
- B. Prepare spec book.
- C. Prepare bid documents if required by Client, or use Client standard bid documents.
- D. Prepare phasing drawings if required by Client.
- E. Help Client review GC bids if requested.

V. CONSTRUCTION ADMINISTRATION

- A. Review limited submittals as required for construction.
- B. Respond to RFIs as required.

VI. EXCLUSIONS

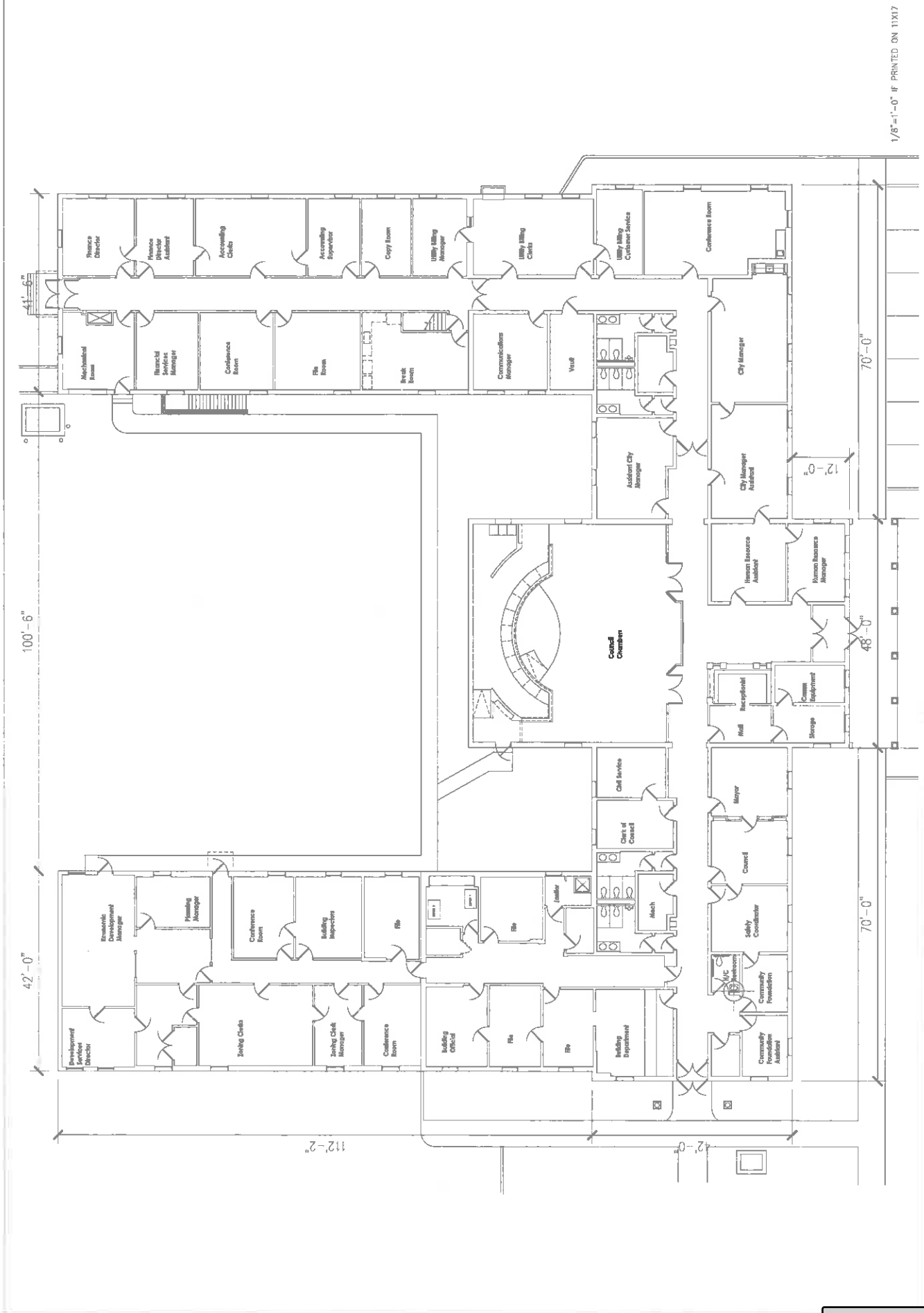
- A. Structural engineering is listed as a separate line item and can be added if necessary. It appears that it would be limited, including mostly new doors/windows/lintels.
- B. Exterior work is listed as a separate line items and can be added if necessary. It includes new front walk/paver work.
- C. No Civil engineer or site drawings would be required.
- D. MEP engineering would be handled by others.
- E. Any increase of scope would require additional fees.
- F. It is assumed that all design and construction document work happens within a 3 month window.
- G. All else not specifically listed would be excluded.

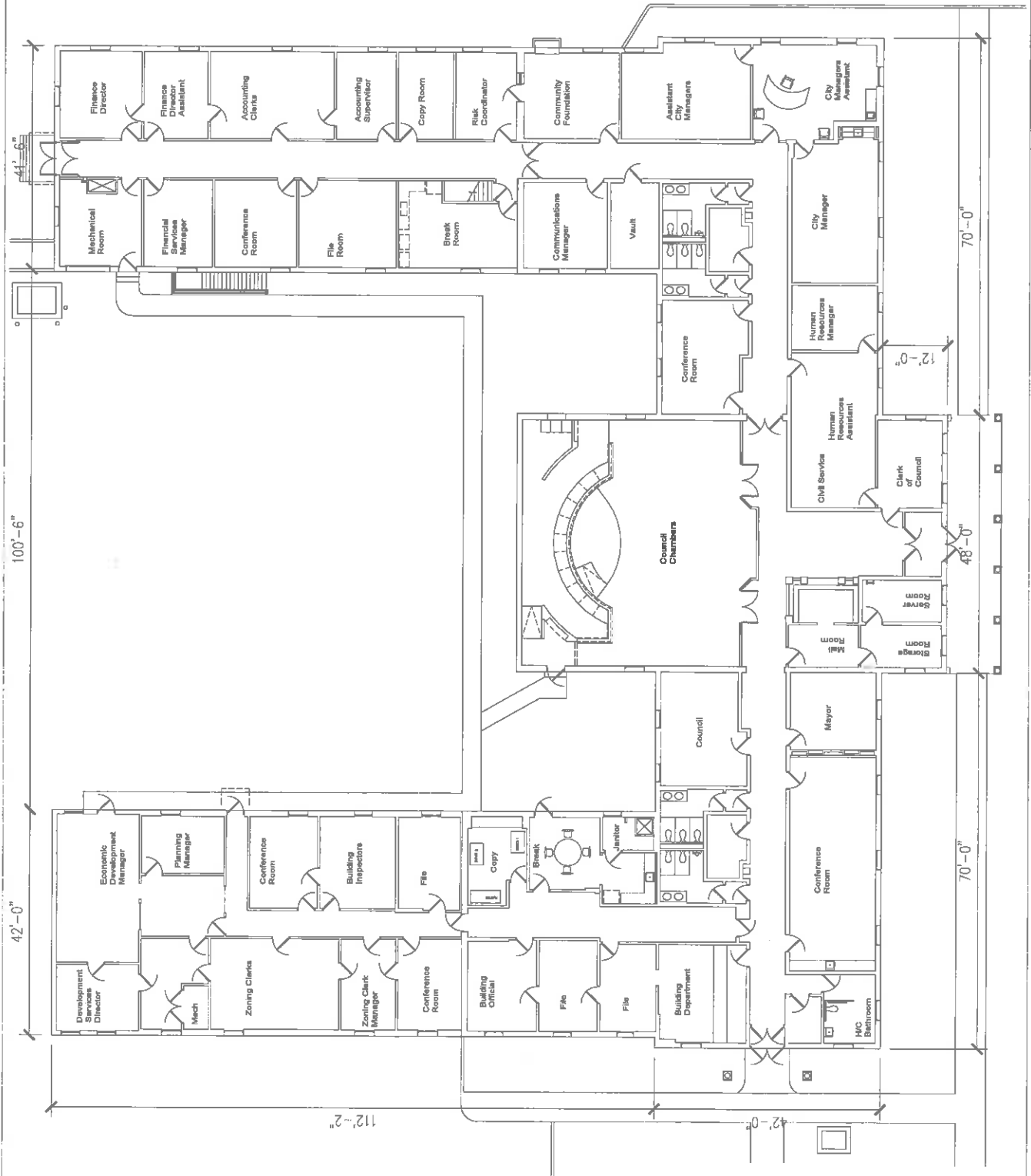
ATTACHMENT B

COMPENSATION AND REIMBURSABLE EXPENSE SUMMARY

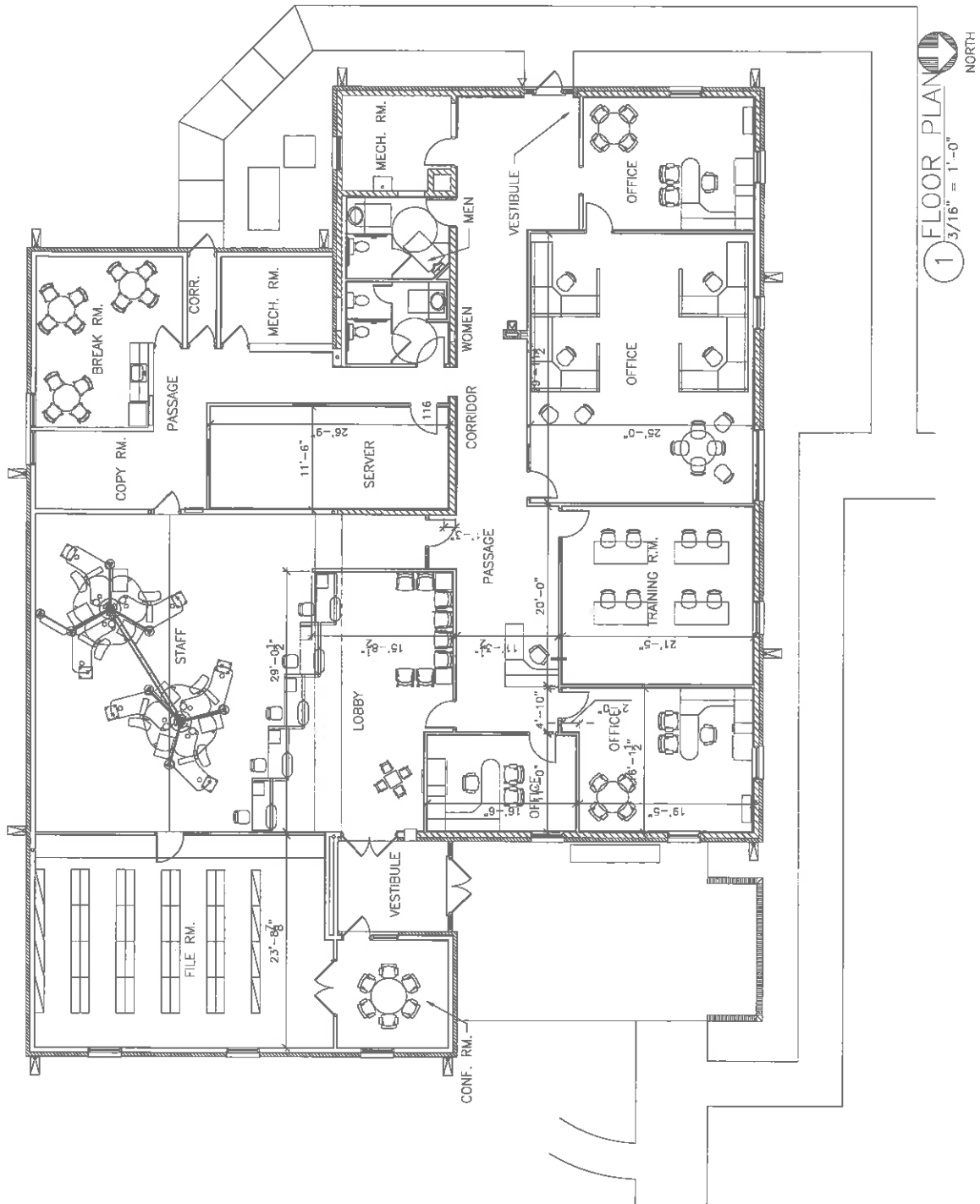
- A. Compensation for professional architectural and consulting services shall be based on the hourly rates of individuals engaged on the project plus reimbursable expenses.
- B. Hourly Rates (consultants rates provided upon request)

