

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 13, 2022 6:00 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. None.

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

- a. Public Safety Oath of Office - Firefighters/Paramedics Andrew Lammert and Garrett Fuller

8. CITIZEN COMMENTS

9. PUBLIC HEARING(S)

10. APPROVAL OF MINUTES

- a. Regular Meeting held May 23, 2022

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Gwen Brill, Vice Chair; Tim Abbott, Member

B. DEVELOPMENT SERVICES COMMITTEE

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

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC UTILITIES COMMITTEE

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

F. PUBLIC WORKS COMMITTEE

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

G. FINANCE & BUDGET COMMITTEE

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

12. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES COMMITTEE

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

1. Simple Motion: Motion to appoint Economic Development Manager Nathaniel Kaelin to the Board of Directors of the Fairfield-Fairfield Township Joint Economic Development District (JEDD 1).
2. Ordinance to authorize the Building Superintendent to waive building permit fees related to sanitary sewer pretreatment facilities developed as part of the Koch Foods expansion project at 635 Commerce Center Drive and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to execute the Cooperation Agreement with Butler County, Ohio, for the Butler County CDBG Entitlement Program for the program years 2023-2025, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to authorize the City Manager to execute an Amendment to the Property Investment Reimbursement Agreement (PIRA) which provides economic

development incentives to Veritiv Operating Company, and declaring an emergency.

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

5. Resolution to authorize the City Manager to create a Designated Outdoor Refreshment Area (DORA) enacting regulations and declaring an emergency.

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

B. PUBLIC SAFETY COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into a software license and service agreement with CentralSquare Technologies, LLC to purchase computer aided dispatching and records management software and declaring an emergency.

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

2. Ordinance to authorize the City Manager to enter into a contract with Horton Emergency Vehicles Co. for the purchase of a Horton Ambulance to be used by the Fire Department and declaring an emergency.

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

C. PUBLIC UTILITIES COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into a three (3) year contract extension with City option for two (2) additional one (1)-year terms with Synagro (formerly LimeCorp, LTD; formerly Reagent Technologies) for the transport and disposal of lime residuals from the City's Water Treatment Plant and declaring an emergency.

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

2. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for various building improvements at Public Utilities facilities, and declaring an emergency.

- Legislation - First Reading

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

D. FINANCE & BUDGET COMMITTEE

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

1. Resolution to authorize the City Manager to apply for, accept and enter into a cooperative agreement for financing the construction of the Port Union Water Tower Project between the City of Fairfield and the Ohio Water Development Authority and declaring an Emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Resolution to authorize the City Manager to apply for, accept and enter into a cooperative agreement for financing the construction of the Smart Water Metering System Project between the City of Fairfield and the Ohio Water Development Authority and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Contractual Appropriations: \$311,469 for CAD/RMS system upgrade; \$375,000 for purchase of Horton ambulance; \$471,000 for Public Utilities facilities improvements.

 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Non-Contractual Appropriations: \$49,050 for Justice Center Repairs; \$24,500 for Water Division Route 4 Booster Pump Station Pump #1 replacement/upgrade; \$14,000 for Wastewater Division Raw Sludge Pump #2 replacement/upgrade; \$11,800 for Water Division Route 4 BPS Pump #1 VFD replacement/upgrade; \$13,000 for Public Works Facility Upgrades including Alarm Replacement.

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

13. MEETING SCHEDULE

- A. Monday, July 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, August 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, September 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
May 23, 2022**

Council-Manager Briefing

Community Improvement Corporation (CIC) & Riegert Square Redevelopment

Mayor Rhodus called the briefing to order at 6:30 PM. Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger, Tim Abbott, Tim Meyers and Matt Davidson.

Staff members present: Scott Timmer, Greg Kathman, Nathaniel Kaelin, Steve Wolterman, Alisha Wilson, Jake Burton, Adam Sackenheim, Derek Baxter, Carol Mayhall, Steve Maynard, Ben Mann and Don Bennett.

Development Services Director Kathman and Economic Development Manager Kaelin presented the proposed changes to the Community Improvement Corporation and the planned updates to the Riegert Square parking lot. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Abbott led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Councilmember Davidson, seconded by Councilmember Senger, moved to excuse Councilmember Brill. Motion carried 6-0.

Agenda Modifications

None.

Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Executive Session Requests

None.

Special Presentations

None.

Citizen Comments

David & Karen Yeiser, 3294 Village Drive

Mary Kerns, 415 Glade Court

Mr. Yeiser addressed Council regarding the DORA application. He stated that they have never had a complaint about Fairfield but they have concerns that the DORA could potentially bring problems into that area of the community. Mrs. Yeiser stated that they love living in the Village Green area but they are concerned that society is trending towards more lawlessness and she doesn't want the Village Green Park to become a more rowdy place, especially during the concerts.

Public Hearing(s)**Approval of Minutes**

The Regular Meeting Minutes of May 9, 2022 were approved as written and submitted.

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

Leslie Besl, Chair; Gwen Brill, Vice Chair; Tim Abbott, Member

Development Services Committee

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

Parks, Recreation and Environment Committee

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

Public Safety Committee

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

Public Utilities Committee

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

Public Works Committee

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

Finance & Budget Committee

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

NEW BUSINESS

Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 6-0.

Parks, Recreation and Environment Committee

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Tim Abbott, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED:	Brill

Ordinance to authorize the City Manager to enter into a contract with Human Nature, LLC and Urban Canopy Works, LLC to complete the landscape architecture and design plans for the Huffman Park Reforestation Project and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize an appropriation of \$30,000 from the CIP project 2PR15 and that Council authorize the City Manager to enter into a contract with Human Nature, LLC to and Urban Canopy Works, LLC to complete the landscape architecture and design plans for the Huffman Park Reforestation Project.

ORDINANCE NO. 75-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Davidson, Councilmember, At-Large
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED:	Brill

Public Safety Committee

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Panaderia Y Restaurante el Camiono LLC dba Serenella Freire, 5951 Boymel Drive, Ste. 5, Fairfield, OH 45014 (Permit Class D2).

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 Panaderia Y Restaurante el Camiono LLC dba Serenella Freire, 5951 Boymel Drive, Ste. 5, Fairfield, OH 45014 (Permit Class D2).

SIMPLE MOTION NO. 11-22. APPROVED 6-0.

Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Tim Abbott, Councilmember, 4th Ward
AYES: Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED: Brill

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this resolution.

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

A Resolution appointing initial Region 14 Representative and Alternate Representative to the OneOhio Recovery Foundation, Inc. Board and declaring an emergency.

Recommendation:

The City appoint Greta Hochstetler Mayer as the initial Region 14 representative to the OneOhio Recovery Foundation, Inc. Board and appoint Karen Scherra as an alternate.

RESOLUTION NO. 10-22. APPROVED 6-0.

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

Public Utilities Committee

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

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Dale Paullus, Councilmember, 2nd Ward
SECONDER: Tim Abbott, Councilmember, 4th Ward
AYES: Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED: Brill

Ordinance to authorize the City Manager to enter into a contract with Howell Contractors, Inc. for an emergency repair to the Hunter - Mack 20-inch Water Transmission Main and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Howell Contractors, Inc. in the amount of \$62,500.00 from the Water Surplus Fund for the repair

of the Hunter - Mack Water Transmission Main.

ORDINANCE NO. 76-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED:	Brill

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Landmark Structures I, LP, for the construction of the Port Union Water Storage Tower and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with Landmark Structures I, LP, and appropriate project funding in the amount of \$5,422,000.00 for the Port Union Water Storage Tower Construction Project. Rules suspension is being requested in order to expedite the project.

ORDINANCE NO. 77-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Tim Meyers, Councilmember, At-Large
AYES:	Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED:	Brill

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Dixon Engineering for professional engineering and inspection services associated with the City's planned Port Union Road Water Storage Tower Construction project.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Dixon Engineering and appropriate \$106,100.00 for engineering and inspection services

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associated with the City's planned Port Union Road Water Storage Tower Construction project.
ORDINANCE NO. 78-22. APPROVED 6-0.

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

Public Works Committee

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into an agreement with the Kleingers Group to design the improvements to the right of way and parking lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into the attached agreement with the Kleingers Group to design the improvements to the Right of Way and Parking Lot between 5072 Pleasant Avenue and 5174 Pleasant Avenue and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

ORDINANCE NO. 79-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Tim Abbott, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED:	Brill

Finance & Budget Committee

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Abbott, Councilmember, 4th Ward
SECONDER: Terry Senger, Councilmember, 3rd Ward
AYES: Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED: Brill

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

Recommendation:

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

ORDINANCE NO. 80-22. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Councilmember, 4th Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Besl, Paullus, Senger, Abbott
EXCUSED: Brill

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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

Recommendation:

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

ORDINANCE NO. 81-22. APPROVED 6-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, June 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, July 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, August 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

None.

15. ADJOURNMENT

The Regular Meeting adjourned at 7:30 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

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Redevelopment Updates: Fairfield CIC & Riegert Square

Council-Manager Briefing
May 23, 2022

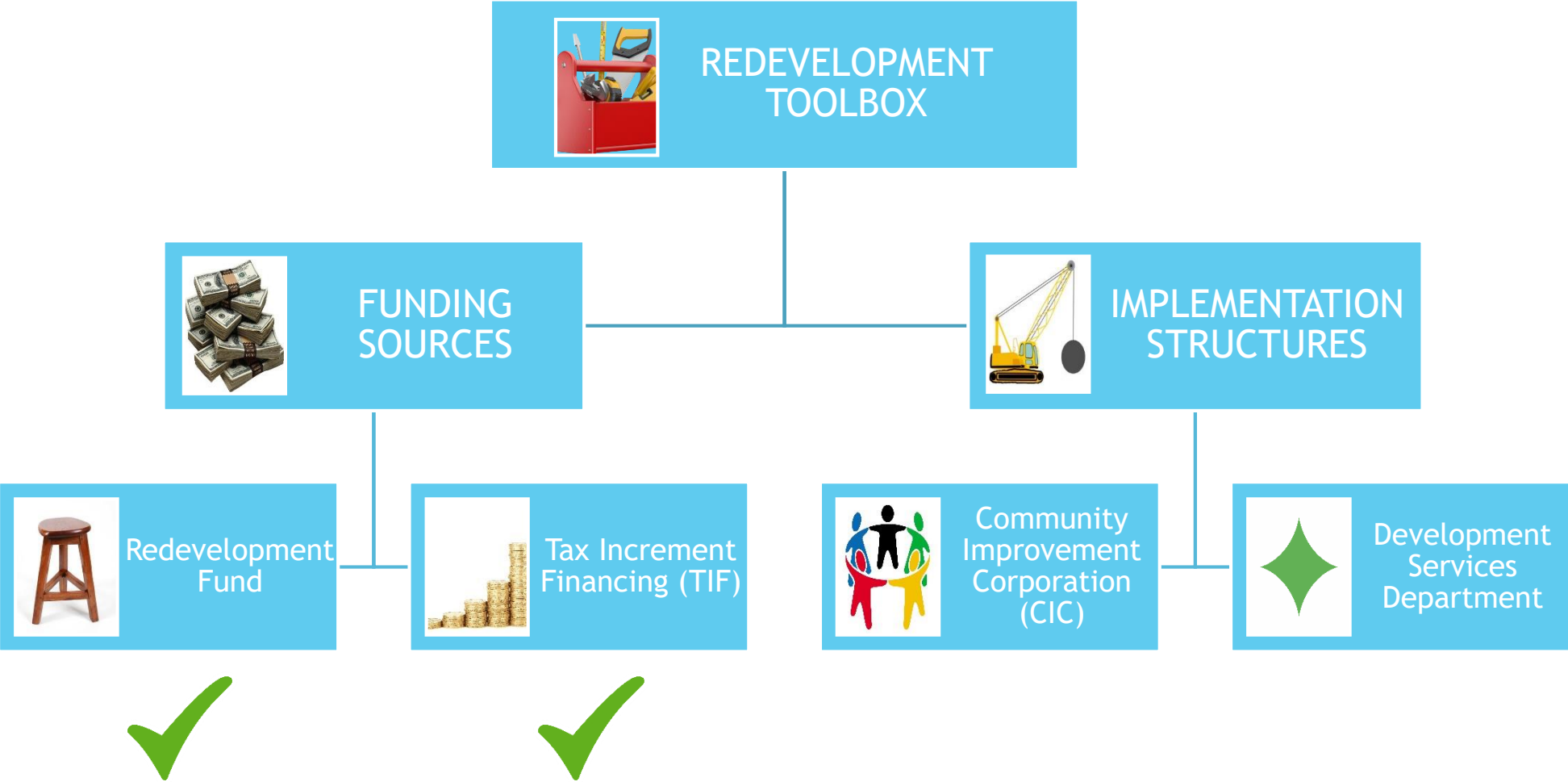
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FAIRFIELD CIC REVAMP



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

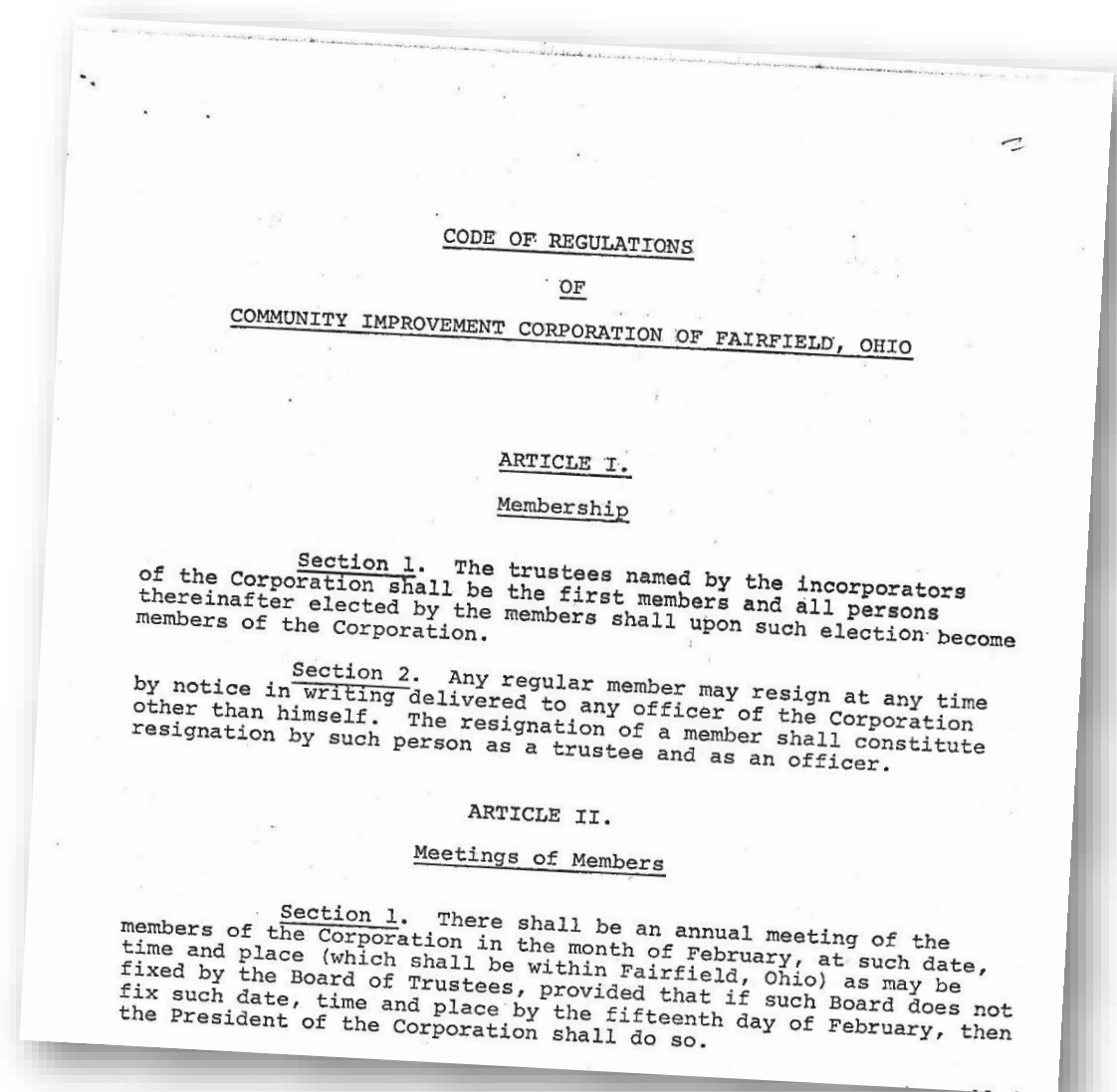
Redevelopment Tools



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Fairfield CIC Revamp

- Code of Regulations - 1973



Fairfield CIC Revamp

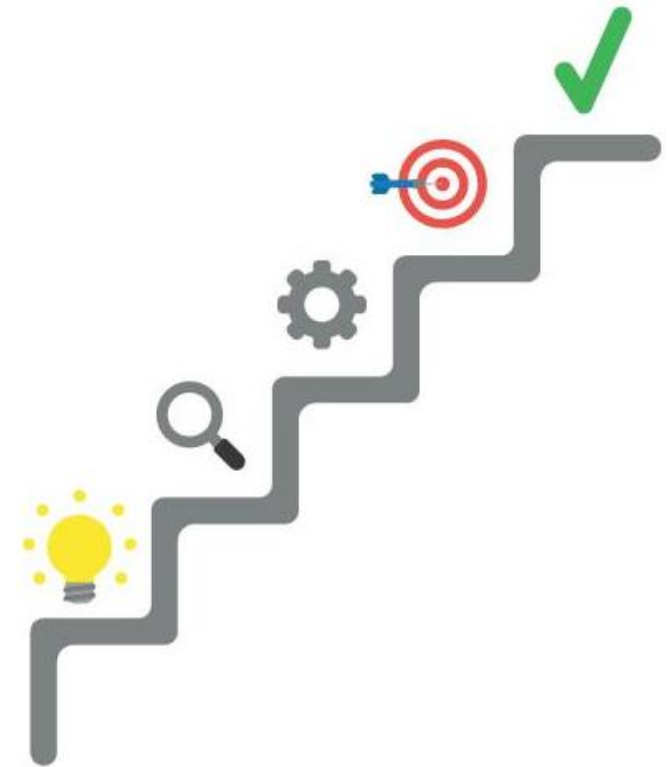
- Proposed Board Reorganization (7 members)
 - City Representatives (5)
 - Mayor
 - Council Member - Development Services
 - Council Member - Finance
 - City Manager
 - Finance Director
 - Business Representatives (2)
 - Individuals representing the Chamber, largest employers, and/or individuals working in the related fields to real estate, finance, or development



Fairfield CIC Revamp

- Proposed Next Steps

- 1) CIC approves Code of Regulations
- 2) City Council appoints board members
- 3) Organizational meeting to elect officers
- 4) Strategic priority planning sessions
- 5) Additional administrative set-up
(e.g. bank account, insurance, etc.)
- 6) Action!

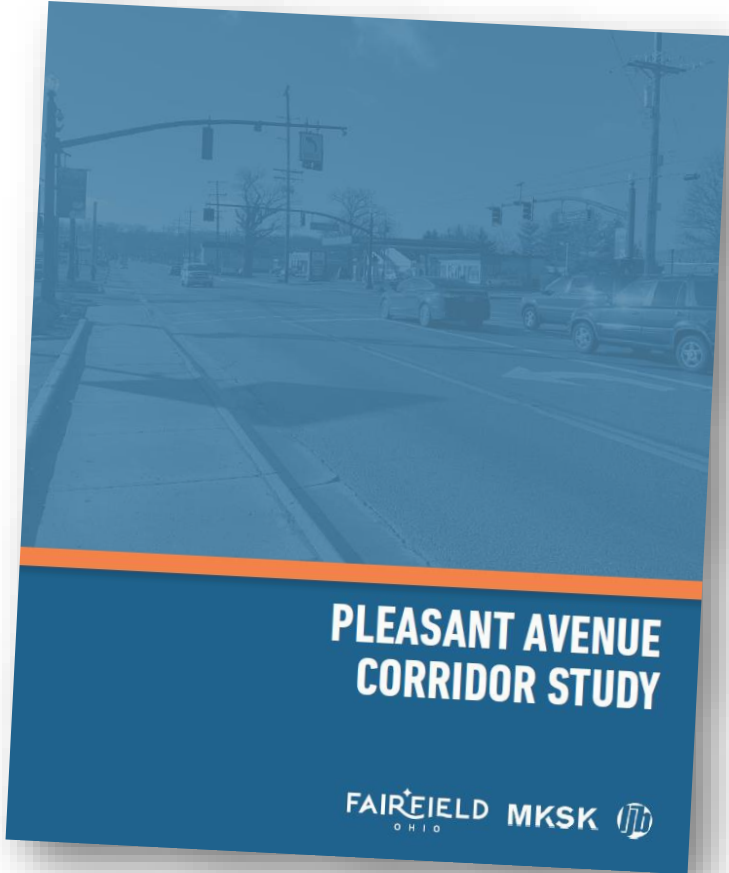




RIEGERT SQUARE REVITALIZATION

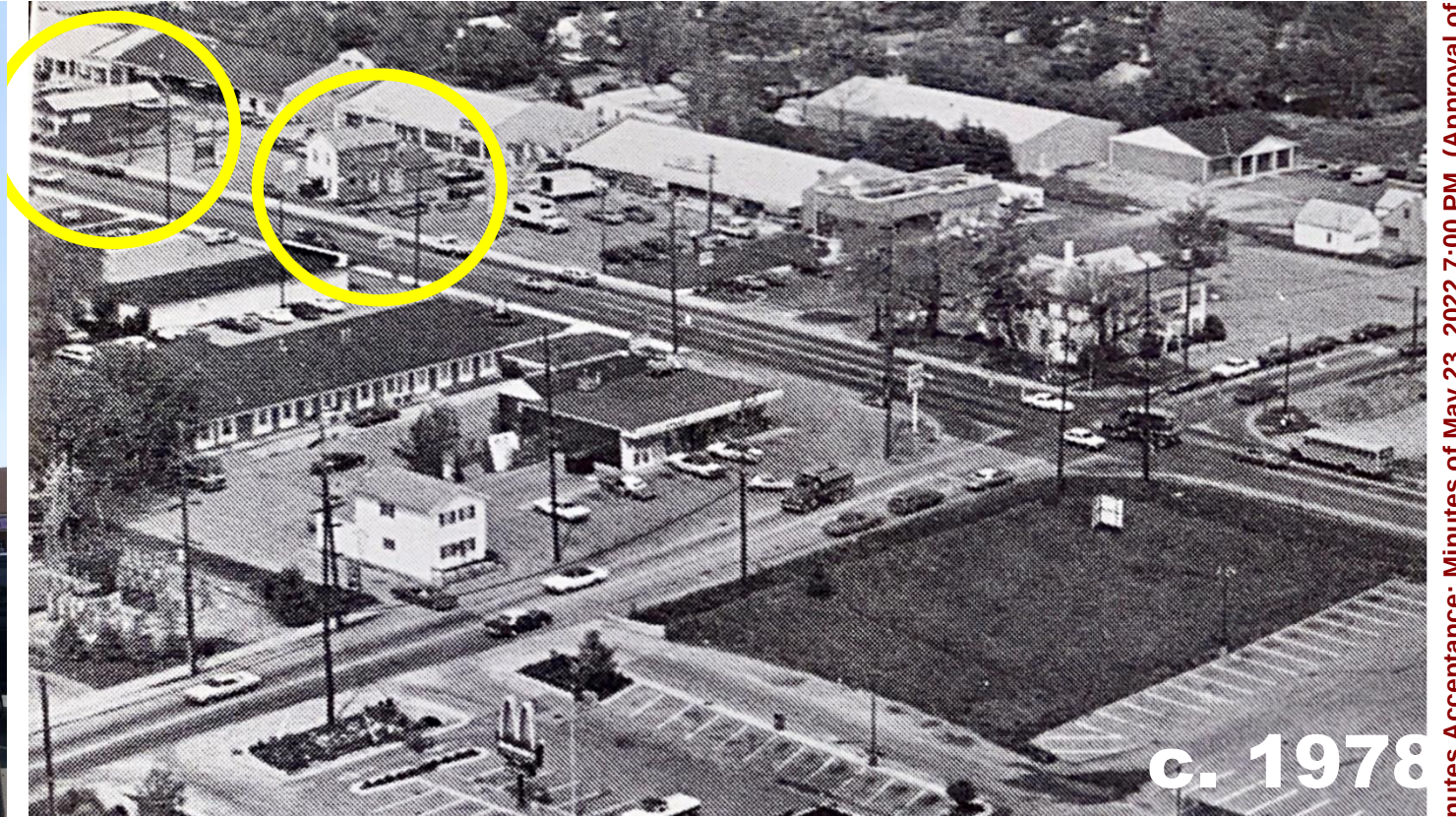
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Pleasant Avenue Corridor



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Riegert Square Overview



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Riegert Square Overview



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Riegert Square Overview

City planners agree to redraw traffic plan

BY MARIANNE KUNNEN
Sun Reporter

City planners told gatherings of **Riegert Square** business owners Wednesday they would redraw the proposed downtown traffic plan to accommodate more than two curb cuts at the shopping complex on Pleasant Avenue.

The business owners said the city's plan did not include enough entrances and exists to Riegert Square.

The plan had called for two curb cuts on Pleasant Avenue for the shopping area — one at Patterson Drive and another at Glenna Drive. That would eliminate nine others which now exist between those two curb cuts. One other access to the center north of Patterson should also be eliminated, the proposed plan said.

why the city made the plan before talking to any of the property owners involved.

"We couldn't talk to the people about this plan until there was a plan," said Davison.

"By having this plan we have a direction to go," he said.

Donald Ferris, who said he represented Dave Riegert, asked the city to wait to discuss the plan further until the construction work from the Nilles Road improvement project is completed. The work is about two weeks away from completion and widens Pleasant Avenue between Patterson and Glenna drives to four lanes, eliminating a dual-turn lane in the current two lane highway.

Riegert had worked on the meeting.

The proposed plan leaves room

1982

Friday, December 8, 2000



Shown is part of the Riegert Square shopping center located on Pleasant Avenue. Fairfield officials decided to drop both the shopping center and Sandy Lane projects much to the dismay of shop owners.

Greg Lynch/Journal-News

Fairfield officials decide to drop public improvement plans

Projects' funds to be used elsewhere

By Maria Rogers
Journal-News

FAIRFIELD

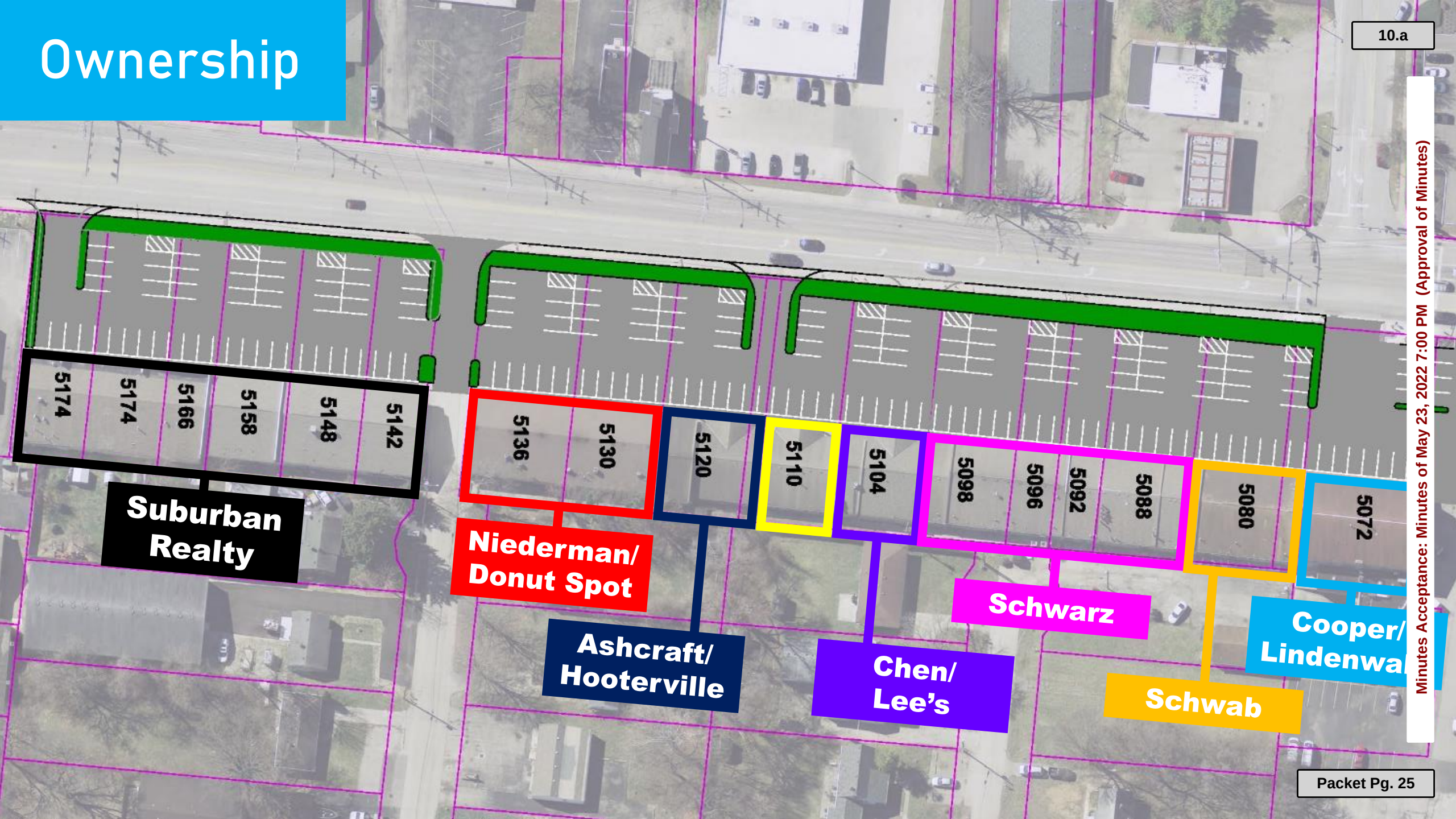
Fairfield officials have decided not to continue with plans for public projects related to the **Riegert Square**

in the Riegert Square area is the closure of some curb cuts for traffic safety reasons.

A portion of the city's letter states: "The city of Fairfield notes there were substantial reductions in the commitments of the property owners and substantial commitments of the city of Fairfield. The city of Fairfield has rewritten agreement submitted

2000

Ownership



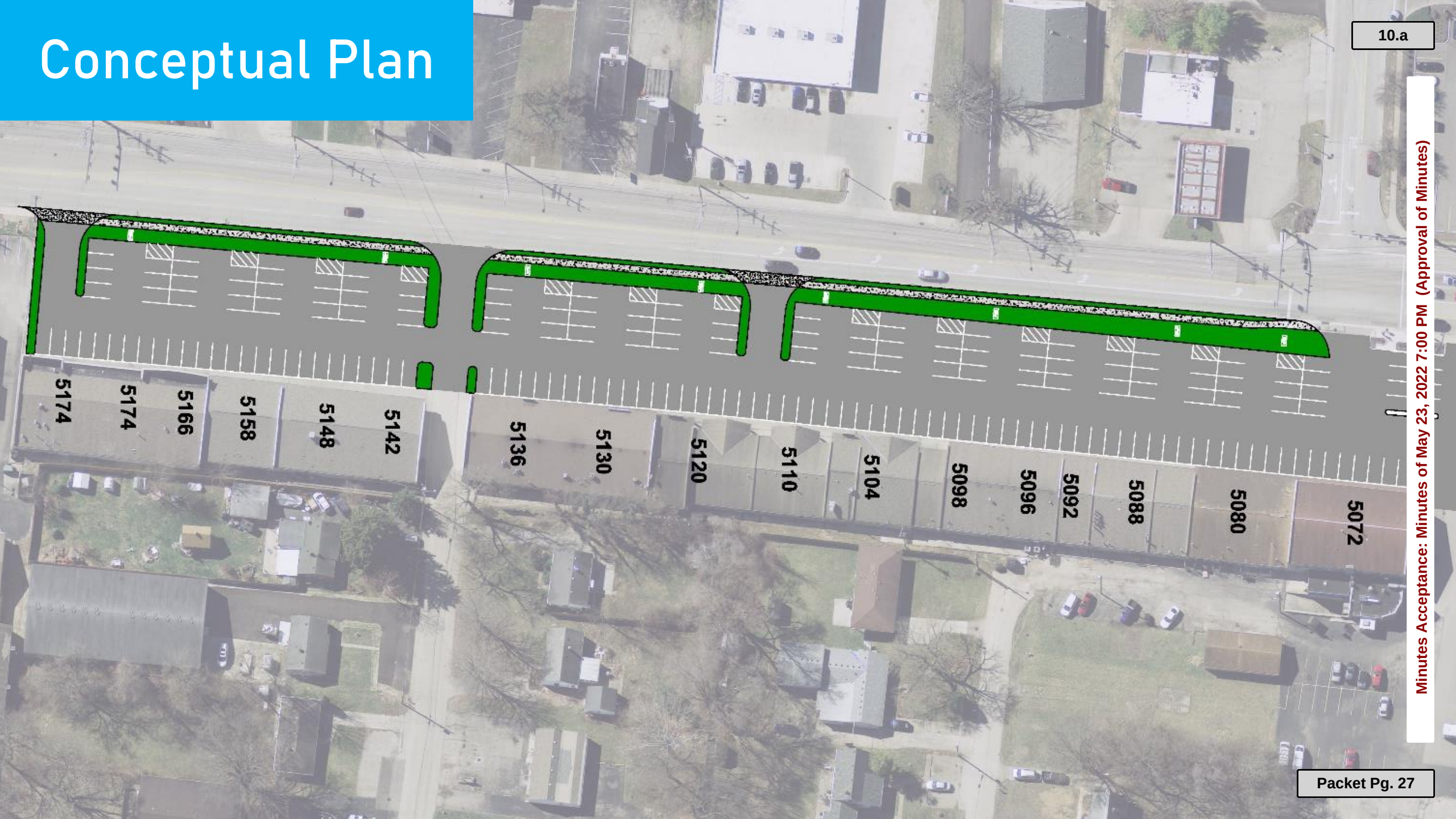
Project Goals

- Increase vehicle and pedestrian safety
- Improve corridor aesthetics
- Enhance the quality and image of Fairfield's Town Center
- Create healthier environment for business growth



Conceptual Plan

10.a



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Existing Signage



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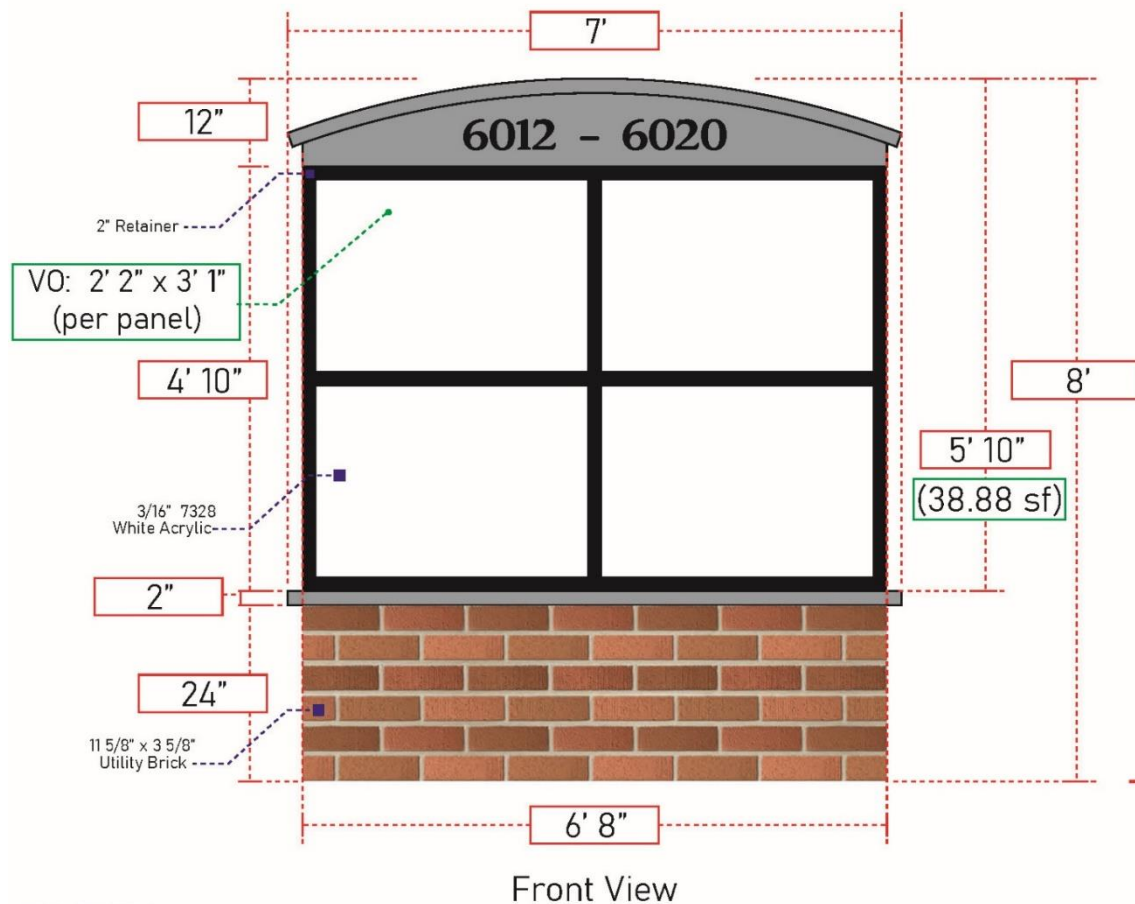


Existing Signage

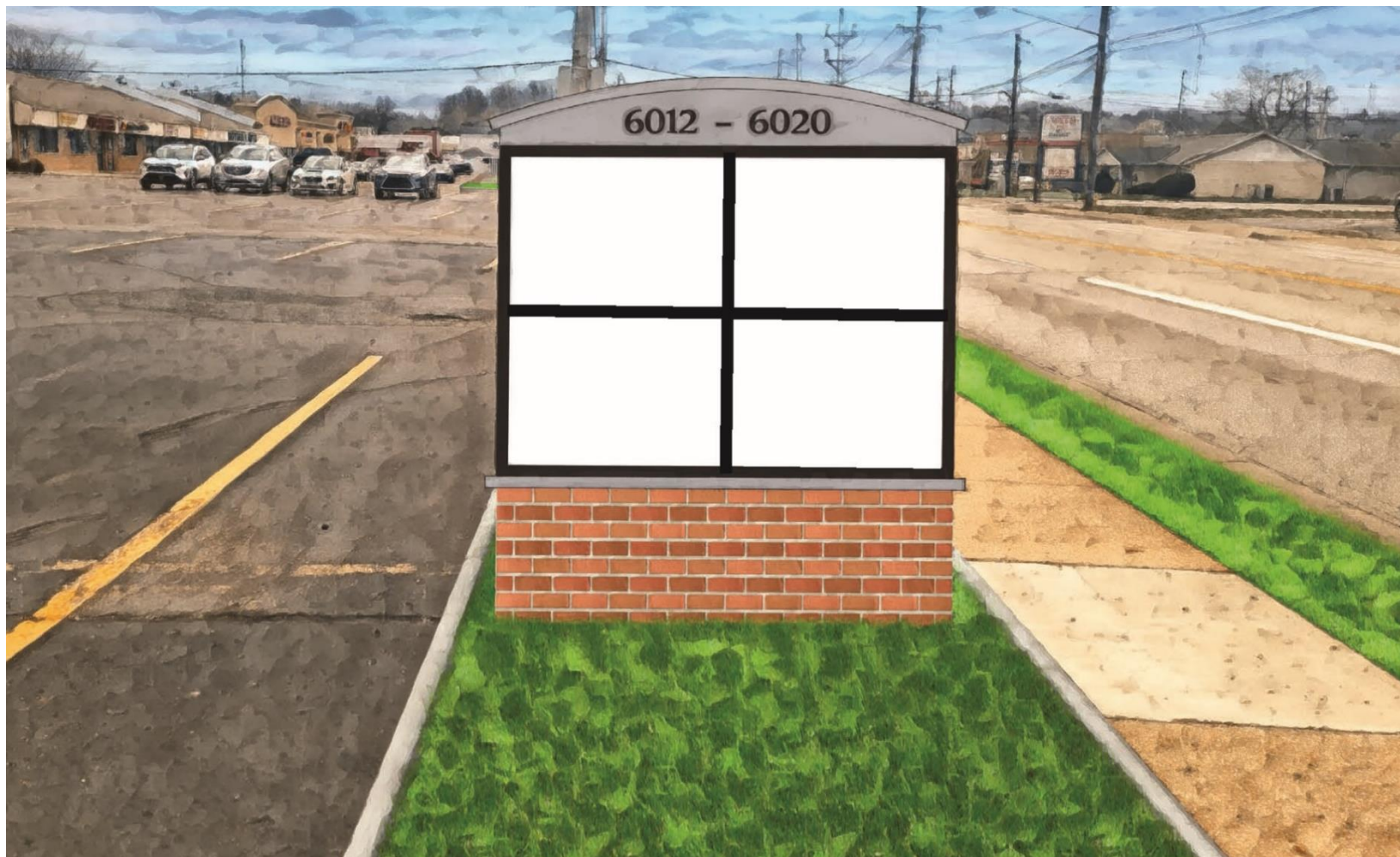


Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Proposed Signage Example



Proposed Signage Example



Existing Streetscape



Proposed Streetscape Elements



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)

Riegert Square Revitalization

- Total Project Estimate: \$1.45 million
- Acquisition of 5110 Pleasant: ~ \$190,000
 - Source: North Town Center TIF District
- Construction of Improvements: ~ \$1.25 million
 - Source: American Rescue Plan Act (ARPA)

Riegert Square Revitalization

- Proposed Next Steps

- 1) Project design and engineering
- 2) Development agreements with property owners
- 3) Establish cross-access easements
- 4) Target construction in 2023



Minutes Acceptance: Minutes of May 23, 2022 7:00 PM (Approval of Minutes)



THANK YOU

Greg Kathman
Development Services Director
gkathman@fairfieldoh.gov
(513) 867-5345

Nathaniel Kaelin
Economic Development Manager
nkaelin@fairfieldoh.gov
(513) 896-8171



City Council Action Item
Regular Meeting - June 13, 2022

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

Subject:

Fairfield-Fairfield Township JEDD Board Appointment

Legislation Title:

Simple Motion: Motion to appoint Economic Development Manager Nathaniel Kaelin to the Board of Directors of the Fairfield-Fairfield Township Joint Economic Development District (JEDD 1).

Recommendation:

Pursuant to Ohio Revised Code Section 715.72(p), a request for a simple motion is made to appoint the Economic Development Manager to the Board of Directors of the newly-created Fairfield - Fairfield Township Joint Economic Development District (JEDD 1). The JEDD Board is required to have three members, with the City appointing one member. The initial appointment is for a term of one year.

Background/Synopsis:

Financial Impact:

Emergency Provision Explanation:

Rule Suspension Requested:

Emergency Provision Needed:



City Council Ordinance
Regular Meeting - June 13, 2022

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

Subject:

Koch Foods Sewage Pretreatment Permit Fee Waiver

Legislation Title:

Ordinance to authorize the Building Superintendent to waive building permit fees related to sanitary sewer pretreatment facilities developed as part of the Koch Foods expansion project at 635 Commerce Center Drive and declaring an emergency.

Recommendation:

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

Background/Synopsis:

Koch Foods, a private company operating locally at 4100 Port Union Road, is a vertically integrated poultry products manufacturer. The company began operating in Fairfield in 1999 and has seen steady growth and multiple expansions. Koch Foods is the city's largest public utilities user and the city's largest industrial employer.

The existing Koch Foods facility (Plant A) accommodates seven chicken production lines. Koch Foods is currently erecting a second manufacturing building (Plant B) on an 18.1 acre parcel directly north of its existing campus at 635 Commerce Center Drive, and has initially committed to construct three additional production lines. Investment in this expansion project is expected to exceed \$250 million.

Koch Foods is currently finalizing plans for improvements to its on-site sanitary sewer pretreatment facility. The facility pretreats sanitary sewer discharge from the company's operations prior to it entering city or county sewer lines or facilities. Sewer pretreatment is necessary for the long-term preservation and operation of city and county sewer infrastructure. In this area, the sewage discharges into City of Fairfield sewer lines that ultimately flow to a Butler County Water & Sewer Department sewage treatment plant.

Koch Foods has requested project assistance in the form of waiving the building permit fees for the construction of this facility. The sewer pretreatment facility improvements are expected to cost more than \$20 million.

Approval of this ordinance would authorize the Building Superintendent to waive all building permit fees related to the pretreatment facility during a project term of June 15, 2022 through June 30, 2023.

Financial Impact:

Should this ordinance be approved, the city would waive an estimated \$30,000 in building permit fees over the term of the project. To date, the company has paid in excess of \$325,000 in building permit fees to the City of Fairfield for building plan review and inspection of Plant B.

Emergency Provision Explanation:

In order to facilitate the building improvements to meet the company's aggressive timeline, it is recommended that City Council suspend the rules requiring a second and third reading of the ordinance and pass as an emergency.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Building Superintendent-Ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE BUILDING SUPERINTENDENT TO WAIVE BUILDING PERMIT FEES RELATED TO SANITARY SEWER PRETREATMENT FACILITIES DEVELOPED AS PART OF THE KOCH FOODS EXPANSION PROJECT AT 635 COMMERCE CENTER DRIVE AND DECLARING AN EMERGENCY.

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

Section 1. The Building Superintendent is hereby authorized and directed to waive all building permit fees related to sanitary sewer pretreatment facilities developed as part of the Koch Foods expansion project at 635 Commerce Center Drive. This waiver shall apply to the construction of the sanitary sewer pretreatment facilities only during the period of June 15, 2022 through June 30, 2023.

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 can begin as soon as possible to meet the company's aggressive timeline for construction; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Building Superintendent-Ord

Attachment: Building Superintendent-Ord (3231 : Koch Foods Sewage Pretreatment Permit Fee Waiver)



City Council Ordinance
Regular Meeting - June 13, 2022

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

Subject:

Cooperation Agreement with Butler County

Legislation Title:

Ordinance to authorize the City Manager to execute the Cooperation Agreement with Butler County, Ohio, for the Butler County CDBG Entitlement Program for the program years 2023-2025, and declaring an emergency.

Recommendation:

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

Background/Synopsis:

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

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

Financial Impact:

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

Emergency Provision Explanation:

Butler County is awaiting ordinances and executed agreements from all communities they serve who receive funding in order to submit to HUD for compliance. The signed Cooperation Agreement is due to Butler County by June 20, 2022.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. CoopAgreement-FF_2023-2025

2. CDBG-Ord

COOPERATION AGREEMENT
for the
BUTLER COUNTY ENTITLEMENT PROGRAM
Program Years 2023-2025

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

WITNESSETH:

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

- 1) The elimination of slums and blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income;
- 2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities;
- 3) The conservation and expansion of the Nation’s housing stock in order to provide a decent home and suitable living environment for all persons, but principally those of low and moderate income;
- 4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities;
- 5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, and other needed activity centers;
- 6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for

persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income;

- 7) The restoration and preservation of properties of special value for historic, architectural, or esthetic reasons;
- 8) The alleviation of physical and economic distress through the stimulation of private investment and downtown revitalization in Neighborhood Business Districts.

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

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

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

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

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

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

IT IS AGREED BETWEEN PARTIES THAT:

1. This Agreement covers Program Years 2023, 2024, and 2025 (May 1, 2023 through April 30, 2025) of both the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program. By executing this Agreement and participating

in the Butler County Programs, the City understands that it may not apply for grants under the Small Cities or State CDBG Program, and that it may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.

