

Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 12, 2021 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

1. COUNCIL-MANAGER BRIEFING

A. 6:00 PM - Pleasant Avenue Corridor Study

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

8. PUBLIC HEARING(S)

a. 2022 Tax Budget Public Hearing

9. APPROVAL OF MINUTES

a. Regular Meeting held June 14, 2021

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

B. DEVELOPMENT SERVICES COMMITTEE

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

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC WORKS COMMITTEE

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

F. PUBLIC UTILITIES COMMITTEE

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

G. FINANCE & BUDGET COMMITTEE

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

11. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to enter into a Professional Services Contract with McBride Dale Clarion to update Chapter 11 of the Codified Ordinances of Fairfield, the Planning and Zoning Code and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PUBLIC SAFETY COMMITTEE

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

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of GB License LLC, 4727 Dixie Highway, Fairfield, OH 45014 (Permit Class C1 and C2).

C. PUBLIC WORKS COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to enter into a contract with Barrett Paving for Winton / South Gilmore Road at Interstate 275 – Ramp Y (PID 107866)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. FINANCE & BUDGET COMMITTEE

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

1. Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2022 and submitting the same to the Butler County Auditor and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Resolution authorizing the Acting City Manager to enter into an award agreement related to the American Rescue Plan Act of 2021 and affirming that all Coronavirus State and Local Recovery Funds received shall be expended only to cover costs of the City of Fairfield which are consistent with the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Resolution establishing the American Rescue Plan Act Fund and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Contractual Appropriations: \$20,000 for concrete repairs (existing contract); \$107,000 for Planning and Zoning Code update; \$800,000 for Winton/S. Gilmore at I-275 Ramp Y

 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
5. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Non-Contractual Appropriations: \$35,000 for replacement garbage cans and drinking fountains; \$12,500 for Raw Water Well 3 Pump Repairs; \$20,000 for Root Control Maintenance Program; \$31,650 for ForkTruck purchase #218 (Streets); \$39,698 for ForkTruck purchase #240 (Water); \$15,500 for asphalt repairs; \$53,331 for Justice Center Repairs and Upgrades (various vendors); \$21,740 for outfitting

for Animal Control Vehicle #758 (Police); \$20,000 for miscellaneous traffic signal upgrades/spare parts.

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

12. MEETING SCHEDULE

- A. Monday, August 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, September 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, September 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT



Fairfield City Council
June 30, 2021

Public Hearing Notice **2022 Tax Budget**

Two copies of the 2022 Tax Budget as to be tentatively adopted for the City of Fairfield of Butler County, Ohio, are on file in the office of the Clerk of Council of the City of Fairfield. These copies are for public inspection, and a Public Hearing on said Tax Budget will be held at the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio, on Monday, July 12, 2021 at 7:00 p.m.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, July 2, 2021

Attachment: 2022 Tax Budget Hearing Notice (2901 : 2022 Tax Budget Public Hearing)

**City of Fairfield
Minutes
Regular Meeting of City Council
June 14, 2021**

Council-Manager Briefing

PACE Financing & Zoning

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

Staff members present: Don Bennett, Scott Timmer, Alisha Wilson, Steve Wolterman, Jake Burton, Steve Maynard, Brian Rose, Carol Mayhall, Tiphonie Mays, Adam Sackenheim, Nathaniel Kaelin, Lee Rosato, Brian Jump and Greg Kathman.

Development Services Director Kathman and Economic Development Manager Kaelin presented the PACE Financing plan and Zoning update. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Scharringhausen led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

None.

Special Presentations and Citizen Comments

None.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of May 24, 2021 were approved as written and submitted.

OLD BUSINESS AND REPORTS**Community & Public Relations Committee**

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

Development Services Committee

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

Parks, Recreation and Environment Committee

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

Public Safety Committee

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

Public Works Committee

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

Public Utilities Committee

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

Finance & Budget Committee

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

NEW BUSINESS

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

Community & Public Relations Committee

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

Simple Motion: Motion to approve the 2021 Summer Meeting Schedule for City Council Meetings.

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

Recommendation:

It is recommended that Council, via simple motion, approve the summer meeting schedule for 2021. City Council will meet on only the second Monday of each month of June, July and August.

SIMPLE MOTION NO. 12-21. APPROVED 7-0.

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

Development Services Committee

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

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:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to authorize the Acting City Manager to execute a Development Agreement with IVCP Muhlhauser 2 LLC dba iVisionary to allow for the development of accessory parking at 4325 Muhlhauser Road and establish an impact fee 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. 75-21. APPROVED 7-0.

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

Parks, Recreation and Environment Committee

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

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

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

Ordinance to authorize the Acting City Manager to enter into an agreement with Human Nature, Inc. for the complete conceptual design plans for the new play environment as determined in the Harbin Park Phase 1 Improvements Schedule and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize an appropriation of \$9,940.00 from the CIP project 1PR10 and that Council authorize the City Manager to enter into a Memorandum of Understanding with Human Nature, Inc. to complete conceptual design plans for the new play environment as determined in the Harbin Park Phase 1 Improvements schedule.

ORDINANCE NO. 76-21. APPROVED 7-0.

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

Public Safety Committee

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Pathivara Stores Ltd LLC dba Food Mart, 5059 Camelot Drive, Fairfield, OH 45014 (Permit Class C1 and C2).

Recommendation:

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

SIMPLE MOTION NO. 13-21. APPROVED 7-0.

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

Public Utilities Committee

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

Motion to Suspend Second and Third Readings

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

Ordinance to authorize the Acting City Manager to enter into a contract with Ferguson Waterworks for water meters and an automated meter reading system and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Ferguson Waterworks and appropriate funding in the amount of \$150,000.00 for the procurement of water meters and an advanced automated meter reading system. Rules suspension is requested in order to expedite the project.

ORDINANCE NO. 77-21. APPROVED 7-0.

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

Finance & Budget Committee

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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. 69-21 and all amendments thereto and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 78-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

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

Ordinance to repeal Section 145.01 of Chapter 145 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to age limitations for original full-time appointments in the Fire Service.

Recommendation:

It is recommended that City Council adopt the amendment to Ordinance 145.01 changing the age limit for appointment in the Fairfield Fire Department.

ORDINANCE NO. 79-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget for 2021.

ORDINANCE NO. 80-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

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

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

Recommendation:

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

ORDINANCE NO. 81-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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

Recommendation:

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

ORDINANCE NO. 82-21. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, July 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, August 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, September 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

None.

14. ADJOURNMENT

The Regular Meeting adjourned at 7:15 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

PACE Financing Property Assessed Clean Energy

Council - Manager Briefing
June 14, 2021

PACE Financing

- ▶ Property Assessed Clean Energy
- ▶ Enabled under Ohio Revised Code
- ▶ Tool for communities to support new and existing companies and developments
- ▶ Provides a financing mechanism to make energy improvements to a property that are paid for with special assessments
 - ▶ Special assessments are collected as separate line item on a real estate tax bill



PACE Financing Example Improvements

- ▶ **Energy Efficiency improvements**
 - ▶ HVAC
 - ▶ Lighting
 - ▶ Roofs, windows, insulation
- ▶ **Alternative Energy improvements**
 - ▶ Solar
 - ▶ Wind
 - ▶ Geothermal
- ▶ **Water Efficiency improvements**



PACE Financing Municipal Role

- ▶ City creates or joins an **Energy Special Improvement District (ESID)**
 - ▶ ESIDs are non-profit corporations, with own board and budget
- ▶ ESIDs review eligibility and approve PACE projects
- ▶ City provides assessment mechanism:
 - ▶ Approves an assessment for each PACE project
 - ▶ Receives and distributes the assessment
- ▶ City not liable in the event of default



PACE Financing ESID Membership

- ▶ Fairfield has been invited to join an existing ESID formed by the **City of Monroe and Liberty Township**
- ▶ Allows Fairfield to leverage costs of creating and maintaining an ESID and keep program fees low
- ▶ Fairfield Board Representation
 - ▶ Council appointee: proposed as **Finance Director**
 - ▶ Municipal designee: proposed as **Development Services Director**

I-75 ***Energy Special Improvement District*** (ESID)

PACE Financing Project Flow

ESID and city approve project

Project completed with loan from a private lender

Company pays special assessment on tax bill

County transfers assessment to city

City transfers assessment to lender to repay loan

PACE Financing Company Benefits

- ▶ Reduces upfront and out-of-pocket expenses
- ▶ Spreads costs of improvements over 15-25 years
- ▶ Assessment runs with the land, reducing burden on company balance sheet
- ▶ More energy efficient and upgraded buildings



PACE Financing Next Steps

- ▶ Finalize scope for prospective PACE project
- ▶ City council action:
 - ▶ Resolution which includes joining ESID
 - ▶ Ordinance(s) to approve assessments for project
- ▶ ESID project approval
- ▶ Market tool to local companies and developers

DISCUSSION

Zoning & Property Maintenance

Council-Manager Briefing
June 14, 2021

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

Protect Property Values



Staffing

- ▶ 1 Code Enforcement Supervisor
- ▶ 2 FT Zoning Inspectors
- ▶ 1 PT Zoning Inspector (~10 hrs/week for 6-7 months/year)
- ▶ Others Involved:
 - ▶ Superintendent of Building & Zoning
 - ▶ Fire Inspector
 - ▶ Neighborhood Development Manager



Reactive & Proactive

- ▶ Reactive = Complaint driven
 - ▶ Zoning Hotline
 - ▶ Email/Website
 - ▶ Social Media
- ▶ Proactive = Identified by staff
 - ▶ Strategic driving and walking
 - ▶ Rental Inspection Program (RIP)
 - ▶ Neighborhood Enhancement Action Team (NEAT)

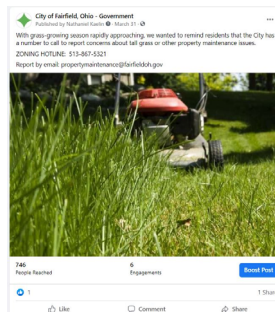


**PROPERTY
MAINTENANCE
HOTLINE**

☎ (513) 867-5321 or email
PropertyMaintenance@Fairfield-City.org

REPORT:

- Tall Grass
- Inoperable Vehicle
- Trash/Litter
- Graffiti
- Other Problems



Rental Inspection Program

- ▶ Proactive inspections of multi-family complexes
 - ▶ 70 complexes
 - ▶ 7,728 housing units
- ▶ Focus on exterior conditions
 - ▶ Complaint-driven for interior conditions
- ▶ Relationship-building with complex ownership/local management



Rental Inspection Program

	<u>2020</u>	<u>2021 (as of 5/31)</u>	<u>2021 (total)</u>
Housing Units	1,345	738	1,897
Structures	91	54	107
Complexes	9	2	7

2020

Timber Hollow
 Camelot Drive Condos
 Camelot II Apts.
 Camelot East Apts.
 Woodridge Glen Apts.
 Woodridge Knoll Apts.
 Woodridge Crossings
 Gail Avenue Apts.
 Holiday Drive Apts.

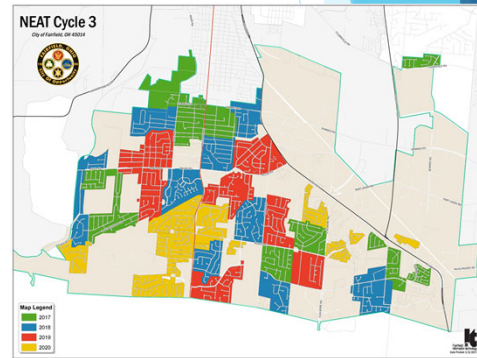
2021

Villages of Fairfield
 Fairfield Pointe
 Woodridge Pointe
 The Oaks at Woodridge
 Cobblestone Grove
 Woodstock Wildwood
 Pinnacle on Pleasant

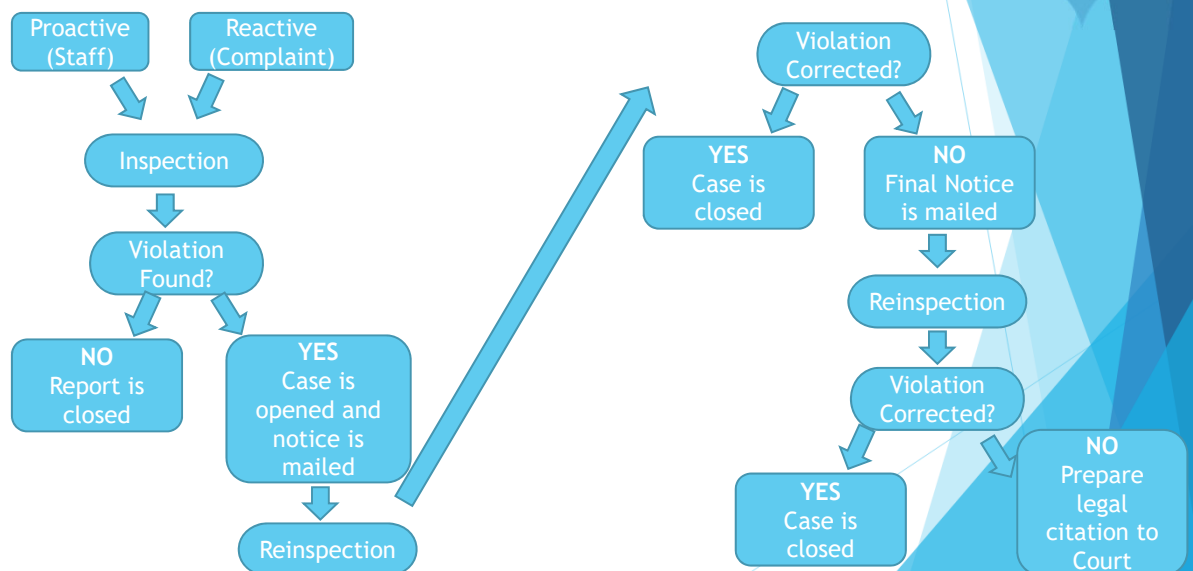


NEAT Program

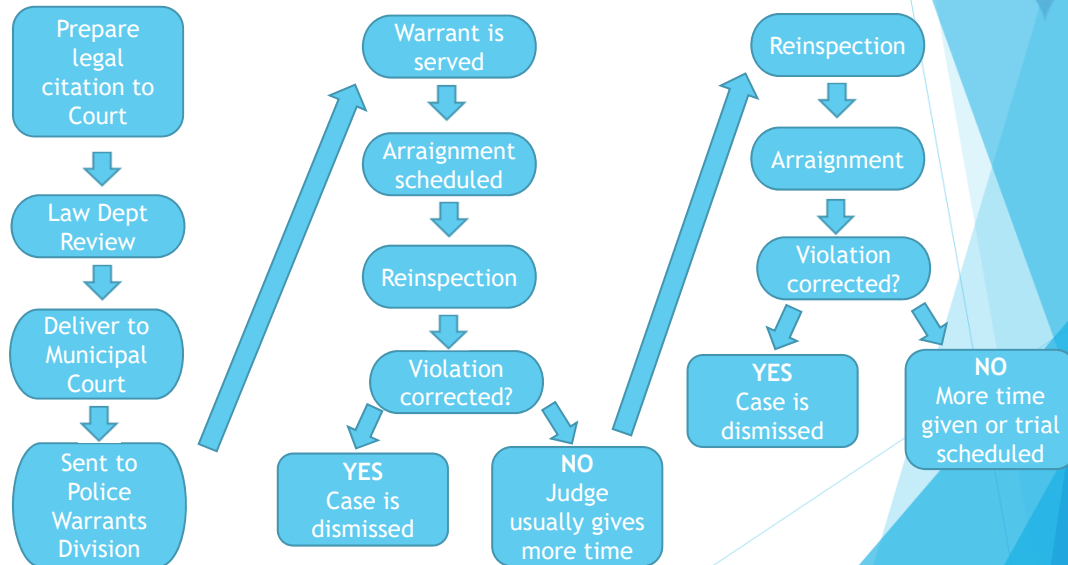
- ▶ Targeted walking inspections of >10,000 single-family houses in residential neighborhoods
 - ▶ 4-year cycle of ~2,500 residences per year
- ▶ Also inspect public infrastructure
 - ▶ Street signs, curbs, catch basins, drainage, etc...
- ▶ Solicited feedback from residents via postcards
- ▶ Three 4-year cycles were completed (2009-2020)
- ▶ Program on a one-year hiatus for analysis and possible revisions



Case Flowchart



Case Flowchart



Metrics

	<u>2020</u>	<u>2021 (as of 5/31)</u>
Cases Opened	1,526	570
Cases Active	11	110
Cases Closed	1,515	460
Violations *	2,298	858
*includes PMV, ZCV, BCV, RCV		
Inspections	5,003	1,750

Metrics

	<u>2020</u>	<u>2021 (as of 5/31)</u>
Court Cases	61	19
% of Cases	4.0%	3.3%
Court Cases Closed	53	5
Court Cases Active	8*	14

*2 cases filed, not served

Complaints

Hotline	120	62
Online	358	128
% of Cases	31%	33%

Beyond Metrics

1. Large Cases
2. Permit Application Reviews
3. Municipal Cut Program
4. Temporary Signs

Beyond Metrics Large Cases

- ▶ Some cases are larger and/or more complicated than standard cases
 - ▶ Structure fire, vacancy, multi-tenant, neighbor dispute, etc...
 - ▶ Often involves other departments - Fire, Police, P.W., P.U., Law
 - ▶ May involve outside actors - insurance company, banks, state fire marshal, etc...
- ▶ Examples:
 - ▶ Capri Motel



Symmes Road



Beyond Metrics Permit Application Reviews

	<u>2020</u>	<u>2021 (as of 5/31)</u>
▶ Signs	62	32
▶ Pools	60	24
▶ Fences	196	91
▶ Sheds	97	48
▶ Driveways	<u>32</u>	<u>20</u>
▶ Total	447	215

Beyond Metrics Municipal Cut Program

- ▶ Municipal Cut Program
 - ▶ 2020 - 28 cases
 - ▶ 2021 - 14 cases
 - ▶ Sometimes includes additional work
 - ▶ Charges assessed on property tax bills



Beyond Metrics Temporary Signs

- ▶ Temporary Signs
 - ▶ Promotional & Grand Opening
 - ▶ 2020 - 223 permits
 - ▶ 2021 - 68 permits
 - ▶ Pull wire and pole signs from ROW
 - ▶ Political signs



Neighborhood Development Manager

- ▶ Newly created position, filled in March 2021
- ▶ Component of job duties is assisting with Property Maintenance staff
 - ▶ Compliment and supplement, not duplicate
- ▶ Reinvigorate NEAT Program
- ▶ Assist on difficult cases
 - ▶ Relationship-building
 - ▶ Identify potential assistance resources
- ▶ Deeper analysis on cases metrics
- ▶ Possible volunteer programs



Successful Results

BEFORE



AFTER



Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

Successful Results

BEFORE



AFTER



Successful Results

BEFORE



AFTER



Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

Successful Results

BEFORE



AFTER



Successful Results

BEFORE



AFTER



Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)

Discussion

Minutes Acceptance: Minutes of Jun 14, 2021 7:00 PM (Approval of Minutes)



City Council Ordinance
Regular Meeting - July 12, 2021

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

Subject:

Planning and Zoning Code Update

Legislation Title:

Ordinance to authorize the Acting City Manager to enter into a Professional Services Contract with McBride Dale Clarion to update Chapter 11 of the Codified Ordinances of Fairfield, the Planning and Zoning Code and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the Acting City Manager to execute a Professional Services Contract with McBride Dale Clarion for the updating of the Planning and Zoning Code.

Background/Synopsis:

Updating the Planning and Zoning code was recommended in several places in the Fairfield Forward Comprehensive Plan. Accordingly, the City recently issued a Request for Proposal (RFP) to update the Planning and Zoning Code and received six proposals. A committee was formed to select a firm that would best meet the needs of the city. The Selection Committee interviewed two firms that they felt best met the qualifications outlined in the RFP. McBride Dale Clarion, a local planning firm that has experience working with numerous governments in writing and updating planning and zoning codes, was the consensus choice as the best firm for the project.

The Planning and Zoning Code is a document consisting of zoning and subdivision regulations, which is used to regulate and develop land within the city in a manner that is consistent with the comprehensive plan. It defines how property in specific zoning districts can be used in terms of lot size, density, building type, infrastructure location and many other land use controls.

Fairfield first adopted a zoning code in the 1950s soon after the city was incorporated. The current code was adopted in 1984 and has been amended many times since then to address relevant zoning issues within the city and to clarify existing regulations. The update of the code is expected to take 14-16 months.

Financial Impact:

An appropriation in the amount of \$107,000 is requested from the General Fund. This includes a contractual amount of \$97,000 and a 10% contingency.

Emergency Provision Explanation:

It is recommended that City Council suspend the rules and declare an emergency in order to expedite the project.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. MCD_Template Contract - revised 6.29.21
2. Exhibit A - Contract Draft 6.29.21 MDC
3. Fairfield Zoning Proposal-MDC
4. McBride Dale Clarion-Ord

CONTRACT FOR PLANNING CONSULTING SERVICES

THIS CONTRACT, made effective as of this ____ day of _____, 20____, by and between The City of Fairfield, Ohio (the “Client”) and McBride Dale Associates, Inc. dba McBride Dale Clarion (hereinafter referred to as the “Consultant”).

WITNESSETH:

WHEREAS, the Client desires to undertake the necessary activities for the preparation of a Planning and Zoning Code Update (hereinafter referred to as “Code”); and

WHEREAS, the Client desires to engage the Consultant to prepare the Code, to render technical advice and assistance, and to provide professional consultation in connection with such preparation of the Code; and

WHEREAS, the Consultant is willing to provide such professional services.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements herein contained, the parties mutually agree as follows:

TERMS:

Section 1. Representations of Consultant

The Consultant represents that:

- a) Consultant is professionally competent and qualified to perform the services.
- b) Consultant has all necessary powers and authority to enter into and perform the covenants and agreement on its part to be performed in the Contract and by proper action duly authorized in the execution and delivery of this Contract.
- c) This Contract constitutes a legal, valid and binding obligation of Consultant enforceable in accordance with its terms.

Section 2. Scope of Work

- a) Consultant shall perform the Services (herein after “Services”) described in the proposal dated March 21, 2021 which is attached hereto and incorporated herein by reference and as more specifically outlined in Exhibit A attached hereto.
- b) The Consultant shall perform the Services and provide all of the necessary technical and professional services to the Client in accordance with the degree of skill and care exercised by similarly credentialed professionals performing similar services under similar conditions.

- c) The Consultant will coordinate its work with Client staff in the preparation of the Code.

Section 3. Responsibility of the Client

The Client shall provide coordination, cooperation, and access to all available reports, information, and documentation reasonably necessary for the Consultant to complete the Scope of Work as described in Section 2 and the Consultant is entitled to rely upon the accuracy and completeness of such items. In particular, the Client shall provide any available and applicable mapping, copies of reports and other data as necessary and available. This information shall be provided to the Consultant at no cost. If the Client is unable to provide reports, information, and documentation that are sufficient in the reasonable judgment of the Consultant to perform its obligations under this Agreement in accordance with sound professional practices, the Consultant shall so notify the Client and the parties shall endeavor in good faith to negotiate a solution.

The Client shall publish any required legal notices, shall provide cooperation and appropriate meeting space for any required public meetings or hearings and logistical coordination, and provide any necessary publicity with respect to such meetings at no cost to the Consultant. The Client will also assist with copying and distributing of documents, reports, memos, or other work products generated by Consultant to participants in the planning process, as determined to be necessary by the Client and Consultant. Consultant will work with the Client to provide digital copies of documents in order that they might be distributed electronically, where feasible.

Section 4. Time Schedule

- a) The services of the Consultant, as described herein, shall begin within two (2) weeks of the effective date of this Contract.
- b) Services shall be performed in such a sequence to maintain expeditious completion of all services as consistent with the objectives of the Client and subject always to sound professional practices.
- c) It is anticipated that the Code will be completed within approximately fourteen (14) months of the effective date of this Contract. An additional two (2) to four (4) months is anticipated for adoption proceedings. The Consultant will also provide resources to assist staff with the implementation of the updated code through a start-up period not to exceed six (6) months.

Section 5. Compensation and Method of Payment

The Total Compensation to be paid by Client to Consultant for performance in accordance with the requirements of this Agreement shall be ninety-seven thousand dollars (\$97,000).

- a) Client will make monthly payments in arrears for work performed the preceding month, subject to the Client's right to verify that the work has proceeded to the point asserted in any request for payment. Client will pay approved invoices within 30 days after receipt. Consultant will submit to Client monthly invoices for Services

billed hourly at the rate based on the rates outlined in the proposal. Notwithstanding, Consultant shall ensure that the Services are provided for not more than the total cost for Services outlined above. Additional compensation will only be due Consultant for services beyond those outlined herein and then only upon advanced written agreement or amendment to this Agreement.

- b) Total Compensation includes direct costs. Direct costs include items such as travel costs, reproductions, and postage. In person meetings are subject to COVID safety protocols and may be changed to online activities or meetings if agreed upon by the Client. The Client shall not be responsible for, and Consultant shall not bill Client for, direct costs incurred by Consultant in performance of the services in excess thereof. Decisions about the format and costs of the final report product will be made by the Client based on input from the Consultant later in the planning process.
- c) Compensation for authorized work beyond the Scope of Work shall be governed by Section 7.
- d) Consultant shall be responsible for all compensation, fees and expenses of all parties listed in Sections 6 and all Consultant's employees, personnel, and subcontractors.
- e) Consultant shall maintain true and accurate records with respect to services performed and all charges and expenses related thereto, and the Client or its representatives shall have access to, and the right to inspect all such books and records. Because Client is a public office, Consultant recognizes that records with respect to services may fall within the Ohio Public Records Act depending on their content, and that Consultant may be obligated to produce records in accordance with the act.

Section 6. Personnel

The Consultant shall provide all of the necessary personnel to assure complete compliance with the terms of this Contract. The project will be managed by Elizabeth Fields. Various other staff members of the Consultant will be assigned specific work tasks as appropriate, depending upon required experience, knowledge, and discipline. No change in such staffing and assignments may be made without the specific written consent of the Client. Erin Lynn, Planning Manager, is designated as the Client contact and Project Manager on behalf of the Client.

Section 7. Changes

The Client may, from time to time, request changes in the Scope of Work to be performed by Consultant hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

The Consultant shall notify the Client of the need for any changes in the Contract or the need for changes as a result of extra work, modifications in the Scope of Work, or changes in conditions.

The Consultant shall not proceed with any changes or extra work unless approved in writing by the Client.

Section 8. Equal Employment Opportunity

During the performance of this Contract, the Consultant agrees as follows:

- a) Neither the Consultant nor any person or entity performing services hereunder shall discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, ancestry, age, mental or physical handicap, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, sex, marital status, ancestry, mental or physical handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, marital status, ancestry, age, mental or physical handicap, or national origin.
- c) The Consultant will cause the foregoing provisions to be inserted in all subcontracts and subcontract purchase orders for any work covered by this Contract so that such provisions will be binding upon each subcontractor or vendor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Consultant will take such action with respect to any subcontracting or purchase order as Client shall direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- d) In the event of Consultant's non-compliance with the non-discrimination clauses of the Contract, this Contract may be canceled, terminated or suspended in whole or in part.

Section 9. Liability and Indemnification

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

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

Section 10 Insurance

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

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

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

Section 11. Interest of Representatives of Client

No member of the governing body of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the carrying out of the Code to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

No members of the governing body of the locality in which the Code Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Code to which this Contract pertains, shall have any personal interest, direct, or indirect, in this Contract.

Section 12. Interest of the Consultant

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, in land or property within the City of Fairfield, Ohio, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Section 13. Ownership of Document

All data, documents and products of professional services including GIS data and shape files prepared by Consultant are the property of Client, although the Consultant may use the final product for marketing purposes.

Section 14. Miscellaneous

- a) This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles.
- b) Financial obligations of the Client payable after the current fiscal year are subject to and contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If funds are not appropriated, Consultant shall not proceed with work.
- c) This Contract and all attachments hereto contain the entire agreement between Client and Consultant with respect to the subject matter hereof and may not be modified or amended except by written instrument signed by both Client and Consultant.
- d) This Contract shall be binding on the parties and on their respective successors and assigns, provided that Consultant may not assign this Contract.
- e) This Contract and all rights and actions relating thereto are strictly reserved to Client and Consultant and nothing contained herein shall give or allow any claim or right of action to or by any third party.
- f) Client shall designate one person responsible for all communications from Consultant and who shall jointly have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Code and activities for which Consultant is to provide the services.
- g) The relationship between Client and Consultant is purely contractual. Consultant shall perform its duties hereunder as an independent contractor and shall have no authority, expressed or implied, to bind Client to any agreement, liability or understanding. Neither Consultant nor any agent or employee of Consultant shall be, or be deemed to be, an agent or employee of Client.

Section 15. Termination

- a) The Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The written notice shall specify the nature of the breach. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to Client. Upon restart, an equitable, mutually agreed-upon, adjustment shall be made to Consultant's compensation.
- b) If terminated, Client agrees to pay Consultant for all Basic Services and any authorized additional services rendered and reimbursable expenses incurred up to the effective date of termination. Client is entitled to receive all work completed.
- c) Upon not less than seven days' written notice, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of service or termination due to nonpayment. Client is entitled to receive all work for which it has paid.

Section 16. Disclaimer

The information contained herein is based upon information available at the time that this document was prepared, and furthermore this information is relied on solely for long-range regional planning purposes.

Section 17. Notice

Any notice required under this Contract shall be deemed given either on the day actually received or twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever is earliest. The parties may change their addresses from time to time by written notice given in accordance herewith.

For the Client:

Erin Lynn, AICP
Planning Manager
City of Fairfield
5350 Pleasant Ave
Fairfield, Ohio 45014

With a copy to:

Stephen J. Wolterman
Assistant Law Director
530 Wessel Drive, Suite 2A
Fairfield, Ohio 45014

For the Consultant:

C. Gregory Dale, FAICP
 McBride Dale Clarion
 5721 Dragon Way, Suite 300
 Cincinnati, Ohio 45227

Section 18. Private Sector Representation.

This Agreement does not preclude the Service Provider from representing private sector development clients in the City's zoning process. The Service Provider has worked for and maybe involved in representing several clients that are currently considering development of property within the City. These are unrelated to the issues involved with this Agreement and the staff members identified in this proposal do not work for those particular clients nor will the staff providing services to developers be involved in the Code update.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract to be effective as of the date first above written.