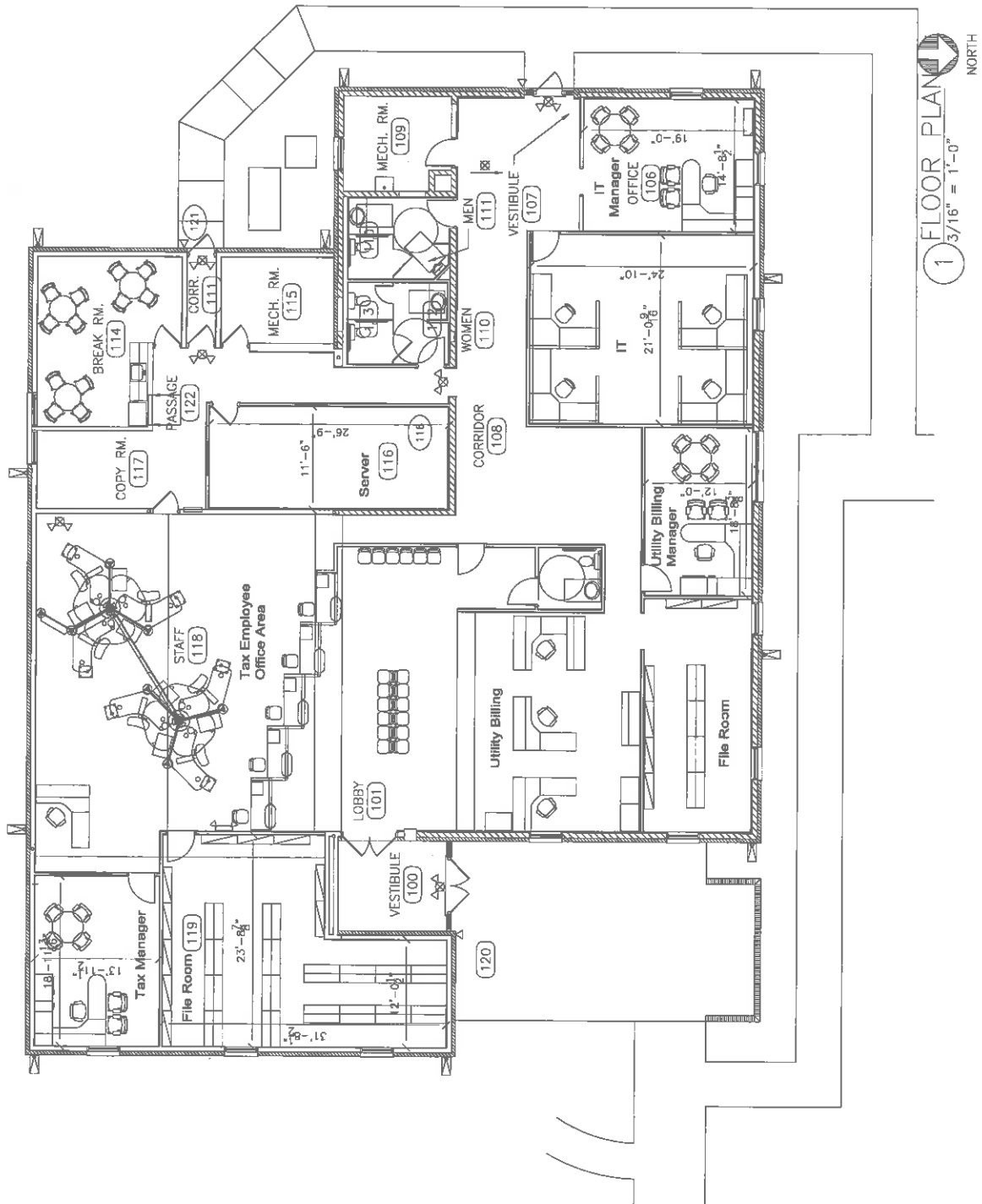
Personnel	Hourly Rate
Principal	\$140.00
Project Architect	\$120.00
Project Architect II	\$100.00
Interior Designer	\$100.00
Designer	\$60.00
- C. Subcontracted professional consultants (mechanical, electrical, structural, etc.) authorized by the CLIENT and retained by TRA shall be invoiced at cost plus 5%.
- D. Reimbursable Expenses - Invoiced at cost plus 15%
 - 1. Plotting and printing
 - 2. Mileage
 - 3. Permit fees if required
 - 4. Courier fees if requested





Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)





Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



Tony Ravagnani, AIA, LEED AP BD&C
TRA

November 7, 2018

Tony,

The project scope includes a ~12,500 SF interior renovation of the existing Municipal building. Also, included is a ~3,500SF interior renovation of the existing Annex building.

Quote 1: SD thru DD MEP design-build-oriented engineering services

Fixed Fee: \$7,500

- Design oriented due diligence verification and documentation of existing plumbing, mechanical and electrical systems for internal design use.
- Design/build concepts and recommendations in a report-form.
 - Design/build narrative describing scope of mechanical, electrical and plumbing work.
 - This fee is broken down to \$2,500 per trade (M, E, P)

Quote 2: Traditional MEP CD engineering services – from approved architectural DDs

Fixed fee: \$20,000

1. MEP CDs - Construction Documents:

- Project Management & Coordination with design team
- Design oriented due diligence verification and documentation of existing plumbing, mechanical and electrical systems for internal design use.
- Professionally prepared **signed & sealed** Mechanical, Electrical and Plumbing Permit Plans
 - Sheet Energy Code Compliance (mechanical, lighting and controls)
- **Electrical** plans shall include, lighting, control systems, power distribution, branch circuiting, and low voltage raceway systems (IT).
- **Mechanical** plans shall include, modifications to general exhaust systems, air distribution such as ductwork, dampers, and air terminals.
- **HVAC** control: Utilization of a building automation system for control of building systems or standalone as required.
- **Plumbing** plans shall include, domestic water, sanitary, and fixtures.
- Responses necessitated by building, MEP and other applicable code review.
- Product Data and/or manufacturer submittal review

2. Assumptions:

- Revit or AutoCAD is acceptable.

3. Exclusions:

- Refer to Excluded Services within terms and conditions.

4. Additional Services:

- Refer to Excluded Services within terms and conditions.
 - All other services not identified.

Terms and conditions are per the attached Exhibit of this proposal.

Respectfully,

John Quillen, PE, MBA
Principal

Once proposal is approved, please date and sign below and return one copy to us for our files.

Name

Date



Exhibit - Terms and Conditions

Service Authorization: these "Terms and Conditions," contain the entire agreement between Client and Marque Engineering LLC (herein identified as Consultant) relating to the Project. Subsequent modifications and/or assignments to this agreement shall be approved in writing and signed by both the Client and Consultant. Fees quoted are valid for **thirty days** unless noted otherwise in writing.

Standard of Care: Consultant will exercise the degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

Reliance: Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by the Client, Client's consultants, contractors, and information without the need for independent verification.

Mutual Indemnity: To the full extent permitted by law, the Client and Consultant agree to indemnify and hold the other harmless from and against any liabilities, damages and costs, including reasonable attorney's fees to the extent caused by the negligence of their Party in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. The Parties expressly agree in no event shall the indemnification obligation of the Client or Consultant include a duty to defend any claims, causes of action, demands, costs or lawsuits in connection with or arising out of this Project if damages were NOT caused by the negligence of their Party in performance of services under this Agreement.

Dispute Resolution: Client and consultant agree to resolve any claim or dispute arising out of this service authorization first through negotiation. If a negotiated agreement cannot be reached, parties shall submit all claims and disputes to non-binding mediation prior to the initiation of legal action. Neither party shall seek resolution of any claim or dispute arising out of this service authorization beyond the period of time that would bar the initiation of legal action to litigate said dispute or claim per the applicable law.

Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant, its staff (collectively, Consultant) to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultants services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed ***the total amount of the construction value of the work designed by Marque Engineering not exceeding \$1,000,000***

Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultants performance of services hereunder.

Consequential Damages: Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Ownership of Instruments of Service: The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. **Unauthorized Changes or Reuse:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of the use or modification by the Client to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant if such use or modification has not been explicitly approved in writing by the Consultant and its subconsultants. This indemnification provision shall survive the termination of this Agreement.

Warranty | Guarantees: Client agrees that services provided by the Consultant will be rendered without any warranty, and/or guarantees, expressed or implied including the performance of the Contractor of the construction contract and the Contractor's ability to furnish and perform its work in accordance with the Contract Documents. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

Betterment: If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Defects in Service: The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.



Excluded Services: In addition to the Scope of Services to be provided under this Agreement, the Consultant has offered and recommended to the Client certain other services that the Consultant deems necessary or advisable for the Project. The Client has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement:

- Contractor request for information (RFI) responses
- Fire alarm services (Fire alarm systems require a separate permit. Engineered drawings complete with conduit and wiring diagrams, battery calculations, device cut-sheets, and a riser diagram shall be provided and submitted by the General Contractor's fire alarm sub-contractor.)
- Fire Protection services (Fire protection systems require a separate permit. Engineered drawings complete with branch piping and hydraulic calculations shall be provided and submitted by the General Contractor's sprinkler sub-contractor.)
- Exterior utility or landlord utility infrastructure upgrades for gas, water, sanitary, telecommunications and electric. We assume existing utilities are adequate to support the remodel.
- All other services not identified.

In consideration of the risks to the Consultant as a result of the Client's decision to exclude these recommended services from this Agreement, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs arising out of or in any way connected with the Consultant's not providing these Excluded Services.

Job | Project Safety: Client understands and agrees that all job site safety including any and all health and safety required by regulatory agencies "shall" be the duty of the General Contractor during construction. Upon project completion, any and all safety duties and responsibilities, including OSHA requirements and maintenance equipment shall be the responsibility of the Project Owner. Client shall ensure that the design team including Consultant are held harmless and not liable for any and all job site and project safety duties and responsibilities.

Objectionable Design: mechanical, electrical and plumbing design proposals by the client, owner, contractor or any 3rd party shall be reviewed and responded to by consultant. If consultant objects to any proposal, a written statement shall be issued. If said objection is incorporated over consultant's objection, the client or owner shall assume all risk associated with the design proposal | change to the fullest extent permitted by law and consequently waives all claims against consultant.

Project Resumption: Suspended projects may change in many ways due to the passage of time, changes in the site or environmental conditions, regulatory modifications and other issues outside the Consultant's control. The Consultant is not and shall not be responsible for any such changes, except to the extent it has expressly assumed such responsibility and become aware of such issues. The Consultant may rely on information received from the Client or others regarding the Project, the site, or other issues or changes relating to the Suspension. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Payment | Collections: Invoices shall be submitted by the Consultant *upon completion of each phase or issuance of signed/sealed documents* and are due upon presentation and shall be considered past due if not paid within (90.) calendar days of the due date. Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

Interest: If payment in full is not received by the Consultant within (60.) calendar days of the due date, invoices shall bear interest at five (5) percent [or the maximum rate allowable by law, whichever is less] of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs: If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon (30.) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Termination of Services: If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

Set-offs, Back-charges, Discounts: Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Pre-design Phase: Mechanical, electrical and plumbing pre-design phase site observations are limited to visual observation only. Visual



observation was limited to areas that were not covered by finishes or other obstructions. Access may not have been possible to all rooms, spaces or areas within the building or area of scope. No testing was performed on materials, equipment or systems. Equipment was not opened or disassembled for internal inspection. Visual observation is not a guarantee or warranty to the proper operation or remaining life of the equipment. Visual observation is not intended to be an inspection for health or environmental problems such as but not limited to radon gas, PCB's, lead, termites, etc.

Construction Phase: It is agreed and understood that Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee or certify the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform in accordance with the Contract Documents.

Design Without Construction Administration: It is understood and agreed that the consultant's scope of services under this service authorization does not include project construction observation or review of the contractor's performance or any other construction phase services, and that such services will be provided for by the Client. Client acknowledges that there could be misinterpretations of Consultant's Design Documents during construction, which could lead to errors and subsequent loss or damage. Additionally, there could be failures to detect errors, omissions or ambiguities in the Design Documents. The Client assumes all responsibility for review and interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services and provided as described in AIA B143 Exhibit B Architects Services Article B.6 Construction Contract Administration Services or as otherwise agreed to in writing by the parties.

Specification of Materials: The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics.

The Consultant is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

The Client further agrees that if the Client directs the Consultant to specify any product or material after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards.

Submittal Review: review and corrections or comments made by Consultant on shop drawings, catalogs, cut sheets, charts, and other items during construction phase submittal review do not relieve Contractor from compliance with requirements of the Contract Documents, for providing a complete and functioning project, nor shall they relieve Contractor from responsibility for deviations or errors of any sort. This review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor remains responsible for determining the accuracy and completeness of other details such as dimensions and quantities, for substantiating instructions for installations, verifying materials required, obtaining field measurements and related criteria, coordinating work with other disciplines and performing work in compliance with the Contract Documents.

Substitutions must be submitted in writing for consideration and prior approval. Any substitutions provided by the Client or Contractor shall be reviewed by Consultant at the hourly rate(s) listed below. Extensive revisions necessitated to the Contract Documents, or substitution actions related to any specified product not able to be provided due to a failure to commence work, release product or coordinate construction activities shall also be provided by the Consultant per the hourly rates listed below. By using pre-approved substitutions, the Client or Contractor accepts all responsibility and associated costs for all required modifications to the contract documents to include but not limited to material or equipment costs for their or other trades, and ensuring that substituted materials and equipment to be furnished fit into space available.

Reimbursable Expenses: Reprographics, shipping, courier deliveries, expeditors, and travel expenses are not covered in the fee stipulated in this service authorization and are considered reimbursable expenses. *Reimbursable, printing and shipping shall bare a service charge of [15%] percent.*

Value Engineering: If the Client retains the services of a Value Engineer (VE) to review the plans prepared by the Consultant, these services shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's services. The Client shall promptly notify the Consultant of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to the Consultant for review, and adequate time will be provided for the Consultant to respond to these recommendations.

If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client, in spite of the Consultant's objections, requires the incorporation of changes in the Construction Documents, the Client agrees, to the



fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The Consultant shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Consultant's time for performance of its services shall be equitably adjusted.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents, including electronic files, without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

Unenforceable: In the event any of these contract provisions are found to be illegal or otherwise unenforceable, the unenforceable contract provision will be stricken. Striking such a contract provision shall have no effect on the enforceability of the remaining contract provisions and those remaining contract provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Additional Services: Additional Services that are authorized in advance will be billed at the following rates:

- *Principal:* \$200
- *Professional Engineer:* \$175
- *Project Manager:* \$150
- *E.I.T. / Engineer:* \$120
- *Designer:* \$100
- *Admin:* \$80
- *Intern / Drafter:* \$75

Design with Construction Administration: The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents

The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.