2. The County shall prepare and submit an application to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, as amended. These applications shall set forth a summary of a community development plan which identifies community development needs, demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conforms with Section 104 of the Act. The community development plan described above shall hereinafter be called the “Plan”.
3. The City may prepare applications of recommended projects and activities for community development within its boundaries, of which the activities and objectives must be in accordance with the objectives of the Act. These applications shall be submitted to the Butler County Department of Development, which will be the reviewing agency for all proposed activities and objectives to be included in the Plan. The Butler County Department of Development shall make recommendations to the Board of County Commissioners for the contents of the plan and for recommended priorities among these various projects and activities which may be submitted. Final approval of projects and activities to be included in the plan is the responsibility of the Board of County Commissioners. It is also understood between the parties that the County has the authority and responsibility to make decisions concerning the contents of the applications, and that the projects and activities for which approval and urban county formula funding is sought under these applications shall be in conformance with the purposes of the Act and the Plan.
4. If projects or activities with the City are approved and funded, pursuant to the applications, the County will have the responsibility and authority for the overall implementation of the programs and for the proper use of the urban county formula funds and any and all program income generated from the expenditure of these funds in accordance with the requirements of the Act.
5. The County shall develop and maintain a uniform administrative procedure for the development of applications and the distribution of urban county formula funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the secretary may develop for the distribution and expenditure of urban county formula funds.

The annual allocation of CDBG funds to the City will be no less than 10% of the CDBG funds the County receives in Program Years 2023, 2024, and 2025. The City may apply to the County for additional CDBG funding in any of these same Program Years. The foregoing minimum allocation and opportunity for additional funding shall be null and void (a) if such procedures are contrary to the Act or contrary to present or future requirements or regulations of the Secretary of Housing and Urban Development, or (b) if the County receives no CDBG funds in any Program Year.

6. The City authorizes the County to do on behalf of the City, in accordance with the conditions of this agreement, all things which the City could do for itself in the making of the application for, and the expenditure of, urban county formula funds.
7. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
8. Pursuant to 24 CFR 570.501 (b), the City shall be subject to the same requirements as subrecipients, including the requirement of a written agreement, where applicable in accordance with 24 CFR 570.503.
9. If a City is a subrecipient, it must inform the County of any income generated by the expenditure of CDBG funds and return such income to the County within thirty (30) days of its receipt, unless other specific arrangements have been negotiated and agreed to by the City and the County. The City shall maintain and supply such records and supporting documentation to the County to assure program income is being accurately reported and correctly expended. Any program income that is on hand or received subsequent to close out of the activity shall be paid to the County within thirty (30) days.
10. For any real property acquired or improved in whole or in part using CDBG funds, the City agrees:
 - a) To notify the County within thirty (30) days of any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement including disposition.
 - b) To reimburse the County in an amount equal to the current Fair Market Value (less any portion thereof attributable to expenditures of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.
 - c) To return to the County (as provided in Section 8 and Section 9 above) all program income generated from the disposition, transfer, or rent of property acquired or improved with CDBG funds.

11. Both the County and City/Village agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and will affirmatively further fair housing per 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021).

Both the County and City/Village agree to take all actions necessary to assure compliance with the urban county's certification under section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and affirmatively furthering fair housing. Further, no funding shall be made for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the county's fair housing certification.

12. The City has adopted and is enforcing:
 - a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
13. This agreement shall remain in effect for Program Years 2023, 2024, and 2025, and cannot be terminated, until CDBG and HOME funds, as well as any program income received are expended, and the funded activities are completed, and that the county and participating unit of local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
14. Any amendments to the Housing and Community Development Act of 1974, as currently amended, necessitating a change to this agreement, shall be incorporated by a formal amendment to this agreement. Failure by either party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification is scheduled, shall automatically terminate the agreement following the expenditure of all CDBG funds allocated for use in the City's jurisdiction, and that such failure to comply will void the automatic renewal of such qualification period.
15. This agreement shall be automatically renewed in successive three-year qualification periods unless either party exercised the option to terminate the agreement at the end of

the urban county qualification period. If the City fails to exercise that option before the end of the urban county qualification period it will not have the opportunity to exercise that option until the end of the subsequent urban county qualification period. Such termination will be accepted only if it is submitted in writing before the end of each qualification period. Butler County will notify the City by the date specified in HUD's Urban County Qualification Notice, of its right to terminate the Agreement.

16. The city/village may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

BUTLER COUNTY:

President

Witness

Vice-President

Member

CITY OF FAIRFIELD:

City Manager

Witness

LEGAL OPINION ATTACHED and made part of this Agreement.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE COOPERATION AGREEMENT WITH BUTLER COUNTY, OHIO, FOR THE BUTLER COUNTY CDBG ENTITLEMENT PROGRAM FOR PROGRAM YEARS 2023-2025, AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the Cooperation Agreement with Butler County, Ohio, for the Butler County CDBG Entitlement Program for Program Years 2023-2025 in accordance with the application and agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the agreement is due by June 20, 2022; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

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

Attachment: CDBG-Ord (3238 : Cooperation Agreement with Butler County)



City Council Ordinance
Regular Meeting - June 13, 2022

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

Subject:

Amendment to Veritiv Economic Development Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute an Amendment to the Property Investment Reimbursement Agreement (PIRA) which provides economic development incentives to Veritiv Operating Company, and declaring an emergency.

Recommendation:

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

Background/Synopsis:

Veritiv Corporation is a Fortune 500 company that operates as a business-to-business provider of packaging, publishing, and hygiene products. The company was formed through mergers in 2014 and is headquartered in suburban Atlanta, Georgia.

After an extensive site search concluded in 2016, the company selected Fairfield for a major office hub. Veritiv leased approximately 96,000 square feet in the Gilmore Pointe office building located at the corner of Mack and Gilmore Roads. With more than 400 employees, the company immediately became one of the city's top 10 employers.

In order to attract Veritiv to the city, Fairfield City Council approved a Property Investment Reimbursement Agreement (PIRA) in January 2016. For a period of 10 years, this agreement provides the company with an annual reimbursement payment towards its investment to renovate and occupy the Gilmore Pointe office building. Each year, Veritiv reports its total cumulative capital investment, square foot occupied, and the total jobs and payroll of the previous calendar year. An annual reimbursement payment is calculated based on the payroll achieved during the previous year. Reimbursement payments are made in arrears; the first payment was made in 2018 and based on calendar year 2017 payroll. The last payment will be made in 2027 for calendar year 2026.

In 2020, Veritiv Corporation implemented a restructuring plan that included an approximately 15% workforce reduction. This plan impacted Veritiv locations throughout the company, including the Fairfield operation. Veritiv continues to be a major employer in the community, with more than 350 jobs and \$26 million in payroll reported for calendar year 2021.

The PIRA document establishes a threshold of \$30 million in payroll for calculation of the annual

reimbursement payment. In years when the company does not achieve this payroll level, the city has the ability to adjust or withhold a reimbursement payment.

Recognizing that Veritiv has been a good corporate partner and employer for the community, city staff worked with Veritiv to understand the company's near term plans and to amend the PIRA to reflect its current business model.

Approval of this ordinance would authorize the City Manager to enter into an Amendment to the PIRA document. The amendment provides a base threshold of \$20 million in payroll for calculation of the annual reimbursement payment, reduced from the previous \$30 million minimum. Annual payrolls exceeding \$20 million or \$25 million would be entitled to a reimbursement payment that is calculated at a lower rate than annual payrolls above \$30 million. The amendment also moves back the timeline for the reimbursement to allow for the city to understand the impact of any individual refunds filed and refunded from the income tax withheld by the company.

Financial Impact:

Veritiv Corporation has renovated and occupies approximately 96,000 square feet of office space in the city, generating increased income and property tax revenue. To date, the company has received \$499,935 in reimbursement payments. Annual reimbursement payments for the remaining years of the agreement would range from \$32,500 (for > \$20 million in payroll) to \$211,250 (for >\$36 million in payroll) under the proposed amendment.

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. PIRA Amendment - Veritiv
2. Exhibit A - PIRA Document Veritiv
3. Veritiv Operating Company-Ord

AMENDMENT TO
PROPERTY INVESTMENT REIMBURSEMENT AGREEMENT
(Veritiv PIRA)

This Amendment to Property Investment Reimbursement Agreement is made and entered into by and between the City of Fairfield, Ohio, an Ohio municipal corporation, with its main offices located at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as “City”) and Veritiv Operating Company, a Delaware corporation (“Company”), located at 1000 Abernathy Road N.E., Building 400, Suite 1700, Atlanta, Georgia 30328.

WITNESSETH;

WHEREAS, City has encouraged the growth of employment opportunities in Fairfield, Ohio, in order to improve the economic welfare of City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, City and Company entered into a Property Investment Reimbursement Agreement (hereinafter referred to as “Agreement”) on January 25, 2016 (a copy of which is attached hereto as Exhibit A); and

WHEREAS, it is necessary to amend the Agreement to reflect a revised business environment and project scope to be fulfilled by the Company; and

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

A. Section 2 (Job Creation & Payroll) shall be removed and replaced by the following:

2. Job Creation & Payroll

Upon conclusion of the Project, Company will have a minimum aggregate employee payroll at the Project Site of Twenty Million Dollars (\$20,000,000.00). For purposes of this Agreement, employee payroll shall mean the total payroll for all employees of Company or any other related company regularly occupying the Project Site, including permanent and temporary, full or part-time, leased employees, or employees provided by a staffing service, which payroll is subject to the City income tax. Employee payroll shall be determined by reducing the amount of income tax withholdings received by the City by the amount of income taxes refunded to persons employed by the Company (as of May 1 of each payment year) and dividing the difference by the City income tax rate (currently .015) so that Company only receives credit for payroll upon which income tax is due to the City. City also acknowledges and agrees that the Project Site may not be sufficient to accommodate all business operations of the Company in Fairfield, Ohio; therefore, if the Company has employees at a location in the City of Fairfield, Ohio other than the Project Site for the purposes of accommodating Company’s business operations,

then employee payroll shall include the total payroll for all employees of Company or any other related companies regularly occupying such location in the City of Fairfield, calculated as stated above.

B. Paragraph 2 of Section 4 (City Property Investment Reimbursement Payments) shall be removed and replaced by the following:

The City Payments will be made in arrears. The initial payment will be made in 2018, which is the year following the initial year of the Project Term. The final payment will be made in 2027, which is the year following the final year of the Project Term. Such payments will be made by May 31 of each payment year, so long as Company has met the payroll requirements as described in Section 2 and reporting requirements as described in Section 5.

C. Exhibit A (Schedule of City Payments) shall remain unchanged except for the addition of the following lettered bullets:

E. If annual Company payroll is equal to or exceeds \$20,000,000.00, then:

Square Footage		Property Investment Credit		Total City Payment
65,000	x	\$ 0.50	=	\$32,500

F. If annual Company payroll is equal to or exceeds \$25,000,000.00, then:

Square Footage		Property Investment Credit		Total City Payment
65,000	x	\$ 1.00	=	\$65,000

All other rights and duties associated with the Project, as described in the Agreement dated January 25, 2016, shall be in full force and effect as to City and Company for the remainder of the term stated in the Agreement.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____, has executed this instrument this _____ day of _____, 2022 and Veritiv Operating Company by Dean A. Adelman, its Senior Vice President and Chief Human Resources Officer has caused this instrument to be executed this _____ day of _____, 2022.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

VERITIV OPERATING COMPANY

By _____
Dean A. Adelman, Senior Vice President
and Chief Human Resources Officer

Approved as to form:

Approved as to content:

John H. Clemmons
Fairfield City Law Director

Greg Kathman
Development Services Director

PROPERTY INVESTMENT REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between the City of Fairfield, an Ohio municipal corporation (the "City"), located at 5350 Pleasant Avenue, Fairfield, Ohio 45014, Veritiv Operating Company, a Delaware corporation ("Company"), located at 1000 Abernathy Road N.E., Building 400, Suite 1700, Atlanta, Georgia 30328.

WITNESSETH;

WHEREAS, the City seeks to increase employment opportunities and to encourage the establishment of new jobs in the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Company is desirous of leasing approximately 65,000 square feet of a multi-tenant office building named Gilmore Pointe, located at 6120 S. Gilmore Road, Fairfield, Ohio, (the Company's premises is hereinafter referred to as the "Project Site") for its business operations; and

WHEREAS, the City has determined that Company will provide jobs with a minimum aggregate employee payroll as provided in Section 2 below at the Project Site in connection with its operations in the Project Site following a project to be implemented by Company, consisting of property improvements and the acquisition and installation of machinery, equipment, furniture and fixtures to establish Company's business operation in the City (the "Project"); and

WHEREAS, Company has requested that City provide certain financial assistance to Company to offset costs of capital expenditures required to renovate and modernize the technological capacity of the Project Site so that Company can occupy the Project Site and create jobs in the City; and

WHEREAS, Company represents and has documented to the City that such financial assistance is a major factor in Company's decision to proceed with the Project; and

WHEREAS, City believes that the provision of financial assistance to Company as contemplated in this Agreement will have a significant direct impact within the Fairfield community through the creation and maintenance of job opportunities; and

WHEREAS, the City Payments and this Agreement were approved by the Fairfield City Council via Ordinance No. 5-16 on January 25, 2016.

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

1. PROJECT

The Project consists of a capital investment for property improvements and the acquisition and installation of machinery, equipment, furniture and fixtures to establish Company's business operation and the creation of jobs at the Project Site. Company and/or the Project Site owner will invest a minimum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) to accomplish the Project.

2. JOB CREATION & PAYROLL

Upon conclusion of the Project, Company will have a minimum aggregate employee payroll at the Project Site of Thirty Million Dollars (\$30,000,000.00). For purposes of this Agreement, employee payroll shall mean the total payroll for all employees of Company or any other related company regularly occupying the Project Site, including permanent and temporary, full or part-time, leased employees, or employees provided by a staffing service, which payroll is subject to the City income tax. City also acknowledges and agrees that the Project Site may not be sufficient to accommodate all business operations of the Company in Fairfield, Ohio; therefore, if the Company has employees at a location in the City of Fairfield, Ohio other than the Project Site for purposes of accommodating Company's business operations, then employee payroll shall include the total payroll for all employees of Company or any other related companies regularly occupying such location in the City of Fairfield, calculated as stated above.

3. TERM

Company will complete the Project and occupy the Project Site no later than December 31, 2016. Company will create and maintain the payroll commitment, as described in Section 2, for a ten (10) year term of January 1, 2017 through December 31, 2026 (the "Project Term").

4. CITY PROPERTY INVESTMENT REIMBURSEMENT PAYMENTS

Upon receipt and verification of an annual report from Company, as described in Section 5 below, City shall pay via check a property investment reimbursement payment (the "City Payment") to Company in an amount as shown on Exhibit A (herein attached).

The City Payments will be made in arrears. The initial payment will be made in 2018, which is the year following the initial year of the Project Term. The final payment will be made in 2027, which is the year following the final year of the Project Term. Such payments will be made by March 31 of each payment year, so long as Company has met the payroll requirements as described in Section 2 and reporting requirements as described in Section 5.

In the event that Company fails to meet the minimum payroll requirements as described in Section 2, for any year of the Project Term, then City has the right with written notice to adjust the City Payment proportionately at the lowest Property Investment Credit rate for the applicable year in accordance with Exhibit A attached hereto; provided, that if Company fails to meet the payroll requirements in any year of the Project Term, there shall be no adjustment to any payments of the City Payment for any prior year, or any impact on any City Payment for any subsequent years, which shall be made according to the payroll requirements which are met in the applicable year of the City Payment.

City agrees that if the Company considers an additional project at the Project Site that involves a capital investment of at least \$500,000 and/or an increase in Company annual payroll of at least \$5,000,000, City will discuss and consider additional incentives for the Company.

The City Payments will not exceed \$211,250.00 for any year and will not exceed a total of \$2,000,000.00 or the amount of Capital Investment made in the City of Fairfield, Ohio, as described in Section 5, whichever is less.

5. REPORTING

Company shall submit an annual report to City by January 31 of each year of the Project Term, as described in Section 3. Such report shall detail the number of full-time equivalent jobs at the Project Site, the total Company employee payroll that was paid during the prior calendar year, and any other information relevant to this Agreement. Such report, as submitted, must be certified as accurate and signed by the Chief Financial Officer of Company.

City shall forward such report to the City's Income Tax Division for verification. City shall have the right to reasonably review the books and records of Company specifically relating to City employment and payroll if necessary. Any such records shall be made available at Company's offices and subject to a confidentiality agreement as mutually acceptable to Company and City. If the report is verified, the City shall approve such the report in writing as demonstrating compliance with this Agreement. If the report is not verified as accurate, then City will notify Company in writing and Company will have thirty (30) days to address the issue.

The first annual report, due by January 31, 2017, shall also include documentation to support the minimum One Million Eight Hundred Thousand Dollar (\$1,800,000.00) capital investment (the "Capital Investment Target") made for the Project by Company and/or the Project Site owner. In addition, City acknowledges that the Project Site may not be sufficient to accommodate all business operations of the Company in Fairfield, Ohio; therefore, if the Company makes a capital investment for improvements and/or installations to upgrade property at a location in the City of Fairfield, Ohio other than the Project Site for purposes of accommodating Company's business operations, then such capital investment shall be included in the capital investment made by Company for purposes of meeting the Capital Investment Target.

6. MISCELLANEOUS

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

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

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

D. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Company without the prior express written consent of City. Notwithstanding the foregoing, this Agreement may be assigned without prior consent of City, but upon prior written notice to City, in the following instance: by Company in the event of the sale of all or substantially all of the assets of Company, or to any successor of Company by merger, consolidation,

joint venture, reorganization or similar change, or to any entity which controls, is controlled by, or is under common control with Company.

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

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

CITY

City Manager
City of Fairfield
5350 Pleasant Ave.
Fairfield, OH 45014

COMPANY

Veritiv Operating Company
1000 Abernathy Road N.E.
Building 400, Suite 1700
Atlanta, GA 30328
Attn: Director – Real Estate

With a copy to:

Veritiv Operating Company
1000 Abernathy Road N.E.
Building 400, Suite 1700
Atlanta, GA 30328
Attn: Law Department – Real Estate Counsel

G. City makes the following representations and warranties: (i) City has the requisite authority to enter into this Agreement and to make the City Payments to Company; (ii) the City Payments and this Agreement were approved by the City Council by Ordinance No. 5-16; and (iii) no further approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by City.

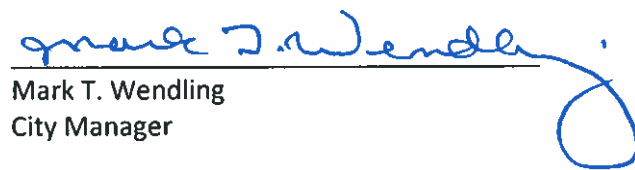
IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Mark T. Wendling, its City Manager, and pursuant to Ordinance No. 5-16, has caused this instrument to be executed this 25th day of January, 2016, and Veritiv Operating Company, by Tom Lazzaro, its Sr. Vice President, has caused this instrument to be executed this 25 day of January, 2016.

[SIGNATURES CONTINUE ON NEXT PAGE]

Witness:



CITY OF FAIRFIELD



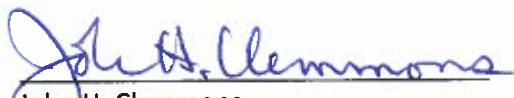
Mark T. Wendling
City Manager

VERITIV OPERATING COMPANY




Name: Tom Lazzaro
Title: SVP, Field Sales & Operations

Approved as to Form:



John H. Clemmons
Fairfield City Law Director

Approved as to Content:



Timothy Bachman
Fairfield Development Services Director

EXHIBIT "A"

Schedule of City Payments

- A. If annual Company payroll is equal to or exceeds \$30,000,000.00, then:

Square Footage		Property Investment Credit		Total City Payment
65,000	x	\$ 1.75	=	\$ 113,750.00

- B. If annual Company payroll is equal to or exceeds \$33,000,000.00, then:

Square Footage		Property Investment Credit		Total City Payment
65,000	x	\$ 2.50	=	\$ 162,500.00

- C. If annual Company payroll is equal to or exceeds \$36,000,000.00, then:

Square Footage		Property Investment Credit		Total City Payment
65,000	x	\$ 3.25	=	\$ 211,250.00

- D. The maximum square footage eligible for the Property Investment Credit is 65,000 square feet. The maximum annual City Payment is \$211,250.00. The maximum total City Payment is \$2,000,000.00.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROPERTY INVESTMENT REIMBURSEMENT AGREEMENT (PIRA) WHICH PROVIDES ECONOMIC DEVELOPMENT INCENTIVES TO VERITIV OPERATING COMPANY AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute an amendment to the Property Investment Reimbursement Agreement (PIRA) which provides economic development incentives to Veritiv Operating Company in accordance with the amendment on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Resolution
Regular Meeting - June 13, 2022

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

Subject:

Creation of the Fairfield Town Center DORA

Legislation Title:

Resolution to authorize the City Manager to create a Designated Outdoor Refreshment Area (DORA) enacting regulations and declaring an emergency.

Recommendation:

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

Background/Synopsis:

As permitted in Ohio Revised Code section 4301.82, a Designated Outdoor Refreshment Area or “DORA” is a specified area of land that a local legislative authority has designated as exempt from certain open container provisions as defined within the legislative act that created the DORA. Thus, patrons within a DORA that purchase an alcoholic beverage for on-premises consumption from a DORA designated liquor permit holder can leave the permit premises with an opened alcoholic beverage container and continue consuming it within the DORA.

As of May 25, 2022, the Ohio Department of Commerce acknowledged the creation of 99 DORA districts throughout the state, including four in Butler County (Hamilton, Liberty Township, Middletown, and Oxford) and ten in Hamilton County (Blue Ash, Cheviot, Cincinnati-Banks, Cincinnati-Westwood, Harrison, Loveland, Mariemont, Montgomery, Sharonville, and Wyoming).

The first step in establishing a DORA is the submission of an application to the local legislative body. City Manager Timmer submitted an application to Fairfield City Council on April 26, 2022 proposing creation a DORA in the Town Center area of the city. City Council subsequently held a public hearing on May 23, 2022 to collect public input on the proposed DORA.

The proposed DORA area is approximately 27 acres and is centered around Wessel Drive between Nilles Road and Pleasant Avenue, inclusive of Village Green Park and the Community Arts Center. There are six qualified liquor permit holders within this area. The proposed hours of operation are 12:00 noon to 12:00 midnight, seven days a week.

City staff has developed a safety and sanitization plan as required by the Ohio Revised Code. Staff has also prepared for the distribution of DORA cups, decals to mark participating businesses, and signage to mark the DORA boundaries.

Should the resolution be approved by City Council, the City Manager will file required documentation with the Ohio Department of Commerce. The Department will review the documentation to ensure compliance with basic legal requirements and will affix a DORA designation on the permit of qualifying liquor permit holders in the DORA. Operation of the DORA could begin as early as mid-July.

Financial Impact:

The city has incurred some minor startup costs, including graphic design, the creation and installation of DORA signage, additional trash receptacles, DORA cups, and business window decals. It is anticipated that some of these startup costs will be recaptured over time through the sale of cups.

As stated in the DORA application, the purpose of the DORA would be for economic betterment of businesses, residents, and property owners within the DORA. Economic growth typically results in increased revenues to the city through the creation of new jobs and gains in property values.

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. DORA Application to Fairfield City Council
2. DORA-Ord
3. DORA-Exhibit A-Ord



Application to Fairfield City Council

For the establishment of a

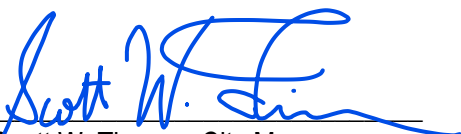
Designated Outdoor Refreshment Area Fairfield Town Center

O.R.C. 4301.82



The Office of the City Manager for the City of Fairfield, Ohio respectfully submits the following application to Fairfield City Council to approve and enact a Designated Outdoor Refreshment Area in Village Green in accordance with O.R.C. 4301.82

Submitted: April 26, 2022

By: 
Scott W. Timmer, City Manager

Attachment: DORA Application to Fairfield City Council (3229 : Creation of the Fairfield Town Center DORA)

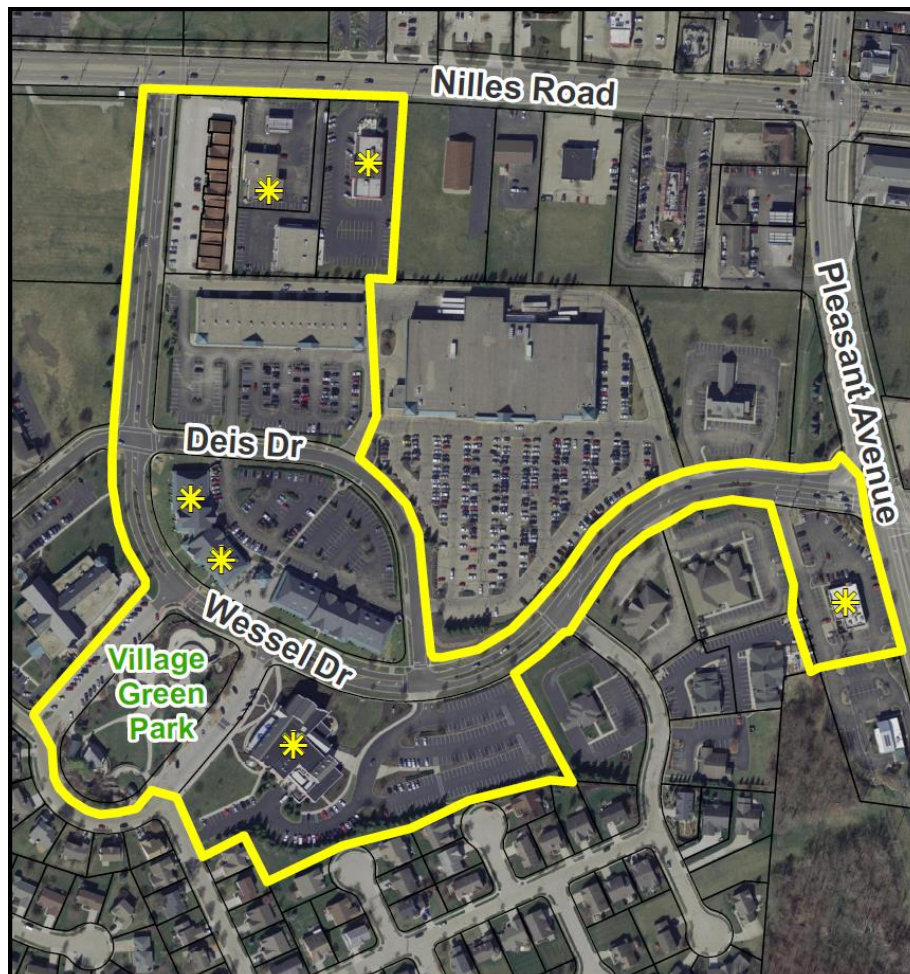
I. Introduction and Submittal of Application

The Office of the City Manager of Fairfield, Ohio respectfully submits the following application to City Council of Fairfield, Ohio to approve and establish a Designated Outdoor Refreshment Area (hereinafter "DORA"), pursuant to Ohio Revised Code ("ORC") § 4301.82. The proposed application meets all the state requirements.

A DORA is an area where the open carry restrictions do not apply at particular hours, and adults are permitted to possess and consume alcohol in public, with certain restrictions. A DORA established within the City of Fairfield would be the fifth DORA in Butler County. A DORA has already been established in Hamilton, Middletown, Liberty Township, and Oxford. The purpose of the City's DORA would be for economic betterment of businesses, residents, and property owners within the DORA, as well as the City of Fairfield as a whole.

Section 1 – Boundaries

In accordance with the ORC § 4301.82(B)(1)(b) and F(1)(a), the boundaries of the DORA are depicted below. The specific boundaries of the DORA, including street addresses and a map of the proposed area are further depicted in Exhibit "A" and "B" attached hereto and incorporated herein. The DORA is approximately 27 acres.



Section 2 – Nature and Types of Establishments Located within the Proposed DORA

In accordance with ORC § 4301.82 (B)(2), the nature and types of establishments located within the DORA are as follows:

The DORA encompasses the majority of Fairfield's Village Green District. Within the DORA, the majority of the buildings are retail, restaurants, and office. Within and adjacent to the DORA, there are institutional uses typical to a modern downtown such as the Fairfield Community Arts Center, Lane Library Fairfield Branch, and city-owned park land at the Village Green Amphitheatre.

Examples of the retail, dining, services, and government establishments located in the DORA:

Establishment (Government)	Address
Fairfield Community Arts Center	411 Wessel Dr, Fairfield, OH 45014
Village Green Park & Amphitheatre	301 Wessel Dr, Fairfield, OH 45014
Butler County Title Division	530 Wessel Dr, Fairfield, OH 45014
Fairfield License Agency	530 Wessel Dr, Fairfield, OH 45014

Establishment (Dining)	Address
Berd's Grill & Bar	500 Wessel Dr, Fairfield, OH 45014
La Pinata Mexican Grill & Bar	500 Wessel Dr, Fairfield, OH 45014
Richard's Pizza	495 Nilles Rd, Fairfield, OH 45014
Fairfield Pub	465 Nilles Rd, Fairfield, OH 45014
Om India	530 Wessel Dr, Fairfield, OH 45014
Applebee's Bar + Grill	5331 Pleasant Ave, Fairfield, OH 45014
Flubs Dari-ette	539 Wessel Dr, Fairfield, OH 45014

Establishment (Retail)	Address
Petco	675 Deis Dr, Fairfield, OH 45014
Reichley's Hallmark Shop	675 Deis Dr, Fairfield, OH 45014

Establishment (Services/Other)	Address
Michael Garland State Farm Insurance	500 Wessel Dr, Fairfield, OH 45014
Clarkson Eye Care	530 Wessel Dr, Fairfield, OH 45014
H&R Block	675 Deis Dr, Fairfield, OH 45014
Great Clips	675 Deis Dr, Fairfield, OH 45014
GNC	675 Deis Dr, Fairfield, OH 45014
Clemmons & Wolterman Law Firm	530 Wessel Dr, Fairfield, OH 45014
Pfefferle Auto Service, Quick Lube and Tires	479 Nilles Rd, Fairfield, OH 45014

Section 3 – Qualified Permit Holders

In accordance with ORC § 4301.82 (B)(3), the population of the City of Fairfield is less than 50,000 and the creation of the Fairfield Town Center DORA will not create more than 3 Outdoor Refreshment Areas in the City and the DORA will encompass not fewer than two qualified permit holders as defined by ORC § 4301.82 (A), which are identified as follows:

Establishment (DBA)	Address	Permit Types	Permit Number
Fairfield Community Arts Center	411 Wessel Drive	D5, D6	15101780015
Fairfield Pub	465 Nilles Road	D5, D6	2630310
Richard's Pizza	495 Nilles Road	D5, D6	3786677
Berd's Grill & Bar	500 Wessel Drive	D1, D2, D3, D6	554050
Applebee's Bar + Grill	5331 Pleasant Ave	D5, D6	71474040155
La Pinata Mexican Grill & Bar	500 Wessel Drive	D5, D6	2712548

Section 4 – Area Impact

In accordance with ORC § 4301.82 (B)(4), evidence that the uses of land within the DORA are in accordance with the planning and zoning of the City of Fairfield, are as follows:

All properties within the proposed DORA are zoned D-1 or D-1 PUD, permitting uses in the City of Fairfield's D-1 Downtown District zoning district. The uses of land within the DORA are consistent with this zoning, which permits restaurants that serve alcohol, retail, and service uses. Entertainment uses are also permitted with conditional approval by Fairfield's Planning Commission.

A DORA within the proposed area is consistent with the city's comprehensive planning efforts. In 2019, the city adopted Fairfield Forward Comprehensive Plan to assist elected and appointed officials in making decisions related to planning and zoning, economic development, and capital improvement projects over the next 10-20 years. The plan has specific goals for the Town Center area which contains the DORA, one of which reads "Attract and retain a diverse economy of businesses to provide goods, services, and entertainment opportunities." The DORA designation is expected to foster this goal and generate additional interest in Fairfield's Town Center.

Section 5 – Signage

In accordance with the ORC § 4301.82 F(1)(b), the Director of Public Works states there will be a minimum of 11 signs designating the boundary of the DORA. The location and spacing of the signs is shown on attached Exhibit "C". The signs will be mounted and located at all street intersections along the boundary of the DORA. The content and style of this signage shall, in sum or substance, consist of the following:



Section 6 – Hours of Operation

In accordance with ORC § 4301.82 (F)(1)(c), the hours of operation for the DORA will be: Monday through Sunday, 12:00 p.m. (noon) to 12:00 a.m. (midnight).

The applicant requests that City Council reserve the right to temporarily suspend DORA operations for a period of up to seven (7) days in order to accommodate the permitting of special events that may occur within the boundaries of the DORA.

Section 7 – Safety Plan

In accordance with ORC § 4301.82 (B)(5) and (F)(1)(d), a Safety Plan has been developed to ensure public safety in the DORA. A copy of the Safety Plan is attached hereto as Exhibit “D”. The Safety Plan can be executed with existing staff.

Section 8 – Sanitation Plan

In accordance with ORC § 4301.82 (B)(5), (F)(1)(e), and (F)(1)(f), a Sanitation Plan has been developed that will help maintain the appearance and public health of the area within the DORA. A copy of the Sanitation Plan is attached hereto as Exhibit “E”. The Sanitation Plan can be executed with existing staff.

Section 9 – Official DORA Cup

In accordance with ORC § 4301.82 (F)(1)(g), beer, wine, and intoxicating liquor shall only be consumed within the DORA as follows:

Beer, wine, and intoxicating liquor shall only be served and consumed in the DORA in the specifically designated plastic containers produced and provided by the City (the “Official Cup”). No other container will be permitted. Used cups must be disposed of before entering any establishment of a qualified permit holder.

The City Manager requests authority from City Council to approve the design of an official plastic container to be used by all qualified permit holders within the DORA. The City Manager anticipates that the content and style of the Official Cup shall, in sum or substance, consist of the following:



However, if changes are made, qualified permit holders will be given a 90 day notice of the change.

Official Cups will be produced and provided by the City. Each qualified permit holder must order and purchase cups through the City in lots of at least 250. The price per cup will be \$0.90. The City Manager may withhold the sale of cups to any establishment found to be in non-compliance with local, state, or federal law as advised by the Chief of Police and/or Law Director.

Official Cup charges collected will only be used to fund the direct costs incurred by the City in the administration of the DORA, or to otherwise benefit the operations within the DORA.

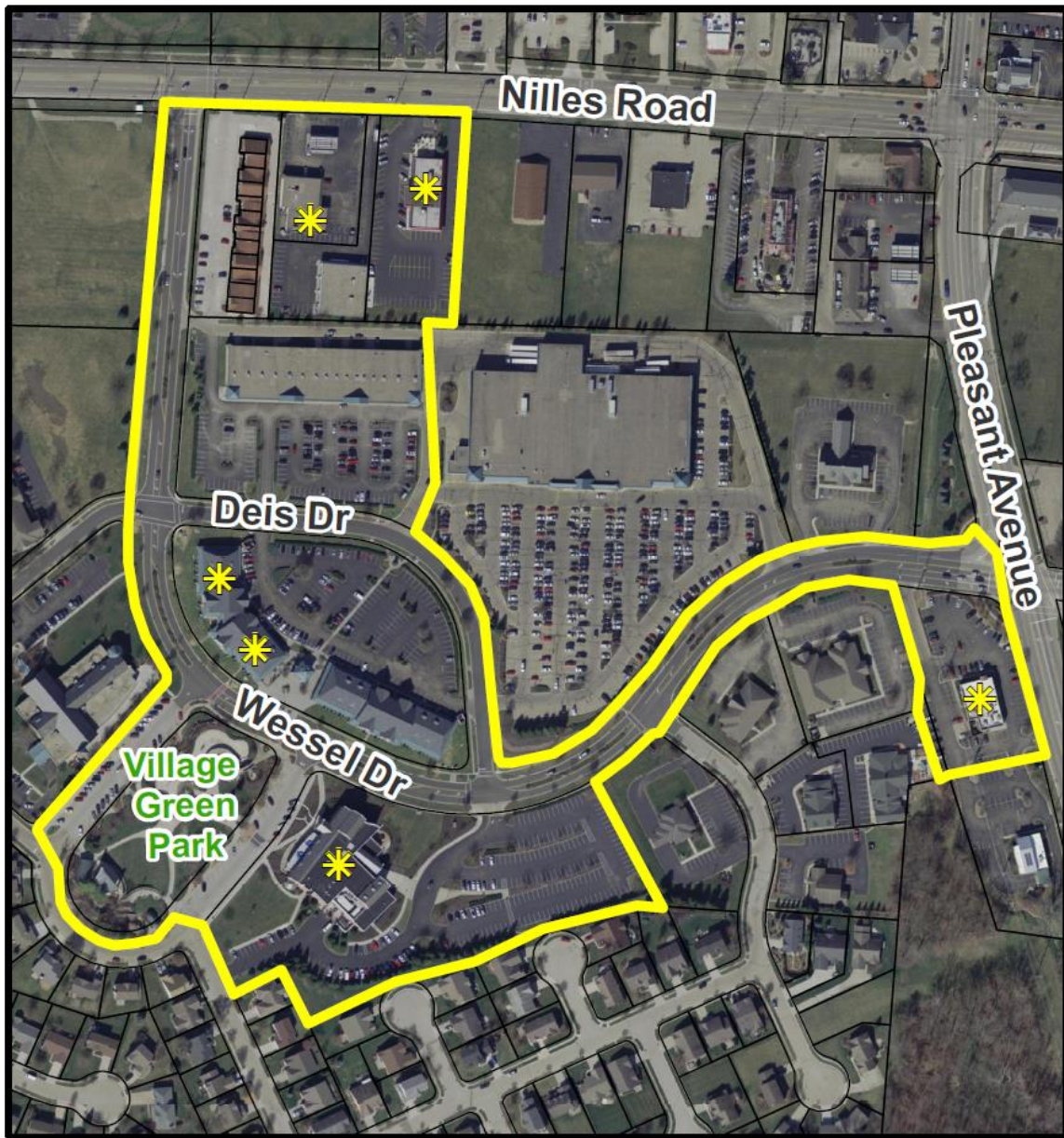
Section 10 – Additional Rules and Requirements

In accordance with ORC § 4301.82 (B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and requirements for the purpose of ensuring public safety and health within the DORA are as follows:

- A. A person may have in the person's possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder to which both of the following apply:
 1. The permit holder's premises is located within the DORA; and
 2. The permit held by the permit holder has an outdoor refreshment area designation.
- B. No person shall do any of the following:
 1. Enter the premises of an establishment of a qualified permit holder within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere, or
 2. Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA, unless the possession is otherwise authorized under division (D) or (E) of ORC § 4301.62.

EXHIBIT A*Boundary Map*

FAIRFIELD TOWN CENTER
Proposed DORA District
April 2022
27.00 acres



SOURCE: Public Works Director, Ben Mann, PE

Attachment: DORA Application to Fairfield City Council (3229 : Creation of the Fairfield Town Center DORA)

EXHIBIT B

Street Addresses of Real Property Included in Specific Boundaries of the DORA

Street Name	Range	Odd/Even
Deis Drive	675	Odd
Nilles Road	447-495	Odd
Pleasant Avenue	5331	Odd
Wessel Drive	301-530	Even & Odd

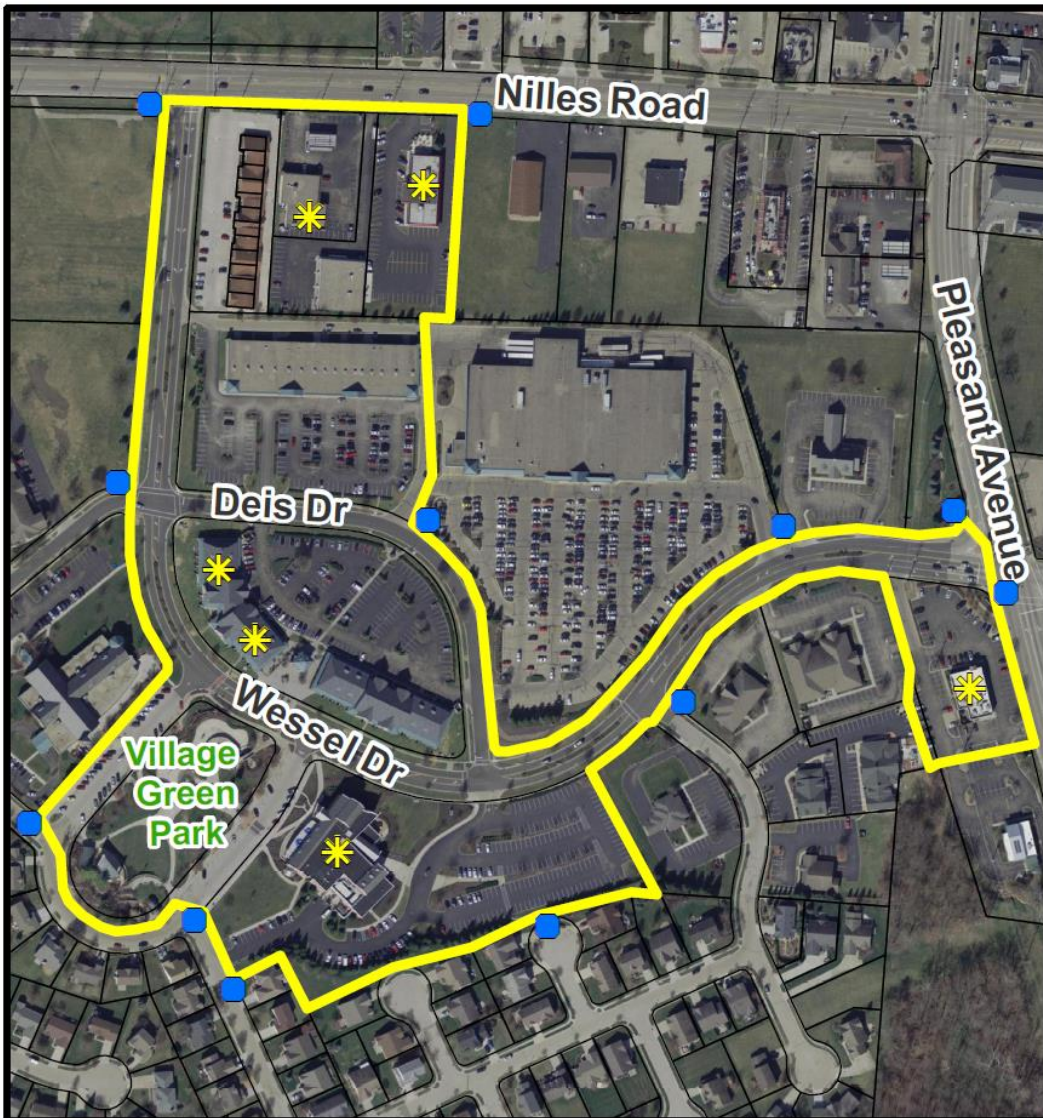
SOURCE: Economic Development Manager, Nathaniel Kaelin

EXHIBIT C

Location and Spacing of the Signs



FAIRFIELD TOWN CENTER Proposed DORA District April 2022 Boundary Signage Plan



- DORA Boundary
- Sign Location

SOURCE: Economic Development Manager, Nathaniel Kaelin

Attachment: DORA Application to Fairfield City Council (3229 : Creation of the Fairfield Town Center DORA)

EXHIBIT D

Public Safety Plan

In accordance with ORC 4301.82(B)(5), the proposed requirements for the purpose of ensuring public safety within the Designated Outdoor Refreshment Area (DORA) are as follows:

PUBLIC SAFETY PLAN

The City of Fairfield Police Department and Fire Department will be responsible for providing public safety within the DORA through law enforcement and Fire/EMS services.

Law Enforcement Responsibilities

The Fairfield Police Department will be responsible for providing law enforcement services within the DORA. The Police Department Headquarters is located within 0.5 miles of the DORA boundary. Patrol Supervisors will monitor the DORA area during routine patrols. The safety plan will be analyzed and adjusted as needed.

In the event that an above-average number of people are in the DORA, the on-duty supervisor may assign additional officers and/or assign an officer to specifically patrol the DORA. The use of foot patrol and bicycle patrol will be considered as alternate methods of patrolling in the DORA.

For planned events in the DORA that may draw a larger than normal attendance, the Chief of Police may have additional officers and/or other agency personnel assigned specifically to the DORA.

Fire/EMS Responsibilities

The Fairfield Fire Department will be responsible for providing Fire, Rescue, and EMS within the DORA. Station Thirty-One is currently located on the periphery of the DORA boundary. Estimated response time would be between two and three minutes to any area within the DORA.

For planned events in the DORA that may draw larger than normal attendance, the Fire Chief may stage personnel and/or equipment in a location within or near the DORA to allow for an immediate response.

SOURCE: Fire Chief, Don Bennett
 Police Chief, Steve Maynard

EXHIBIT E*Sanitation Plan*

The Sanitation Plan will help maintain the appearance and public health of the DORA, and the number of personnel needed to execute the Sanitation plan is as follows:

There are currently fifteen trash receptacles located in the proposed outdoor refreshment area.

The trash receptacles will be serviced by the City on a regular schedule. Additional collections will be done on an as needed basis and will be serviced by the City's Parks and Recreation Department with the Public Works Department as necessary. The Director of Parks and Recreation, in coordination with the Director of Public Works, will monitor the receptacles and coordinate additional collections, if needed.

Trash receptacles may be moved and additional trash receptacles may be added within the DORA at the discretion of the Director of Parks and Recreation, in coordination with the Director of Public Works. Upon approval of the Director of Parks and Recreation, in coordination with the Director of Public Works, additional receptacles may be added by the city or any qualified permit holder, and the servicing of such receptacles shall remain the responsibility of the installing entity.

Each qualified permit holder located within the DORA shall be responsible for the collection of litter near or around the premises occupied by the permit holder.

The Director of Public Works shall evaluate the need and frequency of street sweeping and servicing trash receptacles, and, if needed or advisable, implement changes or modifications to the sanitation plan from the commencement of the DORA until the dissolution of the DORA.

The Director of Parks and Recreation, in coordination with the Director of Public Works, have determined that the Sanitation Plan described herein is sufficient to help maintain the appearance and public health within the DORA. This Sanitation Plan can be executed with the existing personnel of the City of Fairfield.

SOURCE: Parks and Recreation Director, Tiphannie Mays
 Public Works Director, Ben Mann, PE

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO CREATE A
DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) ENACTING
REGULATIONS AND DECLARING AN EMERGENCY.

WHEREAS, a municipality with a population of fifty thousand (50,000) or less is permitted to create a Designated Outdoor Refreshment Area (DORA) pursuant to the provisions of Section 4301.82 of the Ohio Revised Code; and

WHEREAS, on April 26, 2022, the City Manager submitted the application to Council for approval of a DORA in a specified section of the City of Fairfield to establish the Designated Outdoor Refreshment Area (the DORA Application). The DORA Application is attached and incorporated herein as Exhibit 1; and

WHEREAS, pursuant to Section 4301.82(C) of the Ohio Revised Code, notice of the filing of the DORA Application was published in a newspaper of general circulation in the City; and

WHEREAS, Section 4301.82(F)(1) requires the City to establish requirements that the City determines necessary to ensure public health and safety in the area and Section 4301.82(F)(2) of the Ohio Revised Code provides for notice of this proposed action to be published in a newspaper of general circulation once a week for two (2) consecutive weeks, such notice having been published on May 27, 2022 and June 3, 2022; and

WHEREAS, a public hearing was held on May 23, 2022 during which public testimony was solicited; and

WHEREAS, the DORA Application as submitted meets the requirements of Section 4301.82(B)(1 through 5) of the Ohio Revised Code, it being further clarified that the boundary of the DORA includes the premises of the permit holders located at the street addresses listed in Section 3 of Exhibit 1; and

WHEREAS, approval of the Designated Outdoor Refreshment Area will serve to enhance the experiences of the patrons of the business establishments and special events within the Designated Outdoor Refreshment Area.