City of Fairfield, Ohio (CLIENT)

 Witness

By:_____

Printed Name: Donald G. Bennett

Title: Acting City Manager

MCBRIDE DALE ASSOCIATES, INC. dba
 MCBRIDE DALE CLARION (Consultant)

 Witness

By:_____

Printed Name: C. Gregory Dale, FAICP

Title: Principal, COO

CERTIFICATE:

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

By: _____
Jacob Burton, Finance Director

Approved as to Form:

John Clemmons, Law Director

Approved as to Content:

Greg Kathman, Development Services
Director

Attachment: MCD_Template Contract - revised 6.29.21 (1895 : Planning and Zoning Code Update)

Exhibit A

Planning and Zoning Code Update | June 29, 2021

Phase 1: Project Initiation

The project will begin with some basic key steps that include familiarizing ourselves with the details and procedures of the city's existing code. In addition, MDC will meet with people (staff, elected officials, stakeholders) who use the zoning code on a regular basis to identify zoning issues that need to be addressed in the new code.

During the project initiation, MDC will finalize the project timeline and meeting schedule with staff. MDC will also begin to review the existing ordinances and other pertinent city documents such as recent variance requests, controversial zoning amendments or site planning requests, and any other documents deemed relevant by staff.

- **Zoning Discussion and Work Session** - MDC will meet with staff and members of the Planning Commission, Board of Zoning Appeals, and City Council (if desired) to discuss their expectations for the update process and begin to identify key issues in the community that should be addressed in the zoning code update.
- **Reconnaissance Tour** - MDC will participate in a tour provided by staff to identify existing development patterns and natural conditions in the community. This tour will give the staff an opportunity to identify both positive and negative development patterns, as well as challenging zoning issues that should be addressed in the zoning code update.
- **Stakeholder Interviews** – A series of virtual or in-person small group interviews will be set up with city stakeholders who have first-hand experience with the city's code. This could include city staff, developers, builders, residents, property owners, or real estate professionals. The purpose of these interviews is to understand what is working well with the city's current regulations and what is not working well. This information will help inform the code diagnosis.
- **Staff Review Committee** - A Review Committee will be formed that will guide the update process. It is anticipated that this committee will be comprised of city staff members that are familiar with the zoning code. It is anticipated that this committee will have monthly check-ins with the consultants on the progress of the code drafting and will be tasked with reviewing and providing constructive comments on the proposed code drafts.

- **Advisory Committee** – An Advisory Committee will be established to review the project's major milestones. This committee should be comprised of select members from City Council, Board of Zoning Appeals, and Planning Commission along with a few members of the public that have experience with the city's zoning code or have a background that applies to construction, development, economic development, or other similar field.
- **Creation of Online Content** – We will create online content for the project that can be placed on the city's website. We can create a separate project website as well, if that city believes that would be more effective. The online content will be continuously updated throughout the code update process.
- **Project Branding** – We will work with staff to create a "brand" for the code rewrite. This could include a logo, project name, and/or tag line. This branding will be carried through on the website, project materials, presentations, and work products.
- **Community Online Survey** – We will create an online survey that can be sent out the entire community that will focus on the city's experience with the existing code and options for the community to consider for the code rewrite.

Phase 2: Code Diagnosis and Outline

- **Code Diagnosis** – MDC will prepare a diagnosis of the strengths and weaknesses of the current zoning code including:
 - Ways in which the current regulations are ineffective or frustrating to use;
 - Ways to make the revised document more user-friendly;
 - Ways to implement the recommendations of the City's Comprehensive Plan;
 - Areas of the code that need substantive modification;
 - Additional or revised regulations that would improve and progress the city's land use regulations and planning objectives;
 - Methods of streamlining procedural review of development; and
 - Methods of incorporating sustainable development practices into the code.

The code diagnosis provides an opportunity to not only identify problems with the current regulations but to also identify the options to address such issues. MDC will provide information within the diagnosis regarding best practice approaches that are available to the city depending on the particular regulation or issue.

- **Annotated Outline** – Based on the results of the above described ordinance diagnosis, MDC will draft an annotated outline for the new content. Both the code diagnosis and annotated outline will be part of the same document. The purpose of the annotated outline is to allow the city an opportunity to review the overall structure of the proposed revisions before the actual drafting begins.

The annotated outline will set out the proposed structure of the new content, providing commentary and explaining the purpose and scope of each chapter and section. It will present suggestions and discuss options in a number of areas that might include:

- Re-structuring and making the document more user friendly;
- Organizational and format changes;
- Procedural streamlining;
- Revisions, changes, and additions to the use districts, including the clarification and modernization of the uses in the districts;
- Substantive changes (e.g., regulations and standards addressing community appearance, sustainability, green infrastructure, alternative energy, land use compatibility, residential development, the protection of natural features, interconnectivity, and pedestrian-friendliness);
- Suggestions for making the regulations more responsive to contemporary development trends; and
- Sections to be deleted from the current regulations.
- How the new code will implement the vision for Fairfield established in the City's Comprehensive Plan.

The annotated outline will include the rationale behind, and advantages of, proposed approaches with examples from other communities as appropriate. This step is critical because it helps clarify how new and old sections of the regulations would work as a whole and gives the city an early opportunity to make corrections or suggest other approaches before a complete draft has been produced.

- **Staff Review Committee** – The Staff Review Committee will review the Code Diagnosis and Outline (either virtually or in-person).
- **Advisory Committee Review** – The Advisory Committee will meet to review the Code Diagnosis and Outline.
- **City Leadership Review** – The Code Diagnosis and Outline will be presented to the City's Planning Commission, Board of Zoning Appeals, and/or City Council to ensure that the code's direction is agreed upon before moving forward.

- **Public Review of the Diagnosis and Outline** – The Code Diagnosis and Outline will be posted to the website along with a one-page executive summary highlighting the findings. The public will be able to leave comments and questions on the materials through the website.
- **Final Production** – MDC will provide a final draft of the diagnosis and outline to staff, incorporating any agreed upon changes or comments from the public engagement opportunities. The final form will be provided to the city electronically in the form of a PDF. If a Word copy of the report is desired, this should be relayed to MDC prior to the drafting of the report. If hard copies of the report are desired, those will be produced upon request by the city, and we will bill you at our cost.

Phase 3: Drafting of the Regulations

Based on the findings from the diagnosis and annotated outline, MDC will develop and draft the updated regulations. MDC anticipates that the general code structure will remain, while still incorporating elements that will improve the user-friendliness of the code including reorganizing sections if necessary and incorporating graphics, illustrations, and additional tables.

- **Code Drafting** – MDC proposes to draft the updated content in sections. This allows the Staff Review Committee and the city's legal counsel to review and comment on each section individually. MDC will meet (either virtual or in-person) with the Staff Review Committee to review each section.
- **Stakeholder Review of the Draft Sections** – We will host a series of virtual or in-person meetings following the drafting of the sections. This outreach will be targeted to ensure that stakeholders are engaged to review sections of the code that are applicable to their area of interest or expertise. It is not intended that stakeholders will be engaged for every section, but only for key topics, and if deemed necessary by Staff.
- **Advisory Committee Review** - The Advisory Committee will meet 3-4 times during the code drafting phase. It is anticipated that the committee will meet each time a significant chunk of code has been drafted (districts and uses, development standards, processes and procedures, subdivision standards, and definitions).
- **Code Revisions** – MDC will revise each section after receiving comments by stakeholders, the Staff Review Committee, the Advisory Committee, and the city's legal counsel, and will produce a final draft of each section.

Phase 4: Adoption and Final Production

- **Consolidation Draft** – MDC will create a consolidation draft of the updated code, that incorporates the final drafts of all sections.
- **Staff Review Committee** – The Staff Review Committee will review the consolidation draft of the code.
- **Advisory Committee Review** – The Advisory Committee will meet to review the consolidation draft of the code.
- **Public Review of the Combined Draft** – The consolidation draft of the code will be posted to the website along with an executive summary highlighting the proposed changes in the code.
- **Community Public Meeting (Optional)** – We will work with staff to determine if a final community public is needed to get feedback on the draft code.
- **City Leadership Review** – The proposed code will be presented to the City's Planning Commission, Board of Zoning Appeals, and/or City Council to obtain comments on draft prior to beginning the adoption process.
- **Adoption Proceedings** – Based on input received at public meetings and hearings on the code, MDC will make final revisions and deliver a final draft of the code to the city. This final draft of the code will be presented to the Planning Commission and City Council for adoption. MDC will provide an electronic copy of the code in both Microsoft Word and Adobe PDF. No hard copies will be provided unless the city specifically requests them. Such copies will be billed to the city at our cost.
- **Staff Training** – MDC will be available to provide technical assistance to city staff with the implementation of the updated code through a start-up period not to exceed six months and a total of 40 hours. If additional training is requested by the City, that exceeds the time duration or hour limit, such training would be and additional cost and subject to approval by the City.

PROPOSAL FOR

PLANNING AND ZONING CODE UPDATE



FAIRFIELD, OH

MARCH 21, 2021

SUBMITTED BY

MCBRIDE DALE CLARION

Attachment: Fairfield Zoning Proposal-MDC (1895 : Planning and Zoning Code Update)



5721 Dragon Way, Suite 300
Cincinnati, Ohio 45227
www.mcbridedale.com

March 21, 2021

Erin Donovan Lynn
Planning Manager
City of Fairfield
5350 Pleasant Avenue
Fairfield, OH 45014

RE: Planning and Zoning Code Update

Dear Ms. Lynn:

Thank you for the opportunity to submit our qualifications and proposal to assist the City of Fairfield with the preparation of an updated Planning and Zoning Code. The planners of McBride Dale Clarion (MDC) have extensive experience and expertise in assisting local government clients in the preparation of zoning codes, comprehensive plans, design guidelines, area plans, and strategic plans throughout Ohio and across the nation. MDC has recently worked with clients both locally and nationally on projects of a similar nature including a comprehensive zoning resolution update for Delhi Township, OH; the creation of a innovative zoning code for Blue Ash, OH; and an updated zoning code for Springdale, OH.

MDC has a track record of engaging and productive public outreach; data backed analysis; and user-friendly, graphically strong documents. We understand that this is an opportunity to update and modernize the city's code, which may at a minimum include creating a user-friendly format and organization to the code regulations, updating landscaping and buffering standards, "right sizing" the parking requirements, developing design and development regulations that are based on form, evaluating housing trends, and updating definitions and terminology throughout the code.

We are very excited about the possibility of working with you and the City of Fairfield and welcome an opportunity to discuss our proposal with you. I am a Senior Planner and Project Manager and will serve as the primary contact for the project. Please do not hesitate to contact me should you have any questions or need additional information to evaluate our submittal. We are always open to refining our approach, budget, and schedule to best suit the needs of the city.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Fields".

Elizabeth Fields, AICP
Senior Planner/Project Manager

P: 970.682.0801
E: efields@mcbridedale.com

Attachment: Fairfield Zoning Proposal-MDC (1895 : Planning and Zoning Code Update)

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EXECUTIVE SUMMARY

McBride Dale Clarion is excited about the opportunity to assist Fairfield, Ohio with updating their Planning and Zoning Code. We think you will find our firm has extensive experience applicable to the city's desired final outcome. Our firm's professional planners facilitate successful planning processes, and draft regulations that are clear and concise. This proposal contains our qualifications and outlines our approach for Fairfield's Planning and Zoning Code update.

Our primary goal is to assist the City of Fairfield with the preparation of a code that satisfies the functional and administrative needs of the community while conveying this information in a visually appealing and user-friendly format.

We believe the code and the review process need to address the following:

1. Modernize code standards to reflect current and best practices.
2. Update the code's format, making the code more user friendly for both staff and the general public.
3. Evaluate the effectiveness and usefulness of existing zoning districts and provide new or modified districts as appropriate.
4. Update development regulations as necessary to ensure appropriate development standards for parking, landscaping, and signage.
5. Ensure code language is compliant with state and federal regulations.
6. Eliminate inconsistencies throughout the code, including redundant and obsolete standards or processes.
7. Create innovative form based or hybrid development regulations that reflect the city's ideal development form, as well as investigate the appropriateness of a mixed use zoning district.

METHOD OF APPROACH

This section identifies our understanding of the project and provides a proposed approach for the update to the zoning code. It includes a project budget and proposed schedule. MDC is available to refine this scope, budget, and schedule in consultation with staff in order to have a final scope that accurately reflects the specific desires and expectations of the city.

PHASE 1. PROJECT INITIATION

The project will begin with some basic key steps that include familiarizing ourselves with the details and procedures of the city's existing code. In addition, MDC will meet with people (staff, elected officials, stakeholders) who use the zoning code on a regular basis to identify zoning issues that need to be addressed in the new code.

During the project initiation, MDC will nail down the project timeline and meeting schedule with staff. MDC will also begin to review the existing ordinances and other pertinent city documents such as recent variance requests, controversial zoning amendments or site planning requests, and any other documents deemed relevant by staff.



Due to the pandemic, the interviews, tour, and kick-off meeting may be conducted virtually.

- Phase 1 Budget - \$10,000
- Phase 1 Duration - 2 months

- **Zoning Discussion Work Session** – MDC will meet with staff and members of the Planning Commission and City Council (if desired) to discuss their expectations for the update process, and begin to identify key issues in the community that should be addressed in the zoning code update.
- **Reconnaissance Tour** – MDC will participate in a tour provided by staff to identify existing development patterns and natural conditions in the community. This tour will give the staff an opportunity to identify both positive and negative development patterns, as well as challenging zoning issues that should be addressed in the zoning code update.
- **Stakeholder Interviews** – A series of virtual or in-person small group interviews will be set up with city stakeholders who have first-hand experience with the city's code. This could include city staff, developers, builders, residents, property owners, or real estate professionals. The purpose of these interviews is to understand what is working well with the city's current regulations and what is not working well. This information will help inform the code diagnosis.



- **Advisory Committee** – An Advisory Committee will be formed that will guide the update process. This committee should be comprised of community stakeholders from a variety of backgrounds and interests that are able to review and provide constructive comments on the proposed code drafts.
- **Creation of Online Content** – We will create online content for the project that can be placed on the city's website. We can create a separate project website as well, if that city believes that would be more effective. The online content will be continuously updated throughout the code update process.
- **Project Branding** – We will work with staff to create a “brand” for the code rewrite. This could include a logo, project name, and/or tag line. This branding will be carried through on the website, project materials, presentations, and work products.
- **Community Online Survey** – We will create an online survey that can be sent out the entire community that will focus on the city's experience with the existing code and options for the community to consider for the code rewrite.
- **Community Public Meeting (Optional)** – We can host a virtual or in-person public meeting to get feedback on the city's current regulations from the public. If desired by the city, we will work with staff to determine the best format for this meeting in order to get feedback from the most people possible in a safe and convenient manner.

EXAMPLE MDC CREATED PROJECT WEBSITES:

- www.planspringdale.org
- www.pkb2030.org
- www.williamson2040.org
- www.plannewtown.com

EXAMPLE PROJECT BRANDING:



PHASE 2. CODE DIAGNOSIS AND OUTLINE

- **Code Diagnosis** – MDC will prepare a diagnosis of the strengths and weaknesses of the current zoning code including:
 - Ways in which the current regulations are ineffective or frustrating to use;
 - Ways to make the revised document more user-friendly;
 - Areas of the code that are in need of substantive modification;
 - Additional or revised regulations that would improve and progress the city's land use regulations and planning objectives;
 - Methods of streamlining procedural review of development; and
 - Methods of incorporating sustainable development practices into the code.



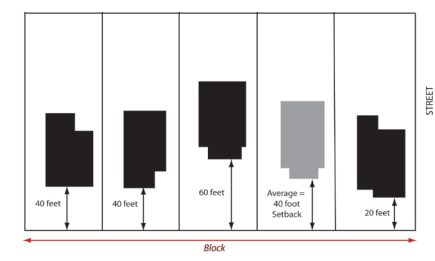
The code diagnosis provides an opportunity to not only identify problems with the current regulations but to also identify the options to address such issues. MDC will provide information within the diagnosis regarding best practice approaches that are available to the city depending on the particular regulation or issue.



- **Annotated Outline** – Based on the results of the above-described ordinance diagnosis, MDC will draft an annotated outline for the new content. Both the code diagnosis and annotated outline will be part of the same document. The purpose of the annotated outline is to allow the city an opportunity to review the overall structure of the proposed revisions before the actual drafting begins.

The annotated outline will set out the proposed structure of the new content, providing commentary and explaining the purpose and scope of each chapter and section. It will present suggestions and discuss options in a number of areas that might include:

- Re-structuring and making the document more user-friendly;
- Organizational and format changes;
- Procedural streamlining;



- **Phase 2 Budget - \$15,000**
- **Phase 2 Duration - 3 months**

- Revisions, changes, and additions to the use districts, including the clarification and modernization of the uses in the districts;
- Substantive changes (e.g., regulations and standards addressing community appearance, sustainability, green infrastructure, alternative energy, land use compatibility, residential development, the protection of natural features, interconnectivity, and pedestrian-friendliness);
- Suggestions for making the regulations more responsive to contemporary development trends; and
- Sections to be deleted from the current regulations.

The annotated outline will include the rationale behind, and advantages of, proposed approaches with examples from other communities as appropriate. This step is critical because it helps clarify how new and old sections of the regulations would work as a whole, and gives the city an early opportunity to make corrections or suggest other approaches before a complete draft has been produced.

- **Advisory Committee** – The Advisory Committee will meet to review the Code Diagnosis and Outline.
- **City Leadership Review** – The Code Diagnosis and Outline will be presented to the City's Planning Commission and/or City Council to ensure that the code's direction is agreed upon before moving forward.
- **Public Review of the Diagnosis and Outline** – The Code Diagnosis and Outline will be posted to the website along with a one-page executive summary highlighting the findings. The public will be able to leave comments and questions on the materials through the website.
- **Final Production** – MDC will provide a final draft of the diagnosis and outline to staff, incorporating any agreed upon changes or comments from the public engagement opportunities. The final form will be provided to the city electronically in the form of a PDF. If a Word copy of the report is desired, this should be relayed to MDC prior to the drafting of the report. If hard copies of the report are desired, those will be produced upon request by the city and we will bill you at our cost.

PHASE 3. DRAFTING OF THE REGULATIONS

Based on the findings from the diagnosis and annotated outline, MDC will develop and draft the updated regulations. MDC anticipates that the general code structure will remain, while still incorporating elements that will improve the user-friendliness of the code including reorganizing sections if necessary and incorporating graphics, illustrations, and additional tables.

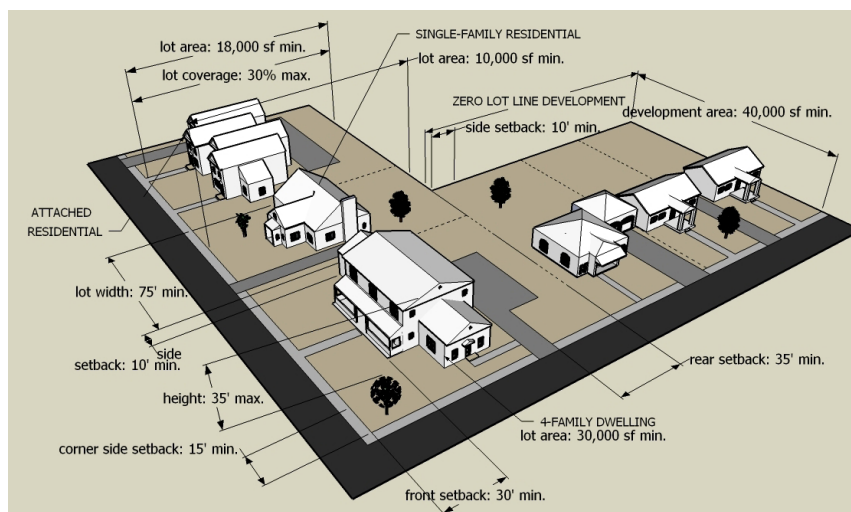


- **Phase 3 Budget - \$60,000**
- **Phase 3 Duration - 9 months**

- **Code Drafting** – MDC proposes to draft the updated content in sections, or modules. This allows staff to review and comment on each module individually. MDC will meet with staff once for each module. We anticipate the revisions will be divided into four modules as follows:
 - **Module 1** - Sections related to the zoning districts and use regulations
 - **Module 2** - Sections related to development and design standards
 - **Module 3** - Sections related to administration, general provisions, roles of decision-making bodies, review procedures, non-conformities, and enforcement
 - **Module 4** - Definitions and any remaining section
- **Stakeholder Review of the Modules** – We will host a series of virtual or in-person meetings following the drafting of each module, so the city's stakeholders can provide their input on the draft regulations.
- **Public Review of the Modules** – Each draft module will be posted to the website along with a one-page executive summary highlighting the proposed changes in the code. The public will be able to leave comments and questions on the materials through the website.
- **Advisory Committee** – The Advisory Committee will meet to review the drafts of each module throughout this phase.
- **Module Revisions** – MDC will revise each module after receiving comments by staff, stakeholders, the public, the Advisory Committee, and the City's legal counsel, and will produce a final draft of the module.

PHASE 4. ADOPTION AND FINAL PRODUCTION

- **Consolidation Draft** – MDC will create a consolidation draft of the updated code, that incorporates the final drafts of all four modules.
 - **Advisory Committee** – The Advisory Committee will meet to review the consolidation draft of the code.
 - **Public Review of the Combined Draft** – The consolidation draft of the code will be posted to the website along with an executive summary highlighting the proposed changes in the code.
 - **Community Public Meeting (Optional)** – We will work with staff to determine if a final community public is needed to get feedback on the draft code.
 - **City Leadership Review** – The proposed code will be presented to the City's Planning Commission and/or City Council to obtain comments on draft prior to beginning the adoption process.
 - **Adoption Proceedings** – Based on input received at public meetings and hearings on the code, MDC will make final revisions and deliver a final draft of the code to the city. This final draft of the code will be presented to the Planning Commission and City Council for adoption. MDC will provide an electronic copy of the code in both Microsoft Word and Adobe PDF. No hard copies will be provided unless the city specifically requests them. Such copies will be billed to the city at our cost.
 - **Staff Training** – MDC will be available to assist staff with the new code for a period of time not to exceed six months as the budget allows.
- Phase 4 Budget - \$12,000
 - Phase 4 Duration - 2-10 months



FIRM QUALIFICATIONS AND PERSONNEL

Firm Overview



AREAS OF EXPERTISE

- Zoning regulations
- Comprehensive plans
- Neighborhood plans and design standards
- Downtown plans and strategies
- Area plans
- Redevelopment and development plans
- Citizen participation strategies
- Sustainable development practices
- Architectural and development guidelines or standards
- Client representation with communities
- Land use plans
- Multi-jurisdictional and regional planning

CONTACT

Elizabeth Fields
5721 Dragon Way, Suite 300
Cincinnati, Ohio 45227
www.mcbridedale.com

P: 513.561.6232
C: 970.682.0801
E: efields@mcbridedale.com

McBride Dale Clarion (MDC) is a consulting firm based in Cincinnati, Ohio, whose staff focuses on comprehensive and land use planning, zoning codes, and development services. Anne McBride and Greg Dale founded MDC in 1999. The professionals at MDC strive to provide customized services to all of our clients. Our planners consistently produce award winning plans. We assist clients across the country and navigate planning processes and stakeholder engagement to create implementable plans with a perspective in both the public and private sectors of development.

ZONING & DEVELOPMENT SERVICES

McBride Dale Clarion provides development services for numerous private clients, and serves as planning staff for local cities and townships and on planning and zoning boards for their own communities. This broad exposure to regulatory practices working in development services, analyzing zoning regulations and plans for enforcement purposes, gives McBride Dale Clarion a unique and advantageous perspective on the creation of these tools.

McBride Dale Clarion staff has updated and rewritten zoning and subdivision codes and ordinances in multiple states. We have been awarded state and local planning awards for our user-friendly codes. We

work on code updates at a comprehensive level, making direct connections to plans and strategies necessary to realize community visions. We specialize in updating, modernizing, and streamlining codes using digitally interactive options and multi-level formatting. Our multi-step process builds consensus at critical milestones so the final codes are on point and supported by stakeholders. In addition to our experience with whole code updates, MDC also works on specialized community design and development projects that require updated zoning or development regulations and guidelines.

Our Philosophy is to focus on community values, the regulatory, fiscal and administrative capacities, and the recognition of the form and function of the built and natural environment as the framework to provide direction on all the other components of the zoning code.

We believe the most successful planning processes are built around the following concepts:



RESPECT INDIVIDUAL COMMUNITY CHARACTER AND VALUES

MDC team members have significant experience drafting innovative plans and regulations to ensure that new development respects and protects established community character. Our planning process will help us use valuable public input to identify community character and design preferences, as well as establishing guiding principles for the plan recommendations.

Early exercises to establish community values will ensure greater stakeholder buy-in for the final ordinance recommendations, making the ordinance easy to adopt and one that is championed by the community.

SOUND INTELLIGENT INFORMATION

As important as community values and character are to the planning process, it is also essential to understand the technical realities of executing a vision. The professionals of MDC have the ability and experience to conduct a thorough analysis of existing conditions and trends in a community. This allows for true issue identification and a solid foundation for the planning process that can parallel the public opinion and input.

We will use a comprehensive set of technical analyses to examine the demographic, social, physical, geographic, environmental, and fiscal components of the city to provide a deeper understanding of the planning decisions that are made in this process.

PRACTICAL ACTIONS

We have a track record of successful implementation strategies. We are creative thinkers, but we are also hard-nosed and realistic when it comes to drafting plans that work in practice. Team members are intimately familiar with the range of land use and economic development tools available to make plans functional, including private/public partnerships, intergovernmental land use planning, and regulatory agreements.

The planning process should result in an ordinance that is capable of being implemented and which is financially attainable.

USER-FRIENDLY DOCUMENTS

Codes and plans are rarely read cover to cover, and they are also subject to regular updates and modifications; making large print runs both expensive and potentially obsolete. We are creating documents that are both easily readable and navigable on screens, and can be easily printed.

Using interactive links and navigation tools in plans eliminates confusion about cross references or related recommendations.



To navigate the document

This document is optimized for on-screen viewing. For easy navigation, the following buttons are attached to the top of each page.

PRINTING

This document is designed to be printed at a page size of 11x17 inches, either single-sided or double-sided.



BUTTONS

Throughout the document, buttons and hyperlinked text connect related topics. Clicking on these elements will take you to the appropriate page in the document. Examples include:



The Public Process

| THE PUBLIC PROCESS

- Outreach and Communications
- Advisory Committee
- Joint Appointed Official (Commission) & Elected Official Meetings
- 3 Rounds of Public Engagement Events (with publicity and review opportunities throughout the process)

The purpose of the public process is to draft an updated code that is championed by the community so it is easy to adopt and implement. We propose a public engagement process that is integrated and essential to the preparation of the code. The critical components of the public engagement process include:

Outreach and Communications: Our firm believes a robust outreach and communications campaign throughout the planning process leads to greater engagement and participation from the community. Our firm will work with staff to create mailers, rack cards, and a website dedicated to the plan or content to be placed on the city's website. MDC also recommends including regular updates to any official social media accounts regulated by staff. The goal is to make the process and the final code document open, accessible, and engaging for citizens.

Advisory Committee: A process Advisory Committee is essential to good process management. This focus group can help the team sift through information and provide direction and feedback at critical points in the process. While an Advisory Committee is an excellent way to bring more people into the process, MDC has had success with communities who wish to have their staff and elected and appointed officials serve as a Technical Advisory Committee. In this case, MDC would typically like to have meetings dedicated to the code update. Our firm will work with staff to identify the best format and prepare materials to orient the Advisory Committee to the process. An open nomination with significant fanfare and blind selection by the officials can be an exciting way to launch the project.

Joint Appointed and Elected Official Briefings: Our firm's experience shows it is invaluable to include the elected and appointed officials in the code update process, so it is not a surprise at the end when they are asked to adopt the code. While regular engagement is encouraged, there are interim milestones in the proposed process where their endorsement is valuable. The two critical points of endorsement would be at the end of Phase 2 for the approval of the code diagnosis, and at the end of Phase 4 with adoption of the code.

3 Rounds of Public Engagement Events: Our firm proposes a simple and direct public engagement process with only two major events supplemented by online and printed collateral and input information. Our firm believes this will utilize the code resources wisely and avoid participant fatigue from citizens who are already engaged with other efforts. Both of the public events are optional as code engagement can be tricky. The city may determine that the stakeholder interviews, online content, and advisory committee input may be sufficient engagement for this process.

- **Round 1: Kick-off in Media.** MDC proposes a kick-off for the public online and through the use of media and collateral. This would also include an initial questionnaire that could be disseminated online and through pop up events to kick-off the diagnosis process. The questionnaire could build on the information gathered from previous planning efforts to help establish what is most important to the community.
- **Round 2: Community Public Meeting (optional).** The second round of public engagement would be a virtual or in-person public meeting to get feedback on the city's current regulations from the public. This meeting would focus on potential code changes including new districts, new regulations, updated procedures, and other similar content, as well as how the city can best implement the Comprehensive Plan recommendations that pertain to zoning.
- **Round 3: Plan Review Open House (optional).** The third round of public engagement events would be an open house session where after a sufficient public review period of the code, citizen's could attend an open house to review the code content, talk to the planning team, and submit ideas and comments for changes to the draft code. MDC would highly publicize the code's availability and have comment forms available during a 2-4 week public comment window. The open house would capstone this review period. After the open house the public comment period could be open for another week to allow people additional time to comment.



Participants gathered at an event in Portsmouth, VA.

Key Personnel



ELIZABETH FIELDS, AICP - PROJECT MANAGER

Ms. Fields is a senior planner with more than 14 years of professional planning experience in both the public and private sectors. Since joining MDC in 2013, she has focused on writing and updating comprehensive plans, crafting zoning codes and development regulations, and serving as the staff planner to both Mason, OH and Loveland, OH. Prior to MDC, Ms. Fields worked as a planner for the City of Colorado Springs, CO and the Town of Windsor, CO. Ms. Fields is the author of the Blue Ash, Ohio, Springdale, Ohio, and Morehead, Kentucky codes, and recently completed an update to the Delhi Township, Ohio code. She is currently working on a variety of zoning district standards in Dublin, Ohio, and a zoning code and land use plan update in West Chester, Ohio.



C. GREGORY DALE, FAICP - SENIOR ADVISOR

Mr. Dale, a founding Principal with McBride Dale Clarion will serve as an advisor to the team on matters related to policy, practices, and facilitating public engagement. He has over 34 years of planning experience and his expertise includes comprehensive plans, regional plans, growth management plans, land use regulations, citizen outreach programs, planning for historic areas, and expert testimony on planning, zoning, and land use development issues. Mr. Dale is also a coauthor to The Citizen's Guide to Planning and The Planning Commissioner's Guide; both publications being used as planning education tools for newly elected officials and planning commissioners in training.



LEONARD KENDALL, AICP - PLANNER

Mr. Kendall is a new member to the MDC team and brings over five years planning experience in the public and non-profit sectors. He specializes in zoning, downtown revitalization, public engagement, creative placemaking, gateway enhancement, and multi-modal mobility. Prior to MDC, Mr. Kendall worked as Director of Planning and Mobility for the Downtown Partnership in Colorado Springs, CO as well as a planner for El Paso County, CO.