City Council Information Item

Regular Meeting - August 12, 2019

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:

Parks Facilities Renovations

Legislation Title:

Parks Facilities Renovations

BACKGROUND/SYNOPSIS: The appropriation of funds for Renovations at Parks Facilities is an expenditure that is funded under the Capital Improvement Program (CIP) listed as 9PR21.

Projects to be completed include:

- Electrical Service Installation \$14,600 Kathman Electric Co., Inc.
Install 2" conduit and electrical service from clubhouse to patio and pond
Horizontal bore from patio to pond (approx. 250 ft).
Kathman Electric Co., Inc. is a preferred vendor of the City of Fairfield having worked on previous installations. This project is going below the clubhouse patio and under South Trace #18 Green where irrigation, wiring and sensitive turf is located.
- Awning at Community Arts Center \$3,150 Queen City Awning
Install Armor-Clad Awning over CAC rear theater door entrance.
- Door Replacement/Installation \$2,700 Scofield Window & Door Co.
Install new steel door at CAC rear theater door entrance
- Exterior Painting \$4,950 CDA Properties
Exterior painting of North Trace Clubhouse
- Window Replacement \$3,350 Scofield Window & Door Co.
Replace front and rear entrance glass at North Trace Clubhouse
- Water Bottle Fill Stations \$4,000 Amazon.com
Install water bottle fill stations at Aquatic Center, North Trace Clubhouse and South Trace Clubhouse.

****See Attached Quotes****

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$32,750 for the projects to be completed this Fall.

FINANCIAL IMPACT: An appropriation of \$32,750 will be needed to complete the requested projects.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary projects to be completed this Fall.

Attachments:

1. 9PR21

Kathman Electric Co., Inc.

8969 Harrison Avenue

Cleves, Ohio 45002

Phone (513) 353-3365

FAX (513) 353-3740

OH Lic. #20972

July 31, 2019

City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

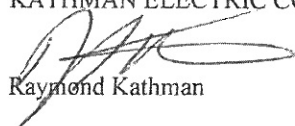
Attn: Brian Rose
Re: Fairfield Golf Course

Proposed cost to install the following for aeration pumps in the pond.

- Horizontal bore from patio to pond
- Install 2" conduit from patio to pond
- Saw cut and patch sidewalk
- Install conduit inside of building
- Install copper wire from panel to pond

COST \$14,600.00

Sincerely,
KATHMAN ELECTRIC CO., INC.



Raymond Kathman

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



**Queen City
Awning**

Quality custom awnings since 1877

Visit the design center at:
7225 East Kemper Road
Cincinnati, Ohio 45249
Monday - Friday 10am to 5pm



Professional Awning
Manufacturers Association
PROUD MEMBER



11.E.7.a

Cincinnati
(513) 530-9660

Nationwide
(800) 611-2800

Fax
(513) 530-0662

Andrew's Mobile
513-659-9466

Website
QueenCityAwning.com

Fairfield Community Art Center
411 Wessel Dr
Fairfield OH 45014

Quote ID **132342-A**
Date July 10, 2019
Pages one
Email andrew@queencityawning.com

Proposal

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

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

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

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

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

Color - choice of standard color

Frame - welded, painted to patch panel color

Price \$3,150

To proceed with the order, please sign and return one copy.

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Company Authorization

Authorized by Andrew Angelo

Acceptance of Proposal

Payment Terms: Net 30 days

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

Purchase Order Number

Signature of Acceptance

Date

Printed Name

VALID ONLY IF ACCEPTED WITHIN 30 DAYS

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

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Scofield Window & Door Co.
315 South B Street
Hamilton, Ohio 45013
Phone: (513) 863-8932 Fax: (513) 863-3529
scowindow@aol.com

DATE: July 26, 2019

ESTIMATOR: John Bowie

NAME: City of Fairfield

ADDRESS: Community Arts Center
411 Wessel Dr.
Fairfield, OH 45014

CONTACT: Brian Rose

PHONE: 513-404-2405

E-MAIL: brian.rose@fairfield-city.org

ESTIMATE FOR NEW ENTRY DOOR

Job Location: Theatre Door

Remove existing door and frame.

Furnish and install one (1) 36" primed hollow metal steel door, frame and transom. Door to be out-swinging. Door to be solid – no glass – with weather-stripping, door closer, threshold and door sweep. Transom to be a solid metal panel.

TOTAL INSTALLED: \$2,683.00 *

NOTE: We will re-use existing mortise box hardware.

ALTERNATIVE OPTION: Furnish and install one (1) 3/0 x 7/0 special undersized door slab only into existing frame. Slab to be solid – no glass – with weather-stripping, door closer and door sweep.

TOTAL INSTALLED: \$1,342.00

Exclusions: Final cleaning
 Prevailing wages
 All painting
 Permits

Signature:**Date:****BID GOOD FOR THIRTY (30) DAYS****Terms: Upon Completion**

The above order represents what I expect to receive from Scofield Window & Door. I do not expect any additional work free of charge.

If you did not solicit this consumer transaction and it is consummated at a place other than Scofield Window & Doors permanent place of business, you the customer, may cancel this transaction at any time prior to midnight of the third business day after the date of the transaction.

DISCLAIMERS:

Scofield Window & Door Co. does not guarantee any replacement window to be free of condensation or frost. If you have this problem, it indicates a relative humidity problem and not a faulty product. Wood jams on all entry doors must be painted or warranty is voided.

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

CDA PROPERTIES.

P.O. BOX 415

Seven Mile OH 45062

513-523-4088

Estimate

Date	Estimate #
2/8/2019	1004

Name / Address
City of Fairfield Brian Rose 8870 N. Gilmore Road Fairfield, OH 45014

Description	Total
North Trace Golf Course 2605 Augusta Blvd. Fairfield, OH 45014	4,950.00
Exterior Painting:	
A. Pressure Wash Exterior Block Area	
B. Paint All Exposed Painted Block Areas (ones previously painted) 2 Coats Color of Choice	
C. Protect Floors	
All Materials & Labor Included	
Thank you for the opportunity to service your property.	Total \$4,950.00

Phone #
513-523-4088

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Scofield Window & Door Co.
315 South B Street
Hamilton, Ohio 45013

ESTIMATOR: John Bowie

ADDRESS: North Trace Driving Range
2605 Augusta Blvd.
Fairfield, OH 45014

PHONE: 513-404-2405

E-MAIL: brian.rose@fairfield-city.org

ESTIMATE TO REPLACE SEAL FAILURES

Furnish and install insulated glass units as noted below. All glass to be 1" overall gray tempered insulated safety glass.

Front and Rear Door Glasses (4)	\$1,280.00 (\$640.00 each)
--	-----------------------------------

Front and Rear Large Units next to Doorway (3)	\$2,064.00 (\$688.00 each)
--	----------------------------

Exclusions: Final cleaning
Prevailing wages
All painting
Permits

Date:

Terms: Upon Completion

The above order represents what I expect to receive from Scofield Window & Door. I do not expect any additional work free of charge.

If you did not solicit this consumer transaction and it is consummated at a place other than Scofield Window & Doors permanent place of business, you the customer, may cancel this transaction at any time prior to midnight of the third business day after the date of the transaction.

DISCLAIMERS:

Scofield Window & Door Co. does not guarantee any replacement window to be free of condensation or frost. If you have this problem, it indicates a relative humidity problem and not a faulty product. Wood jambs on all entry doors must be painted or warranty is voided.

Tools & Home Improvement ▾ Enter keyword or product

Deliver to Mark
Fairfield 45014

Departments

Buy Again

Today's Deals

FII

Hello, Brad

Account for City of Fairfield

Lists

3

Tools & Home Improvement

Best Sellers

Deals & Savings

Gift Ideas

Power & Hand Tools

Lighting & Ceiling Fans

Kitchen & Bath Fixtures

Smart Home



Discover Prime Day Deals in Bed & Bath

Home & Kitchen › Kitchen & Dining › Water Coolers & Filters › Water Coolers



Roll over image to zoom in

H2O
ADA
ay

Share

60+ Shares

Qty: 1

Get this item for as low as
\$1,006.88 each with Quantity
discounts

Add a Protection Plan:

- ☐ 3-Year Protection for \$47.30
- ☐ 4-Year Protection for \$68.33

Add to Cart

1-Click ordering is not available for
this item.

Add to List

igned for
(bubbler)cator.
ew filternd 53 for
lor

plastic

water bottles saved from waste

- Energy-saving feature, allowing for the refrigeration to be powered off when not in use
- Laminar flow provides clean fill with minimal splash. Real drain system eliminates standing water

Show more

Compare with similar items

New (12) from \$977.88 + \$40.00 shipping

Report incorrect product information.



Ad feedback

Other Sellers on Amazon

\$977.88

+ \$40.00 shipping

Sold by: Plumber's Paradise

Add to Cart

\$1,023.65

& FREE Shipping on
eligible orders. Details

Sold by: Georgetown Supply

Add to Cart

\$1,118.75

+ Free Shipping

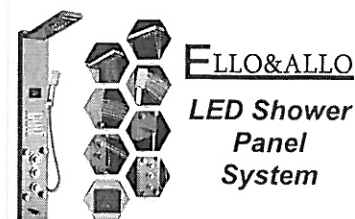
Sold by: Buildcom

Add to Cart

New (12) from \$977.88 + \$40.00
shipping

Have one to sell?

Sell on Amazon

ELLO&ALLO LED Rainfall Waterfall
Shower Head Rain Massage System wi...

119

\$249.92 ✓prime

Ad feedback



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

RAS Pump #3 Replacement

Legislation Title:

RAS Pump #3 Replacement

Background/Synopsis: The Wastewater Division's Fairbanks Centrifugal Return Activated Sludge Pump (RAS) #3 recently failed and is in need of immediate replacement. Wastewater Division Staff desires to procure an identical-model Fairbanks pump for system compatibility purposes. City staff will perform the replacement in house.

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

The City proposes to procure the replacement pump from The Henry P. Thompson Company, per the attached quote.

Financial Impact: An appropriation in the amount of \$23,000.00 is being requested for the emergency replacement of RAS Pump #3 at City's Wastewater Treatment Plant.

Funding for this project is included in the 2019-2023 Capital Improvement Program (CIP) under project number 9WW06, Pump Overhaul/Replacement Program. The funding source is the Sewer Surplus Fund.

It is recommended that City Council authorize an appropriation in the amount of \$23,000.00 from the Sewer Surplus Fund for the emergency replacement of RAS Pump #3 at the Wastewater Treatment Plant. Rules suspension is requested to expedite the purchase. Emergency provision is needed due to the critical and time-sensitive nature of this equipment, and the regulatory and operational need for system redundancy.

Attachments:

1. Pump Quote, Serial 109145, 8" 5444S , 6.25.19

They Henry P. Thompson Company

Ph: 513-248-3200

Fax: 513-248-3201

**Contact:**

Timothy Shaw

tshaw@hpthompson.com

(513) 807-7256

QUOTATION

Customer:	City of Fairfield Wastewater Division	Date:	6/25/2019
Address:	4799 Groh Lane	Quotation:	572207 # 225
City/State:	Fairfield, OH 45014	Equipment:	Fairbanks Vertical Non Clog
Contact Name:	Randy Hassler	Model No.:	8" B5444S
Phone Number:	513-858-7760	Pump Serial Numbers:	109415

Qty	Item #	Part#	Description	Unit Price	Total Price
1	0010	8" B5444S	8" Model B5444S, Vertical Coupled Solids Handling Pump,	\$ 21,575.00	\$ 21,575.00
			Tangential Volute, Standard Two Vane Impeller, T40 Frame		
			Impeller diameter calculated from 1600.00 USgpm and 29.00 Ft		
			Clockwise Rotation, Discharge Position 1, Dynamic Balance Imp..		
			Standard Double Mechanical Seal with Stainless Steel Sleeve,		
			Impeller & Case Wear Rings Material Stainless Steel, A743 GR		
			CA-40 300-350 BHN. Impeller Design T8D1A		
			Pump Only,		
			No Motor .No Base, No Suction Elbow, No Coupling or Guard		
			Pump is built as Dimensional & Hydraulic duplicate of 109415-0		
			Former Project # 081890 1/19/00		
			Standard High Rise Motor Base is Included. Comes with Basic pum		
			DELIVERY: 10-12 WEEKS A.R.O		
				TOTAL:	\$ 21,575.00
Freight:	PPD ADD	Pricing does NOT include freight which would be ADDED at time of shipment.			

Quotation Prepared by Nick Dornbusch

Start up is NOT included and can be added for \$1,300 er day.

Purchase Order to be written to: The Henry P. Thompson Company

Attn: Nick Dornbusch, E-mail: ndornbusch@hpthomson.com; phone: (513) 248-3213

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:

Replace HVAC units at Municipal Annnex Building

Legislation Title:

Replace HVAC units at Municipal Annnex Building

Background/Synopsis:

This request is for the replacement of (2) 5 ton split HVAC systems at the Municipal Annex Building due to age and condition. Three quotes were received for this project, one from Jonle Heating and Cooling for \$16,918, one from Bartels Heating and Cooling Inc. for \$15,176, and one from Hill-Air Heating and Air Conditioning for \$14,914. Hill-Air Heating and Air Conditioning was chosen due to price.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$19,914 from the Capital Improvement Fund for this project.