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

Section 1. That Council approves the DORA Application as having met the requirements of Section 4301.82(B)(1-5) of the Ohio Revised Code, and approves the establishment of a Designated Outdoor Refreshment Area comprised of the area as depicted on Exhibit A attached to Exhibit 1, attached hereto and made a part hereof, such area to include and

Attachment: DORA-Ord (3229 : Creation of the Fairfield Town Center DORA)

encompass the premises of the permit holders located at the street addresses listed in Section 3 of Exhibit 1, as is required to be included pursuant to Section 4301.82(F)(1)(a) of the Ohio Revised Code.

Section 2. Council determines that all public notice requirements of Section 4301.82 of the Ohio Revised Code prior to the passage of this ordinance have been met.

Section 3. In order to ensure public health and safety and in accordance with Section 4301.82(F)(1)(b) of the Ohio Revised Code, the number, spacing, and type of signage designating the DORA boundary shall be as set forth in Section 5 and Exhibit C attached to Exhibit 1.

Section 4. The DORA encompasses not fewer than four (4) qualified permit holders, all of which are identified in Section 3 of Exhibit 1, by business name, address, liquor permit type and liquor permit number. Also included in Section 6 of Exhibit 1 and in accordance with Section 4301.82(F)(1)(c) of the Ohio Revised Code are the hours of operation for the DORA, which will apply to all activities within the DORA, only as may be limited or suspended by approval of special event planning or at the request of City safety forces. Hours of operation shall be Monday through Sunday from the hours 12:00 pm (noon) to 12:00 am (midnight). The City shall have the right to suspend a qualified permit holder's ability to serve DORA beverages for any violation of the DORA rules.

Section 5. The Public Health & Safety Plan as described in Section 7 and Exhibit D attached to Exhibit 1, is hereby approved as meeting the requirements of Section 4301.82(F)(1)(d) of the Ohio Revised Code, including the manner in which the number of personnel needed to carry out the plan shall be determined.

Section 6. The Sanitation Plan that will help maintain the appearance and public health of the are as described in Section 8 and Exhibit E attached to Exhibit 1, is hereby approved as meeting the requirements of Section 4301.82(F)(1)(e) and 4301.82(F)(1)(f) of the Ohio Revised Code, including the manner in which the number of personnel needed to carry out the plan shall be determined.

Section 7. As is required by Section 4301.82(F)(1)(g) of the Ohio Revised Code, beer and intoxicating liquor shall only be served in plastic bottles or other plastic containers, which shall be provided by the qualified permit holders in a readily-identified container that identifies that the DORA approved labeling.

Section 8. The Clerk of Council is hereby instructed to forward a copy of this ordinance

to the Ohio Division of Liquor Control and to the investigative unit of the Ohio Department of Public Safety, all in accordance with Sections 4301.82(C) and 4301.82(F)(3) of the Ohio Revised Code.

Section 9. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

Section 10. This resolution 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 resolution tax effect and be in force immediately after passage; 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

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

Attachment: DORA-Ord (3229 : Creation of the Fairfield Town Center DORA)

Application to Fairfield City Council

For the establishment of a

Designated Outdoor Refreshment Area Fairfield Town Center

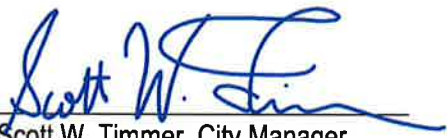
O.R.C. 4301.82



The Office of the City Manager for the City of Fairfield, Ohio respectfully submits the following application to Fairfield City Council to approve and enact a Designated Outdoor Refreshment Area in Village Green in accordance with O.R.C. 4301.82

Submitted: April 26, 2022

By:


Scott W. Timmer, City Manager

Attachment: DORA-Exhibit A-Ord (3229 : Creation of the Fairfield Town Center DORA)

I. Introduction and Submittal of Application

The Office of the City Manager of Fairfield, Ohio respectfully submits the following application to City Council of Fairfield, Ohio to approve and establish a Designated Outdoor Refreshment Area (hereinafter "DORA"), pursuant to Ohio Revised Code ("ORC") § 4301.82. The proposed application meets all the state requirements.

A DORA is an area where the open carry restrictions do not apply at particular hours, and adults are permitted to possess and consume alcohol in public, with certain restrictions. A DORA established within the City of Fairfield would be the fifth DORA in Butler County. A DORA has already been established in Hamilton, Middletown, Liberty Township, and Oxford. The purpose of the City's DORA would be for economic betterment of businesses, residents, and property owners within the DORA, as well as the City of Fairfield as a whole.

Section 1 – Boundaries

In accordance with the ORC § 4301.82(B)(1)(b) and F(1)(a), the boundaries of the DORA are depicted below. The specific boundaries of the DORA, including street addresses and a map of the proposed area are further depicted in Exhibit "A" and "B" attached hereto and incorporated herein. The DORA is approximately 23.96 acres.



Section 2 – Nature and Types of Establishments Located within the Proposed DORA

In accordance with ORC § 4301.82 (B)(2), the nature and types of establishments located within the DORA are as follows:

The DORA encompasses the majority of Fairfield's Village Green District. Within the DORA, the majority of the buildings are retail, restaurants, and office. Within and adjacent to the DORA, there are institutional uses typical to a modern downtown such as the Fairfield Community Arts Center, Lane Library Fairfield Branch, and city-owned park land at the Village Green Amphitheatre.

Examples of the retail, dining, services, and government establishments located in the DORA:

Establishment (Government)	Address
Fairfield Community Arts Center	411 Wessel Dr, Fairfield, OH 45014
Village Green Park & Amphitheatre	301 Wessel Dr, Fairfield, OH 45014
Butler County Title Division	530 Wessel Dr, Fairfield, OH 45014
Fairfield License Agency	530 Wessel Dr, Fairfield, OH 45014

Establishment (Dining)	Address
Berd's Grill & Bar	500 Wessel Dr, Fairfield, OH 45014
La Pinata Mexican Grill & Bar	500 Wessel Dr, Fairfield, OH 45014
Richard's Pizza	495 Nilles Rd, Fairfield, OH 45014
Fairfield Pub	465 Nilles Rd, Fairfield, OH 45014
Om India	530 Wessel Dr, Fairfield, OH 45014
Applebee's Bar + Grill	5331 Pleasant Ave, Fairfield, OH 45014
Flubs Dari-ette	539 Wessel Dr, Fairfield, OH 45014

Establishment (Retail)	Address
Petco	675 Deis Dr, Fairfield, OH 45014
Reichley's Hallmark Shop	675 Deis Dr, Fairfield, OH 45014

Establishment (Services/Other)	Address
Michael Garland State Farm Insurance	500 Wessel Dr, Fairfield, OH 45014
Clarkson Eye Care	530 Wessel Dr, Fairfield, OH 45014
H&R Block	675 Deis Dr, Fairfield, OH 45014
Great Clips	675 Deis Dr, Fairfield, OH 45014
GNC	675 Deis Dr, Fairfield, OH 45014
Clemmons & Wolterman Law Firm	530 Wessel Dr, Fairfield, OH 45014
Pfefferle Auto Service, Quick Lube and Tires	479 Nilles Rd, Fairfield, OH 45014

Section 3 – Qualified Permit Holders

In accordance with ORC § 4301.82 (B)(3), the population of the City of Fairfield is less than 50,000 and the creation of the Fairfield Town Center DORA will not create more than 3 Outdoor Refreshment Areas in the City and the DORA will encompass not fewer than two qualified permit holders as defined by ORC § 4301.82 (A), which are identified as follows:

Establishment (DBA)	Address	Permit Types	Permit Number
Fairfield Community Arts Center	411 Wessel Drive	D5, D6	15101780015
Fairfield Pub	465 Nilles Road	D5, D6	2630310
Richard's Pizza	495 Nilles Road	D5, D6	3786677
Berd's Grill & Bar	500 Wessel Drive	D1, D2, D3, D6	554050
Applebee's Bar + Grill	5331 Pleasant Ave	D5, D6	71474040155
La Pinata Mexican Grill & Bar	500 Wessel Drive	D5, D6	2712548

Section 4 – Area Impact

In accordance with ORC § 4301.82 (B)(4), evidence that the uses of land within the DORA are in accordance with the planning and zoning of the City of Fairfield, are as follows:

All properties within the proposed DORA are zoned D-1 or D-1 PUD, permitting uses in the City of Fairfield's D-1 Downtown District zoning district. The uses of land within the DORA are consistent with this zoning, which permits restaurants that serve alcohol, retail, and service uses. Entertainment uses are also permitted with conditional approval by Fairfield's Planning Commission.

A DORA within the proposed area is consistent with the city's comprehensive planning efforts. In 2019, the city adopted Fairfield Forward Comprehensive Plan to assist elected and appointed officials in making decisions related to planning and zoning, economic development, and capital improvement projects over the next 10-20 years. The plan has specific goals for the Town Center area which contains the DORA, one of which reads "Attract and retain a diverse economy of businesses to provide goods, services, and entertainment opportunities." The DORA designation is expected to foster this goal and generate additional interest in Fairfield's Town Center.

Section 5 – Signage

In accordance with the ORC § 4301.82 F(1)(b), the Director of Public Works states there will be a minimum of 11 signs designating the boundary of the DORA. The location and spacing of the signs is shown on attached Exhibit "C". The signs will be mounted and located at all street intersections along the boundary of the DORA. The content and style of this signage shall, in sum or substance, consist of the following:



Section 6 – Hours of Operation

In accordance with ORC § 4301.82 (F)(1)(c), the hours of operation for the DORA will be: Monday through Sunday, 12:00 p.m. (noon) to 12:00 a.m. (midnight).

The applicant requests that City Council reserve the right to temporarily suspend DORA operations for a period of up to seven (7) days in order to accommodate the permitting of special events that may occur within the boundaries of the DORA.

Section 7 – Safety Plan

In accordance with ORC § 4301.82 (B)(5) and (F)(1)(d), a Safety Plan has been developed to ensure public safety in the DORA. A copy of the Safety Plan is attached hereto as Exhibit "D". The Safety Plan can be executed with existing staff.

Section 8 – Sanitation Plan

In accordance with ORC § 4301.82 (B)(5), (F)(1)(e), and (F)(1)(f), a Sanitation Plan has been developed that will help maintain the appearance and public health of the area within the DORA. A copy of the Sanitation Plan is attached hereto as Exhibit "E". The Sanitation Plan can be executed with existing staff.

Section 9 – Official DORA Cup

In accordance with ORC § 4301.82 (F)(1)(g), beer, wine, and intoxicating liquor shall only be consumed within the DORA as follows:

Beer, wine, and intoxicating liquor shall only be served and consumed in the DORA in the specifically designated plastic containers produced and provided by the City (the "Official Cup"). No other container will be permitted. Used cups must be disposed of before entering any establishment of a qualified permit holder.

The City Manager requests authority from City Council to approve the design of an official plastic container to be used by all qualified permit holders within the DORA. The City Manager anticipates that the content and style of the Official Cup shall, in sum or substance, consist of the following:



However, if changes are made, qualified permit holders will be given a 90 day notice of the change.

Official Cups will be produced and provided by the City. Each qualified permit holder must order and purchase cups through the City in lots of at least 250. The price per cup will be \$0.90. The City Manager may withhold the sale of cups to any establishment found to be in non-compliance with local, state, or federal law as advised by the Chief of Police and/or Law Director.

Official Cup charges collected will only be used to fund the direct costs incurred by the City in the administration of the DORA, or to otherwise benefit the operations within the DORA.

Section 10 – Additional Rules and Requirements

In accordance with ORC § 4301.82 (B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and requirements for the purpose of ensuring public safety and health within the DORA are as follows:

- A. A person may have in the person's possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder to which both of the following apply:
 1. The permit holder's premises is located within the DORA; and
 2. The permit held by the permit holder has an outdoor refreshment area designation.
- B. No person shall do any of the following:
 1. Enter the premises of an establishment of a qualified permit holder within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere, or
 2. Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA, unless the possession is otherwise authorized under division (D) or (E) of ORC § 4301.62.

EXHIBIT A*Boundary Map*

FAIRFIELD TOWN CENTER
Proposed DORA District
April 2022
27.00 acres



SOURCE: Public Works Director, Ben Mann, PE

Attachment: DORA-Exhibit A-Ord (3229 : Creation of the Fairfield Town Center DORA)

EXHIBIT B*Street Addresses of Real Property Included in Specific Boundaries of the DORA*

Street Name	Range	Odd/Even
Deis Drive	675	Odd
Nilles Road	447-495	Odd
Pleasant Avenue	5331	Odd
Wessel Drive	301-530	Even & Odd

SOURCE: Economic Development Manager, Nathaniel Kaelin

EXHIBIT C*Location and Spacing of the Signs*

FAIRFIELD TOWN CENTER **Proposed DORA District** **April 2022**

Boundary Signage Plan



- DORA Boundary
- Sign Location

SOURCE: Economic Development Manager, Nathaniel Kaelin

Attachment: DORA-Exhibit A-Ord (3229 : Creation of the Fairfield Town Center DORA)

EXHIBIT D*Public Safety Plan*

In accordance with ORC 4301.82(B)(5), the proposed requirements for the purpose of ensuring public safety within the Designated Outdoor Refreshment Area (DORA) are as follows:

PUBLIC SAFETY PLAN

The City of Fairfield Police Department and Fire Department will be responsible for providing public safety within the DORA through law enforcement and Fire/EMS services.

Law Enforcement Responsibilities

The Fairfield Police Department will be responsible for providing law enforcement services within the DORA. The Police Department Headquarters is located within 0.5 miles of the DORA boundary. Patrol Supervisors will monitor the DORA area during routine patrols. The safety plan will be analyzed and adjusted as needed.

In the event that an above-average number of people are in the DORA, the on-duty supervisor may assign additional officers and/or assign an officer to specifically patrol the DORA. The use of foot patrol and bicycle patrol will be considered as alternate methods of patrolling in the DORA.

For planned events in the DORA that may draw a larger than normal attendance, the Chief of Police may have additional officers and/or other agency personnel assigned specifically to the DORA.

Fire/EMS Responsibilities

The Fairfield Fire Department will be responsible for providing Fire, Rescue, and EMS within the DORA. Station Thirty-One is currently located on the periphery of the DORA boundary. Estimated response time would be between two and three minutes to any area within the DORA.

For planned events in the DORA that may draw larger than normal attendance, the Fire Chief may stage personnel and/or equipment in a location within or near the DORA to allow for an immediate response.

SOURCE: Fire Chief, Don Bennett
 Police Chief, Steve Maynard

EXHIBIT E*Sanitation Plan*

The Sanitation Plan will help maintain the appearance and public health of the DORA, and the number of personnel needed to execute the Sanitation plan is as follows:

There are currently fifteen trash receptacles located in the proposed outdoor refreshment area.

The trash receptacles will be serviced by the City on a regular schedule. Additional collections will be done on an as needed basis and will be serviced by the City's Parks and Recreation Department with the Public Works Department as necessary. The Director of Parks and Recreation, in coordination with the Director of Public Works, will monitor the receptacles and coordinate additional collections, if needed.

Trash receptacles may be moved and additional trash receptacles may be added within the DORA at the discretion of the Director of Parks and Recreation, in coordination with the Director of Public Works. Upon approval of the Director of Parks and Recreation, in coordination with the Director of Public Works, additional receptacles may be added by the city or any qualified permit holder, and the servicing of such receptacles shall remain the responsibility of the installing entity.

Each qualified permit holder located within the DORA shall be responsible for the collection of litter near or around the premises occupied by the permit holder.

The Director of Public Works shall evaluate the need and frequency of street sweeping and servicing trash receptacles, and, if needed or advisable, implement changes or modifications to the sanitation plan from the commencement of the DORA until the dissolution of the DORA.

The Director of Parks and Recreation, in coordination with the Director of Public Works, have determined that the Sanitation Plan described herein is sufficient to help maintain the appearance and public health within the DORA. This Sanitation Plan can be executed with the existing personnel of the City of Fairfield.

SOURCE: Parks and Recreation Director, Tiphonie Mays
 Public Works Director, Ben Mann, PE



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Steve Maynard,
 Submitting Department: Police

Subject:

CAD/RMS Replacement Project

Legislation Title:

Ordinance to authorize the City Manger to enter into a software license and service agreement with CentralSquare Technologies, LLC to purchase computer aided dispatching and records management software and declaring an emergency.

Recommendation:

It is recommended the Council authorize the City Manger to enter into a contract with Central Square Technologies LLC, located at 1000 Business Center Drive, Lake Mary, FL 32746 to purchase Computer Aided Dispatching and Records Management Software at their quoted price of \$311,468.09. The up front costs for the system include all necessary software, training, installation, hardware and support for the first year. Additional years of support will be funded through the Police Operating Budget.

Background/Synopsis: The Police Department's current CAD/RMS system has been in place for over 15 years and is in need of an upgrade. Our current system has been outpaced by their competitors and no longer offers a product that meets our current needs. We have done extensive research on systems that are currently available and believe that Central Square offers the best product for our current needs. A new CAD/RMS system is essential to the overall function of the Police Department and Dispatch Center.

Financial Impact: The initial cost of the project is \$311,468.09 and will be funded from the Capital Improvement Program, Project 1PD03.

Emergency Provision Explanation: There are major concerns about the longevity of our current system. A timely replacement is necessary to maintain our operations.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Fairfield Police Department Pro Subscription Agreement (Hybrid) v1.3 6.3.22
2. Fairfield Police Department IQ Agreement (Crimeview) v1.0 6.3.22

3. Fairfield Police Department CDP Agreement v1.0 6.3.22
4. Fairfield Police Department DEMS Agreement v1.0 6.3.22
5. CentralSquare-Ord

Software License and Service Agreement

Fairfield Police Department

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This Software License and Service Agreement (this “Agreement”) entered into as of this ____ day of _____ 20__ by and between the City of Fairfield, Ohio (“Customer”), having its principal place of business at 5230 Pleasant Avenue, Fairfield, OH 45014, and CentralSquare Technologies LLC (“CentralSquare”), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement
5. CentralSquare’s Proposal response to the City of Fairfield, OH, dated November 19, 2021 (incorporated by reference)
6. The City of Fairfield, OH Request for Proposal (RFP) for Public Safety Systems to include CAD, Mobile, RMS, and Business Intelligence/Data Management (dated October 7, 2021) (incorporated by reference)

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer’s payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the “Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

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2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare

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Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software

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as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively “Third-Party Components”) may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the

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applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement and the laws of the State of Ohio, including but not limited to Ohio Public Records laws, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for

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such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and

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Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

The Customer, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CentralSquare including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, CentralSquare's insurance coverage shall be primary insurance as respects Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, or volunteers shall be excess of CentralSquare's insurance and shall not contribute with it.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's

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or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the Contract price or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.

B. At the conclusion of the annual term, this Agreement shall automatically renew for four successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term"). Following the end of the fifth year, this Agreement may be renewed for successive annual periods upon written agreement by the parties and Customer's timely remittance of any annual subscription and/or maintenance fees.

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and

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nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

After the fourth Renewal Term, this Agreement and the Software use granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the end of the then current term. Such termination shall serve to terminate all other agreements between the parties at the expiration of the then current term unless the notice of termination specifically states otherwise.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware. CentralSquare shall preserve all data and provide same to Customer in accessible form or access to the CentralSquare software for such time as may be necessary to ensure conversion of the data for use in a CAD/RMS system selected by Customer. CentralSquare shall adhere to such additional data conversion requirements as deemed commercially reasonable at the time of termination.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

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8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Ohio, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Ohio, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be

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deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of

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1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All ancillary hardware, equipment, and other tangible non-Software items not

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required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.

- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as “Server Hardware” in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

City of Fairfield, Ohio

Signer's Name: Scott W. Timmer

Signer's Title: City Manager

Signature

Date

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

Signature

Date

CERTIFICATE:

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies 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:

Approved as to Content:

John H. Clemmons, Law Director

Chief Steven Maynard, Department Head

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Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
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CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
CAD – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL	• Vehicle locations on map	• Call for service integration
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| Mapping AVL – Agency Site License | <ul style="list-style-type: none"> Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Mapping AVL Playback | <ul style="list-style-type: none"> Displays on the map View by time, by unit, by CFS | <ul style="list-style-type: none"> Print or export playback data |
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| Jail (Short Term Holding Only) | <ul style="list-style-type: none"> Booking and Release Wizard Cell Occupancy Log Activities Basic Bank Issued Property Medicine | <ul style="list-style-type: none"> Inmate Property Victim Notification Visitor logging Jail Log Shift Log Full audit trail |
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| Jail – Agency Site Licenses | <ul style="list-style-type: none"> Allows facilities named herein to access and use Customer's CentralSquare Jail system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Mobile Core | <ul style="list-style-type: none"> Grants access to the CentralSquare Mobile application |
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| Mobile Pro Accident Reporting | <ul style="list-style-type: none"> Driver's license and vehicle registration scanning Automated NCIC driver's license and registration queries Prefill from NCIC return (for agency State only) Diagramming (via Easy Street Draw) | <ul style="list-style-type: none"> Paper accident report creation and printing Case report association Customer must provide all necessary licenses for the most current version of Easy Street Draw |
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Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Pro eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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Portal (Community Involvement)	• Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions	• Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Attorney Case View)	• Web access to Case Report data for attorneys	• Agency-defined permissions
Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
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CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing

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1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 CAD – Priority SMS Paging Interface (Export)

This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare.

Customer will perform all entry and configuration of phone numbers for SMS users.

1.1.2 CAD – Basic Paging Interface (SMTP/Email) (Export)

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.3 CAD – E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

- (a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.
- (b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.
- (c) ALI data meets NENA standards

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1.1.4 CAD – Evidence.com Integration

This is a two-way interface from CS CAD Pro to Taser's Evidence.com Axon body camera video evidence repository. Once per day, CAD exports a comma-separated CSV file to a network share hosted by Customer. The file contains Call for Service (CFS)#, associated Case#, Incident Code, Officer Badge#, Dispatched Time, Cleared Time and Location information from the last 96hrs of completed CFS records. The Evidence.com CAD-RMS Integration Application reads, encrypts and sends the CAD metadata to Evidence.com to be attached to corresponding video evidence files uploaded via the Axon Dock.

Every 15 minutes, CS Records Pro calls the Evidence.com REST API for video evidence files that have been associated with CAD metadata. Qualifying video evidence file URLs are imported and attached within corresponding case report's property and evidence section. Records users can click the imported URL to launch the default browser and open Evidence.com to the corresponding video evidence file.

Customer is responsible for setting up, hosting and managing the CAD-RMS Integration Application.

1.1.5 CAD – ImageTrend Interface (Export)

This is a one-way interface from CS CAD Pro to ImageTrend. Upon completion of a Call for Service (CFS) in CAD, an XML file containing CFS details, including applicable unit times, is sent from CAD to a SOAP-based web service managed by ImageTrend. ImageTrend is responsible for providing the credentials to CentralSquare which are necessary to access and submit files to the web service.

The Customer is responsible for contacting ImageTrend's Contracts or Sales department to inform them of the integration with CentralSquare. ImageTrend requires 8-10 weeks for configuration of the interface. Customer will also provide CentralSquare with the ImageTrend URL and credentials specific to its agency.

1.1.6 CAD – ProQA Platinum Certified Interface (Import and Export)

This is a two-way interface between CS CAD Pro and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.7 CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

1.1.8 CAD – Stryker HealthEMS Interface (Export)

This is a one-way interface from CS CAD Pro to the Stryker/Physio-Control HealthEMS system. HealthEMS will deploy a RESTful web service to ingest the data exported by CAD. CAD will export data for appropriate calls for service (CFS) upon completion of the CFS. Exported CAD data will include CFS #, Agency CAD ID, Service Date, Dispatched Time, and Vehicle ID.

1.1.9 CAD – Tablet Command Interface (Import and Export)

This is a two-way interface between Tablet Command Incident Management (TCIM) and CS Pro CAD. CAD

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exports Call for Service (CFS) information such as unit status changes, incident comments, address changes, unit time, and AVL data to TCIM. In near real-time, CAD receives unit status updates from TCIM, as well as Event Comments. These status updates and event comments are imported and displayed in CAD on the appropriate CFS's. TCIM unit times, statuses and event comment information are imported via a GET request from CAD to the Tablet Command API, and CAD CFS and AVL data are sent to TCIM via a POST to the Tablet Command API.

1.1.10 CAD – RapidSOS Integration

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.11 Records – NDEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.12 Records – OH Crime Reporting (OIBRS) Interface

This is a one-way interface from CentralSquare Records to OH NIBRS (OIBRS). Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.13 Records – OH DPS Crash Interface (Export)

This is one-way Interface from CS Records Pro to the Ohio Department of Public Safety (ODPS). Users create accident reports within CS Accident Reporting Pro. Users then review and validate the accident reports information and import the reports into Records. Upon import, Records validates the information on the accident report against state defined requirements. Records then allows users to export accident reports to the ODPS web service. If any errors are returned from exporting the accident report, Records displays the error(s) to the user for correction and re-submission of the report.

CentralSquare is responsible for exporting the accident report data to the web service and the ODPS is responsible for hosting the web service.

1.1.14 Records – OH DPS eCitations Interface (Export)

This is a one-way interface from CS Records Pro to the Ohio Department of Public Safety (ODPS). Once per day, eCitation records are exported from Records as a batch file. This file is placed on a network share where the ODPS retrieves the file and uploads it to the state system via a process entirely outside of CS Pro Suite.

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1.1.15 Pro Suite – LEADS/NCIC Interface (Basic Queries)

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration, Boat, Article, Gun, and Driver History. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.16 Pro Suite – LEADS/NCIC Interface (Criminal History)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.17 Pro Suite – LEADS/NCIC Interface (Warrants)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Warrant Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.18 Pro Suite – LEADS/NCIC Interface (Additional States Data Mining)

This interface will allow users to run NLETS Data Mining queries (data returns) for the following states directly from CS Pro Suite: IN, KY, MI. This data mining is provided in addition to the OH data mining which is included in the Statement of Work.

1.1.19 Pro Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

Non- Standard Interfaces

The following interfaces are sold as requiring CentralSquare Development. Immediately after contract signature, the customer shall contact the third-party vendor requesting vendor development information, such as documentation, APIs, sample files, etc. on the Non-Standard Interfaces. It is critical to gather this information within weeks after contract signing. Once the third-party vendor development information has been provided to CentralSquare, CentralSquare will work with the Customer and Vendor on scope requirements prior to development:

1.1.20 Jail – LiveScan/AFIS Interface (Export) – Dataworks

This is a one-way interface from CS Jail Pro to the DataWorks LiveScan system. When an inmate is booked into Jail, a NIST file containing the inmate booking data is written to a network share on the LiveScan system. The vendor will create the network share and pull the files from the network share and submit

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them to the AFIS network.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each. Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- a. MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
- b. MySQL .dump or .sql files with database version and credential information
- c. PostgreSQL .sql files with database version and credential information
- d. MS Access 2003 or newer .mdb files
- e. CSV files with column headers and relationship mapping documentation
- f. Oracle 10g or newer backup files

1.2.1 Cody System Records

Data will be converted into the CentralSquare CAD module from the Cody database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the files provided.

1.2.2 One-Time GIS Data Set Up

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

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CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

1.2.3 Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) CentralSquare Suite servers will be configured as follows:
 - (a) One (1) Production server with Lantronix remote access device
 - (b) One (1) Warm Standby server with Lantronix remote access device
 - (c) One (1) Testing/Training server
3. The servers will be installed at Fairfield Police Department and a standby location.
4. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)
 - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").
6. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1)

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for the Lantronix remote access device.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

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Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) CentralSquare Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

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3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the CentralSquare project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the CentralSquare project team documents in the CMD how the software currently meets those needs or how CentralSquare plans to develop additional functionality to fulfill them.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.2 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.3 CMD Approval

After the CMD is composed, the CentralSquare project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

3.2.4 Configuration and Interfaces

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration and interfaces.

3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

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3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Implementation Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.

3.2.5 Final System Review

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 Train-the-Trainer and/or End User Training

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 Go Live

CentralSquare provides onsite support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

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3.2.8 Software Acceptance

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.9 Hardware Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 Training

CentralSquare staff will provide for onsite training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.1.3 Refresher Training

CentralSquare will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using CentralSquare Suite.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3)

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monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be on site for Go Live.

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Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

SERVERS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Esri Analyst License Annual Subscription Fee	1	1,788.13	1,788.13
PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production Server Annual Subscription Fee	1	7,585.00	7,585.00
PS Pro Training/Testing Server Annual Subscription Fee	1	5,539.80	5,539.80
PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby Server Annual Subscription Fee	1	6,825.80	6,825.80
Software Total			23,526.73 USD

ADMINISTRATION

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,442.00	- 165.83	1,276.17
Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 135.47	1,042.53
Software Subtotal				2,620.00 USD
Discount				- 301.30 USD
Software Total				2,318.70 USD

CAD

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,000.00	- 0.00	2,000.00
CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00	- 0.00	3,000.00
CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	2,000.00	- 0.00	2,000.00
CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,000.00	- 0.00	2,000.00

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CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,208.76	- 254.01	1,954.75
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	6,626.24	- 762.02	5,864.22
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 508.14	3,910.49
CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Evidence.com Integration Annual Subscription Fee	1	3,000.00	- 0.00	3,000.00
CAD PS Pro ImageTrend Interface (Export) Annual Subscription Fee	1	2,208.75	- 254.01	1,954.74
CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	4,270.25	- 491.08	3,779.17
CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Stryker HealthEMS Interface (Export) Annual Subscription Fee	1	1,620.16	- 0.00	1,620.16
CAD PS Pro Tablet Command Interface (Import and Export) Annual Subscription Fee	1	13,255.31	- 1,524.36	11,730.95
CAD RapidSOS Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 0.00	1,200.00
CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 0.00	750.00

Software Subtotal	48,558.10 USD
Discount	- 3,793.62 USD
Software Total	44,764.48 USD

MAPPING

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,650.50	- 304.81	2,345.69

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Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	103.08	- 59.25	456.15
Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,472.50	- 169.34	1,303.16
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,134.92	- 360.52	2,774.40
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	235.12	- 0.00	1,175.60
Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 360.51	2,774.39
Software Subtotal				12,083.82 USD
Discount				- 1,254.43 USD
Software Total				10,829.39 USD

MOBILE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	65	120.00	- 0.00	7,800.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	4	120.00	- 0.00	480.00
Mobile PS Pro Accident Reporting Annual Subscription Fee	21	73.63	- 177.87	1,368.36
Mobile PS Pro AVL Annual Subscription Fee	21	58.90	- 142.17	1,094.73
Mobile PS Pro AVL Annual Subscription Fee	13	58.90	- 88.01	677.69
Mobile PS Pro CAD Annual Subscription Fee	21	132.53	- 320.04	2,463.09
Mobile PS Pro CAD Annual Subscription Fee	13	132.53	- 198.12	1,524.77
Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 169.34	1,303.16
Mobile PS Pro eCitations Annual Subscription Fee	21	103.08	- 248.85	1,915.83
Mobile PS Pro Mapping Annual Subscription Fee	21	214.03	- 0.00	4,494.63
Mobile PS Pro Mapping Annual Subscription Fee	13	214.03	- 0.00	2,782.39
Mobile PS Pro NCIC Annual Subscription Fee	21	0.00	- 0.00	0.00
Mobile PS Pro Records Annual Subscription Fee	21	279.78	- 675.57	5,199.81
Software Subtotal				33,124.43 USD
Discount				- 2,019.97 USD
Software Total				31,104.46 USD

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PERSONNEL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	741.65	- 85.29	656.36
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
Software Subtotal				741.65 USD
Discount				- 85.29 USD
Software Total				656.36 USD

RECORDS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Records PS Pro Accident Reporting Annual Subscription Fee	1	1,473.00	- 169.39	1,303.61
Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,473.00	- 169.39	1,303.61
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	4,093.55	- 470.76	3,622.79
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	12,280.65	- 1,412.27	10,868.38
Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 254.03	1,954.97
Records PS Pro eCitations Annual Subscription Fee	1	1,473.00	- 169.39	1,303.61
Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,473.00	- 169.39	1,303.61
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro OH Crime Reporting (OIBRS) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro OH DPS Crash Interface (Export) Annual Subscription Fee	1	2,651.18	- 304.89	2,346.29
Records PS Pro OH DPS eCitations Interface (Export) Annual Subscription Fee	1	2,651.18	- 304.89	2,346.29
Software Subtotal				29,777.56 USD
Discount				- 3,424.40 USD
Software Total				26,353.16 USD

Attachment: Fairfield Police Department Pro Subscription Agreement (Hybrid) v1.3 6.3.22 (3239 : CAD/RMS Replacement Project)

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SUITE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,487.40	- 171.05	1,316.35
Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,487.40	- 171.05	1,316.35
PS Pro LEADS/NCIC Interface (Additional States Data Mining) Annual Subscription Fee	1	1,163.77	- 0.00	1,163.77
PS Pro LEADS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 0.00	4,267.18
PS Pro LEADS/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 0.00	387.93
PS Pro LEADS/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 0.00	3,103.40
PS Pro Reporting Core Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Software Subtotal				11,897.08 USD
Discount				- 342.10 USD
Software Total				11,554.98 USD

JAIL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	1,953.92	- 224.70	1,729.22
Jail PS Pro Short Term Holding Only (Agency Site License) Annual Subscription Fee	1	127.59	- 14.67	112.92
Jail PS Pro Short Term Holding Only Annual Subscription Fee	1	3,240.33	- 372.64	2,867.69
Software Subtotal				5,321.84 USD
Discount				- 612.01 USD
Software Total				4,709.83 USD

SOFTWARE SUMMARY

Software Subtotal				167,651.21 USD
Software Discount				- 11,833.12 USD
Software Total				155,818.09 USD

Attachment: Fairfield Police Department Pro Subscription Agreement (Hybrid) v1.3 6.3.22 (3239 : CADIRMS Replacement Project)

Pro Suite Contract

WHAT SERVICES ARE INCLUDED? SERVICES

DESCRIPTION	TOTAL
Community Data Platform Configuration Services	1,950.00
Public Safety Consulting Services - Fixed Fee	43,290.00
Public Safety Data Conversion Services - Fixed Fee	29,250.00
Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
Public Safety Project Management Services - Fixed Fee	45,630.00
Public Safety Technical Services - Fixed Fee	24,960.00
Public Safety Training Services - Fixed Fee	27,105.00
Public Safety Travel & Living Expenses Estimate	10,000.00
Services Subtotal	189,985.00 USD
Discount	- 34,335.00 USD
Services Total	155,650.00 USD

SERVICES SUMMARY

Services Subtotal	189,985.00 USD
Services Discount	- 34,335.00 USD
Services Total	155,650.00 USD

QUOTE SUMMARY

Software Subtotal	167,651.21 USD
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Services Subtotal	189,985.00 USD
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Quote Subtotal	358,236.21 USD
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Discount	- 46,168.12 USD
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Quote Total	311,468.09 USD
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Attachment: Fairfield Police Department Pro Subscription Agreement (Hybrid) v1.3 6.3.22 (3239 : CADIRMS Replacement Project)

Pro Suite Contract

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	155,818.09

Attachment: Fairfield Police Department Pro Subscription Agreement (Hybrid) v1.3 6.3.22 (3239 : CAD/RMS Replacement Project)

Pro Suite Contract

Exhibit C: Payment Schedule

The total amount of this contract is **\$311,468.09**.

The amounts due under this contract are as follows:

Upon contract execution	50%
Completion of BPR	30%
Go Live	20%
Annual Subscription (due upon Go Live)	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

After the fifth anniversary of Go Live, the annual subscription fee shall increase by 5%, and will remain at this increased amount for Years 6 through 9; thereafter, the subscription fees shall increase at a rate of 5% annually.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

Pro Suite Contract

4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

Pro Suite Contract

In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5 Customer Responsibilities

4.5.1 Access to Premises

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2 CentralSquare Server Access

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3 Network Configuration Notification Requirements

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6 System Updates

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, CentralSquare Technologies, LLC (hereinafter referred to as "CentralSquare") and the client named on the signature page attached hereto ("Client") as of the date that the quote accompanying this Agreement is executed by an authorized representative of both CentralSquare and the Client. CentralSquare and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services ("Services"):

- (i) Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated on the quote or Sales Order attached hereto as Addendum 2;
- (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;
- (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
- (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");
- (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
- (vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;
- (vii) Providing the Client with initial training as stated in Addendum 2; and
- (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
- (ix) If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

- B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.
- C. This Agreement allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.

IV. Fees; Payment; Taxes.

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

CentralSquare Technologies, LLC
P.O. Box 203223
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of two (2) years ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").
- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one- time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Except as required by the laws of the State of Ohio, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

- H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.
- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE CONTRACT PRICE; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

XI. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Contracts

XII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

XIII. Integration.

This Agreement along with The City of Fairfield, OH Request for Proposals (RFP) for Public Safety Systems to include CAD, Mobile, RMS, and Business Intelligence/Data Management (dated October 7, 2021) (incorporated by reference) and CentralSquare's Proposal response to the City of Fairfield, OH, dated November 19, 2021 (incorporated by reference) contains the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF FAIRFIELD, OHIO**CENTRALSQUARE TECHNOLOGIES, LLC**

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Address Line 1 – Company/Agency Name

Address Line 2 – Street Address

Address Line 3 – City, State, Zip

Attachment: Fairfield Police Department IQ Agreement (Crimeview) v1.0 6.3.22 (3239 : CAD/RMS Replacement Project)

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

Product Updates:

From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for CentralSquare's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding CentralSquare holidays, to consult with CentralSquare technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit requests to CentralSquare identifying potential problems in the Software. Requests should be in writing and directed to CentralSquare by e-mail, FAX, or through CentralSquare's Support website. CentralSquare retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If CentralSquare decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. Subscription applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Subscription Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

CentralSquare Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet CentralSquare's recommended specifications, CentralSquare shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If CentralSquare provides support services for a problem caused by a Nonqualified Product, or if CentralSquare's service efforts are increased as a result of a Nonqualified Product, CentralSquare will charge time and materials for extra service at its current published rates for custom software services. If, in CentralSquare's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CentralSquare shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by CentralSquare for proper operation of the Software;
- 4) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;
- 5) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website;
- 7) Other than CentralSquare's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security

- 1) CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed Subscription application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: CentralSquare.com; or email: CH_ClientServicesTriage@CentralSquare.com. For CrimeView Dashboard, FireView Dashboard, CrimeMapping.com; NEARme, Field Ops: CrimeViewSupport@CentralSquare.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	Search. 24X7 Support for live operations on the production system. This is defined as the following: - The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. - The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations These Software Errors are defined in <i>Special Note #1</i>, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations). These Software Errors are defined in <i>Special Note #2</i>, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

Priority	Priority Definition	Response Times
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common system functions. Such errors will be consistent and reproducible. - The system is unable to transfer data from external system to the CentralSquare system - The system update causing system functions to be inoperative with no workaround A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 5 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, CentralSquare's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If CentralSquare determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by CentralSquare and addressed at the company's discretion according to CentralSquare's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 –Search Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The system is inoperable due to data loss or corruption caused by CentralSquare Software

There are no Priority 1 issues for CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, or NEARme.

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a "Business Associate" of Client, and Client is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate CentralSquare Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Client, in the event CentralSquare is deemed to be a Business Associate of Client for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the CentralSquare Service Agreement;
- Report to Client any use or disclosure of PHI not provided for by the CentralSquare Service Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Client in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Client the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Client's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Client's compliance with HIPAA and the Privacy Regulations;
- At the termination of the CentralSquare Service Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Client. In the event the return or destruction of such PHI is infeasible, CentralSquare's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the CentralSquare Service Agreement to the contrary, Client may terminate the Agreement if Client determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Client of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by CentralSquare

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Client if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Client to perform these services.

ADDENDUM 2 CENTRALSQUARE QUOTE/SALES ORDER AND PAYMENT TERMS

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	3,125.00
			Software Total	3,125.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety GIS/Analytics Services - Fixed Fee	13,650.00
2.	Public Safety Project Management Services - Fixed Fee	2,730.00
	Services Total	16,380.00 USD

QUOTE SUMMARY

Software Subtotal 3,125.00 USD

Services Subtotal 16,380.00 USD

Quote Subtotal 19,505.00 USD

Quote Total 19,505.00 USD

Attachment: Fairfield Police Department IQ Agreement (Crimeview) v1.0 6.3.22 (3239 : CAD/RMS Replacement Project)

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	3,125.00

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: City of Fairfield, OhioMembership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
- Be a CJIS compliant Law Enforcement Agency
 - Agree to contribute data to the Community Data Platform including:
 - CAD
 - RMS Incidents
 - RMS Arrests
 - RMS Warrants
 - RMS Master Names
 - Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
QuickView	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from

the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness,

accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, except as required by the laws of the State of Ohio Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To TriTech:
Fairfield Police Department		TriTech Software Systems
Attn:		Attn: Contracts
5230 Pleasant Avenue		1000 Business Center Drive
Fairfield, OH 45014		Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Agreement

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

CITY OF FAIRFIELD, OHIO**TRITECH SOFTWARE SYSTEMS**

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at: CH_ClientServicesTriage@tritech.com; and for CrimeMapping: omega-support@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com

SOFTWARE SUBSCRIPTION AGREEMENT

FOR

Fairfield Police Department

Attachment: Fairfield Police Department DEMS Agreement v1.0 6.3.22 (3239 : CAD/RMS Replacement Project)

This Software Subscription Agreement (the “Agreement”) effective as of the last date shown on the signature block below (the “Effective Date”), is entered into between CentralSquare Technologies, LLC, (“CentralSquare”) with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and City of Fairfield, Ohio (“Customer”), located at 5230 Pleasant Avenue, Fairfield, OH 45014. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, The Customer wishes to purchase and CentralSquare desires to license to Customer the software described in Exhibit A.

Now, therefore, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Customer and CentralSquare agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Pricing Detail
2. Exhibit B: Payment Schedule
3. Exhibit C: Software Technical Support
4. Exhibit D: Statement of Work

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

1.1 Entire Agreement

This Agreement, and any Exhibits specifically incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

2.0 Definitions

- (a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.
- (b) **Documentation:** All written, electronic, or recorded end user and system administrator

documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

- (c) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (d) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (e) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement. For the sake of clarity, Server Hardware shall mean Hardware listed as “Server Hardware” in *Exhibit A: Pricing Detail*.
- (f) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (g) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit A: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **Subscription Fee:** The total subscription fee of the items as specified in *Exhibit A: Pricing Detail*, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in *Exhibit A*, any applicable sales, use, value added, or other such governmental charges.
- (k) **System:** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
- (l) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

3.0 Subscription

3.1 Grant of Access

In consideration of Customer's payment of the subscription fees set forth in *Exhibit A: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a, non-transferable and non-exclusive access to use certain CentralSquare software (the "Software") identified in *Exhibit A: Pricing Detail* only for Customer's own business purposes in object code format so long as Annual Subscription Fees are paid and current.

3.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source code from the object code supplied hereunder or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

3.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

3.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third-party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent

jurisdiction in such Action, then CentralSquare will return to Customer the fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will, subject to Section 9.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by third-party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 3.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights and will survive the termination of this Agreement.

4.0 Term and Termination

4.1 Initial Term

The initial term of this Agreement shall be for one (1) year. The Initial Term includes Installation and related Services described in *Exhibit D: Statement of Work*.

4.2 Renewal

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless Customer notifies CentralSquare in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term"). This Agreement will renew pursuant to Section 5.3 at an Annual Subscription Fee increase of 5%.

4.3 Termination

Either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current term. Provided that notice of termination has not been provided, on or before the expiration of the then current term, and at each annual anniversary thereof, CentralSquare shall provide to Customer a Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Customer. The termination of this Agreement shall

serve to terminate all other agreements between the parties at the expiration of the then current term unless the notice of termination specifically states otherwise.

5.0 Delivery, Subscription and Support Fees, Payments, Taxes, and Third-Party Costs

5.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit D: Statement of Work*, in the quantities set forth in *Exhibit A: Pricing Detail*. Except as stated in *Exhibit C: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

5.2 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Pricing Detail* and *Exhibit D: Statement of Work*.

5.3 Subscription and Support Fee(s)

Annual Subscription Fees to be paid by Customer for the initial term of this Agreement are established based on the software subscription(s) purchased. The Annual Subscription Fee for the first renewal term shall be the amount specified in *Exhibit A: Pricing Detail* hereto, subject to the adjustments as described below.

Unless otherwise terminated as provided herein, CentralSquare shall notify Customer, prior to the end of the current term, of the Annual Subscription Fees for any renewal term. Unless otherwise agreed in writing, Annual Subscription Fees shall be due on or before the commencement of each term and are due for all Software applications and modules. Annual Subscription Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional subscriptions purchased by Customer during any Term will result in additional Annual Subscription Fees which shall be prorated to be coterminous with Customer's then current Term.

Subscription Fees do not include travel, food or lodging expenses incurred by CentralSquare for services provided at Customer's site or other locations remote from CentralSquare's principal place of business. Such expenses shall be paid by Customer on receipt of CentralSquare's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

5.4 Payments

If Customer ceases to keep in force the Agreement, any resumption shall be subject to payment by Customer of all past unpaid fees for previous years in addition to the fee for the current year. Payment of applicable fees for any additional services required to bring Customer's system

current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Customer. Customer acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's Customer base and fairly shared by all CentralSquare Software users.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual fees when due may result in a notice of termination in accordance with Section 4.3.

Remittance Address for Payments Only:
CentralSquare Technologies, LLC
12709 Collection Center Drive
Chicago, IL 60693

Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Customer requests to pay by wire transfer or ACH.

5.5 Taxes

Except for taxes for which Customer provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Customer's use thereof, then such taxes shall be invoiced to and paid by Customer on receipt of such invoice.

5.6 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit D: Statement of Work*.

Other components (hardware and/or software, collectively "third-party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any third-party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

6.0 Rights and Obligations

6.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

6.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the Software access granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

6.3 Confidentiality

Except as provided under the laws of the State of Ohio or as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

6.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback,

suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

6.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff’s job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer’s site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer’s site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer’s Support Addendum.

6.4 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third-party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior

to such disclosure.

7.0 Warranties

7.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement.

7.2 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

7.3 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement. **CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.0 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

The Customer, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CentralSquare including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, CentralSquare's insurance coverage shall be primary insurance as respects Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, or volunteers shall be excess of CentralSquare's insurance and shall not contribute with it.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

9.0 Indemnification and Limitation of Liability

CENTRALSQUARE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS, LAWSUITS OR LIABILITY, INCLUDING ATTORNEYS' FEES AND COSTS, ALLEGEDLY ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR ARISING FROM A WRONGFUL OR NEGLIGENT ACT, ERROR OR OMISSION OF CENTRALSQUARE, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR ANY SUBCONTRACTOR AS A RESULT OF CENTRALSQUARE'S OR ANY SUBCONTRACTOR'S PERFORMANCE PURSUANT TO THIS AGREEMENT; HOWEVER, CENTRALSQUARE SHALL NOT BE REQUIRED TO INDEMNIFY CUSTOMER FOR ANY CLAIMS OR ACTIONS CAUSED TO THE EXTENT OF THE NEGLIGENCE OR WRONGFUL ACT OF CUSTOMER, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, IF A CLAIM, LAWSUIT OR LIABILITY RESULTS FROM OR IS CONTRIBUTED TO BY THE ACTIONS OR OMISSIONS OF CUSTOMER, OR ITS EMPLOYEES, AGENTS OR CONTRACTORS, CENTRALSQUARE'S OBLIGATIONS UNDER THIS PROVISION SHALL BE REDUCED TO THE EXTENT OF SUCH ACTIONS OR OMISSIONS BASED UPON THE PRINCIPLE OF COMPARATIVE FAULT.

NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY OF CENTRALSQUARE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OF CLAIM, INCLUDING, WITHOUT LIMITATION, CENTRALSQUARE'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 Miscellaneous

10.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Ohio, without giving effect to the principles of conflict of law of such state or international treaties.

10.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue, State or Federal courts with respect to any action between the Parties relating to this Agreement.