SWAPNA NATESH BABU - PLANNER

Swapna Natesh Babu is an urban planner/designer and is a new member to the MDC team. She is a proponent for sustainable urban design and inclusive community development practices. Her skills include creative placemaking, strategizing for neighborhood revitalization, mapping and analysis, 3D modelling and rendering, and graphic illustration. She previously worked as an Urban Planner with a private design firm Dekker Perich Sabatini (DPS) in Albuquerque, NM and as an Architect with Horizon Architects and Associates in India.

Elizabeth Fields, AICP

EDUCATION

University of Cincinnati
College of Design, Architecture,
Art and Planning
Bachelor of Urban Planning -
2007

CERTIFICATIONS

American Institute of Certified
Planners 024672

AREAS OF EXPERTISE:

- Planning Staff Services
- Zoning Code Updates
- Design Guidelines
- Comprehensive Plans
- Land Use Planning
- Strategic Redevelopment Plans
- Implementation

MEMBERSHIPS/AFFILIATIONS

- Member, American Planning Association
- Member, Ohio Chapter of the American Planning Association

PROFESSIONAL HISTORY

- McBride Dale Clarion
2013 to present
- Town of Windsor, Colorado,
Associate Planner
2009-2013
- City of Colorado Springs,
Colorado, Planner I
2007-2009

SPEAKING ENGAGEMENTS

- Breweries, Wineries, and Bed and Breakfasts, Oh My!
- Design Matters:
Comprehensive Planning
for Meaningful Growth
Management and Placemaking
- Regulating Home Occupations
- Trends in Land Use
- It's Getting Hot in Here, So
Update All Your Codes!

Ms. Fields is a certified planner and has worked in the planning field since 2007. Since joining McBride Dale Clarion in 2013, she has worked on a variety of projects including reviewing and drafting zoning regulations and design standards, assisting with comprehensive and land use planning projects, and conducting research and analysis for area plans and strategic redevelopment projects. She additionally serves as planning staff for the Ohio cities of Loveland and Mason where she reviews site plans, prepares staff reports, and presents at public meetings.

Professional Experience

COMPREHENSIVE PLANS AND AREA PLANS

Ms. Fields has worked on comprehensive plans, land use plans, and area plans both in Ohio and nationally. This experience includes research and analysis, public outreach, visioning and goal setting, policy development, plan writing, mapping, and graphic elements.

PLANNING STAFF

Ms. Fields currently serves as planning staff for the cities of Mason, Ohio and Loveland, Ohio. In this role she reviews site and development plans, drafts planning commission memos, presents at planning commission, and meets with developers and residents on potential development projects.

ZONING REGULATIONS

Ms. Fields has been involved with reviewing and drafting zoning regulations for a number of communities. This experience ranges from complete zoning code re-writes to drafting topic-specific regulations including Planned Unit Development sections, parking codes, sign regulations, and design guidelines.

Relevant Project Experience

WEST CHESTER TOWNSHIP, OHIO

Zoning Resolution and Comprehensive Land Use Plan Update,
Project Manager/Lead Drafter - current

DUBLIN, OHIO

Dublin Corporate Area Zoning Regulations and Design Guidelines
and West Innovation District Zoning Regulation and Design
Guidelines, Project Manager/Lead Drafter - current

DELHI TOWNSHIP, OHIO

Zoning Ordinance Update, Project Manager - 2021
Delhi Pike Business Corridor Zoning Regulations - 2017

MASON, OHIO

Planning Staff Services - 2014-current
Downtown District Standards, Lead Drafter - current

HILLSBORO, OHIO

Zoning Code Update, Project Manager - 2017

BLUE ASH, OHIO

Zoning Code Update, Project Manager - 2017
Land Use Plan Update, Project Manager - 2015

C. Gregory Dale, FAICP

EDUCATION

University of Cincinnati
College of Design, Architecture,
Art and Planning
Master's Degree in Urban
Planning

Georgetown College
Georgetown, KY
B.S., Political Science and
Sociology,
Cum Laude

CERTIFICATIONS

Fellow of the American Institute of
Certified Planners 004684

AREAS OF EXPERTISE

- Comprehensive Plans
- Land Use Planning
- Growth Management Plans
- Intergovernmental Coordination
- Public Participation

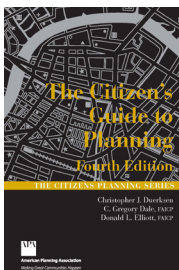
PUBLIC SERVICE

- Ohio Chapter of the American Planning Association, President, 1986-1988
- APA Chapter Presidents' Council, Executive Committee, 1988-1990
- APA Planning and Law Division, Secretary/Treasurer, 1990-1992
- Cincinnati Historic Conservation Board, Former Board Member
- Victory Neighborhood Services Board of Directors, Former Board Member
- Columbia Tusculum Economic Development Corporation, Founding Trustee
- American Planning Association, Member
- Ohio Chapter of the American Planning Association, Member

Greg Dale is a founding Principal with McBride Dale Clarion. He has managed planning projects throughout the country and has expertise in comprehensive plans, growth management plans, land use regulations, citizen outreach programs, and planning for historic areas. He also provides expert testimony on planning, zoning, and land use development issues.

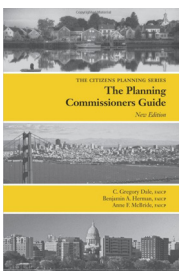
Publications

THE CITIZEN'S GUIDE TO PLANNING 2009



Mr. Dale coauthored this publication along with Christopher J. Duerksen and Donald L. Elliott. The guide has recently been updated to better serve the activists, bureaucrats, and elected officials that have consulted the book for decades. This publication is primarily aimed at nonprofessionals, being an ideal guide to newly elected officials learning about planning for a sustainable world.

THE PLANNING COMMISSIONERS GUIDE 2013



Mr. Dale, along with Anne McBride and Ben Herman, have authored The Planning Commissioners Guide. The publication has been designed to create a step by step guide for new planning commission members off on the right foot. The eight chapters cover the roles and responsibilities of planning commissioners, how to prepare for and be an active informed commissioner and how to run effective meetings while steering clear of ethical issues.

PLANNING COMMISSIONER'S JOURNAL

Mr. Dale has been a contributing columnist for the Planning Commissioners Journal since it was established in 1991. He has contributed forty articles dealing with a range of planning issues, including how to address difficult ethical issues.

Relevant Project Experience

DAYTON ON MAIN-REDEVELOPMENT PROJECT

PUD Process and Development Support - current

DUBLIN, OHIO

Bridge Street Corridor Standards - current
Historic District Standards - 2021

MASON, OHIO

Downtown District Standards - current

MIDDLETOWN, OHIO

Comprehensive Master Plan - current

WILLIAMSON COUNTY, TENNESSEE

Comprehensive Land Use Plan Update - 2020

Leonard Kendall, AICP

EDUCATION

University of Massachusetts,
Amherst - Master of Regional
Planning - 2016

Central Connecticut State
University - Bachelor of Business
Management - 2011

CERTIFICATIONS

American Institute of Certified
Planners 32961

AREAS OF EXPERTISE:

- Planning Staff Services
- Zoning Code Updates
- Design Guidelines
- Downtown Revitalization
- Land Use Planning
- Public Engagement
- Economic Development

MEMBERSHIPS/AFFILIATIONS

- Member, American Planning Association
- Member, Congress for New Urbanism

PROFESSIONAL HISTORY

- Downtown Partnership of Colorado Springs, CO - Director of Planning & Mobility 2019 to 2021
- El Paso County, CO Planner 1 - 2017-2019
- Town of Greenwich, CT, Planning Assistant 2016-2017

Len Kendall is a new member to the MDC team and has been working in the planning profession since 2016, with experience in the public, private, and non-profit sectors. He specializes in zoning, downtown revitalization, public engagement, creative placemaking, gateway enhancement, and multi-modal mobility. Prior to MDC, Mr. Kendall worked as Director of Planning and Mobility for the Downtown Partnership in Colorado Springs, CO as well as a planner for El Paso County, CO.

Professional Experience

PUBLIC ENGAGEMENT

Mr. Kendall, through his role as Director of Planning and Mobility with the Downtown Partnership of Colorado Springs, facilitated conversations between business owners, residents, city staff, and developers in order to pursue a more multi-modal, pedestrian friendly, and livable Downtown.

ZONING AND DESIGN STANDARDS

Mr. Kendall has reviewed and administered zoning regulations in multiple jurisdictions. This includes reviewing potential developments against such standards, interpreting zoning regulations, and drafting amendments to subdivision and zoning regulations.

PLANNING STAFF

Mr. Kendall has previously served as a planner for two jurisdictions: El Paso County, Colorado and the Town of Greenwich, CT. In these roles he reviewed and processed site plan applications, prepared written memos, presented at public meetings, and coordinated with stakeholders. Currently, he is serving as a staff planner for Hamilton Township, Ohio where he is reviewing zoning applications, drafting staff reports, and presenting at public meetings.

Relevant Project Experience

HARRISON TOWNSHIP, OH

Planning Staff Services - current

WEST CHESTER TOWNSHIP, OHIO

Zoning Resolution and Comprehensive Land Use Plan Update, Drafter - current

DUBLIN, OHIO

Dublin Corporate Area Zoning Regulations and Design Guidelines and West Innovation District Zoning Regulation and Design Guidelines, Drafter - current

DOWNTOWN COLORADO SPRINGS, COLORADO

State of Downtown Report - Mobility and Outdoors Section - 2020
Review of Form Based Code - 2020

EL PASO COUNTY, COLORADO

Your El Paso Master Plan - Public Engagement/Outreach - 2019

Swapna Natesh Babu

EDUCATION

University of Cincinnati
College of Design, Architecture, Art
and Planning
Master of Community Planning -
2020

Anna University
School of Architecture
Chennai, India
Bachelor of Architecture - 2017

Swapna Natesh Babu is an urban planner/ designer and is a new member to the MDC team. She is a proponent for sustainable urban design practices. Her skills include creative placemaking, strategizing for neighborhood revitalization, mapping and analysis, 3d modelling and rendering, and graphic illustration. She previously worked as an Urban Planner with a private design firm in Albuquerque, New Mexico and as an Architect with Horizon Architects and Associates, India.

Professional Experience

AREAS OF EXPERTISE:

- Urban Design
- Downtown and Campus Master-planning
- GIS Mapping and analysis
- Graphic Illustration
- 3d Modeling

MASTER PLANNING

Ms. Natesh Babu has assisted in the Master Planning process for various cities and counties through her tenure as Urban Planner in New Mexico. She has documented and conducted extensive analysis of existing conditions, and was responsible for resource mapping, opportunities and constraints studies, visioning exercises and generating conceptual models for proposal exhibits. She has also assisted in facilitating public and stakeholder meetings in this process.

PROFESSIONAL HISTORY

- Dekker Perich Sabatini, Albuquerque, NM - Urban Planner (2020- 2021), Intern Planner (2019)
- Horizon Architects and Associates, Trichy India - Junior Architect

URBAN DESIGN

Ms. Natesh Babu has worked on and contributed to multiple urban development projects through various stages spanning from conception to approval and development . This includes research and presentation of development strategies, schematic design, graphic illustration and renderings.

Relevant Project Experience

MASON, OHIO

Downtown District Standards - current

LOVELAND, OHIO

Comprehensive Plan Update - current

CLINTON COUNTY, OHIO

Comprehensive Plan Update - current

PUEBLO COUNTY, COLORADO

Comprehensive Plan Update - current

CITY OF LOS ALAMOS, NEW MEXICO

Downtown Master Plans for Los Alamos and White Rock - ongoing

CITY OF PEORIA, ARIZONA

Downtown Redevelopment and Design Guidelines - 2019

HOBBS, NEW MEXICO

Campus Master plan for the New Mexico Junior College - 2019

OUR EXPERIENCE

MDC is comprised of a diverse and talented group of professional planners that have written and managed successful projects across the United States ranging from zoning codes to comprehensive plans to growth management strategies. Examples of our work are included on the following pages.

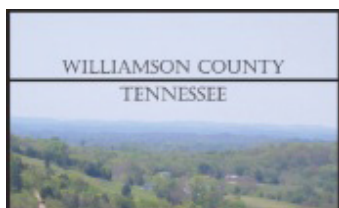
PROJECT EXAMPLES

- Blue Ash, OH | Land Use Plan and Zoning Code Update
- Delhi Township, OH | Zoning Resolution Updates and Delhi Pike Regulations
- Springdale, OH | Zoning Code, Comprehensive Plan, and Staff Services
- Mason, OH | Downtown Zoning Regulations and Staff Services



Award Winning Projects

We are proud that several of our firm's projects have been recognized as exemplary efforts. Our plans have garnered national attention in the planning community, including:

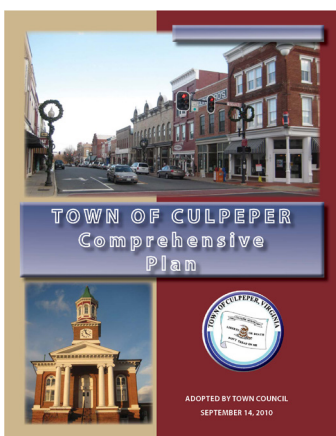


Williamson County, Tennessee | Williamson 2040: Comprehensive Plan

2020 Excellence in Land Use Initiatives Award by the Greater Nashville Regional Council (GNRC)

Portsmouth, Virginia | Build One Portsmouth: Comprehensive Plan

2019 APA Award for Resilient Virginia Community of the Year - In association with Clarion Associates, The Miles Agency, TischlerBise, UNC Asheville, planningNEXT & Kimley-Horn



City of Columbia & Richland County, South Carolina | Plan Together

2016 SCAPA Outstanding Multi-Jurisdictional Plan - In association with Clarion Associates & planning NEXT

Cincinnati, Ohio | Plan Cincinnati: A Comprehensive Plan for the Future

2014 Daniel Burnham Award for a Comprehensive Plan and 2013 Ohio APA Outstanding Plan – In association with planning NEXT

Columbus, Ohio | East Franklinton Creative Community District Plan

2013 National Planning Excellence Award for Innovation in Economic Development & Planning – In association with Goody Clancy & planning NEXT

Williamson County, Tennessee | Zoning Ordinance

2013 Tennessee APA Award for Best Implementation Project and 2013 Greater Nashville Regional Council's Local Government Award

Williamson County, Tennessee | Comprehensive Land Use Plan

2008 Tennessee APA Outstanding Comprehensive Plan Award for a Large Community

THRIVE 2055 | Regional Plan (Alabama, Georgia, Tennessee Tri-State)

Web Site and Public Relations Campaign – In association with Neathawk, Dubuque and Packett



Nashville/Davidson County, Tennessee | Nashville: Naturally – Nashville Open Space Plan

2012 Tennessee American Society of Landscape Architects Award of Merit – In association with The Conservation Fund

Culpeper, Virginia | Comprehensive Plan

2012 Virginia APA Outstanding Plan Award

Charleston County, South Carolina | Comprehensive Plan Update

2010 South Carolina Outstanding Planning Project Large Jurisdiction – In association with planning NEXT

Franklin, Tennessee | Zoning Ordinance

2008 Tennessee APA Outstanding Planning Project/Program/Tool Award for a Small Community

Franklin, Tennessee | Land Use Plan

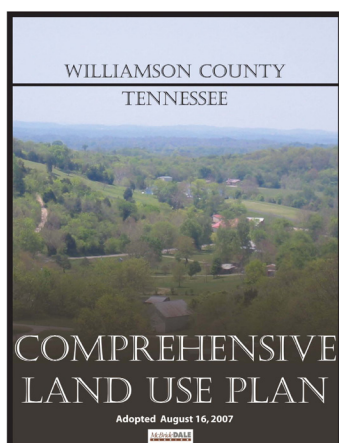
Cumberland Region Tomorrow 2003 Excellence Award

Beaufort County, South Carolina | Southern Beaufort County Regional Plan

2006 South Carolina Outstanding Planning Project

Montgomery, Ohio | Corridor Design Guidelines

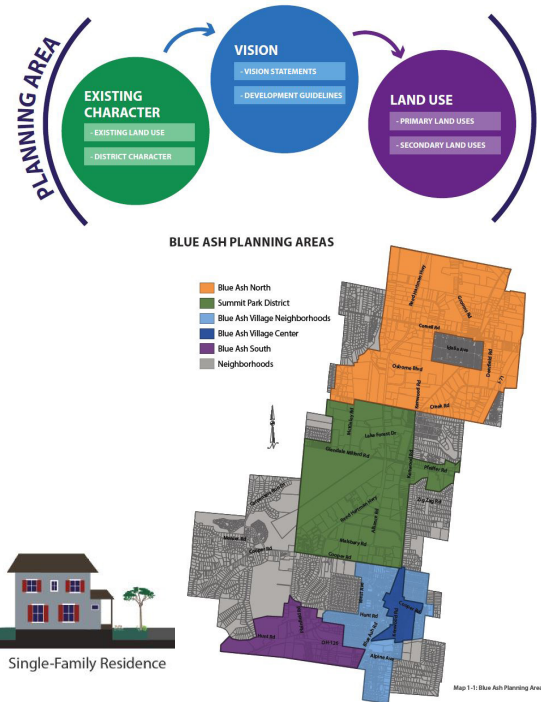
2006 Hamilton County Regional Planning Frank Ferris II Award for Excellence in Planning



Project Examples

City of Blue Ash, Ohio

LAND USE PLAN AND ZONING CODE UPDATE



ZONING CODE ADOPTED | 2017 LAND USE PLAN ADOPTED | 2015

Blue Ash, Ohio is located in the heart of the Greater Cincinnati metropolitan area and is well known for its small town charm, top-rated amenities, major employers, and big city access. Blue Ash's current estimated population is 12,252.

In 2014, the city retained McBride Dale Clarion to update the City of Blue Ash's Land Use Plan and Zoning Code. The land use plan, which was adopted by the city in June of 2015, is a graphically-rich vision document that focuses on development form, scale, and character.

The plan divides the city into six unique planning areas wherein their unique vision, goals, and appropriate land uses are defined. The land use plan update has set the foundation for the zoning code update, which has been completed and was adopted in January 2017.

The code update included innovative techniques including a market-led parking regulation, new zoning districts that align with the plan's boundaries, and citywide architectural standards.

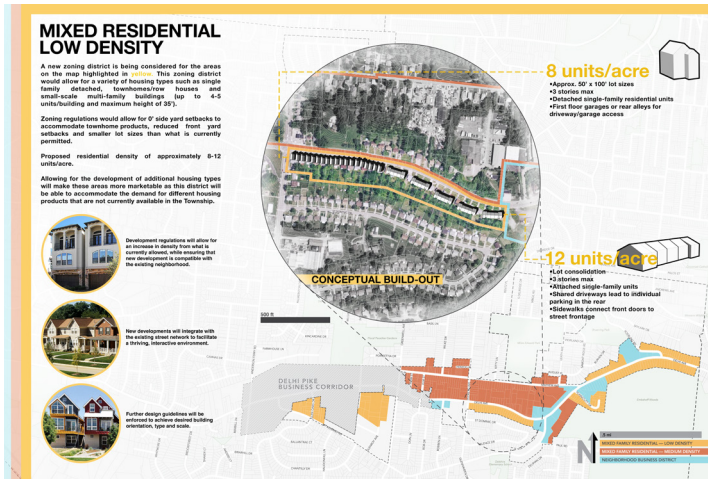
The engagement for these projects included a series of focus-group meetings with residents, business owners, young professionals, and elected officials. This feedback was used as the foundation for the Land Use Plan and the Zoning Code.

CONTACT INFORMATION

Kelly Harrington
Assistant City Manager
Blue Ash, Ohio
P: 513.745.8503
E: kharrington@blueash.com

Delhi Township, Ohio

ZONING RESOLUTION UPDATES AND DELHI PIKE REGULATIONS



ZONING RESOLUTION UPDATE | ADOPTED 2021 DELHI PIKE REGULATIONS | ADOPTED 2017 PARKING/SIGNAGE | ADOPTED 2014

MDC has worked with Delhi Township numerous times over the years on a variety of projects. Most recently, MDC has completed a number of projects focused on updating specific sections of their zoning resolution. Delhi's current estimated population is 29,786.

In 2014, MDC worked with staff to update their parking and signage regulations. The purpose of this update was to reduce the overall parking requirements in an effort to minimize the overabundance of parking in their commercial districts and to modernize their signage regulations.

In 2017, MDC worked with the township to draft new regulations for the Delhi Pike corridor. The new zoning regulations were intended to implement the vision established in the Delhi Pike Strategic Redevelopment Plan.

The project was conducted over two phases. The first focused on the core business district while the second phase focused on the more residential areas of the corridor. MDC drafted a total of three new zoning districts in association with this project all of which included updated permitted uses, development standards, building design and landscaping requirements.

Outreach included a series of focus group meetings with property owners and district stakeholders.

In 2020, the township once again retained MDC to complete an overall update and refreshment of their Zoning Resolution. This included a new modern template, re-organization of regulations, and new PUD, parking, landscaping, and use standards. The new code was adopted in March 2021 and will become effective April 12, 2021.

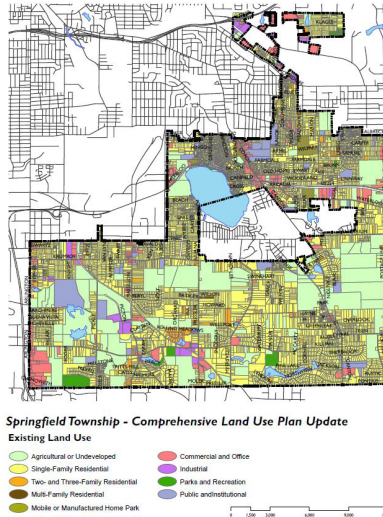
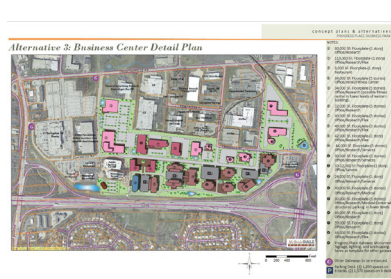
CONTACT INFORMATION

Greg DeLong
Community Development Director
Delhi Township, Ohio
P: 513.922.2705
E: gdelong@delhi.oh.us

MCBRIDE DALE CLARION | 23

City of Springdale, Ohio

ZONING CODE, COMPREHENSIVE PLAN, AND STAFF SERVICES



ZONING CODE | ADOPTED 2015 COMPREHENSIVE PLAN | ANTICIPATED ADOPTION 2021

McBride Dale Clarion staff have worked with the City of Springdale since 1995 to provide the city with comprehensive planning services. As their city planner, Anne F. McBride, FAICP, reviews all zone map amendments and site plans that are submitted to the city and reports to the Planning Commission at their regular monthly meetings.

Focused on maintaining a balanced community, Springdale retained MDC to prepare its first comprehensive plan in 2002. Identifying specific focus areas, MDC staff worked with the Steering Committee to identify strategies that accurately represent the city's position

on development and land use issues.

MDC staff members have also assisted Springdale with a variety of special projects including providing assistance in drafting and documenting a Sexually Oriented Business Ordinance and the preparation of regulations pertaining to the location of news racks within a public right-of-way. MDC has prepared redevelopment concepts for marketing and special redevelopment funding opportunities for two high profile business sites in the city.

In 2014-2015, MDC updated the city's zoning code and has continued to work with the city

on a number of updates to those regulations throughout the last 5 years.

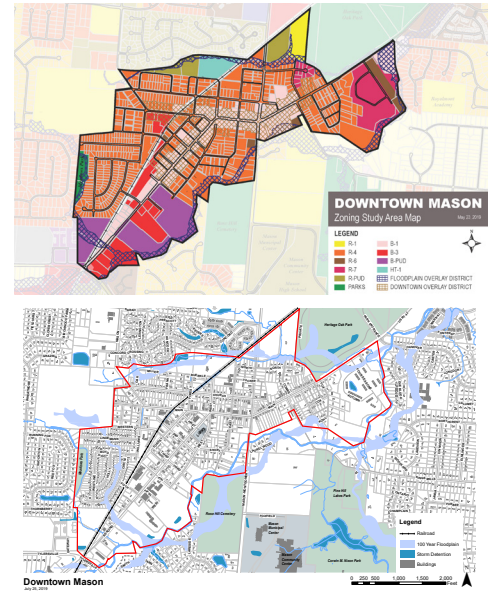
Currently, MDC is assisting the city with an update to their original Comprehensive Plan. The update will focus on four main focus areas: economic vitality, parks and recreation, connectivity and transportation, and housing. For more information visit the plan website at www.planspringdale.org.

CONTACT INFORMATION

John Jones
City Manager
City of Springdale, Ohio
P: 513.346.5700
E: jjones@springdale.org

City of Mason, Ohio

DOWNTOWN ZONING REGULATIONS & STAFF SERVICES



DOWNTOWN ZONING REGULATIONS | ANTICIPATED ADOPTION 2021 STAFF SERVICES | 2014-CURRENT

Elizabeth Fields has served as staff planner to the City of Mason since 2014. With this role she meets with developers on potential development projects, reviews site plans, writes staff reports, presents to planning commission, and answers daily questions from residents and potential developers.

In 2019, the city retained MDC to evaluate and update their downtown zoning regulations. The city currently has a downtown zoning overlay and enforces historic design guidelines in the central business district. Many of these

guidelines, though, are no longer appropriate or applicable for the infill and redevelopment projects that Downtown Mason is experiencing.

This project is currently ongoing but it is anticipated that the historic design guidelines and overlay district will be revoked and new zoning regulations will be drafted with the intention to streamline the development review process, while still ensuring quality development occurs in Downtown Mason.

CONTACT INFORMATION

Brian Lazor
Planning and Economic Manager
City of Mason, OH
P. 513.229.8520 office
blazor@masonoh.org

PROPOSED FEE & SCHEDULE

We propose to complete the project at hand for \$94,000 within an approximate 16-26 month time frame. The project approach along with the budget and schedule can be refined in conversations with city staff prior to commencing the project.

BUDGET OVERVIEW

The project budget shown below is inclusive of all professional services provided, off-site and on-site meetings and all direct costs such as copies or mileage.

	Estimated Cost
Project Initiation	\$10,000
Code Diagnosis and Outline	\$15,000
Drafting of the Regulations	\$60,000
Adoption and Final Production	\$12,000
Project Total	\$97,000

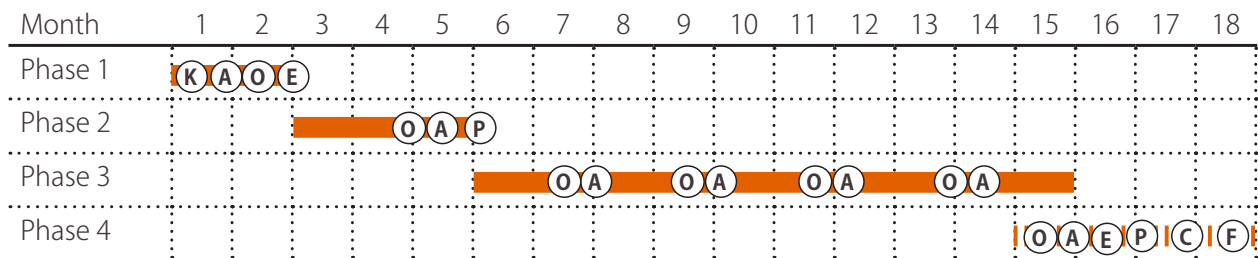
PERSONNEL HOURLY RATES

The following are the hourly rates for the primary project personnel. MDC may also utilize lower cost personnel for certain elements of the code update process.

- Greg Dale, FAICP, Principal - \$185/hour
- Elizabeth Fields, AICP, Senior Planner - \$135/hour
- Len Kendall, AICP, Planner - \$85/hour
- Swapna Natesh Babu, Planner - \$85/hour
- Administrative/Technical Support - \$55/hour

Project Schedule

We recommend an approximate 14 month schedule to prepare the public review draft with an additional 2-4 months for review and adoption, followed by up to 6 months of on-demand staff training. This allows for an efficient process that manages participant fatigue while maintaining adequate momentum and a sense of accomplishment. However, this process could be expanded to accommodate for holidays, extended review periods, and meeting schedules as needed. In the schedule below Month 1 is assumed to be August 2021.



Production
Review/Adoption

K - Project Kick-Off
E - Public Events
O - Online Engagement Opportunities
A - Advisory Committee Meetings
P - Planning Commission Meeting/Hearing
C - City Council Meeting/Hearing
F - Final Delivery

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH McBRIDE DALE CLARION TO UPDATE CHAPTER 11 OF THE CODIFIED ORDINANCES OF FAIRFIELD, THE PLANNING AND ZONING CODE AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to enter into a professional contract with McBride Dale Clarion to update Chapter 11 of the Codified Ordinances of Fairfield, the Planning and Zoning Code 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 this project be expedited immediately; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Action Item
Regular Meeting - July 12, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

GB License Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of GB License LLC, 4727 Dixie Highway, Fairfield, OH 45014 (Permit Class C1 and C2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of GB License LLC, 4727 Dixie Highway, Fairfield, OH 45014 (Permit Class C1 and C2).

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

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. GBLicense.LiquorPermit

DEPARTMENTAL CORRESPONDENCE

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

FROM Alisha Wilson, Clerk of Council *AW*

City
of
Fairfield



SUBJECT Request for Background Check – Liquor Permit

DATE 6/17/21

Attached is a liquor permit application in the name of GB License LLC, 4727 Dixie Highway, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Thursday, July 1, 2021.**

This item will be added to Council's Regular Meeting agenda of Monday, July 12, 2021.

Thank you for your assistance.

c: Don Bennett, Acting City Manager
File

Attachment: GBLicense.LiquorPermit (2902 : GB License 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

30612130040		NEW		GB LICENSE LLC 4727 DIXIE HWY FAIRFIELD OH 45014
PERMIT NUMBER		TYPE		
ISSUE DATE				
05 17 2021				
FILING DATE				
C1 C2		PERMIT CLASSES		
09	011	A	C98600	
TAX DISTRICT		RECEIPT NO.		