Financial Impact:

\$19,914 (\$14,914 for replacement of HVAC equipment at the Municipal Annex building + \$5,000 for contingencies for this project and Municipal Building and Municipal Annex repairs and upgrades) from the Capital Improvement Fund.

This project is listed in the 2019 CIP as # 9FC01 Municipal Building and Annex Repairs (\$90,000).

Attachments:

1. Hill Air
2. Bartels
3. Jonle HVAC

Hill-Air Heating & Air Conditioning
AGREEMENT



11.E.7.a

OHIO LIC. # 13850
KENTUCKY LIC. # M04719

Proposal submitted to:

Name: City of Fairfield - Brian Rose
Address: 701 Wessel Drive
City, State & Zip: Fairfield, OH 45014
Email: brose@fairfieldoh.gov
Phone: 513-404-2405 Cell:

Proposal: 627EF-190725-1112
Date: July 25, 2019
Consultant: Jeff Becker
Invoice:
PO Number:

Equipment



59SC2C120S24-20
Carrier Gas Furnace
120,000 BTU, 92% AFUE
Comfort-24/112/3.5-5

Single-stage operation, Fixed-speed PSC blower motor, ComfortFan™ technology, Fully insulated cabinet.

Carrier® Comfort™ Series condensing gas furnaces include efficiency-optimizing components and built-in reliability to offer some of the best values in home heating.

Hill-Air provides: One (1) Year 100% Full Labor Protection during the first year. One (1) Year Extended Labor Protection Plan during the second year. Manufacturer provides: Ten (10) Year Parts & Twenty (20) Year Heat Exchanger with proper registration. (Some restrictions apply. See explanation on Acknowledgment and Signature page)



24ABB360A005 3PH
Carrier Air Conditioner
5 Tons, Up to 13 SEER
208/230V 3 PHASE

Single-stage operation, WeatherArmor™ protection

The Comfort series of air conditioners is designed to give you simple, efficient and affordable cooling.

HILL-AIR provides: One (1) year labor. MANUFACTURER provides: One (1) year parts and Five (5) year compressor with proper registration.



CNPVP6024ALA
Carrier Coil
5.0 Tons
Upflow/Downflow 24"W

A properly matched indoor coil to the outdoor unit is critical for maximum efficiency.

Carrier® evaporator coils are designed and manufactured for durability and appropriate system fit to assure you consistent performance year after year.

Hill-Air provides: One (1) Year 100% Full Labor Protection during the first year. If applicable, the Extended Labor Protection Plan follows the mated outdoor unit. Manufacturer provides: Ten (10) Year Parts with proper registration. (Some restrictions apply. See explanation on Acknowledgment and Signature page)

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Installation Additions

Ductwork Plenum / RA Box: Return Air Box

Qty: 1

Ductwork Trunk / Branch: Trunk line (supply & return) per foot

Qty: 4

Ductwork Filter Rack ADD: 20x25x7FRD Filter Rack w/Door inc. 2-20x25x1 Air Filters

Qty: 1

Line Sets: R-11 Flush existing line set

Qty: 1

Attachment: Non-ContractualAppropriations.081219 (1328 : Non-Contractual Appropriations)

AGREEMENT

Rebates and Credits

	Amount	Deducted	Direct
Seasonal Reduction Off Season Incentive	\$4440	(\$4,440)	\$0
Tax Exemption Credit Client qualifies for Tax Exemption	\$433	(\$433)	\$0

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Investment Summary

Equipment	\$12,291
Enhancements & accessories	
Installation additions	\$776
Rebates & credits	(\$4,873)
Total due for system	\$8,194
Direct rebates	\$0
Total investment	\$8,194

Cash Payment Option

Total due for system	\$8,194
Discount for cash payment	\$737
Due after cash discount	\$7,457
Deposit due at signing	\$0
Amount due at installation	\$7,457

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Installation Includes

HEATING INSTALLATION INCLUDES:

New power isolation at device, new sheet metal transitions, secondary drain pan with water safety switch, setup and testing of all new equipment including proper start up and testing performed to manufacturers specifications.

COOLING INSTALLATION INCLUDES:

New pad, disconnect box and fuses, wire and seal tight from disconnect to unit, line set or flushing existing line set, purging with nitrogen while brazing, evacuation and system charging to manufacturers specifications.

All work to be performed in a neat and professional manner by journeymen class technicians. Sweeping, dusting and cleaning will be accomplished at the end of each days work and all debris removed from the premises.

100% SATISFACTION GUARANTEE: Hill-Air performs a detailed Manual J load calculation on every home/building before recommending capacity of the equipment. Because we perform this important and necessary calculation we can offer this unique guarantee. If your new system installed by Hill-Air does not perform to the design parameters as determined by the nationally known and accepted Manual J load calculation Hill-Air will install a unit with the capacity to do so at no additional charge.

Notes

Acknowledgment and Signature

I have the authority to order the work as outlined above. I agree to pay all costs and reasonable attorney fees if this proposal is placed in the hands of an attorney for collection.

Customer name City of Fairfield - Brian Rose

Signature

Date

Customer has selected the _____ option

Terms and Conditions

MANUFACTURER equipment warranties are subject to change without notice and are not the responsibility of HILL-AIR. Thermostat equipment warranties are Three (3) Five (5) or Ten (10) years depending on model. COMMERCIAL use equipment warranties: One (1) year parts, Five (5) year compressor and Ten (10) year heat exchanger. Some equipment warranties are nontransferable to subsequent owners and/or may revert to a lesser warranty. Hill-Air is not responsible for Climate Shield/AIG warranty protection.

HILL-AIR labor protection includes: Year One (1) Full-Year 100% Labor Protection. In addition, HILL-AIR provides an Extended Labor Protection Plan on Carrier and Payne branded equipment that is covered by a Carrier Corporation authorized parts warranty and is installed by Hill-Air. Extended Labor Protection Plan is provided to original owner only and is not transferrable. Extended Labor Protection Plan is not available for commercial use applications. See separate Hill-Air Extended Labor Protection Plan Terms and Conditions for additional information.

STATE & LOCAL LAW REQUIRES:

CARBON MONOXIDE ALARMS. These alarms must be installed in the adjacent area(s) of any sleeping room(s). These alarms are offered by Hill-Air or can be provided by homeowner. If homeowner is providing alarms they must be installed before any inspection. Failure to have alarms installed may result in additional inspection fees that will be paid by the homeowner.

PERMIT AND INSPECTION. A permit and inspection may be required in order to complete the described work in this proposal. The application and fees for the permit and inspection will be provided by Hill-Air. It is the responsibility of the home/business owner to schedule and allow access for these inspections. If these inspections are not performed in the allotted time frame, as per local jurisdiction, any penalties or resulting fees shall be the responsibility of the home/business owner.

It is agreed and understood that all parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain in the seller until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non payment.

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Proposal Prepared By:



Edward Reid
929 Main St.
Hamilton, Ohio, 45013
Tel : (513) 867 8629
edreid@bartelsheatingandcooling.com
www.bartelsheatingandcooling.com
Install Address: 701 Wessel Dr.

Prepared For

City of Fairfield
5350 Pleasant Ave.
Fairfield, Ohio, 45014
Tel : (513) 404 2405
brose@fairfieldoh.gov

**2 Systems Quoted****MODELS****Carrier**24ABB360A005

-Comfort Series

-Air Conditioner

-Single Stage

*-10 year parts limited to original purchaser upon timely registration**-Otherwise 5 years (Applies to residential installation only)***Carrier**CNPVP6024ALA59SC2C120S24-20

-Evaporator Coil -Comfort Series

-Gas Furnace

-Single Stage 90+%

*-10 year parts limited to original purchaser upon timely registration**-Otherwise 5 years (Applies to residential installation only)**-20 Year Heat Exchanger***VALUE****Total Investment:****\$15,176****Included Deductions:**

• Manufacturer Special

Quote Discount

(\$3,514.00)

Net Investment:**\$15,176**



4117 BRIDGETOWN RD CINCINNATI, OHIO 45211-4503 phone: 513.662.2282 fax: 513.389.7737

July 17, 2019

City of Fairfield
Attn: Mr. Brian Rose
5350 Pleasant Ave
Fairfield, OH 45014

C: 513-404-2405

Dear Brian,

We are pleased to submit to you an estimate and specifications for the installation of a Carrier Comfort Series furnace and central air conditioner to be installed in the Annex building.

BID EFFECTIVE DATES

July 17, 2019 to August 6, 2019

JOB LOCATION

701 Wessel Dr, Fairfield, OH 45014

JOB DESCRIPTION

Recover refrigerant as required by law. Remove and junk existing furnace, air conditioner, and necessary ductwork. Furnish and install one **#59SC2B120** Carrier Comfort Series, single stage, high efficiency furnace and one **#24ABB360** Carrier Comfort Series, Puron air conditioner with one **#CNPVP6024ALA** Carrier aluminum indoor coil. The furnace has a 92.0% efficiency rating and a 120,000 Btuh capacity. The air conditioner has a 60,000 Btuh nominal cooling capacity and a 13.0 SEER efficiency rating. Install furnace in the same location as the existing furnace. Reconnect to the existing supply and return ductwork with a new return drop, filter rack return air box, and plenum adapter. Reconnect to the existing PVC intake and flue. Install a new switch and box at the furnace. Reconnect to the existing gas line. Furnish and install a new condensate line to the floor drain. Install new air conditioner in the same location as the existing unit. Furnish and install a new low ambient kit. Furnish and install a new fused outside disconnect as per Carrier and code requirements. Reconnect to the existing refrigerant line with a new refrigerant drier. Install indoor coil on top of the furnace as per our conversation. Reconnect to the existing programmable thermostat. Complete with necessary permits, taxes, labor, wiring, and materials.

COST

Furnish and install the complete HVAC system as described for Eight Thousand Four Hundred Ninety-Five (\$8,495.00) Dollars.

****The pricing is for each system****

PAYABLE TERMS

- Net due upon completion of job

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

LIMITED WARRANTIES

Equipment warranties as covered by the manufacturer.
One (1) year limited labor warranty on the entire installation.
One (1) year limited parts warranty from the manufacturer.
Twenty (20) year limited heat exchange warranty from the manufacturer.
Five (5) year limited compressor warranty from the manufacturer.
Liability for incidental or consequential damages under any and all warranties are excluded to the extent exclusion is permitted by law.

PURCHASERS ACCEPTANCE OF ESTIMATE

The forgoing terms, specifications and conditions are satisfactory and the same are hereby accepted and agreed upon. You are hereby authorized to execute same. Purchaser further agrees that equity in this property is security for this contract, that property will not be sold or transferred until full payment of this contract has been made. This agreement shall become binding only upon written acceptance hereof, by the principal or authorized officer of the contractor, or upon commencing performance of the work.

SIGNED.....PURCHASER

DATE ACCEPTED.....AUTHORIZED AGENT.....Signed electronically via e-mail....

Jeffrey A. Gray

This contract is void 20 days from the above date unless signed and returned to bidder.

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Server Cabinet

Legislation Title:

Server Cabinet

Background/Synopsis: A server rack and services necessary to relocate a server from the Wastewater Treatment Plant to the Water Treatment plant is needed as part of the Water Treatment Plant Supervisory Control And Data Acquisition (SCADA) upgrade project.

It is the goal of the Public Utilities Department to combine the Water and Wastewater Division's SCADA networks. This will enable the Department to leverage the use of existing SCADA infrastructure and provide redundancy for both Divisions.

Financial Impact: An appropriation in the amount of \$4,215.00 is being requested for a server rack and services necessary to relocate a server from the Wastewater Treatment Plant to the Water Treatment Plant.

Funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP), under 9WT05 – 'Replace Major Process Equipment'. Funding source is the Water Replacement and Improvement Fund (604).

It is recommended that City Council authorize an appropriation in the amount of \$4,215.00 from the Water Replacement & Improvement Fund for a server rack and services necessary to relocate a server from the Wastewater Treatment Plant to the Water Treatment Plant.

Attachments:

1. Estimate E118 Water Treatment

ST Communications LLC
1723 Bladeston Drive
Brooksville, Ky 41004
606-782-5261

Estimate

Number E118

Date 6/17/2019

Bill To

Joseph Waldmann
City of Fairfield
Fairfield , OH, 45140

Ship To

Joseph Waldmann
City of Fairfield
Fairfield , OH, 45140

PO Number

Terms

Project

Water Treatment

Description	Hours	Rate	Amount
Provide a server cabinet Tripp lite SR2000	1	\$1,475.00	\$1,475.00
Relocate existing cabling from wall mount rack to new server cabinet.	32	\$50.00	\$1,600.00
Rerterminate fiber	12	\$95.00	\$1,140.00

Amount Paid \$0.00

Amount Due \$4,215.00

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$4,215.00

Total \$4,215.00

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item

Regular Meeting - August 12, 2019

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

Subject:

Village Green WiFi

Legislation Title:

Village Green WiFi Appropriation in the amount of \$15,625 is being requested for network infrastructure upgrades to extend the public WiFi at the Community Arts Center to include the Village Green Park.

Background/Synopsis: The addition of wireless data access in the Village Green Park would extend the footprint of data services provided to the public in and around the Community Arts Center. Public WiFi access is used extensively inside the Community Arts Center building and extending this service to the Village Green Park would be beneficial to a number of public services and events that take place in the park such as children's activities, school outings, concerts, special events, Farmer's Market, and various other activities.