10.4 Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

10.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

10.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

10.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

10.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

10.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

10.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third-party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

10.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

10.13 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color,

religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

10.14 Cooperative Procurement

The parties agree that CentralSquare may utilize this Agreement to provide products and/or services to any municipality, county, state, non-profit hospital, educational institute, special governmental agency, non-profit corporation performing governmental functions or any other entity allowed to utilize cooperative procurement under law. The parties agree that the Customer, its elected officials, agents and employees or the employees of any elected official shall in no way be responsible for or held liable for any agreement, service, product or expenses arising out of any agreement CentralSquare may enter into with other entities.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF FAIRFIELD, OHIO

CENTRALSQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

EXHIBIT A: Pricing Details

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CentralSquare DEMS Additional Storage Annual Subscription Fee	1	565.00	565.00
CentralSquare DEMS Annual Subscription Fee	1	10,650.00	10,650.00
Software Total			11,215.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Consulting Services - Fixed Fee	1,170.00
Public Safety Project Management Services - Fixed Fee	3,120.00
Public Safety Technical Services - Fixed Fee	1,560.00
Services Total	5,850.00 USD

QUOTE SUMMARY

Software Subtotal	11,215.00 USD
--------------------------	----------------------

Services Subtotal 5,850.00 USD

Quote Total 17,065.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	11,215.00

EXHIBIT B : Payment Terms

The payment terms due under this Agreement are as follows:

The following are due upon receipt of invoice.

100%	Annual Subscription Fees - <i>Due at Contract Execution*</i>	\$11,215.00
100%	Services – Due upon Completion	\$5,850.00
	Total Project Costs	\$17,065.00

*The Annual Subscription Fees will be due at Contract Execution. Thereafter, the Annual Subscription Fees shall increase by an amount not to exceed 5% from the prior year and be due on the Anniversary Date.

These amounts do not include any taxes. See Agreement Section 5.5 *Taxes* for more information.

Travel Expenses (if any) will be due as incurred. All other Professional Services will be Fixed Fee.

Exhibit C: SOFTWARE TECHNICAL SUPPORT

1.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. CentralSquare will invoice Customer prior to the end of each annual maintenance term.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

3.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

Exhibit D: Statement of Work

CentralSquare will provide Software and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

3.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

DEMS (powered by Genetec™ Clearance)

- Evidence Acquisition
- Camera Registry
- Evidence Distribution
- Redaction and Editing
- Clearance Mobile App

1.1 Training and Go Live

1.1.1 Training

End-user and administrator training will be provided remotely using remote screen sharing and training videos. Training will be provided to ensure that users are able to effectively use the digital evidence management system. Documentation and instructional materials will be provided to overview all aspects of the platform. Initial online training will be formatted as instructor-led sessions, combining presentation (PowerPoint presentation), live demonstration (training demo system), and hands-on exercises for all participants. The technical training environment can include a separate training system, a live production system, or combination of both (as preferred).

1.1.2 Implementation Scheduling

The system implementation will occur with two primary tasks:

1.1.2.1 DEMS Implementation

Your agency will be provided a new implementation for your users. The system is usable immediately with or without the CAD/RMS Integration. This task will be scheduled after the agreement has been approved.

1.1.2.2 CAD/RMS Integration

The CAD/RMS integration may occur independently of the DEMS implementation. This task will be scheduled after the agreement has been approved.

1.1.3 Acceptance Criteria

The CentralSquare DEMS product is a standard product with a standardized integration process. Acceptance occurs automatically following 15 days after the system has gone live. If the Customer has not identified P1 or P2 defects during this period, the system will be automatically accepted. Issues occurring after this time will be handled under the standard maintenance agreement.

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re- starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users but is not a production-limiting problem.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A SOFTWARE LICENSE AND SERVICE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC TO PURCHASE COMPUTER AIDED DISPATCHING AND RECORDS MANAGEMENT SOFTWARE AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a software license and service agreement with CentralSquare Technologies, LLC to purchase Computer Aided Dispatching and Records Management Software in accordance with the agreement on file in the office of the City Manager. This agreement is authorized as an emergency without formal bidding due to the immediate need to replace the current system.

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 there is a major concern about the longevity of our current system and a timely replacement is necessary to maintain emergency operations; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

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

Attachment: CentralSquare-Ord (3239 : CAD/RMS Replacement Project)



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Purchase of Horton Ambulance to Replace #8-M33B (Fire)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Horton Emergency Vehicles Co. for the purchase of a Horton Ambulance to be used by the Fire Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$375,000 from the American Rescue Plan Act Funding for this purchase.

Background/Synopsis:

This request is for the purchase of an Horton Ambulance to be used by the Fire Department. This unit will replace unit #8-M33B, a 2013 Horton Ambulance (VIN #7828) due to age and condition. The old unit will be auctioned. This unit is being purchased through the Horton Emergency Vehicles Co., 3800 McDowell Rd., Grove City, Ohio, 43123 listed under State of Ohio contract Index STS233 authorizing the use by Municipal Corporations.

Financial Impact:

\$375,000 (\$339,833.28 for the Ambulance + \$35,166.72 for contingencies) from the American Rescue Plan Act (ARPA) Funding. This unit is listed in the 2022 CIP as # 2FT85 Replacement of Ambulance (Fire) \$375,000

Emergency Provision Explanation:

Emergency provisions and rules suspension are being requested to facilitate the purchase.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2022 HORTON STS Term 233 Pricing 4.1
2. Fairfield Fire Department 2022-06-02)

3. Horton Emergency Vehciles Co-Ord

State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles

DATE: June 2, 2022

Customer: FAIRFIELD FIRE DEPARTMENT

Address: 375 NILLES ROAD

City: FAIRFIELD

State: OHIO

Zip: 45014

Contact: CHIEF DON BENNETT

<u>CONSOLIDATED PRICING SUMMARY</u>	
<u>SCHEDULE "A" PRICING</u>	
Base Model Selected:	\$258,911.00
Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group:	\$62,210.28
Total REMOUNT Options Selected from Listed Horton Remount Option Group:	\$0.00
Chassis rebate/discount or customer provided chassis, if applicable (Option #P100):	\$0.00
Discount for in-stock prior model year chassis (Option #P102):	\$0.00
Chassis cost difference 2022 to 2023 model year (Option #P103):	\$0.00
Trade-In Allowance (Option #P200):	\$0.00
Total for above <u>Listed Base Model</u> and <u>Listed OHIO STS options</u> - Schedule 'A' Purchase order #1 :	\$321,121.28
<u>SCHEDULE "B" PRICING</u>	
Total for <u>Unlisted options</u> per attached pricing breakdown - Schedule 'B' Purchase order #2 :	\$18,712.00
<u>GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules):</u>	<u>\$339,833.28</u>

CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

Customer Representative (signature) _____	Horton Sales Representative (signature) _____
Printed Customer Name _____	Printed Sales Representatives Name _____
Date: _____	Date: _____

Delivery: Approximately 225-300 Days after receipt of order at Horton Emergency Vehicles Company

NOTE: PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDER(S) TO THIS FORM TO VALIDATE ORDER

Contract Type: Ambulances & Related Accessories
 Index #: STS233
 Schedule Number: 800330
 Expiration Date: 12/31/2023
 Manufacturer: Horton Emergency Vehicles Company

AVAILABLE HORTON MODELS (Custom Base Models Page 2 and Remount Base Models Page 4&5)

CUSTOM AMBULANCE GROUP BASE MODELS

<u>Quantity</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
0	2023	453 Type I	Ambulance, <u>Ford</u> 169" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>149"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u> , with air ride	\$223,998.00	\$0.00
0	2023	453 Type 3	Ambulance, <u>Chev/GMC</u> 139" wheel base G-3500 Cutaway, <u>149"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (Model includes heated Velvac mirrors)	\$184,315.00	\$0.00
0	2023	453 Type 3	Ambulance, <u>Ford</u> 138" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), <u>145"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$187,597.00	\$0.00
0	2023	457 Type I	Ambulance, <u>Ford</u> 169" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>PASS THROUGH</u>	\$228,180.00	\$0.00
0	2023	603 Type I	Ambulance, <u>Ford</u> 193" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>PASS THROUGH</u>	\$226,580.00	\$0.00
0	2023	623 Type I	Ambulance, <u>Ford</u> 193" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>PASS THROUGH</u>	\$228,218.00	\$0.00
0	2023	523 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$188,668.00	\$0.00
0	2023	533 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>163"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$190,420.00	\$0.00
0	2023	553 Type 3	Ambulance, <u>Ford</u> 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>168"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$191,839.00	\$0.00
0	2023	553 Type 3	Ambulance, <u>Chev/GMC</u> 159" wheel base G-4500 Cutaway, <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (Model includes heated Velvac mirrors)	\$187,662.00	\$0.00
1	2024	623 Type I	Ambulance, <u>International</u> 175" wheel base MV (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>PASS THROUGH</u> (with 260hp Cummins engine)	\$258,911.00	\$258,911.00
0	2024	623 Type I	Ambulance, <u>Freightliner</u> 175" wheel base M2 (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>PASS THROUGH</u> (with 2010 emissions)	\$254,689.00	\$0.00
0	2023	453 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>149"</u> modular body, Horton Custom Series (5 Exterior Compartments) <u>PASS THROUGH</u>	\$226,343.00	\$0.00
0	2023	457 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>157"</u> modular body, Horton Custom Series (5 Exterior Compartments) <u>PASS THROUGH</u>	\$229,270.00	\$0.00
0	2023	603 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 192" wheel base cab/chassis, <u>167"</u> modular body, Horton Custom Series (5 Exterior Compartments) <u>PASS THROUGH</u>	\$229,984.00	\$0.00
0	2023	623 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 192" wheel base cab/chassis, <u>173"</u> modular body, Horton Custom Series (5 Exterior Compartments) <u>PASS THROUGH</u>	\$231,458.00	\$0.00
BASE MODEL PRICE OF <u>CUSTOM AMBULANCE</u> AS SELECTED ABOVE:					<u>\$258,911.00</u>

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

REMOUNTED AMBULANCE GROUP BASE MODELS

<u>Quantity</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
0	2023	Remount 1	Ambulance, <u>Ford E-450</u> Super Duty (<u>Gasoline Engine</u>), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$92,376.00	\$0.00
0	2023	Remount 2	Ambulance, <u>Chevy/GMC G-4500 cutaway</u> (<u>Duramax Diesel Engine</u>), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB NEW VELVAC HEATED MIRRORS INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$100,627.00	\$0.00
0	2023	Remount 3	Ambulance, <u>Ford F-450</u> Super Duty (<u>Diesel Engine</u>), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW LIQUID SPRING RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$117,902.00	\$0.00

REMOUNTED AMBULANCE GROUP BASE MODELS (Cont.)

0	2023	Remount 4	Ambulance, <u>Dodge 4500 cab/chassis (Diesel Engine)</u> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$121,147.00	\$0.00
<u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW LIQUID SPRING RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					
0	2023	Remount 5	Ambulance, <u>Navistar 4300LP (260hpCummins Diesel Engine)</u> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$143,238.11	\$0.00
<u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (700 SERIES) NEW LED INTERSECTION LIGHTS (400 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location) INCLUDES SINGLE PAINT STRIPE ON CAB EXHAUST ROUTING PER EXISTING UNIT INCLUDES NEW CONSOLE AND CONSOLE EXTENSION *Above price does not include relocation of batteries from chassis to module body (if required)					
0	2023	Remount 6	Ambulance, <u>International Terrastar (Diesel Engine)</u> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$126,919.65	\$0.00
<u>AVAILABILITY OF PRODUCT DEPENDANT UPON NAVISTAR CONTINUING CHASSIS PRODUCTION</u> (SEE SALES REPRESENTATIVE FOR PRODUCT DETAILS) <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location) INCLUDES SINGLE PAINT STRIPE ON CAB EXHAUST ROUTING PER EXISTING UNIT INCLUDES NEW CONSOLE AND CONSOLE EXTENSION *Above price does not include relocation of batteries from chassis to module body (if required)					
BASE MODEL PRICE OF <u>REMOUNTED AMBULANCE</u> AS SELECTED ABOVE:					<u>\$0.00</u>

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))



**AMBULANCE OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN
AS A SELECTED QUANTITY, WITH TOTAL PRICE NOTED IN EXTENDED COLUMN**

Quantity	Option code	Description	Price	Extended
<u>1</u>	A01	BODY DROP, CURBSIDE WITH TWO STEP ENTRY (standard in various models) or <i>STREET SIDE</i> The curbside skirt, forward of the rear wheel well shall be dropped 3 inches. Two integral aluminum diamond plate steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	\$806.28	\$806.28
<u>1</u>	A02	COLUMBUS STYLE BUMPER (Not available on Ford E Series or Terrastar chassis) The rear bumper shall be rated to take a 5 MPH hit with no damage to the body.	\$2,016.77	\$2,016.77
<u>1</u>	A03	SCBA MOUNTING PLATE IN ANY EXTERIOR COMPARTMENT Install a .250" thick aluminum plate finished on a dual action sander and installed on adjustable shelf track for the purpose of mounting customer-supplied SCBA brackets	\$215.36	\$215.36
<u>3</u>	A04	ADD SHELF, EXTERIOR COMPARTMENT Install shelf in exterior compartment. Includes shelf matting and a light under the shelf.	\$188.84	\$566.52
<u>1</u>	A05	FIXED DIVIDER, EXTERIOR COMPARTMENT Install fixed divider in designated compartment	\$258.86	\$258.86
<u>1</u>	A06	FIXED DIVIDER FOR ELECTRICAL, EXTERIOR COMPARTMENT Install fixed divider in designated compartment for storage Horton electrical components	\$119.88	\$119.88
<u>1</u>	A07	EXPANDED METAL CAGE FOR PROTECTION OF ELECTRICAL EQUIPMENT Install fixed divider in designated compartment for storage Horton electrical components	\$63.65	\$63.65
<u>0</u>	A08	DIAMOND PLATE CLOSE-OUT FOR INTERIOR CABINET SEPARATION Install fixed divider in designated compartment for storage Horton electrical components	\$105.03	\$0.00
<u>0</u>	A09	ADJUSTABLE DIVIDER, EXTERIOR COMPARTMENT Install adjustable divider with Velcro strap.	\$350.10	\$0.00
<u>0</u>	A10	RECESSED STAIR CHAIR POCKET The interior door pan of a designated exterior door shall include a recessed diamond plate pan for a stair chair.	\$170.80	\$0.00
<u>1</u>	A11	SWEEP OUT COMPARTMENT FLOOR The designated exterior compartment to include a sweep out floor.	\$175.05	\$175.05
<u>3</u>	A12	INSTALL RUBBER LINE BACKBOARD RETENTION SLOTS (EACH)	\$117.76	\$353.28
<u>0</u>	A13	RETAINING STRAP A ROK or Velcro retaining strap(s) shall be installed in designated areas	\$31.83	\$0.00
<u>0</u>	A14	WHEEL WELL COMPARTMENT, STREET SIDE OR CURBSIDE Clear Door Opening: 35" wide x 8" high Actual Compartment: 36" wide x 6" high x 21" deep A compartment shall be installed above the street side curbside wheel well. The compartment shall be accessed through a hinge down door. A slide-out tray shall be installed in the compartment and shall be capable of carrying a minimum of 250 lbs. The tray shall lock in both the in and out position.	\$976.03	\$0.00
<u>3</u>	A15	COMPARTMENT SIZE MODIFICATION The standard compartment height or width to be modified.	\$718.23	\$2,154.69
<u>0</u>	A16	COMPARTMENT ADDITION An exterior compartment shall be added to the standard compartment design on the model selected	\$1,337.79	\$0.00
<u>0</u>	A17	RELOCATE HORTON ELECTRICAL COMPONENTS The location of the exterior position electrical components shall be moved to a separate compartment located above the Oxygen cylinder compartment (<i>cost includes compartment size modification</i>)	\$811.59	\$0.00
<u>1</u>	A18	COMPARTMENT MATTING: MATAFLEX All exterior compartments shall be equipped with color coordinated MATAFLEX flooring. Color to be determined by customer.	\$867.82	\$867.82
<u>0</u>	A19	COMPARTMENT MATTING: DELETE RUBBER	(\$73.21)	\$0.00
<u>1</u>	A20	INCREASE or DECREASE INTERIOR HEADROOM The standard of headroom of 72" to be increased or decreased in 2" increments (price per inch)	\$757.48	\$757.48

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Quantity	Option code	Description	Price	Extended
<u>BODY OPTIONS (A) (Cont.)</u>				
<u>1</u>	A21	<u>DELETE STANDARD BUMPER</u>	(\$1,001.49)	-\$972.32
<u>0</u>	A22	<u>RECESSED, POCKETED REAR STEP (Not available on Ford E Series)</u> The rear step shall flip up and into a pocket in the vertical diamond plate riser so it is flush.	\$1,558.46	\$0.00
<u>0</u>	A23	<u>CAST PRODUCTS RECESSED LICENSE PLATE HOLDER</u>	\$175.05	\$0.00
<u>0</u>	A24	<u>GRIP STRUT IN SIDE ENTRY DOOR STEP WELL</u>	\$175.05	\$0.00
<u>0</u>	A25	<u>CHANGE EXTERIOR COMPARTMENT MATERIAL FROM DIAMOND PLATE TO DA FINISH FLAT ALUMINUM</u>	\$0.00	\$0.00
<u>5</u>	A26	<u>INSTALL STAINLESS STEEL SILL PLATES ON BOTTOM OF COMPARTMENT THRESHOLD (Price is per compartment)</u>	\$71.08	\$355.40
<u>1</u>	A27	<u>ADDITION OF "CRAWL THROUGH"/"WALK-THROUGH MODIFICATION</u> The modification of the back of the chassis cab to access the patient area shall be deleted <i>on select custom models</i> . Except for Type 3 units. A "Pass Through" opening is provided as standard.	\$2,511.15	\$2,511.15
<u>0</u>	A28	<u>DELETE PASS THROUGH OPENING ON MODELS WHERE IT IS STANDARD</u>	(\$663.29)	\$0.00
<u>0</u>	A29	<u>WALK THROUGH/CRAWL THROUGH PARTITION DOOR</u>	\$682.95	\$0.00
<u>0</u>	A30	<u>DELETION OF HOPS AIR BAG SYSTEM</u>	(\$682.16)	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Quantity	Option code	Description	Price	Extended
<u>PAINT AND STRIPE OPTIONS (B)</u>				
<u>1</u>	B01	<u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE) (ALL MEDIUM DUTY STYLE CHASSIS)</u> The chassis cab shall be painted with the following special paint color and paint code: To be determined by customer	\$3,541.28	\$3,541.28
<u>0</u>	B02	<u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE) (ALL OTHER NON MEDIUM DUTY TYPE)</u>	\$2,688.32	\$0.00
<u>1</u>	B03	<u>PAINT MODULAR BODY (OTHER THAN STANDARD WHITE AND ON NEW UNIT ONLY, NOT REMOUNTS)</u> The modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$11,623.22	\$11,623.22
<u>1</u>	B04	<u>DELETE STANDARD WHITE PAINT</u>	(\$11,410.26)	-\$11,410.26
<u>0</u>	B05	<u>STRIPE BOTTOM HALF</u> The bottom half of the modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$1,657.13	\$0.00
<u>0</u>	B06	<u>PAINT ROOF OF BODY DIFFERENT COLOR FROM OVERALL COLOR</u>	\$1,001.49	\$0.00
<u>1</u>	B07	<u>DELETE STANDARD STRIPE, 8 INCH BELTLINE - SCOTCHLITE</u>	(\$1,045.74)	-\$1,045.74
<u>0</u>	B08	<u>STRIPE, 8 INCH BELTLINE - PAINT</u>	\$1,477.83	\$0.00
<u>0</u>	B09	<u>STRIPE, HORTON FLYING 'H' STYLE</u>	\$1,657.13	\$0.00
<u>0</u>	B10	<u>STRIPE, HORTON 523 STYLE</u>	\$1,901.13	\$0.00
<u>0</u>	B11	<u>ADDITIONAL SCOTCHLITE STRIPE, PER 1 INCH HEIGHT</u> An additional Scotchlite stripe shall be applied to the vehicle. Price is for each 1 inch high segment.	\$223.85	\$0.00
<u>0</u>	B12	<u>PAINT COVERS FOR HORTON 360 CAMERA SYSTEM (White is standard)</u>	\$223.85	\$0.00
<u>1</u>	B13	<u>PAINT COVERS FOR HORTON NFPA VENT SYSTEM (Bare aluminum is standard)</u>	\$391.47	\$391.47
<u>0</u>	B14	<u>2-COLOR DIAMOND GRADE CHEVRON (BELOW STRIPE)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned below the body stripe.	\$1,004.67	\$0.00
<u>0</u>	B15	<u>2-COLOR DIAMOND GRADE CHEVRON (OUTBOARD OF DOORS)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned outboard of the rear doors.	\$1,394.02	\$0.00
<u>0</u>	B16	<u>2-COLOR DIAMOND GRADE CHEVRON (ENTIRE REAR OF BODY)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned on the entire rear of the vehicle.	\$2,361.56	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Quantity	Option code	Description	Price	Extended
<u>INTERIOR ACRYLIC/POLYCARBONATE, DOOR AND COUNTERTOP OPTIONS (C)</u>				
4	C01	<u>SOLID SURFACE DOORS, INTERIOR CABINET (Price is each door)</u> The hinged cabinet door shall be constructed of SOLID SURFACE. All corners and edges to be radiused.	\$223.85	\$869.32
3	C02	<u>SOLID SURFACE COUNTERTOP (Price is each counter top)</u> Install SOLID SURFACE countertop in lieu of standard stainless steel. The joint of the vertical surface and horizontal lip shall have a radiused, coved appearance and there shall be no visible seams.	\$558.03	\$1,116.06
0	C03	<u>DELETE STANDARD SOLID SURFACE COUNTER TOP (Price is each counter top)</u>	(\$158.45)	\$0.00
0	C04	<u>FRAMED DOORS WITH ACRYLIC/POLYCARBONATE INSERTS, INTERIOR CABINET (Price is each door)</u> The hinged cabinet door shall be constructed of framed Acrylic/Polycarbonate.	\$806.28	\$0.00
0	C05	<u>MIRRORIZED STAINLESS STEEL INHALATION WALLS</u>	\$670.49	\$0.00
0	C06	<u>DELETE STANDARD FORMICA-COVERED INHALATION WALLS</u>	(\$316.89)	\$0.00
0	C07	<u>MIRRORIZED STAINLESS STEEL INHALATION PANEL</u>	\$646.09	\$0.00
0	C08	<u>DELETE STANDARD FORMICA-COVERED INHALATION PANEL</u>	(\$316.89)	\$0.00
0	C09	<u>STAINLESS STEEL INHALATION WALLS (NON POLISHED OR MIRRORIZED)</u>	\$393.59	\$0.00
0	C10	<u>STAINLESS STEEL INHALATION PANEL (NON POLISHED OR MIRRORIZED)</u>	\$461.49	\$0.00
<u>INTERIOR COLOR AND MATERIALS OPTIONS (D)</u>				
0	D01	<u>CUSTOM FLOOR</u> A flooring material other than standard shall be installed in the patient module.	\$140.04	\$0.00
0	D02	<u>STAINLESS STEEL RISER, MAIN CABINET WALL</u> Install stainless steel on cabinet wall riser.	\$211.12	\$0.00
0	D03	<u>DELETE STANDARD FORMICA RISE, MAIN CABINET WALL</u>	(\$217.45)	\$0.00
0	D04	<u>STAINLESS STEEL RISER, BENCH WALL</u> Install stainless steel on bench riser wall.	\$211.12	\$0.00
0	D05	<u>DELETE STANDARD FORMICA RISER, BENCH WALL</u>	(\$217.45)	\$0.00
0	D06	<u>INTERIOR UPGRADE: CARBON FIBER, Full Panels</u> All interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors).	\$1,952.06	\$0.00
0	D07	<u>INTERIOR UPGRADE: CARBON FIBER, Partial Panels</u> All upper interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors). The lower door panels are to be covered with stainless steel.	\$1,394.02	\$0.00
0	D08	<u>INTERIOR UPGRADE: CG TECH</u> All upper interior door panels, inhalation panel and patient area walls are to be finished with CG Tech material (selection of colors). The lower door panels and cabinet risers are to be covered with stainless steel.	\$990.88	\$0.00
0	D09	<u>DELETE STANDARD FORMICA INTERIOR</u>	(\$1,204.19)	\$0.00
0	D10	<u>UNIT TO BE CHANGE 10 COMPLIANT</u>	\$477.41	\$0.00
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E)</u>				
0	E01	<u>I.V. HOOKS, CAST RUBBER, ADDITIONAL BEYOND STANDARD TWO</u> Install additional Cast Products recessed I.V. hooks in ceiling. Hooks are installed into aluminum mounting plates and are to be fabricated from flexible rubber.	\$105.03	\$0.00
0	E02	<u>I.V. HOOKS, PERKO CLIPS (EACH)</u>	\$21.22	\$0.00
1	E03	<u>COT WHEEL FLOOR PLATES, FULL WIDTH</u> Install full width stainless steel cot wheel plates.	\$149.59	\$149.59
1	E04	<u>DELETE STANDARD FERNO 'Stat Trac' COT MOUNT</u>	(\$2,113.31)	-\$2,113.31
0	E05	<u>PROVIDE AND INSTALL STRYKER POWER LOAD SYSTEM</u>	\$26,202.21	\$0.00
0	E06	<u>PROVIDE AND INSTALL STRYKER PERFORMANCE LOAD SYSTEM W/O CHARGER</u>	\$5,394.79	\$0.00
0	E07	<u>PROVIDE AND INSTALL STRYKER PERFORMANCE LOAD SYSTEM WITH CHARGER</u>	\$8,099.29	\$0.00
0	E08	<u>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</u> The installation, including wiring shall be provided for a customer provided Stryker #6390 Power-Load cot mount system.	\$645.03	\$0.00
0	E09	<u>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD 'MASS CASUALTY' FLOOR PLATE ON SELECTED MODEL</u>	\$244.75	\$0.00
1	E10	<u>INSTALL, UNDER-FLOOR PLATES ONLY FOR STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</u> Under-floor plates are to be installed for later addition of a Stryker #6390 Power-Load cot mount system.	\$302.92	\$302.92
0	E11	<u>INSTALL, CUSTOMER PROVIDED FW #601 ICS CHARGING SYSTEM FOR COT MOUNT</u> The installation, including wiring shall be provided for a customer provided FW #601 ICS charging system.	\$474.22	\$0.00
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)</u>				

Quantity	Option code	Description	Price	Extended
0	E12	<u>INSTALL, CUSTOMER PROVIDED FW STAT TRAC FOR FW IN/X COT</u> (Does not include installation of required FW 601 ICS charging system from E10)	\$645.03	\$0.00
0	E13	<u>COT SAFETY HOOK</u>	\$72.14	\$0.00
0	E14	<u>SUPPLY FW 28Z COT</u>	\$6,881.00	\$0.00
0	E15	<u>SUPPLY STRYKER 6506 POWER PRO XT COT, POWER LOAD COMPATIBLE</u>	\$17,909.05	\$0.00
0	E16	<u>SUPPLY FW 822137 FLIP OUT HANDLES</u>	\$419.06	\$0.00
0	E17	<u>SUPPLY FW 0822178 SOFTNET, Q2 HOLDER, POUCH</u>	\$255.68	\$0.00
0	E18	<u>DELETE STANDARD CLEAR REAR ACCESS DOOR WINDOWS</u>	(\$272.09)	\$0.00
1	E19	<u>DELETE STANDARD CLEAR SIDE ACCESS DOOR WINDOW</u>	(\$159.54)	-\$159.54
0	E20	<u>DELETE STANDARD CLEAR CURBSIDE BODY WINDOW</u>	(\$201.06)	\$0.00
0	E21	<u>ADD PRIVACY TINTED REAR ACCESS DOOR WINDOWS</u>	\$284.11	\$0.00
1	E22	<u>ADD PRIVACY TINTED SIDE ACCESS DOOR WINDOW</u>	\$170.47	\$170.47
0	E23	<u>ADD PRIVACY TINTED CURBSIDE BODY WINDOW</u>	\$207.62	\$0.00
1	E24	<u>ELECTRONIC PRIVACY WINDOWS IN PATIENT MODULE DOORS</u> The patient area door windows shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$2,344.59	\$2,344.59
0	E25	<u>ELECTRONIC PRIVACY WINDOW IN SIDE BODY WINDOW</u> The side body door window shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$1,381.29	\$0.00
0	E26	<u>GRAB RAIL PADDING FOR STANDARD GRAB RAILS</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$110.33	\$0.00
0	E27	<u>8 FOOT GRAB RAIL CENTERED IN CEILING</u>	\$182.47	\$0.00
0	E28	<u>DELETE STANDARD (2) 2' OR (1) 6' ANTIMICROBIAL CEILING GRAB RAIL</u>	(\$149.70)	\$0.00
1	E29	<u>ADD 6' ANTIMICROBIAL CEILING GRAB RAIL</u>	\$149.70	\$149.70
0	E30	<u>ADD 6' ANTIMICROBIAL/SLIP-RESISTANT CEILING GRAB RAIL</u>	\$208.71	\$0.00
0	E31	<u>ADD 8' ANTIMICROBIAL/SLIP-RESISTANT CEILING GRAB RAIL</u>	\$310.33	\$0.00
0	E32	<u>GRAB RAIL PADDING, 6 FOOT BENCH RAIL</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$110.33	\$0.00
1	E33	<u>2' GRAB RAIL, WITH ANTIMICROBIAL COATING</u> Install a 2' rail, with antimicrobial coating at a location to be determined	\$81.69	\$81.69
0	E34	<u>2' GRAB RAIL, ANTI SLIP, WITH ANTIMICROBIAL COATING</u> Install a 2' anti-slip rail, with antimicrobial coating at a location to be determined	\$138.98	\$0.00
0	E35	<u>UPGRADE ANGLED DOOR HANDLES TO ANTI-SLIP, WITH ANTIMICROBIAL COATING</u> All access door handles are to be anti-slip knurl type, with antimicrobial coating	\$198.39	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)</u>				
<u>0</u>	E36	<u>UPGRADE REQUIRED GRAB HANDLES TO HIGH VISION YELLOW POWDER COAT, WITH ANTIMICROBIAL COATING (Each)</u> Grab handles as required are to be upgraded to yellow powder coat, with anti-microbial coating (price is each)	\$29.71	\$0.00
<u>0</u>	E37	<u>BENCH RESTRAINT, MANSAYER BAR</u> Install safety man drop down arm at head of squad bench. Reinforce wall with welded aluminum mounting plate.	\$558.03	\$0.00
<u>0</u>	E38	<u>DELETE STANDARD BOLSTER</u>	(\$191.23)	\$0.00
<u>0</u>	E39	<u>STAINLESS STEEL LOWER DOOR TRIM</u> Finish lower section of inside patient compartment doors with stainless steel.	\$312.97	\$0.00
<u>0</u>	E40	<u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITHOUT SHARPS OR WASTE)</u>	\$598.35	\$0.00
<u>0</u>	E41	<u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITH SHARPS AND WASTE)</u>	\$720.35	\$0.00
<u>0</u>	E42	<u>INSTALL COAT HOOKS (Each)</u>	\$31.83	\$0.00
<u>0</u>	E43	<u>INSTALL HANDLE LOCK MOUNTS (Each)</u>	\$90.88	\$0.00
<u>0</u>	E44	<u>DELETE STANDARD 5# ABC EXTINGUISHER (Each)</u>	(\$80.86)	\$0.00
<u>0</u>	E45	<u>INSTALL AMEREX 240 EXTINGUISHER</u>	\$181.74	\$0.00
<u>0</u>	E46	<u>INSTALL AMEREX 1411 EXTINGUISHER</u>	\$115.11	\$0.00

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Quantity	Option code	Description	Price	Extended
<u>EXTERIOR ACCESSORY AND TRIM OPTIONS (F)</u>				
<u>0</u>	F01	<u>REAR TOW HOOKS</u> Install 2 tow hooks rear of vehicle. Attach to bumper frame.	\$155.95	\$0.00
<u>0</u>	F02	<u>RECESSED TOW EYES</u> Tow eyes shall be recessed into the rear step kick plate, with Cast Products Bezels utilized	\$594.10	\$0.00
<u>0</u>	F03	<u>HEATED, POWER REMOTE MIRRORS, TYPE III AMBULANCE ONLY</u> Install heated, power remote Velvac 2020 mirrors in place of the OEM mirrors. Weld over and paint over any unused holes left from the OEM mirrors. This feature is standard on GM type 3 chassis	\$802.04	\$0.00
<u>0</u>	F04	<u>ON-SPOT SNOW CHAINS</u> Install automatic ON-SPOT air operated snow chains. Includes installation of system air compressor if chassis does not already have one.	\$2,954.61	\$0.00
<u>0</u>	F05	<u>ON-SPOT AIR COMPRESSOR</u>	\$551.83	\$0.00
<u>1</u>	F06	<u>KUSSMAUL MAINTENANCE AIR COMPRESSOR, MEDIUM DUTY TRUCK</u> Install a Kussmaul maintenance air compressor and wire into the shoreline circuit for automatic operation.	\$935.99	\$935.99
<u>0</u>	F07	<u>INSTALL QUICK CONNECT AIR FITTING FOR CHASSIS AIR SYSTEM</u>	\$135.80	\$0.00
<u>0</u>	F08	<u>RUBBER REAR FENDERS</u> Install rubber rear fenderettes in lieu of stainless steel	\$165.50	\$0.00
<u>0</u>	F09	<u>DELETE STANDARD STAINLESS FENDERS</u>	(\$211.99)	\$0.00
<u>0</u>	F10	<u>FRONT TOP BODY MOUNT AC CONDENSER (MEDIUM DUTY CHASSIS)</u> Relocate AC condenser to front of body from underside and paint to match body.	\$1,371.74	\$0.00
<u>0</u>	F11	<u>DELETE STANDARD UNDERBODY CONDENSER</u> Only applicable to chassis where it is included as standard	(\$1,221.67)	\$0.00
<u>0</u>	F12	<u>INSTALL FRONT TOP BODY MOUNT AC CONDENSER (FORD E or F SERIES or CHEVROLET G CHASSIS)</u> Install added AC condenser to front of body and paint to match body.	\$1,371.74	\$0.00
<u>0</u>	F13	<u>INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL-MEDIUM DUTY/DODGE</u> Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	\$3,246.35	\$0.00
<u>0</u>	F14	<u>INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL-ALL OTHER CHASSIS</u> Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	\$3,246.35	\$0.00
<u>0</u>	F15	<u>INSTALL COOL TECH I CONDENSER-MEDIUM DUTY/DODGE</u> Install 'Cool Tech I' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body.	\$3,029.93	\$0.00
<u>0</u>	F16	<u>INSTALL COOL TECH I CONDENSER-ALL OTHER CHASSIS</u> Install 'Cool Tech I' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body.	\$3,029.93	\$0.00
<u>0</u>	F17	<u>INSTALL 110 VAC DANHARD COMBINATION HEAT/AC SYSTEM</u> A Danhard 110VAC heat/AC system shall be installed in the patient area. Note that an additional 20amp shoreline must be added with this option	\$4,151.30	\$0.00
<u>0</u>	F18	<u>INSTALL ACTIVEPURE AIR DECONTAMINATION SYSTEM IN HEAT/AC DUCT WORK</u>	\$969.31	\$0.00
<u>0</u>	F19	<u>EXTEND FRONT CORNER GUARDS TO STRIPE HEIGHT</u>	\$86.99	\$0.00
<u>0</u>	F20	<u>INSTALL TURN-OUT ON VERTICAL EXHAUST</u>	\$170.80	\$0.00
<u>0</u>	F21	<u>UPGRADE REAR MUD FLAP TO UPS BRUSH STYLE</u>	\$314.03	\$0.00
<u>0</u>	F22	<u>DELETE STANDARD REAR MUD FLAPS</u>	(\$120.20)	\$0.00
<u>0</u>	F23	<u>INSTALL ADDITIONAL BATTERY THAT IS IN ADDITION TO STANDARD OEM CHASSIS BATTERY SYSTEM</u>	\$215.36	\$0.00
<u>0</u>	F24	<u>UPGRADE RUNNING BOARDS FOR EXTENDED CAB CHASSIS</u>	\$318.66	\$0.00
<u>0</u>	F25	<u>DELETE STANDARD RUNNING BOARDS</u>	(\$314.71)	\$0.00
<u>0</u>	F26	<u>UPGRADE RUNNING BOARDS FOR 4-DOOR CAB CHASSIS</u>	\$474.96	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>RADIOS AND CONSOLES (G)</u>				
<u>2</u>	<u>G01</u>	<u>ADDITIONAL COAX PRE-WIRE, EACH</u> Install additional antenna coax and access plate in patient module roof. Coax is Belden brand RG-58.	\$146.40	\$292.80
<u>3</u>	<u>G02</u>	<u>INSTALL K-94 ANTENNA BASES, EACH</u>	\$94.42	\$283.26
<u>1</u>	<u>G03</u>	<u>CONSOLE EXTENSION</u> Install an aluminum extension onto the standard cab console for holding maps, books, radios, etc.	\$676.85	\$676.85
<u>1</u>	<u>G04</u>	<u>CUP HOLDER/WALKIE TALKIE POCKET HOLDERS</u> Install plastic fabricated cup holders or carpeted walkie-talkie pockets for customer provided equipment	\$57.29	\$57.29
<u>1</u>	<u>G05</u>	<u>RADIO OR RADIO HEAD PRE-CUT, CAB CONSOLE, EACH</u> Mount radio or radio head in front cab console. Does not include connecting cables, providing power or connecting antenna cables.	\$123.06	\$123.06
<u>0</u>	<u>G06</u>	<u>RADIO OR RADIO HEAD PRE-CUT, REAR INHALATION PANEL, EACH</u> Mount radio or radio head in rear inhalation panel. Does not include connecting cables, providing power or connecting antenna cables.	\$123.06	\$0.00
<u>0</u>	<u>G07</u>	<u>RADIO CABLE INSTALLATION, EACH RADIO</u> Does not include providing power or connecting antenna cables	\$101.85	\$0.00
<u>0</u>	<u>G08</u>	<u>3-STUD RADIO POWER AND GROUND STUDS, ADDITIONAL BEYOND STANDARD TWO</u> Install heavy gauge power (battery switched and hot) and ground studs for radio or cell phone power.	\$144.28	\$0.00
<u>0</u>	<u>G09</u>	<u>COMPUTER MOUNT INSTALLATION</u> Install customer provided computer mount at a position to be determined by purchaser.	\$181.74	\$0.00
<u>0</u>	<u>G10</u>	<u>COMPUTER/PRINTER MOUNT TRAY</u> Install Horton provided computer/printer tray at a position to be determined by purchaser.	\$212.04	\$0.00
<u>0</u>	<u>G11</u>	<u>SUPPLY AND INSTALL SIGTRONICS 3 HEADSET INTERCOM SYSTEM</u> Install Horton provided Sygtronics 3 headset intercom with position to be determined by purchaser. System to include radio connector, headsets, headset hooks and interface.	\$3,877.25	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Quantity	Option code	Description	Price	Extended
<u>INTERIOR CABINET OPTIONS (H)</u>				
<u>0</u>	H01	<u>ADJUSTABLE VERTICAL DIVIDERS PER CABINET SEGMENT</u> Install adjustable shelf tracks into the upper and lower cabinet walls. Fabricate Acrylic/Polycarbonate dividers to fit vertically into the cabinet and between the recessed tracks. The dividers shall be adjustable within the track and held into position with cushioned track shelf supports.	\$280.08	\$0.00
<u>2</u>	H02	<u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, STREET SIDE</u> Fasten the Acrylic/Polycarbonate door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders or compression style hinges and secured in the down position with a sliding dead bolt.	\$245.07	\$490.14
<u>3</u>	H03	<u>SLIDING DRAWER, INTERIOR CABINET WALL</u> Install a pull out cabinet drawer mounted on grant slides. Drawer is made of aluminum.	\$502.87	\$1,005.74
<u>1</u>	H04	<u>PULL-OUT WRITING TABLE</u>	\$276.89	\$276.89
<u>0</u>	H05	<u>PULL-OUT WRITING TABLE, WITH STORAGE BELOW</u>	\$431.79	\$0.00
<u>0</u>	H06	<u>DRUG BOX, ENCLOSED</u> A separate drug storage box shall be fabricated and installed within the cabinet as designated by the customer.	\$211.12	\$0.00
<u>0</u>	H07	<u>LOCKING DOOR, INTERIOR CABINET</u> Install a single lockable door on the customer's choice of cabinet.	\$42.44	\$0.00
<u>0</u>	H08	<u>PUSH BUTTON SIMPLEX LOCK, INTERIOR CABINET DOOR OR DRAWER</u> Install a Simplex push button lock on an interior door of the customer's choice.	\$221.73	\$0.00
<u>0</u>	H09	<u>LOCKING DOOR, ELECTRONIC RCI KEYPAD LOCK FOR INTERIOR CABINET</u>	\$436.03	\$0.00
<u>1</u>	H10	<u>SHARPS / WASTE STORAGE COMPARTMENT, EACH</u> A sharps / waste storage compartment shall be installed in the patient module interior. Several designs are available.	\$455.13	\$455.13
<u>0</u>	H11	<u>DELETE STANDARD RECESSED SHARPS/WASTE</u>	(\$461.13)	\$0.00
<u>0</u>	H12	<u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, CURBSIDE</u> Fasten the Acrylic/Polycarbonate door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders or compression style hinges and secured in the down position with a sliding dead bolt.	\$245.07	\$0.00
<u>1</u>	H13	<u>DUAL CABINET ACCESS, CURBSIDE OR STREET SIDE</u> Provide interior access to exterior compartment. Interior access to be trimmed with customer's choice of sliding Acrylic/Polycarbonate doors, hinged solid Formica doors or hinged Acrylic/Polycarbonate doors.	\$508.17	\$508.17
<u>1</u>	H14	<u>INVENTORY TAGS, TAMPER-RESISTANT, FOR INTERIOR CABINETS</u> Each cabinet door and cabinet extrusion shall be drilled to accept single use security seals. They shall keep closed the cabinet doors after an inventory has been performed. The presence of a intact seal indicates no inventory has been removed from the cabinet.	\$187.20	\$187.20
<u>2</u>	H15	<u>GLOVE CABINET, RECESSED, WITH ACRYLIC/POLYCARBONATE DOOR, EACH CABINET</u> The customer specified location shall provide storage for customer-supplied glove boxes. An elongated slot in the cabinet replaced from behind the cabinet dispensing surface.	\$519.80	\$1,039.60
<u>0</u>	H16	<u>GLOVE STORAGE, RECESSED ABOVE FRONT WALL CABINET, SIDE OR REAR DOORS</u>	\$450.28	\$0.00
<u>0</u>	H17	<u>ROBINSON ROLL UP DOOR IN FRONT WALL CABINET</u> In lieu of hinged Acrylic/Polycarbonate doors in the front wall cabinet, use a full height Robinson roll up door.	\$1,257.17	\$0.00
<u>0</u>	H18	<u>DOVER ROLL UP DOOR WITH CLEAR ACRYLIC/POLYCARBONATE SLATS INSTALLED IN ANY CABINET</u>	\$2,120.37	\$0.00
<u>0</u>	H19	<u>FERNO INTRAXX LP15 SURFACE MOUNT</u>	\$1,628.48	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Quantity	Option code	Description	Price	Extended
<u>INTERIOR CABINET OPTIONS (H) (Cont.)</u>				
1	H20	<u>LP15 SHELF MOUNT</u>	\$1,589.00	\$1,189.65
0	H21	<u>TECHNIMOUNT LP15 WALL MOUNT</u>	\$2,478.26	\$0.00
0	H22	<u>HEATED CABINET (SMITHWORKS)</u> A heated IV storage cabinet shall be installed at a choice of location. The cabinet shall be heated with a Smithwork's heated tray system.	\$495.44	\$0.00
0	H23	<u>REFRIGERATOR</u> A Norcold 12v refrigerator shall be installed in the patient area at a choice of location (an added cabinet specifically for the refrigerator is an additional cost)	\$1,333.55	\$0.00
0	H24	<u>TEMPERATURE CONTROLLED CABINET (2 OPTIONS)</u> A MK15 temperature controlled cabinet shall be installed at a choice of location A MK20SS temperature controlled cabinet shall be installed at a choice of location	\$3,995.35 \$4,130.08	\$0.00 \$0.00
1	H25	<u>CROSSOVER CABINET</u> A cabinet shall be installed above the walk-through in the patient area.	\$490.14	\$490.14
1	H26	<u>DUCTED HEAT/AC SYSTEM (HEAT/AC SEPARATE)</u> The rear heat/AC system shall be installed in the corner above the linen cabinet. The system shall include an aluminum chute system for air movement. The chute shall be located above the main cabinet wall.	\$1,538.31	\$1,538.31
1	H27	<u>ADD CUSTOM INTERIOR CABINET (Per unit cost without drawers or attachments)</u>	\$424.07	\$424.07
0	H28	<u>ADD CUSTOM MONITOR STORAGE WITH INSIDE/OUTSIDE ACCESS</u>	\$969.31	\$0.00
0	H29	<u>INSTALL ADDITIONAL SHELF IN INTERIOR CABINET MODULE</u>	\$105.03	\$0.00
1	H30	<u>INSTALL UV LAMP IN AREA TO BE DESIGNATED</u>	\$333.20	\$333.20
1	H31	<u>INSTALL CUSTOMER PROVIDED KNOX MED VAULT or KEY VAULT</u>	\$273.71	\$273.71
0	H32	<u>INSTALL CARGO NET PROTECTION OVER OPEN CABINET FACE</u>	\$502.87	\$0.00
<u>INTERIOR CABINET and SEATING OPTIONS (HS)</u>				
1	HS01	<u>CPR SEAT STORAGE</u> A trimmed storage area shall be accessed by raising the hinged side attendant seat base cushion.	\$211.12	\$211.12
1	HS02	<u>INSTALL RECESSED PADDLE LATCH FOR LIFT-UP CPR SEAT CUSHION</u>	\$276.89	\$276.89
1	HS03	<u>INSTALL GAS SPRING HOLD-OPEN FOR LIFT-UP CPR SEAT CUSHION</u>	\$31.83	\$31.83
0	HS04	<u>CPR SEAT WIDENED BEYOND STANDARD 28"</u>	\$278.68	\$0.00
1	HS05	<u>HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT & 4-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 4-point seat belt.	\$1,342.04	\$1,342.04
0	HS06	<u>HEAD ATTENDANT BUCKET SEAT WITH 6-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat. The seat to be adjustable front to rear and install a 6-point seat belt.	\$1,872.49	\$0.00
0	HS07	<u>DELETE STANDARD 4PT ATTENDANT'S SEAT</u>	(\$1,310.18)	\$0.00
0	HS08	<u>HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT & 6-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 6-point seat belt.	\$2,213.04	\$0.00
0	HS09	<u>BENCH SIDE BUCKET SEAT WITH 4-POINT SEAT BELT, PERMANENT MOUNT</u>	\$1,272.02	\$0.00
0	HS10	<u>BENCH SIDE BUCKET SEAT WITH 4-POINT SEAT BELT, SWIVEL MOUNT</u>	\$1,272.02	\$0.00
0	HS11	<u>EVS SLIDING TRACK ON BENCH (Select type of seat from above)</u>	\$1,777.46	\$0.00
0	HS12	<u>DELETE SET OF STANDARD 4-POINT SEAT BELTS</u>	(\$502.87)	\$0.00