FROM 06/10/2021

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



MAILED 06/10/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/12/2021

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 3061213-0040

(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 OfficerCLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014

Attachment: GBLicense.LiquorPermit (2902 : GB License Liquor Permit)



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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

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

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

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

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

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

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

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

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

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-128
TTY/TDD 800-750-075
com.ohio.gov

An Equal Opportunity Employer and Service Provider

Packet Pg. 88

Attachment: GBLicense.LiquorPermit (2902 : GB License Liquor Permit)



DEPARTMENTAL CORRESPONDENCE

Date: 6/28/2021

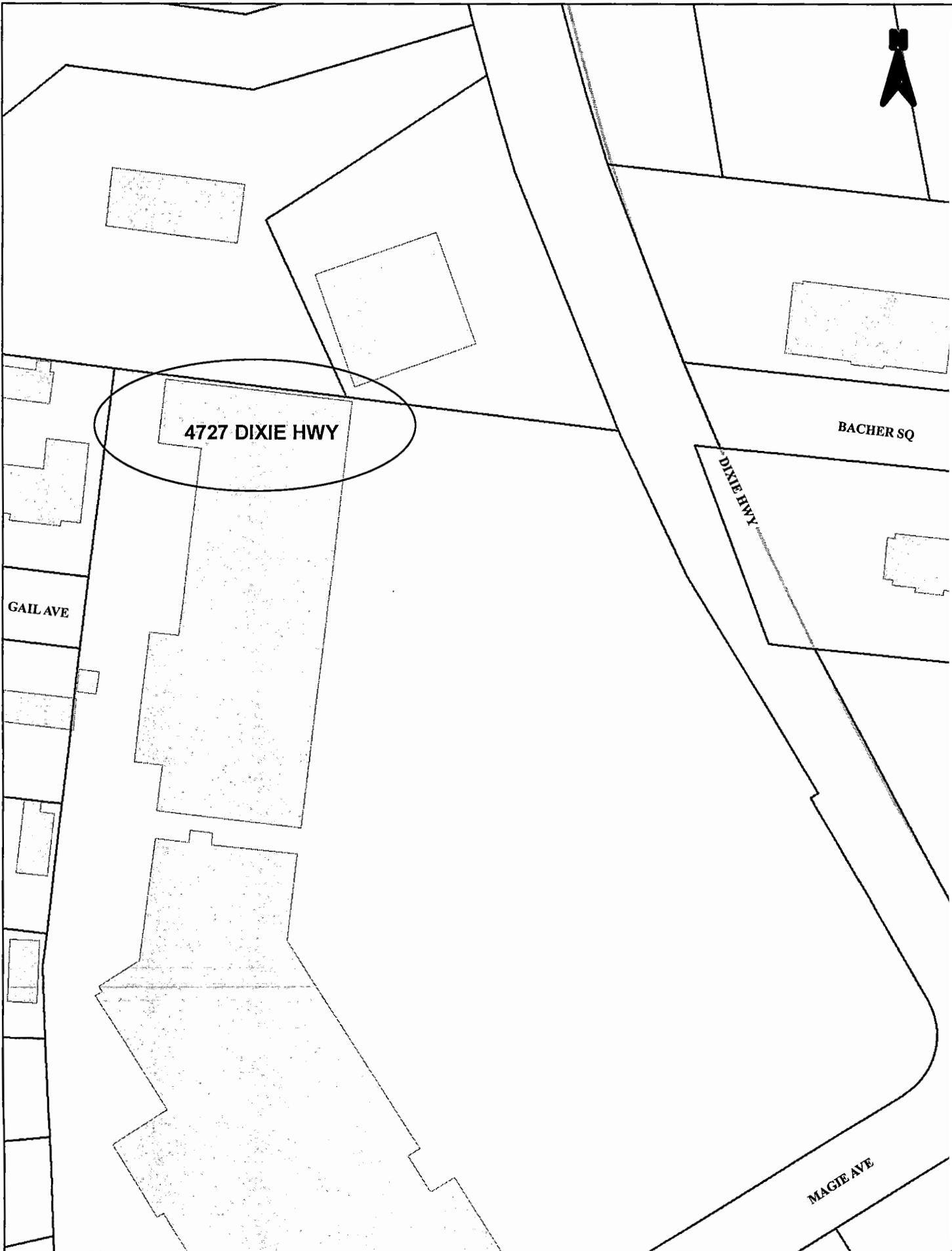
To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director 

Subject: Liquor Permit Application

The business at 4727 Dixie Highway in the name of GB License LLC, is in the C-3, General Business zoning district. It is our understanding that a convenience store will be operating at this location. This is a permitted use within the C-3 zoning district. The consumption of alcohol on-site would require Conditional Use approval from the Planning Commission.

Attachment: GBLicense.LiquorPermit (2902 : GB License Liquor Permit)



Attachment: GBLicense.LiquorPermit (2902 : GB License Liquor Permit)

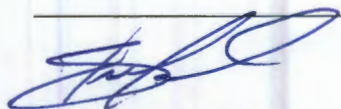
NAME OF ESTABLISHMENT GB License LLC

ADDRESS 4727 Dixie Hwy

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: June 30, 2021

Attachment: GB License Liquor Permit (2902 : GB License Liquor Permit)



Special Report

Date: 6/30/21

To: Chief Maynard

From: Sgt. Lagemann

RE: Liquor Permit GoPuff / GB License LLC

I was advised that a company, GB License LLC, had applied for a C1 and C2 liquor permit at 4727 Dixie Hwy, the old Cupcake Factory location at the end of Hicks Manor shopping center. In the end, I found nothing that would cause the city concern over approving this liquor permit application.

C1 \$252 Beer only in original sealed container for carry out only.

C2 \$376 Wine and mixed beverages in sealed containers for carry out.

I spoke with Zoning and we both had trouble finding information about this business. The Ohio Department of Commerce site that lists liquor permit information did not list this permit application which happens sometimes as the permit owner information just had not been updated. Zoning found the business name "GoPuff" connected to an electrical permit issued for the address. I did some research on GoPuff, reviewing their company structure and reading reviews from many sites. I located a phone number and was ultimately put in contact with their legal department. I spoke with Maria Blake who is located in New Jersey, but is responsible for securing liquor permits in Ohio. We spoke at length about the company. I will summarize the conversation.

GoPuff is a subsidiary of GoBrands Incorporated. GB Licensing LLC is the liquor license securing arm of GoBrands. GoPuff is an app based business that delivers items that would be stocked in a convenience store, including beer and wine. Through research prior to speaking with Ms Blake I learned that GoPuff is not associated with marijuana or cigarettes, as they do not deliver either of these items. Ms Blake said the name originated from the founders of the company who were two college students delivering hookahs on a college campus.

Per their website GoPuff services over 550 cities in 42 states with over 250 "distribution centers". The Fairfield location will be a distribution center. Other distribution centers have recently opened in Northern Kentucky, Hyde Park, and Oakley. GoPuff started on college campuses, expanded to larger cities, and is now moving to suburbs of larger cities. The company does not use franchises so all of the properties and licenses are owned by the GoBrands Corporation.

Per Ms Blake the Fairfield location will not be a convenience store that is open to the public. They will not have a large sign, but plan on having a small sign on the front door. People can download the app then place orders directly from the app. There is a charge of \$1.95 per delivery or they offer monthly subscription rates that cover all delivery charges. If alcohol is delivered, the delivery people are responsible for checking, and scanning in, identifications to assure that people are the appropriate age. They will have cameras inside and out and a front door that automatically locks. Ms Blake said they have a Zoning Compliance Office that pre-screens all potential locations so she assumes there will be no issues with our city Zoning Department.

I read several articles about the GoPuff business model and everything seems legitimate. I called several police agencies that have GoPuff locations in their jurisdictions. None of those police agencies were aware the business was in their city so assume there are no issues. The reviews for GoPuff from Yelp and other sites is largely negative because of issues with items being left off their order, deliveries that take too long, and GoPuff refusing to give refunds. I found no negative comments about the locations of the "distribution centers".

DEPARTMENTAL CORRESPONDENCE

11.B.1.a

City
of
Fairfield



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

FROM Alisha Wilson, Clerk of Council

SUBJECT Request for Background Check – Liquor Permit

DATE 6/17/21

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Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Thursday, July 1, 2021.**

This item will be added to Council's Regular Meeting agenda of Monday, July 12, 2021.

Thank you for your assistance.

c: Don Bennett, Acting City Manager
File

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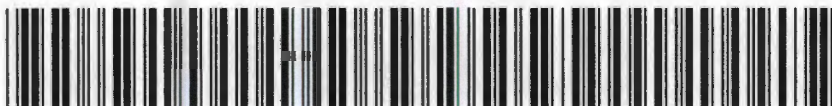
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AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3168

TO

30612130040		NEW	GB LICENSE LLC 4727 DIXIE HWY FAIRFIELD OH 45014
PERMIT NUMBER		TYPE	
ISSUE DATE			
05 17 2021			
FILING DATE			
C1 C2		PERMIT CLASSES	
09	011	A	C98600
TAX DISTRICT		RECEIPT NO.	

FROM 06/10/2021

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



MAILED 06/10/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/12/2021

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(TRANSACTION & NUMBER)

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

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



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Construction Award for Winton / South Gilmore Road at Interstate 275 – Ramp Y (PID 107866)

Legislation Title:

Ordinance to authorize the Acting City Manager to enter into a contract with Barrett Paving for Winton / South Gilmore Road at Interstate 275 – Ramp Y (PID 107866)

Recommendation:

The staff recommends that City Council authorize the City Manager to enter into a contract with Barrett Paving for the 2021 HAM-CR 239-9.81 (PID 107866) I-275 Ramp “Y” improvements Project.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$800,000.00 from the Street Improvement Fund for this project with reimbursement of 80% of expenditures to come from an OKI grant.

Background/Synopsis:

Mead & Hunt provided the City with a complete interchange operations study meeting Ohio Department of Transportation (ODOT) requirements. This study did identify feasible alternatives and determined a preferred alternative for improvements to the westbound on-ramp and was funded by the City.

The Butler County Transportation Improvement District (BCTID) and Hamilton County Transportation Improvement District (HCTID) worked cooperatively to fund the base engineering for this project. The reimbursement for approximately \$144,000 in engineering has already been received by the City for work done by Mead & Hunt.

The City asked for funding from OKI for financial assistance for construction back in 2017. The funding awarded was for 80% of the total construction (up to \$784,000 of \$980,000).

This project is identified in the current 2021-2025 Capital Improvement Program as 1PW29.

The interchange and South Gilmore corridor improvements were completed in 2014. Ramp improvements were not approved at that time because they would add traffic to the interstate during the peak hour. This remains an area of high congestion and is a significant economic corridor with land for development and redevelopment available. It is the City’s desire to provide improvements through the widening of South Gilmore and the Westbound Ramp “Y” that will allow for improved operation of southbound South Gilmore Road while meeting ODOT’s traffic

requirements. The study from Mead and Hunt in 2017 determined that the designed option will allow for these improvements to be made.

Final plans have been approved and no additional right of way was required with this project. Duke Energy relocated a street light for the City last year as the only private utility work that was needed to clear the path for this project.

Public Works advertised this project and bids were opened on June 28, 2021 for the 2021 HAM-CR 239-9.81 (PID 107866) I-275 Ramp “Y” improvements Project. Four (4) bids were received. The complete bid results are attached.

The lowest and best bidder is Barrett Paving. City staff is working with ODOT in order for the City to award and administer this project through the Local Public Agency process.

Financial Impact:

The financial impact of the project is the requested funding of \$800,000.00 (\$726,331.26 base bid and a contingency of \$73,668.74) from the Street Improvement Fund.

Approximately \$640,000.00 of this work will be reimbursable from an Ohio Kentucky Indiana Regional Council of Governments (OKI) Grant.

Emergency Provision Explanation:

A suspension of rules is being requested in order to award the project in time for fall construction and due to the potential of lead time problems on construction materials.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. I-275 WB Ramp Improvement Sketch
2. HAM CR239 9.81 I-275 Ramp Y - Barrett Paving
3. HAM-CR239-9.81 PID 107866 I-275 Ramp Y Improvements (PDF)
4. Barrett Paving-Ord

South Gilmore and I-275 Ramp "Y" Improvements

11.C.1.a



Attachment: I-275 WB Ramp Improvement Sketch (1899 : Construction Award for Winton / South Gilmore Road at Interstate 275 – Ramp Y (PID

1/15/2021 Revision

For the last several years the “As Per Plan” designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The “As Per Plan” designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an “As Per Plan” designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an “order of precedence” basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he has ..., **has not** ..., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ..., **has not** ..., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must circle the appropriate “has or has not” above.*

7. **PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE**

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

8. **PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES**

(a) Certification of Non-segregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the “Certification of Non-segregated Facilities” in this proposal. This certification provides that the bidder

1/15/2021 Revision

Appendix A

Checklist for Bidders- Federally Funded Projects with a DBE Goal

- ☒ Quotes have been obtained by DBE firms for participation on the project
- ☒ NAICS codes have been verified on the Ohio Unified DBE Directory that the DBE firms to be utilized can be applied toward the project goal for the specific work wanted:
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>
- ☒ DBE Utilization Plan has been completed & submitted electronically prior to bid opening via: https://odot.formstack.com/forms/dbe_copy (This applies to all Bidders including DBE Firms)
- ☒ The Utilization Plan submitted as described above, meets or exceeds the DBE Goal established for the project

1/15/2021 Revision

- ☐ If the DBE Goal has not been met that Good Faith Efforts have been submitted prior to bid to opening to: Dot.contractslettingmgr@dot.ohio.gov

- ☐ The affirmation form that is required 5 calendar days after bid opening has been downloaded ready to send out to all DBE firms listed on the Utilization Plan:
<http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>.

Section N
Bid Form

11.C.1.b

ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
ROADWAY						
201	11000	LS		CLEARING AND GRUBBING	\$5,850-	\$5,850-
202	23000	1393	SY	PAVEMENT REMOVED	\$23-	\$32,039-
202	32500	567	FT	CURB AND GUTTER REMOVED	\$9.25	\$5,244.75
202	35100	145	FT	PIPE REMOVED, 24" AND UNDER	\$29.50	\$4,277.50
202	38000	615	FT	GUARDRAIL REMOVED	\$5-	\$3,075-
202	58100	2	EACH	CATCH BASIN REMOVED	\$695-	\$1,390-
202	75000	60	FT	FENCE REMOVED	\$15-	\$900-
202	75200	10	FT	FENCE REMOVED FOR REUSE	\$45-	\$450-
203	10000	1673	CY	EXCAVATION	\$20-	\$33,460-
203	20000	3059	CY	EMBANKMENT	\$20-	\$61,180-
203	35110	107	CY	GRANULAR MATERIAL, TYPE B	\$72.50	\$7,757.50
204	10000	2046	SY	SUBGRADE COMPACTION	\$2.50	\$5,115-
204	13000	107	CY	EXCAVATION OF SUBGRADE	\$35-	\$3,745-
204	45000	2	HOUR	PROOF ROLLING	\$200-	\$400-
204	50000	263	SY	GEOTEXTILE FABRIC	\$4-	\$1,052
606	15050	400	FT	GUARDRAIL, TYPE MGS	\$25-	\$10,000-
606	26150	2	EACH	ANCHOR ASSEMBLY, MGS TYPE E MASH 2016	\$2500-	\$5,000-
606	26550	2	EACH	ANCHOR ASSEMBLY, MGS TYPE T	\$1,000-	\$2,000-
607	23004	10	FT	FENCE REBUILT, TYPE CLT	\$75-	\$750-
878	25000	LS		INSPECTION AND COMPACTION TESTING OF UNBOUND MATERIALS	\$6,600-	\$6,600-

EROSION CONTROL						
601	21050	7.5	SY	TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMENT	\$250-	\$1,875-
659	00100	2	EACH	SOIL ANALYSIS TEST	\$125-	\$250-
659	00300	413	CY	TOPSOIL	\$46-	\$18,998-
659	10000	2215	SY	SEEDING AND MULCHING	\$1.80	\$3,987-
659	14000	147	SY	REPAIR SEEDING AND MULCHING	\$1.80	\$264.60
659	15000	147	SY	INTER-SEEDING	\$0.50	\$73.50
659	20000	0.41	TON	COMMERCIAL FERTILIZER	\$800-	\$328-
659	31000	0.6	ACRE	LIME	\$50	\$30-
659	35000	17	MGAL	WATER	\$1-	\$17-

Attachment: HAM CR239 9.81 I-275 Ramp Y - Barrett Paving (1899 : Construction Award for Winton / South Gilmore Road at Interstate 275 -

**Section N
Bid Form**

11.C.1.b

ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
670	00500	776	SY	SLOPE EROSION PROTECTION	\$2.25	\$1,746 ⁻
832	15000	LS		STORM WATER POLLUTION PREVENTION PLAN	\$1,325 ⁻	\$1,325 ⁻
832	15002	LS		STORM WATER POLLUTION PREVENTION INSPECTIONS	\$2,040 ⁻	\$2,040 ⁻
832	15010	LS		STORM WATER POLLUTION PREVENTION INSPECTION SOFTWARE	\$7,650 ⁻	\$7,650 ⁻
832	30000	30930	EACH	EROSION CONTROL	\$1 ⁻	\$30,930 ⁻

DRAINAGE						
605	05200	50	FT	4" UNCLASSIFIED PIPE UNDERDRAINS	\$18.50	\$925 ⁻
605	11100	1536	FT	6" SHALLOW PIPE UNDERDRAINS	\$14 ⁻	\$21,504 ⁻
605	31100	20	FT	AGGREGATE DRAINS	\$16.50	\$330 ⁻
611	00406	20	FT	4" CONDUIT, TYPE F	\$14.75	\$295 ⁻
611	00510	107	FT	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	\$32.50	\$3,477.50
611	04400	14	FT	12" CONDUIT, TYPE B, 706.02	\$133 ⁻	\$1,862 ⁻
611	98150	1	EACH	CATCH BASIN, NO. 3	\$5,000 ⁻	\$5,000 ⁻
611	99710	4	EACH	PRECAST REINFORCED CONCRETE OUTLET	\$265 ⁻	\$1,060 ⁻

PAVEMENT						
254	01000	1677	SY	PAVEMENT PLANING, ASPHALT CONCRETE 3-1/2"	\$6.75	\$11,319.75
302	46000	410	CY	ASPHALT CONCRETE BASE, PG64-22	\$169 ⁻	\$69,290 ⁻
304	20000	314	CY	AGGREGATE BASE	\$75 ⁻	\$23,550 ⁻
407	20000	591	GAL	NON-TRACKING TACK COAT	\$3.25	\$1,920.75
441	50000	137	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$199 ⁻	\$27,263 ⁻
441	50300	183	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	\$173 ⁻	\$31,659 ⁻
609	12000	418	FT	COMBINATION CURB AND GUTTER, TYPE 2	\$36.50	\$15,257 ⁻

TRAFFIC CONTROL						
621	00100	23	EACH	RPM, WHITE/RED	\$129.80	\$2,985.40
626	00110	4	EACH	BARRIER REFLECTOR, TYPE 2 BI-DIRECTIONAL	\$12 ⁻	\$48 ⁻
630	03100	95	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	\$12 ⁻	\$1,140 ⁻
630	06400	28	FT	GROUND MOUNTED STRUCTURAL BEAM SUPPORT, S4X7.7	\$23 ⁻	\$644 ⁻
630	72330	1	EACH	OVERHEAD SIGN SUPPORT, TYPE TC-12.31, DESIGN 10	\$23,775 ⁻	\$23,775 ⁻
630	72560	1	EACH	OVERHEAD SIGN SUPPORT, TYPE TC-16.22, DESIGN 14	\$20,595 ⁻	\$20,595 ⁻
630	79200	4	EACH	SIGN ATTACHMENT ASSEMBLY, MAST ARM	\$375 ⁻	\$1,500 ⁻

Attachment: HAM CR239 9.81 I-275 Ramp Y - Barrett Paving (1899 : Construction Award for Winton / South Gilmore Road at Interstate 275 -

**Section N
Bid Form**

11.C.1.b

ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
630	79500	4	EACH	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	\$125-	\$500-
630	80100	52	SF	SIGN, FLAT SHEET	\$28-	\$1,456-
630	80200	27	SF	SIGN, GROUND MOUNTED EXTRUSHEET	\$24-	\$648-
630	80224	84	SF	SIGN, OVERHEAD EXTRUSHEET	\$25-	\$2,100-
630	84500	2	EACH	GROUND MOUNTED STRUCTURAL BEAM SUPPORT FOUNDATION	\$900-	\$1,800-
630	84510	2	EACH	RIGID OVERHEAD SIGN SUPPORT FOUNDATION	\$7,000-	\$14,000-
630	84900	2	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	\$25-	\$50-
630	85400	1	EACH	REMOVAL OF GROUND MOUNTED MAJOR SIGN AND DISPOSAL	\$160-	\$160
630	86002	2	EACH	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	\$30-	\$60-
630	86102	2	EACH	REMOVAL OF GROUND MOUNTED STRUCTURAL BEAM SUPPORT AND DISPOSAL	\$250-	\$500-
630	87100	2	EACH	REMOVAL OF OVERHEAD MOUNTED SIGN AND REERECTION	\$250-	\$500-
630	87400	2	EACH	REMOVAL OF OVERHEAD MOUNTED SIGN AND DISPOSAL	\$200-	\$400-
630	89702	1	EACH	REMOVAL OF OVERHEAD SIGN SUPPORT AND DISPOSAL	\$2,985-	\$2,985-
630	97700	1	EACH	SIGNING, MISC.:ERECT NEW FACE ON EXISTING OVERHEAD MOUNTED BACKLIT SIGN	\$500-	\$500-
644	00104	0.4	MILE	EDGE LINE, 6"	\$6,505-	\$2,602-
644	00204	0.03	MILE	LANE LINE, 6"	\$4,590-	\$137.70
644	00404	260	FT	CHANNELIZING LINE, 12"	\$1.75	\$455-
644	01300	8	EACH	LANE ARROW	\$150-	\$1,200-
644	01510	740	FT	DOTTED LINE, 6"	\$1.50	\$1,110-
644	30000	177	FT	REMOVAL OF PAVEMENT MARKING	\$4.65	\$823.05
644	30020	2	EACH	REMOVAL OF PAVEMENT MARKING	\$447.88	\$895.76

TRAFFIC SIGNALS						
625	25604	712	FT	CONDUIT, 4", 725.051	\$15-	\$10,680-
625	29000	712	FT	TRENCH	\$13.75	\$9,790-
625	30706	5	EACH	PULL BOX, 725.08, 24"	\$1,190-	\$5,950-
625	31510	2	EACH	PULL BOX REMOVED	\$650-	\$1,300-
630	79200	2	EACH	SIGN ATTACHMENT ASSEMBLY, MAST ARM	\$325-	\$650-
630	87101	1	EACH	REMOVAL OF OVERHEAD MOUNTED SIGN AND REERECTION, AS PER PLAN	\$625-	\$625-
632	05007	2	EACH	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE, AS PER PLAN	\$1,105-	\$2,210-
632	40700	85	FT	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	\$2.90	\$246.50

Attachment: HAM CR239 9.81 I-275 Ramp Y - Barrett Paving (1899 : Construction Award for Winton / South Gilmore Road at Interstate 275 -

**Section N
Bid Form**

11.C.1.b

ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
632	90020	1	EACH	REMOVAL OF MISCELLANEOUS TRAFFIC SIGNAL ITEM, 5-SECTION SIGNAL HEAD	\$790 ⁻	\$790 ⁻
632	90300	LS		SIGNALIZATION, MISC.: CABLES REMOVED AND RECONNECTED	\$7,500 ⁻	\$7,500 ⁻

MAINTENANCE OF TRAFFIC						
614	11110	60	HOURL	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	\$85 ⁻	\$5,100 ⁻
614	11630	910	FT	INCREASED BARRIER DELINEATION	\$3.10	\$2,821 ⁻
614	12380	1	EACH	WORK ZONE IMPACT ATTENUATOR, 24" WIDE HAZARDS, (UNIDIRECTIONAL)	\$2,050 ⁻	\$2,050 ⁻
SPECIAL	61412760	1	EACH	FLASHING ARROW PANEL	\$400 ⁻	\$400 ⁻
614	13310	57	EACH	BARRIER REFLECTOR, TYPE 1, ONE-WAY	\$10 ⁻	\$570 ⁻
614	13312	5	EACH	BARRIER REFLECTOR, TYPE 2, ONE-WAY	\$11 ⁻	\$55 ⁻
614	13350	24	EACH	OBJECT MARKER, ONE WAY	\$13 ⁻	\$312 ⁻
614	22200	0.55	MILE	WORK ZONE EDGE LINE, CLASS I, 4", 740.06, TYPE I	\$6,600 ⁻	\$13,630 ⁻
615	20001	391	SY	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A, AS PER PLAN	\$94 ⁻	\$36,754 ⁻
622	41100	870	FT	PORTABLE BARRIER, UNANCHORED	\$24.50	\$21,315 ⁻

INCIDENTALS						
614	11000	LS		MAINTAINING TRAFFIC	\$24,000 ⁻	\$24,000 ⁻
619	16010	9	MNTH	FIELD OFFICE, TYPE B	\$1,200 ⁻	\$10,800 ⁻
623	10000	LS		CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$7,200 ⁻	\$7,200 ⁻
624	10000	LS		MOBILIZATION	\$13,500 ⁻	\$13,500 ⁻

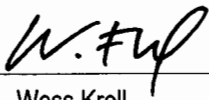
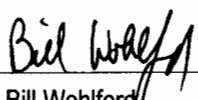
Grand Total	\$726,331.26
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Attachment: HAM CR239 9.81 I-275 Ramp Y - Barrett Paving (1899 : Construction Award for Winton / South Gilmore Road at Interstate 275 -

THE CITY OF FAIRFIELD RESERVES THE RIGHT TO DELETE OR CHANGE
THE QUANTITY OF ANY ITEM LISTED ABOVE.

TOTAL BASE BID	<u>\$ 726,331.26</u>
CONSIDERATION FOR MATERIAL	<u>\$ 290,307.86</u>
CONSIDERATION FOR LABOR	<u>\$ 436,023.40</u>
TOTAL LABOR AND MATERIAL	<u>\$ 726,331.26</u>
TOTAL AMOUNT WRITTEN IN WORDS	<u>SEVEN HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-SIX CENTS.</u>

The undersigned, having full knowledge of the site, plans and specifications for the above improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project according to the plans, specifications and completion date, and to accept the unit prices specified on the bid form for each item as full compensation for the work in this proposal.

		Signature
Wess Kroll	Bill Wohlford	Name
Senior Estimator	Chief Estimator	Title
Barrett Paving Materials Inc.		Company
3751 Commerce Drive		Address
Franklin, Ohio 45005		City/State/Zip
513-422-4662		Telephone
13-3003901		S.S. # of Company Owner/or Federal I.D. #

✓ Each bid must be accompanied by the following completed documents/certifications:

- ✓ **Bid Bond** (Certified Check or Cashier's Check for ten percent (10%) of the amount of the bid submitted unless otherwise specified)
- ✓ **Non-Collusion Affidavit**
- ✓ **Affidavit of Non-Delinquency of Personal Property Taxes**

- ☒ The bidder hereby certifies that he has ..., **has not** ..., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ..., **has not** ..., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must circle the appropriate "has or has not" above.**
- ☒ The bidder hereby certifies that all DBE commitments will be met.
- ☒ The bidder has submitted a DBE Utilization Plan. All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with Formstack at time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. Bidders shall submit their DBE Utilization Plans via: https://odot.formstack.com/forms/dbe_copy

Bid prices must be firm for a period of one hundred twenty (120) days following the bid opening date.

☒ **Please indicate type of bid security:**

☒ Bid Bond ☐ Certified Check ☐ Cashier's Check

Addenda Received: Number ____ ☐ Yes ☒ No

Work will start within thirty (30) days after Notice to Proceed.

Work will be completed within 180 calendar days after Notice to Proceed.

A DBE goal of 7% has been established for this project.

ROSE, Daniel (BIC Mid West Central)

From: DOT.ContractsLettingMgr-noreply@dot.ohio.gov <noreply+4626767d46a94975@formstack.com>
Sent: Monday, June 28, 2021 1:23 PM
To: ROSE, Daniel (BIC Mid West Central)
Subject: LPA DBE Utilization Plan Received for PID 107866

Message sent from Internet with bounces+6900556-67aa-daniel.rose=barrettpaving.com@appmail.formstack.com email address

Security warning : Do not click on the links or attachments contained in this message unless you are sure of the sender's address.

Thank you for your submitting your LPA DBE Utilization Plan.

Form Submission Version: Original

Contractor: BARRETT PAVING MATERIALS INC 080201004

Phone: (513) 442-4662

Email: daniel.rose@barrettpaving.com

PID: 107866

DBE Percentage Met: 12.23%

DBE Vendor Information

	Name	Used As
Firm (#1)	Landview Services, LLC	Subcontractor
Firm (#2)	Bansal Construction, Inc.	Subcontractor
Firm (#3)		
Firm (#4)		
Firm (#5)		
Firm (#6)		
Firm (#7)		
Firm (#8)		
Firm (#9)		
Firm (#10)		

**CITY OF FAIRFIELD, OHIO
SECTION O**

BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Fairfield and the Ohio Department of Transportation as OWNER in the penal sum of \$ Ten Percent of Amount Bid (10%) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 28th day of June, 2021. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fairfield a certain Bid, the attached hereto and hereby made a part hereof to enter into a Contract in writing for the HAM - CR239 - 9.81 (PID 107866) I-275 Ramp "Y" Improvements.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects, perform the agreement created by the acceptance of said Bid,

then this Obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

Principal Barrett Paving Materials, Inc.

By W. Kroll Bill Wohlford
Wess Kroll, Sr. Est. Bill Wohlford, Chief Est.

Surety Liberty Mutual Insurance Company

By Paula M Eby
Paula M. Eby, Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Paula M. Eby** of the city of Columbus, state of OH its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Barrett Paving Materials, Inc.

Obligee Name: City of Fairfield and The Ohio Department of Transportation

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of June, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$2,058,007,542	Unearned Premiums	\$8,448,706,991
*Bonds — U.S Government	2,209,760,437	Reserve for Claims and Claims Expense	23,879,216,613
*Other Bonds	15,902,755,586	Funds Held Under Reinsurance Treaties	343,068,613
*Stocks	18,517,107,230	Reserve for Dividends to Policyholders	1,192,716
Real Estate	193,169,809	Additional Statutory Reserve	77,397,000
Agents' Balances or Uncollected Premiums	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	118,399,147	Other Liabilities	6,279,510,804
Other Admitted Assets	12,079,597,645	Total	\$39,029,092,737
Total Admitted Assets	<u>\$58,048,967,865</u>	Special Surplus Funds	\$178,155,102
		Capital Stock	10,000,075
		Paid in Surplus	10,945,045,214
		Unassigned Surplus	7,886,674,737
		Surplus to Policyholders	19,019,875,128
		Total Liabilities and Surplus	<u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T. Mikolajewski

Assistant Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/16/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$58,048,967,865, liabilities in the amount of \$39,029,092,737, and surplus of at least \$19,019,875,128.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



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

State of Ohio, County of ~~Hamilton~~ Warren S.S.

City of Fairfield

Wess Kroll

(Name of Individual)

Barrett Paving Materials Inc.