Recommendation: It is recommended that City Council authorize and direct the preparation of legislation for the appropriation of **\$15,625** from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

Financial Impact: An appropriation in the amount of **\$15,625** (\$3,525 cabling and mounting, \$11,358.79 Meraki hardware, \$741.21 5% contingency) is being requested for network infrastructure upgrades to extend the public WiFi service provided at the Community Arts Center to include the Village Green Park. CDWG has been selected as the lowest cost, and best vendor for sourcing the Cisco Meraki equipment. Funding for this project is provided for in the 2019-2023 Capital Improvement Program (CIP) under project 9CM01 'Network Infrastructure Maintenance'.

Emergency Provision Explanation: An emergency provision is necessary without competitive bidding in order to avoid unnecessary renewal fees for the existing obsolete equipment and so that purchases and replacements can be made immediately.

Attachments:

1. 20190812 - 9CM01 - E116 Village Greens - ST Comm
2. 20190812 - 9CM01 - Rhino VG WiFi Equipment
3. 20190812 - 9CM01 - CDWG VG WiFi Equipment

ST Communications LLC
1723 Bladeston Drive
Brooksville, Ky 41004
606-782-5261

Estimate

Number E116

Date 5/9/2019

Bill To

Lance Kennedy
City of Fairfield
Fairfield , OH, 45140

Ship To

Lance Kennedy
City of Fairfield
Fairfield , OH, 45140

PO Number

Terms

Project

Village Greens

Description	Hours	Rate	Amount
Install outdoor Cat 6	4.00	\$425.00	\$1,700.00
Provide lift		\$1,000.00	\$1,000.00
Mount Access points and antenna's	6.00	\$100.00	\$600.00
Install PVC conduit	1.00	\$225.00	\$225.00

Amount Paid \$0.00

Amount Due \$3,525.00

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$3,525.00

Total \$3,525.00

Attachment: Non-ContractualAppropriations.081219 (1328 : Non-Contractual Appropriations)

Lance Kennedy

From: info@rhinonetworks.com
Sent: Wednesday, July 31, 2019 12:26 PM
To: Lance Kennedy
Subject: Order 29181 has been shared with you

Your Network Delivered



Rhino Networks
1025 Brevard Rd. Suite 3
Asheville, NC 28806
855-462-9434

An order has been shared with you

Order Details

5 x Meraki MR74 (No License) \$4,756.60
10 x Meraki 4/7 dBi Dual-Band Omni Antenna Set \$1,691.50
5 x Meraki MR 5 Year License \$1,575.00
4 x Meraki Dual-Band Patch Antenna \$1,116.80
1 x Meraki MS120-8FP with a 5 Year License \$880.15
1 x Meraki MX64W with a 5 Year Advanced Security License \$1,823.85

[Proceed to checkout and complete order](#)

This message sent to lkennedy@fairfieldoh.gov

Support

- Email: info@rhinonetworks.com
- Telephone: [855-462-9434](tel:855-462-9434)
- Need help claiming your Meraki license? [Click here for instructions.](#)

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Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

QUOTE CONFIRMATION



DEAR LANCE KENNEDY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KPTM544	5/7/2019	KPTM544	6636447	\$11,358.79

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Meraki MR74 Cloud Managed - wireless access point Mfg. Part#: MR74-HW UNSPSC: 43223108 Contract: MARKET	5	4511976	\$945.62	\$4,728.10
Meraki Cisco Meraki Enterprise Cloud Controller License 1 Access Point Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	5	2021373	\$304.23	\$1,521.15
Cisco Meraki Dual-Band Omni Antenna (4/7 dBi Gain) Set Antenna Mfg. Part#: MA-ANT-20 UNSPSC: 43221706 Contract: MARKET	10	3589595	\$134.65	\$1,346.50
Meraki Dual-Band Patch Antenna (8/6.5 dBi Gain) - antenna Mfg. Part#: MA-ANT-25 UNSPSC: 43221706 Contract: MARKET	4	3591018	\$236.40	\$945.60
Cisco Meraki Cloud Managed MS120-8 - switch - 8 ports - managed Mfg. Part#: MS120-8FP-HW UNSPSC: 43222612 Contract: MARKET	1	4863367	\$754.10	\$754.10
Cisco Meraki Enterprise - subscription license (5 years) + 5 Years Enterpri Mfg. Part#: LIC-MS120-8FP-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	1	4858851	\$113.71	\$113.71
Cisco Meraki MX64W Cloud Managed Security Appliance Mfg. Part#: MX64W-HW UNSPSC: 43222501 Contract: MARKET	1	3612800	\$583.53	\$583.53
Cisco Meraki Advanced Security - subscription license - 1 license Mfg. Part#: LIC-MX64-SEC-5YR	1	3613987	\$1,215.94	\$1,215.94

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

QUOTE DETAILS (CONT.)

UNSPSC: 43233204
 Electronic distribution - NO MEDIA
 Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$11,208.63
Billing Address: CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 Phone: (513) 867-5315 Payment Terms: NET 30-VERBAL		SHIPPING	\$150.16
		SALES TAX	\$0.00
		GRAND TOTAL	\$11,358.79
	DELIVER TO Shipping Address: CITY OF FAIRFIELD 701 WESSEL DR FAIRFIELD, OH 45014-3611 Shipping Method: DROP SHIP-GROUND		
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Bautista

(877) 810-5987

johnbau@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division SCADA Upgrades

Legislation Title:

Wastewater Division SCADA Upgrades

Background/Synopsis: The Wastewater Division's Supervisory Control And Data Acquisition (SCADA) software, licensing and interface programs are in need up updating. The current SCADA system is running Microsoft Windows Server 2008 and Windows 7 Operating Systems (OS). Microsoft has announced the end of support for these OS versions in January 2020. It is no longer possible to purchase computers running either of these operating versions.

SCADA systems are utilized at the Public Utilities Department's Water and Wastewater Plants to enable Plant Operators to monitor and control processes from one central location. There are three main components for a SCADA system: Remote Terminal Units (RTU), Human Machine Interface (HMI), and Communications. RTU's are used for data acquisition and control actions at a specific site. HMI (computers) displays data collected from RTU's and its software is used for programming control actions. Communications is what is utilized to link the hardware and software. The SCADA system is a critical asset of the Department and is in need of updating.

It is the goal of the Public Utilities Department to combine the Water and Wastewater Division's SCADA networks. This will enable the Department to leverage the use of existing SCADA infrastructure and provide redundancy for both Divisions. The required software upgrades is the first step in combining networks.

Technical services will be performed by PCS Technologies LLC per the attached proposal. Proposal includes a cost for integration services as well as a cost for updated software licensing. PCS procures hardware and software at a competitive rate due to its status as a preferred integrator with its vendor(s). As such, the City will rely on PCS to procure the necessary software licenses on its behalf as part of this project.

Financial Impact: An appropriation in the amount of \$24,000.00 is being requested for the Professional Services required to upgrade the Wastewater Division's SCADA software.

Funding for this project is being redirected from 9WW15, Secondary Clarifier Lift Station Upgrades, to 9WW05, Instrumentation Replacement Program. Both projects are included in the 2019-2023 Capital Improvement Program. The funding source for both projects is the Sewer Surplus Fund.

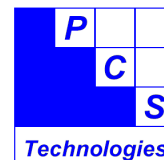
It is recommended that City Council authorize an appropriation in the amount of \$24,000.00 from the Sewer Surplus Fund for Professional Services required to upgrade the Wastewater Division's SCADA software.

Attachments:

1. FFWWTP_SCADA_SoftwareUpgrade_070219

PCS Technologies LLC

6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727 Fax: (513) 844-8727



PROPOSAL

To:	Mr. Jason Hunold	Date:	July 2 nd , 2019
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WWTP SCADA – HMI Software Upgrade
		Document Reference:	Fairfield WTP and Distribution System SCADA System Assessment V1.0
		Addenda:	N/A
By:	Shawna Constantinides, P.E.	Quote:	QM-FFWWTP-070219

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming services listed below for upgrading the WWTP SCADA HMI software. This upgrade will enable the WWTP SCADA to be integrated with new SCADA clients at the WTP running Windows 10, and it will also allow for future Computer Hardware/Operating System upgrades as required due to end of support by Microsoft for Windows 7 and Windows Server 2008. Services include installation and configuration of updated versions of Rockwell FactoryTalk View HMI Software (henceforth, FTView) on the two SCADA Servers, 5 SCADA Client workstations, and the Historian Server. This proposal does not include installation of updated versions of PLC programming software or other packages not specifically itemized within this document.

A Rockwell Software technical support contract purchase is included as a separate line item (quote from CBT attached). This TechConnect support entitles Fairfield to current versions of all software packages as listed in the table on the following page, as well as self-assist support which includes access to Rockwell Software knowledgebase, user forums, product notification, and technical support assistance by email.

Services Included:

The scope of this proposal includes software upgrades to the existing WWTP SCADA system. A technical support contract through Rockwell Software will be purchased for the City of Fairfield to allow access to software updates for all installed software. The highlighted software in the table on the following page will be updated as part of this proposal. PLC programming software (RSLogix and RSNetworx) and Panelview software (FT View RT) cannot be updated without synchronized hardware changes and will not be upgraded within this scope.

The current SCADA system is running Microsoft Windows Server 2008 and Windows 7 operating systems (OS). Microsoft has announced the end of support for these OS versions in January 2020. It is no longer possible to purchase computers running either of these OS versions. Fairfield plans to combine the WWTP and WTP SCADA systems to leverage the use of the SCADA infrastructure already installed at the WWTP to run both plant systems. However, this requires that Windows 10 clients will be purchased (outside the scope of this proposal) for the WTP SCADA that will need to communicate with the existing WWTP SCADA servers. The current HMI software version is only supported on Windows 7 or prior; therefore, the existing WWTP SCADA software must be upgraded to versions that will support both Windows 7/Server 2008 and Windows 10. FTView SE Version 11.0 and Historian Version 6.0 are compatible with all of these OS versions and will be installed on the redundant SCADA Servers and all SCADA clients workstations (5) as part of this proposal. The Historian Server software (FT Historian SE and Energy manager) will also be upgraded within this scope.

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Software Packages Included in Technical Support Contract:

Catalog Number	Description
9357-CNETL3	RSNetworkx For Controlnet
9357-DNETL3	RSNetworkx For DeviceNet
9701-VWMR075AENE	FT View RT ME 75D Lic EN sfw
9701-VWMR075AENE	FT View RT ME 75D Lic EN sfw
9357-ENETL3	RSNetworkx For Ethernet/Ip
9393-RSTCLX	RSTrainer 2K For Controllogix Fundmntals
9310-WED200ENE	RSLogix Emulate 5000
9324-RLD700NXENE	RSLogix 5000 Professional Edition EN sfw
9326-LGXARCHENE	RSLogix Architect Software
9701-VWSCWAENE	FT View Client Site Edition Software
9701-VWSCWAENE	FT View Client Site Edition Software
9701-VWSCWAENE	FT View Client Site Edition Software
9701-VWSCWAENE	FT View Client Site Edition Software
9701-VWSCWAENE	FT View Client Site Edition Software
9701-VWSS000AENE	FT View Server SE Unl Display Lic sfw
9701-VWSS000AENE	FT View Server SE Unl Display Lic sfw
9518-HSE5K	FT Historian SE - 5K tags
9307-FTEMMENE	FTEM Manager 10 Meter
9307-FTEMMDBCENE	FTEM Manager 10 Meter w/ Single SQL
9701-VWSTENE	FT View Studio Development Software

Estimate of Services:

- 1) WWTP SCADA Server upgrades..... 16 hrs.
- 2) WWTP SCADA Client upgrades..... 20 hrs.
- 3) WWTP SCADA Historian upgrade..... 16 hrs.
- 4) Testing/Optimization..... 24 hrs.

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware.
2. Purchase of any software other than specifically itemized above. PCS will use internal license for development purposes.
3. Upgrade of any software not specifically described in this proposal.

Fee/Expenses:

Integration Services (NTE Basis).....	\$ 10,640
Rockwell Software TechConnect Support Contract.....	\$ 12,745
Estimated expenses (mileage at standard IRS rates, currently \$0.58/mile).....	\$ 100

Note: Purchase costs are based on direct cost plus 10% markup.

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 60 days. Please note that Rockwell Automation typically has an annual price increase in August.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,



Shawna Constantinides, P.E.

PCS Technologies LLC

(513) 868-8727

shawnal@pcs-technologies.com

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



SOLUTIONS ON DEMAND

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11.E.7.a

LISTEN.
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**City of Fairfield Municipal
Fairfield, Ohio**

**ROCKWELL AUTOMATION
SERVICES AGREEMENT**

**BUDGETARY PROPOSAL
(NOT AN OFFER TO SELL)**

UX164222_V2

01 JULY, 2019

PRESENTED TO: Janie Reis
CITY OF FAIRFIELD MUNICIPAL
4799 GROH LN
Fairfield, Ohio 45014-2341

PROPOSED BY: Janie Reis
Cbt Co
5500 Ridge Ave
Cincinnati, OH 45213

Rockwell Automation
9355 Allen Road
West Chester, OH 45069



Global Solutions & Services
Bringing You a World of Experience

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

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Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged to other production sites within your enterprise. Our solutions are based on standardized, industry-tested, and proven technologies. The open architecture system also allows for future expansion and integration into the rest of your site and business information systems.