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Quantity	Option code	Description	Price	Extended
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I)</u>				
0	101	<u>DOWNGRADE STANDARD INPOWER BATTERY SWITCH</u>	(\$336.56)	\$0.00
0	102	<u>INVERTER PREWIRING, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u> Furnish wiring only to the designated electrical equipment location to power a Vanner 20-1000TUL inverter equipped with a Vanner interface module. Wiring shall also be furnished from the future inverter location to the area behind the inhalation panel to the control switch.	\$246.13	\$0.00
0	103	<u>INSTALL INVERTER, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u> A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.	\$2,164.24	\$0.00
1	104	<u>DELETE THE STANDARD 45AMP BATTERY CHARGER</u>	(\$504.84)	-\$504.84
1	105	<u>ADD AN 80AMP BATTERY CHARGER</u>	\$611.93	\$611.93
1	106	<u>LED RUNNING BOARD LIGHTS</u> Install Whelen Par 16 LED running board lights	\$256.74	\$256.74
0	107	<u>DELETE THE STANDARD M6 SERIES SIDE MARKER LIGHTS</u>	(\$587.89)	\$0.00
0	108	<u>ADD 700 SERIES LED SIDE MARKER LIGHTS</u>	\$503.75	\$0.00
2	109	<u>ADD ADDITIONAL REPORT LIGHT</u>	\$153.83	\$307.66
0	110	<u>LED SIDE DOOR STEP WELL LIGHT</u> Upgrade the side door step well light from halogen to Whelen Par 16 LED light	\$95.48	\$0.00
0	111	<u>DELETE VISTA LED STEPWELL LIGHT</u>	(\$98.35)	\$0.00
0	112	<u>LED INTERIOR CABINET LIGHTING (Main Wall)</u> Install LED light strips in the closed compartments with Acrylic/Polycarbonate doors	\$643.97	\$0.00
0	113	<u>LED INTERIOR CABINET LIGHTING (Bench Wall)</u> Install LED light strips in the closed compartments with Acrylic/Polycarbonate doors	\$170.80	\$0.00
1	114	<u>MODULE DISCONNECT TIMER PROGRAMMING</u> The module disconnect shall be programmed to automatically shut down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.	\$105.03	\$105.03
0	115	<u>AIRCRAFT TYPE CLOCK, ILLUMINATED, ON HINGED ACCESS PANEL</u> An aircraft style back lighted clock with sweep second hand shall be installed. Back lighting shall be 12 volt. Clock shall be installed on a hinge and secured with a ball catch to provide easy access for changing time and battery.	\$216.42	\$0.00
0	116	<u>DIGITAL CLOCK, NEC MODEL 0150004</u>	\$769.40	\$0.00
0	117	<u>DIGITAL CLOCK, INTELLITEC</u>	\$339.49	\$0.00
0	118	<u>DIGITAL CLOCK, LARGE FACE LED WITHOUT SECONDS READOUT</u>	\$339.49	\$0.00
1	119	<u>DIGITAL CLOCK, LARGE FACE LED WITH SECONDS READOUT</u>	\$479.53	\$479.53
1	120	<u>CAB CEILING LIGHTS, LED</u> Two (2) Signal Stat or TecNiq lights shall be installed in the cab headliner.	\$190.96	\$190.96
1	12	<u>LAMP TIMER, PROGRAMMABLE FOR DOME OR FLORESCENT LIGHTS</u> Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the lights, with the battery switch in the off position.	\$119.88	\$119.88
0	122	<u>FLORESCENT LIGHTS, 39 INCH, EACH</u> Install 39 inch, 12 volt fluorescent ceiling light fixtures.	\$258.86	\$0.00
0	123	<u>ROM DURLOUMEN LIGHTING, EACH</u>	\$299.41	\$0.00
0	124	<u>INSTALL TECNIQ LED DOME LIGHT, WITH MOTION SENSOR (EACH)</u>	\$172.06	\$0.00
2	125	<u>INTERIOR 110 VOLT OUTLETS, ADDITIONAL, EACH</u> Install 110v interior AC duplex outlets. Outlets shall have integral illumination to turn on when power is present.	\$119.88	\$239.76
0	126	<u>EXTERIOR 110 VOLT OUTLETS, EACH</u> Install 110v exterior 15 amp AC duplex outlets, including weatherproof cover.	\$196.29	\$0.00
5	127	<u>INTERIOR 12 VOLT OUTLETS, CIGARETTE LIGHTER/USB STYLE, ADDITIONAL, EACH</u> Install heavy duty cigarette lighter type 12 volt DC USB Style. Each outlet shall install in a standard wall outlet plate and shall have a flip-up cover.	\$78.51	\$392.55
1	128	<u>REAR SPEAKERS FOR CHASSIS CAB RADIO, PAIR</u> Install two rear speakers and wire to the chassis cab radio. Volume shall be controlled through the rear attendant panel via solid state switching.	\$189.90	\$189.90

ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)

Quantity	Option code	Description	Price	Extended
0	I29	FOG LIGHTS, HELLA, CLEAR OR AMBER, PAIR Install two Hella fog lights and program to operate through a switch in the cab console.	\$234.46	\$0.00
0	I30	FOG LIGHTS, PIAA ION CRYSTAL CLEAR OR AMBER, PAIR Install two PIAA fog lights and program to operate through a switch in the cab console.	\$363.89	\$0.00
0	I31	<u>SHORELINE: ADD 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u> Note: requires selecting 20 Amp Super Auto Eject below	\$240.82	\$0.00
1	I32	<u>SHORELINE: DELETE CREDIT FOR 20 AMP SHORELINE INLET</u> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	(\$240.82)	-\$240.82
0	I33	<u>SHORELINE: ADD FOR POWER ON INDICATOR LIGHT</u> Install a pilot light to indicate presence of AC power at shoreline inlet.	\$63.65	\$0.00
1	I34	<u>SHORELINE: ADD 1ST KUSSMAUL 30 AMP SUPER AUTO EJECT SHORELINE INLET W/ INDICATOR</u>	\$620.63	\$620.63
0	I35	<u>SHORELINE: ADD 2ND KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET W/ INDICATOR</u>	\$620.63	\$0.00
0	I36	<u>WIRE ENGINE BLOCK HEATER TO SHORELINE</u> Wire the chassis engine block heater to the shoreline inlet circuit. Protect the block heater circuit with a circuit breaker that can also be used as an on/off switch for this feature.	\$211.12	\$0.00
0	I37	<u>LED LIGHTED RUB RAILS</u> Install custom made LED light strips flush mounted into the lower body aluminum diamond plate rub rails. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Rub rails forward of the rear wheel opening shall have (3) LED strips. Rub rails behind the rear wheel opening shall have (2) LED strips. Steady burn on with headlight switch and flash with red flashing light circuit. Customer may request different programming if desired.	\$1,573.31	\$0.00
0	I38	<u>LED GROUND LIGHTING</u>	\$493.32	\$0.00
0	I39	<u>LED DOCKING LIGHTS</u>	\$363.89	\$0.00
0	I40	<u>CARBON MONOXIDE DETECTOR</u> Install a marine grade CO detector in interior of patient module.	\$289.58	\$0.00
0	I41	<u>DELETE STANDARD ELECTRIC DOOR LOCKS, EXTERIOR COMPARTMENTS</u> Power activated door locks shall be installed on all exterior compartment doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	(\$751.12)	\$0.00
0	I42	<u>DELETE STANDARD ELECTRIC DOOR LOCKS, MODULAR BODY ACCESS DOORS</u> Power activated door locks shall be installed on all exterior patient module doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	(\$211.12)	\$0.00
1	I43	<u>DELETE STANDARD ELECTRIC DOOR UNLOCK SWITCH, CONCEALED</u> Install a concealed electric door unlock switch in the chassis grille.	(\$105.03)	-\$105.03
2	I44	<u>ELECTRIC DOOR UNLOCK SWITCH, TOUCH PAD</u> Install a 5 button touch pad assembly to lock or unlock designated electric door locks	\$663.06	\$1,326.12
0	I45	<u>DOOR LOCKS, PROGRAM TO OPERATE ON OEM CHASSIS SWITCH</u> Program all modular body and exterior compartment door power locks to operate on the same circuit as the chassis cab power locks. Any power lock switch in the chassis cab or modular body shall operate all locks in a common circuit.	\$140.04	\$0.00
0	I46	<u>HORTON 'Free Floating' DOOR HANDLES TO BE LIGHTED</u>	\$558.03	\$0.00
0	I47	<u>SEAT BELT INDICATOR WITH VDR (Price per Each Belt Position)</u> A seat belt monitoring system with VDR shall be provided per designated locations.	\$598.35	\$0.00
1	I48	<u>SECURITY IDLE SYSTEM</u> Install a secure idle system to allow engine operation with transmission in park and ignition key removed. If the brake is depressed or transmission attempted to be shifted into gear, the engine will shut off, the marker lights will flash and the horn will sound. The system will be integrated into the Horton electrical system electronics, be activated by a switch on the control panel and provide a digital display to warn of the activated security mode.	\$465.74	\$465.74
1	I49	<u>PROGRAM BRAKE LIGHT FUNCTIONALITY ON REAR WARNING LIGHTS</u> Program rear warning lights to also function as brake lights	\$105.03	\$105.03

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Quantity	Option code	Description	Price	Extended
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)</u>				
<u>0</u>	<u>I50</u>	<u>GOLIGHT 2020 OR 2021 ELECTRIC SPOTLIGHT ON CAB ROOF, WITH JOYSTICK CONTROL</u>	\$535.75	\$0.00
<u>0</u>	<u>I51</u>	<u>STAND ALONE: COLOR BACKUP CAMERA WITH MONITOR IN CAB (Mirror or monitor installed)</u>	\$1,321.88	\$0.00
<u>1</u>	<u>I52</u>	<u>STAND ALONE: COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB</u>	\$1,795.04	\$1,795.04
<u>1</u>	<u>I53</u>	<u>I4G CAMERA SYSTEM (EACH)</u>	\$391.47	\$391.47
<u>0</u>	<u>I54</u>	<u>INTEGRATED: PROVIDE AND INSTALL HORTON 360° CAMERA MONITORING SYSTEM (I4G ONLY) (White covers are standard)</u>	\$2,174.85	\$0.00
<u>0</u>	<u>I55</u>	<u>INSTALL ECHOVISION REVERSE MONITOR SYSTEM</u>	\$527.27	\$0.00
<u>0</u>	<u>I56</u>	<u>HAND HELD SPOT LIGHT</u>	\$119.88	\$0.00
<u>0</u>	<u>I57</u>	<u>STREAMLIGHT SL-45, EACH</u>	\$281.14	\$0.00
<u>0</u>	<u>I58</u>	<u>INSTALL CUSTOMER PROVIDED HAND HELD SPOT AND WIRE FOR OPERATION</u>	\$79.57	\$0.00
<u>0</u>	<u>I59</u>	<u>MOVE PRIMARY PANEL TO BENCH, WITH O2 OUTLET CUTOFF (OUTLET NOT INCLUDED)</u>	\$180.53	\$0.00
<u>0</u>	<u>I60</u>	<u>SECOND REAR I4G CONTROL PANEL, SURFACE MOUNTED</u>	\$3,037.36	\$0.00
<u>1</u>	<u>I61</u>	<u>ADD A 3-SWITCH SEALED ELECTRICAL CONTROL PANEL (Price is each panel) (Does not include applicable programming requirements)</u>	\$251.43	\$251.43
<u>1</u>	<u>I62</u>	<u>MOVE PRIMARY CAB SWITCH PANEL IN NAVISTAR 4300 TO FLUSH MOUNT IN CHASSIS DASH (Includes moving AM/FM radio to overhead chassis console)</u>	\$424.07	\$424.07
<u>0</u>	<u>I63</u>	<u>MOVE PRIMARY CAB I4G PANEL IN DODGE TO FLUSH MOUNT IN CHASSIS DASH (Includes moving AM/FM radio to cab console)</u>	\$1,186.19	\$0.00
<u>0</u>	<u>I64</u>	<u>PROVIDE AND INSTALL AN ENGINE HOUR METER SEPARATE FROM CHASSIS PROVIDED METER</u>	\$118.82	\$0.00
<u>0</u>	<u>I65</u>	<u>RELOCATE HORTON 'PDI' BOX TO LOCATION OTHER THAN #2 COMPARTMENT</u>	\$1,211.63	\$0.00
<u>VISUAL WARNING SYSTEM OPTIONS (J)</u>				
<u>1</u>	<u>J01</u>	<u>FLASHING HEADLIGHTS, PROGRAMMABLE</u> Program headlights to flash in alternating or pulsating manner when high beams are not selected and head light switch is in the 'off' position	\$159.14	\$159.14
<u>4</u>	<u>J02</u>	<u>HORTON LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH</u> Install custom made LED light strips on the interior of the exterior compartment door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the compartment door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$161.26	\$645.04
<u>0</u>	<u>J03</u>	<u>WHELEN LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH</u> Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior compartment door panels.	\$230.22	\$0.00
<u>6</u>	<u>J04</u>	<u>HORTON LED DOOR OPEN WARNING LIGHTS, PATIENT ENTRY DOOR, EACH</u> Install custom made LED light strips on the interior of the exterior patient door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the patient door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$161.26	\$967.56
<u>0</u>	<u>J05</u>	<u>WHELEN LED DOOR OPEN WARNING LIGHTS, PATIENT DOORS, EACH</u> Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior patient door panels.	\$230.22	\$0.00
<u>0</u>	<u>J06</u>	<u>TRUCKLITE SUPER 44 LED DOOR OPEN WARNING LIGHTS, PATIENT or COMPARTMENT DOORS, EACH</u>	\$52.14	\$0.00
<u>Note: All Whelen light bars referenced below do not include installation cost!</u>				
<u>0</u>	<u>J07</u>	<u>LIGHT BAR, FRONT, WHELEN 45BF88A</u> <u>LAYOUT:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$3,271.42	\$0.00
<u>1</u>	<u>J08</u>	<u>LIGHT BAR, REAR, WHELEN 45B88R</u> <u>LAYOUT:</u> RED CORNER-RED-WHITE-LED LR11 LOAD LIGHT-AMBER-AMBER-LED LR11 LOAD LIGHT-WHITE-RED-RED CORNER	\$3,513.75	\$3,513.75
<u>0</u>	<u>J09</u>	<u>CHANGE LOADING LIGHTS IN REAR WHELEN 4500 LIGHT BAR FROM LED TO HALOGEN</u>	(\$333.20)	\$0.00
<u>0</u>	<u>J10</u>	<u>DELETE RED OR AMBER LED FLASHER FROM WHELEN 4500 BAR, EACH</u>	(\$242.33)	\$0.00
<u>0</u>	<u>J11</u>	<u>DELETE WHITE LED FLASHER FROM WHELEN 4500 BAR, EACH</u>	(\$278.68)	\$0.00
<u>0</u>	<u>J12</u>	<u>ADD RED, WHITE or AMBER LINEAR SUPER LED TO WHELEN 4500 LIGHT BAR, EACH</u>	\$254.45	\$0.00

VISUAL WARNING SYSTEM OPTIONS (J) (Cont.)

Quantity	Option code	Description	Price	Extended
<u>0</u>	J13	<u>ADD WHITE or RED LED ROTATOR TO WHELEN 4500 LIGHT BAR, EACH</u> <u>(replaces LED flashing lights)</u>	\$278.68	\$0.00
<u>0</u>	J14	ON SELECT MODELS ADD: .WHELEN 49" FREEDOM IV LC-1 LINEAR LED LIGHT BAR W/8 LED MODULES <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$3,248.83	\$0.00
<u>0</u>	J15	<u>DELETE WHITE or RED LED FLASHER FROM FREEDOM BAR, EACH</u>	(\$255.41)	\$0.00
<u>0</u>	J16	<u>ADD RED, CLEAR OR AMBER LINEAR SUPER LED TO WHELEN FREEDOM LIGHT BAR, EACH</u>	\$255.41	\$0.00
<u>0</u>	J17	<u>ADD LR-11 SUPER '3' LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)</u>	\$87.24	\$0.00
<u>0</u>	J18	<u>ADD LR-11 SUPER '6' LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)</u>	\$229.00	\$0.00
<u>0</u>	J19	<u>ADD LR-11 SUPER '6' LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)</u>	\$229.00	\$0.00
<u>0</u>	J20	<u>ADD OPTICOM TRAFFIC LIGHT CHANGER TO LIGHT BAR</u>	\$1,989.37	\$0.00
<u>0</u>	J21	<u>ADD WHELEN #TAL85 LINEAR 5MM LED LIGHT BAR WITH 8 LED MODULES</u>	\$1,099.82	\$0.00
<u>0</u>	J22	<u>LIGHT BAR, FRONT: DELTA 56.25" #DS2RRRR</u> <u>Layout:</u> (6) angled mirrors, (2) Super LED light head (wt-wt), (2) Super LED light head (rd-rd) (1) LR11 dual Take-Down, (1) lower level flasher, (2) white front/Red Rear Beacon, (1) Red Front/White Rear Super LED beacon	\$6,914.89	\$0.00
<u>0</u>	J23	<u>INSTALL FRONT LIGHT BAR ON CAB ROOF</u>	\$192.65	\$0.00
<u>0</u>	J24	<u>INSTALL FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$192.65	\$0.00
<u>1</u>	J25	<u>INSTALL REAR LIGHT BAR ON REAR FACE OF MODULE BODY</u>	\$192.65	\$192.65
<u>0</u>	J26	<u>DELETE WHELEN 700 SERIES LED REAR AMBER KKK LIGHT</u>	(\$259.86)	\$0.00

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Quantity	Option code	Description	Price	Extended
<u>VISUAL WARNING SYSTEM OPTIONS (J) Cont.</u>				
<u>0</u>	J27	<u>DELETE WHELEN 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes FLANGE mounting flange	(\$401.02)	\$0.00
<u>0</u>	J28	<u>DELETE WHELEN LED GRILLE LIGHTS, PAIR (some models do not allow deletion of this option)</u>	(\$422.24)	\$0.00
<u>0</u>	J29	<u>DELETE WHELEN LED INTERSECTION LIGHTS, PAIR (some models do not allow deletion of this option)</u>	(\$541.06)	\$0.00
<u>0</u>	J30	<u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$401.02	\$0.00
<u>0</u>	J31	<u>ADD WHELEN 900 SERIES or 'M9' SERIES LINEAR SUPER LED WHITE FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$401.02	\$0.00
<u>0</u>	J32	<u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES SPLIT COLOR FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE or 'M' mounting flange	\$466.80	\$0.00
2	J33	<u>ADD WHELEN 400 LED SERIES or M4 SERIES LED LIGHT</u> Note: includes 400 FLANGE or 'M' FLANGE mounting flange	\$211.12	\$422.24
<u>0</u>	J34	<u>ADD WHELEN 400 (1/2RED-1/2 WHITE) SERIES or 'M4' SERIES LED FLASHING LIGHT, EACH</u> Note: includes 400 FLANGE or 'M' FLANGE mounting flange	\$258.86	\$0.00
<u>0</u>	J35	<u>ADD WHELEN 600 to 700 LED SERIES or M6 or M7 SERIES LIGHT</u> Note: includes 600 or 700 FLANGE or 'M' FLANGE mounting flange	\$290.69	\$0.00
<u>0</u>	J36	<u>ADD WHELEN 600 or 700 (1/2RED-1/2 WHITE) SERIES or 'M6'/'M7' SERIES LED FLASHING LIGHT, EACH</u> Note: includes 700 FLANGE or 'M' FLANGE mounting flange	\$323.57	\$0.00
<u>0</u>	J37	<u>ADD 2ND SET OF WHELEN TIR6, 500 SERIES RED FLASHING LED GRILLE LIGHTS</u>	\$536.82	\$0.00
<u>0</u>	J38	<u>UPGRADE WHELEN 500 TIR6 TO 1/2RED-1/2 WHITE SUPER LED FLASHING LIGHT (Cost per pair)</u> Note: Includes 500 FLANGE (Lights do not independently flash!!)	\$60.58	\$0.00
<u>0</u>	J39	<u>IDENTITY LIGHTING (Side Only)</u> Install LED alternate flashing light strips at upper body sides and wire to warning light system	\$572.89	\$0.00
<u>0</u>	J40	<u>IDENTITY LIGHTING (Side and Rear)</u> Install LED alternate flashing light strips at upper body sides and rear side and wire to warning light system	\$856.15	\$0.00
1	J41	<u>CONSPICUITY LIGHTING</u> Amber and red LED strip lighting shall be applied to the outboard panels on the rear of the body. Five (5) lights shall be installed per panel. The lights shall be backed by a stainless steel panels. The lights shall flash in the Emergency Mode. (Does not include Chevron cost)	\$1,939.33	\$1,939.33
<u>0</u>	J42	<u>MARKER LIGHTS ON 360 SYSTEM TO FLASH</u>	\$105.03	\$0.00

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Quantity	Option code	Description	Price	Extended
<u>VISUAL NON-WARNING SYSTEM OPTIONS (K)</u>				
<u>0</u>	K01	<u>ARROW TURN SIGNAL, WHELEN 600/700 OR M6 SERIES LED, PAIR</u> Note: includes 600/700 FLANGE mounting flange	\$419.06	\$0.00
<u>0</u>	K02	<u>ARROW TURN SIGNAL, WHELEN 900 SERIES or 'M9' SERIES LED, PAIR</u> Note: includes 900 or 'M' SERIES FLANGE mounting flange	\$659.88	\$0.00
<u>1</u>	K03	<u>ADD TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH LED BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	\$2,083.61	\$2,083.61
<u>1</u>	K04	<u>DELETE TAIL LIGHTS, WHELEN 'M6' SERIES LED WITH LED BACKUP LIGHTS</u> Note: includes 'M' SERIES FLANGE mounting flange Note: turn signal is arrow type	(\$1,489.39)	-\$1,489.39
<u>0</u>	K05	<u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 900 Series mounting flange Note: turn signal is arrow type	\$1,932.96	\$0.00
<u>0</u>	K06	<u>DELETE TAIL LIGHTS, WHELEN 900 SERIES LED WITH LED BACKUP LIGHTS or 'M' SERIES LED LIGHTS</u> Note: includes 900 or 'M' Series mounting flange Note: turn signal is arrow type	(\$2,818.81)	\$0.00
<u>2</u>	K07	<u>SIDE SCENE LIGHTS, LED</u> Note: Includes (2) Whelen 900 SERIES or 'M' SERIES LED scene lights, with 2 per side	\$1,273.08	\$2,546.16
<u>0</u>	K08	<u>REAR LOADING LIGHTS, LED (9m Series)</u> Note: Includes (2) Whelen 'M' SERIES LED loading lights, with 2 on rear	(\$1,311.27)	\$0.00
<u>0</u>	K09	<u>REAR LOADING LIGHTS, LED (900)</u> Note: Includes (2) Whelen 900 SERIES LED loading lights, with 2 on rear	\$1,246.59	\$0.00
<u>0</u>	K10	<u>REAR LOADING LIGHTS, LED (600/700 or M6/7 Series)</u> Note: Includes (2) Whelen 600/700 SERIES or 'M6/7' SERIES LED loading lights, with 2 on rear	\$892.22	\$0.00
<u>0</u>	K11	<u>INSTALL KWIK-RAZE 500 WATT TELESCOPIC LIGHT (Cost per each)</u> Install one Kwik-Raze 500 watt telescopic light at location to be determined	\$1,360.07	\$0.00
<u>0</u>	K12	<u>INSTALL HAVIS SHIELDS 12V HID SCENE LIGHTS (Cost per each)</u> Install one HAVIS SHIELD 12V HID scene light	\$676.85	\$0.00
<u>0</u>	K13	<u>INSTALL A WHELEN PFH1 LED FLOODLIGHT WITH PBA103 SEMI RECESSED HOUSING</u> Note: The style of flange to be installed (if any) must be specified on the order	\$872.06	\$0.00
<u>0</u>	K14	<u>INSTALL A WHELEN PFH2 LED FLOODLIGHT WITH PBA203 SEMI RECESSED HOUSING</u> Note: The style of flange to be installed (if any) must be specified on the order	\$1,482.08	\$0.00
<u>0</u>	K15	<u>360 DEGREE ROLLED MARKED LIGHTS</u> Install rolled marker lights on the upper corners of the body front and rear.	\$420.12	\$0.00

Quantity	Option code	Description	Price	Extended
AUDIBLE WARNING SYSTEM OPTIONS (L)				
<i>Note: sirens and siren speakers below do not include installation charges.</i>				
<u>1</u>	<u>L01</u>	<u>DELETE STANDARD SIREN, SS700</u>	(\$548.49)	-\$548.49
<u>0</u>	<u>L02</u>	<u>WHELEN 295SLSA1 SIREN</u>	\$630.17	\$0.00
<u>0</u>	<u>L03</u>	<u>SIREN, WHELEN 295HFS2 SIREN</u>	\$803.10	\$0.00
<u>0</u>	<u>L04</u>	<u>SIREN, FEDERAL SIGNAL PA-300 SIREN</u>	\$659.88	\$0.00
<u>0</u>	<u>L05</u>	<u>SIREN, WHELEN 295HFSC9 DUAL AMP SIREN CONTROL OR SS MAGNUM CONTROL</u>	\$894.34	\$0.00
<u>0</u>	<u>L06</u>	<u>SIREN, FEDERAL SIGNAL Q2B MECHANICAL</u> Note: includes bumper guards to protect siren.	\$2,859.13	\$0.00
<u>0</u>	<u>L07</u>	<u>FEDERAL SIGNAL EQ2B ELECTRONIC "Q" SIREN</u>	\$1,940.39	\$0.00
<u>0</u>	<u>L08</u>	<u>FEDERAL SIGNAL 'RUMBLER' or WHELEN 'HOWLER' SIREN</u>	\$917.68	\$0.00
<u>0</u>	<u>L09</u>	<u>EXTENDED FRONT BUMPER, MEDIUM DUTY TRUCK, FOR STANDARD CAST SIREN</u> The front bumper shall be extended for installation of Cast siren. The reinforced frame shall be trimmed with aluminum diamond plate top and side filler plates.	\$2,719.09	\$0.00
<u>0</u>	<u>L10</u>	<u>SIREN SPEAKERS, FEDERAL SIGNAL DYNAMAX or BP-100, PAIR</u> Supply two Federal Signal Dynamax or BR-100 speakers under the hood for a backup siren.	\$755.36	\$0.00
<u>0</u>	<u>L11</u>	<u>SIREN SPEAKERS, QUEST PRODUCTS BUMPER, PAIR</u>	\$1,007.86	\$0.00
<u>0</u>	<u>L12</u>	<u>AIR HORN SYSTEM, BUELL (NOT FOR MEDIUM DUTY TRUCKS)</u> Buell air horns shall be installed on unit and shall include #1601 dual Grover trumpets, #16122 compressor and #2242 tank.	\$2,721.21	\$0.00
<u>0</u>	<u>L13</u>	<u>ADDED AIR TANK FOR AIR HORN SYSTEM</u>	\$490.72	\$0.00
<u>0</u>	<u>L14</u>	<u>ADD FOOT SWITCH TO ACTIVATE HORN OR SIREN</u>	\$92.30	\$0.00

Quantity	Option code	Description	Price	Extended
<u>OXYGEN SYSTEM OPTIONS (M)</u>				
<u>1</u>	M01	<u>ELECTRIC OXYGEN BOTTLE BRACKET, ZICO QTS</u> Electric operated oxygen bottle mount for cylinder loading and securing. Controls to be mounted on the inside of the compartment door.	\$3,000.23	\$3,000.23
<u>0</u>	M02	<u>DELETE STANDARD ZICO QRM-V BRACKET</u>	(\$337.65)	\$0.00
<u>1</u>	M03	<u>HAND HELD REMOTE CONTROL FOR ELECTRIC OXYGEN BOTTLE BRACKET</u> The Zico QTS electric oxygen cylinder handler shall have a (2) button remote control attached via a 6 foot coiled cord.	\$312.97	\$312.97
<u>0</u>	M04	<u>OXYGEN BOTTLE ACCESS, PATIENT MODULE INTERIOR</u> A clear Acrylic/Polycarbonate door shall be provided in the patient area wall for access to the oxygen cylinder valve. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. The opening shall be trimmed with anodized aluminum edging.	(\$135.80)	\$0.00
<u>2</u>	M05	<u>OXYGEN OUTLET, ADDITIONAL</u>	\$251.43	\$502.86
<u>0</u>	M06	<u>OXYGEN OUTLET, ADDITIONAL, RECESSED IN WALL OF PATIENT AREA</u>	\$251.43	\$0.00
<u>0</u>	M07	<u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH WITH ACCESS DOOR</u> Provision for 4 "D" bottles shall be provided at the step well end of the squad bench. The cabinet door shall be hinged and include a Tri Mark handle. It shall be constructed of aluminum in the exact same manner as an exterior compartment door including a Nader pin in order to properly secure the "D" bottles (Brackets are not included in price and must be chosen below)	\$1,037.17	\$0.00
<u>0</u>	M08	<u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH OPEN WITHOUT ACCESS DOOR and WITH HOPS BOLSTER</u> (Brackets are not included in price and must be chosen below)	\$628.05	\$0.00
<u>2</u>	M09	<u>D' BOTTLE BRACKET</u> Provide and install a FW 521 O2 bottle bracket and specify choice of location	\$269.47	\$538.94
<u>1</u>	M10	<u>OXYGEN FLOWMETER</u>	\$235.52	\$235.52
<u>0</u>	M11	<u>DELETE STANDARD OXYGEN FLOWMETER</u>	(\$235.52)	\$0.00
<u>0</u>	M12	<u>RECESS SUCTION IN CABINET WALL</u>	\$650.65	\$0.00
<u>1</u>	M13	<u>DELETE ONBOARD SSCOR SUCTION UNIT</u>	(\$493.32)	-\$493.32
<u>1</u>	M14	<u>INSTALL CUSTOMER PROVIDED SUCTION UNIT AND WIRE FOR OPERATION</u>	\$181.74	\$181.74
<u>0</u>	M15	<u>INSTALL HORTON PROVIDED SSCOR VX2 PORTABLE SUCTION UNIT AND WIRE FOR OPERATION</u>	\$1,393.39	\$0.00
<u>0</u>	M16	<u>INSTALL 2nd BRACKET FOR PRIMARY OXYGEN SYSTEM</u>	\$327.82	\$0.00
<u>0</u>	M17	<u>INSTALL DUAL O2 BOTTLE SYSTEM AND 1-REGULATOR WITH CHECK VALVES</u>	\$552.73	\$0.00
<u>0</u>	M18	<u>INSTALL 8 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u>	\$969.31	\$0.00
<u>0</u>	M19	<u>INSTALL 4 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u>	\$605.82	\$0.00
<u>0</u>	M20	<u>PROVIDE 'M' or 'H' SIZED O2 CYLINDER</u>	\$484.65	\$0.00

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<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>LETTERING OPTIONS (N)</u>				
<u>0</u>	N01	<u>ADD A 4-6" SHADED SCOTCHLITE LETTER</u>	\$14.85	\$0.00
<u>0</u>	N02	<u>ADD A 4-6" SHADED VINYL LETTER</u>	\$12.73	\$0.00
<u>84</u>	N03	<u>ADD A 4-6" SHADED SIMULATED GOLD LEAF LETTER - AVERY ENGINE TURN GOLD</u>	\$15.91	\$1,336.44
<u>0</u>	N04	<u>FEDERAL LETTERING PACKAGE</u> Install Federal lettering package consisting of (2) 4" Stars of Life, (2) 12" Stars of Life, (2) 18" Stars of Life, (1) 36" Star of Life, 4" mirror image "AMBULANCE," 6" "AMBULANCE."	\$663.06	\$0.00
<u>0</u>	N05	<u>4" STAR OF LIFE</u>	\$11.67	\$0.00
<u>0</u>	N06	<u>12" STAR OF LIFE</u>	\$65.78	\$0.00
<u>0</u>	N07	<u>18" STAR OF LIFE</u>	\$65.78	\$0.00
<u>0</u>	N08	<u>36" STAR OF LIFE</u>	\$188.84	\$0.00
<u>0</u>	N09	<u>8" STAR OF LIFE</u>	\$50.92	\$0.00

Quantity	Option code	Description	Price	Extended
<u>CHASSIS OPTIONS (P)</u>				
<u>0</u>	P01	Upgrade <u>International</u> chassis engine / transmission to 300HP, with Allison EVS 2000 Transmission	\$1,155.97	\$0.00
<u>0</u>	P02	Upgrade <u>International</u> chassis engine / transmission to 260HP, with Allison EVS 3000 Transmission	\$8,477.10	\$0.00
<u>0</u>	P03	Upgrade <u>International</u> chassis engine / transmission to 340HP, with Allison EVS 3000 Transmission	\$9,908.31	\$0.00
<u>0</u>	P04	Upgrade <u>International</u> chassis engine / transmission to 360HP, with Allison EVS 3000 Transmission	\$10,458.77	\$0.00
<u>0</u>	P05	Upgrade <u>International chassis</u> to extended cab, with 9,000 lb. front axle or 10,000 lb. steer, H40 hydraulic brakes and 22.5" tires and aluminum wheels	\$3,963.32	\$0.00
<u>0</u>	P06	Upgrade <u>International chassis</u> to 4 door crew cab, with 2 air suspension seats in rear	\$5,724.80	\$0.00
<u>0</u>	P07	Upgrade <u>International chassis</u> with SCBA passenger side seat with "Secur-All" brackets	\$1,541.30	\$0.00
<u>0</u>	P08	Upgrade <u>International chassis</u> with 16 point Vogel Lube System	\$3,633.04	\$0.00
<u>0</u>	P09	Upgrade <u>International chassis</u> with Ping tanks on air system	\$495.42	\$0.00
<u>0</u>	P10	Upgrade <u>International chassis</u> with electronic exhaust brake	\$220.19	\$0.00
<u>0</u>	P11	Upgrade <u>International chassis</u> with fog lights	\$247.71	\$0.00
<u>0</u>	P12	Upgrade <u>International chassis</u> with fleet key feature	\$54.51	\$0.00
<u>0</u>	P13	Upgrade <u>Freightliner chassis</u> to 270 HP Cummins "ISC" model engine and Allison EVS-3000 transmission	\$11,009.22	\$0.00
<u>0</u>	P14	Upgrade <u>Freightliner M2 chassis</u> to extended cab with 240 ISB engine and 2200 EVS transmission	\$4,513.78	\$0.00
<u>0</u>	P15	Upgrade <u>Ford F-Series</u> or <u>Dodge 4500</u> Series wheels to Aluminum Alloy Wheels	\$1,332.81	\$0.00
<u>0</u>	P16	Upgrade <u>Ford F-Series</u> to include Power Drivers Seat and Driver Side Keypad for Locks	\$935.20	\$0.00
<u>0</u>	P18	Add <u>Liquid Spring</u> suspension on select models (Not including Medium Duty chassis)	\$10,653.56	\$0.00
<u>1</u>	P19	Add <u>Liquid Spring</u> suspension on International chassis and delete standard air ride system	\$10,036.11	\$10,036.11
<u>0</u>	P20	Upgrade <u>Ford F-450/F-550</u> to Four Wheel Drive (4X4)	\$2,976.70	\$0.00
<u>0</u>	P21	Upgrade <u>Dodge 4500/5500</u> to Four Wheel Drive (4X4)	\$2,351.49	\$0.00
<u>0</u>	P22	Upgrade <u>Ford F-450 to F-550 cab chassis</u>	\$937.30	\$0.00
<u>0</u>	P23	Upgrade <u>Dodge 4500HD to 5500HD cab chassis</u>	\$1,113.43	\$0.00
<u>0</u>	P24	Add ROADMASTER rear sway bar to any Medium chassis (POSSIBLY NOT AVAILABLE WITH AIR BRAKES) or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (if available on selected chassis)	\$722.47	\$0.00
<u>0</u>	P25	Add ROADMASTER front sway bar to <u>International 4300 LP</u> or medium duty chassis or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (if available on selected chassis)	\$821.14	\$0.00
<u>0</u>	P26	Move batteries in separate compartment in curbs side forward portion of body (mount on sliding tray)	\$828.56	\$0.00
<u>0</u>	P27	Install lockable fill cover on 'urea' fill when available	\$111.47	\$0.00
<u>0</u>	P100	Chassis rebate/discount or customer provided chassis, if applicable		\$0.00
<u>0</u>	P102	Discount for in-stock prior model year chassis		\$0.00
<u>0</u>	P103	Chassis cost difference 2022 to 2023 model year		\$0.00
<u>0</u>	P200	Allowance for <u>Trade-In Vehicle</u> (Vehicle to be mechanically sound, operational and undamaged, unless otherwise noted below)		\$0.00
Manufacturer: _____ Year: _____ Model: _____ Mileage: _____ Miscellaneous Condition Note: _____				
<u>TOTAL AMBULANCE OPTIONS SELECTED :</u>			<u>\$62,210.28</u>	

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))



SCHEDULE B: UNLISTED OPTIONS

(Applicable Options not listed on the Horton, State of Ohio Term Schedule)

CUSTOMER: _____

Unlisted option	Description	Price
1	CUSTOM CODE 111 LIGHTBAR	\$3,400.00
2	CUSTOM GRAPHICS PACKAGE	\$2,500.00
3	LUMALIER UV LIGHT	\$3,376.00
4	(2) CODE 111 SIRENS PLUS SPEAKERS	\$2,200.00
5	LIGHTED DOOR HANDLES	\$575.00
6	SUPPLY AND MOUNT COT PARTS FERNO FASTENER, DC CHARGER, ADAPTER, FLOOR P	\$4,861.00
7	HORTON TO PURCHASE AND INSTALL MEDVAULT	\$1,800.00
8	CHASSIS TO BE 2024 INTERNATION MV	\$0.00
9		\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20		\$0.00
21		\$0.00
22		\$0.00
23		\$0.00
24		\$0.00
25		\$0.00
26		\$0.00
27		\$0.00
28		\$0.00
29		\$0.00
30		\$0.00
31		\$0.00
32		\$0.00
33		\$0.00
34		\$0.00
35		\$0.00
36		\$0.00
37		\$0.00
38		\$0.00
39		\$0.00
40		\$0.00
41		\$0.00
42		\$0.00
43		\$0.00
44		\$0.00
45		\$0.00
46		\$0.00
47		\$0.00
48		\$0.00
49		\$0.00
50		\$0.00
<u>UNLISTED OPTIONS TOTAL :</u>		<u>\$18,712.00</u>

Attachment: 2022 HORTON STS Term 233 Pricing 4.1 (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

June 6, 2022



PRELIMINARY BUILD SPECIFICATION

Quote # QUO0000006513

Production # 19757

Document Rev. #

Status: Draft

Prepared For:

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Presented By:

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Option	QTY	Description
CHASSIS		
1000-1015	1	CHASSIS, 2024 INTERNATIONAL MV, 175 The chassis required to complete the ambulance conversion shall be supplied by Horton.
SR00173027	1	The chassis required to complete the ambulance conversion shall be supplied by Horton. Chassis will come in left side horizontal exhaust, RUN automatic tire chains, air brakes, Continental tires, aluminum wheels, front stabilizer bar, liquid spring suspension. spec attached. Horton to set High Idle to 1300 RPM Delete OEM auto lock feature.
SR00173035	1	19757 Not Exact
1000-0093	1	CHASSIS ORDER SPECIAL COLOR. MED DUTY FLNA3051 RED The chassis is to be ordered special color from chassis OEM.
SR00134937	1	Chassis notes Move OEM radio to overhead. Install I4G panel in chassis dash.
SR00134956	1	GLOVE BOX STORAGE, CHASSIS Fabricate a storage box on the wall behind the driver/passenger seats for storage of (3) boxes of rubber gloves. Provide oval openings in a padded continuous hinged door, and southco latch for glove access. Pad all sides including front face for protection. Glove box size: 10.5"x 5.5"x 4"

Spec Writer: **John Cox**Spec Designer: **Chris Haggy****19757 Fairfield Fire Department**

Option	QTY	Description
1000-0085	1	CHASSIS ORDERED WITH ALUM WHEELS, MD The chassis will include aluminum OEM wheels.
1000-0453	1	PASS THROUGH CAB/MODULE, INTERNATIONAL Install a pass-through opening between the cab and module. Pass-through to include a bellows connection.
1000-0468	1	NAVISTAR HUB/LUG COVERS, 10 LUG Install chrome finish hub and lug nut covers for International 10 lug wheels.
1000-0073	1	TIRE SIZE, 19.5", MEDIUM DUTY: This chassis is specified to have 19.5" tires.
1000-0075	1	CHASSIS IS EQUIPPED WITH AIR BRAKES This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.
1000-0080	1	CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST The chassis specified above is to include a horizontal exhaust.
1000-0083	1	STANDARD CAB HEIGHT The specified chassis will have the standard cab height.
1000-0258	1	MUD FLAPS FRONT, INTERNATIONAL Install mud flaps behind each front tire.
1000-0346	1	MUD FLAPS, REAR, LARGE W/LOGO Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
1000-0087	1	REAR DOCK BUMPERS Install two (2) black rubber standard sized dock bumpers. Locate one on either side of the rear step on the end caps.
SR00134963	1	ENERGY ABSORBING COLUMBUS STYLE EMBOSSED, INTERNATIONAL Install an energy absorbing Columbus style rear step/bumper assembly with 30" wide fixed center section and radius corners by center step. Material to be embossed diamondplate.
1000-0150	1	LIQUID SPRING REAR SUSPENSION, SUPPLIED CHASSIS The customer/dealer supplied chassis will arrive with a Liquid Spring rear suspension installed.
BODY		
2000-0167	1	AMBULANCE BODY Conversion model is to be a 623 using an International chassis. Body length is 173".
2000-0014	1	HEADROOM, 74" The headroom is to be 74".
2000-0625	1	ALUM. DIAMONDPLATE AT SIDE STEPWELL Fabricate the stepping surface inside the side access door using polished aluminum diamond treadplate.
2000-0245	1	DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT Fabricate curbside of body with 6" drop skirt. To include two step side entry.