(Company Representing)

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

(Residence Address)

AND THAT

Barrett Paving Materials Inc.

(Name of Company)

3751 Commerce Drive, Franklin, Ohio 45005

(Company Address)

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

W. Kroll

Signature

Wess Kroll

Name

Senior Estimator

Title

Barrett Paving Materials Inc.

Company

Subscribed to and sworn to on this 28th day of June, 2021.



Notary Public

P

Page 1 of 1

Danielle N. Ermis
DANIELLE N. ERMIS, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 2, 2022

**CITY OF FAIRFIELD, OHIO
SECTION S**

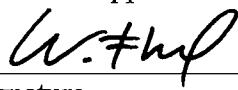
**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND CITY OF FAIRFIELD INCOME TAXES
AND POLITICAL CONTRIBUTIONS**

To: City of Fairfield, Ohio
Butler County, Ohio

The undersigned contractor or supplier being first duly sworn, as a condition to be considered for the reward of a contract by the City of Fairfield, Ohio for HAM CR239 - 9.81 (I-275 RAMP "Y") hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of Fairfield as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the City of Fairfield.

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

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

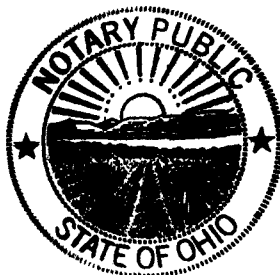


Signature
Wess Kroll, Senior Estimator

Title
Barrett Paving Materials Inc.

Company

Sworn to and subscribed in my presence on this 28th day of June,
2021 by the above referenced person on behalf of the contractor or supplier.





Notary Public

**DANIELLE N. ERMIS, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 2, 2022**

**CITY OF FAIRFIELD, OHIO
SECTION T**

LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or \$10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR R. A. MILLER CONSTRUCTION CO.	PORTION OF WORK (PERCENT) 1.7 %
LOCATION AND PLACE OF BUSINESS 4148 AUGSPURGER RD. HAMILTON, OH 45011	PHONE (513) 896-5011

SUBCONTRACTOR LANDVIEW SERVICES, LLC	PORTION OF WORK (PERCENT) 3.5 %
LOCATION AND PLACE OF BUSINESS 4137 TRENTON RD. HAMILTON, OH 45011	PHONE (513) 737-8055

SUBCONTRACTOR A&A SAFETY, INC.	PORTION OF WORK (PERCENT) 9.0 %
LOCATION AND PLACE OF BUSINESS 1126 FERRIS RD. AMELIA, OH 45102	PHONE (513) 943-6100

SUBCONTRACTOR BANSAL CONSTRUCTION INC.	PORTION OF WORK (PERCENT) 14.5 %
LOCATION AND PLACE OF BUSINESS 3271 HOMEWARD WAY FAIRFIELD, OH 45014	PHONE (513) 874-5410

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

*CONTRACTOR MUST PERFORM 50% OR MORE OF THE WORK.

**CITY OF FAIRFIELD, OHIO
SECTION U**

BIDDER'S QUESTIONNAIRE

1. Submitted By **Barrett Paving Materials Inc.** Telephone **513-422-4662**

Principal Office Address **3751 Commerce Drive, Franklin, Ohio 45005**

2. Type of Firm:

Corporate **Corporation** Other _____

Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions:

Date of Incorporation **11/13/1979** State of Incorporation **Delaware**

President's Name **Robert Doucet**

Vice-President's Name **Rodney Russell**

Secretary or Clerk's Name **Anthony L. Martino, II**

Treasurer's Name **F. Hunter Creech, III**

3b. If A Partnership, Please Answer These Questions:

Date of Organization _____ State Organized In _____

Name of All Partners Holding More Than A 10% Interest:

Designate Which Are General or Managing Partners:

4. Contractor's Representative **Daniel Rose**

Title **Estimator**

Alternate **Wess Kroll**

Title **Senior Estimator**

SEE ATTACHED 2020 PROJECT EXPERIENCE AND 2020-2021 JOBS ACQUIRED SHEETS

5. List The Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner (A) _____ (B) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (C) _____ (D) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner (A) _____ (B) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (C) _____ (D) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____



Barrett Paving Materials Inc.
8751 Commerce Dr.
Franklin, Ohio 45005
Phone: 513.422.4662
 www.BarrettPavingMaterials.com

11.C.1.b

2020 PROJECT EXPERIENCE

Contact: Bill Wohlford Phone: 513-422-4662

1. Project Name: ODOT 325 (US-35) Amt. \$13,334,600.00
Location: Montgomery County US 35
Contact: ODOT District 7 Phone Number: 937-492-1141
Project Description: Resurfacing
2. Project Name: ODOT 200075 Amt. \$5,299,900.00
Location: Auglaize County I-75 & US-33
Contact: ODOT District 7 Phone Number: 937-492-1141
Project Description: Resurfacing
3. Project Name: Warren Co. Resurfacing Amt. \$4,660,825.00
Location: Various
Contact: Chad Harville Phone Number: 513-695-7727
Project Description: Resurfacing
4. Project Name: Hamilton County Amt. \$6,233,437.00
Location: Harrison Avenue
Contact: Todd C. Gadbury PE-SI Phone Number: 513-946-8445
Project Description: Resurfacing
5. Project Name: ODOT 200151 Amt. \$3,614,383.00
Location: Warren / CLI SR-73
Contact: ODOT District 8 Brenda Carlo Phone Number: 513-933-6758
Project Description: Construction
6. Project Name: Montgomery Co. 2020 Resurfacing Amt. \$3,367,699.00
Location: Montgomery County - Various Locations
Contact: Dan Medeiros – Montgomery Co. Engineers Phone Number: 937-286-5394
Project Description: Resurfacing



2020 - 2021 JOBS ACQUIRED

Year	ODOT	Job #	Description	Comp. Date	Original Contract \$
<u>MIDWEST CENTRAL JOBS</u>					
2017		10196740	Koko-MSD Lick Run Valley		\$858,49
2019		10224038	Rack Balluer-Clermont Cty-Old 74		\$2,581,579.0
2020		10230645	Hamilton Cty-Harrison Ave		\$6,221,28
2020		10232356	Sunesis-Hamilton Main cereal		\$400,93
2020		10233342	Hamilton Cty resurfacing		\$2,626,72
2020		10233555	Prus-CWW Flora		\$162,02
2020		10234024	Dbl jay-Dayton Springfield Rd		\$243,36
2020		10235852	Adleta-CIP # 1		\$932,88
2020		10237217	Prus- CIP # 2		\$880,01
2020		10239617	Sturm-Sidney Airport		\$119,20
2020		10240930	KDOT-202028 O'Hara Rd Boone		\$140,84
2020		10240980	Bvrck-SR 835 Research Blvd		\$1,696,98
2020		10242801	Piqua-Ash St		\$51,45
2020		10243302	Eagle-Roundbottom Rd		\$169,12
2021		10244040	Springboro-2021 Resurfacing		\$1,139,47
2021			2021 Preble Cty resurfacing		\$1,642,96
2021			Montgomery Cty 21 Resurf		\$2,663,69
2021			Deerfield Twp Resurfacing		\$655,27
2021			Toms-Versailles		\$94,40
2021			Harrison Twp-McKinley		\$256,11
2021		10244280	City of Sidney		\$1,350,42
					\$24,887,255.7

Year	ODOT	Job #	Description	Comp. Date	Original Contract \$
	ODOT JOBS				
2020	ODOT	10229359	RBJ-ODOT 13 - SR 42		\$435,36
2020	ODOT	10231635	ODOT 200265 SR 73-13.05		\$2,936,977.1
2020	ODOT	10234358	ODOT 200325 GRE: US 35-18.57 /0.00		\$13,224,600.0
2020	ODOT	10240981	ODOT 200500 US 127		\$2,361,750.0
2020	ODOT	10241791	ODOT 200525 SR 732-09.46		\$1,126,996.8
2020	ODOT	10242136	ODOT 551 - SR 48		\$1,208,88
2020	ODOT	10242566	ODOT 572 - I 75		\$1,482,40
2020	ODOT	10242805	Amer Pvmnts-ODOT 200589 I75		\$285,37
2020	ODOT	10243003	Compl Gen'l ODOT 576-I 75		\$68,75
2020	ODOT	10243136	ODOT 603-US 35		\$4,819,90
2021	ODOT	10244094	ODOT 210008-SR 41		\$975,50
2021	ODOT	10244501	ODOT 210009-SR 72		\$897,61
2021	ODOT		Eagle-ODOT 32-SR 177		\$181,33
2020	ODOT		Sunesis-ODOT 200494-SR 42		\$83,44
2021	ODOT		Great Lakes-ODOT 210006-SR 4		\$338,22
2020	ODOT		Compl Gen'l-ODOT 575-Spgfld		\$700,00
2021	ODOT	10244716	ODOT 210092 I-675		\$4,334,713.6
2021	ODOT	10244601	ODOT 210093 I-70		\$3,654,800.0
			TOTAL ODOT JOBS		\$39,116,636.5

Attachment: HAM CR239 9.81 I-275 Ramp Y - Barrett Paving (1899 : Construction Award for Winton / South

Owner (E) _____ (F) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (G) _____ (H) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years?

NO

If So, When And Where? _____

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years?

NO

If So, What Was The Disposition Of The Lawsuit? _____

If The Lawsuit Is Still Pending, What Is The Case Number? _____

And The Court Of Jurisdiction? _____

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years?

NO

If The Lawsuit Is Still Pending, What Is The Case Number? _____

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? **NO**

If So, What Were The Circumstances? _____

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? **NO**

If So, What Were The Circumstances? _____

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years? **NO**

If So, What Were The Circumstances? _____

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time?

If So, What Were The Circumstances? _____

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including Subcontractors That Worked On Your Project Within The Last Ten Years? **NO**

If So, What Were The Circumstances? _____

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: **Liberty Mutual Insurance**

Name Of Agent (A) **Diane Beaudoin** (B) _____

Name of Firm Liberty Mutual Insurance

Address 2000 Westwood Drive
Wausau, WI 54401

Telephone No. 401-248-9924

Insurance Type Liability

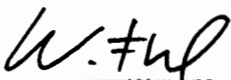
Provide Your Banking References: **Available Upon Request**

Name Of Bank (A) _____ (B) _____

Contact Person _____

Address _____

Telephone No. _____


 Signature of Bidder **Wess Kroll, Senior Estimator**
Barrett Paving Materials Inc.
 Company Name

City of Fairfield
 Bid Tabulation for
 "HAM-CR239.9.81 (PID 107866) I-275 Ramp "Y" Improvements
 Bid Opening: June 28, 2021
 Engineer's Estimate: \$653,180.67

					Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005 513-4224662		Rack & Ballauer Excavating Co 11321 Paddy's Run Rd Hamilton, OH 45013 513-738-7000		John R. Jurgensen 11641 Mosteller Rd Cincinnati, OH 45241 513-771-0820		Sunesis Construction 2610 Crescentville Rd West Chester, OH 45069 513-326-6000	
Item	Item Ext	Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Roadway												
201	11000	Clearing and grubbing	1	Lump	\$ 5,850.00	\$ 5,850.00	\$ 23,000.00	\$ 23,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,600.00	\$ 10,600.00
202	23000	Pavement removed	1,393	SY	\$ 23.00	\$ 32,039.00	\$ 10.00	\$ 13,930.00	\$ 6.75	\$ 9,402.75	\$ 27.00	\$ 37,611.00
202	32500	Curb and gutter removed	567	Feet	\$ 9.25	\$ 5,244.75	\$ 8.00	\$ 4,536.00	\$ 6.50	\$ 3,685.50	\$ 7.00	\$ 3,969.00
202	35100	Pipe removed, 24" and under	145	Feet	\$ 29.50	\$ 4,277.50	\$ 28.50	\$ 4,132.50	\$ 22.00	\$ 3,190.00	\$ 15.00	\$ 2,175.00
202	38000	Guardrail removed	615	Feet	\$ 5.00	\$ 3,075.00	\$ 2.00	\$ 1,230.00	\$ 10.00	\$ 6,150.00	\$ 5.00	\$ 3,075.00
202	58100	Catch basin removed	2	Each	\$ 695.00	\$ 1,390.00	\$ 600.00	\$ 1,200.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
202	75000	Fence removed	60	Feet	\$ 15.00	\$ 900.00	\$ 5.00	\$ 300.00	\$ 6.00	\$ 360.00	\$ 12.10	\$ 726.00
202	75200	Fence removed for reuse	10	Feet	\$ 45.00	\$ 450.00	\$ 10.00	\$ 100.00	\$ 45.00	\$ 450.00	\$ 32.25	\$ 322.50
203	10000	Excavation	1,673	CY	\$ 20.00	\$ 33,460.00	\$ 22.00	\$ 36,806.00	\$ 55.00	\$ 92,015.00	\$ 17.50	\$ 29,277.50
203	20000	Embankment	3,059	CY	\$ 20.00	\$ 61,180.00	\$ 22.00	\$ 67,298.00	\$ 55.00	\$ 168,245.00	\$ 20.00	\$ 61,180.00
203	35110	Granular material, Type B	107	CY	\$ 72.50	\$ 7,757.50	\$ 50.00	\$ 5,350.00	\$ 70.50	\$ 7,543.50	\$ 85.25	\$ 9,121.75
204	10000	Subgrade compaction	2,046	SY	\$ 2.50	\$ 5,115.00	\$ 3.50	\$ 7,161.00	\$ 3.00	\$ 6,138.00	\$ 3.50	\$ 7,161.00
204	13000	Excavation of subgrade	107	CY	\$ 35.00	\$ 3,745.00	\$ 28.00	\$ 2,996.00	\$ 48.00	\$ 5,136.00	\$ 49.00	\$ 5,243.00
204	45000	Proof rolling	2	Hour	\$ 200.00	\$ 400.00	\$ 190.00	\$ 380.00	\$ 150.00	\$ 300.00	\$ 245.00	\$ 490.00
204	50000	Geotextile fabric	263	SY	\$ 4.00	\$ 1,052.00	\$ 2.80	\$ 736.40	\$ 3.00	\$ 789.00	\$ 4.00	\$ 1,052.00
606	15050	Guardrail, type MGS	400	Feet	\$ 25.00	\$ 10,000.00	\$ 23.20	\$ 9,280.00	\$ 30.00	\$ 12,000.00	\$ 28.25	\$ 11,300.00
606	26150	Anchor Assembly, MGS type E Mash 2016	2	Each	\$ 2,500.00	\$ 5,000.00	\$ 2,780.00	\$ 5,560.00	\$ 3,000.00	\$ 6,000.00	\$ 2,620.00	\$ 5,240.00
606	26550	Anchor Assembly, MGS Type T	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 1,040.00	\$ 2,080.00	\$ 2,500.00	\$ 5,000.00	\$ 1,310.00	\$ 2,620.00
607	23004	Fence rebuilt, Type CLT	10	Feet	\$ 75.00	\$ 750.00	\$ 245.00	\$ 2,450.00	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00
878	25000	Inspection and compaction testing of unbound materials	1	Lump	\$ 6,600.00	\$ 6,600.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 7,900.00
Erosion Control												
601	21050	Tied concrete block mat with Type 1 underlayment	7.5	SY	\$ 250.00	\$ 1,875.00	\$ 175.00	\$ 1,312.50	\$ 150.00	\$ 1,125.00	\$ 340.00	\$ 2,550.00
659	00100	Soil analysis test	2	Each	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00
659	00300	Topsoil	413	CY	\$ 46.00	\$ 18,998.00	\$ 65.00	\$ 26,845.00	\$ 50.00	\$ 20,650.00	\$ 24.00	\$ 9,912.00
659	10000	Seeding and mulching, as per plan	2,215	SY	\$ 1.80	\$ 3,987.00	\$ 1.80	\$ 3,987.00	\$ 2.25	\$ 4,983.75	\$ 2.50	\$ 5,537.50
659	14000	Repair seeding and mulching	147	SY	\$ 1.80	\$ 264.60	\$ 1.80	\$ 264.60	\$ 2.25	\$ 330.75	\$ 1.80	\$ 264.60
659	15000	Inter-seeding	147	SY	\$ 0.50	\$ 73.50	\$ 0.50	\$ 73.50	\$ 1.00	\$ 147.00	\$ 0.50	\$ 73.50
659	20000	Commercial fertilizer	0.41	Ton	\$ 800.00	\$ 328.00	\$ 800.00	\$ 328.00	\$ 900.00	\$ 369.00	\$ 805.00	\$ 330.05
659	31000	Lime	0.6	Acre	\$ 50.00	\$ 30.00	\$ 50.00	\$ 30.00	\$ 55.00	\$ 33.00	\$ 50.00	\$ 30.00
659	35000	Water	17	Mgal	\$ 1.00	\$ 17.00	\$ 1.00	\$ 17.00	\$ 2.00	\$ 34.00	\$ 1.00	\$ 17.00
670	00500	Slope erosion protection	776	SY	\$ 2.25	\$ 1,746.00	\$ 2.25	\$ 1,746.00	\$ 2.70	\$ 2,095.20	\$ 2.25	\$ 1,746.00
832	15000	Storm water pollution prevention plan	1	Lump	\$ 1,325.00	\$ 1,325.00	\$ 1,600.00	\$ 1,600.00	\$ 1,450.00	\$ 1,450.00	\$ 1,335.00	\$ 1,335.00
832	15002	Storm water pollution prevention inspections	1	Lump	\$ 2,040.00	\$ 2,040.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,380.00	\$ 1,380.00
832	15010	Storm water pollution prevention inspection software	1	Lump	\$ 7,650.00	\$ 7,650.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,245.00	\$ 8,245.00
832	30000	Erosion Control	30,930	Each	\$ 1.00	\$ 30,930.00	\$ 1.00	\$ 30,930.00	\$ 1.00	\$ 30,930.00	\$ 1.00	\$ 30,930.00
Drainage												
605	05200	4" Unclassified pipe underdrains	50	Feet	\$ 18.50	\$ 925.00	\$ 15.00	\$ 750.00	\$ 12.50	\$ 625.00	\$ 15.00	\$ 750.00
605	11100	6" Shallow pipe underdrains	1,536	Feet	\$ 14.00	\$ 21,504.00	\$ 14.50	\$ 22,272.00	\$ 12.50	\$ 19,200.00	\$ 13.00	\$ 19,968.00
605	31100	Aggregate drains	20	Feet	\$ 16.50	\$ 330.00	\$ 20.00	\$ 400.00	\$ 21.25	\$ 425.00	\$ 22.00	\$ 440.00
611	00406	4" Conduit, Type F	20	Feet	\$ 14.75	\$ 295.00	\$ 20.00	\$ 400.00	\$ 12.50	\$ 250.00	\$ 17.00	\$ 340.00
611	00510	6" Conduit, Type F for underdrain outlets	107	Feet	\$ 32.50	\$ 3,477.50	\$ 35.00	\$ 3,745.00	\$ 15.00	\$ 1,605.00	\$ 47.00	\$ 5,029.00
611	04400	12" Conduit, Type B, 706.02	14	Feet	\$ 133.00	\$ 1,862.00	\$ 155.00	\$ 2,170.00	\$ 180.00	\$ 2,520.00	\$ 275.00	\$ 3,850.00
611	98150	Catch basin, no. 3	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,490.00	\$ 3,490.00
611	99710	Precast reinforced concrete outlet	4	Each	\$ 265.00	\$ 1,060.00	\$ 325.00	\$ 1,300.00	\$ 310.00	\$ 1,240.00	\$ 450.00	\$ 1,800.00
Pavement												
254	01000	Pavement planing, asphalt concrete 3.5"	1,677	SY	\$ 6.75	\$ 11,319.75	\$ 7.50	\$ 12,577.50	\$ 6.75	\$ 11,319.75	\$ 7.00	\$ 11,739.00
302	46000	Asphalt concrete base, PG64-22	410	CY	\$ 169.00	\$ 69,290.00	\$ 225.00	\$ 92,250.00	\$ 145.00	\$ 59,450.00	\$ 141.00	\$ 57,810.00
304	20000	Aggregate base	314	CY	\$ 75.00	\$ 23,550.00	\$ 75.00	\$ 23,550.00	\$ 65.00	\$ 20,410.00	\$ 82.00	\$ 25,748.00
407	20000	Non-tracking tack coat	591	Gal	\$ 3.25	\$ 1,920.75	\$ 3.25	\$ 1,920.75	\$ 2.25	\$ 1,329.75	\$ 2.25	\$ 1,329.75
441	50000	Asphalt concrete surface course, Type 1, (448), PG64-22	137	CY	\$ 199.00	\$ 27,263.00	\$ 255.00	\$ 34,935.00	\$ 196.00	\$ 26,852.00	\$ 191.00	\$ 26,167.00
441	50300	Asphalt concrete intermediate course, Type 2, (448)	183	CY	\$ 173.00	\$ 31,659.00	\$ 230.00	\$ 42,090.00	\$ 180.00	\$ 32,940.00	\$ 181.00	\$ 33,123.00
609	12000	Combination curb and gutter, Type 2	418	Feet	\$ 36.50	\$ 15,257.00	\$ 37.00	\$ 15,466.00	\$ 44.00	\$ 18,392.00	\$ 45.00	\$ 18,810.00
Traffic Control												
621	00100	RPM, White/red	23	Each	\$ 129.80	\$ 2,985.40	\$ 129.80	\$ 2,985.40	\$ 140.00	\$ 3,220.00	\$ 118.00	\$ 2,714.00
626	00110	Barrier reflector, Type 2 bi-directional	4	Each	\$ 12.00	\$ 48.00	\$ 10.00	\$ 40.00	\$ 15.00	\$ 60.00	\$ 12.00	\$ 48.00
630	03100	Ground mounted support, No. 3 post	95	Feet	\$ 12.00	\$ 1,140.00	\$ 12.00	\$ 1,140.00	\$ 13.25	\$ 1,258.75	\$ 12.00	\$ 1,140.00
630	06400	Ground mounted structural beam support, S4x7.7	28	Feet	\$ 23.00	\$ 644.00	\$ 23.00	\$ 644.00	\$ 25.00	\$ 700.00	\$ 23.00	\$ 644.00
630	72330	Overhead sign support, Type TC-12.31, Design 10	1	Each	\$ 23,775.00	\$ 23,775.00	\$ 23,775.00	\$ 23,775.00	\$ 27,000.00	\$ 27,000.00	\$ 24,000.00	\$ 24,000.00
630	72560	Overhead sign support, Type TC-16.22, Design 14	1	Each	\$ 20,595.00	\$ 20,595.00	\$ 20,595.00	\$ 20,595.00	\$ 25,000.00	\$ 25,000.00	\$ 20,760.00	\$ 20,760.00
630	79200	Sign attachment assembly, mast arm	4	Each	\$ 375.00	\$ 1,500.00	\$ 375.00	\$ 1,500.00	\$ 425.00	\$ 1,700.00	\$ 378.00	\$ 1,512.00
630	79500	Sign support assembly, pole mounted	4	Each	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00	\$ 150.00	\$ 600.00	\$ 126.00	\$ 504.00
630	80100	Sign, flat sheet	52	SF	\$ 28.00	\$ 1,456.00	\$ 28.00	\$ 1,456.00	\$ 31.00	\$ 1,612.00	\$ 28.00	\$ 1,456.00
630	80200	Sign, ground mounted extrusheet	27	SF	\$ 24.00	\$ 648.00	\$ 24.00	\$ 648.00	\$ 26.00	\$ 702.00	\$ 30.00	\$ 810.00
630	80224	Sign, overhead extrusheet	84	SF	\$ 25.00	\$ 2,100.00	\$ 25.00	\$ 2,100.00	\$ 27.00	\$ 2,268.00	\$ 33.00	\$ 2,772.00
630	84500	Ground mounted structural beam support foundation	2	Each	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 405.00	\$ 810.00

City of Fairfield
 Bid Tabulation for
 "HAM-CR239.9.81 (PID 107866) I-275 Ramp "Y" Improvements
 Bid Opening: June 28, 2021
 Engineer's Estimate: \$653,180.67

Item	Item Ext	Description	Est. Qnty	Unit	Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005 513-4224662		Rack & Ballauer Excavating Co 11321 Paddy's Run Rd Hamilton, OH 45013 513-738-7000		John R. Jurgensen 11641 Mosler Rd Cincinnati, OH 45241 513-771-0820		Sunesis Construction 2610 Crescentville Rd West Chester, OH 45069 513-326-6000	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
630	84510	Rigid overhead sign support foundation	2	Each	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00	\$ 5,200.00	\$ 10,400.00
630	84900	Removal of ground mounted sign and disposal	2	Each	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 30.00	\$ 60.00	\$ 25.00	\$ 50.00
630	85400	Removal of ground mounted major sign and disposal	1	Each	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 200.00	\$ 200.00	\$ 176.00	\$ 176.00
630	86002	Removal of ground mounted post support and disposal	2	Each	\$ 30.00	\$ 60.00	\$ 30.00	\$ 60.00	\$ 35.00	\$ 70.00	\$ 30.25	\$ 60.50
630	86102	Removal of ground mounted structural beam support and disposal	2	Each	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 252.00	\$ 504.00
630	87100	Removal of overhead mounted sign and reerection	2	Each	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 850.00	\$ 1,700.00	\$ 252.00	\$ 504.00
630	87400	Removal of overhead mounted sign and disposal	2	Each	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 450.00	\$ 900.00	\$ 355.00	\$ 710.00
630	89702	Removal of overhead sign support and disposal	1	Each	\$ 2,985.00	\$ 2,985.00	\$ 2,985.00	\$ 2,985.00	\$ 3,200.00	\$ 3,200.00	\$ 605.00	\$ 605.00
630	97700	Signing, misc.: Erect new face on existing overhead mounted backlit sign	1	Each	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 505.00	\$ 505.00
644	00104	Edge line, 6"	0.4	Mile	\$ 6,505.00	\$ 2,602.00	\$ 6,505.00	\$ 2,602.00	\$ 7,000.00	\$ 2,800.00	\$ 5,500.00	\$ 2,200.00
644	00204	Lane line, 6"	0.03	Mile	\$ 4,590.00	\$ 137.70	\$ 4,590.00	\$ 137.70	\$ 5,000.00	\$ 150.00	\$ 2,500.00	\$ 75.00
644	00404	Channelizing Line, 12"	260	Feet	\$ 1.75	\$ 455.00	\$ 1.75	\$ 455.00	\$ 2.00	\$ 520.00	\$ 2.00	\$ 520.00
644	01300	Lane arrow	8	Each	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 165.00	\$ 1,320.00	\$ 150.00	\$ 1,200.00
644	01510	Dotted line, 6"	740	Feet	\$ 1.50	\$ 1,110.00	\$ 1.50	\$ 1,110.00	\$ 2.00	\$ 1,480.00	\$ 3.00	\$ 2,220.00
644	30000	Removal of pavement marking	177	Feet	\$ 4.65	\$ 823.05	\$ 4.75	\$ 840.75	\$ 6.00	\$ 1,062.00	\$ 9.00	\$ 1,593.00
644	30020	Removal of pavement marking	2	Each	\$ 447.88	\$ 895.76	\$ 455.45	\$ 910.90	\$ 500.00	\$ 1,000.00	\$ 81.00	\$ 162.00
		Traffic Signals			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
625	25604	Conduit, 4", 725.051	712	Feet	\$ 15.00	\$ 10,680.00	\$ 15.00	\$ 10,680.00	\$ 17.00	\$ 12,104.00	\$ 16.00	\$ 11,392.00
625	29000	Trench	712	Feet	\$ 13.75	\$ 9,790.00	\$ 13.75	\$ 9,790.00	\$ 15.00	\$ 10,680.00	\$ 14.00	\$ 9,968.00
625	30706	Pull box, 725.08, 24"	5	Each	\$ 1,190.00	\$ 5,950.00	\$ 1,190.00	\$ 5,950.00	\$ 1,250.00	\$ 6,250.00	\$ 1,200.00	\$ 6,000.00
625	31510	Pull box removed	2	Each	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00	\$ 725.00	\$ 1,450.00	\$ 660.00	\$ 1,320.00
630	79200	Sign attachment assembly, mast arm	2	Each	\$ 325.00	\$ 650.00	\$ 325.00	\$ 650.00	\$ 2,750.00	\$ 5,500.00	\$ 330.00	\$ 660.00
630	87101	Removal of overhead mounted sign and reerection, as per plan	1	Each	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 700.00	\$ 700.00	\$ 630.00	\$ 630.00
632	05007	Vehicular signal head, (LED), 3-section, 12" lens, 1-way, polycarbonate, as per plan	2	Each	\$ 1,105.00	\$ 2,210.00	\$ 1,105.00	\$ 2,210.00	\$ 1,200.00	\$ 2,400.00	\$ 1,115.00	\$ 2,230.00
632	40700	Signal cable, 7 conductor, no. 14 AWG	85	Feet	\$ 2.90	\$ 246.50	\$ 2.90	\$ 246.50	\$ 3.20	\$ 272.00	\$ 3.00	\$ 255.00
632	90020	Removal of miscellaneous traffic signal item, 5-section signal head	1	Each	\$ 790.00	\$ 790.00	\$ 790.00	\$ 790.00	\$ 825.00	\$ 825.00	\$ 800.00	\$ 800.00
632	90300	Signalization, misc.: Cables removed and reconnected	1	Lump	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,600.00	\$ 7,600.00
		Maintenance of Traffic			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
614	11110	Law enforcement officer with patrol car for assistance	60	Hour	\$ 85.00	\$ 5,100.00	\$ 70.00	\$ 4,200.00	\$ 70.00	\$ 4,200.00	\$ 75.00	\$ 4,500.00
614	11630	Increase barrier delineation	910	Feet	\$ 3.10	\$ 2,821.00	\$ 3.10	\$ 2,821.00	\$ 3.50	\$ 3,185.00	\$ 3.15	\$ 2,866.50
614	12380	Work zone impact attenuator, 24" wide hazards, (unidirectional)	1	Each	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,250.00	\$ 2,250.00	\$ 2,100.00	\$ 2,100.00
Special	61412760	Flashing arrow panel	1	Each	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 1,400.00	\$ 1,400.00
614	13310	Barrier reflector, Type 1, one-way	57	Each	\$ 10.00	\$ 570.00	\$ 10.00	\$ 570.00	\$ 11.00	\$ 627.00	\$ 11.00	\$ 627.00
614	13312	Barrier reflector, Type 2, one-way	5	Each	\$ 11.00	\$ 55.00	\$ 11.00	\$ 55.00	\$ 12.00	\$ 60.00	\$ 11.00	\$ 55.00
614	13350	Object marker, one way	24	Each	\$ 13.00	\$ 312.00	\$ 13.00	\$ 312.00	\$ 15.00	\$ 360.00	\$ 13.00	\$ 312.00
614	22200	Work zone edge line, class I, 4", 740.06, Type I	0.55	Mile	\$ 6,600.00	\$ 3,630.00	\$ 6,600.00	\$ 3,630.00	\$ 7,200.00	\$ 3,960.00	\$ 13,000.00	\$ 7,150.00
615	20001	Pavement for maintaining traffic, Class A, as per plan	391	SY	\$ 94.00	\$ 36,754.00	\$ 125.00	\$ 48,875.00	\$ 160.00	\$ 62,560.00	\$ 155.00	\$ 60,605.00
622	41100	Portable barrier, unanchored	870	Feet	\$ 24.50	\$ 21,315.00	\$ 24.50	\$ 21,315.00	\$ 27.00	\$ 23,490.00	\$ 25.00	\$ 21,750.00
		Incidentals			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
614	11000	Maintaining traffic	1	Lump	\$ 24,000.00	\$ 24,000.00	\$ 43,000.00	\$ 43,000.00	\$ 30,000.00	\$ 30,000.00	\$ 22,000.00	\$ 22,000.00
619	16010	Field office, Type B	9	Mnth	\$ 1,200.00	\$ 10,800.00	\$ 1,400.00	\$ 12,600.00	\$ 1,400.00	\$ 12,600.00	\$ 1,275.00	\$ 11,475.00
623	10000	Construction layout stakes and surveying	1	Lump	\$ 7,200.00	\$ 7,200.00	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,500.00	\$ 12,500.00
624	10000	Mobilization	1	Lump	\$ 13,500.00	\$ 13,500.00	\$ 55,000.00	\$ 55,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,800.00	\$ 30,800.00
Total					Total Base Bid Amount							
					\$ 726,331.26		\$ 867,400.00		\$ 950,016.70		\$ 771,208.15	

These bids will be reviewed by the Public Works 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.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER
 INTO A CONTRACT WITH BARRETT PAVING FOR WINTON/SOUTH
 GILMORE ROAD AT INTERSECTION 275 - RAMP Y (PID 107866).