Rockwell Automation develops technologies and provides services that leading manufacturers around the world use to their competitive advantage. Whether architecting a single unit or an entire supply chain, manufacturers rely on their automation, power control, and conversion products and services to manage getting their products and services to market faster, to reduce costs, to better utilize power and plant-floor assets, and to minimize risks in their manufacturing environments. As technology continues to evolve, they must be able to seamlessly integrate people, processes, and technology into a Connected Enterprise to better address the many challenges they face. A Connected Enterprise helps them view real-time data on manufacturing processes, compare performance across plants, quickly scale production up or down, manage energy consumption and even troubleshoot and fix issues remotely.

- Over 22,000 employees worldwide.
- Over 4,600 employees globally in Rockwell Automation's Solutions and Services Business
- More than 400 certified/professional engineers
- Executing in excess of 15,000 projects per year
- World class post-project support organization staffed by nearly 1,700 field and technical engineers
- A network of more than 600 System Integrators
- Representation in 80 countries

In providing our services we are committed to complying with safety regulations and to demonstrating the highest standard of occupational safety and health performance. This includes implementing and maintaining health and safety management systems based on OHSAS 18001, but of course will consider any local or corporate customer requirements. To drive continuous improvement, we establish annual corporate performance goals — which translate to local performance metric and activity-based objectives. Rockwell Automation excelled in global safety performance, as measured by Recordable Case Rate (0.36), remained best in class in 2016 when compared to the average private industry rate and with the average rate for electronic manufacturing peers.

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance having been named a World's Most Ethical Company 9 times and winning the BBB International Torch Award and American Business Ethics Award in recent years. Integrity is a core company value that is part of our strategic framework and is an integral part of the company's culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our Corporate Responsibility Report available [here](#).

The Rockwell Automation Solutions and Services Business has prepared the Statement of Work set forth in section 1 below for resale by its authorized distributor Cbt Co.

1 Rockwell Automation Statement of Work for Services

1.1 Statement of Work Summary

The service(s) included in this Statement of Work are as follows:

Term Based Contracts Included:
 Tech Connect Support Agreement

1.2 TechConnect Support Agreement

This TechConnect Support Agreement ("Agreement") will allow your plant to be connected to Rockwell Automation's world-class phone and electronic technical support. Rockwell Automation's technical support team provides assistance with installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

1.2.1.1 TechConnect Support Levels

Product Family	Description	Support Level	Service Level
9800-ECAUTOB	Automation Control Hardware	Self-Assist	
9800-ECHMICOM	HMI Software	Self-Assist	
9800-ECINFAUT	Information Automation Software	Self-Assist	
9800-ECPEMS	Power And Energy Software	Self-Assist	
9800-ECAPP	Application Software	Self-Assist	

Table 1: TechConnect Support Levels

1.2.1.2 Product Coverage Details

Rockwell Automation will provide TechConnect Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below.

Hardware Type	No. Of Devices	
Automation Control Hardware	5	
Product Family & Software Serial Numbers	Description	Install Count
9800-ECAUTOB	Automation Control Hardware	
9310-WED200ENE		1
1835073432	RSLogix Emulate 5000	1
9324-RLD700NXENE		1
2022068814	RSLogix 5000 Professional Edition EN sfw	1
9326-LGXARCHENE		1
2075066279	RSLogix Architect Software	1
9357-CNETL3		1

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Hardware Type	No. Of Devices	
1163167072	RSNetworkx For Controlnet	1
9357-DNETL3		1
1235188036	RSNetworkx For DeviceNet	1
9357-ENETL3		1
1669145973	RSNetworkx For Ethernet/Ip	1
9701-VWMR075AENE		2
1634016866	FT View RT ME 75D Lic EN sfw	1
1634016867	FT View RT ME 75D Lic EN sfw	1
9800-ECHMICOM	HMI Software	
9701-VWSCWAENE		5
2524061610	FT View Client Site Edition Software	1
2524061609	FT View Client Site Edition Software	1
2524061611	FT View Client Site Edition Software	1
2524061612	FT View Client Site Edition Software	1
2524153471	FT View Client Site Edition ESD S/W	1
9701-VWSS000AENE		2
2556010375	FT View Server SE Unl Display Lic sfw	1
2556010376	FT View Server SE Unl Display Lic sfw	1
9701-VWSTENE		1
2529033851	FT View Studio SE for FT View Ent EN sfw	1
9800-ECINFAUT	Information Automation Software	
9518-HSE5K		1
3321005195	FT Historian SE - 5K tags	1
9800-ECPEMS	Power And Energy Software	
9307-FTEMMDBCENE		1
3336000320	FTEM Manager 10 Meter w/ Single SQL	1
9307-FTEMMENE		1
3335000132	FTEM Manager 10 Meter	1
9800-ECAPP	Application Software	
9393-RSTCLX		1
1821008058	RSTrainer 2K For Controllogix Fundmntals	1

Note: If changes to the TechConnect Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley® authorized distributor to request an updated proposal.

1.2.2 TechConnect Support Information

1.2.2.1 TechConnect Support Options

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

Rockwell Automation offers progressive levels of support to meet your business needs; see table below for all available support level options. Please refer to [Table 1: TechConnect Support Levels](#) above regarding support levels included in this Statement of Work.

SUPPORT LEVEL	SUMMARY
Self-Assist Support	Customers can take advantage of the Knowledgebase, their online resource for technical information, support and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly – saving both time and money. The Knowledgebase is maintained by the same engineers who provide TechConnect Support and is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically. Self-Assist includes the following support elements: Welcome Kit <i>Essential support agreement information / Support authorization number / Local support telephone number / User guide</i> Software Maintenance I <i>Software update downloads</i> Online Support Center Access <i>Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email</i>
Product Support	As often as your needs require, you can contact Rockwell Automation technical support engineers for real-time phone support. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or configure products quickly. Product Support includes the support elements of Self-Assist Support, as well as the following support elements: Real-time, Product-Level Support <i>Standard product and programming software / Telephone and live chat support available in 20+ languages / Remote desktop troubleshooting</i> Training Advisor <i>An online assessment tool to help you determine the knowledge of your workforce and to build a tailored training plan</i> Software Maintenance II <i>Software update media / Emergency software replacement</i> Genius Webinars <i>Extend and apply knowledge gained via access to on-demand library of online technical seminars</i>

SUPPORT LEVEL	SUMMARY
System Support	System Support allows Customer's calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. You will work with a single engineer who manages your cases through resolution and follow-up. System Support includes the support elements of Product Support, as well as the following support elements: Real-time, System-Level Support <i>Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution</i> Advanced Engineering Expertise <i>Get support from system-level support engineers that have multiple years of experience in the industrial automation industry</i>
Application Support	You are partnered with a team of technical support engineers uniquely designated to support your key applications. This team visits Customer's site, becomes familiar with the applications, and gathers system drawings and documentation. This team will become an extension of your support staff, providing technical account management and scheduled consulting time. Application Support includes the support elements of Product Support, as well as the following support elements: Real-time, Application-Level Support <i>Designed support team / Dedicated telephone and email / Documentation and code familiarization/ Application knowledge management / Periodic performance reviews</i> Surveillance and Alarming Options <i>Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting</i> Application-Level Administration Option <i>Emergency backup / Performance tuning / Guaranteed field service call-out</i>

Table 2: Support Level Summaries

1.2.2.2 Definitions of Common Terms Used in Services

Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday – Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Rockwell Automation observed holidays can be found via the Knowledgebase in article #819086 (https://rockwellautomation.custhelp.com/app/answers/detail/a_id/819086).

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

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Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

1.2.2.3 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

[TECHCONNECT PRODUCT FAMILY COVERAGE](http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf)

http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf

1.2.3 Changes to Agreement

1.2.3.1 Upgrade Options

Updates to existing TechConnect Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

Coverage Level: Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM – 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

Support Level: Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

1.2.3.2 Changes to Scope

In the event that Customer closes or sells a plant and moves supported equipment and software to another Customer facility, the TechConnect Support Agreement can be transferred.

1.2.3.3 Reinstatement Policy

Software Coverage

For software packages that are removed from the TechConnect Support Agreement and later reinstated, often referred to as 'frozen' and 'unfrozen', a 1.3 multiplier will be applied to the list price to support each individual serial number, excluding Automation, Drives and Motion product families.

Renewal

TechConnect Support Agreements must be renewed prior to the expiration date to avoid any interruption in service. If the Agreement is renewed after the expiration date, at Rockwell Automation's discretion, either

- the TechConnect Support Agreement will be backdated to the expiration date of the previous agreement, or
- Customer may be charged a reinstatement fee¹, and the actual renewal date will be used as the new start date of the TechConnect Support Agreement.

Note: There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access Support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

¹ If Customer's TechConnect Support Agreement has never included support for the product family in question, then the commercial "waive reinstatement" program applies for the respective packages.

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1.2.4 Product Coverage Exclusions

Rockwell Automation products excluded from TechConnect Support coverage under this Agreement (if applicable) are listed below:

No exclusions apply; all of Customer's currently registered Rockwell Automation product is included in coverage. Please refer to [Product Coverage Details](#).

1.3 Customer Responsibilities

1.3.1 Single Point of Contact

Customer to appoint a representative responsible for communicating and explaining support program entitlements and methods of obtaining support. This includes verification of supported software licensees, reviewing all available software upgrades and revisions for Customer with Rockwell Automation Technical Support, and delivery of Welcome Kit materials to potential users of support.

Utilize Welcome Kit details. Always use the phone number and authorization number provided in the Welcome Kit to ensure the quickest response time.

1.3.2 Maintenance, Electrical, and Operations Staff

Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation Field Service Professional(s) during emergency service calls, scheduled or preventive maintenance visits, and/or system start-up and commissioning activities. They will remain onsite and available as necessary for safety reasons.

1.3.3 System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

1.3.4 Access to the System

Customer will make the process and systems available to Rockwell Automation during mutually agreed upon scheduled service engagements for the purpose implementing the services and equipment described in this statement of work.

1.4 Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions
A1	All aspects of mechanical, electrical and process safety are requirements of Customer.
A2	RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
A3	SAFETY AND SUBSTANCE ABUSE: Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
A4	JOB SITE SAFETY: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. The following activities may occur: • Review customer plant safety policies and procedures • Survey work environment for personnel safety • Validate clearances for serviceability • Verify customer locked-out/tagged-out breaker feeding the equipment Obtain safety equipment from customer (if applicable)
	Clarifications
C1	All documentation will be furnished in electronic format unless otherwise stated.
C2	This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C3	In compliance with Rockwell Automation safety policies, at no time will a Rockwell Automation Field Service Professional be allowed to work more than a maximum of 16 hours (including travel time) during any 24-hour period. Additional local work laws may vary by geographic region and may be applicable.
C4	Standard Rockwell Automation working hours are Monday through Friday, 8am to 5pm. Overtime working hours are Saturdays and any hours exceeding (8) on a weekday. Overtime is billed at 1.5 times the standard current rate. Double-time working hours are any Sunday hours and holidays. Double-time is billed at 2.0 times the standard rate.
C5	MAXIMUM WORKING TIME: For safety compliance of the Rockwell Automation Field Service Professional and the Customer, the Rockwell Automation Field Service Professional will not work more than the country policy will allow (including travel time) during any 24-hour period.
C6	If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service.
C7	All mechanical and electrical installation of the supplied hardware is to be provided by others.
C8	The functionality of any existing operator devices and machine-mounted devices is the responsibility of Customer.
C9	All mechanical work is to be installed and managed by Customer and their selected Mechanical Contractor.

C10	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means (e.g., Rockwell Automation's SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
	Exceptions

1.5 Rockwell Automation Commitment for Sales Through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) **Warranty for the Work:** Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

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(b) *Products Warranty*: Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty*: Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies*: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General*: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software*. Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software*. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell

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Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying

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Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) *RoHS*: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become

LISTEN.
THINK.
SOLVE.SM

City of Fairfield Municipal
ROCKWELL AUTOMATION SERVICES AGREEMENT
BUDGETARY PROPOSAL
UX164222_V2

null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Accepted.

Customer: _____

Date: _____

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

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2 Distributor Commercial Terms

2.1 Pricing Summary

Cbt Co's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Proposal is valid for 30 days from date of issue.

TOTAL PRICE:	USD
SELF-ASSIST	\$11,584.90

2.2 Invoicing Schedule

100% Payment upon approval

Agreement Term: 1 year

Term Base Yearly

2.3 Purchase Order Instructions

Reference: Rockwell Automation Proposal Number: UX164222_V2

Please direct all order correspondence to the attention of:

Attn: - Janie Reis jreis@cbtcompany.com

2.4 Cbt Co Terms and Conditions of Sale

CBT COMPANY ("CBT" or "Seller")
 General Sales Terms and Conditions

Contract. If these General Sale Terms and Conditions ("General Terms") are provided with a quotation, such quotation shall constitute an offer and Buyer's acceptance (which may be made through written acceptance, issuance of a purchase order and/or acceptance by Buyer of Seller's goods or services or Buyer's implementation of any of Seller's design or technical consultation, advice, or recommendations) shall be limited to express terms of the quotation and these General Terms. If these General Terms are provided with an acknowledgement of Buyer's purchase order or otherwise deemed to be an acceptance of an offer by Buyer, then Seller's acceptance is expressly conditional on Buyer's assent to all of these General Terms, including any terms or conditions that are additional to or different from Buyer's terms and conditions, which assent may be made through written acknowledgement or acceptance by Buyer of Seller's goods or services or Buyer's implementation of any of Seller's design or technical consultation, advice, or recommendations. In either case, any terms and conditions contained in Buyer's purchase order or other documents which are different from or in addition to these General Terms are expressly rejected by Seller no terms and conditions put forth by Buyer that are different from or in addition to these General Terms shall become part of a contract or otherwise binding on Seller without Seller's express written acceptance thereof.