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Option	QTY	Description
2000-0247	1	NO BODY DROP, STREETSIDE The streetside body forward of the rear wheels will not have a drop skirt.
2000-0250	1	SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE Install standard sound control package.
2000-0506	1	ELECTRONIC PRIVACY WINDOW For Rear Entry Doors Two (2) fixed electronic privacy windows shall be installed in the rear entry doors.
2000-0263	1	PRIVACY WINDOW, SLIDING FOR SIDE ENTRY DOOR Install a sliding tinted privacy window in the side access door.
SR00134942	1	PRIVACY WINDOW WIRING PRE-WIRE PRIVACY WINDOW, SLIDING FOR SIDE ENTRY DOOR PROVIDE WIRING TO SIDE ACCESS DOOR FOR FUTURE INSTALLATION OF ELECTRONIC GLASS IN SIDE DOOR. Switches: Bolster, front and rear control panels
2000-0265	2	EMERGENCY RELEASE, REAR DOORS Install standard emergency release knobs on top and bottom of the rear module entrance doors.
2000-0704	1	EMERGENCY RELEASE, SIDE ACCESS DOOR Install emergency release knobs on top and bottom of the side module entrance door.
2000-0813	1	VI-TECH MOUNTING, INTERNATIONAL Install standard Vi-Tech body mounts.
2000-0270	1	MIRROR STAINLESS STEEL SPLASH SHIELDS Install #8 mirror stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.
2000-0596	1	PRE PUNCH SPLASH SHIELDS The specified front splash shields are to be pre-punched to accept the specified running board lights.
2000-0510	1	FENDER, STAINLESS Install a stainless steel fender at the streetside rear wheelwell location. Fender for standard wheel opening with no drop skirt.
2000-0690	1	FENDERS, STAINLESS, STD, CS 6" DROP SKIRT Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheelwell location.
2000-0273	1	POLISHED STAINLESS RUB RAILS Polished stainless lower body rub rails, with #8 mirror finish, are to be installed along the bottom of the body on each side fore and aft of the rear wheels.
2000-0652	1	STANDARD CORNER GUARDS Install standard height polished diamondplate corner guards.
2000-0281	1	REAR DOOR HOLD OPENS, GRABBER

Attachment: Fairfield Fire Department 2022-06-02) (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Spec Writer: **John Cox**Spec Designer: **Chris Haggy****19757 Fairfield Fire Department**

Option	QTY	Description
		Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
2000-0583	1	ENTRY DOOR THRESHOLDS, LINE-X Apply black Line-X to the side and rear entry door thresholds. Delete the standard anti-slip tape.
2000-0584	1	REAR RISER ADP The rear riser is to be fabricated out of polished aluminum diamondplate.
2000-0686	1	LICENSE PLATE, CENTER OF REAR RISER, WITH REVERSE LIGHTS Install a recessed rear license plate bracket with integral reverse lights centered in the rear riser. Include an LED license plate light.
2000-0598	20	DOOR REFLECTORS All patient compartment entry doors to include standard red reflectors.
COMPARTMENTATION		
2900-1573	1	STREETSIDE FORWARD COMPARTMENT The height of the streetside front compartment is to be the reduced from full height due to location of ducted A/C. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0400	1	SS FORWARD COMPT. DIAMONDPLATE The streetside forward compartment is to be fabricated from diamondplate.
2900-1575	1	STREETSIDE INTERMEDIATE COMPARTMENT The height of the streetside intermediate compartment is to be reduced to allow space for an interior cabinet located below the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
2000-0402	1	SS INTRMDT COMPT. DIAMONDPLATE The streetside intermediate compartment is to be fabricated from diamondplate.
2900-0144	1	ADJUSTABLE SHELF STREETSIDE INTERMEDIATE Right of PD and left of divider centered Install diamond plate adjustable shelving in the streetside intermediate compartment. Locate as noted.
2900-0242	1	ELECTRICAL DIVIDER, STREETSIDE INTERMEDIATE 13" from right wall Install a fixed vertical divider in the streetside intermediate compartment 12" from the wall. Locate to isolate the onboard electrical equipment from the remainder of the storage within the compartment.
1000-0308	1	RIGHT SIDE MOUNTED ELECTRICAL EQUIPMENT Install the onboard electrical components on the right side of the streetside intermediate compartment.
2900-0252	1	EXPANDED METAL CAGE, STREETSIDE INTERMEDIATE Install an expanded metal cage around the onboard electrical equipment per location noted above. Include access ports to equipment with grip lock around the edges of the openings.
8000-0145	1	SS WHEELWELL COMPARTMENT, DELETE Vehicle is not equipped with a streetside wheelwell compartment.
2900-1579	1	STREETSIDE REAR COMPARTMENT

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Option	QTY	Description
		The height of the streetside rear compartment is to be 3/4 of the available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
2000-0404	1	SS REAR COMPT. DIAMONDPLATE The streetside rear compartment is to be fabricated from diamondplate.
2900-0216	1	TOOL MOUNTING PLATE; STREETSIDE REAR Install a .25" thick aluminum plate on the back wall of the streetside rear compartment. Plate is to have a D/A finish. Install (2) aluminum 'C' channels to the wall and secure the plate using the 'C' channels.
SR00134947	1	Install a tool mounting plate as big as possible on the back wall of the street side rear. Install (2) "C" channels full height on each side wall for future install of shelving.
2900-1583	1	CURBSIDE REAR COMPARTMENT The height of the curbside rear compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0409	1	CS REAR COMPT. FLAT ALUMINUM The curbside rear compartment is to be fabricated from flat aluminum.
SR00134957	1	CURBSIDE REAR NOTES Install a hat section with removable filter over the lower compartment vent louvers for dust control. Install a drop down backboard retaining arm on the upper left wall. Install the selected 2" retention channels on the left side of the divider. Backboards are 1.75" thick.
2900-0148	2	ADJUSTABLE SHELF CURBSIDE REAR right side of divider, 42" from floor for I/O access Install diamond plate adjustable shelving in the curbside rear compartment. Locate as noted.
2900-4070	1	FIXED VERTICAL DIVIDER, CURBSIDE REAR 16" from right wall Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted above.
2900-2916	2	2" BACKBOARD RETENTION CHANNELS CS REAR Install 2" aluminum channels with molded rubber for storage of backboards in the curbside rear compartment.
2000-0611	1	SWEEP OUT COMPARTMENT FLOOR CS REAR COMPT Curbside rear compartment floor is to be sweep-out style.
8000-0090	1	CS INTRMDT COMPT, DELETE Vehicle is not equipped with a curbside intermediate compartment.
2900-1588	1	CURBSIDE FORWARD COMPARTMENT

Attachment: Fairfield Fire Department 2022-06-02) (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

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Option	QTY	Description
		The height of the curbside front compartment door is to be shortened to allow for a lower battery compartment. See drawings for door dimensions for both doors. Upper right front compartment is to include standard LED strip lighting and a single hinged door. Lower battery compartment includes a single hinged door with no lighting.
2900-1202	1	DRI DECK, RED Red Dri-Deck is to be installed on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.
2900-0113	1	RUBBER WALLS IN BB COMPT, GRAY The interior of the backboard compartment is to be covered with gray rubber matting to protect equipment stored in this area.
PAINT AND GRAPHICS		
5000-0189	1	MODULE PAINT FLNA3051 RED The module body is to be painted a special paint color and paint code as noted above.
5000-0014	1	PAINT PANEL: SAMPLE FLNA3051 RED A painted test panel shall be prepared with the paint color and number noted above,
SR00178560	1	LETTERING COLOR: AVERY ENGINE TURN IMITATION GOLD WITH BLACK SHADE AND WHITE OUTLINE. STYLE: TRIPLET EXTENDED BOLD Shaded Goldleaf Imitation Cab Doors - "MEDIC" (5.25") "31" (5.25") Shaded Goldleaf Imitation Front Face of Body - "MEDIC 31" (4.6") CENTERED ABOVE LIGHT BAR, UPPER MODULE FRONT FACE. Shaded Goldleaf Imitation Streetside of Body - "FAIRFIELD" (8") "FIRE RESCUE" (8") Shaded Goldleaf Imitation Curbside of Body - "FAIRFIELD" (7") "FIRE RESCUE" (7") 6" Shaded Goldleaf Imitation Rear of Body Helvetica Medium - "FAIRFIELD" (5") "FIRE RESCUE" (5") "M" (UPPER STREETSIDE) "31" (UPPER CURBSIDE) !!! "M" AND "31" TO BE (8"). INSTALL CENTERED BETWEEN LIGHTBAR AND CONSPICUITY LIGHTS, PER DRAWING. Ship Loose (4) 4's same size as the 31 for different medic.
SR00134950	1	CUSTOM STRIPE ILO PAINT, STRIPES TO BE SCOTCHLITE. !!! INSTALL (2) "THUNDERBOLT" STYLE STRIPES WITH RADIUS "Z" CORNERS. STRIPE PER PREVIOUS #18728. STRIPE STARTS ON THE CHASSIS HOOD AND WRAPS THE REAR MODULE ABOVE THE RISER. !!! UPPER STRIPE TO BE 6" WHITE SCOTCHLITE WITH A LOWER 2" BORDERING GOLD SCOTCHLITE STRIPE. LEAVE 0.50" PAINT SPACE BETWEEN THE UPPER AND LOWER STRIPES.
5000-0190	3	ACCESS DOORS RED SCOTCHLITE STRIP Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.
INTERIOR FEATURES		
2000-0288	1	ACRYLIC COLOR: LIGHT TINT All acrylic doors to be light tint.
2000-0827	3	COUNTERTOP, GRAY GRANITE Fore and aft of CPR seat, head of bench cabinet reinforced,

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Option	QTY	Description
		Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a polished finish. Color is to be Gray Granite. Locate as noted above.
2000-0592	1	PAINTED STANDARD INHALATION AREA WALLS The main wall action area walls are to be painted to match the remainder of the interior cabinets.
2000-0303	1	INHALATION PANEL, LAMINATE COVERED The inhalation panel is to be fabricated from composite material and covered with laminate to match to color selected.
2000-0457	1	LONCOIN FLECKSTONE BLACK ONYX #150TS The patient area floor is to be covered in Loncoin Fleckstone Black Onyx #150TS.
2000-2101	1	WILSONART FASHION GRAY #D381, RISERS The interior risers are to be made of reinforced structural composite board covered with Wilsonart Fashion Gray #D381 laminate.
2000-0325	1	STAINLESS STEEL LOWER DOOR PANELS Finish lower section of inside patient compartment doors with stainless steel.
2000-2100	1	WILSONART BLACK #1595, ACCENT The interior risers/door panels are to include an accent stripe. Color is to be Wilsonart Black #1595 laminate. Excludes 3-piece stainless steel panels.
SR00134952	1	ACCENT STRIPE NOTE The accent stripe is to extend around the entire interior of the module. Include linen cabinet, pocket door, all front wall sides, curbside walls and risers, walk through door. Cut lower stainless steel lower door panels short for accent stripes. Fabricate all solid hinged doors and drawer fronts from laminate covered material with aluminum edge trim.
2000-0441	1	WILSONART FASHION GRAY #D381, WALLS The interior walls are to be made of reinforced structural composite board covered with Wilsonart Fashion Gray #D381 laminate. This does not apply to areas surrounding the inhalation/CPR seat area.
2000-0667	1	FASHION GREY CABINET COLOR All interior cabinetry is to be painted Fashion Grey.
2000-0709	1	CABINET PAINT TO BE SMOOTH The specified cabinet paint is to have a smooth finish.
2000-0670	1	FLINT GREY VINYL COLOR All seat cushions, backrests and vinyl closeouts are to be covered in Flint Grey colored material.
2000-0328	1	SWIVEL MOUNT BASE FOR USSC ATTENDANT SEAT Install a swivel base for the specified USSC attendant's seat.
2000-0331	1	USSC CHILD, BLACK 4-POINT, FLINT GREY Install a Flint Gray USSC high back bucket seat with integral child safety seat and black 4pt seatbelt with safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.
2000-0680	1	4 POINT SEAT BELT CENTER OF BENCH, BLACK

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Option	QTY	Description
		Install black 4-pt seatbelt with safety vest at the center position of the squad bench.
2000-0681	1	4 POINT SEAT BELT FOOT OF BENCH, BLACK Install black 4-pt seatbelt with safety vest at the foot position of the squad bench.
2000-0683	1	4 POINT SEAT BELT, CPR SEAT, BLACK Install black 4-pt seatbelt with safety vest at CPR seat location.
2000-0605	1	ALUMINUM INTERIOR CABINETS All interior cabinets are to be fabricated from aluminum.
2000-0575	1	CABINET TRIM RADIUSED Install smooth radiused trim molding on all applicable interior cabinets.
2000-0770	1	TECHNIMOUNT LIFEPAK 15 SHELF MOUNT Install a Technimount shelf mount for a Lifepak 15. This mount includes a base plate and is compliant wth Change Notice 10. Reinforce as needed.
SR00178562	1	Horton to provide LifePack solid surface lift for LifePack bracket
2900-0212	1	IV HANGER, CP WITH RUBBER ARM COT FOOT centered see drawing Install a Cast Products recessed IV hanger with rubber arm over the cot foot area.
2900-0207	1	IV HANGER, CP WITH RUBBER ARM BENCH CHEST Per Drawing Install a Cast Products recessed IV hanger with rubber arm over the bench chest area.
2900-0221	1	IV HANGER, CP WITH RUBBER ARM BENCH KNEE aisle edge see drawing Install a Cast Products recessed IV hanger with rubber arm over the bench knee area.
2000-0414	1	GRAB RAIL: (2) 2FT ANTI MIC. OVER COT Per Drawing Install (2) standard style 2' main grab rails with anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.
2000-0569	1	GRAB RAIL: 6FT WITH ANTI-MIC, OVER BENCH aisle edge of bench see drawing Install a standard style 6' main grab rail with anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.
2000-1406	1	VERTICAL RAIL, 2' ANTI-MIC ANTI-SLIP, RIGHT FRONT Install a 2 foot anti-slip grab rail with anti-microbial coating. Locate to the right side just inside the side entry door mounted vertically.
2000-0419	1	PATIENT DOOR GRAB RAILS: ANTI-MICROBIAL Install standard 'V' shaped grab rails with anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
2000-0423	1	CEILING MATERIAL, PLATINUM WHITE COMPOSITE The standard module ceiling material shall be platinum white aluminum composite.
2000-0578	1	FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE Supply and ship loose a five lb ABC fire extinguisher.
2000-0579	1	FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE Supply and ship loose a second five lb ABC fire extinguisher.
2900-0115	1	INVENTORY CONTROL SYSTEMS Sliding door cabinets will have a small footman's loops attached to the trim adjacent to the handle on the door. The handle will be drilled so the security tag can be attached between the trim and the handle so the cabinet cannot be opened without destroying

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Option	QTY	Description
		the inventory tag. Hinged cabinet doors will have a small footman's loop on the door as well as the trim.
SR00134959	1	INVENTORY CONTROL NOTE Install the inventory control system on the two upper main wall cabinets and bench over head cabinet only per drawing.
STREETSIDE CABINETRY		
2000-0337	1	LINEN CABINET Install a standard storage cabinet behind the attendant seat.
2900-1079	1	ADJUSTABLE SHELF MIDDLE 1 LINEN CLOSET Fab and install an adjustable aluminum shelf in the middle section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-1081	1	ADJUSTABLE SHELF MIDDLE 2 LINEN CLOSET Fab and install a second adjustable aluminum shelf in the middle section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-2029	1	SOLID LAMINATE-COVERED LINEN CLOSET DOOR Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.
2900-1070	1	PIANO HINGE FOR LINEN CLOSET TOP DOOR The upper linen cabinet door(s) is/are to use piano style hinge.
2900-1182	1	SOUTHCO LATCH, UPPER LINEN, CHANGE 10 Install a stainless flush mount Southco pull latch on the upper linen cabinet door. Latch to be Change Notice 10 compliant and rated for 25lbs.
2000-0343	1	STREETSIDE WALL WITH CPR SEAT Street side cabinet wall to include a CPR seat.
2000-0310	1	CPR SEAT, 28" WIDTH Streetside CPR seat width to be 28".
2900-4089	1	ANGLED UPPER CABINET, FORWARD OF CPR SEAT The upper cabinet forward of the CPR seat is to be angled with .25" aluminum door and steel catch. The cabinet is to be Change Notice 10 compliant.
2900-4088	1	ANGLED UPPER CABINET, AFT OF CPR SEAT The upper cabinet to the rear of the CPR seat is to be angled with .25" aluminum door and steel catch. The cabinet is to be Change Notice 10 compliant.
2000-2050	1	CUSTOM CABINET, Cabinet 1 Dimensions: 36.50" X 14.75" X 16"D - Location: UPPER REAR MAIN WALL Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1360	1	POLYCARBONATE SLIDING, CHANGE 10, CABINET 1 Cabinet specified above is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch and angled corner brackets.
2900-0412	1	LIFT UP CABINET FRAMES INTERIOR Cabinet 1 Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and vertical latches. The Design is to be compliant with Change Notice 10.
2900-0061	1	INTERIOR ADJUSTABLE SHELIVING Cabinet 1

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Option	QTY	Description
		Install painted adjustable shelving in cabinet #1.
2000-2051	1	CUSTOM CABINET, Cabinet 2 Dimensions: Drawer - Size per drawing - Location: BELOW REAR COUNTER Main wall cabinet #2 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1456	1	DRAWER, PAINTED, Cabinet 2 Install a painted drawer in main wall located per drawing. Drawer is to be Change Notice 10 compliant.
2900-0281	1	LATCH, HINGED DOOR: SOUTHCO SS Cabinet 2 Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2900-0410	1	LIFT UP CABINET FRAMES, UPPER INHALATION CABINET Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and vertical latches. The Design is to be compliant with Change Notice 10.
2000-2058	1	UPPER INHALATION CABINET 12.75"H x 40.75"W x 16"D Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2000-1368	1	POLYCARBONATE SLIDING, UPPER INHALATION, CHANGE 10 Cabinet over inhalation area is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch.
2000-2059	1	LOWER INHALATION CABINET 52.75"W X 12.75"H x 16"D Cabinet below the inhalation area dimensions are to be as noted above. Note that dimensions are I.D.
2000-1369	1	POLYCARBONATE SLIDING, LOWER INHALATION, CHANGE 10 Cabinet below inhalation area is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch.
2000-0344	1	PULL OUT WRITING TABLE Install a pull out writing table below the inhalation counter top. The writing surface is to be positioned for use at the attendant seat location.
SR00134955	1	Install the selected writing table between the top of the lower inhalation cabinet and the inhalation counter top.
2000-0347	1	STORAGE BENEATH THE CPR SEAT Provide a hinged CPR seat cushion with storage located underneath.
2000-0349	1	GAS HOLD OPEN FOR LIFT UP CPR SEAT CUSHION Provide a gas holdopen on the flip-up CPR seat cushion to keep the cushion in the upright position when opened.
2000-0348	1	RECESSED PADDLE LATCH. CPR SEAT Provide a recessed paddle latch in the cabinet riser to secure access to the CPR seat storage area.
CURBSIDE CABINETRY		
2000-0359	1	SQUAD BENCH WITH NO CUPS OR WELLS

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Option	QTY	Description
		Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
SR00177614	1	Fabricate a cabinet at the head of the bench to house (2) drawers that open towards the rear. Drawer size: 11"W X 5"H X 19.5"D ID. Cabinet to have solid surface countertop reinforced for LifePack 15 bracket.
2000-0368	1	HOPS RESTRAINT, BOLSTER, DUAL BOTTLE STORAGE Install a HOPS bolster with vertical pocket for O2 bottle storage in the stepwell area at the head end of the bench. Bottle brackets chosen separately.
2000-0743	1	SINGLE CUSHION SQUAD BENCH The squad bench cushion is to be one piece.
2000-0380	1	BENCH HOLD OPENS: GAS Install gas spring hold opens on squad bench lid.
2000-0585	1	BENCH HOLD-DOWN: PADDLE LATCHES (SINGLE) Install a recessed paddle latch into the squad bench riser to retain the squad bench lid in the closed position.
2000-0382	1	BENCH CUSHION EDGE TRIM: Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
2000-0383	1	BENCH BACK CUSHION: FULL SIZE Install full size bench backrest cushion.
2000-0518	1	S/W, DROP-IN AT HEAD OF BENCH. Install a cabinet in the head end of the bench for sharps waste containers. The lid for the cabinet will have a hinge down flap for disposal of trash. The neck of the sharps will protrude through the top surface of the cabinet. A hinged aluminum lid will be provided for removal of both containers. The containers are to be Horton supplied.
SR00177557	1	INSTALL A 353 STYLE SHARPS/WASTE CABINET AT REAR OF THE SQUAD BENCH PER DRAWING. ACCESS CONTAINERS FROM TOP OF THE CABINET THROUGH A HINGED LAMINATE COVERED ALUMINUM LID. INCLUDE AN INSERT TO HOLD A #2953 SMALL WHITE RUBBERMAID WASTE CAN AND A #185 SHARPS CONTAINER. LOCATE SHARPS INBOARD. INCLUDE A SPRING-LOADED FLAP FOR THE WASTE CONTAINER.
2900-0065	1	BENCH CABINET, HINGED DOORS Fabricate and install a bench ceiling cabinet above the squad bench with lift up 3/8" acrylic doors.
SR00178563	1	Horton to purchase and install a small capacity MedVault and surface mount below the forward overhead cabinet. spec. attached.
2900-1130	2	SOUTHCO LATCH OVERHEAD BENCH CABINET Install stainless flush mount Southco pull latches on the bench ceiling cabinet.
2900-1137	6	COMPRESSION HINGES, OVERHEAD BENCH CABINET

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Option	QTY	Description
		The bench ceiling cabinet door(s) is/are to use compression style hinges.
2900-0136	1	PASS-THROUGH ACCESS, CURBSIDE REAR Provide I/O access into the curbside rear compartment per drawings.
2900-1733	1	CS REAR I/O ACCESS DOOR, HINGED ACRYLIC The compartment pass-through specified above is to have a ½" acrylic vertically hinged door.
2900-0404	3	CS REAR I/O DOOR HINGE, SELF CLOSING STYLE The curbside rear I/O door is to use self-closing style hinges.
2900-0405	1	CS REAR I/O DOOR LATCH, SOUTHCO SS
2000-0395	1	D BOTTLE STORAGE: SQUAD BENCH FACING STEP WELL Provide recessed storage for (2) F.W. bottle brackets in the head of bench recessed through the floor. Access will be provided by an opening in the face of the bench facing the step well. (FW #521 brackets must be selected separately).
SR00134941	1	GLOVE BOX STORAGE, FOOT OF BENCH Fabricate a storage box on the wall over the foot of the bench for storage of (3) boxes of rubber gloves. Provide oval openings in an acrylic continuous hinged door, southco latch for glove access. Pad all sides including front face for protection. Glove box size: 10.5"x 5.5"x 4"
SR00177613	1	Include (2) QRD2 strapless D bottle brackets in the side step well area.
SR00134960	1	CLOCK, DIGITAL W/SECONDS: FOOT OF BENCH Install a Horton large face digital 12/24 hour clock with seconds display. INSTALL A LARGE FACE DIGITAL CLOCK WITH SECONDS SURFACE MOUNTED ON THE CURBSIDE REAR FORWARD FACING WALL ABOVE THE GLOVE BOX. INCLUDE PADDING ON ALL SIDES.
FRONT WALL CABINETRY		
SR00134943	1	FRONT WALL CABINET NOTES Invert bottom shelf of front wall cabinet so there is no lip. Accent stripe on bottom doors.
2900-0073	1	FRONT WALL CABINET: FLAT ALUM PAINTED The front wall cabinet shall be arranged per drawing. Additional configuration information may follow. Cabinet interior is to be painted to match the interior cabinet color.
2900-1006	2	SOLID HINGED DOORS, Upper front wall Cabinet specified above is to have two solid vertically hinged doors.
2900-1022	2	SOUTHCO FLUSH SS PULL LATCH TOP FRONT WALL DOOR

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Option	QTY	Description
		Install stainless flush mount Southco pull latches on the selected hinged doors on the upper front wall cabinet.
2900-1017	6	SELF CLOSING HINGES TOP FRONT WALL CABINET The upper front wall cabinet door(s) is/are to use self-closing style hinges.
2900-1038	1	ADJUSTABLE SHELF, UPPER FRONT WALL TOP CABINET Fab and install an adjustable aluminum shelf in the upper section of the front wall cabinet as noted. Shelf is to match the cabinet interior.
2900-1039	1	FIXED SHELF FRONT WALL MIDDLE CABINET Fab and install a fixed aluminum shelf in the center section of the front wall cabinet as noted. Shelf is to match the cabinet interior.
2900-1042	1	ADJUSTABLE SHELF, LOWER FRONT WALL CABINET Fab and install an adjustable aluminum shelf in the lower section of the front wall cabinet as noted. Shelf is to match the cabinet interior.
2900-1013	2	SOLID HINGED DOORS, Lower front wall Cabinet specified above is to have two solid vertically hinged doors.
2900-1032	2	SOUTHCO SS PULL STYLE LATCH LOWER FRONT WALL DOOR Install stainless flush mount Southco pull latches on the selected hinged doors on the lower front wall cabinet.
2900-1021	6	SELF CLOSING HINGES LOWER FRONT WALL CABINET The lower front wall cabinet door(s) is/are to use self-closing style hinges.
2000-1404	1	CAB TO MODULE PASSTHROUGH WINDOW Provide a sliding pass-through window between the patient area and the chassis cab on the cab side.
2900-0038	1	CROSSOVER ELECTRICAL CABINET A crossover cabinet is to be installed above the walkthrough/passthrough and is to include a solid hinged door and Southco stainless flush pull latch. Install vehicle electrical system at this location. Cabinet includes an LED light.
SR00134971	1	CROSS OVER NOTE INSTALL ELECTRONICS IN CROSS OVER CABINET. INSTALL WITH COMPRESSION HINGES. INSTALL TWO REPORT LIGHTS ON CEILING. MOUNT I4G MODULES TO ACCOMMODATE (2) REPORT LIGHTS.
COT MOUNT		
SR00173032	1	Horton to purchase and install Ferno cot mount part # ILFM95UFPDC, fastener, adapter, floor plate and DC charger.
SR00173034	1	HORTON TO PURCHASE ATTACHED PARTS AND INSTALL FOR A INFX COT IN CENTER POSITION. INSTALL 10" WIDE COT WHEEL FLOOR PLATES FROM THE REAR THRESHOLD TO 2" FORWARD OF THE FRONT WHEELS. LOCATE FOR CENTER POSITION.
VISUAL WARNING		

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Option	QTY	Description
3000-1231	1	FRONT LIGHTBAR Install a front lightbar as noted.
SR00134969	1	INSTALL A CUSTOM REAL TIME 2D RX2700CC LIGHT BAR ON CAB ROOF. See file in V drive for lay out. (CI38877)
3000-0037	1	LIGHT BAR MOUNT: CAB ROOF Install the selected front lightbar on the cab roof.
3000-1232	1	REAR LIGHTBAR Install a rear lightbar as noted.
SR00134933	1	Install a 4500 series 86" rear lightbar on rear face of module. [R][W][R][LL][A][A][LL][R][W][R] ICC lights are in the lightbar
3000-0043	1	LIGHT BAR MOUNT: REAR FACE OF BODY Install the specified rear lightbar on the rear face of the body.
3000-1807	1	WIG WAG HEADLIGHTS, INTERNATIONAL Install wig wag headlight flasher. Provide a dedicated switch in the front control panel. Deactivate with high beams and in secondary mode.
3000-1027	2	900 SERIES LED, RED/RED LENS Front body face, upper corners Install Whelen 900 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges.
3200-1027	2	900 SERIES LED, RED/RED LENS Streetside upper corners Install Whelen 900 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges.
3300-1027	2	900 SERIES LED, RED/RED LENS Curbside upper corners Install Whelen 900 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges.
3000-0141	1	FLASH PATTERN, DOUBLE A, B, C, D Program the emergency lighting flash pattern to Double A/B/C/D.
3500-1062	2	700 SERIES LED, RED/RED LENS Over rear wheel wells Install Whelen 700 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges.
3000-5109	1	Chevron Style Lighting Red/Amber Install 12" LED light strips with bezels on the rear of the body five (5) per side. Lights are to be installed at an angle to mimic a chevron pattern. To include (3) red and (2) amber on either side of the rear doors in an alternating pattern.
3000-0793	1	RED/RED LENS 700 LED GRILLE, BOTTOM Install (2) Whelen 700 Series red LEDs with red lenses in the lower chassis grille. To include bezels where applicable.
3000-1255	1	RED/RED LENS 400 LED INT. LIGHTS

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Option	QTY	Description
		Install (2) Whelen 400 Series red LED lights with red lenses on the chassis fenders. To include bezels and weather proof plugs.
AUDIBLE WARNING		
2000-0434	1	AIR HORNS: OEM ON HOOD, WITH CHASSIS The chassis is to include OEM airhorns.
SR00134953	1	SIREN AND SPEAKERS HORTON TO PURCHASE AND INSTALL (2) CODE 3 MODEL: #3672 SIRENS. INCLUDE FOLLOWING OPTIONS WITH EACH SIREN: -MICJACK WITH QUICK CONNECT PLUG IN JACK. -NC-MIC (STANDARD NOISE CANCELLING MICROPHONE) INSTALL AN A/B SWITCH SO THAT EACH SIREN WILL DRIVE BOTH FRONT BUMPER SPEAKERS. SUPPLY AND INSTALL SA3803 SPEAKERS IN THE FRONT BUMPER.
NON-EMERGENCY LIGHTING		
SR00134945	1	PROGRAM, LIGHTING PROGRAM ALL LED LIGHTS INCLUDING GRILLE AND INTERSECTION FOR A RAPID DOUBLE FLASH PATTERN. SHUT DOWN FRONT AND REAR LIGHT BARS IN SECONDARY MODE. RETAIN ALL BODY WARNING LIGHTS IN SECONDARY EXCEPT WIG-WAGS. INSTALL A WHITE LIGHT CUT OFF SWITCH IN THE FRONT CONTROL PANEL TO CANCEL FRONT AND REAR LIGHT BARS WHITE LIGHTS AND THE WIG-WAGS. LIGHTS TO DEFAULT TO NORMAL OPERATION WITH MASTER SWITCH RESET. PROGRAM TO ACTIVATE BOTH FRONT AND REAR SIDE SCENE LIGHTS IN REVERSE WITH LOAD LIGHTS. INSTALL A BUTTON ON MAIN I4G SCREEN TO TURN ON FLOOD LIGHTS ON FRONT LIGHT BAR.
3000-0207	1	KKK SIDE BODY MARKER LIGHTS, 700 SERIES LED (PAIR) Install red Whelen 700 series LED turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. Lights do not flash with warning lights. Includes chrome flanges.
3000-0217	1	LED EXTERIOR COMPARTMENT LIGHTING Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.
3000-0221	1	ROLLED ICC MARKER LIGHTS Install standard rolled marker lights along the upper corner post front and rear. Do not install in cases where there are already ICC marker lights installed on a specified lightbar.
3000-0224	1	RUNNING BOARD LIGHTS, WHELEN PAR 16 L.E.D.

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Option	QTY	Description
		Install a pair of Whelen PAR 16 LED lamps with chrome flanges in the stainless steel stone guard above each running board, one per side. Wire to the chassis door switch and illuminate the step/running board.
3000-3834	1	LIGHTED DOOR HANDLES, BLUE Install blue LED lights in the module door handles. Lights to activate with marker lights 'on' and vehicle in 'Park'.
3000-0235	1	SCENE LIGHTS, 900 SERIES, LED, SS FRONT Install a Whelen 900 Series L.E.D. side scene light with chrome flange on the upper streetside forward area of the body.
3000-0736	1	SCENE LIGHTS, 900 SERIES, LED, SS REAR Install a Whelen 900 Series LED side scene light with chrome flange on the upper streetside rearward portion of the body.
3000-0743	1	SCENE LIGHTS, 900 SERIES, LED, CURBSIDE FRONT Install a Whelen 900 Series LED side scene light with chrome flange on the upper curbside forward portion of the body.
3000-0757	1	SCENE LIGHTS, 900 SERIES, LED, CURBSIDE REAR Install a Whelen 900 Series LED side scene light with chrome flange on the upper curbside rearward portion of the body.
3000-1753	1	RED/AMBER WARNING, TOP, SIDE ACCESS DOOR Install a Tecniq red/amber split L.E.D. light strip on the upper curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash (alternate colors) when the access door is open, and the emergency lighting is activated.
3000-1763	1	RED/AMBER WARNING, BOTTOM, SIDE ACCESS DOOR Install a Tecniq red/amber split L.E.D. light strip on the lower curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash (alternate colors) when the access door is open, and the emergency lighting is activated.
3000-1758	1	RED/AMBER WARNING, TOP, REAR ACCESS DOORS Install Tecniq red/amber split L.E.D. light strips on the upper rear module access door inner panels, one (1) per door. Installation will be near flush with the inner door panels. The light strips are to flash (alternate colors) when the access doors are open, and the emergency lighting is activated.
3000-1768	1	RED/AMBER WARNING, BOTTOM, REAR ACCESS DOORS Install Tecniq red/amber split L.E.D. light strips on the lower rear module access door inner panels, one (1) per door. Installation will be near flush with the inner door panels. The light strips are to flash (alternate colors) when the access doors are open, and the emergency lighting is activated.
3000-0649	1	AMBER WARNING LIGHT, TOP, STREETSIDE INTERMEDIATE Install a Tecniq Amber L.E.D. light strip on the upper streetside intermediate compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0650	1	AMBER WARNING LIGHT, TOP, STREETSIDE REAR

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Option	QTY	Description
		Install a Tecniq Amber L.E.D. light strip on the upper streetside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0645	1	AMBER WARNING LIGHT, TOP, CURBSIDE FRONT Install a Tecniq Amber L.E.D. light strip on the upper curbside forward compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0647	1	AMBER WARNING LIGHT, TOP, CURBSIDE REAR Install a Tecniq Amber L.E.D. light strip on the upper curbside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-1441	1	TAIL LIGHTS, 600 L.E.D. LED REVERSE HORIZ MOUNTED Install Whelen 600 series LED stop/tail, turn, and reverse lights. Install the stop/tail and reverse lights in the rear riser/kick plate with brake/tail outboard. Install the turn signals above in the rear body panels. Lights to include chrome flanges.
ELECTRICAL		
SR00134931	1	Provide/Install (2) 12V positive wires and (2) 12V negative wires inside the console. Hot at all times. Each should be 5' long
SR00134932	1	CUSTOMER SUPPLIED KNOX BOX INSTALL A CUSTOMER SUPPLIED KNOX BOX KEY RECEPTACLE ON A DIAMOND PLATE CLOSE-OUT / HAT SECTION ON THE CAB FLOOR TO THE REAR OF THE CONSOLE PER PHOTOS IN ELECTRONIC FILE. INSTALL A CUSTOMER SUPPLIED KNOX MED VAULT BOX IN BACK OF UPPER PORTION OF FRONT WALL CABINET,OUTBOARD. PER PHOTOS IN ELECTRONIC FILE. PROGRAM SYSTEM DISPLAY TO READ "KNOX BOX KEY" OR "KNOX BOX MED VAULT", AND SOUND AN AUDIBLE WARNING WHEN THE KEY IS REMOVED FROM THE RECEPTACLE. DISPLAY READ-OUT AND TONE TO STAY ACTIVE UNTIL KEY IS RETURNED TO THE KNOX-BOX OR MED VAULT DOOR CLOSED. WIRE BATTERY HOT
3000-0018	1	ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
3000-0019	1	ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
3000-0022	1	ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES

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Option	QTY	Description
		The specified power door locks are to be wired to the chassis OEM door lock switches.
3000-0454	1	ELECTRIC DOOR SWITCH, TOUCH PAD, SIDE ACCESS The specified power door locks are to include an exterior programmable touch pad system located near the side access door.
SR00134964	1	ELECTRIC DOOR SWITCH, TOUCH PAD, FRONT BODY FACE The specified power door locks are to include an exterior programmable touch pad system located front face of body on streetside per drawing. Install programmable touch pads (1) street side module face per drawing and (1) curbside module body, rear of the side entry door. Program unlock code to "45014"
3000-0026	1	REAR RADIO SPEAKERS OVER REAR DOORS Install two (2) rear AM/FM radio speakers in the patient compartment over the rear doors. Provide volume control in the rear switch panel.
3000-0282	1	ELECTRICAL SYSTEM Install the Intelliplex i4G electrical system. System is to include a USB port installed under the dash for ease of programming.
3000-0305	1	INPOWER BATTERY SWITCH, WITH WAKE BUTTON 5 min. Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
3000-0308	1	CHARGER/POWER SUPPLY: 80 AMP Install an 80 amp battery conditioner with ground fault protection shall be installed in the designated electrical equipment area. Conditioner to be wired to the batteries through the shoreline inlet.
3000-0310	4	110V INTERIOR OUTLET 1 forward and 1 rear Inhalation Area, 1 telemetry area, 1 front wall upper left corner Install a 110V outlet(s) as noted.
3000-0549	5	INTERIOR 12VDC OUTLETS: CL TYPE/USB 1 forward inhalation, 1 rearward inhalation, 1 telemetry area, 1 front wall upper left corner, 1 console between cup holders Install a 12VDC cigarette style/USB outlet(s) as noted. Wire battery hot.
3000-1467	1	SHORELINE 1, 30A SUPER AUTO EJECT, RED Mount a Kussmaul Super Auto Eject 30 amp shoreline inlet in the standard location. Cover is to be red.
3000-1500	1	PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.
SR00134954	1	SHORELINE INDICATOR 1: Install an indicator pilot light to show power to A.C. circuits and presence of activated primary shoreline. Install a Tecniq S21-RR-00-1 light with chrome flange and gasket as the indicator light.

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Option	QTY	Description
3000-0327	1	EXTRA 12VDC CIRCUIT BREAKER: INTERMEDIATE COMPT An extra circuit breaker shall be installed in the streetside intermediate compartment.
3000-0332	1	REPORT LIGHT, LED Install a 12" LED report light on the action wall to light the counter area.
3000-0344	1	STEP WELL LIGHT VISTA LED Install a 10.5" LED Vista light strip in the standard location on the bench side of the step well. Light to activate with door open.
3000-0346	1	2.5" CAB CEILING LIGHTS, WHITE/RED LED Install (2) combination white/red LED dome lights in the cab headliner. Locate one light over the driver and one light over the passenger. Wire to a switch in the front control panel and provide 'OFF', 'CLEAR' and 'RED' selections.
3000-0359	7	PATIENT CEILING DOME LIGHTS WHELEN LED Install Whelen 80C0EHCR LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.
3000-0362	1	LUMALIER #ADU-136 UV DISINFECTANT SYSTEM Install a Lumalier #ADU-136 UV disinfectant light over the rear doors in the patient area. Wire to operate on a timer with the door closed via a switch on the vehicle exterior. The system is to deactivate if a door is opened.
3000-0522	1	3 SWITCH PANEL BOLSTER FACE STEP WELL Install an i4G 3-switch control panel on the bench bolster facing the stepwell.
3000-2100	1	TIMER, DOME LIGHTS. STEPWELL Install an electronic momentary touch timer switch in the specified I4g switch panel on the side of the bolster facing the side stepwell. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
SR00134946	1	ELECTRONIC PRIVACY WINDOW SWITCH, BOLSTER FACE Install a electronic privacy window switch in the bolster face control switch panel.
3000-0525	1	3 SWITCH PANEL REAR DOOR PANEL Install an i4G 3-switch control panel on the right rear entry door panel.
3000-2103	1	TIMER, DOME LIGHTS, REAR DOOR PANEL Install an electronic momentary touch timer switch in the specified I4g switch panel on the right rear door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-5042	1	DUMP OVERRIDE, i4G, REAR DOOR PANEL Install the dump override switch in the panel selected for the right rear entry door inner panel.
3000-5062	1	LOAD LIGHT SWITCH, i4G, REAR DOOR PANEL Install load light control switch in the panel selected for the right rear entry door inner panel.
3000-0378	1	SECURITY IDLE SYSTEM, INTERNATIONAL Install a security idle system. To include horn activation feature.
3000-0007	1	BACKUP ALARM RESET, MOMENTARY

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Option	QTY	Description
		Install a back-up alarm and provide a momentary backup alarm reset button on the front console.
SR00134949	1	CAMERA MONITOR AND CAMERAS Install a ASA #AOM713WP monitor on the underside of the overhead chassis console closeout panel. Include 2 cameras CAMERA LOCATION: OVER REAR DOORS, EXTERIOR CAMERA LOCATION: OVER REAR DOORS, INTERIOR
PROGRAMMING		
SR00134961	1	PROGRAM, DOOR WARNING LIGHTS Program the compartment door lights and entry doors to flash with door open regardless of module disconnect status.
6000-0001	1	LIGHT PROGRAMMING: SIDE REAR SCENE The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.
6000-0002	1	LIGHT PROGRAMMING: RIGHT SIDE SCENE The right side scene lights shall come "on" when the side patient door is opened.
6000-0003	1	LIGHT PROGRAMMING: LOAD LIGHT Program the rear load lights to activate with transmission reverse plus the standard mode of operation.
6000-0018	1	WHITE LIGHT CUTOFF SWITCH Provide a switch in the front control panel to deactivate all forward facing white lights. This includes wig wag flashers if ordered.
6000-0006	1	PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.
6000-0007	1	LIGHT PROGRAMMING: PARK BRAKE Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.
6000-0011	1	BRAKE ACTIVATED CHEVRON LIGHTING The specified red chevron style lighting on the rear of the vehicle is to switch to steady burn with the brake light circuit. The warning light function is to override this feature.
6000-0012	1	TURN SIGNAL ACTIVATED CHEVRON LIGHTING The amber conspicuity/chevron lighting is to wired to operate as auxiliary turn signals when not in warning mode.
6000-0009	1	LIGHT PROGRAMMING: CAB LIGHT CONTROL The selected rear patient area dome lights are to be controlled through switching provided on the front control panel in addition to standard.
6000-0017	1	SIDE MARKER LIGHT PROGRAMMING

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Option	QTY	Description
		The selected side body marker lights are to be programmed to flash with the emergency lighting. Turn signal function is to override this programming.
3000-1269	1	MODULE DISCONNECT, DEFAULT TO "ON" Program the Module Disconnect to 'On' with battery activation.
HVAC		
3000-3005	1	AUX.CONDENSER, FRAME MOUNT, INT. There shall be an auxiliary exterior condenser installed between the frame rails under the body.
3000-4030	1	12V HVAC, DUCTED ABOVE CABINET WALL Install a ProAir Pre-charged 12V heat/AC system with brushless motor above the #1 compartment at the forward end of the main wall. Duct the system over the main wall.
2000-0435	1	VENT CAST PAINTED NFPA STYLE Install an NFPA style venting system to include a 400cfm exhaust fan along with a static vent. Install 9.5" square cast covers on both vents per drawings. Covers to be painted body color.
RADIO		
3000-0432	1	ANTENNA COAX 1 Start: Cab Console, End: Front Center of Mod Roof An RG 58U coax shall be installed terminating as noted above.
SR00173033	1	Install customer supplied GPS antenna and coax from center of mod roof to cab console. Install customer supplied antenna and coax from rear center of mod to cab console.
3000-0434	1	3/8" NMO MOUNT COAX 1 Supply and install a 3/8" NMO mount in conjunction with specified coax #1.
3000-0438	1	RADIO HEAD PRE-CUT: FRONT customer provided 800 MHZ radio Provide a radio head pre-cut in the front console faceplate. Radio head model is noted.
SR00134938	1	CONSOLE, LINE-X, W/MAP STORAGE, INTERNATIONAL Fabricate and install an aluminum cab console and spray with black Line-X material. Console is to include three (3) map/book slots at the rear of the console. INSTALL CONSOLE 4" BACK FROM CHASSIS DASH. CUP HOLDERS ARE TO BE INSTALLED IN A REMOVABLE PANEL. SUPPLY AND INSTALL A DUAL VSS-USB USB PORT ON PASSENGER SIDE OF CONSOLE.
1000-0179	1	CUP HOLDERS, 2-TIER Install two (2) two-tier style cup holders recessed into the console.
3000-5157	1	POWER TERMINAL, DUAL, INSIDE CONSOLE Install three (3) 10 gauge 30 amp cables to positive and ground studs for radio power. Wire one constant hot, one battery switched, and the third as a ground.

Attachment: Fairfield Fire Department 2022-06-02) (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

Spec Writer: John Cox

Spec Designer: Chris Haggy

19757 Fairfield Fire Department

Option	QTY	Description
SR00173031	1	Run 12V prewire hot and switched to front of console coiled up for future radio charger.
SR00178565	1	INSTALL (2) CUSTOMER SUPPLIED PORTABLE SSCOR UNITS AND CHARGERS IN THE INHALATION AREA, per drawings. WIRE CHARGERS FOR 12V FOR OPERATION.
OXYGEN		
4000-0014	1	O2 BOTTLE BRACKET: ZICO OTS ELECTRIC Install a Zico OTS electrically operated oxygen bracket/lift for an 'M' bottle. Locate in the streetside forward compartment. Locate control for lift in the corresponding compartment door. Includes compartment buildout.
4000-0015	1	REMOTE CONTROL: ZICO BOTTLE LOADER The specified electric oxygen cylinder mount/lift is to include a (2) button remote control mounted to the door of the O2 comp[artment].
4000-0021	3	O2 OUTLET, NCG STYLE Inhalation area, ceiling over head of cot, wall at head of bench Install O2 outlets per instructions above. Outlets to be NCG style.
4000-0024	2	FLOWMETER: DIAL TYPE Supply dial type flowmeter.
4000-0025	1	OXYGEN WRENCH Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
CERTIFICATIONS		
7000-0001	1	KKK-A-1822F CERTIFICATION LABEL The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

Attachment: Fairfield Fire Department 2022-06-02) (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HORTON EMERGENCY VEHICLES CO. FOR THE PURCHASE OF A HORTON AMBULANCE TO BE USED BY THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Horton Emergency Vehicles Co. for the purchase of Horton Ambulance to be used by the Fire Department in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Horton Emergency Vehicles Co-Ord

Attachment: Horton Emergency Vehicles Co-Ord (3237 : Purchase of Horton Ambulance to Replace #8-M33B (Fire))



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract extension for disposal of lime residuals from City's Water Plant

Legislation Title:

Ordinance to authorize the City Manager to enter into a three (3) year contract extension with City option for two (2) additional one (1)-year terms with Synagro (formerly LimeCorp, LTD; formerly Reagent Technologies) for the transport and disposal of lime residuals from the City's Water Treatment Plant and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a three (3) year contract extension with City option for two (2) additional one (1)-year terms with Synagro for the transport and disposal of lime residuals from the City's Water Treatment Plant.

Background/Synopsis:

The Public Utilities Department is requesting authorization for the City Manager to enter into a contract extension with Synagro (formerly LimeCorp, LTD; formerly known as Reagent Technologies, LLC) for the transport and disposal of lime residuals generated at the City's Water Treatment Plant. Lime residuals are generated at the Plant as a by-product of the water softening process.

The City's Water Treatment Plant generates roughly 4,000 dry tons of lime residuals each year as a by-product of the water softening process. Lime residuals are stored in three (3) onsite lime sludge lagoons, where the material dries to a semi-solid state. The lagoons must be cleaned out regularly to ensure adequate storage capacity so that the water treatment process is not interrupted.

In August 2013 the City prepared for competitive bidding a lime residuals disposal contract. The contract documents specified that the "lime residuals will be delivered for beneficial reuse as a flue gas desulfurization reagent at a coal burning electrical power generating facility". The contract was awarded to Reagent Technologies, LLC whose cost per ton for lime residuals disposal was 1/3rd the cost of the only other bidder. The contract with Reagent (then known as LimeCorp; now Synagro) was then extended via City Council approval in 2016, and again in 2019. The extension terms expire in August 2022. Due to the circumstances, rebidding would not likely result in lower pricing.

Fairfield's Public Utilities Department, Water Division, desires to continue to use Synagro for lime residuals disposal because:

1. The City wants its residuals to be beneficially reused as a flue gas desulfurization agent (which neutralizes harmful air emissions from coal-fired power plants and prevents acid rain);
2. Synagro maintains an exclusive agreement with Dynegy to supply all lime residuals within a 75-mile radius to its Miami Fort Power Station (North Bend, OH) for this purpose, and Fairfield's Plant is located 25 miles from the Miami Fort Power Station; (see attachment) and,
3. Synagro offers the most economical lime residual disposal option available in the area.

Due to these reasons, the Water Division proposes to extend the contract with Synagro for the transport and disposal of lime residuals through a three (3) year contract extension, with City option for two additional one-year terms, with costs and other terms and conditions as outlined in the attached "Lime Residuals Management Project: Extension Terms".

Financial Impact:

The contract extension(s) will be formalized by contract change order, in accordance with City Finance Policy. The disposal of lime residuals is included in the annual operating budget for the Water Division; no additional appropriation is required.

Emergency Provision Explanation:

Emergency provision is necessary to provide uninterrupted disposal services for this material in an environmentally-beneficial and fiscally-responsible fashion, and to secure favorable pricing.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Fairfield_lime extension terms signed 05112022
2. Dynegy exclusivity clause-Limecorp
3. Synagro-Ord

City of Fairfield / Synagro (formerly Lime Corp; formerly Reagent Technologies)

Lime Residuals Management Project: Contract Extension Terms

4/28/2022

The current contract (2013-22) between the City of Fairfield and Synagro (formerly Lime Corp) for lime residuals hauling and disposal will expire on August 7, 2022. Both parties desire to extend the contract with, the following modifications:

Pricing

\$38.85 / dry ton with CPI increase annually, effective August 8 (August to August CPI-U, Midwest)

Term

3-year extension, with two (2) one-year options

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – Midwest PADD 2) is at, or exceeds, \$4.90 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest PADD 2 as published by the U.S. Department of Energy's Energy Information Administration and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note¹	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$0.149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

Notification / Termination Provisions

Contract will remain in full force and effect in accordance with the terms outlined herein, until / unless the residual materials can no longer be delivered to the Dynegy Miami Fort Power

Generating Station due to Station closure. In the event of Station closure, Synagro will, if possible, provide 180 days advanced notice to the City so that the City may explore other methods of lime residuals disposal.

Contract Provisions

TO BE ADDED AT END OF SECTION 12

Contractor shall submit to City an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. City shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, City agrees to promptly pay any undisputed amounts.

TO BE ADDED AS SECTION 13

Relief for Force Majeure/Uncontrollable Circumstances; Change in Law Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

In Agreement of the above-referenced terms and conditions:

Scott Keith Signature

Scott Keith Name

Area Director Title

Synagro Company

5/11/22 Date

**Schedule A-1
Statement of Work**

This Schedule A-1 (this "SOW"), effective as of January 1, 2020 (the "SOW Date"), is entered into by and DYNEGY MIAMI FORT, LLC, a Delaware Company ("Company") and LIMECORP, LTD an Ohio LLC ("Contractor"), pursuant to the terms and conditions of the Contract for Services and Products, Contract Number M1987921, dated as of January 1, 2020, between Company and Contractor, as amended or otherwise modified to date (the "**Agreement**"). Capitalized terms used but not otherwise defined in this SOW shall have the meanings specified for such terms in the Agreement.

1 Description of Services and Products. Contractor shall provide the following Services and Products under this SOW:

This Agreement sets forth the terms and conditions under which Buyer will purchase from Supplier residual lime meeting the Specifications set forth in Exhibit A to be used in the limestone slurry tanks (the "Product") at the Miami Fort Power Station located in North Bend, Ohio (the "Station"); provided however, Buyer shall not be required to purchase or accept any minimum quantity of Product from Supplier at any time during the Term of this Agreement. Supplier shall be granted, within a 75-mile radius of the Station (the "Exclusivity Zone"), the exclusive right to supply Buyer with Product for use at the Station. For avoidance of doubt, Buyer shall not be restricted from purchasing Product outside the Exclusivity Zone. In the event that Buyer requires Product at the Station in excess of the Maximum Volume (the "Excess Volume"), as determined in Buyer's sole discretion, then Buyer shall be free to obtain such Excess Volume from any supplier or source available to Buyer (including any supplier or source within the Exclusivity Zone) without penalty to Buyer.

Quality. All Product sold and purchased hereunder shall conform to the specifications set forth in Exhibit A (the "Specifications"). Supplier shall take samples of each Shipment delivered hereunder at the Delivery Point. Samples shall be taken in such a manner that they are representative of the Product delivered by truck (EPRI Method A1 is incorporated by reference). At the end of each day, Supplier shall combine the samples from each Shipment into one composite sample. The composite sample should be at least five (5) pounds (2,300 grams). Supplier shall retain a sample split for at least thirty (30) days. Buyer shall have the right to have a representative present at any time to observe the sampling. Supplier's analysis shall include an analysis of all the Specifications, and shall determine the quality of Product shipped. In the event of a disagreement over the analysis and upon Buyer and Supplier selecting a mutually agreed upon independent laboratory, Supplier shall provide the retained sample to the independent laboratory for analysis. Such independent laboratory analysis shall be accepted as the quality of the Product received. The cost of the independent analysis shall be equally shared between Buyer and Supplier.

All Product sold and purchased hereunder shall be produced, processed, and delivered from (i) the City of Hamilton, Ohio Water Treatment Plant - South Plant, (ii) Fairfield, Ohio, (iii) Glendale, Ohio, (iv) Cincinnati, Ohio or (v) Wyoming Ohio (each, a "Source"). Any material changes to the water treatment process at a Source or to the

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT EXTENSION WITH AN OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS WITH SYNAGRO (FORMERLY LIMECORP, LTD.; FORMERLY REAGENT TECHNOLOGIES) FOR THE TRANSPORT AND DISPOSAL OF LIME RESIDUALS FROM THE CITY'S WATER TREATMENT PLANT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a three (3) year contract extension with an option for two (2) additional one (1) year terms with Synagro (formerly LimeCorp, Ltd.; formerly Reagent Technologies) for the transport and disposal of lime residuals from the City's Water Treatment Plant in accordance with the amended contract on file in the office of the City Manager. This contract extension is authorized as an emergency without competitive bidding in order to maintain current services at favorable pricing.

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 uninterrupted disposal services for this material in an environmentally-beneficial and fiscally-responsible fashion be maintained, and to secure favorable pricing; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

Attachment: Synagro-Ord (3226 : Contract extension for disposal of lime residuals from City's Water Plant)

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

Clerk of Council

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

Attachment: Synagro-Ord (3226 : Contract extension for disposal of lime residuals from City's Water Plant)



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract and Appropriations for building improvements at Public Utilities facilities

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for various building improvements at Public Utilities facilities, and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with Prodigy Building Solutions LLC, West Chester, Ohio, and appropriate project funding in the amount of \$471,000.00 for various building improvements at Public Utilities facilities. Rules suspension is requested in order to expedite the project.