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

Section 1. The Acting City Manager is hereby authorized to enter into a contract with Barrett Paving for Winton/South Gilmore Road at Intersection 275 – Ramp Y (PID 107866) 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\2021\Barrett Paving-Ord

Attachment: Barrett Paving-Ord (1899 : Construction Award for Winton / South Gilmore Road at Intersection 275 – Ramp Y (PID 107866))



City Council Resolution
Regular Meeting - July 12, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

2022 Tax Budget

Legislation Title:

Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2022 and submitting the same to the Butler County Auditor and declaring an emergency.

Recommendation:

It is recommended that City Council authorize and direct the preparation of a resolution, and pass the resolution approving the 2022 Tax Budget on July 12, 2021.

Background/Synopsis:

In accordance with ORC section 5705.28, each taxing authority must pass a resolution adopting a tax budget prior to July 15 and submit such tax budget to the County Auditor.

The tax budget requires the City to estimate revenues and expenditures for funds, which derive revenues from real and personal property taxes. The City of Fairfield has two funds, which derive money from property taxes: the General fund and Fire/Paramedic Levy fund. Detail schedules for these funds have been included in the tax budget.

The tax budget sets the estimated resources for the 2022 annual appropriations typically passed by Council in December and also supports the need for its annual property tax levies. If necessary, these estimated resources can be amended during the 2022 calendar year by the Finance Department. This would occur if revenues are underestimated in this budget, or if expected revenues are not received.

Financial Impact:

☐ General Fund

The General Fund collects 1.29 mills (1 mill-original inside, .29 Mill-1995 Township) on real and personal property. It is estimated that approximately \$1.2 million will be collected in property taxes in 2022 for the General fund. Income tax collections in the General Fund will be approximately \$25,500,000 of a total income tax collection of \$31,875,000 estimated for 2022; this amount was increased by 2% from the prior fiscal year. Although 2020 income tax collections in the General Fund surpassed \$26.2 million, and current year (2021) revenues are exceeding 2020 revenues, due to the anticipated potential impact of remote workers during 2020 and 2021, and beyond, we are being cautious in our projection.

Undivided Local Government Fund revenues for 2022 are calculated under the alternative formula. Based on the State of Ohio's budget, it is estimated that the City will collect approximately \$650,000.

Total revenues of the General fund for 2022 as stated on page 3 are estimated at \$31,387,352. Total expenditures of the General fund for 2022 as stated on pages 4 and 5 before transfers and refunds are estimated to be \$28,079,972. Transfers / Subsidies from the General fund for 2022 are estimated to be \$3,264,518.

☐ Fire/Paramedic Levy Fund

The Fire/Paramedic Levy has combined 7.15 mill permanent levies with no expiration date. Revenues in the Fire/Paramedic Levy fund are estimated to be \$7,798,500 in 2022. The operating expenses (personnel costs, other expenses and capital outlay) of the Fire/Paramedic Levy fund are estimated to be \$8,246,939.

☐ Other Operating Funds

Other operating funds included in the 2022 Tax Budget are on pages 8 and 9 and are estimated to be continuations of current budget spending levels with adjustments made for changes in other costs.

☐ Capital Project Spending

Funding for capital projects are outlined in the Statement of Permanent Improvements on pages 10 through 10b in the 2022 Tax Budget. These projects were taken from the 2021-2025 Capital Improvement Program and are projects, which are reviewed and approved by Council on an individual basis. The presentation of these projects in this tax budget are intended to forecast a level of spending for capital outlay.

☐ Debt Service

A 2022 Schedule of Outstanding Debt is presented on page 12. This budget estimates that the City will have approximately \$14.4 million outstanding in debt on January 1, 2022 and make principal payments of \$2 million throughout the budget year.

Emergency Provision Explanation:

Failure to pass a tax budget before July 15th and submit a tax budget to the County Auditor before July 20 of each year may jeopardize the City's share of Local Government funds.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2022 Tax Budget Resolution
2. TAX BUDGET 22

RESOLUTION NO. _____

RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF
FAIRFIELD, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1,
2022 AND SUBMITTING THE SAME TO THE BUTLER COUNTY
AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, the City Manager has heretofore prepared a tentative budget for the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2022 showing detailed estimates of all balances that will be available at the beginning of the year 2022 for the purposes of such year, and of all revenues to be received for such fiscal year, including all general and special taxes, charges for utility services, recreational fees and all other types and classes of revenues; also estimates of all expenditures or charges in or for the purpose of such fiscal year to be paid or met from said revenues or balances; and otherwise conforming with the requirements of law; and;

WHEREAS, said budget has been made conveniently available for public inspection for at least ten (10) days by having at least two (2) copies thereof on file on the office of the Clerk of Council; and

WHEREAS, the Council held a public hearing on said budget of which public notice was given by publication not less than ten (10) days prior to the date thereof.

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

- Section 1. The tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2022 heretofore prepared by the City Manager and submitted to this Council, copies of which have been and are on file in the offices of Finance and Clerk of Council which is incorporated herein by reference, be and it is hereby adopted, as the official budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2022.
- Section 2. The Clerk of Council be and is hereby authorized and directed to certify a copy of said budget and a copy of this resolution and to transmit the same to the County Auditor of Butler County, Ohio.
- Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the budget must be submitted to the Butler County Auditor in a timely manner in accordance with law; wherefore, this Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

City of Fairfield
Butler County, Ohio
2022 Tax Budget



**City of Fairfield
Butler County, Ohio**

This Budget must be adopted by the Council of Fairfield, Ohio on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the County Auditor of said County:

The following Budget year beginning January 1, 2022, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed

Jacob Burton, Finance Director

SCHEDULE A

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

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved Budget Commission 10 Mill Limitation	Budget Year Amount Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
GOVERNMENT FUNDS					
GENERAL FUND	1,223,525			1.29	
FIRE/EMS LEVY FUND	6,750,000				7.15
	-				
PROPRIETARY FUNDS					
FIDUCIARY FUNDS					
TOTAL ALL FUNDS	7,973,525				

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	Tax Year County Auditor's Estimate of Yield (Carry to Sch A, Col 3)
GENERAL FUND:		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Current Expense Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION		
SPECIAL LEVY FUNDS:		
Frie/EMS Levy Fund, Levy authorized by voters on 3/7/2000		
not to exceed cont. years. Authorized under Sect. ,R.C.	4.65	
Fire/EMS Levy Fund, Levy authorized by voters on 11/8/2017		
not to exceed years. Authorized under Sect. ,R.C.	2.5	
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		
Fund, Levy authorized by voters on		
not to exceed years. Authorized under Sect. ,R.C.		

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2019 Actual	2020 Actual	Current Year Estimated for 2021	Budget Year Estimated for 2022
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	1,230,912	1,232,263	1,175,000	1,223,500
Tangible Personal Property Taxes	54	47	25	25
Municipal Income Taxes	25,816,842	26,298,838	25,000,000	25,500,000
Other Local Taxes	205,346	144,524	200,000	200,000
Total Local Taxes	27,253,154	27,675,672	26,375,025	26,923,525
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	699,467	698,275	650,000	650,000
Estate Tax	-	-	-	-
Cigarette Tax	1,716	1,612	1,500	1,500
Liquor Tax	50,247	13,595	10,000	10,000
Local Government Assistance Fund	-	-	-	-
Other State Shared Taxes and Permits	196,430	281,764	160,850	150,000
Total State Shared Taxes and Permits	947,860	995,246	822,350	811,500
Federal Grants or Aid	-	-	-	-
State Grants or Aid	79,663	40,272	-	-
Other Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	79,663	40,272	-	-
Interest Income	452,919	267,915	150,000	150,000
Special Assessments	58,556	71,188	27,000	27,000
Building and Construction Permits	383,063	382,001	284,750	300,000
Charges for Services	1,223,070	1,017,974	833,654	850,327
Fines, Licenses and Permits	1,127,951	1,026,854	896,500	900,000
Miscellaneous Revenues	564,205	760,630	669,385	500,000
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers				
Advances				
Other Sources	973,077	1,101,367	987,000	925,000
TOTAL REVENUES	33,063,519	33,339,120	31,045,664	31,387,352

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2019 Actual	2020 Actual	Current Year Estimated for 2021	Budget Year Estimated for 2022
EXPENDITURES				
Security of Persons and Property				
Personal Services and Benefits	10,620,058	9,322,685	11,751,378	11,986,406
Travel Transportation	69,341	30,661	86,000	86,860
Contractual Services	1,209,079	1,105,778	1,387,344	1,401,217
Supplies and Materials	248,655	223,261	335,322	338,675
Capital Outlay	-	-	-	-
Total Security of Persons and Property	12,147,133	10,682,385	13,560,044	13,813,158
Public Health Services				
Personal Services and Benefits				-
Travel Transportation				-
Contractual Services	20,791	20,408	22,000	22,220
Supplies and Materials				-
Capital Outlay				-
Total Public Health Services	20,791	20,408	22,000	22,220
Leisure Time Activities				
Personal Services and Benefits	1,919,041	1,763,495	1,948,774	1,987,749
Travel Transportation	17,298	9,698	19,000	19,190
Contractual Services	599,871	500,343	711,988	719,108
Supplies and Materials	260,625	224,044	371,052	374,763
Capital Outlay	-	-	-	-
Total Leisure Time Activities	2,796,835	2,497,580	3,050,814	3,100,810
Community Environment				
Personal Services and Benefits	1,338,843	1,388,740	1,414,250	1,442,535
Travel Transportation	19,825	14,514	21,507	21,722
Contractual Services	45,083	54,690	78,324	79,107
Supplies and Materials	11,591	9,602	19,230	19,422
Capital Outlay	-	-	-	-
Total Community Environment	1,415,342	1,467,545	1,533,311	1,562,787
Basic Utility Services				
Personal Services and Benefits				-
Travel Transportation				-
Contractual Services	471,932	484,807	537,500	542,875
Supplies and Materials				-
Capital Outlay				-
Total Basis Utility Services	471,932	484,807	537,500	542,875

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2019 Actual	2020 Actual	Current Year Estimated for 2021	Budget Year Estimated for 2022
Public Works				
Personal Services and Benefits	967,640	928,548	1,003,170	1,023,233
Travel Transportation	4,878	1,365	9,925	10,024
Contractual Services	213,590	177,507	287,253	290,126
Supplies and Materials	48,957	30,954	71,111	71,822
Capital Outlay	-	-	-	-
Total Public Works	1,235,066	1,138,374	1,371,459	1,395,205
General Government				
Personal Services and Benefits	4,471,198	4,269,287	4,382,967	4,470,626
Travel Transportation	70,613	27,880	125,187	126,439
Contractual Services	2,623,840	2,348,593	2,793,258	2,821,191
Supplies and Materials	63,496	78,006	122,570	123,796
Capital Outlay	251,902	284,942	99,867	100,866
Total General Government	7,481,049	7,008,708	7,523,849	7,642,917
Total General Fund Before Other Uses	25,568,149	23,299,806	27,598,977	28,079,972
Debt Service				
Other Uses of Funds	-	-	-	-
Transfers - Other Agencies	259,119	253,518	-	264,518
to SCM & R /Garage Fund	1,400,000	720,000	750,000	750,000
to Fire Levy Fund	-	-	-	-
to Street Improvement Fund	1,016,302	2,028,766	1,074,690	-
to Capital Improvement Fund	1,016,302	3,528,766	1,074,690	-
to Park Development Fund	-	-	813,000	-
to Recreation Facilities Fund	300,000	350,000	350,000	350,000
to Municipal Garage Fund	200,000	200,000	200,000	200,000
to Solid Waste Management Fund	100,000	-	-	-
Refunds	1,609,448	650,692	1,000,000	1,700,000
Total Other Uses of Funds	5,901,170	7,731,742	5,262,380	3,264,518
TOTAL EXPENDITURES	31,469,319	31,031,548	32,861,357	31,344,490
Revenues over/(under) Expenditures	1,594,200	2,307,572	(1,815,693)	42,862
Beginning Unencumbered Balance	18,597,106	20,191,306	22,498,878	20,683,185
Ending Cash Balance	20,191,306	22,498,878	20,683,185	20,726,047
Estimated Encumbrances (outstanding at year end)	-	481,860	-	-
Estimated Ending Unencumbered Fund Balance	20,191,307	22,017,018	20,683,185	20,726,047

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

FUND NAME: FIRE LEVY/PARAMEDIC FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2019 Actual	2020 Actual	Current Year Estimated for 2021	Budget Year Estimated for 2022
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	6,658,705	6,733,296	6,678,000	6,750,000
Tangible Personal Property Taxes	-	-	-	-
Total Local Taxes	6,658,705	6,733,296	6,678,000	6,750,000
Charges for Services	1,128,387	1,027,526	1,100,000	1,030,000
Grants	402,575	231,540	-	-
Miscellaneous Revenues	13,470	10,962	8,500	8,500
Interest Income	49,832	46,480	10,000	10,000
Transfers from	-	-	-	-
TOTAL REVENUES	8,252,970	8,049,804	7,796,500	7,798,500
EXPENDITURES				
Fire Protection/EMTA				
Personal Services and Benefits	6,422,926	5,639,011	6,939,279	7,303,065
Travel Transportation	64,377	40,655	47,000	47,470
Contractual Services	624,682	550,910	613,175	619,307
Supplies and Materials	260,904	237,838	261,354	263,968
Capital Outlay	10,440	7,024	13,000	13,130
Total Fire Protection/EMTA	7,383,330	6,475,437	7,873,808	8,246,939
Paramedic/EMTA Services				
Personal Services and Benefits	-	-	-	-
Travel Transportation	-	-	-	-
Contractual Services	-	-	-	-
Supplies and Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Paramedic Services	-	-	-	-
TOTAL EXPENDITURES	7,383,330	6,475,437	7,873,808	8,246,939
Revenues over/(under) Expenditures	869,640	1,574,367	(77,308)	(448,439)
Beginning Unencumbered Balance	2,263,299	3,132,939	4,707,305	4,629,997
Ending Cash Balance	3,132,939	4,707,305	4,629,997	4,181,558
Estimated Encumbrances (outstanding at year end)	-	24,344	-	-
Estimated Ending Unencumbered Fund Balance	3,132,939	4,682,961	4,629,997	4,181,558

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

FUND NAME:

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2019 Actual	2020 Actual	Current Year Estimated for 2021	Budget Year Estimated for 2022
REVENUES				
Local Taxes				
General Property Taxes-Real Estate				
Tangible Personal Property Taxes				
Total Local Taxes			-	-
Charges for Services				
Interest Income				
Transfers from				
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
			-	-
				-
				-
				-
				-
	-		-	-
TOTAL EXPENDITURES	-		-	-
Revenues over/(under) Expenditures	-	-	-	-
Beginning Unencumbered Balance	-	-	-	-
Ending Cash Balance	-	-	-	-
Estimated Encumbrances (outstanding at year end)	-	-	-	
Estimated Ending Unencumbered Fund Balance	-	-	-	-

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

FUND	Estimated Unencumbered Fund Balance Jan-21	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance Dec-21
				Personal Services	Other	Total	
GOVERNMENTAL-SPECIAL REVENUE:							
201 Street Constr, Maint & Repair	3,028,830	3,555,000	6,583,830	1,768,914	1,438,540	3,207,454	3,376,376
202 State Highway Imp	19,607	155,000	174,607	152,175	-	152,175	22,432
205 County Motor Vehicle	156,777	100,000	256,777	-	177,754	177,754	79,023
206 Tax Recreation	29,100	1,200	30,300	-	-	-	30,300
211 Law Enforcement Fund	245,785	5,000	250,785	-	96,590	96,590	154,195
212 Municipal Motor License Fund	328,917	330,000	658,917	329,713	-	329,713	329,204
213 Law Enforcement & Ed Fund	58,153	5,000	63,153	-	30,000	30,000	33,153
214 Driver Alcohol Treatment Fund	159,013	13,000	172,013	-	21,910	21,910	150,103
215 Local Law Enforcement Block Gr Fund	48,820	10,000	58,820	-	5,000	5,000	53,820
216 Probation Services Fund	2,754,639	312,500	3,067,139	360,098	74,000	434,098	2,633,041
217 Computer Maint Fund	938,752	87,500	1,026,252	-	175,656	175,656	850,596
218 Special Project Fund	420,214	51,750	471,964	65,337	40,500	105,837	366,127
219 Mediation Services Fund	761,760	36,000	797,760	-	2,500	2,500	795,260
220 Tax Increment Fund	286,284	30,000	316,284	-	1,000	1,000	315,284
221 Indigent Driver Interlock Fund	391,183	25,000	416,183	-	10,000	5,000	411,183
TOTAL SPECIAL REVENUE FUNDS	9,627,834	4,716,950	14,344,784	2,676,237	2,073,450	4,744,687	9,600,097
DEBT SERVICE FUNDS							
301 General Bond Retirement	4,762	1,669,875	1,674,637	-	1,643,171	1,643,171	31,466
501 Special Assessments	1,821,333	351,598	2,172,931	-	348,698	348,698	1,824,233
TOTAL DEBT SERVICE FUNDS	1,826,095	2,021,473	3,847,568	-	1,991,869	1,991,869	1,855,699
CAPITAL PROJECT FUNDS							
401 Street Improvement	8,996,746	3,175,000	12,171,746	-	4,374,079	4,374,079	7,797,667
402 Capital Improvement	5,055,456	3,133,500	8,188,956	-	5,592,779	5,592,779	2,596,177
407 Water Expansion	346,353	9,000	355,353	-	156,081	156,081	199,272
408 Sewer Expansion	825,950	15,000	840,950	-	10,000	10,000	830,950
409 Flood Protection Fund	5,217	-	5,217	-	-	-	5,217
410 State Issue II Fund	46,591	250,000	296,591	-	151,530	151,530	145,061
411 Downtown Development Fund	52,361	-	52,361	-	19,995	19,995	32,366
413 Park Development Fund	227,095	813,000	1,040,095	-	471,980	471,980	568,115
TOTAL CAPITAL PROJECT FUNDS	15,555,769	7,395,500	22,951,269	-	10,776,444	10,776,444	12,174,825

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

FUND	Estimated Unencumbered Fund Balance Jan-21	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance Dec-21
				Personal Services	Other	Total	
PROPRIETARY: ENTERPRISE FUNDS							
601 Water Revenue	5,512,050	7,086,750	12,598,800	2,562,067	4,088,664	6,650,731	5,948,069
602 Water Bond & Interest	631,112	625,975	1,257,087	-	625,975	625,975	631,112
603 Water Bond Redemption	453,940	-	453,940	-	-	-	453,940
604 Water Replacement & Improvement	832,929	805,000	1,637,929	-	1,222,122	1,222,122	415,807
605 Water Surplus	789,694	750,000	1,539,694	-	528,534	528,534	1,011,160
606 Water Guaranteed Trust	-	65,000	65,000	-	65,000	65,000	-
Total Water Enterprise	8,219,725	9,332,725	17,552,450	2,562,067	6,530,295	9,092,362	8,460,088
620 Sewer Revenue	5,523,806	8,315,100	13,838,906	2,764,954	4,452,941	7,217,895	6,621,011
621 Sewer Bond & Interest	641,505	199,275	840,780	-	201,100	201,100	639,680
622 Sewer Bond Redemption	2,957	-	2,957	-	-	-	2,957
623 Sewer Replacement & Improvement	847,474	2,906,500	3,753,974	-	3,355,555	3,355,555	398,419
624 Sewer Surplus	1,610,569	1,000,000	2,610,569	-	663,591	663,591	1,946,978
Total Sewer Enterprise	8,626,311	12,420,875	21,047,186	2,764,954	8,673,187	11,438,141	9,609,045
630 Solid Waste Management Fund	559,796	2,412,340	2,972,136	-	2,616,223	2,616,223	355,913
640 Recreation Facilities	544,531	1,641,500	2,186,031	730,365	1,080,920	1,811,285	374,746
641 Recreation Activity	217,026	412,000	629,026	271,285	170,861	442,146	186,880
Total Recreation Enterprise	761,557	2,053,500	2,815,057	1,001,650	1,251,781	2,253,431	561,626
TOTAL ENTERPRISE FUNDS	18,167,389	26,219,440	44,386,829	6,328,671	19,071,486	25,400,157	18,986,672
FIDUCIARY: TRUST AND AGENCY FUNDS							
702 Employees Benefits Trust	3,716,134	5,245,000	8,961,134	5,200,695	538,075	5,738,770	3,222,364
705 Municipal Garage Fund	27,646	1,110,000	1,137,646	682,159	469,958	1,152,117	(14,471)
706 Compensated Leave Fund	590,894	2,000	592,894	-	-	-	592,894
707 West Chester JEDD 1	157,423	2,366,077	2,523,500	-	2,366,077	2,366,077	157,423
TOTAL TRUST AND AGENCY FUNDS	4,492,097	8,723,077	13,215,174	5,882,854	3,374,110	9,256,964	3,958,210
TOTAL FOR MEMORANDUM ONLY	49,669,184	49,076,440	98,745,624	14,887,762	37,287,359	52,170,121	46,575,503

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
NETWORK INFRASTRUCTURE MAINTENANCE	100,000.00	25,000.00	Capital Improvement Fund
COMPUTER AND SERVER EQUIPMENT	494,900.00	150,000.00	Capital Improvement Fund
COUNCIL CHAMBERS AV EQUIPMENT	90,000.00	90,000.00	Capital Improvement Fund
CAMERA SURVEILLANCE SYSTEM	37,500.00	15,000.00	Capital Improvement Fund
SUSTAINABILITY PLAN	100,000.00	25,000.00	Capital Improvement Fund
MUNICIPAL BUILDING & ANNEX REPAIRS	100,000.00	25,000.00	Capital Improvement Fund
MUNICIPAL/ANNEX REMODEL	1,250,000.00	0.00	Capital Improvement Fund
PARKS BUILDINGS REPAIRS & UPGRADES	550,000.00	70,000.00	Capital Improvement Fund
LANE LIBRARY REPAIRS	245,000.00	15,000.00	Capital Improvement Fund
PUBLIC WORKS REPAIRS & UPGRADES	540,000.00	350,000.00	Capital Improvement Fund
FIRE ALARM COMMUNICATIONS	20,000.00	20,000.00	Capital Improvement Fund
JUSTICE CENTER REPAIRS & UPGRADES	360,000.00	15,000.00	Capital Improvement Fund
FIREHOUSE REPAIRS & UPGRADES	190,000.00	80,000.00	Capital Improvement Fund
LANDSCAPING OF CITY FACILITIES	225,000.00	75,000.00	Capital Improvement Fund
REPLACEMENT HOSE AND FIRE EQUIPMENT	130,000.00	35,000.00	Capital Improvement Fund
REPLACEMENT OF STAFF VEHICLES(BLDG)	60,000.00	60,000.00	Capital Improvement Fund
REPLACEMENT STAFF VEHICLES (ENG/CS)	70,000.00	35,000.00	Capital Improvement Fund
REPLACE STAFF VEHICLE (BLDG)	30,000.00	0.00	Capital Improvement Fund
COMMUNITY SERVICE VAN (COURT)	65,000.00	30,000.00	Capital Improvement Fund
REPLACEMENT STAFF VEHICLES (ENG/CS)	35,000.00	35,000.00	Capital Improvement Fund
REPLACEMENT OF TRUCK (PARKS)	110,000.00	50,000.00	Capital Improvement Fund
REPLACE BRUSH PICKUP TRUCK (STREET)	200,000.00	0.00	Capital Improvement Fund
REPLACE SNOW TRUCK (STREETS)	770,000.00	200,000.00	Capital Improvement Fund
REPLACE PICKUP TRUCK (STREETS)	415,000.00	95,000.00	Capital Improvement Fund
REPLACE TRACTOR STREETS	90,000.00	0.00	Capital Improvement Fund
REPLACE FORD TRACTOR (STREETS)	315,000.00	0.00	Capital Improvement Fund
REPLACE LEAF MACHINE (STREETS)	95,000.00	0.00	Capital Improvement Fund
REPLACE BACKHOE STREETS	175,000.00	0.00	Capital Improvement Fund
REPLACE CASE LOADER (STREET)	205,000.00	190,000.00	Capital Improvement Fund
REPLACEMENT OF MOWERS (STREETS)	12,000.00	12,000.00	Capital Improvement Fund
REPLACEMENT OF PATROL VEHICLES (PD)	845,000.00	220,000.00	Capital Improvement Fund
PARK RANGER VEHICLE(PD)	105,000.00	0.00	Capital Improvement Fund
REPLACEMENT OF STAFF VEHICLES (PD)	210,000.00	60,000.00	Capital Improvement Fund
REPLACE ALS VEHICLE (FIRE)	160,000.00	60,000.00	Capital Improvement Fund
REPLACE FIRE TRUCK (FIRE)	1,000,000.00	0.00	Capital Improvement Fund
REPLACEMENT OF AMBULANCE (FIRE)	300,000.00	300,000.00	Capital Improvement Fund
POLICE VEHICLE EQUIPMENT	120,000.00	30,000.00	Capital Improvement Fund
TASER REPLACEMENT	100,000.00	100,000.00	Capital Improvement Fund
COMMUNITY ARTS CENTER	335,000.00	130,000.00	Capital Improvement Fund
VILLAGE GREEN PARK/TOWN CENTER	120,000.00	75,000.00	Capital Improvement Fund
PLAYGROUND EQUIPMENT	250,000.00	100,000.00	Capital Improvement Fund
CONNECTIVITY AND OVERLAY PROGRAM	130,000.00	40,000.00	Capital Improvement Fund
PARKS MAINT BUILDING IMPROVEMENTS	400,000.00	150,000.00	Capital Improvement Fund
REPLACEMENT OF PARK SITE AMENITIES	105,000.00	30,000.00	Capital Improvement Fund
HARBIN PARK RENOVATIONS	2,375,000.00	75,000.00	Capital Improvement Fund
PARKS EQUIPMENT	235,000.00	35,000.00	Capital Improvement Fund
GREAT MIAMI RIVER PATH EXTENSION	1,450,000.00	50,000.00	Capital Improvement Fund
WATERWORKS/TRAILHEAD RESTROOMS	320,000.00	300,000.00	Capital Improvement Fund
TOTAL	\$15,639,400.00	\$3,452,000.00	

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
FACILITIES MAINTENANCE	200,000.00	50,000.00	Capital Improvement Fund
SECURITY UPGRADES/CAMERAS	90,000.00	45,000.00	Capital Improvement Fund
DRAINAGE IMPROVEMENTS (CONTRACTED)	375,000.00	75,000.00	Capital Improvement Fund
DRAINAGE IMPROVEMENTS (IN HOUSE)	400,000.00	100,000.00	Capital Improvement Fund
STORM SEWER WATER QUALITY PROGRAM	60,000.00	15,000.00	Capital Improvement Fund
LANDSCAPE MAINTENANCE PROGRAM	725,000.00	170,000.00	Capital Improvement Fund
STREET LIGHT INSTALLATION	27,500.00	5,000.00	Capital Improvement Fund
PARKING LOT MAINTENANCE PROGRAM	615,000.00	100,000.00	Capital Improvement Fund
RENTAL EQUIPMENT FOR PROJECTS	80,000.00	20,000.00	Capital Improvement Fund
STREET LIGHT REPLACEMENT PROJECT	680,000.00	150,000.00	Capital Improvement Fund
STREAM/RIVER EROSION CONTROL IMPROV	100,000.00	0.00	Capital Improvement Fund
STORM SEWER LINING (VARIOUS)	175,000.00	75,000.00	Capital Improvement Fund
GOLF COURSE IMPROVEMENTS & MAINT	500,000.00	0.00	Capital Improvement Fund
MOWERS/EQUIPMENT REPLACEMENT	150,000.00	0.00	Capital Improvement Fund
TRAFFIC ENGINEERING / SPARE PARTS	95,000.00	20,000.00	County Motor Vehicle Fund
TRAFFIC - ILLUMINATED SIGN REPLACE	175,000.00	0.00	County Motor Vehicle Fund
TRAFFIC STUDY - SIGNAL PERFORMANCE	45,000.00	20,000.00	County Motor Vehicle Fund
TRAFFIC SIGNAL SPAN/MAST- ENG	300,000.00	0.00	County Motor Vehicle Fund
SOFTWARE MAINTENANCE	65,500.00	20,500.00	General Fund
CITY WIDE REDEVELOPMENT FUND	200,000.00	50,000.00	General Fund
SIDEWALK INSTALLATION	190,000.00	40,000.00	General Fund
SIDEWALK/APRON PROGRAM	1,090,000.00	320,000.00	General Fund
PLEASANT AVENUE GATEWAY - ENG	1,060,000.00	110,000.00	General Fund
CCTV REPLACEMENT	40,000.00	10,000.00	Law Enforcement Fund
GRANGE PARK/JOE NUXHALL RENOVATIONS	175,000.00	0.00	Park Development Fund
MARSH PARK IMPROVEMENTS	3,575,000.00	0.00	Park Development Fund
BEAUTIFICATION/LANDSCAPING	200,000.00	50,000.00	Recreation Facilities Fund
BLACKTOP/OVERLAY	70,000.00	20,000.00	Recreation Facilities Fund
GOLF COURSE MAINTENANCE EXPANSION	300,000.00	300,000.00	Recreation Facilities Fund
GOLF COURSE IMPROVEMENTS & MAINT	130,000.00	130,000.00	Recreation Facilities Fund
LIME RESIDUAL SANITARY SEWER	20,000.00	20,000.00	Sewer Expansion Fund
SANITARY SEWER REHABILITATION	400,000.00	100,000.00	Sewer R & I Fund
WASTEWATER PLANT CONCRETE/MASONRY	56,000.00	14,000.00	Sewer R & I Fund
PAVEMENT REPAIRS AND REPLACEMENT	130,000.00	15,000.00	Sewer R & I Fund
BUILDING IMPROVEMENTS	380,000.00	60,000.00	Sewer R & I Fund
AUTOMATIC METER READING (AMR)	3,550,000.00	2,000,000.00	Sewer R & I Fund
EFFLUENT PIPELINE	385,000.00	20,000.00	Sewer R & I Fund
REPLACEMENT OF TRUCK (SEWER)	125,000.00	0.00	Sewer Surplus Fund
REPLACE SEWER VACUUM TRUCK	417,000.00	375,000.00	Sewer Surplus Fund
ROOT CONTROL MAINTENANCE PROGRAM	80,000.00	20,000.00	Sewer Surplus Fund
MANHOLE REHABILITATION PROGRAM	40,000.00	10,000.00	Sewer Surplus Fund
PRIMARY SYSTEM TANK OVERHAUL	215,000.00	50,000.00	Sewer Surplus Fund
INSTRUMENTATION REPLACEMENT	30,000.00	7,500.00	Sewer Surplus Fund
PUMP OVERHAUL/REPLACEMENT PROGRAM	150,000.00	75,000.00	Sewer Surplus Fund
VIDEO AND SEWER CLEANING EQUIPMENT	125,000.00	10,000.00	Sewer Surplus Fund
MONITORING EQUIPMENT	\$30,000.00	\$7,500.00	Sewer Surplus Fund
ELECTRICAL IMPROVEMENTS	56,000.00	14,000.00	Sewer Surplus Fund
SANITARY SEWER FLOW MODELING	30,000.00	7,500.00	Sewer Surplus Fund
TOTAL	\$18,107,000.00	\$4,701,000.00	