Prices. Unless otherwise noted in writing by CBT, all prices are F.O.B. CBT's office and warehouse, and/or the shipping point of CBT's major suppliers, if applicable, and do not include any applicable federal, state or local sales, use, excise, value added or similar tax or other charges unless specifically indicated otherwise, which additional charges Buyer agrees to pay or for which it agrees to furnish evidence of exemption acceptable to the taxing authorities. All prices may be withdrawn at any time prior to fourteen days after Buyer's receipt of CBT's acknowledgment of acceptance. In any event, unless accepted by CBT, the quoted prices become invalid thirty days after date of quotation or such earlier date as quoted by CBT.

The information contained in this document consists of technical, commercial and/or financial information which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document. The recipient agrees to return the document to Rockwell Automation upon request.

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Payments. All goods are sold upon the following payment terms unless otherwise agreed to in writing by CBT:

Payment is due in full within 30 days of date of invoice.

Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind; and (b) in United States Dollars or other currency specified in Seller's quotation. Goods will be invoiced at any time after their readiness for delivery has been notified to Buyer. Services will be invoiced monthly in arrears or, if earlier, upon completion. Without prejudice to Seller's other rights, Seller reserves the right to charge interest on any overdue sums at 4% above the United States prime rate (as announced in *The Wall Street Journal* from time to time) (or such higher rate as permitted by applicable law) during the period of delay.

Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

If the financial condition or credit of Buyer at any time shall, in the judgment of CBT, be impaired, CBT may at its option require full payment prior to shipment or refuse to ship and terminate any other outstanding contract without liability to Buyer.

Installation. Unless otherwise noted in writing by CBT, installation of the goods by CBT is not included. Installation may be provided by CBT at its prevailing rates.

Descriptions. Descriptions are intended only as a guide and their accuracy is not guaranteed.

Delivery. All delivery dates stated by CBT are approximate dates only and estimated in good faith to the best of CBT's ability. Time shall not be deemed to be of the essence in making delivery under an order unless specifically agreed to in writing by CBT.

Delivery dates are also quoted subject to unavoidable delays and CBT shall be free from any liability and penalty for delayed shipment due to causes beyond its control including but not limited to strikes, fires, accident, explosion, riots, war or acts of God, or because of any priority system established by any government, any of its agents or any other authority having jurisdiction.

Cancellation. Once accepted by CBT, an order is not subject to cancellation in whole or in part by Buyer without CBT's express written consent. Any such cancellation shall be subject to a cancellation charge as determined by CBT.

Testing and Acceptance. Acceptance tests of the goods by Buyer and training of Buyer's personnel by CBT will be accomplished prior to shipment of the goods by CBT or shall be considered waived. Buyer's execution of any acceptance or installation completion form provided by CBT shall be conclusive evidence of such. Written notice of any nonacceptance of the goods by Buyer must be delivered to CBT within ten days after installation has been substantially completed or shall be considered waived.

Use and Safety. There are no representations or warranties by CBT that the goods sold hereunder comply with the requirements of federal, state and local laws and industrial codes. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by Buyer so as to protect the operator and others from harm, and to comply with all federal, state and local government laws, rules and regulations relating to safety standards and all industry safety standards.

LIMITATION OF WARRANTY. WITH RESPECT TO EACH COMPONENT OF A GOOD ASSEMBLED BY CBT, OR EACH GOOD SOLD, BUT NOT MADE BY CBT, THE MANUFACTURER'S WARRANTY, IF ANY, CONSTITUTES THE SOLE WARRANTY WITH RESPECT TO THE SALE OF SUCH ITEM AND BUYER SHALL LOOK SOLELY TO THE MANUFACTURER. WITH RESPECT TO EACH SUCH COMPONENT OR GOOD, CBT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CBT will reasonably cooperate with Buyer, at Buyer's sole cost and expense, in efforts by Buyer to recover from the manufacturer.

Design or Technical Consultation. All design or technical consultation, advice, recommendations and services of CBT are based upon Buyer's specifications and NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION IS GIVEN BY CBT

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INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CBT assumes no obligation or liability for the design or technical consultation, advice, recommendations and services given, or results obtained, it being acknowledged and agreed by Buyer that all such design or technical consultation, advice recommendations and services are being accepted by Buyer at Buyer's risk, Buyer acknowledges that it alone has determined that the goods purchased hereunder will suitably meet the requirements of their intended use. Buyer will indemnify and hold Seller harmless from and against all damages, costs, and expenses based upon any claim related to design or technical consultation or advice given by CBT.

Limited Warranty of Good Made by CBT. Subject to the following conditions, CBT warrants to the original Buyer only (and not to anyone else) of each new good made by it that any part thereof which proves to be defective in material or workmanship within one year from the date of original installation, will, at CBT's option, be repaired or replaced without charge, or CBT's sales price therefor refunded upon return to CBT of the defective good provided any defect in the good is brought to the attention of CBT within the warranty period, who alone will be authorized to furnish or arrange for repairs or replacements, or refund of CBT's sales price within the terms of this warranty. This warranty with respect to any repairs or replacements extends only to the individual component repaired or replaced. Labor, travel and other expenses incidental to the repair or replacement shall not be included.

BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, LOST PRODUCTION, OVERHEAD, LABOR, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL LOSS) SHALL BE AVAILABLE TO BUYER OR USER.

The above limited warranty does not apply, and no warranty, either express or implied, shall be applicable, (a) to damage resulting from accident, alteration, misuse or abuse; (b) if the good is not installed, operated and maintained according to procedures recommended by CBT and the manufacturer of the individual parts; (c) if the serial number affixed to the good shall be removed; obliterated or defaced. In no case shall the warranty extend to defects in materials, components, or services furnished by third parties or to the erection or installation of the good performed by third parties, except those performed by or on behalf of authorized distributors. If any repairs or alterations are made or any other parts are replaced during the warranty period by other than an authorized distributor in accordance with authorized service manuals or with other than parts, accessories or attachments authorized by CBT for use in its goods, Buyer shall pay for such repairs or parts without recourse against CBT, and CBT shall be relieved of responsibility for fulfillment of this warranty with respect to parts or components of all repairs, alterations or replacements so made.

This warranty constitutes CBT's entire warranty as to the goods made by it and it is expressly agreed that the remedies of Buyer and those claiming under Buyer as set forth in this warranty are exclusive.

This warranty does not extend to any goods sold "as-is" or "as-inspected", nor to any damage caused by affixing any parts or equipment not purchased from CBT to goods purchased from CBT. No warranties, either express or implied, are made with respect to such goods.

IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, BUYER AGREES THAT BUYER'S EXCLUSIVE REMEDY AND CBT'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO, AT CBT'S OPTION, REPAIR OR REPLACEMENT OF A DEFECTIVE GOOD MADE BY IT OR REIMBURSEMENT OF THE PURCHASE PRICE THEREFOR, AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGES) SHALL BE AVAILABLE TO BUYER. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY CBT, SHALL CBT HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT GOODS IN QUESTION.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE PRODUCT SOLD. CBT NEITHER ASSUMES NOR AUTHORIZES

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ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SAID PRODUCT.

Title and Lien Rights. The goods shall remain personal property regardless of how they are affixed to Buyer's real property and CBT reserves a purchase money security interest in the goods until the purchase price has been fully paid. Buyer agrees to execute, and hereby appoints CBT as its attorney-in-fact to execute on Buyer's behalf, any documents requested by CBT which are necessary for attachment and perfection of its security interest. If Buyer defaults, CBT shall have all the rights of a secured creditor under the Uniform Commercial Code as enacted in the State of Ohio. All computer software, blueprints, plans and specifications in connection with the goods shall remain the sole property of CBT.

Damages for Breach. Buyer expressly agrees that where permitted by law, Buyer shall be liable for all reasonable expenses and attorneys' fees incurred by CBT in enforcing its rights and remedies against Buyer resulting from Buyer's breach of this Agreement.

Compliance with Law. Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology. In no event shall Buyer use, transfer, release, export or re-export any such hardware, software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

Force Majeure. Seller's obligations shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of Seller, including but not limited to: natural disaster, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export license), labor trouble, strike, lockout or injunction or interruption of supply from Seller's suppliers. Seller shall have no obligation to supply any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time. If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the contract, or would in the reasonable judgment of Seller otherwise expose Seller and/or Seller's affiliate(s) to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligation under the contract.

If Seller is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, then Buyer may terminate the then unperformed portion of the contract by notice in writing given to the Seller, without liability, provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all goods delivered and services performed as at the date of termination. Seller may deliver by installments and if so each delivery shall constitute a separate contract and failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole contract or treat it as repudiated.

Applicable Law. Any order shall be governed in all respects by the laws of the State of Ohio without regard to principles of conflicts of law.

Waivers. Waiver by CBT of a breach by Buyer of any provision hereof shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect. CBT hereby expressly reserves the right to literal compliance with the terms hereof, even if unenforced in prior transactions with Buyer.

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LISTEN.
THINK.
SOLVE.SM

City of Fairfield Municipal
ROCKWELL AUTOMATION SERVICES AGREEMENT
BUDGETARY PROPOSAL
UX164222_V2

Entire Agreement. These General Terms and any quotation or acknowledgement to which they are attached shall supersede all prior oral or written statements of any kind whatsoever made by the parties or their representatives and constitute the entire agreement of the parties with respect to the subject matter hereof. No statement purporting to modify any of these terms or conditions shall be binding unless expressly agreed to in writing signed by the party to be bound thereby.

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Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

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City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Lab Autoclave

Legislation Title:

Water Division Lab Autoclave

Background/Synopsis: The autoclave for the Water Division's Laboratory has exceeded its life expectancy and is in need of replacement. The existing unit is over twenty years old.

An autoclave is a high pressure and high temperature chamber used to sterilize solids, liquids, and instruments. Fairfield's lab uses an autoclave for sterilization purposes following various analyses on drinking water samples to comply with regulatory requirements.

Financial Impact: An appropriation in the amount of \$7,000.00 is being requested for the purchase of a new autoclave for the Water Division Laboratory.

Funding for this project is included in the 2019-2023 Capital Improvement Program (CIP) under project number 9WT07, Replace Non-Process Equipment. The funding source is the Water Surplus Fund. A proposal has been attached for review.

It is recommended that City Council authorize an appropriation in the amount of \$7,000.00 from the Water Surplus Fund for the purchase of a new autoclave for the Water Division Laboratory. Rules suspension is requested to expedite the purchase.

Attachments:

1. USABB Autoclave Quote

QUOTATION
HDSFM
D/B/A USABUEBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 151614

Page 1

06/18/19

Ship-to: 1
FAIRFIELD WATER DIVISION
WATER DIVISION
5021 GROH LN
FAIRFIELD OH 45014-2303
USA

Bill-to: 286389
FAIRFIELD CITY OF

5350 PLEASANT AVE
FAIRFIELD OH 45014-3566
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
EMAIL	07/18/19	KJB	NET 30	01	FXD/PPD	DAYTON FREIGHT

QUOTED BY: KJB | QUOTED TO: CRAIG CLEMENTS

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
43322	Tuttnauer Electronic Autoclave 9in Dia Chamber, 120 VAC, 2340E CRAIG CLEMENTS 513-858-7763 M-TH 9-2 LEAD TIME 3 WEEKS THIS PRICE IS VALID FOR TRADE IN ONLY. IF NO TRADE IN, ITEM IS 6746.40; KJB	1	EA	6596.50	EA	6596.50

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
6596.50	.00	.00	269.37	6865.87

USE THIS QUOTE # ON PO's!

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Treatment Plant SCADA Upgrades

Legislation Title:

Water Treatment Plant SCADA Upgrades

Background/Synopsis: Professional services are needed to upgrade the Water Treatment Plant's (WTP) Supervisory Control And Data Acquisition (SCADA) system. The existing SCADA system is out dated, no longer supported and replacement equipment is obsolete.

It is the goal of the Public Utilities Department to combine the Water and Wastewater Division's SCADA networks. This will enable the Department to leverage the use of existing SCADA infrastructure and provide redundancy for both Divisions.

SCADA systems are utilized at the Public Utilities Department's Water and Wastewater Treatment Plants (WWTP) to enable Plant Operators to monitor and control processes from one central location. There are three main components for a SCADA system: Remote Terminal Units (RTU), Human Machine Interface (HMI), and Communications. RTU's are used for data acquisition and control actions at a specific site. HMI (computers) displays data collected from RTU's and integrated software is used for programming control actions. Communications is what is utilized to link the hardware and software. The SCADA system is a critical asset of the Department and is in need of updating.

The scope of this project includes modifications to the existing WWTP SCADA system (to be funded via the Sewer CIP budget). In summary:

- The WWTP SCADA Server configuration will be modified to allow communication with the WTP SCADA network.
- Existing software will be used to operate both SCADA systems on one network which will result in significant cost savings to upgrade the WTP network.
- A client server will be housed at both treatment plants which will provide redundancy if a server was to fail or communication was lost between the two servers.
- The existing historian server at the WWTP will be utilized to store collected data from both treatment plants.