Background/Synopsis:

This project will result in the replacement, upgrade and/or installation of various mechanical systems and equipment at City Public Utilities facilities.

Specifically, this project will:

1. Replace one (1) primary waste gas-fired hot water boiler at the City's Wastewater Treatment Plant;
2. Replace two (2) HVAC (heating, ventilation, and air conditioning) split systems at the City's Wastewater Treatment Plant (Administration 1 building);
3. Install one (1) new HVAC ductless split system at the City's Water Treatment Plant (North High Service pumping room);
4. Install new masonry wall at the City's Water Treatment Plant (North High Service pumping room); and
5. Replace one (1) HVAC ductless split system at the City's Water Treatment Plant.

This project will be performed by Prodigy Building Solutions LLC, West Chester, Ohio via contracts held with The Ohio Purchasing Council (TOP-C). The City of Fairfield is a member of TOP-C, utilizing Ohio Revised Code Title I, Chapter 167, which allows for the purchase of contract items through a Regional Councils of Governments operated by or through a governing body recognized by the State of Ohio. The Ohio Purchasing Council (TOP-C) was formed in 2021 by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. TOP-C Contract #2021-006-001B (Building and Facility Trade Equipment and Maintenance Services) was

used by Prodigy Building Solutions to provide project costs. The City of Fairfield joined TOP-C via City Council Resolution #5-22, as approved 2/28/2022.

Financial Impact:

A contractual appropriation is requested for Prodigy Building Solutions LLC in the amount of \$471,000.00 including minor contingency. Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP).

Project funding will be directed as follows:

- \$336,000.00 for item #1 above (boiler at WWTP) – from Project Number 2WW17 ‘Primary Boiler Replacement’. The funding source is the Sewer Surplus Fund.
- \$45,500.00 for item #2 above (HVAC at WWTP) – from Project Number 2WW13 ‘Building Improvements’. The funding source is the Sewer Replacement and Improvement Fund.
- \$89,500.00 for items #3, 4, and 5 above (HVAC and masonry work at WTP) – from Project Number 2WT15 ‘Building Improvements’. The funding source is the Water Replacement and Improvement Fund.

Emergency Provision Explanation:

Emergency Provisions and Rules Suspension are being requested to facilitate the purchase of the material in order to complete this project in 2022 due to supply chain challenges and pricing volatility.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Fairfield WW Proposal 6-7-22
2. Prodigy Building Solutions LLC-ord

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
 DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Adam Sackenheim
 Public Utilities Director, City of Fairfield
 5350 Pleasant Avenue
 Municipal Building Room 113
 Fairfield, OH 45014

Date: June 7, 2022**Job Name:** Fairfield Water Works HVAC Replacements**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** TOP-C Unit Price Contract: 2021-06-001b

PROPOSAL SCOPE OF WORK

Project Address

Fairfield Wastewater Treatment Plant - 4799 Groh Lane, Fairfield, OH 45014
 Fairfield Water Works Plant - 5021 Groh Lane, Fairfield, OH 45014

Scope Overview

Replace (1) methane fired boiler at the Wastewater Treatment Plant
 Replace (2) split systems for the offices at the Wastewater Treatment Plant
 Replace (1) ductless split system for the exercise room at the Water Works Plant
 Install North High Pump Room wall and mechanical work at the Water Works Plant

Replace Methane Fired Boiler at Wastewater (Pricing Good Until June 9th, After that approximately 10%-15% increase on boiler)

Scope Details

Materials Provided:

Qty (1) Superior – 4-Pass Wetback Hot Water Boiler

4-Pass Wetback, 30 PSIG, 80 BoHP, Section IV, Water, Trim to Include:

- Low Water Cut-Off, 250psig, Probe, Manual
- Auxiliary Low Water Cut-Off, 250psig, Probe in shell, Manual w/Test Feature
- Reflex Gauge Glass
- Brass Water Column Piping
- Shunt Pushbutton around Low Water Cut-Off
- Aquastats: Operating, 100 -240F; Limiting, 130-250F; Modulating, 160-260F
- Low Fire Hold Water Section IV
- Water Temp Gauge, 5.0", 50-300F
- Water Pressure Gauge, 30psig, 6.0", 0-60#
- Stack Thermometer, 3" Dial, 6" Stem
- Drain Valve, 2.00", 200psig, Mounted
- Flanged Stack Connection
- Junction Box w/Seal Tite, NEMA 4
- Safety Valves
- Power Flame Fireye Controller or Honeywell Equivalent (more
 - **BACnet/LON/Modbus will be an additional cost**
- GRIFFSHRINK, 144"x76"x76"
 - Power Flame C Burner - Digester Gas/#2 Oil
 - 3,360 MBH/24 gph Firing Rate
 - 460/3/60 Supply Power
 - Modulating Mode of Operation



- 2 HP Combustion Blower Motor & 3/4 HP Air Compressor
- UV Scanner
- 500VA Stepdown Control Transformer
- Gas Train Includes
 - Siemens Biogas 3.00" dual valve body main gas shutoff motorized valve body w/ proof of closure
 - Gas Pressure Switches w/ stainless internals (1) high & (2) low
 - Stainless manifold piping
 - 3.00" flame arrestor, aluminum body, 316 S.S. grids
 - 3.00" bronze ball valve with S.S. trim
 - 2-1/2" swing thru biogas flanged butterfly valve
- Boiler Warranty
 - 15-year parts and labor warranty on major pressure vessel components (the tube sheets, furnace, or rear turnaround chamber) provided by Superior Boiler, per Superior Boiler's terms and conditions
 - 5-year parts only warranty on the boiler tubes, as a result of defective manufacture of the tube or defective tube insertion by boiler manufacturer, provided by Superior Boiler, per Superior Boiler's terms and conditions
 - 1-year parts warranty provided by Superior Boiler, per Superior Boiler's terms and conditions
 - 1-year labor warranty provided by Superior Boiler, per Superior Boiler's terms and conditions
- Burner Warranty
 - 5-year parts warranty on the burner blast tube, provided by Power Flame, per Power Flame's terms and conditions
 - 15-months parts warranty provided by Power Flame, per Power Flame's terms and conditions
 - 1-year labor warranty provided by provided by Power Flame, per Power Flame's terms and conditions

Qty (3) Greenheck Model VCD-23 Combustion Air Dampers

- Qty (1) 84" x 12"
- Qty (1) 29.25" x 28"
- Qty (1) 11" x 28"
- 24V Belimo Actuator per damper

Installation Services (Mechanical)

- Demo and remove existing Johnston 150HP hot water boiler with 80HP methane burner
- Reuse all existing hot water pumps and pump accessories
- Reuse existing fuel oil storage tank and pump
- Install (1) new Superior Boiler with Power Flame Burner
 - Methane Digester Gas Primary Fuel Source with Natural Gas Pilot
 - Fuel Oil #2 Backup Fuel Source
- Provide and install 6" Schedule 40 welded steel hot water supply and return piping to new connections
- Provide and install 14" double wall flue material
- Provide and install Schedule 40 T&C steel drain piping
- Provide and install Schedule 40 T&C steel relief piping
- Provide and install Schedule 40 T&C steel natural gas piping
- Provide and install Schedule 40 T&C steel methane digester gas piping
- Provide and install Schedule 40 T&C steel fuel oil #2 piping
- Install (3) dampers with Belimo actuators on existing combustion louvers around entry door
 - Qty (1) 84" x 12"
 - Qty (1) 29.25" x 28"
 - Qty (1) 11" x 28"
- Piping to be painted to match existing color scheme
- Includes piping labels
- Includes 1" fiberglass insulation on all new hot water piping



- Include crane and rigging for boiler removal/installation
- Includes permits
- Includes prevailing wage rates
- Provide site clean-up and removal of excess materials and demolished materials.

Installation Services (Electrical)

- All electrical work to be provided by Customer

Installation Services (Controls)

- All controls work to be provided by Customer

Installation Services (Door)

- Remove double door set and louver above door to allow for removal/installation of the boiler
- Reinstall and resecure double door set and louver above door
- Caulk around all seams

Replace Office Split Systems at Wastewater (Pricing Good Until July 10th)

Scope Details

Materials Provided:

Qty (1) 5-Ton Magic Aire Air Handling Unit

- DX Cooling
- 2-Row Hot Water Coil
- Stainless Steel Drain Pan
- 2000 CFM
- Vertical Discharge
- 208/1/60 Electrical
- Warranty
 - 1-year parts warranty provided by Magic Aire, per Magic Aire's terms and conditions
 - 1-year labor warranty provided by Prodigy Building Solutions, LLC, per Prodigy Building Solutions, LLC's terms and conditions

Qty (1) 3-Ton Magic Aire Air Handling Unit

- DX Cooling
- 2-Row Hot Water Coil
- Stainless Steel Drain Pan
- 1200 CFM
- Vertical Discharge
- 208/1/60 Electrical
- Warranty
 - 1-year parts warranty provided by Magic Aire, per Magic Aire's terms and conditions
 - 1-year labor warranty provided by Prodigy Building Solutions, LLC, per Prodigy Building Solutions, LLC's terms and conditions

Qty (1) Carrier 5-Ton Condensing Unit

- R-410a Refrigerant
- 13 SEER
- Blygold Condenser Coil Coating
- Crankcase Heater
- Low Ambient Pressure Switch

- 460/3/60 Electrical
- Cottonwood Screen
- Warranty
 - 1-year parts warranty provided by Carrier, per Carrier's terms and conditions
 - 1-year labor warranty provided by Prodigy Building Solutions, LLC, per Prodigy Building Solutions, LLC's terms and conditions
 - 5-year compressor warranty provided by Carrier, per Carrier's terms and conditions

Qty (1) Carrier 5-Ton Condensing Unit

- R-410a Refrigerant
- 13 SEER
- Blygold Condenser Coil Coating
- Crankcase Heater
- Low Ambient Pressure Switch
- 460/3/60 Electrical
- Cottonwood Screen
- Warranty
 - 1-year parts warranty provided by Carrier, per Carrier's terms and conditions
 - 1-year labor warranty provided by Prodigy Building Solutions, LLC, per Prodigy Building Solutions, LLC's terms and conditions
 - 5-year compressor warranty provided by Carrier, per Carrier's terms and conditions

Installation Services (Mechanical)

- Demo and remove (2) Trane condensing units
- Demo and remove (2) MagicAire DX air handlers with hot water coils
- Demo and remove (2) refrigerant linesets
- Reclaim refrigerant per OEPA standards
- Install (2) Magic Aire air handling units
- Install (2) Carrier 13 SEER condensing units
- Install (2) new 50' refrigerant linesets
- Includes transition ductwork as required
- Includes Type L Copper hot water piping to new coils
- Includes 1" fiberglass insulation on all new hot water piping
- Includes permits
- Includes prevailing wage rates
- Provide site clean-up and removal of excess materials and demolished materials.

Installation Services (Controls)

- Install (2) new programmable thermostats as existing locations
- Reuse existing control wiring between thermostat, condensing unit, and air handler
- Includes prevailing wage rates
- Provide site clean-up and removal of excess materials and demolished materials.

Installation Services (Electrical)

- All electrical work to be provided by Customer



 Replace Ductless Split System in the Exercise Room at Water Works

Scope Details

Materials Provided:

Qty (1) Daikin Ductless Split System

- 3-Ton High Wall Indoor Unit
- 3-Ton Heat Pump Condensing Unit
- Remote thermostat
- New lineset
- Warranty
 - 10-year parts warranty provided by Daikin, per Daikin's terms and conditions
 - 1-year labor warranty provided by Prodigy Building Solutions, LLC, per Prodigy Building Solutions, LLC's terms and conditions

Installation Services (Mechanical)

- Demo and remove (1) Daikin 3-Ton ductless split high wall and condensing unit
- Reuse existing refrigerant lineset
- Install (1) new 3-Ton Daikin high wall indoor unit at existing location on exterior wall
- Install (1) new 3-Ton Daikin condensing unit
- Install Schedule 40 PVC condensate piping to outside
- Transfer refrigerant lineset to new unit
- Includes permits
- Includes prevailing wage rates
- Provide site clean-up and removal of excess materials and demolished materials.

Installation Services (Controls)

- Reuse and reconnect existing control wiring between the indoor unit and the outdoor condensing unit

Installation Services (Electrical)

- All electrical work to be provided by Customer

 Install Wall and HVAC for North High Service Pump Room

Scope Details

Materials Provided:

Qty (1) Daikin Ductless Split System

- 2-Ton High Wall Indoor Unit
- 2-Ton Condensing Unit
 - Cooling Only
- Wired thermostat
- Refrigerant lineset
- Wind Baffles
- Warranty
 - 10-year limited parts warranty provided by Daikin, per Daikin's terms and conditions
 - 1-year labor warranty provided by Prodigy Building Solutions, LLC, per Prodigy Building Solutions, LLC's terms and conditions

Qty (1) Greenheck Tube Axial Exhaust Fan

- Model# TBI-CA-4H24-30
- Belt Drive

- 6,000 CFM @ 1.15"SP
- Steel Fan Body
- Aluminum Impeller
- 3HP Blower Motor
- 460/3/60 Electrical

Installation Services (Mechanical)

- All mechanical work per Magna Engineering drawings dated 3/10/2022
 - Proposed exhaust fan is Greenheck instead of Aerovent
- Demo and remove (1) roof mounted exhaust fan
- Demo and remove exhaust ductwork per drawings
- Demo and remove (1) hot water unit heater and cap piping outside of pump room
- Install (1) new Greenheck roof mounted exhaust fan
- Install (1) new 2-Ton Daikin high wall unit
- Install (1) new 2-Ton Daikin condensing unit mounted on exterior wall with wall bracket
- Install new refrigerant lineset
- Install Schedule 40 PVC condensate piping
- Install condensate pump
- Include crane and rigging for roof mounted exhaust fan
- Includes permits
- Includes prevailing wage rates
- Provide site clean-up and removal of excess materials and demolished materials.

Installation Services (Controls)

- Thermostat relocation for exhaust fan by Customer

Installation Services (Electrical)

- All electrical work to be provided by Customer

Installation Services (Wall)

- All architectural work per Magna Engineering drawings dated 3/10/2022
 - Does not include replacing existing pump room door
- Provide and install 6" CMU block wall to 10'-8" AFF
- Provide and install masonry cell insulation
- Provide and install 6" CMU bond beams as required
- Provide and install (1) 30x70 aluminum door and frame
 - Black anodized color
 - ¼" clear tempered glass
 - Surface mounted closer
 - ADA threshold
 - Push/pull handle
- Existing door and frame to remain as-is
- Includes one coat primer paint for both sides of new wall
- Includes two coats epoxy paint for both side of new wall
 - Color TBD by owner

Installation Services (Ceiling)

- All architectural work per Magna Engineering drawings dated 3/10/2022
- Provide and install 2" Shield IT Systems SI-45 Insulated white FRP ceiling panels



- Includes cutting ceiling panels around existing main switchgear conduits as best as possible
- Install 4"x4"x1/4" angle iron for ceiling panel support

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are included
- Permits are included
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify if pricing after five days
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$447,136.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery and monthly upon installation completed in the previous month.

- Replace (1) methane fired boiler at the Wastewater Treatment Plant – \$319,335.00
- Replace (2) split systems for the offices at the Wastewater Treatment Plant – \$42,873.00
- Replace (1) ductless split system for the exercise room at the Water Works Plant – \$9,987.00
- Install North High Pump Room wall and mechanical work at the Water Works Plant – \$74,941.00

Item 1 - Council letter

Item 2 - Council letter

Items 3, 4, & 5 - Council letter

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.**
11. **UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

12. These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
13. The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
14. Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
15. Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR VARIOUS BUILDING IMPROVEMENTS AT PUBLIC UTILITIES FACILITIES AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Prodigy Building Solutions, LLC for various building improvements at Public Utilities Facilities in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the material be purchased as soon as possible in order to complete this project in 2022 due to supply chain challenges and pricing volatility; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Resolution
Regular Meeting - June 13, 2022

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

Authorization to apply for, accept and enter into a OWDA Loan agreement fo New Water Tower

Legislation Title:

Resolution to authorize the City Manager to apply for, accept and enter into a cooperative agreement for financing the construction of the Port Union Water Tower Project between the City of Fairfield and the Ohio Water Development Authority and declaring an Emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to apply for, accept, and enter into a cooperative agreement with the Ohio Water Development Authority (OWDA) for the financing of the construction of a new Port Union Water Tower.

Background/Synopsis:

The City currently owns five (5) water storage towers. Continued industrial growth and water demand on the eastern side of the City now requires the construction of a sixth water tower to ensure sufficient water service capacity and fire protection capabilities. The City has acquired property on Port Union Road for the purpose of constructing this sixth tower.

This project will result in the construction of new elevated ‘composite-style’ (concrete pedestal; steel bowl) water storage tower with a capacity of 1,250,000 gallons. The tower will have a high-water level of 164.9 feet; the structure in total will be approximately 170 feet tall. The project also includes but is not limited to: all related underground utility piping; electrical service; asphalt and concrete driveway improvements; etc.

The project was prepared for formal competitive bidding, with four (4) bids received on May 16, 2022. City Council approved Ordinance 77-22 on May 23, 2022 authorizing a contract with Landmark Structures I, LP in the amount of \$5,422,000 for the construction of the Port Union Water Storage Tower.

Additionally, to ensure the quality and integrity of the tower construction work, the City proposed to secure third-party technical inspection support for this project by Dixon Engineering. Dixon Engineering is a firm that specializes in water tower coating systems and water tower erection / fabrication work, and has inspected all City of Fairfield water tower rehabilitation projects for at least the past 7 years. Dixon Engineering has great familiarity with City of Fairfield specifications and project objectives. City Council approved Ordinance 78-22 on May 23, 2022 authorizing a contract with Dixon Engineering in the amount of \$106,100 for professional engineering and

inspection services associated with the City's planned Port Union Road Water Storage Tower.

In order to maximize return on investment and secure an interest rate on this debt as interest rates continue to rise, the City wishes to use the Ohio Water Development Authority's (OWDA) Market Rate Program to finance this project. The State of Ohio created the OWDA to provide funding for construction of public water and wastewater infrastructure in Ohio. Since its creation in 1968, OWDA has pursued borrowing that assure the OWDA the lowest cost of funds in order to maintain low borrowing rates for the local governments of Ohio. These low borrowing rates allow local governments to construct necessary water and sewer improvements while minimizing the impact to user charges. The OWDA created the Fresh Water Loan Program to provide financial assistance for planning/design and/or construction of drinking water, wastewater, and storm water projects. Eligible projects include but are not limited to development or acquisition of potable water sources, construction/expansion of water and wastewater treatment facilities, installation or improvement of water distribution and wastewater collection systems, well-head protection planning studies, or storm water management facilities. The program is funded from OWDA revenue bonds and surplus funds.

At the current OWDA interest rate of ~2.96%, the City anticipates saving approximately \$80,000 in interest over 25 years versus a bank qualified revenue bond interest rate of ~3.07%. Additionally, the administration fee for the OWDA loan is 0.35% or \$19,348. This amount provides additional savings as compared to typical fees for bond counsel, underwriter, and municipal advisor fees. Anticipated debt service payments for this project are included in current financial cash flow forecasts as prepared by the City's Finance Department, and are also included and accounted for in the recently-approved 5-year water and sewer utility rate schedule.

A copy of the OWDA loan application instruction packet is attached for Council review.

Financial Impact:

Funding for this project was included in the approved 2022-2026 Capital Improvement Program, under 2WT25 – New Water Tower. The project will be debt-financed through the Ohio Water Development Authority's (OWDA) "market rate program". The funding source is the Water Replacement and Improvement Fund / 604.

Emergency Provision Explanation:

This project will be considered by the OWDA Board for funding at the June OWDA Board Meeting to be held on June 30, 2022.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. OWDA Sample Resolution
2. OWDA Construction Sample Cooperative Agreement

3. PortUnionWaterTowerApplication
4. Port Union Water Tower-res

A RESOLUTION / AN ORDINANCE AUTHORIZING [insert title of authorized representative to execute contracts] TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR [Planning or Construction] OF [insert name of project] PROJECT BETWEEN THE [insert type of subdivision and name] AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the [Insert type of subdivision and name] (hereinafter referred to as the "LGA") [description of project]

_____; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT ORDAINED by the Council of the [Insert type of subdivision and name], Ohio:

Section 1. That the LGA hereby approves the planning of the aforesaid [insert name of project] in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for State Planning Project" as set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution/ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3.* That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said [Insert type of subdivision and name] for the reason that the immediate construction of the [insert name of project] at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing [purpose of the project]; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

Passed: _____, 20__

Attest: _____

*For municipal corporations only.

OWDA 1/30/2020

**COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT**

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) “System” means the facilities of the LGA specified as the “System” on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(k) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the “Operational Date.”

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

**ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION**

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

Attachment: OWDA Construction Sample Cooperative Agreement (3236 : Authorization to apply for, accept and enter into a OWDA Loan

Schedule I

TERM SHEET

The parties to the foregoing Cooperative Agreement hereby agree that the following terms shall be incorporated into said Cooperative Agreement and made a part thereof:

Agreement Date: June 30, 2005

LGA: Village of Shawnee

The LGA is a (specify category of governmental body, e.g., municipal corporation, county, township, etc.): a municipal corporation

LGA Resolution Date: June 8, 2005

LGA Application Date: June 15, 2005

OWDA Application Approval Date: June 30, 2005

System: All water facilities of the LGA that now exist or that may in the future come into being, including, without limitation, the following:

 _____.

Maximum Original Loan Amount:

Ninety thousand Dollars
 (\$ 90,000)

(Based on the Maximum Original Loan Amount of \$ 90,000, and the Contract Interest Rate, the estimated Semiannual Payment Obligation equals \$ 5,500.00.)

Contract Interest Rate: The rate per annum of one per cent (1.0 %).

Contract Term: twenty (20) years

First Payment Date: July 1, 2006

Operational Date: _____

LGA Notice Address:

101 W Walnut St
PO Box 15
Shawnee OH 43782

OHIO WATER DEVELOPMENT AUTHORITY

By: _____

LGA: Village of Shawnee

By: _____

By: _____



Construction/Planning Loan Application

This form must be completed in its entirety. Failure to do so may result in delay of approval.

1.0 Local Government Agency (LGA) Information

1.1 LGA Applicant (County, City, Village, or District): City of Fairfield

1.2 County: Butler

1.3 Date of Application: 05/27/22

1.4 LGA Population: 44,907

1.5 LGA Median Household Income: \$60,340

1.6 Communities Served: City of Fairfield

1.7 Population of Area Served: 44,907

2.0 Project Name and Proposed Loan Terms

2.1 Project Name: City of Fairfield Port Union Water Tower

2.2 Loan Amount: 5,547,448.00 This field autofills from Page 2

2.3 Interest Rate: 2.96 % Interest rate used to calculate the annual payment in the Projection of Revenues. Check OWDA website for current rate.

3.0 Funding Type

- ☐ **Planning/Design Loan** 5 year term with balloon payment at the end of term. Semiannual payments (January 1 and July 1) will be equal to 1/40th of the loan amount. First Payment will be 12 months after loan award. Planning loans are market rate only (no discounts).
- ☒ **Construction Loan**
- ☐ Equal Payments
- ☐ Equal Principal Payments
- Requested Term:** 25 years
- Minimum 5 year term. Maximum 30 year term.
- First Payment Date:** _____
- The first payment date must occur 12 months after substantial completion for construction loans. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

For Construction Loans only, please consider my application for the following interest rate discounts:

- ☐ **Community Assistance Rate**
- To qualify the LGA must have population less than 5,000 or residential users less than 2,000 and a projected annual cost per residential user greater than 1.1% of MHI for Drinking Water, 1.5% of MHI for Wastewater, or 2.6% of MHI for combined system user charge.
- ☒ **Market Rate Discounts (Each discount below represents 12.5% reduction in the contract interest rate at the time of board approval. Maximum of two discounts per project. Maximum 1% total discount.)**

Please indicate which market rate discounts you may qualify:

- ☒ Community has borrowed from OWDA
- ☐ Community under OEPA Findings & Orders, Consent Decree, documented health risks (copy of documents required)
- ☐ Connecting to existing treatment system where community does not own system (copy of service agreement required)
- ☐ Communities purchasing another system (copy of purchase agreement required)
- ☐ Compliance with a Balanced Growth Plan certified by the State (copy of plan required)

4.0 Project Type

- ☒ Water
- ☐ Sewer
- ☐ Stormwater

5.0 Permits Issued

- ☐ EPA Permit to Install # _____
- ☐ NPDES Permit # _____
- ☒ Plan Approval Date for Water Projects submitted May 4, 2022
- ☐ Permit Not Required

6.0 Project Description6.1 Project Bid Date: 5/16/2022 6.2 Estimated Time of Construction: 17 (months)6.3 Estimated date that project facilities will be fully operational: 10/31/236.4 Was the project bid using State of Ohio Prevailing wage? Yes

6.5 Project Description: In the box below, please provide a description of the project being completed in this application (such as diameter and length of sewers and waterlines, components of plant expansion or upgrade); the reason for project (such as findings and orders, aging infrastructure, increase capacity, etc.); and a brief description of the existing system.

The City currently owns five (5) water storage towers. Continued industrial growth and water demand on the eastern side of the City now requires the construction of a sixth water tower to ensure sufficient water service capacity and fire protection capabilities. The City has acquired property on Port Union Road for the purpose of constructing this sixth tower.

This project will result in the construction of new elevated 'composite-style' (concrete pedestal; steel bowl) water storage tower with a capacity of 1,250,000 gallons. The tower will have a high water level of 164.9 feet; the structure in total will be approximately 170 feet tall. The project also includes but is not limited to: all related underground utility piping; electrical service; asphalt and concrete driveway improvements; etc.

7.0 Cost Data*Select Other Funding Sources From Dropdown Box Below*

Activities	Click for Dropdown	Click for Dropdown	Click for Dropdown	OWDA Loan	Total Project Cost
7.1 Technical Services					
Planning					-
Design					-
Land/ROW Acquisition					-
Planning-Design Loan Payoff					-
Administration					-
Construction Management					-
Equipment					-
Force Account					-
Other Technical Services				106,100.00	106,100.00
Tech Services Subtotal	-	-	-	106,100.00	106,100.00
7.2 Construction					
<i>(Please enter Construction Contractor(s) name below)</i>					
Lnadmark Structures I, LP				5,164,000.00	5,164,000.00
					-
					-
					-
					-
Construction Subtotal	-	-	-	5,164,000.00	5,164,000.00
7.3 Other Costs					
Contingency				258,000.00	258,000.00
					-
Project Costs Subtotal	-	-	-	5,528,100.00	5,528,100.00
Administration Fee	Fee is 0.35% of OWDA total loan amount. Minimum fee of \$400.			19,348.00	19,348.00
Total Estimated Costs	-	-	-	5,547,448.00	5,547,448.00

For construction loan request, please indicate below if the project has a planning/design loan administered by OWDA. The planning/design loan will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loan, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning/design funds are needed, please include a line item for planning and/or design in the construction loan.

Please contact OWDA to obtain a payoff quote.

7.4 OWDA Planning/Design Loan # N/A7.5 Planning/Design Loan Payoff Amount N/A

8.0 Source of Pledged Revenues

To obtain a loan from OWDA, the LGA is required to pledge revenues derived from the ownership and operation of their system as payment. The revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan requested. However, unless prohibited by law, the LGA can choose to repay the loan with any of its general resources. (Reference Section 4.1, Paragraph 3 of OWDA Cooperative Agreement).

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- ☒ User Charges:
☐ Assessments:
☐ Connection Charges:
☐ Other: Indicate source _____
☐ Other: Indicate source _____

9.0 Revenue Analysis**9.1 Current Revenues (Last Audit Year):**

			Year	2021
Range of Use	# of Service Accounts	Total Annual Revenue	Average Annual Revenue per Service Account	
Residential	12,165	3,804,768.00	312.76	
Commercial	1,255	4,663,863.00	3,716.23	
Industry / Gov.			#DIV/0!	
Other			#DIV/0!	
TOTAL	13,420	8,468,631.00		

Total Revenue should reconcile to "User Revenues to System" column on the Projection Schedule

Current Average Monthly Residential User Rate \$ 26.06

9.2 Projected Revenues for first year following project completion

			Year	
Range of Use	# of Service Accounts	Total Annual Revenue	Average Annual Revenue per Service Account	
Residential	12,165	3,918,911.04	322.15	
Commercial	1,255	4,803,778.89	3,827.71	
Industry / Gov.			#DIV/0!	
Other			#DIV/0!	
TOTAL	13,420	8,722,689.93		

Total Revenue should reconcile to "User Revenues to System" column on the Projection Schedule

Projected Average Monthly Residential User Rate \$ 26.85

9.3 Ten Largest Customers

Customer	% of Total Revenue
Koch Poultry	21.65%
Villages of Wildwood Holdings	4.71%
Fath Properties	3.49%
Camelot East Property Holdings LLC	2.42%
Arbor Point Apartments	1.60%
Mercy Health Partners	1.34%
Fairfield Acres	1.23%
Rajole LLC (Oaks of Woodridge Apts)	1.04%
Skyline Chili	0.81%
Cincinnati Financial Corp.	0.59%

10 Revenue Analysis Continued**10.1 Three-Year Revenue Allocation**

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from Page 3	2021	2020	2019
Revenue	8,468,631.00	7,922,299.00	7,453,133.00
Operating Expenses	6,623,879.00	6,465,740.00	6,879,622.00
Debt Service Payments	530,000.00	530,000.00	360,000.00
Other:			
Total Expenditures	7,153,879.00	6,995,740.00	7,239,622.00
Surplus or Loss	1,314,752.00	926,559.00	213,511.00

10.2 Debt Outstanding for System of Project Type (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Year Loan Term Ends
OWDA/EPA Loans	\$ 2,898,450.00	\$ 145,000.00	2041
OPWC			
GO bonds			
Revenue Bonds			
USDA-RD Loans			
Other - Bond Anticipation Notes	\$ 4,580,000.00	\$ 654,285.00	2029
Other			
TOTAL	\$ 7,478,450.00	\$ 799,285.00	

10.3 Future Known Debt Requirements (such as OPWC loans that are not in repayment):

--

11.0 LGA Credit Rating

	Moody's	S&P
General Obligation	Aa1	n/a
Water and Sewer Revenues	n/a	n/a

12.0 Rate Schedule

12.1 Indicate the year of the last rate increase:

1/1/2022

12.2 What was the % of increase of the last rate increase?

5.00%

12.3 Please describe the planned or already approved rate increases for the next 2 years:

Fairfield City Council has authorized the following rate increases for 2023-2024: 2023 - 5% Water, 2024 - 3% Water

13.0 Capital Improvement Plan

13.1 Brief Description of Major Projects:

2021- WWTP activated sludge aeration upgrades; 2022- smart water metering system, distribution system improvements, new water tower; 2023- aeration system improvements, distribution system improvements; 2024- lift station upgrades, water tower maintenance

13.2 Ten Year Capital Improvement Plan:

Years	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$ in 000's	2,419	12,060	2,876	2,016	2,318	2,628	2,707	2,788	2,872	2,958

14.0 Contact Information**14.1 Authorized Representative to Execute Contracts**

Name Scott Timmer Title City Manager
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5350 Fax _____
 Email stimmer@fairfield-city.org

14.2 Address to Mail Cooperative Agreement (If different than Authorized Representative)

Name Jake Burton Title Finance Director
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5315 Fax _____
 Email jbarton@fairfield-city.org

14.3 Loan Repayment Invoices

Name Jake Burton Title Finance Director
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5315 Fax _____
 Email jbarton@fairfield-city.org

14.4 Disbursements - Local Government representative authorized to approve disbursements

Name Jake Burton Title Finance Director
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5315 Fax _____
 Email jbarton@fairfield-city.org

14.5 Consulting Engineer

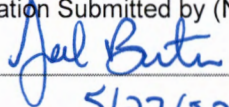
Name _____ Title _____
 Firm _____
 Address _____
 City _____, Ohio Zip _____
 Telephone _____ Fax _____
 Email _____

15.0 Application Check List

- ☒ Application
- ☒ Projection Schedule of Revenues and Expenses
- ☒ Certified copy of Legislation authorizing current rates/tap in fees
- ☒ Current Budget for system pertaining to the project type in application
- ☒ Current fund reports that show revenue and expenses.
- ☐ General Certificate
- ☐ Certified copy of Legislation authorizing the LGA to enter into a Cooperative Agreement with OWDA
- ☐ One original executed Cooperative Agreement.
- ☐ Legal procedural letter signed by the Solicitor or Law Director
- ☐ Copy of Consent Order, Findings & Orders, Health Risk Documentation if applicable
- ☐ If Applicant is a regional water and sewer district, a certified copy of the final court order declaring the district to be organized.
- ☐ If Applicant is using special assessments to cover any portion of the OWDA loan payments, attach a certified statement from the legal officer stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- ☒ Construction Loan Requirements: Bid tabs are required.
Detailed estimate for Equipment and Force Account
Engineering Agreement if engineering costs are included in the loan.
- ☐ Planning & Design Loan Requirements: Copy of Engineering Agreement

16.0 Preparer Information

This Application Submitted by (Name & Title) : Jacob Burton, Finance Director

Signature: 

Date: 5/27/22

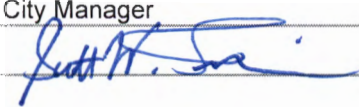
Telephone Number: 513-867-5315

17.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the OWDA loan program.

Authorized Representative Scott W. Timmer

Title City Manager

Signature: 

Date: 5/27/22

Projection of Revenues and Expenses of the System

LGA Name: City of Fairfield
Project Name: City of Fairfield Port Union Water Tower

Click on applicable system below:
☐ Sewer ☒ Water ☐ Storm Sewer Fund

Year	User Revenues to System	Operations & Maintenance	Debt Service paid from Revenues to the System						OWDA New Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus	
			Existing OWDA & OEPA Loans	OPWC Loans	USDA Loans	Revenue Bonds	General Obligation paid with Revenue to System	Other					
Year and revenue autofills from Section 10.0 "Current Revenues (Last Audit Year)" on Page 3										Indicate previous year carryover surplus in the Cumulative Surplus			5,463,199.9
2021	8,468,631.00	6,623,879.00								6,623,879.00	1,844,752.00	7,307,951.9	
2022	7,528,750.00	6,822,595.37	153,900.00							6,976,495.37	552,254.63	7,860,206.5	
2023	7,905,187.50	7,027,273.23	152,955.00							7,180,228.23	724,959.27	8,585,165.8	
2024	8,300,446.88	7,238,091.43	152,010.00						280,540.13	8,056,743.94	243,702.93	8,828,868.7	
2025	8,715,469.22	7,455,234.17	151,065.00						274,994.46	379,534.20	8,260,827.83	454,641.39	
2026	8,889,778.60	7,678,891.20	150,120.00						269,448.78	372,966.02	8,471,426.00	418,352.60	
2027	9,067,574.18	7,909,257.93	149,175.00						263,903.11	366,397.85	8,688,733.88	378,840.29	
2028	9,248,925.66	8,146,535.67	148,230.00						258,357.43	359,829.67	8,912,952.77	335,972.89	
2029	9,433,904.17	8,390,931.74	147,285.00						252,811.76	353,261.49	9,144,289.98	289,614.19	
2030	9,622,582.26	8,642,659.69	146,340.00						247,266.08	346,693.31	9,382,959.08	239,623.17	
2031	9,815,033.90	8,901,939.48	145,395.00						241,720.40	340,125.13	9,629,180.02	185,853.88	
2032	10,011,334.58	9,168,997.67	144,450.00						236,174.73	333,556.95	9,883,179.35	128,155.23	
2033	10,211,561.27	9,444,067.60	143,505.00						230,629.05	326,988.77	10,145,190.43	66,370.84	
2034	10,415,792.50	9,727,389.63	142,560.00						225,083.38	320,420.60	10,415,453.60	338.90	
2035	10,624,108.35	10,019,211.31	141,615.00						219,537.70	313,852.42	10,694,216.43	(70,108.09)	
2036	10,836,590.51	10,319,787.65	140,670.00						213,992.03	307,284.24	10,981,733.92	(145,143.41)	
2037	11,053,322.32	10,629,381.28	139,725.00						208,446.35	300,716.06	11,278,268.70	(224,946.37)	
2038	11,274,388.77	10,948,262.72	138,780.00						202,900.68	294,147.88	11,584,091.28	(309,702.51)	
2039	11,499,876.54	11,276,710.60	137,835.00							287,579.70	11,702,125.31	(202,248.76)	
2040	11,729,874.08	11,615,011.92	136,890.00							281,011.53	12,032,913.45	(303,039.37)	
2041	11,964,471.56	11,963,462.28	135,945.00							274,443.35	12,373,850.63	(409,379.07)	
2042	12,203,760.99	12,322,366.15								267,875.17	12,590,241.32	(386,480.33)	
2043	12,447,836.21	12,692,037.13								261,306.99	12,953,344.12	(505,507.91)	
2044	12,696,792.93	13,072,798.25								254,738.81	13,327,537.06	(630,744.13)	
2045	12,950,728.79	13,464,982.19								248,170.63	13,713,152.83	(762,424.04)	
2046	13,209,743.37	13,868,931.66								241,602.46	14,110,534.11	(900,790.75)	
2047	13,473,938.23	14,284,999.61								235,034.28	14,520,033.89	(1,046,095.65)	
2048	13,743,417.00	14,713,549.60								228,466.10	14,942,015.70	(1,198,598.70)	
2049	14,018,285.34	15,154,956.08									15,154,956.08	(1,136,670.75)	
2050										-	-	-	
2051										-	-	-	
2052										-	-	-	
2053										-	-	-	

Signature of Preparer: Jal Butte

Date: 5/27/22

Signature of LGA Fiscal Officer: Jal Butte

Date: 5/27/22

NOTES:

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPLY FOR, ACCEPT AND ENTER INTO A COOPERATIVE AGREEMENT FOR FINANCING THE CONSTRUCTION OF THE PORT UNION WATER TOWER PROJECT BETWEEN THE CITY OF FAIRFIELD AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio (hereinafter referenced to as the "LGA") desires to construct the Port Union Water Tower Project; and

WHEREAS, The LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

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

- Section 1. That the LGA hereby approves the planning of the aforesaid Port Union Water Tower Project in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the State Planning Project" set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the City Manager and Finance Director of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.
- Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- Section 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 OWDA Board Meeting is being held on June 30, 2022; 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

Active Clients\City of Fairfield\Ordinances\2022\Port Union Water Tower-Res

Attachment: Port Union Water Tower-res (3236 : Authorization to apply for, accept and enter into a OWDA Loan agreement fo New Water



City Council Resolution
Regular Meeting - June 13, 2022

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

Authorization to apply for, accept and enter into a OWDA Loan agreement for Smart Water Metering

Legislation Title:

Resolution to authorize the City Manager to apply for, accept and enter into a cooperative agreement for financing the construction of the Smart Water Metering System Project between the City of Fairfield and the Ohio Water Development Authority and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to apply for, accept, and enter into a cooperative agreement with the Ohio Water Development Authority (OWDA) for the financing of the construction of a new Smart Water Metering System.

Background/Synopsis:

The City's Public Utilities Department currently reads about 14,000 water meters each month. Most of these meters are read via "touch-read" technology – which requires a meter reader to physically touch each home or business to collect the usage information. Reading meters in this fashion requires a significant amount of labor and resources. In conjunction with immediate plans to replace the vast majority of these water meters due to age and end of useful life expectancy, the City also desires to install a City-wide automated "smart" meter-reading system – also known as Advanced Metering Infrastructure (AMI). An automated system will allow meter readings to be collected via an FCC-licensed and dedicated radio transmission system that collects all data on a daily basis and imports the data into a metering software program. An automated system will also allow for remote firmware updates and reconfiguration of smart meters. An AMI software program is used to generate bills and provide data to customers on real-time issues such as leaks.

This turn-key capital project includes the upgrade and installation of approximately 13,000 smart water meters throughout the City. This project also includes the installation and set-up of all associated infrastructure, an automated meter-reading system, as well as billing integration and staff training as needed. The City completed two small proof of concept projects in 2021 to validate smart metering technologies to ensure a successful City-wide AMI project. Public Utilities Department staff presented on the justification for this City-wide project at the 9/13/2021 Council Manager briefing.

This project was prepared for formal competitive bidding, with 2 bids received on February 7, 2022. City Council approved Ordinance 22-22 on February 28, 2022 authorizing a contract with Ferguson Waterworks in the amount of \$5,900,000 for procurement and installation of a Smart Water Metering System.

In order to maximize return on investment and secure an interest rate on this debt as interest rates continue to rise, the City wishes to use the Ohio Water Development Authority's (OWDA) Market Rate Program to finance this project. The State of Ohio created the OWDA to provide funding for construction of public water and wastewater infrastructure in Ohio. Since its creation in 1968, OWDA has pursued borrowing that assure the OWDA the lowest cost of funds in order to maintain low borrowing rates for the local governments of Ohio. These low borrowing rates allow local governments to construct necessary water and sewer improvements while minimizing the impact to user charges. The OWDA created the Fresh Water Loan Program to provide financial assistance for planning/design and/or construction of drinking water, wastewater, and storm water projects. Eligible projects include but are not limited to development or acquisition of potable water sources, construction/expansion of water and wastewater treatment facilities, installation or improvement of water distribution and wastewater collection systems, well-head protection planning studies, or storm water management facilities. The program is funded from OWDA revenue bonds and surplus funds.

At the current OWDA interest rate of ~2.81%, the City anticipates saving approximately \$50,000 in interest over 15 years versus a bank qualified revenue bond interest rate of ~2.91%. Additionally, the administration fee for the OWDA loan is 0.35% or \$20,650. This amount provides additional savings as compared to typical fees for bond counsel, underwriter, and municipal advisor fees. Anticipated debt service payments for this project are included in current financial cash flow forecasts as prepared by the City's Finance Department, and are also included and accounted for in the recently-approved 5-year water and sewer utility rate schedule.

A copy of the OWDA loan application instruction packet is attached for Council review.

Financial Impact:

Funding for this project was included in the approved 2022-2026 Capital Improvement Program, under 2WT17 – Automated Meter Reading (AMR) and 2WW14 – Automatic Meter Reading (AMR). The project will be debt-financed through the Ohio Water Development Authority's (OWDA) "market rate program". The funding source is the Water Replacement and Improvement Fund / 604 and the Sewer Replacement and Improvement Fund / 623.

Emergency Provision Explanation:

This project will be considered by the OWDA Board for funding at the June OWDA Board Meeting to be held on June 30, 2022.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. OWDA Sample Resolution
2. OWDA Construction Sample Cooperative Agreement

3. SmartWaterMeteringApplication
4. Smart Water Metering-res

A RESOLUTION / AN ORDINANCE AUTHORIZING [insert title of authorized representative to execute contracts] TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR [Planning or Construction] OF [insert name of project] PROJECT BETWEEN THE [insert type of subdivision and name] AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the [Insert type of subdivision and name] (hereinafter referred to as the "LGA") [description of project]

_____; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT ORDAINED by the Council of the [Insert type of subdivision and name], Ohio:

Section 1. That the LGA hereby approves the planning of the aforesaid [insert name of project] in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for State Planning Project" as set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution/ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3.* That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said [Insert type of subdivision and name] for the reason that the immediate construction of the [insert name of project] at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing [purpose of the project]; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

Passed: _____, 20__

Attest: _____

*For municipal corporations only.

OWDA 1/30/2020

**COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT**

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereinafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) “System” means the facilities of the LGA specified as the “System” on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(k) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the “Operational Date.”

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

Attachment: OWDA Construction Sample Cooperative Agreement (3235 : Authorization to apply for, accept and enter into a OWDA Loan

Schedule I

TERM SHEET

The parties to the foregoing Cooperative Agreement hereby agree that the following terms shall be incorporated into said Cooperative Agreement and made a part thereof:

Agreement Date: June 30, 2005

LGA: Village of Shawnee

The LGA is a (specify category of governmental body, e.g., municipal corporation, county, township, etc.): a municipal corporation

LGA Resolution Date: June 8, 2005

LGA Application Date: June 15, 2005

OWDA Application Approval Date: June 30, 2005

System: All water facilities of the LGA that now exist or that may in the future come into being, including, without limitation, the following:

 _____.

Maximum Original Loan Amount:

Ninety thousand Dollars
 (\$ 90,000)

(Based on the Maximum Original Loan Amount of \$ 90,000, and the Contract Interest Rate, the estimated Semiannual Payment Obligation equals \$ 5,500.00.)

Contract Interest Rate: The rate per annum of one per cent (1.0 %).

Contract Term: twenty (20) years

First Payment Date: July 1, 2006

Operational Date: _____

LGA Notice Address:

101 W Walnut St
PO Box 15
Shawnee OH 43782

OHIO WATER DEVELOPMENT AUTHORITY

By: _____

LGA: Village of Shawnee

By: _____

By: _____



Construction/Planning Loan Application

This form must be completed in its entirety. Failure to do so may result in delay of approval.

1.0 Local Government Agency (LGA) Information

1.1 LGA Applicant (County, City, Village, or District): City of Fairfield

1.2 County: Butler

1.3 Date of Application: 05/27/22

1.4 LGA Population: 44,907

1.5 LGA Median Household Income: \$60,340

1.6 Communities Served: City of Fairfield

1.7 Population of Area Served: 44,907

2.0 Project Name and Proposed Loan Terms

2.1 Project Name: City of Fairfield Smart Water Metering System

2.2 Loan Amount: 5,920,650.00 This field autofills from Page 2

2.3 Interest Rate: 2.81 % Interest rate used to calculate the annual payment in the Projection of Revenues. Check OWDA website for current rate.

3.0 Funding Type

- ☐ **Planning/Design Loan** 5 year term with balloon payment at the end of term. Semiannual payments (January 1 and July 1) will be equal to 1/40th of the loan amount. First Payment will be 12 months after loan award. Planning loans are market rate only (no discounts).
- ☒ **Construction Loan** **Requested Term:** 15 years
☐ Equal Payments Minimum 5 year term. Maximum 30 year term.
☐ Equal Principal Payments **First Payment Date:** _____
 The first payment date must occur 12 months after substantial completion for construction loans. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

For **Construction Loans only**, please consider my application for the following interest rate discounts:

- ☐ **Community Assistance Rate**
 To qualify the LGA must have population less than 5,000 or residential users less than 2,000 and a projected annual cost per residential user greater than 1.1% of MHI for Drinking Water, 1.5% of MHI for Wastewater, or 2.6% of MHI for combined system user charge.
- ☒ **Market Rate Discounts (Each discount below represents 12.5% reduction in the contract interest rate at the time of board approval. Maximum of two discounts per project. Maximum 1% total discount.)**

Please indicate which market rate discounts you may qualify:

- ☒ Community has borrowed from OWDA
☐ Community under OEPA Findings & Orders, Consent Decree, documented health risks (copy of documents required)
☐ Connecting to existing treatment system where community does not own system (copy of service agreement required)
☐ Communities purchasing another system (copy of purchase agreement required)
☐ Compliance with a Balanced Growth Plan certified by the State (copy of plan required)

4.0 Project Type

- ☒ Water
☒ Sewer
☐ Stormwater

5.0 Permits Issued

- ☐ EPA Permit to Install # _____
☐ NPDES Permit # _____
☐ Plan Approval Date for Water Projects _____
☒ Permit Not Required

6.0 Project Description

6.1 Project Bid Date: 2/7/2022 6.2 Estimated Time of Construction: 15 (months)
 6.3 Estimated date that project facilities will be fully operational: 6/30/23
 6.4 Was the project bid using State of Ohio Prevailing wage? Yes

6.5 Project Description: In the box below, please provide a description of the project being completed in this application (such as diameter and length of sewers and waterlines, components of plant expansion or upgrade); the reason for project (such as findings and orders, aging infrastructure, increase capacity, etc.); and a brief description of the existing system.