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
AERATION SYSTEM IMPROVEMENTS	2,250,000.00	900,000.00	Sewer Surplus Fund
PRIMARY BOILER REPLACEMENT	350,000.00	300,000.00	Sewer Surplus Fund
WATER MAIN IMPROVEMENTS	450,000.00	250,000.00	Sewer Surplus Fund
SECONDARY CLARIFIER LIFTSTATION	1,020,000.00	70,000.00	Sewer Surplus Fund
COMMERCE CENTER SEWERS	250,000.00	250,000.00	Sewer Surplus Fund
ANNUAL STREET PAVING PROGRAM	8,235,000.00	2,385,000.00	Street Improvement Fund
ANNUAL CONCRETE PROGRAM	3,550,000.00	900,000.00	Street Improvement Fund
PAVEMENT MARKING PROGRAM	495,000.00	120,000.00	Street Improvement Fund
GEOTECHNICAL EXPLORATION & TESTING	40,000.00	10,000.00	Street Improvement Fund
STREET MAINTENANCE - CRACK SEALING	120,000.00	30,000.00	Street Improvement Fund
DRYWELL CLEANING	10,000.00	10,000.00	Street Improvement Fund
RIVER/GROH/CHATEAU - CONSTRUCTION	1,700,000.00	0.00	Street Improvement Fund
BYPASS 4 MILLING - CONSTRUCTION	3,481,806.00	150,000.00	Street Improvement Fund
SIDEWALK AND TRAIL CONNECTIONS	570,000.00	150,000.00	Street Improvement Fund
S GILMORE (RESOR-MACK) R/W	360,000.00	100,000.00	Street Improvement Fund
SEWARD AND ROUTE 4 - ENGINEERING	877,500.00	0.00	Street Improvement Fund
SEWARD AND 4 - FINAL ENGINEERING	2,522,500.00	192,500.00	Street Improvement Fund
RT 4/MICHAEL/CAMELOT - CONSTRUCTION	1,443,526.00	1,251,026.00	Street Improvement Fund
ROUTE 4 PAVING SOUTH - CONSTRUCTION	2,760,000.00	0.00	Street Improvement Fund
PLEASANT AVENUE (AUGUSTA TO RESOR)	600,000.00	0.00	Street Improvement Fund
WATER COMPUTER MODELING	80,000.00	20,000.00	Water Expansion Fund
COUNTY INTERCONNECT PRV	45,000.00	20,000.00	Water Expansion Fund
NEW PRODUCTION WELLS	690,000.00	650,000.00	Water Expansion Fund
REPLACE MAJOR PROCESS EQUIPMENT	625,000.00	500,000.00	Water R & I Fund
WATER PLANT CONCRETE/MASONRY REPAIR	100,000.00	25,000.00	Water R & I Fund
BOOSTER STATION IMPROVEMENTS	230,000.00	35,000.00	Water R & I Fund
DISTRIBUTION SYSTEM IMPROVEMENTS	4,450,000.00	1,500,000.00	Water R & I Fund
WATER TANK/TOWER MAINTENANCE	1,400,000.00	550,000.00	Water R & I Fund
BUILDING IMPROVEMENTS	104,000.00	50,000.00	Water R & I Fund
ELECTRICAL IMPROVEMENTS	1,135,000.00	45,000.00	Water R & I Fund
AUTOMATIC METER READING (AMR)	5,050,000.00	2,000,000.00	Water R & I Fund
REPLACE STAFF VEHICLES WATER	60,000.00	0.00	Water Surplus Fund
REPLACEMENT OF PICKUP TRUCK (WATER)	50,000.00	0.00	Water Surplus Fund
REPLACE FORKLIFT WATER	\$30,000	\$0	Water Surplus Fund
REPLACE BACK HOE (WATER)	\$130,000.00	\$130,000.00	Water Surplus Fund
MAINTAIN RAW WATER PRODUCTION WELLS	\$200,000.00	\$50,000.00	Water Surplus Fund
INSTRUMENTATION REPLACEMENT PROGRAM	\$100,000.00	\$40,000.00	Water Surplus Fund
SECURITY/SURVEILLANCE	\$40,000.00	\$25,000.00	Water Surplus Fund
PUMP OVERHAUL/REPLACEMENT PROGRAM	\$150,000.00	\$60,000.00	Water Surplus Fund
REPLACE NON-PROCESS EQUIPMENT	\$22,000.00	\$7,000.00	Water Surplus Fund
REPLACE FIRE HYDRANTS	\$60,000.00	\$15,000.00	Water Surplus Fund
SMALL WATER LINE IMPROVEMENTS	\$600,000.00	\$150,000.00	Water Surplus Fund
ASPHALT/CONCRETE REPLACEMENT	\$260,000.00	\$65,000.00	Water Surplus Fund
FACILITY GROUNDS LANDSCAPE	\$22,500.00	\$7,500.00	Water Surplus Fund
VALVE BOXES AND COVERS	\$45,000.00	\$15,000.00	Water Surplus Fund
ICE PIGGING	100,000	\$50,000.00	Water Surplus Fund
SCADA INTREGRATION	\$125,000.00	\$40,000.00	Water Surplus Fund
CLARIFIER REHABILITATION	\$30,000.00	\$30,000.00	Water Surplus Fund
TOTAL	\$47,018,832.00	\$13,148,026.00	

STATEMENT OF AMOUNTS REQUIRED FOR PAYMENT OF FINAL JUDGEMENTS

[illegible]

PURPOSE OF BONDS AND NOTES	Levy Outside 10 Mill Limit	Date of Issue	Due Date	Rate of Interest	Amount of Bonds & Notes Outstanding 12/31/2021	Amount Required for Interest	Amount Required for Principal
OUTSIDE 10 MILL LIMIT							
Notes:							
Various Purpose Bond Anticipation Notes	City Ordinance	4/27/2021	4/26/2022	0.6250%	5,600,000	69,000	700,000
Bonds:							
Special Assessment Debt	City Ordinance	Various	6/1/2021	Various	145,130	2,991	48,910
Roadway Improvement Bonds 2010	City Ordinance	6/29/2010	12/1/2030	4.6400%	4,780,000	292,284	450,000
Various Purpose Bonds Refunding 2002	City Ordinance	4/25/2012	12/1/2021	3.6600%	-	-	-
Various Purpose Bonds Refunding 2003	City Ordinance	4/25/2012	12/1/2023	3.6600%	960,000	28,800	475,000
Various Purpose 2017 - Refunding 2009 Justice/Golf	City Ordinance	8/16/2017	12/1/2029	1.5000%	2,925,000	92,875	335,000
Total Bonds					8,810,130	416,950	1,308,910
Total Debt					14,410,130	485,950	2,008,910
Breakdown by Fund:							
General Bond Retirement					8,665,000	413,959	1,260,000
Special Assessment					145,130	2,991	48,910
Water Bond & Interest					4,580,000	53,700	530,000
Sewer Bond & Interest					1,020,000	15,300.00	170,000
Total					14,410,130	485,950	2,008,910

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Butler County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of Fairfield, Ohio for the BUDGET YEAR beginning January 1, 2022

FUND	Estimated Unencumbered Fund Balance Jan-21	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPES							
General Fund	22,498,878	1,223,500	25	650,000		31,465,595	55,837,998
Special Revenue Funds	14,335,139	6,750,000	-			-	21,085,139
Debt Service Funds	1,826,095	-	-	-	-	2,021,473	1,855,699
Capital Project Funds	15,555,769	-	-	-	-	7,395,500	12,174,825
PROPRIETARY FUND TYPES							
Enterprise Funds	18,167,389	-	-	-	-	26,219,440	18,986,672
Internal Service Funds							
FIDUCIARY FUND TYPE							
Trust and Agency Funds	4,492,097	-	-	-	-	8,723,077	3,958,210
TOTAL ALL FUNDS	76,875,367	7,973,500	25	650,000	-	75,825,085	113,898,542

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each must govern the amount of appropriation from such fund.

Date

Budget Commission

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES-continued

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FUND	Estimated Unencumbered Fund Balance Jan-21	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL-SPECIAL REVENUE:							
100 General Fund							
GOVERNMENTAL-SPECIAL REVENUE:							
201 Street Constr, Maint & Repair							
202 State Highway Imp							
203 Fire Levy							
205 County Motor Vehicle							
206 Tax Recreation							
207 Paramedic Levy							
210 Community Dev Block Grant							
211 Law Enforcement Fund							
212 Municipal Motor License Fund							
213 Law Enforcement & Ed Fund							
214 Driver Alcohol Treatment Fund							
215 Local Law Enforcement Block Gr Fund							
TOTAL SPECIAL REVENUE FUNDS							
DEBT SERVICE FUNDS							
301 General Bond Retirement							
501 Special Assessments							
TOTAL DEBT SERVICE FUNDS							
CAPITAL PROJECT FUNDS							
401 .3% Street Improvement							
402 .2% Capital Improvement							
407 Water Expansion							
408 Sewer Expansion							
409 Flood Protection Fund							
410 State Issue II Fund							
411 Downtown Development Fund							
TOTAL CAPITAL PROJECT FUNDS							

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES-continued

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FUND	Estimated Unencumbered Fund Balance Jan-21	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
PROPRIETARY: ENTERPRISE FUNDS							
601 Water Revenue							
602 Water Bond & Interest							
603 Water Bond Redemption							
604 Water Replacement & Improvement							
605 Water Surplus							
606 Water Guaranteed Trust							
Total Water Enterprise							
620 Sewer Revenue							
621 Sewer Bond & Interest							
622 Sewer Bond Redemption							
623 Sewer Replacement & Improvement							
624 Sewer Surplus							
Total Sewer Enterprise							
630 Solid Waste Management Fund							
640 Fairfield Golf							
641 Recreation Activity							
Total Recreation Enterprise							
TOTAL ENTERPRISE FUNDS							
FIDUCIARY: TRUST AND AGENCY FUNDS							
701 Employees Trust							
702 Employees Benefits Trust							
704 Deferred Compensation Fund							
TOTAL TRUST AND AGENCY FUNDS							
TOTAL FOR MEMORANDUM ONLY							

Attachment: TAX BUDGET 22 (1891 : 2022 Tax Budget)

COUNTY AUDITOR'S ESTIMATE
Tax Levies and Rates for **2022 in the City of Fairfield, Ohio**
Assessed Valuation \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITH IN 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
TOTAL		
LEVIES OUTSIDE 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
STATE		
TOTAL		
TOTAL LEVY FOR ALL PURPOSES		



City Council Resolution
Regular Meeting - July 12, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

American Rescue Plan Act Agreement

Legislation Title:

Resolution authorizing the Acting City Manager to enter into an award agreement related to the American Rescue Plan Act of 2021 and affirming that all Coronavirus State and Local Recovery Funds received shall be expended only to cover costs of the City of Fairfield which are consistent with the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions and declaring an emergency.

Recommendation:

It is necessary for City Council to pass a resolution authorizing the Acting City Manager to sign the terms and conditions in order to qualify for distribution of monies from the American Rescue Plan Act.

Background/Synopsis:

In order for municipalities to receive their distribution, there are several steps to take now that are required by the U.S. Department of the Treasury to prepare to request funding from the State of Ohio:

- Obtain or confirm your local government's valid DUNS number
- Gather your local government's payment information:
 - Local government name, Entity's Taxpayer Identification Number, DUNS number, and address
 - Authorized representative name, title, and email
 - Contact person name, title, phone, and email
 - Financial institution information (e.g., routing and account number, financial institution name and contact information)
- Confirm your local government's top-line budget total (defined as your local government's total annual operating budget, including the general fund and other funds, in effect as of January 27, 2020)
- Review award terms and conditions agreement (as provided by Treasury to be signed)
- Review assurances of compliance with Title VI of the Civil Rights Act of 1964 (as provided by Treasury to be signed)

The majority of the required information will be provided by the Finance Department, with the exception of authorization for the Acting City Manager to sign the award terms and conditions agreement and signing the assurances of compliance with Title VI of the Civil Rights Act of 1964.

Financial Impact:

None at this time.

Emergency Provision Explanation:

As American Rescue Plan Act funds are anticipated to be received in the coming weeks, having authorization to sign the award terms and conditions agreement will allow the City to receive Coronavirus State and Local Fiscal Recovery Funds as soon as distribution from the State of Ohio begins.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. ARPATermsandConditions-Res
2. NEU_Award_Terms_and_Conditions - Exhibit A

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACTING CITY
MANAGER TO ENTER INTO AN AWARD AGREEMENT
RELATED TO THE AMERICAN RESCUE PLAN ACT OF 2021
AND AFFIRMING THAT ALL CORONAVIRUS STATE AND
LOCAL FISCAL RECOVERY FUNDS RECEIVED SHALL BE
EXPENDED ONLY TO COVER COSTS OF THE CITY OF
FAIRFIELD WHICH ARE CONSISTENT WITH THE U.S.
DEPARTMENT OF THE TREASURY CORONAVIRUS STATE
AND LOCAL FISCAL RECOVERY FUND AWARD TERMS
AND CONDITIONS AND DECLARING AN EMERGENCY.

WHEREAS, in preparation to receive American Rescue Plan Act of 2021
Funding, Council is required to authorize an agreement related to said funding.

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

Section 1

The Acting City Manager is hereby authorized to enter into an award
agreement related to the American Rescue Plan Act of 2021 pursuant to the terms and
conditions set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2

This Resolution is hereby declared to be an emergency measure necessary for
the immediate preservation of the public peace, health, safety and welfare and for the
urgent benefit and protection of the City and its inhabitants for the reason that the City
of Fairfield qualify for its share of American Rescue Plan Act funding as soon as
possible; wherefore, this Resolution shall take effect immediately upon its passage.

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

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



City Council Resolution
Regular Meeting - July 12, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

American Rescue Plan Act Fund

Legislation Title:

Resolution establishing the American Rescue Plan Act Fund and declaring an emergency.

Recommendation:

It is necessary for City Council to pass a resolution in order to establish a American Rescue Plan Act

Fund for distribution of monies from the Coronavirus State and Local Fiscal Recovery Funds.

Background/Synopsis:

The Federal Funding Accountability and Transparency Act (FFATA) requires separate accountability for direct recipients as well as subrecipients of federal awards greater than \$25,000. This transparency is usually accomplished through the use of separate funds. Additionally, ORC 5705.09 requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law requires to be used for a particular purpose. ORC 5705.12 further requires the taxing authority of a subdivision to establish, with the approval of the Auditor of State, a separate fund for money derived from specified sources other than the general property tax. The Auditor of State approves taxing authorities to establish the separate funds required for separate accountability of federal programs upon adopted of a local ordinance or resolution. Local governments do not need to seek Auditor of State approval for establishing new COVID-19 federal programs.

The City of Fairfield's anticipated allocation from the American Rescue Plan Act totals \$4,457,995.58 which will be received in two tranches, receiving \$2,228,997.79 in the coming weeks, and again receiving \$2,228,997.79 at approximately this same time frame in 2022.

Financial Impact:

None at this time. Funds are anticipated to be received in the coming weeks, and will be expended upon approval of City Council and within the specific guidance issued by the U.S. Department of Treasury.

Emergency Provision Explanation:

As encouraged by Ohio Auditor of State Bulletin 2021-004, establishment of this fund prior to receiving the City's first tranche allocation allows for separate accountability for federal programs authorized by the American Rescue Plan Act of 2021.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. AmericanRescuePlanActFund-Res

RESOLUTION NO. _____

RESOLUTION ESTABLISHING THE AMERICAN RESCUE
PLAN ACT FUND AND DECLARING AN EMERGENCY.

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

Section 1

The American Rescue Plan Act Fund is hereby established (Fund # 266) in
order to receive and disburse funds from the Coronavirus State and Local Fiscal
Recovery Funds related to the American Rescue Plan Act.

Section 2

This Resolution is hereby declared to be an emergency measure necessary for
the immediate preservation of the public peace, health, safety and welfare and for the
urgent benefit and protection of the City and its inhabitants for the reason that the City
of Fairfield qualify for its share of American Rescue Plan Act funding as soon as
possible; wherefore, this Resolution shall take effect immediately upon its passage.

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



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$20,000 for concrete repairs (existing contract);
 \$107,000 for Planning and Zoning Code update;
 \$800,000 for Winton/S. Gilmore at I-275 Ramp Y

Financial Impact: \$927,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriations.071221
2. Contractual 7-12-Ord



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for concrete repairs

Legislation Title:

Appropriation for concrete repairs associated with water repair efforts

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$20,000.00 for concrete repairs following water system repair work.

Background/Synopsis:

The request is for appropriations necessary to pay for permanent concrete repairs to roads, curbs, sidewalks, and driveway aprons following excavations performed by Public Utilities Department staff associated with the repair/replacement of buried water infrastructure, as well as to pay for other miscellaneous pavement improvements at Public Utilities Department facilities.

Concrete repairs will be performed by Prus Construction under an existing City contract administered by Fairfield's Public Works Department. Public Works' inspectors measure/mark all locations in need of repair following utility excavations; inspectors also oversee contractor performance to verify concrete repairs are performed in accordance with City standards. A list of the current pending concrete repairs is attached for Council review; contingency funding is requested as additional concrete work can be expected.

It is recommended that City Council authorize an appropriation in the amount of \$20,000.00 for concrete repairs following water system repair work.

Financial Impact:

2021 funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT14 (Asphalt/Concrete Replacement). \$20,000.00 is requested from 1WT14. The funding source is the Water Surplus Fund.

Emergency Provision Explanation:

N/A

Attachment: Contractual Appropriations.071221 (2904 : Contractual Appropriations)

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. utilities cost estimate 6 8 21

*(Utilities Only)***2021**

		SW/sf	Curb/lf	Apron sf	Water	Sewer
Bordeaux Way	4'x10' sw	40			X	
Lake Michigan Dr		36			X	
Mack Rd			12		X	
Magie Ave	SW corner at Pleasant	48			X	
Nilles Rd	Ty 2 curb, portion sw	10	5		X	
Oberlin Dr	31lf curb, 10'x9' apron		31	180	X	
Pleasant Ave	Ty 2 curb, portion sw	50	11		X	
Pleasant Ave	on access drive	40			X	
Parliament Ct	1 sw block	20			X	
Camelot Dr	3/4 apron and sw	60		198	X	
Castleton Dr	Ty 6 curb		15		X	
Hicks Blvd		10			X	
North Gilmore Rd		23			X	
Sherry Ln	sw	40			X	
Genevieve Pl	roll curb		16		X	
Happy Valley Dr at Morningside Dr	curb, sw and ramp	75	16		X	
Peachtree Ct	4x10 SW	40				X
		492	106	378		

Proposed Work

Ramp	\$	450.00
492 sf 4" sidewalk @ \$9.50	\$	4,674.00
90 lf curb at \$35	\$	3,150.00
16 lf Type 2 curb at \$40	\$	640.00
378 sf of 7" apron	\$	3,685.50

Total estimated cost **\$ 12,599.50**

*or PW by work orders and utility personnel.
led, final as built costs may be higher.*

Additional work requested by J Hunold

Water Plant		
7' thick, 89sf Conc pad at double doors	\$867.75	
4" sidewalk, 124sf	\$1,178.00	
Water Plant Total	\$2,045.75	

\$12,599.50 + \$2,045.75 = \$14,645.25

Attachment: ContractualAppropriations.071221 (2904 : Contractual Appropriations)

ORDINANCE NO. _____

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

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

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

From: Unappropriated General Fund \$107,000

To: 10016023-233900 Other Professional Services \$107,000
(Zoning Code Update 1DV03)

From: Unappropriated Street Improvement Fund \$800,000

To: 40116025-252000 Improvements Other Than \$800,000
Building
(Engineering for Winton/South Gilmore Road at I-275 1PW29)

From: Unappropriated Water Surplus Fund \$20,000

To: 60516025-252000 Improvements Other Than \$20,000
Building
(Asphalt / Concrete Replacement 1WT14)

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	_____	

Attachment: Contractual 7-12-Ord (2904 : Contractual Appropriations)

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Contractual 7-12-Ord

Attachment: Contractual 7-12-Ord (2904 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$35,000 for replacement garbage cans and drinking fountains;
 \$12,500 for Raw Water Well 3 Pump Repairs;
 \$20,000 for Root Control Maintenance Program;
 \$31,650 for ForkTruck purchase #218 (Streets);
 \$39,698 for ForkTruck purchase #240 (Water);
 \$15,500 for asphalt repairs;
 \$53,331 for Justice Center Repairs and Upgrades (various vendors);
 \$21,740 for outfitting for Animal Control Vehicle #758 (Police);
 \$20,000 for miscellaneous traffic signal upgrades/spare parts.

Financial Impact: \$249,419.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.071221
2. NonContractual 7-12-Ord



City Council Information Item
Regular Meeting - July 12, 2021

Submitted by: Bob Schappacher,
 Submitting Department: Parks

Subject:

Garbage Cans and Drinking Fountains

Legislation Title:

Garbage Cans and Drinking Fountains

Background/Synopsis: The appropriation of funds for miscellaneous improvements and upgrades to the Fairfield Parks system is an annual expenditure that is funded under the Capital Improvement Program (CIP). The funds are needed to provide the necessary replacement items and/or improvements to the amenities throughout the Parks within the city. This is an annual expenditure, funded under the Capital Improvement Program and listed in the 2021 CIP as 01PR09. The funds are needed to purchase these items that are listed above.

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

Financial Impact: An appropriation of \$35,000.00 will be needed to address the replacement of Garbage Cans and Drinking Fountains throughout the Parks. The funding will address the following replacement of amenities:

- Replacement of thirty two (32) Garbage Cans at \$668.85 for each plus shipping: \$22,646.30.00 Total
- Replacement of two (2) Drinking Fountains at \$5,725.00 for each plus Shipping: \$ 12,005.00 Total

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

RULE SUSPENSION REQUESTED: Yes

EMERGENCY PROVISION NEEDED: Yes

Attachments:

1. DOC

Quote



**MOST DEPENDABLE
FOUNTAINS, INC.**
5705 Commander Dr. Arlington, TN 38002

Quote QTE57840

Date 6/8/2021

Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF FAIRFIELD OH
411 WESSEL DR
ATTN: BOB SCHAPPACHER
FAIRFIELD OH 45014

Ship To: CITY OF FAIRFIELD
CITY OF FAIRFIELD
411 WESSEL DR
ATTN: BOB SCHAPPACHER
FAIRFIELD OH 45014

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	513-867-5348		UPS GROUND		0/0/0000	116,959
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
2	SE 10145 SMFA	10145 SMFA ADA BOTTLE FILLER W/ELECTRIC EYE GREEN	EA	\$0.00000	\$4,870.00000	\$9,740.00
2	PET FTN ATT.SM	ATTACHED PET FOUNTAIN	EA	\$0.00000	\$855.00000	\$1,710.00

PRODUCTION LEAD TIME IS CURRENTLY 4-5 WEEKS

Subtotal \$11,450.00

Freight \$555.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE

Total \$12,005.00

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



BP Barco Products
Barco Products
24 N Washington Ave
Batavia IL 60510
(800) 338-2697
keyaccounts@barcoproducts.com

Quote
Account Number - 5989
Estimate # QUORCO8631
6/16/2021

Customer
Bob Schappacher
City Of Fairfield Parks and Rec
411 Wessel Dr
Fairfield OH 45014

Ship To
Bob Schappacher
City Of Fairfield Parks
6174 Gray Rd
Fairfield OH 45014

Item	Qty	Rate	Amount	Estimated Lead Time
08SA3812-BK The City™ Series Waste Receptacles/ 55 gal receptacle, dome lid & liner/ Black	32	\$668.85	\$21,403.20	Ships in 8 - 10 Weeks

Subtotal	\$21,403.20
Tax Total (%)	\$0.00
Shipping	\$1,243.10
Total	\$22,646.30

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide 2021 supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS



City Council Information Item
Regular Meeting - July 12, 2021

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Raw Water Well 3 Pump Repairs

Legislation Title:

Raw Water Well 3 Pump Repairs

Background/Synopsis:

Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six raw water / ground water production wells to supply water to its Water Treatment Plant. Raw Water Well #3 was recently cleaned and the pump was inspected and is in need of repairs.

Moody's of Dayton Inc. - the contractor who cleaned the well and inspected the pump - will be performing the pump repairs. A cost estimate is attached for review.

Financial Impact:

An appropriation in the amount of \$12,500.00 is being requested for the repair of the Water Treatment Plant's Raw Water Well 3 pump. Additional funding for the repairs was included in an April 12th funding request titled Well 3 Rehabilitation.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT01, Maintain Raw Water Production Wells. The funding source is the Water Surplus Fund.

Attachments:

1. Fairfield Well 3 2021 Repairs

MOODY'S of Dayton, Inc.

4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysoldayton.com

June 21, 2021

City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Subject: Well 3 Repairs with New Pump

Attention: Mr. Jason Hunold

The motor needed a new seal and regular service. The pump needed to be rebuilt, new bearings and collets are needed. Three new pieces of column pipe are needed as their faces are thin and show thin spots behind the threads (quoting all new as requested).

Following are the costs to repair the pump, motor, and column assembly:

1	Ls	Motor repair.....	\$ 2,147.00
1	Ea	Pump rebuild including wear rings, bushings, fasteners, etc., as required.....	\$ 3,988.00
1	Ea	Repair discharge head assembly.....	\$ 723.00
3	Ea	20 ft column pipe replacement @ \$1,600.00/Ea.....	\$ 4,800.00
25	Hrs	Clean columns, rebuild pump, and discharge repairs,etc @ \$85.00/hr.....	\$ 2,125.00
1	Ls	Re-installation and flow testing.....	\$ 4,900.00
TOTAL REPAIR COST			\$18,683.00

Thank you for the opportunity to serve the City of Fairfield.

Respectfully,

Michael Spicer
Vice President/Geologist

ACCEPTED BY: _____ DATE: _____



City Council Information Item
Regular Meeting - July 12, 2021

Submitted by: Matt Young,
 Submitting Department: Public Utilities

Subject:

Root Control Maintenance Program

Legislation Title:

Root Control Maintenance Program

Background/Synopsis:

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

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

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

Financial Impact:

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

2021 funding for this project is included in the approved 2021-2025 Capital Improvement Program under project number 1WW02, Root Control Maintenance Program. The funding source is the Sewer Surplus fund.

Attachments:

1. Root X - Request for Quotation 20210607
2. Root X - Sole Source 1
3. Root X - Sole Source Letter Fairfield 20150401



Quotation

Monday, June 07, 2021

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

Re: Request for Quotation, Sole Source Letter

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

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

Quantity	Item Description	Unit Price	Extended
28	RootX 40lb. Box	363.00	10,164.00
75	Grease-X 5gal Pail Emulsifier	118.00	8,850.00
Shipping:			935.72
* Total			\$19,949.72

*** Quote valid for 30 days from the date issued.**

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

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

Sincerely,

Sam Watson
Pipe Flow Specialist

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



The Root Intrusion Solution

June 4, 2021

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

Re: RootX Sole Source Letter

Jason,

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

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

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

Thank you for your consideration.

Regards,

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



1705 Salem Industrial Dr. NE, Salem, Oregon 97301 Phone: (800) 844-4974, Fax: (503) 485-5229

06/4/2021

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

To whom it may concern,

Gelco Supply Inc., dba RootX® as the manufacturer, patent holder and EPA registrant (EPA# 68464) is the sole source for RootX® Root Control Chemicals packaged in 40lb. boxes and the RootX application device, the FDU 300.

If you have further questions regarding this issue please feel free to contact RootX® directly at (800) 844-4974.

Sincerely,

Parke Raffensperger
President
Gelco Supply Inc., dba RootX®

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

ForkTruck purchase #218 (Streets)

Legislation Title:

Purchase of a CAT GP25N5 Fork Lift Truck for use at the Street 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 \$31,650 from the Capital Improvement Fund for this purchase.

Background/Synopsis:

This request is for the purchase of a CAT GP25N5 Fork Lift to replace the current Unit # 214, a 1989 Hyster Fork Truck, due to age and condition. This equipment is being purchased through Equipment Depot which is a subsidiary of Mitsubishi Logisnext Americas, with contracts held with Sourcewell joint purchasing program, contract MLA#091520-MCF, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions.