Technical services for the Water Division SCADA upgrade will be performed by PCS Technologies LLC per the attached proposal. Proposal includes installation and configuration of two computers and software at the WTP, modifying the existing WWTP SCADA computers/software to include converted screens, tags and links for the existing Ethernet-linked

systems (Kay Drive BPS and the Well Field pumps), coordination with the IT staff in moving the backup SCADA Server from the WWTP to the WTP and connecting via fiber link between plants, and configuration changes to allow the WWTP SCADA system to communicate with WTP Ethernet-based Programmable Logic Controllers. PCS procures hardware and software at a competitive rate due to its status as a preferred integrator with its vendor(s). As such, the City will rely on PCS to procure the necessary software on its behalf as part of this project.

Financial Impact: An appropriation in the amount of \$15,253.00 is being requested for professional services to upgrade the Water Treatment Plant SCADA system.

Funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP), under 9WT05 – ‘Replace Major Process Equipment’. Funding source is the Water Replacement and Improvement Fund (604).

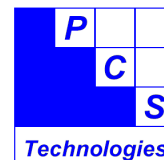
It is recommended that City Council authorize an appropriation in the amount of \$15,253.00 from the Water Replacement & Improvement Fund for professional services to upgrade the Water Treatment Plant SCADA system.

Attachments:

1. FFWTP_Upgrade_SCADAClients_070219

PCS Technologies LLC

6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727 Fax: (513) 844-8727



PROPOSAL

To:	Mr. Jason Hunold	Date:	July 2 nd , 2019
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WTP – SCADA Upgrade Client Additions & Integration with WWTP SCADA
		Document Reference:	Fairfield WTP and Distribution System SCADA System Assessment V1.0
		Addenda:	N/A
By:	Shawna Constantinides, P.E.	Quote:	QM-FFWTP-070219

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below for adding two SCADA FactoryTalk View SE Clients at the Water Treatment Plant and integrating with existing WWTP SCADA. **Please note that this project is dependent on and must follow upgrading the software at the Wastewater Treatment Plant for compatibility with Windows 10 (separate proposal provided).** Services include installation and configuration of two FTVIEW SE Clients at the WTP, modifying the existing WWTP SCADA FTVIEW SE application to include converted screens, tags and links for the existing Ethernet-linked systems (Kay Drive BPS and the Well Field pumps), coordination with the IT staff in moving the backup SCADA Server from the WWTP to the WTP and connecting via fiber link between plants, and configuration changes to allow the WWTP SCADA system to communicate with WTP Ethernet-based PLCs. The client software purchase is included as a separate line item.

Services Included:

The scope of this proposal includes modifications to the existing WWTP SCADA system. The WWTP SCADA Server configuration will be modified to allow communication with the WTP SCADA network. Firewall changes are not included in this scope and are required to be implemented by Fairfield IT staff. PCS will coordinate with IT as required to assist with the required network changes.

Separate WTP login credentials will be created on the WWTP SCADA system to allow viewing and control of the WTP equipment/processes only. The SCADA system will be re-configured to allow view-only access from each plant for the other plant, based on login. If Fairfield management chooses to allow control of one plant from the opposite plant, this will be made available by login as well. Navigation menus for the WTP will be added to isolate the WWTP and WTP screens to appear as independent systems. New displays and alarms will be added for the WTP ethernet-connected systems only. Currently this includes Kay Drive BPS and the Well Field pumps. As new ethernet-based systems are integrated, they will be added to the WWTP/WTP SCADA system.

The existing RSView32 (legacy) SCADA system at the WTP will remain in place. Existing systems/processes that are communicating to the existing WTP SCADA servers via proprietary Data Highway Plus (DH+) network will continue to report to the existing servers. Separate proposals have been provided to migrate some of the existing DH+ systems to Ethernet-based communication (Booster Pump Stations) or to integrate isolated systems into SCADA (Lime Slakers). Those proposals include integration with the WTP SCADA system. If the new combined WWTP/WTP SCADA is in place, those systems will be integrated directly into the new

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

combined SCADA. Future phases of the SCADA upgrade are anticipated to migrate the remaining DH+ systems to Ethernet communication and integrate these into the new combined WWTP/WTP SCADA system.

Two Windows 10 Workstation PCs (provided by and initial Windows setup by Fairfield IT) are required to serve as the new SCADA clients. FactoryTalk View SE Client software will be installed and configured on both PCs within this scope for integration with the existing WWTP SCADA (with access to WTP/WWTP as described above). The backup server will be moved (by IT) to the WTP to provide server functionality at each plant. Under normal operating conditions, the primary server at the WWTP will act as the SCADA server for both the WWTP and WTP systems. The standard redundancy functionality is that in case of a failure of the Primary Server, the Backup server will take over control (for both plants). By housing the servers at each plant, an additional redundancy scenario is possible. In the case of a failure of the fiber network connection between the two plants, the primary server at the WWTP would then act as the WWTP SCADA server, and the backup server would act as the WTP SCADA server. This configuration can then provide contingencies for either a server or a network failure.

Estimate of Services:

- 1) Configuration Assistance for communication via fiber between plants..... 4 hrs.
- 2) Configuration changes to SCADA Servers to communicate with WTP network..... 4 hrs.
- 3) WWTP SCADA modification (addition of WTP navigation menus, security re-configuration)..... 16 hrs.
- 4) WTP SCADA conversion to FTView SE from RSView32 for Ethernet systems..... 16 hrs.
- 5) WTP SCADA screen and tag integration into WWTP SCADA application..... 16 hrs.
- 6) WTP SCADA Client FTView SE Client software installation/configuration..... 8 hrs.
- 7) Operator Training 4 hrs.

Purchased items, if provided by PCS:

- 1) Two FTView SE Client licenses..... \$5,653

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware.
2. Purchase of any software other than specifically itemized above. PCS will use internal license for development purposes.
3. Special communication modules, media converters, adapters or other software.
4. Fiber Patch panels or patch cables.
5. Physical installation of any computers or peripheral equipment.

Fee/Expenses:

Integration Services (NTE Basis).....	\$ 9,520
(2) FactoryTalk View SE Client Licenses (P/N 9701-VWSCAENE).....	\$ 5,653
Estimated expenses (mileage at standard IRS rates, currently \$0.58/mile).....	\$ 80

Note: Purchase costs are based on direct cost plus 10% markup.

Terms:

Net 30 days; no state, federal or user taxes included. Prices are firm for 60 days. Please note that Rockwell Automation typically has an annual price increase in August.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,



Shawna Constantinides, P.E.

PCS Technologies LLC

(513) 868-8727

shawnal@pcs-technologies.com

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)

QUOTATION

CBT Company
 130 Advanced Drive
 Springboro, OH 45066-1800
 PHONE: 937-746-7356 FAX: 937-746-7852



Order Number	
2843218	
Order Date	Page
6/13/2019 13:58:00	1 of 1

Quote Expires On 7/13/2019

Bill To:

PCS TECHNOLOGIES LLC
 6515 WINFORD AVE
 STE B
 HAMILTON, OH 450110505
 US

Ship To:

PCS TECHNOLOGIES LLC
 6515 WINFORD AVE
 STE B
 HAMILTON, OH 45011-0505
 US

Attn: Ms. Shawna Lowndes

Requested By: Shawna Constantinides

Customer ID: 287810

Job Name:

<i>Customer PO Number</i>	<i>Ship Route</i>	<i>Taken by</i>
<DCF-ADD>	NOR	DCF

<i>Quantities</i>					<i>Item ID Item Description</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>		<i>UOM Unit Size</i>	<i>Disp.</i>			<i>Unit Size</i>		
2.000		EA			9701VWSCWAENE AB	EA	2,569.5000	5,139.00
Required: 6/24/2019					1.0 FT View Client Site Edition Software		1.0	
Ordered As: 9701-VWSCWAENE								

Total Lines: 1

SUB-TOTAL: 5,139.00

TAX: 0.00

AMOUNT DUE: 5,139.00

Please reference CBT order number : 2843218

U.S. Dollars

CBT appreciates your business.

Attachment: Non-Contractual Appropriations.081219 (1328 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - August 12, 2019

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:

Golf Course Maintenance and Improvements

Legislation Title:

Golf Course Maintenance and Improvements

BACKGROUND/SYNOPSIS: The appropriation of funds for Golf Course Maintenance and Improvements is an annual expenditure that is funded under the Capital Improvement Program (CIP) listed as 9RC02.

Projects to be completed include:

- Greens and Tees Aerification with Core Harvesting \$11,250 Wehrkamp Enterprise, Inc.
 - South Trace Greens – ½ OD, 3/8 ID with 2” x 2” Spacing, 3” Deep
 - South Trace Tees – ½ OD, 3/8 ID with 2” x 2” Spacing, 3” Deep
 - North Trace Greens – ½ OD, 3/8 ID with 2” x 2” Spacing, 3” Deep
 - North Trace Tees – ½ OD, 3/8 ID with 2” x 2” Spacing, 3” Deep

Wehrkamp Enterprise, Inc. is a preferred vendor of Fairfield Greens Golf Courses. We have utilized their Aerification with Core Harvesting services in prior years. This project continues to amend the soil and turf complexes to promote healthy and playable conditions.

****See Attached Quotes****

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$11,250 for the projects to be completed this Fall.

FINANCIAL IMPACT: An appropriation of \$11,250 will be needed to complete the requested projects.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary projects to be completed this Fall.

Attachments:

1. 1536

Wehrkamp Enterprise, Inc.

P.O. Box 364
 Saint Henry, Ohio 45883
 Ph. # (419)678-8666
 Fax # (419)678-9106
 Email greens@bright.net

Price Quote: Fall 2019

Attn: Derek Baxter, Fairfield Greens GC

North Trace**Greens Conventional Core with Core Harvesting**

½" OD, 3/8" ID Tine with 2"x 2" Spacing, 3" Deep

\$0.0175 per Sq.Ft. at 76,230 Sq.Ft. \$1,334.03

Core Collection

\$0.01 per Sq.Ft. at 76,230 Sq.Ft. \$762.30

North Trace Greens Total **\$2,096.33**

Tee Box Conventional Core

½" OD, 3/8" ID Tine with 2"x 2" Spacing, 3" Deep

\$0.02 per Sq.Ft. at 54,450 Sq.Ft. \$1089.00

Core Collection

\$0.01 per Sq.Ft. at 54,450 Sq.Ft. \$544.50

North Trace Tees Total **\$1,633.50**

North Trace Greens and Tees **\$3,729.83**

South Trace**Greens Conventional Core with Core Harvesting**

½" OD, 3/8" ID Tine with 2"x 2" Spacing, 3" Deep

\$0.0175 per Sq.Ft. at 130,680 Sq.Ft. \$2,286.90

Core Collection

\$0.01 per Sq.Ft. at 130,680 Sq.Ft. \$1,306.80

South Trace Greens Total **\$3,593.70**

Tee Box Conventional Core

½" OD, 3/8" ID Tine with 2"x 2" Spacing, 3" Deep

\$0.02 per Sq.Ft. at 130,680 Sq.Ft. \$2,613.60

Core Collection

\$0.01 per Sq.Ft. at 130,680 Sq.Ft. \$1,306.80

South Trace Tees Total **\$3,920.40**

South Trace Greens and Tees **\$7,514.10**

Total **\$11,243.93**

The exact date has yet to be determined. Feel free to contact us if you have any questions.

Attachment: Non-Contractual Appropriations.081219-2 (1328 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 127-18 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, 2019, AND ENDING DECEMBER 31, 2019."

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

Section 1. Ordinance No. 127-18, the 2019 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$217,309
To:	40216023-233300 Engineering Services (Municipal / Annex Architectural & Engineering Services 9FC01 (\$49,000); Municipal Annex HVAC Replacement 9FC01 (\$19,914))	\$68,914
To:	40216025-252000 Improvements Other Than Building (2019 Parking Lot Maintenance 9PW12 (\$49,600); Parks Facilities Renovations 9PR21 (\$32,750); Village Green WiFi 9CM01 (\$15,625); Golf Course Maintenance and Improvements 9RC02 (\$11,250))	\$109,225
To:	40216025-253200 Capital Equipment (Information Technology Hardware - All-in-One 9CM03)	\$18,500
To:	40216025-253400 Computer Supplies (Information Technology Hardware 9CM03)	\$20,670
From:	Unappropriated Water Replacement & Improvement Fund	\$107,666
To:	60416025-252000 Improvements Other Than Building (Kay Drive DPS Electrical Upgrades 9WT08 (\$19,978); Water Tank Maintenance 9WT12 (\$5,400); Lime Slaker SCADA Integration 9WT05 (\$7,820); Water Treatment SCADA Upgrade 9WT05 (\$15,253); Carbon Dioxide Storage and Gas Feed System 9WT05 (\$55,000))	\$103,451

Attachment: Non Contractual 8-12-Ord (1328 : Non-Contractual Appropriations)

To:	60416025-253200 Capital Equipment (Server Cabinet 9WT05)	\$4,215
From:	Unappropriated Water Surplus Fund	\$45,500
To:	60516023-233300 Engineering Services (Clarifier #4 Inspection Services 9WT04)	\$20,000
To:	60516025-253200 Capital Equipment (Information Technology Hardware - All-in-One 9CM03 (\$18,500); Water Autoclave Replacement 9WT07 (\$7,000))	\$25,500
From:	Unappropriated Sewer Surplus Fund	\$47,000
To:	62416025-252000 Improvements Other Than Building (Return Activated Sludge (RAS) Pump #3 9WW06 (\$23,000); Wastewater SCADA Upgrades 9WW05 (\$24,000))	\$47,000

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