The City's Public Utilities Department currently reads about 14,000 water meters each month. Most of these meters are read via "touch-read" technology – which requires a meter reader to physically touch each home or business to collect the usage information. Reading meters in this fashion requires a significant amount of labor and resources. In conjunction with immediate plans to replace the vast majority of these water meters due to age and end of useful life expectancy, the City also desires to install a City-wide automated "smart" meter-reading system – also known as Advanced Metering Infrastructure (AMI). An automated system will allow meter readings to be collected via an FCC-licensed and dedicated radio transmission system that collects all data on a daily basis and imports the data into a metering software program. An automated system will also allow for remote firmware updates and reconfiguration of smart meters. An AMI software program is used to generate bills and provide data to customers on real-time issues such as leaks. This turn-key capital project includes the upgrade and installation of approximately 13,000 smart water meters throughout the City. This project also includes the installation and set-up of all associated infrastructure and an automated meter-reading system.

7.0 Cost Data

Select Other Funding Sources From Dropdown Box Below

Activities	Click for Dropdown	Click for Dropdown	Click for Dropdown	OWDA Loan	Total Project Cost
7.1 Technical Services					
Planning					-
Design					-
Land/ROW Acquisition					-
Planning-Design Loan Payoff					-
Administration					-
Construction Management					-
Equipment				4,092,094.81	4,092,094.81
Force Account					-
Other Technical Services					-
Tech Services Subtotal	-	-	-	4,092,094.81	4,092,094.81
7.2 Construction					
(Please enter Construction Contractor(s) name below)					
Ferguson WaterWorks				1,749,364.07	1,749,364.07
					-
					-
					-
					-
Construction Subtotal	-	-	-	1,749,364.07	1,749,364.07
7.3 Other Costs					
Contingency				58,541.12	58,541.12
					-
Project Costs Subtotal	-	-	-	5,900,000.00	5,900,000.00
Administration Fee	Fee is 0.35% of OWDA total loan amount. Minimum fee of \$400.			20,650.00	20,650.00
Total Estimated Costs	-	-	-	5,920,650.00	5,920,650.00

For construction loan request, please indicate below if the project has a planning/design loan administered by OWDA. The planning/design loan will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loan, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning/design funds are needed, please include a line item for planning and/or design in the construction loan.

Please contact OWDA to obtain a payoff quote.

7.4 OWDA Planning/Design Loan # N/A

7.5 Planning/Design Loan Payoff Amount N/A

8.0 Source of Pledged Revenues

To obtain a loan from OWDA, the LGA is required to pledge revenues derived from the ownership and operation of their system as payment. The revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan requested. However, unless prohibited by law, the LGA can choose to repay the loan with any of its general resources. (Reference Section 4.1, Paragraph 3 of OWDA Cooperative Agreement).

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- ☒ User Charges:
☐ Assessments:
☐ Connection Charges:
☐ Other: Indicate source _____
☐ Other: Indicate source _____

9.0 Revenue Analysis

9.1 Current Revenues (Last Audit Year):

Year

2021

Range of Use	# of Service Accounts	Total Annual Revenue	Average Annual Revenue per Service Account
Residential	12,165	7,273,920.00	597.94
Commercial	1,255	8,746,506.00	6,969.33
Industry / Gov.			#DIV/0!
Other			#DIV/0!
TOTAL	13,420	16,020,426.00	

Total Revenue should reconcile to "User Revenues to System" column on the Projection Schedule

Current Average Monthly Residential User Rate \$ 49.83

9.2 Projected Revenues for first year following project completion

Year

Range of Use	# of Service Accounts	Total Annual Revenue	Average Annual Revenue per Service Account
Residential	12,165	7,492,137.60	615.88
Commercial	1,255	9,008,901.18	7,178.41
Industry / Gov.			#DIV/0!
Other			#DIV/0!
TOTAL	13,420	16,501,038.78	

Total Revenue should reconcile to "User Revenues to System" column on the Projection Schedule

Projected Average Monthly Residential User Rate \$ 51.32

9.3 Ten Largest Customers

Customer	% of Total Revenue
Koch Poultry	21.65%
Villages of Wildwood Holdings	4.71%
Fath Properties	3.49%
Camelot East Property Holdings LLC	2.42%
Arbor Point Apartments	1.60%
Mercy Health Partners	1.34%
Fairfield Acres	1.23%
Rajole LLC (Oaks of Woodridge Apts)	1.04%
Skyline Chili	0.81%
Cincinnati Financial Corp.	0.59%

10 Revenue Analysis Continued**10.1 Three-Year Revenue Allocation**

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from Page 3	2021	2020	2019
Revenue	16,020,426.00	15,357,557.00	14,613,756.00
Operating Expenses	13,022,509.00	11,612,233.00	13,151,314.00
Debt Service Payments	700,000.00	700,000.00	543,111.00
Other:			
Total Expenditures	13,722,509.00	12,312,233.00	13,694,425.00
Surplus or Loss	2,297,917.00	3,045,324.00	919,331.00

10.2 Debt Outstanding for System of Project Type (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Year Loan Term Ends
OWDA/EPA Loans	\$ 2,898,450.00	\$ 145,000.00	2041
OPWC			
GO bonds			
Revenue Bonds			
USDA-RD Loans			
Other - Bond Anticipation Notes	\$ 5,600,000.00	\$ 800,000.00	2029
Other			
TOTAL	\$ 8,498,450.00	\$ 945,000.00	

10.3 Future Known Debt Requirements (such as OPWC loans that are not in repayment):

--

11.0 LGA Credit Rating

	Moody's	S&P
General Obligation	Aa1	n/a
Water and Sewer Revenues	n/a	n/a

12.0 Rate Schedule12.1 Indicate the year of the last rate increase: 1/1/202212.2 What was the % of increase of the last rate increase? 3.00%

12.3 Please describe the planned or already approved rate increases for the next 2 years:

The 3.00% increase listed above is a blended rate for both Water (5%) and Sewer (1%) rate increases. Fairfield City Council has authorized the following rate increases for 2023-2024: 2023 - 5% Water, 1% Sewer, 2024 - 3% Water, 3%

13.0 Capital Improvement Plan

13.1 Brief Description of Major Projects:

2021- WWTP activated sludge aeration upgrades; 2022- smart water metering system, distribution system improvements, new water tower, procurement of vac truck; 2023- aeration system improvements, distribution system improvements; 2024- lift station

13.2 Ten Year Capital Improvement Plan:

Years	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$ in 000's	6,578	17,558	6,266	3,949	4,338	3,906	4,023	4,144	4,268	4,396

14.0 Contact Information**14.1 Authorized Representative to Execute Contracts**

Name Scott Timmer Title City Manager
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5350 Fax _____
 Email stimmer@fairfield-city.org

14.2 Address to Mail Cooperative Agreement (If different than Authorized Representative)

Name Jake Burton Title Finance Director
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5315 Fax _____
 Email jbarton@fairfield-city.org

14.3 Loan Repayment Invoices

Name Jake Burton Title Finance Director
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5315 Fax _____
 Email jbarton@fairfield-city.org

14.4 Disbursements - Local Government representative authorized to approve disbursements

Name Jake Burton Title Finance Director
 Address 5350 Pleasant Ave
 City Fairfield, Ohio Zip 45014
 Telephone 513-867-5315 Fax _____
 Email jbarton@fairfield-city.org

14.5 Consulting Engineer

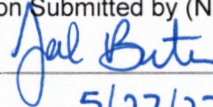
Name _____ Title _____
 Firm _____
 Address _____
 City _____, Ohio Zip _____
 Telephone _____ Fax _____
 Email _____

15.0 Application Check List

- ☒ Application
- ☒ Projection Schedule of Revenues and Expenses
- ☒ Certified copy of Legislation authorizing current rates/tap in fees
- ☒ Current Budget for system pertaining to the project type in application
- ☒ Current fund reports that show revenue and expenses.
- ☐ General Certificate
- ☐ Certified copy of Legislation authorizing the LGA to enter into a Cooperative Agreement with OWDA
- ☐ One original executed Cooperative Agreement.
- ☐ Legal procedural letter signed by the Solicitor or Law Director
- ☐ Copy of Consent Order, Findings & Orders, Health Risk Documentation if applicable
- ☐ If Applicant is a regional water and sewer district, a certified copy of the final court order declaring the district to be organized.
- ☐ If Applicant is using special assessments to cover any portion of the OWDA loan payments, attach a certified statement from the legal officer stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- ☒ Construction Loan Requirements: Bid tabs are required.
Detailed estimate for Equipment and Force Account
Engineering Agreement if engineering costs are included in the loan.
- ☐ Planning & Design Loan Requirements: Copy of Engineering Agreement

16.0 Preparer Information

This Application Submitted by (Name & Title) : Jacob Burton, Finance Director

Signature: 

Date: 5/27/22

Telephone Number: 513-867-5315

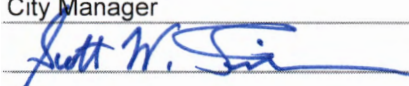
17.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the OWDA loan program.

Authorized Representative

Scott W. Timmer

Title City Manager

Signature: 

Date: 5/27/22

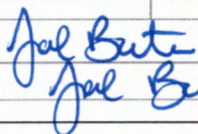
Projection of Revenues and Expenses of the System

LGA Name: City of Fairfield
 Project Name: City of Fairfield Smart Water Metering System

Click on applicable system below:
☒ Sewer ☒ Water ☐ Storm Sewer Fund

Year	User Revenues to System	Operations & Maintenance	Debt Service paid from Revenues to the System						OWDA New Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus	
			Existing OWDA & OEPA Loans	OPWC Loans	USDA Loans	Revenue Bonds	General Obligation paid with Revenue to System	Other					
Year and revenue autofills from Section 10.0 "Current Revenues (Last Audit Year)" on Page 3									Indicate previous year carryover surplus in the Cumulative Surplus				10,987,006.0
2021	16,020,426.00	13,022,509.00								13,022,509.00	2,997,917.00	13,984,923.0	
2022	16,318,850.00	16,365,714.00	153,900.00							16,519,614.00	(200,764.00)	13,784,159.0	
2023	16,645,227.00	16,065,868.28	152,955.00							16,218,823.28	426,403.72	14,210,562.0	
2024	16,978,131.54	13,944,865.65	152,010.00					386,102.38	561,080.27	15,044,058.29	1,934,073.25	16,144,636.0	
2025	17,317,694.17	14,363,211.61	151,065.00					379,534.20	549,988.91	15,443,799.73	1,873,894.44	18,018,530.0	
2026	17,664,048.05	14,794,107.96	150,120.00					372,966.02	538,897.56	15,856,091.55	1,807,956.50	19,826,486.0	
2027	18,017,329.02	15,237,931.20	149,175.00					366,397.85	527,806.21	16,281,310.26	1,736,018.76	21,562,505.0	
2028	18,377,675.60	15,695,069.14	148,230.00					359,829.67	516,714.86	16,719,843.67	1,657,831.93	23,220,337.0	
2029	18,745,229.11	16,165,921.21	147,285.00					353,261.49	505,623.51	17,172,091.21	1,573,137.90	24,793,475.0	
2030	19,120,133.69	16,650,898.85	146,340.00					346,693.31	494,532.16	17,638,464.32	1,481,669.37	26,275,144.0	
2031	19,502,536.36	17,150,425.81	145,395.00					340,125.13	483,440.81	18,119,386.75	1,383,149.61	27,658,294.0	
2032	19,892,587.09	17,664,938.59	144,450.00					333,556.95	472,349.46	18,615,295.00	1,277,292.09	28,935,586.0	
2033	20,290,438.83	18,194,886.75	143,505.00					326,988.77	461,258.11	19,126,638.63	1,163,800.21	30,099,386.0	
2034	20,696,247.61	18,740,733.35	142,560.00					320,420.60	450,166.76	19,653,880.70	1,042,366.91	31,141,753.0	
2035	21,110,172.56	19,302,955.35	141,615.00					313,852.42	439,075.40	20,197,498.17	912,674.39	32,054,428.0	
2036	21,532,376.01	19,882,044.01	140,670.00					307,284.24	427,984.05	20,757,982.30	774,393.71	32,828,821.0	
2037	21,963,023.53	20,478,505.33	139,725.00					300,716.06	416,892.70	21,335,839.09	627,184.44	33,456,006.0	
2038	22,402,284.00	21,092,860.49	138,780.00					294,147.88	405,801.35	21,931,589.72	470,694.28	33,926,700.0	
2039	22,850,329.68	21,725,646.30	137,835.00					287,579.70		22,151,061.01	699,268.67	34,625,969.0	
2040	23,307,336.28	22,377,415.69	136,890.00					281,011.53		22,795,317.22	512,019.06	35,137,988.0	
2041	23,773,483.00	23,048,738.16	135,945.00					274,443.35		23,459,126.51	314,356.49	35,452,344.0	
2042	24,248,952.66	23,740,200.31						267,875.17		24,008,075.48	240,877.18	35,693,221.0	
2043	24,733,931.72	24,452,406.32						261,306.99		24,713,713.31	20,218.41	35,713,440.0	
2044	25,228,610.35	25,185,978.51						254,738.81		25,440,717.32	(212,106.97)	35,501,333.0	
2045	25,733,182.56	25,941,557.86						248,170.63		26,189,728.50	(456,545.94)	35,044,787.0	
2046	26,247,846.21	26,719,804.60						241,602.46		26,961,407.05	(713,560.85)	34,331,226.0	
2047	26,772,803.13	27,521,398.74						235,034.28		27,756,433.01	(983,629.88)	33,347,596.0	
2048	27,308,259.20	28,347,040.70						228,466.10		28,575,506.80	(1,267,247.60)	32,080,349.0	
2049	27,854,424.38	29,197,451.92								29,197,451.92	(1,343,027.54)	30,737,321.0	
2050										-	-	30,737,321.0	
2051										-	-	30,737,321.0	
2052										-	-	30,737,321.0	
2053										-	-	30,737,321.0	

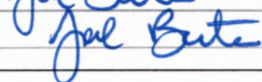
Signature of Preparer:



Date:

5/27/22

Signature of LGA Fiscal Officer:



Date:

5/27/22

NOTES:

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPLY FOR, ACCEPT AND ENTER INTO A COOPERATIVE AGREEMENT FOR FINANCING THE CONSTRUCTION OF THE SMART WATER METERING SYSTEM PROJECT BETWEEN THE CITY OF FAIRFIELD AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio (hereinafter referenced to as the "LGA") desires to construct the Smart Water Metering System Project; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

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

- Section 1. That the LGA hereby approves the planning of the aforesaid Smart Water Metering System Project in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the State Planning Project" set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the City Manager and Finance Director of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.
- Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- Section 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 OWDA Board Meeting is being held on June 30, 2022; 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

Active Clients\City of Fairfield\Ordinances\2022\Smart Water Metering-Res

Attachment: Smart Water Metering-res (3235 : Authorization to apply for, accept and enter into a OWDA Loan agreement for Smart Water



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$311,469 for CAD/RMS system upgrade;
\$375,000 for purchase of Horton ambulance;
\$471,000 for Public Utilities facilities improvements.

Financial Impact: \$1,157,469.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 6-13-ord

ORDINANCE NO. _____

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

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

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

From:	Unappropriated American Rescue Plan Act Fund	\$375,000
To:	26616025-253100 Automotive Equipment <i>(Replacement of Fire Ambulance 2FT85)</i>	\$375,000
From:	Unappropriated Capital Improvement Fund	\$311,469
To:	40216023-233900 Other Professional Services <i>(Police CAD/RMS System Replacement 1PD03)</i>	\$311,469
From:	Unappropriated Water Replacement & Improvement Fund	\$89,500
To:	60416025-252000 Improvements Other Than Building <i>(Building Improvements - HVAC & Masonry Work at WTP 2WT15)</i>	\$89,500
From:	Unappropriated Sewer Replacement and Improvement Fund	\$45,000
To:	62316025-252000 Improvements Other Than Building <i>(Building Improvements - HVAC at WWTP 2WW13)</i>	\$45,000

Attachment: Contractual 6-13-ord [Revision 1] (3241 : Contractual Appropriations)

From: Unappropriated Sewer Surplus Fund \$336,000

To: 62416025-252000 Improvements Other Than \$336,000
Building
(Primary Boiler Replacement 2WW17)

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Contractual 6-13-Ord

Attachment: Contractual 6-13-ord [Revision 1] (3241 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$49,050 for Justice Center Repairs;
 \$24,500 for Water Division Route 4 Booster Pump Station Pump #1 replacement/upgrade;
 \$14,000 for Wastewater Division Raw Sludge Pump #2 replacement/upgrade;
 \$11,800 for Water Division Route 4 BPS Pump #1 VFD replacement/upgrade;
 \$13,000 for Public Works Facility Upgrades including Alarm Replacement.

Financial Impact: \$112,350.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.061322
2. NonContractual 6-13-Ord



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Justice Center Repairs

Legislation Title:

Justice Center Repairs

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$49,050 from the Capital Improvement Fund for these projects.

Background/Synopsis:

This request will replace the carpet in the Court Records office area due to age and condition. Two (2) quotes were obtained for this; one from Carpetland Flooring for \$16,975 and one from DeGeorge Carpet and Ceilings for \$15,596. This request also includes carpet for the Operations room in the Police Department. Two (2) quotes were obtained; one from Carpetland for \$7,960 and one from DeGeorge Carpet and Ceilings for \$7,884. Carpetland was chosen as lowest and best for this project. This request also includes the painting of the Court Records office area for \$5,350, painting of the Court entrance area for \$3,615, and pressure washing of all exterior limestone and sidewalk areas for \$5,150.

Financial Impact:

\$49,050 (\$16,975 for Court Records area carpet + \$7,960 for Police Operations area carpet , \$5,350 for painting of the Court Records area + \$3,615 for painting of the Court entrance area + \$5,150 for exterior pressure washing of limestone and sidewalks + \$10,000 for Justice Center Repairs and contingencies) from the Capital Improvement Fund.
 These projects are listed in the 2022 CIP as # 2FC71 Justice Center Repairs (\$75,000).

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Attachments:

1. DeGeorge Carpet Justice Center
2. CarpetLand
3. cda court records office paint
4. cda court entrance
5. cda Pressure Washing
6. Carpetland Operations area
7. DeGeorge Operations Area

May 20th, 2022

*3675 Symmes Road Hamilton OH 45015

(513) 860-2600

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

Job: Court Records Area and Offices

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" Shaw "Hook Up" glue down carpet tiles – color: TBD
- *Provide and install 4 1/2" rubber cove base along the perimeter of each wall
- *Provide and install matching transitions

Total Cost \$ 15, 596.00

*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.061322 (3240 : Non-Contractual Appropriations)

Carpetland Flooring Proposal

1050 Skillman Drive, Cincinnati, OH 45215

(513) 771-2345 x 126 * fax (513) 672-8450

E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To be Performed at:
City of Fairfield	Courthouse Open Office
	Nilles Road
E-mail: brianrose@fairfield-city.org	Fairfield, Ohio 45014
Phone:	
	Date: 05/16/22

We hereby propose to furnish all material and perform all labor necessary for the completion of the following flooring:

Replace the carpet in open office, two private offices, small conference room & moving file room

Carpet Tile – Shaw, style: Hook Up, color: t.b.d.

Base – Tarkett 4 1/2" coved

Labor to include removal of existing carpet, move/lift furniture, to be done after 5 pm or on weekends

City of Fairfield will need to remove all employee personal belongings, computers, electronics, loose files, break down furniture and detach anything from cubicle walls in order for us to be able to lift them.

Total = \$16,975.00

Floor Prep is not included in this quote. If floor prep is required then it will be accessed during the installation based on time & material.

Buyers agree to furnish suitable subfloors, swept clean and ready to receive Seller's installation. Should Buyer request installation on non-recommended subfloors, Buyer shall be responsible for such installation. No repairing, sanding or leveling of subfloors or waxing of the finished floor is to be furnished by the Seller. Concrete floors are to have a smooth steel trowel finish. Seller shall have no obligation in preparing, replacing, etc., the floor surface unless stated above. Seller shall not be responsible for any delay in performance of the foregoing contract caused by unobtainability, of material, strikes, acts of God, inaccessibility of premises or failure of any other contractors and/or material men to do their work.

Respectfully submitted Jeffrey Combs Contract Sales Division

NOTE: Pricing for this proposal is only good for 30 days unless otherwise noted. Signer of this proposal agrees to be personally liable for payment of this order.

Accepted by: _____ sign & print name, Date: _____

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

CDA PROPERTIES,
P.O. BOX 415
Seven Mile OH 45062
513-523-4088

Estimate

Date	Estimate #
5/4/2022	1080

Name / Address
City of Fairfield Attn: Brian Rose 8870 North Gilmore Rd. Fairfield, OH 45014

Description	Total
JUSTICE CENTER CITY OF FAIRFIELD Court Records Area Office #1: 15 x 13: Paint 2 Coats of New Wall Color Furniture Movement Floor Protection Office #2: 13 x 12 Corner Office: Paint 2 Coats of New Wall Color Furniture Movement Floor Protection Office #3: 11 x 9: Paint 2 Coats of New Wall Color Furniture Movement Floor Protection Large Main Open Office Area 24 x 82: Minor Drywall Repair Paint Accent Wall 2 Coats Color to Match Existing Wall Color Paint walls Existing Color Court Records Filing Area Paint 2 Coats: Paint Long Wall Paint End Wall	5,350.00
Thank you for the opportunity to service your business.	Total

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Phone #
513-523-4088

CDA PROPERTIES,
P.O. BOX 415
Seven Mile OH 45062
513-523-4088

Estimate

Date	Estimate #
5/4/2022	1080

Name / Address
City of Fairfield Attn: Brian Rose 8870 North Gilmore Rd. Fairfield, OH 45014

Description	Total
Paint Entry Wall Small Private Hallway: Minor Drywall Repair Paint 2 Coats New Color Small Hallway Entrance: Minor Drywall Repair Paint Walls 2 Coat New Color Labor & Matreials Included	
Thank you for the opportunity to service your business.	Total \$5,350.00

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Phone #
513-523-4088

CDA PROPERTIES,**P.O. BOX 415****Seven Mile OH 45062****513-523-4088****Estimate**

Date	Estimate #
5/4/2022	1078

Name / Address
City of Fairfield Attn: Brian Rose 8870 North Gilmore Rd. Fairfield, OH 45014

Description	Total
JUSTICE CENTER: City of Fairfield Main Court Entrance Interior 1) Repair Drywall Damage to Second Level Ceiling 2) Paint Ceiling to Match 3) Repair Cracked and Peeling Drywall Areas Around Top of Tile Wall Surround 4) Paint Walls to Match Labor, Materials and Lift Rental Included PLEASE NOTE: Work to be Performed only on Monday & Fridays when Court is not in Session	3,615.00
Thank you for the opportunity to service your business.	Total 3,615.00

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Phone #
513-523-4088

CDA PROPERTIES,
P.O. BOX 415
Seven Mile OH 45062
513-523-4088

Estimate

Date	Estimate #
5/4/2022	1079

Name / Address
City of Fairfield Attn: Brian Rose 8870 North Gilmore Rd. Fairfield, OH 45014

Description	Total
JUSTICE CENTER CITY OF FAIRFIELD	3,900.00
Exterior Pressure Washing	
1) Pressure Wash all the "Limestone" on Building	
a) Top and Middle of Building	
b) Doors	
c) Windows	
2) Pressure Wash All Sidewalks	
3) Pressure Wash Patio Areas	
4) Pressure Wash Sign at Main Entrance	
Rental of Lift Provided by CDA Properties Weekly Rental & Fuel Cost approx	1,250.00
CDA Properties will provide Pressure Washer and Concrete Scrubber	
Thank you for the opportunity to service your property.	
Total	\$5,150.00

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Phone #
513-523-4088

Carpetland Preliminary Quote

1050 Skillman Drive, Cincinnati, OH 45215
 (513) 771-2345 x 126 * fax (513) 672-8450
 E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To be Performed at:
City of Fairfield	Police Dept – Sargents Area
	Nilles Road
E-mail: brianrose@fairfield-city.org	Fairfield, Ohio 45014
Phone:	
	Date: 05/24/22

We hereby estimate to furnish all material and perform all labor necessary for the completion of the following flooring:

Replace carpet in the open office, one private office and two closets

Carpet Tile – Shaw, Hook Up (or equivalent)

Walk Off Carpet Tile at entry into the open office

Base – Tarkett 4 ½” coved

Labor to include removal of existing carpet, move/lift furniture, can be done during normal hours

City of Fairfield will need to remove all employee personal belongings, computers, electronics, loose files, break down furniture and detach anything from cubicle walls in order for us to be able to lift them.

Total = \$7,960.00

Floor Prep is not included in this quote. If floor prep is required then it will be accessed during the installation based on time & material. No Demo of existing floors is included unless otherwise stated above. Buyers agree to furnish suitable subfloors, swept clean and ready to receive Seller's installation. Should Buyer request installation on non-recommended subfloors, Buyer shall be responsible for such installation. No repairing, sanding or leveling of subfloors or waxing of the finished floor is to be furnished by the Seller. Concrete floors are to have a smooth steel trowel finish. Seller shall have no obligation in preparing, replacing, etc., the floor surface unless stated above. Seller shall not be responsible for any delay in performance of the foregoing contract caused by unobtainability, of material, strikes, acts of God, inaccessibility of premises or failure of any other contractors and/or material men to do their work.

Respectfully submitted by: Jeffrey Combs

NOTE: Pricing for this estimate is only good for 30 days unless otherwise noted and is subject to site visit measurements, jobsite conditions and material selections.

Accepted by: _____ sign & print name, Date: _____

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

May 26th, 2022

*3675 Symmes Road Hamilton OH 45015

(513) 860-2600

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

Job: Sergeant and Operations Area

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration.

Re: Furniture - Carpet Tile - Cove Base

We will perform the following in all areas where needed:

- *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" Shaw "Hook Up" glue down carpet tiles – color: TBD
- *Provide and install 24" x 24" Shaw "Succession II" walk off mat carpet tiles – color: TBD
- *Provide and install 4 1/2" rubber cove base along the perimeter of each wall
- *Provide and install matching rubber transitions

Total Cost \$ 7,884.00

*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: Non Contractual Appropriations.061322 (3240 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - June 13, 2022

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division - Route 4 Booster Pump Station Pump #1

Legislation Title:

Water Division Route 4 Booster Pump Station (BPS) Pump #1

Background/Synopsis:

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

It is the desire of the Water Division to replace and upsize pump #1 at the Route 4 BPS in order to increase pumping capacity and add additional operational redundancy. This initiative is related to water system improvements driven in part by the Koch Foods expansion project.

Price quotes have been attached for review. The Water Division recommends procuring the pump and motor from M&E Pump and Equipment Company which is the vendor who provided the lowest and best quote. Water Division Staff will install the pump and motor in-house.

Financial Impact:

An appropriation in the amount of \$24,500.00 is being requested to purchase a replacement pump for the City's Route 4 Booster Pump Station.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WT08, Booster Station Improvements. The funding source is the Water Replacement Fund, 604.

Attachments:

1. CFWTP RFQ WW051022-3
2. quote_143926



M&E Pump and Equipment Co.
DBA Mitchell Process Works
6064 Kells Ln.
Milford, OH 45150

800.353.1461 Phone
513.528.7000
513.528.4973 Fax
www.mitchellprocess.com

Quotation

Date	Quote #
5/10/2022	WW051022-3

Customer

CITY OF FAIRFIELD
Public Utilities Department
5350 Pleasant Avenue
Fairfield, OH 45014

Terms	Delivery	FOB	Rep	Ship Method
Net 30	6/9/2022	SP	RWW	PPA or Collect
Item	Description	Qty	Cost	Total
Pump	139815-MBM, Weinman Series 1200 Split Case Pump, Pump, Base, Coupling, Guard, Motor, Model: 6L1, Trim: 12.875, Flange: 125, Wear Ring: Single, WR Material: BZ, Rotation: CW, Shaft Seal Type: Sleeveless, Shaft Material: 416SS, Seal Collar: Bronze, Seal Material: C/NR/B-SS, Flush Piping: Brass, RPM: 1760, Non Overloading HP: 100, Coupling w/ OSHA Guard: Standard Flex, Motor Frame: 365T, Motor HP: 75, Voltage: 230/460, Phase: 3, Enclosure: TEFC,	1	23,823.00	23,823.00
M&E Appreciates your business! Please reference quote# when ordering.		Total		
		\$23,823.00		

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

KAMAN

Fluid Power

B. W. Rogers

www.kamanfluidpower.com

QUOTATION

12.D.4.a

PAGE: 1 ORG:05/25/22

DATE: 05/25/22

QUOTE NO. 143926

PLEASE REFER TO ABOVE WHEN ORDERING
REPLY TO YOUR INQUIRY:

WEINMAN PUMP

WHEN REPLYING, CONTACT:

JIM MILLSAUGH

FROM: KAMAN FLUID POWER

2513 CRESCENTVILLE RD
CINCINNATI OH 45241

PHONE: 513-793-7077
FAX: 513-793-1015

Cust#: C3550
TO: CITY OF FAIRFIELD PURCH
5350 PLEASANT AVE

PHONE: 513-858-7760
FAX: 513-858-7762

FAIRFIELD OH 45014-3597

ATTN: JASON HUNOLD

C.C.

FOLD

LINE NO.	QUANTITY	DESCRIPTION	UNIT PRICE	UNIT
		WE ARE PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION. PRICES ARE VALID FOR 15 DAYS AND DO NOT INCLUDE ANY APPLICABLE TARIFF SURCHARGES. QUOTED TO: JASON HUNOLD PHONE: 513-858-8348 ***** * PLEASE REFERENCE QUOTE NUMBER IN UPPER * * RIGHT HAND CORNER ON ANY CORRESPONDENCE * * REGARDING THIS QUOTE. * * ===== * * QUOTE VALID FOR 15 DAYS ! * ***** NO RETURNS ALLOWED WITHOUT A RGA# SOME PARTS MAY BE NON-RETURNABLE. RESTOCK FEES MAY BE APPLIED ON RETURNS. ***** * ASK US ABOUT OUR REPAIR CAPABILITIES * *****		
10	1	139815-MBM WEINMAN PUMPS WEINMAN SERIES 1200 SPLIT CASE PUMP PUMP + BASE, COUPLING AND GUARD + MOTOR, MODEL 6L1, TRIM: 12.875, FLANGE: 125 WEAR RING: SINGLE, WR MATERIAL:BZ ROTATION: CW, SHAFT SEAL TYPE: SLEEVELESS, SHAFT MATERIAL: 416SS, SEAL COLLAR: BRONZE, SEAL MATL:C/NR/B-SS, FLUSH PIPING:BRASS, RPM:1760, NON-OVERLOADING HP:100, COUPLING WITH OSHA GUARD: STANDARD FLEX, *** CONTINUED ***	26881.3433	EA

F.O.B. SP,FNA,PREPAID

PAYMENT TERMS NET 30 DAYS

Seller: Kaman Fluid Power or Industrial Rubber & Mechanics.
This Quotation Is Expressly Limited To, And Expressly Made Conditional On,
Buyer's Acceptance Of The Terms And Conditions Of Sale Located At www.kamandirect.com/terms.
Seller Objects To Any Different Or Additional Terms. - All Currency Is In USA Dollars.

BY _____ AUTHORIZED SIGNATURE

ORIG EMAIL QUO

Packet Pg. 340

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

FROM: KAMAN FLUID POWER

2513 CRESCENTVILLE RD
CINCINNATI OH 45241

PHONE: 513-793-7077
FAX: 513-793-1015

Cust#: C3550
TO: CITY OF FAIRFIELD PURCH
5350 PLEASANT AVE

PHONE: 513-858-7760
FAX: 513-858-7762

FAIRFIELD OH 45014-3597

ATTN: JASON HUNOLD

C.C.

FOLD

WEINMAN PUMP

WHEN REPLYING, CONTACT:

JIM MILLSPAUGH

LINE NO.	QUANTITY	DESCRIPTION	UNIT PRICE	UNIT
		>> QUOTATION continued from prior page		
		MOTOR FRAME: 365T, MOTOR HP:75, VOLTAGE:230/460, PHASE: 3, ENCLOSURE:TEFC, MOTOR BRAND: FACTORY		
		DELIVERY 12 TO 14 WEEKS ARO		
*** TOTALS *** EXTENDED AMOUNT			26881.34	

F.O.B. SP,FNA,PREPAID

PAYMENT TERMS NET 30 DAYS

Seller: Kaman Fluid Power or Industrial Rubber & Mechanics.
This Quotation Is Expressly Limited To, And Expressly Made Conditional On,
Buyer's Acceptance Of The Terms And Conditions Of Sale Located At www.kamandirect.com/terms.
Seller Objects To Any Different Or Additional Terms. - All Currency Is In USA Dollars.

BY _____ AUTHORIZED SIGNATURE

ORIG EMAIL QUOTATION

Packet Pg. 341

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - June 13, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Raw Sludge Pump #2

Legislation Title:

Wastewater Division Raw Sludge Pump #2

Background/Synopsis:

During the wastewater treatment process stage known as Primary Treatment, untreated wastewater flows through a series of tanks (Primary Clarifiers) where heavy organic matter (sludge) settles to the bottom of the clarifiers and is then pumped to the City's Anaerobic Digesters for the Solids Handling treatment process.

The Wastewater Division's existing Raw Sludge Pumps are original to the 1975 plant expansion and are in need of replacement/upgrading. City staff will perform the replacement in house.

The City proposes to procure the replacement pump from JMG Valve Corporation, per the attached quote.

Financial Impact:

An appropriation in the amount of \$14,000.00 is being requested for the replacement of the Wastewater Division's Raw Sludge Pump #2.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WW06, Pump Overhaul/Replacement Program. The funding source is the Sewer Surplus Fund.

Attachments:

1. Vaughan Chopper Raw Sludge



1155 Welch Road – Suite D
Commerce, Michigan 48390
Phone: 248-926-6200 / Fax: 248-926-6290
Attention: Jason Hunold
Project: Fairfield OH - Q48027 Supersedes Q40408

Quote Number: Q48027

04/28/2022

Page 1 of 5

**DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 30 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	-----	------	-------------	------------	-------

**1 2 ea. Vaughan Model HE4K6CS-076
Horizontal End Suction Chopper Pump consisting of:**

Casing and Backplate, cast ductile iron.

Impeller, Cutter Bar, Cutter Nut and Upper Cutter, cast steel, heat treated to minimum Rockwell C60.

Shaft, heat treated steel supported by rolling element bearings.

Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life.

Bearing Housing, cast ductile iron with sight glass and bronze non-contacting labyrinth bearing isolators at each end.

Flushless Mechanical Seal, cartridge type with stainless steel housing, integral stainless steel shaft sleeve, and silicon carbide (\$) faces.

Elastomers, Buna N.

Flanges, 4" discharge & 6" inlet, ANSI Class 125.

Coupling, elastomeric type by TB Woods.

Motor Mount, fabricated steel, piloted for self-aligning mounting of a C-face flange mounted motor.

Drive, 7.5 HP, 1750 RPM, 230/460/3/60, premium efficient 1.15 SF, "C" flanged, TEFC enclosure.

Base, powder coated steel complete with lifting eyes and anchor bolt holes.

Pump Finish: Solvent wash and coated with Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor & powder coated base.)

TOTAL BUDGET PRICE: **\$13,222** **\$26,444**

PUMP PERFORMANCE: 400 GPM @ 30 FT. TDH

APPLICATION: Raw Sludge

INDUSTRY: Municipal

FREIGHT: not included / available upon request

Submittals: Submittal time is 4 - 6 weeks after receipt of order.
Production Time: **Estimated 6 to 8 weeks after receipt of approved submittals, release to production and executed purchase order.** Estimated ship dates are subject to change dependent on motor availability. Vaughan co. Will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB: Montesano, Washington via best way, **PLUS FREIGHT**
Terms: Contingent of credit approval
Expiration: Quotation valid for 30 days

JMV

"Solids Handling Specialists"

Vaughan Co., Inc. | 364 Monte-Elma Road | Montesano, WA. USA 98563 | Phone 360-249-4042 | Fax 360-249-6155
info@chopperpumps.com | www.chopperpumps.com

Packet Pg. 343

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)



1155 Welch Road – Suite D
Commerce, Michigan 48390
Phone: 248-926-6200 / Fax: 248-926-6290
Attention: Jason Hunold
Project: Fairfield OH - Q48027 Supersedes Q40408

Quote Number: Q48027
04/28/2022
Page 2 of 5

**DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 30 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	-----	------	-------------	------------	-------

NOTE:

THE FOLLOWING OPTIONAL ITEMS ARE NOT INCLUDED IN THIS QUOTATION. IF REQUIRED, PLEASE CONTACT YOUR LOCAL VAUGHAN REPRESENTATIVE FOR PRICING AND AVAILABILITY:

UNLESS NOTED OTHERWISE, VAUGHAN'S STANDARD WARRANTY APPLIES.

- GAUGES, SWITCHES, VALVES AND OTHER SPECIALTIES NOT SPECIFICALLY CALLED OUT HEREIN.
- SPECIAL COATINGS OTHER THAN THOSE QUOTED.
- FACTORY PERFORMANCE, HYDRO, VIBRATION AND NOISE TESTS.
- EQUIPMENT, LABOR, MATERIAL AND PERSONNEL REQUIRED TO PERFORM FIELD TESTING OF PUMPS.
- ENGINEERING SUBMITTALS.
- SPECIAL MOTOR SPECIFICATIONS INCLUDING HIGH EFFICIENCY, MILL AND CHEM DUTY, EXPLOSION PROOF, INTERNAL SPACE HEATERS, ETC.
- FACTORY MOTOR TESTS.
- INTRINSICALLY SAFE FEATURES.
- STARTUP BY MANUFACTURER'S REPRESENTATIVE.
- LEVEL CONTROLS OR CONTROL PANELS.
- SPARE PARTS.
- ADDITIONAL LUBRICANTS OTHER THAN THOSE CONTAINED WITHIN THE PUMP.
- ANCHOR BOLTS.

Heather Spurlino / saj – JGM Valve Corporation

Submittals: Submittal time is 4 - 6 weeks after receipt of order.
Production Time: **Estimated 6 to 8 weeks after receipt of approved submittals, release to production and executed purchase order.** Estimated ship dates are subject to change dependent on motor availability. Vaughan co. Will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB: Montesano, Washington via best way, **PLUS FREIGHT**
Terms: Contingent of credit approval
Expiration: Quotation valid for 30 days

JMV

"Solids Handling Specialists"

Vaughan Co., Inc. | 364 Monte-Elma Road | Montesano, WA. USA 98563 | Phone 360-249-4042 | Fax 360-249-6155
info@chopperpumps.com | www.chopperpumps.com

Packet Pg. 344

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)



VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time.

If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request. Any warranty shall be void if the total contract amount is not paid in full.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

Warranty eligibility determination is at Vaughan Co.'s sole discretion.

Warranty Limitations:

This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes:

- Misuse
- Abuse
- Accident
- Negligence
- Operated in the dashed portion of the published pump curves
- Used in a manner contrary to Vaughan's printed instructions
- Defective power supply
- Improper electrical protection
- Faulty installation, maintenance, or repair
- Wear caused by pumping abrasive or corrosive fluids or by cavitation
- Dissatisfaction due to buyer's remorse
- Damages incurred during transportation
- Damages incurred during installation or maintenance

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



City Council Information Item
Regular Meeting - June 13, 2022

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division - Route 4 BPS Pump #1 VFD

Legislation Title:

Water Division - Route 4 BPS Pump #1 VFD

Background/Synopsis:

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

It is the desire of the Water Division to replace and upsize pump #1 at the Route 4 BPS in order to increase pumping capacity and add additional operational redundancy. This initiative is related to water system improvements driven in part by the Koch Foods expansion project.

The appropriation request is for the purchase of a Variable Frequency Drive (VFD) for the new pump. VFD's are utilized to throttle motor speed for more efficient and smooth pump operation.

A cost estimate is attached for review. The Water Division recommends procuring the VFD from The F.D. Lawrence Electric Company. Water Division Staff will install the VFD in-house.

Financial Impact:

An appropriation in the amount of \$11,800.00 is being requested to purchase a VFD for a replacement pump at the City's Route 4 Booster Pump Station.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WT08, Booster Station Improvements. The funding source is the Water Replacement Fund, 604.

Attachments:

1. FD RT4 VFD

F.D. LAWRENCE ELECTRIC CO.

ELECTRICAL DISTRIBUTION, AUTOMATION AND LIGHTING EQUIPMENT

THE F.D. LAWRENCE ELECTRIC CO.
3450 BEEKMAN STREET
CINCINNATI, OH 45223
Phone 513-542-1100
Fax 513-542-2422

QUOTE TO:

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

SHIP TO:

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

**Quotation**

EXPIRATION DATE	QUOTE NUMBER
06/10/2022	S100797144
THE F.D. LAWRENCE ELECTRIC CO. 3450 BEEKMAN STREET CINCINNATI, OH 45223 Phone 513-542-1100 Fax 513-542-2422	
PAGE NO. 1 of 3	

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1137	Q-RT-4		RODGERS BASTIN	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Vern Bastin	DIRECT	PASS ALONG 10TH	05/19/2022	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	SQD ATV660D55T4N2AAYABGAFLPQTEP224 ATV660D55T4N2AAYABGAFLPQTEP224 Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 75 Horsepower Sized for Normal duty. Drive controller rated for 96 Max Output Amps Max. Output Current Rating Will Be Lower Than The Continuous Output Current Rating Of The Drive When Bypass Option Is Selected. Type 12 Enclosure UL508A Label RAL7035 (Gray) Standard IEC Rated Bypass Contactors Isolation and bypass contactors (with mechanical and electrical interlocking). Isolation and bypass contactor sequencing provides true motor isolation. Remote automatic bypass operation using		11778.250/ea	11778.25

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
06/10/2022	S100797144	2 of 3

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	Auto Start contacts. Control options: AFC-Off-Bypass selector switch Hand-Off-Auto selector switch Test-Normal selector switch Trip Reset Button Door mounted RJ45 port Speed Potentiometer Pilot light options: Bypass PTT pilot light (yellow) Overload Trip PTT pilot light (yellow) Power on pilot light (red) Run PTT pilot light (green) Trip PTT pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact 1 NO/NC bypass run contact 1 NO auto mode contact 1 Form C Contact For Bypass Mode Selected EP224 Ethernet IP Communications Card A09 - 5% Line Impedance T14 - Drive input disconnect switch P14 - Plastic sleeve wire markers This device contains selected features that require factory engineered configurations. Standard published lead times no longer apply. Enclosure dimensions are subject to change		

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
06/10/2022	S100797144	3 of 3

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	Nonstock Item at FDL		
Taxes not included, they will be included on invoices when applicable! All Quotes are valid for 24 hours only!!		Subtotal	11778.25
		S&H Charges	0.00
		Amount Due	11778.25

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - June 13, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of Funds for Public Works Facility Upgrades including Alarm Replacement

Legislation Title:

Appropriation of Funds for Public Works Facility Upgrades including Alarm Replacement

Recommendation:

It is recommended that funding be appropriated from the Street Improvement Fund in the amount of \$13,000.00 for the proposed improvements at the Public Works Facility.

Background/Synopsis:

The Public Works Department is requesting funding from the Capital Improvement Program for a burglar alarm replacement at the Public Works Facility on 8870 North Gilmore Road.

The quote from Digital Visions for \$11,325.90 is for the installation of new Bosch alarm devices, integration with existing hardware, and programming of the alarm system into the Genetec Security Center.

This is a security concern identified by our Facilities Manager and has been planned for completion in 2022.

We may use any remaining funding for purchases which will improve our operations and ability to respond to both routine and emergency situations.

The project funding for this work is in the Capital Improvements Program for 2022-2026 under 2PW54.

Financial Impact:

\$13,000.00 (\$11,325.90 plus a contingency of \$1,674.10) from the Street Improvement Fund for the materials to replace the existing burglar alarm at the Public Works Facility.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Quote_City of Fairfield_669 Burglar Alarm



Quote

Quote Number: 669

Quote Name: COF- Burglar Alarm Replacement

Payment Terms: Due upon receipt

Expiration Date: 06/06/2022

Quote Prepared For

Brian Rose
City of Fairfield
 8870 N. Gilmore Rd.
 Fairfield, OH 45014
 Phone:(513) 867-4209
 BrianRose@Fairfield-City.org

Quote Prepared By

Skyler Shepherd
Digital Visions
 201 Industrial Row Drive
 Mason, OH 45040
 United States
 Phone:513-671-3660

skyler@digitalvisionsllc.com

Item#	Quantity	Item	Unit Price	Extended Price
One-Time Items				
1)	1	GSC-AP-BASE Intrusion Base component. 1 part required per system with any intrusion unit manufacturer. Requires the GSC-1AP-Manufacturer part per panel. Requires one of Standard, Professional or Enterprise packages (Synergis™ and/or Omnicast™). Mandatory Genetec™ Advantage.	\$1,000.00	\$1,000.00
2)	1	GSC-1AP-Bosch Support 1 Bosch B/G Serie intrusion control panel connection. Requires the GSC-AP-Base and one of Standard, Professional or Enterprise packages (Synergis™ and/or Omnicast™). Mandatory Genetec™ Advantage.	\$350.00	\$350.00
3)	1	BOSCH B6512K-C-920 KIT B6512, B10, CX4010, B920	\$576.00	\$576.00
4)	1	BOSCH B56 B SERIES KEYPAD SURFACE MOUNT BACK BOX	\$17.38	\$17.38
5)	1	Bosch B426 Network Communicator Bosch B426 Network Communication Module	\$285.00	\$285.00
6)	1	Bosch Plug-In Cellular Module - VZW LTE Bosch Plug-In Cellular Module - VZW LTE	\$338.00	\$338.00
7)	6	BOSCH B520 SDI2 AUXILIARY POWER SUPPLY 2.0 AMPS	\$306.27	\$1,837.62
8)	6	BOSCH B208 OCTO-INPUT MODULE F.01U.323.801	\$113.65	\$681.90
9)	1	Technician Technicians are responsible for installation of new Bosch alarm devices assuming all wire and cabling is in good and working order. As well as, all peripheral zone equipment (motions, door contacts, etc.) that are on the current alarm system. Includes necessary programming for integration of the alarm system into the Genetec Security Center	\$4,560.00	\$4,560.00

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Item#	Quantity	Item	Unit Price	Extended Price
		system.		
10)	1	Engineer	\$1,680.00	\$1,680.00
		Engineer is responsible for the configuration of the new Bosch alarm within the Genetec Security Center system.		
			One-Time Total	\$11,325.90
			Subtotal	\$11,325.90
			Total Taxes	\$0.00
			Total	\$11,325.90

Authorizing Signature _____

Date _____

Attachment: NonContractualAppropriations.061322 (3240 : Non-Contractual Appropriations)

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

ORDINANCE NO. _____

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

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

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

From:	Unappropriated Street Improvement Fund	\$13,000
	40116025-252000 Improvements Other Than	
To:	Building	\$13,000
	<i>(Public Works Facility Upgrades 2PW54)</i>	
From:	Unappropriated Capital Improvement Fund	\$49,050
	40216025-252000 Improvements Other Than	
To:	Building	\$49,050
	<i>(Repairs & Upgrades - Justice Center (multiple vendors) 2FC71)</i>	
From:	Unappropriated Water Replacement & Improvement Fund	\$36,300
	60416025-252000 Improvements Other Than	
To:	Building	\$36,300
	<i>(Route 4 Booster Station Improvements - Replacement Pump 2WT08 (\$24,500); Route 4 Booster Station Improvements - VFD 2WT08 (\$11,800))</i>	
From:	Unappropriated Sewer Surplus Fund	\$14,000
	62416025-252000 Improvements Other Than	
To:	Building	\$14,000
	<i>(Wastewater Division Raw Sludge Pump # 2 2WW06)</i>	

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

Attachment: NonContractual 6-13-Ord (3240 : Non-Contractual Appropriations)

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\NonContractual 6-13-ord

Attachment: NonContractual 6-13-Ord (3240 : Non-Contractual Appropriations)