Financial Impact:

\$31,650 (\$30,650 for the Fork Lift + \$1,000 for contingencies)

This equipment is listed in the 2021 CIP as #1FT65 Replace Hyster Fork Truck (Streets) (\$20,000)

Due to surging equipment prices this past year combined with material shortages, this item is in excess of what was originally asked for in the CIP. The original intent was to buy a used piece of equipment, but upon review it was found that what is in the market at this time for that price would be very sub-par. It was determined that it would be in the City's best interest to purchase a new piece of equipment with a warranty. A recent equipment auction by the Fleet Department on Govdeals returned \$61,039 to the City. This additional monies combined with many other CIP items coming in below estimate would be more than adequate to offset this overage.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Forklift CAT Street

STREET

QUOTATION



Equipment Depot Ohio, Inc.
1000 Kingsview Drive
Lebanon, OH 45036

PREPARED FOR	
Customer:	CITY OF FAIRFIELD
Address:	5350 PLEASANT AVENUE FAIRFIELD, OH 45014

REFERENCE	
Effective From:	Wednesday, June 9, 2021
Effective To:	Friday, July 9, 2021
Quote #:	542845 Rev#1
Account Manager:	Josh Chafin
Direct Phone:	513-218-4606
E-mail:	joshua.chafin@eqdepot.com

Sourcewell Contract MLA#091520-MCF
City of Fairfield Sourcewell Member #34142



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
 - Maximum Torque 129 ft-lb @ 1600 rpm
 - Maximum Horsepower 61 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate





GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	5,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
POWERTRAIN	1	Single Speed Powershift Transmission
CARRIAGE	1	39.5" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class II Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display


GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
SEAT	1	Full suspension vinyl seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LANGUAGE MARKINGS	1	English Language Markings North/South America
MISC	1	Dealer Add

GP25N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$30,649.41	\$30,649.41	
SPECIFIED INVESTMENT TOTAL:			\$30,649.41	

GP25N5 WARRANTY

GP25N5	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
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PERFORMANCE. GUARANTEED.

Other companies talk about performance. We guarantee it. Here's our pledge and promise to be the best service company in the industry. Period.

RESOLUTION

Have a concern? Not for long. Our employees are empowered to solve customer concerns on the spot. If you are still not satisfied, it's elevated to the regional leader for immediate attention and resolution.

SERVICE

Ready to roll 24/7/365 days a year and backed by a 4-hour emergency response time, or the first hour of labor is on us. Plus, free loaners on forklift and aerial lift repairs if we fail to fix it right the first time or by the time promised.

PARTS

All parts purchased from us are guaranteed for 6 months.

RENTALS

Rental equipment will be delivered on-time as promised or delivery is free.

30 DAY BUYBACK

If the new equipment fails to perform as promised and you're not satisfied, we'll buy it back. It's that simple

EQUIPPED TO SERVE™

ACCEPTANCE

BUYER AGREES THAT ACCEPTANCE OF SELLER'S QUOTATION HEREIN (THE QUOTE) SHALL BE MADE EITHER BY (A) EXECUTING IN THE APPROPRIATE SPACE BELOW AND RETURNING THE EXECUTED DOCUMENT TO SELLER, (B) BUYER'S PURCHASE OF SERVICES OR EQUIPMENT, IN WHOLE OR IN PART, FROM THIS QUOTE, OR SELLER'S COMMENCEMENT OF ANY WORK IN FULFILLMENT OF BUYER'S ORDER, IN WHOLE OR IN PART, FROM THIS QUOTE, (C) ELECTRONIC ACCEPTANCE, OR (D) ANY OTHER MEANS INDICATING BUYER'S WILLINGNESS TO ORDER SERVICES OR EQUIPMENT, IN WHOLE OR IN PART, FROM THIS QUOTE.

BY ACCEPTING THIS QUOTE, BUYER UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS ON THE REVERSE SIDE HEREOF, WHICH INCLUDES SELLER'S TERMS AND CONDITIONS, ALL OF

WHICH ARE INCORPORATED BY REFERENCE INTO THIS QUOTE FOR ALL PURPOSES. THIS QUOTE, INCLUDING ALL ASPECTS OF BUYER'S PURCHASE OF SERVICES OR EQUIPMENT FROM SELLER, SHALL BE GOVERNED BY AND SUBJECT TO THE PROVISIONS FOUND ON THE REVERSE SIDE HEREOF.

ACCEPTANCE AS CONTRACT OF SALE	
Authorized agent understands and agrees to the Terms and Conditions as included with this Quote	
CITY OF FAIRFIELD	Equipment Depot Ohio, Inc.
_____ Authorized Agent Signature	_____ Authorized Agent Signature
_____ Date Signed	_____ Date Signed
_____ Printed name	_____ Josh Chafin Printed name
_____ Title/Position	_____ Account Manager Title/Position
_____ Customer Purchase Order Number	
<i>Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.</i>	

TERMS AND CONDITIONS AGREEMENT (AGREEMENT)

1. **DEFINITION.** Buyer means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. Seller means Equipment Depot, Ltd.
2. **QUOTATION.** This quotation is an offer to sell certain equipment (Equipment;) or services (Services;) as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. **SHIPMENT.** Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. **PRICES.** Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. **PAYMENT.** Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.
6. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
7. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment. If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)

8. **WARRANTY.** The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.

9. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. IN NO EVENT SHALL buyer or seller BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, however same may be caused.

10. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.

11. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.

12. **TITLE.** Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

13. **ENFORCEABILITY.** If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Ver.7.2019)

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

ForkTruck purchase #240 (Water)

Legislation Title:

Purchase of a CAT GP30N5 Fork Lift Truck for use at the Water 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 \$39,698 from the Water Surplus Fund for this purchase.

Background/Synopsis:

This request is for the purchase of a CAT GP30N5 Fork Lift to facilitate the movement of material at the Water Plant. This equipment is being purchased through Equipment Depot which is a subsidiary of Mitsubishi Logisnext Americas, with contracts held with Sourcewell joint purchasing program, contract MLA#091520-MCF, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions.

Financial Impact:

\$39,698 (\$38,698 for the Fork Lift + \$1,000 for contingencies) from the Water Surplus Fund.

This equipment is listed in the 2021 CIP as #1FT24 New Fork Truck (Water) (\$30,000)

Due to surging equipment prices this past year combined with material shortages, this item is in excess of what was originally asked for in the CIP. The original intent was to buy a used piece of equipment, but upon review it was found that what is in the market at this time for that price would be very sub-par. It was determined that it would be in the City's best interest to purchase a new piece of equipment with a warranty. A recent equipment auction by the Fleet Department on Govdeals returned \$61,039 to the City. This additional monies combined with many other CIP items coming in below estimate would be more than adequate to offset this overage.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Forklift CAT Water

WATER

QUOTATION



Equipment Depot Ohio, Inc.
1000 Kingsview Drive
Lebanon, OH 45036

PREPARED FOR	
Customer:	CITY OF FAIRFIELD
Address:	5350 PLEASANT AVENUE FAIRFIELD, OH 45014

REFERENCE	
Effective From:	Wednesday, June 9, 2021
Effective To:	Friday, July 9, 2021
Quote #:	542848 Rev#1
Account Manager:	Josh Chafin
Direct Phone:	513-218-4606
E-mail:	joshua.chafin@eqdepot.com

Sourcewell Contract MLA#091520-MCF
City of Fairfield Sourcewell Member #34142



GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
 - Maximum Torque 129 ft-lb @ 1600 rpm
 - Maximum Horsepower 61 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate





GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	6,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	258.0" MFH / 91.0" OAL / 65.0" FFH Quad
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
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CARRIAGE	1	37.0" Wide ITA Class II Hook Type Carriage
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HYDRAULIC ACTIVATION	1	3-Section Valve
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Quad Mast
TILT CYLINDERS	1	6° Fwd / 4° Back - Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System


GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
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WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
SEAT	1	Full suspension vinyl seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LANGUAGE MARKINGS	1	English Language Markings North/South America
MISC	1	Dealer Add

GP30N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 6,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$38,697.21	\$38,697.21	
SPECIFIED INVESTMENT TOTAL:			\$38,697.21	

GP30N5 WARRANTY

GP30N5	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
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Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



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ACCEPTANCE AS CONTRACT OF SALE	
Authorized agent understands and agrees to the Terms and Conditions as included with this Quote	
CITY OF FAIRFIELD	Equipment Depot Ohio, Inc.
_____ Authorized Agent Signature	_____ Authorized Agent Signature
_____ Date Signed	_____ Date Signed
_____ Printed name	Josh Chafin Printed name
_____ Title/Position	Account Manager Title/Position
_____ Customer Purchase Order Number	
<i>Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.</i>	

TERMS AND CONDITIONS AGREEMENT (AGREEMENT)

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9. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. IN NO EVENT SHALL buyer or seller BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, however same may be caused.

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11. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.

12. **TITLE.** Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

13. **ENFORCEABILITY.** If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Ver.7.2019)

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for asphalt repairs

Legislation Title:

Appropriation for asphalt repairs associated with water repair efforts

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$15,500.00 for asphalt repairs following water system repair work.

Background/Synopsis:

The request is for appropriations necessary to pay for permanent asphalt repairs to local roads following excavations performed by Public Utilities Department staff associated with the repair/replacement of buried water infrastructure, as well as to pay for other miscellaneous pavement improvements at Public Utilities Department facilities.

Asphalt repairs will be performed by Barry Brown Paving per the attached proposal. Public Works' inspectors will measure/mark all locations in need of repair following utility excavations; inspectors will also oversee contractor performance to verify repairs are performed in accordance with City standards. This funding request will primarily cover costs associated with a major asphalt repair at the intersection of River Road and Nilles Road.

It is recommended that City Council authorize an appropriation in the amount of \$15,500.00 for concrete repairs following water system repair work.

Financial Impact:

2021 funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT14 (Asphalt/Concrete Replacement). \$15,500.00 is requested from 1WT14. The funding source is the Water Surplus Fund.

Emergency Provision Explanation:

N/A

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Proposal

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

Date: 7/1/2021

Proposal Submitted To:

City of Fairfield

Job Name and Location:

River Rd @ Nilles

We hereby submit specifications and estimates for:

street repair approx 1300 s.f.

sawcut and remove asphalt

adjust manhole to grade

replace with 10" 301 asphalt base and 2" 448 asphalt surface course

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

fourteen thousand nine hundred

dollars

\$14,900

Chad Brown

Authorized Signature

7/1/2021

Date

Acceptance of Proposal

Date

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

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Justice Center Repairs and Upgrades

Legislation Title:

Justice Center Repairs and Upgrades

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$53,331 from the Capital Improvement Fund for these projects.

Background/Synopsis:

This request is for repairs and upgrades to the Justice Center as follows:

- 1) \$36,487 - Replacement of uninterruptible power supply (UPS) serving the 911 dispatch center.
 The current GE UPS system that serves the 911 dispatch center provides power to the area in the event of a power disruption from Duke Energy to ensure there is no disruption to crucial services. It is intended to carry the load until the emergency generator kicks in to maintain power to the area. The unit is obsolete by today's standards and parts are becoming hard to source. To maintain the old unit this year would require a new set of batteries (40 total) be replaced due to age for \$10,800 and approximately \$4,000 for the yearly maintenance agreement. It would be advised that we apply the \$14,800 dollar outlay to the price of a new unit that has serviceable parts readily available and a new battery pack. Three quotes were received for this project, one from Kathman Electric for \$36,487, one from CDW LLC for \$36,970, and one from CLE Power for \$42,700. Kathman Electric was chosen due to cost.
- 2) \$13,844 - Replace carpet in the probation area of the Court system due to age and condition.

Financial Impact:

\$53,331 (\$36,487 for the UPS + \$13,844 for carpet + \$3,000 for contingencies and Justice Center repairs and upgrades) from the Capital Improvement Fund. These projects are listed in the 2021 CIP as # 1FC71 Justice Center Repairs and Upgrades (\$50,000). The additional \$3,331 will be

taken from 1PW03 (Contracted Drainage Improvements) which has additional funds left over.

Emergency Provision Explanation:

Rules suspension is being requested to facilitate these projects

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Kathman Justice Center UPS
2. CLE Power UPS quote
3. CDW UPS quote
4. Carpet for Probation Area

Kathman Electric Co., Inc.

8969 Harrison Avenue

Cleves, Ohio 45002

Phone (513) 353-3365

FAX (513) 353-3740

OH Lic. #20972

June 11, 2021

City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

Attn: Brian Rose
Re: Justice Center

Proposed cost to supply and install the following for a new UPS unit on 1st shift work hours.

- One 30 KW 480-volt to 480-volt UPS unit
- One maintenance bypass cabinet
- Two battery strings
- Conduit and wiring

COST \$36,487.00

ALT - Replace existing UPS batteries with new COST \$10,800.00

Sincerely,
KATHMAN ELECTRIC CO., INC.


Raymond Kathman



Quote# 80000

To: Fairfield City
Att: Mr. Brian Rose
RE: UPS System
From: CLE Power
Date: 6/23/2021
Freight: Pre-pay and add

This link for the specs...

https://library.industrialsolutions.abb.com/publibrary/checkout/DEA1018?TNR=Brochures%7CDEA1018%7CPDF&filename=DEA1018_GE_TLESeries-40-150kVABrochure_201804.pdf

TLE Series

Qty	Description	Catalog No	Cycle	Unit Price	Total Price
1	Uninterruptible Power Supply, TLE Series				
1	Transformerless - Scalable SNMP Card Included 40kVA / 40KW Input/Output Voltage: 480/277V 3ph 24"w x 34"d x 64"h, 992lbs Single or Dual AC Input - Field Configurable Unity (1.0) Output Power Factor Includes Top Hat Fascia Extends UPS Module height to 75' to match accessories 24"w x 34"d x 11"h, 60lbs Shipped loose to be installed by contractor Accessories :				
1	Catalog Number : 3 Breaker MBC - 25kAIC -KK Line and Match Cabinet				

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



Qty	Description	Catalog No	Cycle	Unit Price	Total Price
1	12"w x 33"d x 75"h, 350 lbs Mechanical Kirk Key Catalog Number : Run Time: 21 minutes at BOL 30"w x 30"d x 75"h, 2,140lbs Line and match system Start – up (Mon-Fri, 8-5PM)				

Item Total : \$42,700.00
USD

All prices in USD

Terms and conditions may be modified if needed.

STANDARD TERMS & CONDITIONS:

WARRANTY:

1. Seller warrants to Buyer that, unless otherwise stated the products and services furnished hereunder will be free from defects in material, workmanship and title, under normal use and services and quality specified in Seller's quotation. This warranty shall apply only to failure to meet said warranties (excluding any defects in title) as outlined in the Product's Warranty Rider as listed under item 5 below.
2. The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.
3. If any product or service fails to meet the foregoing warranties (except title), Seller shall thereupon correct any such failure either, at Seller's option, (i) by repairing any defective or damaged part or parts of the products, and/or re-performing any defective service, or (ii) making available any necessary repaired or replacement parts or necessary service which will be performed during normal working hours on a straight time basis. Repaired or replaced products will be returned FCA (INCOTERMS 2000) the Seller's plant or other mutually agreed upon point of shipment. If re-performance is not practicable, Seller will furnish without charge services in an amount essentially equal to those that, in the sole judgment of Seller, would have been required for re-performance. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.
4. This Paragraph sets forth the exclusive remedies for claim (except title) based on defect, failure or nonconformity of the products or services supplied, whether claim is in contract or tort (including negligence) or otherwise and however instituted. Upon the expiration of this warranty, all such liability shall terminate. Except as set forth in "Patents" the foregoing warranties are exclusive and in lieu of all other warranties or conditions whether written, oral, implied or statutory. No implied or statutory warranties or conditions of merchantability or fitness for particular purpose shall apply. Seller does not warrant any products or services of others, which Buyer has designated.



5. For a complete outline of customer rights and details regarding policy, procedures and limitations for Seller's equipment, please refer to the following link for our Consolidate Warranty Addendum for all Critical Power Products:

[Consolidated Warranty Addendum for all Critical Power Products](#)

TERMS OF PAYMENT:

All projects are: Net 30 days, unless otherwise specified

Progress Payments are required based on PO amount:

US \$400K TO US \$1M

25% at time of release

70% at time of shipment

5% after startup has been completed

\$1M dollars or greater

10% at time of PO

15% at time of release

70% at time of shipment

5% after startup has been completed

POLICIES AND CONDITIONS OF SALE:

Refer to Critical Power Terms and Conditions for Sale of Products and Services:

[Critical Power Terms and Conditions for Sale of Products and Services](#)

Pricing Policy:

Standard Price Adjustment Clause 1Q - This quotation expires 30 calendar days from its date unless terminated sooner by notice.

The prices stated herein are firm provided:

- The order is released, with complete engineering details, for shipment within 90 calendar days from the date of order or at the Company's earliest convenience thereafter; or
- If drawings for approval are required, the drawings must be returned and approved within 30 calendar days of the original mailing date of the drawings by the Company with products covered by the drawings released for manufacture. Such release must call for shipment within 90 calendar days from the date of order or at the Company's earliest convenience thereafter. Drawing re-submittals, which are required for any reason other than to correct Company errors, will not extend the 30-day period for release.

In the event that the customer for any reason does not comply with the conditions in 2nd paragraph above and/or shipment is delayed for any reason not within control of the Company, the price shall be increased 1-1/2% for each full month or fraction thereof that shipment* is thereby delayed after the 90-day period from the date of order.

*In the event the Company has been delayed for any of the causes specified in the clause entitled "Excusable Delays" which is set forth in the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

ORDER CANCELLATION - SCHEDULE OF CHARGES:

- | | | |
|------|---|--|
| 10% | - | Order received and entered on factory, work not started, material not ordered. |
| 30% | - | Drawings for approval submitted. |
| 60% | - | Approved drawings returned. Job released for manufacture and shipment. |
| 80% | - | Material accumulated and production started. |
| 100% | - | Manufacturing completed. |

DELIVERY AND TRANSPORTATION:

Risk of loss or damage to the products and in any additional substitutions thereto shall pass when the products are placed in the hands of a carrier at the point of shipment, unless Buyer and Seller agree on an alternative point. Any damage to or loss of the product while the products in transit to Buyer shall be borne by Buyer.

1. GE will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the



total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or

point of export within the continental U.S.

2. Effective Nov 15, 2015 all standard United States domestic freight will be included in sale of product. (Freight FOB Origin, dock-to-dock, prepay and allow)
3. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

DOCUMENTS & MISCELLANEOUS:

All equipment will be built using ABB Critical Power components and ISO 9001 manufacturing methods, which meet or exceed the functional intent of the applicable project specification(s) and contract drawings(s).

FACTORY TESTS:

Standard factory test procedures will be performed, if applicable. Field testing, customer inspections, customer witness tests and any other non-factory test procedures are not included unless specifically noted herein.

The lead-times quoted are for Estimating Purposes Only. Actual drawing and shipping schedules will be based on factory load, receipt of order with complete technical information, and the date ABB receives authorized release to manufacture.

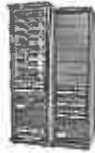
The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications furnished. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required.

This proposal is limited to the attached Bill of Material only. Start-up Services and Training are not included unless specifically noted herein. Changes to scope will require a revised proposal.



APC Symmetra PX 30kW Scalable to 80kW N+1

MFG.PART: SY30K80F CDW PART: 661316



Availability: 4-6 Weeks

Orders placed today will ship within 4-6 weeks by a CDW partner.

Can't wait? [View Similar Items](#)

Warranties

☐ None

☐ Include: [APC 7X24 Scheduling Upgrade from Existing Preventive Maintenance Service](#) - - \$423.99

[View All Warranties](#)

[View Services](#)

[View Accessories](#)

~~\$54,635.00~~ Save \$17845.01

\$36,789.99

Advertised Price

Claim up to a 5% Discount

[Create an account](#) to get My CDW Advantage today.

[Lease Option](#) (\$1,071.32/month)

Product Details

Symmetra PX, three-phase input / three-phase output (3:3), is a single unit, composed of modular components. This modular architecture provides the foundation of building and scaling near-continuous availability power systems with a flexible range of power capacity. The Symmetra PX packages the high availability requirements of easy power and runtime scalability into a very small footprint. Combined with the complete line of APC data center protection software and accessories it provides the four most critical elements of total data center protection.

Features:

- Modular design
- Configurable for N+1 internal redundancy
- Hot-swappable power modules
- Hot-swappable intelligence modules
- Hot-swappable batteries
- Power Modules connected in parallel
- Battery modules connected in parallel
- Redundant Intelligence Modules
- Automatic internal bypass
- Fully-rated power kVA equals kW
- Input Power Factor Correction
- Scalable Power Capacity
- Scalable runtime
- Temperature-compensated battery charging
- Automatic self-test
- User-replaceable power modules
- User-replaceable intelligence modules

Front-access servicing
 Network manageable
 InfraStruXure Manager Compatible
 Manageable external batteries
 Intelligent Battery Management
 LCD display
 Programmable Frequency
 LED status indicators
 Audible Alarms
 SmartSlot

Includes:

Installation Guide
 User Manual
 Web/SNMP Management Card

Tech Specs

Specifications are provided by the manufacturer.

Header

Manufacturer :	American Power Symmetra/Silcon
Brand :	APC
Product Line :	APC Symmetra PX
Model :	30kW Scalable to 80kW, N+1 with Premium XR Battery Enclosure
Country Kits :	Argentina, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Guatemala, Honduras, Jamaica, Mexico, Netherlands Antilles, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Salvador, Trinidad, United States, Uruguay, Venezuela
Packaged Quantity :	1

General

Subcategory :	UPS
Product Type :	UPS

Networking

Remote Management Interface :	Ethernet
Remote Management Protocol :	HTTP, SNMP, Telnet

Expansion Slots

Expansion Slots :	2 SmartSlot
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Interface Provided

Interfaces :	1 x management (Ethernet) - RJ-45
---------------------	-----------------------------------

Software

Power Device

Form Factor :	External
Voltage Provided :	AC 208 volt
Voltage Provided Margin :	± 3%
Frequency Provided :	57 - 63 hertz
UPS Output Waveform :	Sinewave
Power Provided :	30 kilograms per millimetre
Power Capacity (VA) :	30000 volt ampere per kilogram
Voltage Required :	AC 208 volt
Input Voltage Range :	AC 177 - 240 V
Frequency Required :	50/60 hertz
Input Connector Type :	Hardwire
Input Connector Qty :	1
Output Connector Type :	Hardwire, Terminal block (screw)
Output Connector Qty :	2
Surge Suppression :	Yes

Power Output Connectors Details

Power Output Connectors Details :	1 x hardwire, 1 x terminal block (screw)
-----------------------------------	--

Battery

Run Time (Up To) :	3.8 minute (time unit)
Load Type :	At full load

Supported Battery

Technology :	Lead acid
--------------	-----------

Run Time Details

Run Time (Up To) :	3.8 min at full load
--------------------	----------------------

UPS

Battery Technology :	Lead acid
----------------------	-----------

Miscellaneous

Color :	Black
Color Category :	Black

Dimensions & Weight

Width :	48 inch
Depth :	33.9 inch
Height :	81.9 inch
Weight :	1975.32 lbs

Service & Support

Type :	1-year warranty
--------	-----------------

Service & Support Details

Service & Support :	Limited warranty - 1 year
---------------------	---------------------------

Environmental Parameters

Min Operating Temperature :	32 degree Fahrenheit
Max Operating Temperature :	104 degree Fahrenheit
Humidity Range Operating :	0 - 95%

Compare Similar Items

CURRENT ITEM		
		
		
This Item: APC Symmetra PX 30kW Scalable to 80kW N+1	Tripp Lite UPS 3-Phase Smart Online 100kVA+ Isolation	Tripp Lite UPS 3-Phase Smart Online 100kVA+ Isolation
\$54,635.00 SAVE \$17845.01	\$63,268.20 SAVE \$24074.21	\$62,987.40 SAVE \$23967.41
\$36,789.99	\$39,193.99	\$39,019.99
Advertised Price	Advertised Price	Advertised Price
Add to Cart	Add to Cart	Add to Cart

Customer Ratings	AC 208	AC 120/127/208/220	AC 120/127/208/220
Input Voltage	External	External	External
Installation Type	30000	100000	100000
Power Capacity	30	100	100
Power Provided			



Tripp Lite UPS 3-Phase Smart
Online 80kVA+Input/Output Iso

~~\$69,431.40~~ SAVE \$26419.41

\$43,011.99

Advertised Price

Add to Cart

• 4-6 Weeks

Not Yet Rated

AC 120/127/208/220

External

80000

80

WE GET GETTING RESULTS

At full-stack expertise, COW helps you design, procure and manage technologies that drive digital success.

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Hydrium

MyAccount
Quick Order Search

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TERMS

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Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



January 11th, 2021

*3675 Symmes Road Hamilton OH

(513) 860-2600
(513) 860-2638 fax

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

Job: Probation Areas

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration.

Re: Carpet and Base Replacement

We will perform the following in all areas where needed during 2nd shift hours and weekends:

- *Move around all of the furniture
- *Lift up the existing cubicles with a cubicle lift system
- *Remove and haul away the existing glue down carpet and cove base
- *Clean and prep the floors to make ready for the new installation of carpet tiles
- *Provide and install 24" x 24" glue down carpet tiles (Manufacture-Style-Color: TBD)
- *Provide and install 4 1/2" rubber cove base along the perimeter of each wall
- *Provide and install matching transitions

Total Cost \$ 13, 844.00

*All material is guaranteed to be as specified. All work is to be completed in a workmanlike manor according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by the Bureau of Workers' Compensation Insurance. Customer will assume all electrical work unless otherwise specified. All and all permits required to be supplied by customer. Total sum of estimate is due when specified. If the account is turned over for collection, the customer will be charged for all legal fees and interest added in accordance to local and state laws. Job is based on non-prevailing wage.

Signature: **Matt Dunn**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

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

Accepted by: Signature: _____ Date: _____

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Outfitting for Animal Control Vehicle #758 (Police)

Legislation Title:

Outfitting for Animal Control Vehicle #758 (Police)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$21,740 from the Capital Improvement Fund for the purchase of a CM17L animal control unit from Jackson Creek Manufacturing Inc., located in Denton, North Carolina.

Background/Synopsis:

This request is for the purchase of a Jackson Creek Manufacturing Inc. CM17L chassis mount animal control unit which will be mounted to a Ford F-250 cab and chassis to be used by the Animal Control Officer. The unit will be mounted and wired for safety lighting by our in-house mechanics. This unit was selected as the best fit for this application and is proprietary to Jackson Creek Manufacturing Inc. and will be purchased directly through them.

Financial Impact:

\$21,740 (\$16,740 for the animal control unit + \$5,000 for emergency lighting and contingencies) from the Capital Improvement Fund.

This vehicle is listed in the 2021 CIP as # 1FT73 Replace Animal Control Truck (Police) (\$65,000). The Ford F-250 was purchased for \$34,450 under a separate request.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Animal Control Jackson Creek Quote

Jackson Creek Manufacturing Inc.

Quote

P.O. Box 37
 318 Klopman Mill Rd.
 Denton, NC 27239-7795

Date	Quote #
6/29/2021	13673

Name / Address
City of Fairfield PD/Animal Control 5230 Pleasant Avenue Fairfield, OH 45014

Ship To

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
CM17L	DIAMOND DELUXE Chassis Mount Animal Control Unit for Long Bed, Full Size Truck, 56" Cab to Axle; ***Requires Factory Rear Camera to meet Federal Standards**** Mounting on 2022 Ford F250 4x4	1	11,400.00	11,400.00T
SafetyDoor	Safety Door (entire unit)	1	1,060.00	1,060.00T
SdLftCpt	Side Lift Compartment- Converts curbside compartment into a compartment that lowers to the ground for easy loading of large animals	1	2,785.00	2,785.00T
Fresh Air Delivery...	Fresh Air Delivery System	1	700.00	700.00T
Shipping	Shipping Charges for Body Only to either a business with a forklift or a close terminal	1	795.00	795.00T
	Quote is Valid for 30 (Thirty) Days* ***Delivery 120 - 150 (One Hundred Twenty- One Hundred Fifty) Days ARO**** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com *****Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer***** *****All Truck Body Installations Meet FMVSS 111 Requirements***** Out-of-state sale, exempt from sales tax		0.00%	0.00
Total				\$16,740.00

Attachment: NonContractualAppropriations.071221 [Revision 2] (2903 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - July 12, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Miscellaneous Traffic Signal Upgrades / Spare Parts

Legislation Title:

Miscellaneous Traffic Signal Upgrades / Spare Parts

Recommendation:

It is recommended that City Council authorize an appropriation of \$20,000.00 from the County Motor Vehicle Fund for miscellaneous traffic signal upgrades and spare parts.

Background/Synopsis:

This project is to complete small improvements that are beyond signal maintenance, but not large enough to necessarily be their own projects. Many of these smaller type projects are the result of maintenance observation and should be addressed as expediently as possible.

This project is in the proposed Capital Improvements Program and is included in the 2021-2025 CIP as 1PW02. Staff will procure multiple quotes for larger projects and when it is in the City's best interests.

This work will be to make minor miscellaneous upgrades such as reconfiguring signs and signals in accordance with safety study recommendations. This project will also include the purchase of spare parts including traffic cameras, pre-emption microphones and pedestrian signal equipment.

With the City having a proprietary Central Traffic System, there is a uniformity of many of the items at the signal and in the traffic control cabinets. It is often more practical to buy and maintain just one type of equipment that is interchangeable City-wide.

Financial Impact:

\$20,000.00 from the County Motor Vehicle Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:
No

ORDINANCE NO. _____

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

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

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

From:	Unappropriated County Motor Vehicle Fund	\$20,000
To:	20516025-252000 Improvements Other Than Building <i>(Traffic Signal Upgrades 1PW02)</i>	\$20,000
From:	Unappropriated Capital Improvement Fund	\$141,721
To:	40216025-252000 Improvements Other Than Building <i>(Repairs & Upgrades - Justice Center (multiple vendors) 1FC71 (\$53,331); Replacement of Park Site Amenities 1PR09 (\$35,000))</i>	\$88,331
To:	40216025-253100 Automotive Equipment <i>(Outfitting of Animal Control Vehicle 1FT73 (\$21,740); Fork Lift Truck Purchase (Streets) 1FT65 (\$31,650))</i>	\$53,390
From:	Unappropriated Water Surplus Fund	\$67,698
To:	60516025-252000 Improvements Other Than Building <i>(Maintain Raw Water Production Wells 1WT01 (\$12,500); Asphalt / Concrete Replacement 1WT14 (\$15,500))</i>	\$28,000
To:	60516025-253100 Automotive Equipment <i>(Fork Lift Truck Purchase (Water) 1FT24)</i>	\$39,698

Attachment: NonContractual 7-12-Ord (2903 : Non-Contractual Appropriations)

From: Unappropriated Sewer Surplus Fund \$20,000

To: 62416025-252000 Improvements Other Than \$20,000
Building
(Root Control Maintenance Program 1WW02)

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Non Contractual 7-12-Ord

Attachment: NonContractual 7-12-Ord (2903 : Non-Contractual Appropriations)